

**INTERLOCAL AGREEMENT RELATING TO**  
**RED ROAD RESURFACING**  
**BY AND BETWEEN**  
**THE VILLAGE OF PINECREST**  
**AND**  
**THE CITY OF CORAL GABLES**

**THIS INTERLOCAL AGREEMENT RELATING TO [Red Road Resurfacing]** (“**Agreement**”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”), by and between the **VILLAGE OF PINECREST**, a political subdivision of the State of Florida (the “**VILLAGE**”) and the **CITY OF CORAL GABLES**, a political subdivision of the State of Florida (the “**CITY**”). The **VILLAGE** and the **CITY** are sometimes referred to in this Agreement individually as “**Party**” and collectively as the “**Parties**”.

**RECITALS**

**WHEREAS**, Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969”, authorizes public agencies to enter into Agreements for mutual benefit and to provide facilities to service the needs of local communities; and

**WHEREAS**, the **VILLAGE** is seeking to develop, implement, construct, and maintain a portion the [Red Road Resurfacing] (the “**Project**”) at the [Red Road from Bella Vista to Lugo] (the “**Site**”), all as set forth in greater detail in the proposal prepared by [Arrow Engineering] attached hereto as Exhibit “A” (the “**Project Scope**”); and

**WHEREAS**, the **CITY** has agreed to reimburse the **VILLAGE** for the work being performed within the **CITY**’S jurisdiction[; and

**WHEREAS**, by entering into this Agreement, the **VILLAGE** and the **CITY** desire to facilitate the implementation of the Project at the Site; and

**WHEREAS**, on [DATE], the **VILLAGE** authorized the execution of this Agreement in accordance with Village Resolution No. \_\_\_\_\_; and

**WHEREAS**, on [DATE], the **CITY** authorized the execution of this Agreement in accordance with City Resolution No. \_\_\_\_\_; and

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the VILLAGE and the CITY agree as follows:

**I.**

**RECITALS INCORPORATED**

The above recitals are true and correct and are incorporated herein by reference.

**II.**

**CONSTRUCTION OF PROJECT BY THE VILLAGE**

The VILLAGE hereby agrees to construct the Project at the Site, which shall include: Milling and resurfacing and pavement markings (collectively, the “**Work**”) all as set forth in the Construction Plans attached hereto as Exhibit “A” and made a part hereof. The VILLAGE shall have the right and privilege to access designated portions of the Site within the CITY’s jurisdiction for the specific and limited purpose of performing the Work required for the implementation and construction of the Project, as set forth in this Agreement. All Work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the VILLAGE shall provide evidence of same to the CITY prior to commencement of any Work.

The Construction Plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including, without limitation, the Miami-Dade County (“**County**”) Department of Transportation and Public Works Manual and/or the Florida Building Code. The Construction Plans shall be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence construction of the Work. The VILLAGE shall retain all responsibility for jurisdictional approvals, plan review, issuance of permits, and approval for Project Work taking place on those portions of the Site located within the VILLAGE’S jurisdiction. The Construction Plans must be reviewed and approved by the CITY for any and all Work taking place on any portion of the Site located within the CITY’S jurisdiction. All permits shall be properly closed by the VILLAGE upon completion of the Work, and evidence of same, satisfactory to the CITY, shall be provided without demand.

Construction of the Project by the VILLAGE within the Site shall conform at all times to safety regulations established by the CITY, VILLAGE, the COUNTY, or any other regulatory authority. The VILLAGE and its contractors shall take all necessary safety precautions during

construction of the Project, appropriately secure all construction areas, and coordinate on an ongoing basis with the CITY to minimize impact on CITY operations and to the public at all times during construction of the Project.

Prior to the commencement of construction of the Project, the VILLAGE shall provide the CITY with a schedule for the commencement and completion of the Work. If the CITY, or its designee, requests that the VILLAGE cease any work within the portions of the Site in the CITY's jurisdiction due to a violation of any applicable rules and regulations, then the VILLAGE shall immediately discontinue its activities, and shall proceed only after the CITY, or its designee, has reviewed the scheduling, safety, and/or manner of work in question and has authorized the VILLAGE to continue, which authorization shall not be unreasonably withheld.

The VILLAGE shall cause any and all contractors and subcontractors doing Work on the Site to indemnify, defend and hold harmless the CITY, its employees and representatives from any and all liability, damages and claims. In addition, the VILLAGE shall require its contractors doing Work on the Site to provide the CITY with insurance certificates evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than \$1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the VILLAGE's contractors and subcontractors doing work on the Site, in an amount not less than \$1 million combined single limit per occurrence for bodily injury and property damage, and (3) Workers' Compensation Insurance for all employees of the VILLAGE's contractors and subcontractors doing work on the Site as required by Florida Statutes. "The Site CITY of Miami-Dade County, Florida and its members, officers and employees" shall be named as an additional insured on all liability coverages except Workers' Compensation insurance. The VILLAGE's contractor(s) and subcontractor(s) shall maintain such insurance at all times while work is performed on the Site.

In addition, the VILLAGE shall cause each and every of its contractors and subcontractors performing Work at the Site ("**VILLAGE Contractor(s)**") to further covenant and agree, at the VILLAGE's Contractor's own expense, and upon written request by the CITY, to defend any suit, action or demand brought against the CITY on any claim or demand arising out of, resulting from, or incidental to the VILLAGE Contractor's performance under any contract by and between the

VILLAGE and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration or early termination or cancellation of this Agreement. Furthermore, the VILLAGE and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with VILLAGE Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between the VILLAGE and/or its assigns and any VILLAGE Contractor.

At the completion of the Work on the portion of the Site in the CITY's jurisdiction, the VILLAGE shall secure an inspection of the Site from the CITY'S designee, verifying that the Work has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until the CITY'S designee attests to the satisfactory completion of the Work. In addition, at the completion of the Work, or upon the expiration, discontinuance or abandonment of this Agreement, the VILLAGE agrees that the VILLAGE or its contractor(s) shall restore the Site to a condition that is safe and usable, including without limitation, the removal and/or disposal of equipment, materials, personal property, debris and/or trash, all at the sole cost and expense of the VILLAGE. The VILLAGE agrees to guarantee and warrant the Work for the same time period and extent that the VILLAGE Contractors guarantee and warrant the Work, as evidenced in **Exhibit "B"**.

### **III.**

#### **REIMBURSEMENT COSTS**

**(A) Reimbursement of Project Costs.** The CITY agrees to provide funds up to \$26,860.35 for costs incurred by the VILLAGE in implementing the portions of the Project within the CITY's jurisdiction ("Reimbursable Amount"). The CITY shall disburse the Reimbursable Amount to the VILLAGE within thirty (30) days of the VILLAGE submitting a complete reimbursement invoice. The reimbursement invoice shall include all Project completion documentation, including CITY acceptance form and documentation of the Village expenditures to be reimbursed.

**(B) Adjustments to Project Expenses.** The Parties recognize that adjustments to the total Project costs may be required in the future, and that at the option of the VILLAGE, amendments may be entered into to revise the Project costs. Provided that there is no increase in the Reimbursable Amount, amendments may be executed by the Village Manager without the need for approval by the governing board of either Party. However, an increase in the Reimbursable Amount shall be subject to the approval of the City.

**(C) Waiver of Permit Fees.** To the extent permitted by law, the CITY shall waive the cost of

any permits required for the Work performed by the VILLAGE for the Project.

**IV.**

**TERM OF AGREEMENT**

The Term of this Agreement shall be from the Effective Date through XX. The VILLAGE and the CITY may extend the term of this Agreement for additional XX renewal periods.

**V.**

**MAINTENANCE AND OPERATION OF THE PROJECT**

The Parties acknowledge and agree that, subsequent to completion of construction of the Project, each Party shall be fully responsible for the ongoing maintenance and operation of the portions of the Project constructed within their respective jurisdictions.

**VI.**

**INDEMNIFICATION AND HOLD HARMLESS**

**(A) By the CITY.** CITY shall indemnify and hold harmless the VILLAGE, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from CITY's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the CITY and third parties made pursuant to this Agreement. CITY shall reimburse the VILLAGE for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from CITY's performance or non-performance of this Agreement.

**(B) By the VILLAGE.** VILLAGE shall indemnify and hold harmless the CITY, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from VILLAGE's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the VILLAGE and third parties made pursuant to this Agreement. VILLAGE shall reimburse the CITY for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from VILLAGE's performance or non-performance of this Agreement.

**(C) No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by the VILLAGE or the CITY nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other

contract. The VILLAGE and the CITY are subject to section 768.28, Florida Statutes, as may be amended from time to time.

**(D) Survival of Indemnification.** The provisions of this section shall survive termination of this Agreement.

## **VII.**

### **TERMINATION**

**(A) Termination for Convenience.** Either Party may terminate or revoke this Agreement for convenience and without cause at any time upon sixty (60) days written notice to the other Party.

**(B) Termination for Cause.** The CITY shall notify the VILLAGE in writing regarding the VILLAGE's failure to perform or to comply with the terms and condition of this Agreement. If the VILLAGE fails to cure the default within thirty (30) days after receiving written notice or does not provide the CITY with a written response indicating the status of the VILLAGE's curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the CITY shall have the right to immediately terminate this Agreement, without penalty.

The VILLAGE shall notify the CITY in writing regarding the CITY'S failure to perform or to comply with the terms and conditions of this Agreement. If the CITY fails to cure the default within thirty (30) days after receiving written notice or does not provide the VILLAGE with a written response indicating the status of the CITY'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the VILLAGE shall have the right to immediately terminate this Agreement, without penalty.

## **VIII.**

### **INSURANCE**

The VILLAGE shall, on or before the Effective Date of this Agreement, provide the CITY with confirmation of the VILLAGE's self-insurance program or, in the alternative, proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than \$1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the VILLAGE, in an amount not less than \$1 million combined single limit per

occurrence for bodily injury and property damage, and (3) Workers' Compensation Insurance for all employees of the VILLAGE as required by Florida Statutes. The CITY shall be named as an additional insured on all liability coverages except Workers' Compensation Insurance. Proof of coverage shall be provided to the CITY on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the CITY on or before the Effective Date of this Agreement, and shall remain in full force and effect at all times that the VILLAGE is constructing Project on the Site.

**IX.**

**AMENDMENTS**

In addition to the requirements set forth elsewhere in this Agreement, the VILLAGE and the CITY, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement, which shall be accomplished through the execution by the Parties of an amendment to this Agreement duly approved by the VILLAGE and the CITY in compliance with all applicable laws. Such amendments shall be effective only when signed by the VILLAGE and the CITY and shall be attached hereto and incorporated as part of this Agreement.

**X.**

**ATTORNEYS' FEES**

If the CITY or the VILLAGE incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be entitled to recover any and all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation, including any trials and appeals.

**XI.**

**SEVERABILITY**

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

**XII.**

**WAIVER**

No waiver of any provision of this Agreement shall be deemed to have been made unless such waiver is in writing and signed by the CITY or VILLAGE. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

**XIII.**

**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

The Parties shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code and the Americans with Disabilities Act, as all may be further amended from time to time and to the extent required by applicable law.

**XIV.**

**THIRD PARTY BENEFICIARIES**

Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the Parties and their successors or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

**XV.**

**JOINT DEFENSE**

In the event that the validity of this Agreement is challenged by a third party or parties unrelated to the Parties through legal proceedings or otherwise, the Parties hereto agree to cooperate with each other in defense of this Agreement, with each such Party to bear its own attorney's fees and costs associated with such defense.

**XVI.**

**JOINT PREPARATION**

This Agreement has been negotiated fully between the Parties as an arms-length transaction. Both Parties participated fully in the preparation of the Agreement and received the advice of independent counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties shall be deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.



**XVII.**

**MISCELLANEOUS PROVISIONS**

**A. TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement.

**B. WAIVER OF TRIAL BY JURY:** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**C. COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to one single copy of this document to physically form one Agreement.

**D. RECORDATION:** This Agreement may be recorded by the CITY among the Public Records of Miami-Dade County, Florida.

**E. DISPUTE RESOLUTION:** The CITY and VILLAGE shall use their best efforts and diligence to amicably resolve any dispute or disagreement concerning any provision of this Agreement. If the VILLAGE and the CITY cannot resolve their disputes in the best efforts, then 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 may be amended from time to time.

**F. HEADINGS:** The headings and paragraph titles utilized throughout this Agreement have been placed herein as a matter of convenience only, and the same shall not be construed in derogation of the language of the remaining provisions of this Agreement.

**G. NOTICES/AUTHORIZED REPRESENTATIVES:** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

**H. GOVERNING LAW AND VENUE:** This Agreement and all the terms, conditions and provisions contained herein are governed by and interpreted pursuant to the laws of the State of Florida. All legal matters arising out of, or in connection with this Agreement shall be subject to a

court of competent jurisdiction within Florida.

**I. ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the VILLAGE and the CITY, and any agreement or representation which is not expressly set forth herein and covered hereby is null and void. Any amendment, modification, or supplement to this Agreement must be in writing and executed by both the VILLAGE and the CITY.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.  
SIGNATURE PAGE FOLLOWS.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**VILLAGE OF PINECREST**

**CITY OF CORAL GABLES**

By: \_\_\_\_\_  
Yocelyn Galiano, ICMA-CM  
Village Manager

By: \_\_\_\_\_  
Amos Rojas, Jr.  
City Manager

Village Resolution No.: \_\_\_\_\_

City Resolution No.: \_\_\_\_\_

Attest:

Attest:

By: \_\_\_\_\_  
Priscilla Torres  
Village Clerk

By: \_\_\_\_\_  
Billy Urquia  
City Clerk

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Village Attorney

By: \_\_\_\_\_  
Cristina M. Suárez  
City Attorney

**Addresses for Notice:**

Village of Pinecrest  
Attn: Village Manager  
12645 Pinecrest Parkway  
Pinecrest, FL 33156  
305-234-2121 (telephone)  
[ygaliano@pinecrest-fl.gov](mailto:ygaliano@pinecrest-fl.gov) (email)

**Addresses for Notice:**

City of Coral Gables  
Attn: City Manager  
405 Biltmore Way  
Coral Gables, Florida 33134  
(305)460-5210 (telephone)  
[arojas@coralgables.com](mailto:arojas@coralgables.com) (email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Mitchell Bierman, Esq.  
Village Attorney  
2800 Ponce de Leon Boulevard, Suite 1200  
Coral Gables, FL 33134  
305-854-0800 (telephone)  
[mbierman@wsh-law.com](mailto:mbierman@wsh-law.com) (email)

**With a copy to:**

City of Coral Gables  
Attn: Cristina M. Suárez  
City Attorney  
405 Biltmore Way  
Coral Gables, Florida 33134  
(305)460-5218 (telephone)  
[csuarez@coralgables.com](mailto:csuarez@coralgables.com) (email)