RESOLUTION NO. 2013-118

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, AUTHORIZING THE MAYOR OR HIS DESIGNEE ON BEHALF OF THE CITY OF HIALEAH, FLORIDA, TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO RECEIVE AN ALLOCATION OF $1,200,000.00 DOLLARS UNDER THE COUNTY'S GENERAL OBLIGATION BOND PROGRAM TO CONSTRUCT A CULTURAL HERITAGE EDUCATION AND PERFORMING ARTS PARK TO BE LOCATED AT WEST 18TH AVENUE AND 76TH STREET AND TO EXECUTE ANY AND ALL DOCUMENTS IN FURTHERANCE THEREOF.

WHEREAS, Miami-Dade County, through Resolution Number R-122157 (Dec. 4, 2012), has approved funding in the amount of $1,200,000.00 Dollars under GOB Project #332.1-77224 "Cultural Heritage, Education and Performing Arts Park"; and

WHEREAS, the City of Hialeah will be responsible for implementing the project including acquisition, design, construction, and day-to-day contract supervision of the project utilizing the City's established purchasing procedures until project completion.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The Mayor and/or his designee is hereby authorized on behalf of the City of Hialeah to enter into an interlocal agreement with Miami-Dade County in a form acceptable to the City Attorney, to receive $1,200,000.00 Dollars in funding to construct a Cultural Heritage Education and Performing Arts Park, to be located at West 18TH Avenue and 76th Street, Hialeah, and to execute any and all documents in furtherance thereof.

PASSED AND ADOPTED this 26 day of November, 2013

Isis Garcia-Martinez
Council President

Attest:

Marbelys Fatjo, Acting City Clerk

Approved on this 2 day of DEC, 2013

Mayor Carlos Hernandez

Resolution was adopted by a 6-0-1 vote with Council Members, Garcia-Martinez, Casals-Munoz, Caragol, Gonzalez, Hernandez and Lozano voting "Yes", Council Member Cue-Fuente was absent.

Approved as to legal sufficiency and form:

William M. Grodnick, City Attorney

BUILDING BETTER COMMUNITIES
INTERLOCAL AGREEMENT
BETWEEN
CITY OF HIALEAH, FLORIDA
AND
MIAMI-DADE COUNTY

Cultural Heritage, Education and Performing Arts Park
Project Number 332.1-77224

THIS INTERLOCAL AGREEMENT (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and the City of Hialeah, Florida, a municipal corporation organized under the laws of the State of Florida, through its governing body, the Mayor and Council of the City of Hialeah, Florida (the "Municipality") is entered into this _____ day of _____, 2013.

WITNESSETH:

WHEREAS, on July 20, 2004, the Board enacted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of $2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the "BBC GOB Program"); and

WHEREAS, the aforementioned Resolutions include specific Countywide projects, neighborhood projects for the Unincorporated Municipal Service Area and municipalities and associated allocations for activities such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, Cultural Heritage, Education and Performing Arts Park/Project Number 332.1-77224 (the "Project") is eligible for funding from the BBC GOB Program in a total amount not to exceed $1,200,000 (the "Funding Allocation"); and

WHEREAS, the Municipality is undertaking the completion of acquisition and construction of a cultural heritage, education and performing arts park (the "Project") which was specifically approved as part of the BBC GOB Program and has been approved for funding in Fiscal Year 2012-2013, provided funds are available, and is described more specifically in Exhibit 1 to this Interlocal Agreement; and

WHEREAS, the Cultural Heritage, Education and Performing Arts Park/Project Number 332.1-77224 as a whole is estimated to cost $1,200,000 (the "Total Project Cost") and will be funded from the sources listed in Exhibit 1; provided, however, the County's obligation to fund the Project is fully subject to and contingent upon the availability of BBC GOB Program proceeds; and

WHEREAS, pursuant to the terms of this Agreement, the County has agreed to fund $1,200,000 in Fiscal Year 2012-2013 from the BBC GOB Program funds-for the Project (the "Funding Cycle Allocation"), fully subject to and contingent upon the conditions set forth in this Agreement, and in particular, the County's approval and issuance of BBC GOB Program bonds or the draw-down bonds ("Funds"), the approval by the Board of County Commissioners to fund this Project from the Funds, and the availability of the Funds; and

WHEREAS, the Council and Commissioners of both the Municipality and County have authorized, by resolution, their respective representatives to enter into this Agreement for each Funding Cycle Allocation describing their respective roles in the funding for the Project costs with respect to such Funding Cycle Allocation,

NOW THEREFORE, pursuant to Resolution No. R-595-05, which specifically authorizes the County Mayor to execute such agreements, sub-agreements and other required contracts and documents, to expend BBC GOB Program bond funds received for the purpose described in the funding request, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. **Purpose**: The purpose of this Agreement is to clarify the parties' roles and obligations regarding the BBC GOB Program funding being provided with respect to the Project.

Section 2. **Funding Responsibilities**:

a. **Project Funding Plan**: A Project funding plan identifying the Funding Allocation to be funded by the County solely from BBC GOB Program proceeds and the costs to be funded by the Municipality through a local funding plan or written project funding commitments from third parties is attached as Exhibit 1. Included shall be a projected timetable for each Funding Cycle Allocation and the amount funded to date, if any.

b. **Representations of the Municipality**: The Municipality covenants and warrants that it has, in combination with the Funding Allocation, the amount of funding necessary for the completion of the Project. The additional sources of funding are listed in Exhibit 1.

c. **Responsibilities of the County**: The County agrees to provide solely from the Funds for the Fiscal Year 2012-2013 Funding Cycle Allocation in an amount equal to $1,200,000, fully subject to and contingent upon the County's approval and issuance of the Funds, the approval by the Board of County Commissioners to fund this

Project from the Funds, and the availability of the Funds ("Conditions Precedent to Funding Responsibility"). This amount represents a portion of the amount necessary to complete the Project. Subject to the satisfaction of the Conditions Precedent to Funding Responsibility, the Funds, if and when available, shall be provided in accordance with the reimbursement procedures contained in the County's GOB Administrative Rules attached as Attachment 1. Municipality understands and agrees that reimbursements to the Municipality will be made in accordance with federal laws. Subject to certain exceptions the applicability of which is to be reviewed on a case-by-case basis, the reimbursement allocation will be made no later than eighteen (18) months after the later of (a) the date the original expenditure is paid, or (b) the date the project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid by the Municipality. Notwithstanding the foregoing, the County shall have no obligation whatsoever to make any reimbursements to the Municipality prior to the satisfaction of all of the Conditions Precedent to Funding Responsibility. Any and all reimbursement obligations of the County pursuant to this Agreement are limited to and contingent upon, the availability of Funds allocated to the Project. The Municipality accepts and agrees that all expenditures made by the Municipality prior to the satisfaction of all of the Conditions Precedent to Funding Responsibility are made at the Municipality's sole risk and may not be eligible for reimbursement. The Municipality may not require the County to use any other source of legally available revenues other than from the Funds to fund the Project. This Agreement does not in any manner create a lien in favor of the Municipality on any revenues of the County including the Funds. In the event that the Project Milestones, as defined and set forth in Exhibit 1 of this Agreement are not within 10% of completion, the dollars to be funded for subsequent Milestones may be delayed for one (1) calendar year in accordance with the Administrative Rules, see Section 18 of this Agreement.

Section 3. **Parties, Effective Date and Term**: This Agreement shall take effect upon execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation. The County has delegated the responsibility of administrating this Interlocal Agreement to the County Mayor or designee.

Section 4. **Compliance with Laws**: Each party agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license,

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authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, Section 2-11.15 of the Code (Art in Public Places), and all other applicable requirements contained in this Agreement and Exhibit 1, which is hereby incorporated in this Agreement by this reference.

Section 5. **Contractual obligation to comply with certain County requirements**:

All records of the Municipality and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

The Municipality shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access thereto as provided in this Agreement.

The Municipality shall comply with the requirements of Florida Statutes related to retainage of funds due a contractor and shall include appropriate language in its construction contracts and shall require the contractor to include such language in its subcontracts.

All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the County Charter referenced in this Agreement are posted on the County's website: "miamidade.gov".

Section 6. **Accounting, Financial Review, Access to Records and Audits**: The Municipality shall maintain adequate records to justify all charges, expenses, and costs incurred which represent the funded portion of the Project for at least three (3) years after completion of the Project. The County shall have access to all books, records, and documents as required in this section for the purpose of inspection or auditing during normal business hours.

Pursuant to Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an Independent Private-Sector Inspector General ("IPSIG") to monitor and investigate compliance with the terms of this

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Agreement. THE MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL ("OIG") shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the OIG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Municipality and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Municipality (and any affected contractor and materialman) from OIG, the Municipality (and any affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

The OIG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The OIG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this Section shall apply to the Municipality, its contractors and their respective officers, agents and employees. The Municipality shall incorporate the provisions in this Section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Municipality, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Municipality. This provision shall survive the early termination and/or the expiration of this Agreement.

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Section 7. **Relationship of the Parties**: The parties agree that the Municipality is an independent entity responsible solely for the Project and not an agent or servant of the County. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

Section 8. **Liability**: The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28 of the Florida Statutes. The Municipality acknowledges that the County, its employees, Commissioners and agents are solely providing funding assistance for the Project and are not involved in the design, construction, operation or maintenance of the Project.

Section 9. **Breach, Opportunity to Cure and Termination**:

(a) Each of the following shall constitute a default by the Municipality:

(1) If the Municipality uses all or any portion of the Funding Allocation for costs not associated with the Project (i.e., ineligible costs), and the Municipality fails to cure its default within thirty (30) days after written notice of the default is given to the Municipality by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Municipality commences diligently and thereafter continues to cure.

(2) If the Municipality shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 9(a)(1) and the Municipality fails to cure its default within thirty (30) days after written notice of the default is given to the Municipality by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Municipality commences diligently and thereafter continues to cure.

(3) If the Municipality fails to complete the Project within three (3) years of the effective date of the first executed Interlocal Agreement for this Project.

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(b) Each of the following shall constitute a default by the County:

(1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the Municipality; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

(c) Remedies:

(1) Upon the occurrence of a default as provided in Section 9(a)(1) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, the Municipality shall reimburse the County, in whole or in part as the County shall determine, all funds provided by the County hereunder.

(2) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

(4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(d) Termination:

(1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.

(2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.

(3) Upon termination of this Agreement pursuant to Section 9(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

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Section 10. **Litigation Costs/Venue**: In the event that the Municipality or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Municipality agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 11. **Naming Rights and Advertisements**: It is understood and agreed between the parties hereto that the Municipality is funded by Miami-Dade County. Further, by acceptance of these funds, the Municipality agrees that Project(s) funded by this Agreement shall recognize and adequately reference the County as a funding source. In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. The Municipality shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of all Project(s). 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. In particular, the Municipality must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY." The use of the official County logo is permissible for the publicity purposes stated herein. The Municipality shall submit sample of mock up of such publicity or materials to the County for review and approval. The Municipality shall ensure that all media representatives, when inquiring about the Project(s) funded by the Agreement, are informed that the County is its funding source.

Section 12. **Notice**: Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business

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days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:
County Mayor
Miami-Dade County, Stephen P. Clark Center
111 NW 1 Street, Suite 2910
Miami, Florida 33128

The Municipality:
Mayor Carlos Hernandez
City of Hialeah
501 Palm Avenue
Hialeah, Florida 33010

With a copy to:
Director, Office of Management and Budget
111 NW 1 Street, Suite 2210
Miami, Florida 33128

Section 13. **Modification and Amendment**: Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

Section 14. **Joint Preparation**: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 15. **Headings**: Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section 16. **Waiver**: There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 17. **Representation of the Municipality**: The Municipality represents that this Agreement has been duly authorized, executed and delivered by Mayor and Commission, as the governing body of the City of Hialeah, Florida and it has granted the Mayor of the City of Hialeah, or designee, the required power and authority to execute this Agreement. The Municipality agrees to: a) maintain the Project for a minimum of 25 years; b) agrees to govern itself, in regards to the subject Project, in accordance with Article 7 of the County Charter; c) keep the Project open safely and properly maintained for all Miami-Dade County residents; and, d) allow all Miami-Dade County residents equal access and use of the

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Project and not discriminate when charging facility admission fees based on where a resident resides in the County. The Municipality also agrees to accept and comply with the Administrative Rules as stated in Attachment 1 and as may hereafter be amended.

Section 18. **Representation of the County**: The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the Miami-Dade County Mayor or Mayor's designee the required power and authority to execute this Agreement. Subject to the conditions set forth in this Agreement, the County agrees to provide the Funding Allocation to the Municipality for the purpose of developing and improving the Project in accordance with each of the attached Exhibit Forms, incorporated herein as Exhibits A-J of Attachment 1 (Administrative Rules). In addition to the other conditions set forth in this Agreement, Miami-Dade County shall only be obligated to reimburse the Municipality provided the Municipality is not in breach of this Agreement and the Municipality has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein. The Municipality shall be solely responsible for submitting all documentation, as required by the specific Administrative Rules incorporated herein as Attachment 1, to the County Mayor or his designee for this purpose.

Section 19. **Invalidity of Provisions, Severability**: Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 20. **Indemnity**: The Municipality does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute, whereby the Municipality 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 judgments or portions thereof, which when totaled with all other occurrences, 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 Municipality. 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.

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The County does hereby agree to indemnify and hold harmless the Municipality to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute, whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, 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 Municipality from any liability or claim arising out of the negligent performance or failure of performance of the Municipality or any unrelated third party.

Section 21. **Assignment**: The Municipality may not assign all or any portion of this Agreement without the prior written consent of the County.

Section 22. **Entirety of Agreement**: This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

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IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of _____, 2013.

CITY OF HIALEAH, FLORIDA

By:_____ _____
Mayor Carlos Hernandez Date

_____
Frederick H. Marinelli, Director
Grants and Human Services

Approved as to form and legal sufficiency:

Attest:

By:_____ _____
Marbelys Fatjo Date
Acting City Clerk

_____
William M. Grodnick
City Attorney

MIAMI-DADE COUNTY, FLORIDA

By:_____ _____
County Mayor Date

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

Stephen P. Clark Center
111 NW 1st Street
Miami, Florida 33128

Approved by County Attorney as to form and legal sufficiency.

HARVEY RUVIN, CLERK
Attest:

_____

By:_____ _____
Deputy Clerk Date