Memorandum

MIAMI-DADE COUNTY

Date: February 17, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 8(N)(1)

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving the Execution of an Interlocal Agreement between Miami-Dade County and the Miami-Dade Expressway Authority to Serve as the Local Agency for the Purpose of Implementing the Design, Development and Construction of the Dolphin Station Park and Ride/Terminal Facility Project on behalf of the County

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of an Interlocal Agreement (Agreement) between Miami-Dade County (County) and the Miami-Dade Expressway Authority (MDX) for the purpose of implementing the design, development, and construction of the Dolphin Station Park and Ride/Terminal Facility (Dolphin Station) Project on behalf of the County.

It is further recommended that the Board authorize the use of $5 million in Charter County Transportation System Surtax (Surtax) funds as the matching local funds for the $5 million Supplemental Joint Participation Agreement (JPA) between MDX and the Florida Department of Transportation (FDOT).

This agenda item is placed for Committee review pursuant to County Code Section 29-124(f). This agenda item may only be considered by the Board if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the filing with the Clerk of the Board of this agenda item. If the CITT has not forwarded a recommendation and for 45 days have not elapsed since the filing of this recommendation, I will request a withdrawal of this item.

SCOPE

While this project is located in Commissioner Jose "Pepe" Diaz's District 12, the impact of the project benefits the riding public and is, therefore, countywide.

FISCAL IMPACT/FUNDING SOURCE

The total estimated budget for the Dolphin Station project is $11.1 million, which includes $5 million of County funds and $6.1 million of FDOT funds. Of this total amount, the estimated construction cost is $10 million. FDOT has programmed $5 million in its Five-Year Work Program in State Fiscal Year (FY) 2019 and such funds will be available to MDX on a reimbursement basis on or after July 1, 2018. MDX will enter into a second pre-qualified Supplemental Joint Participation Agreement (JPA) with FDOT to provide MDX with $5 million in state funding for design and construction of the project. While the $5 million in funds programmed for MDX will not be available until July 1, 2018, the pre-qualified Supplemental JPA will allow MDX to incur expenses prior to the date the funds are available. Additionally, FDOT has provided MDX with $300,000.00 in a JPA, and an additional $800,000.00 in the first Supplemental JPA for completing the environmental studies, design criteria development, concept drawings, and Request for Proposal (RFP) development for the project.

The County will provide the $5 million required local match using Bond proceeds from the Surtax. The matching funds for the project are budgeted in the County's Multi-Year Capital Budget in FY 2016, 2017, and 2018. These funds will be available on a reimbursement basis to MDX after invoices have been reviewed and approved by FDOT.

The estimated future annual operating and maintenance cost resulting from the construction of the Dolphin Station is $295,000.00 and will be funded through the Miami-Dade Transit (MDT) operating budget. Implementation of this project will not affect tolls on State Road (SR) 836.

TRACK RECORD/MONITOR

The Project Manager for this Agreement is Ed Carson, Grants Manager for MDT's Financial Services. The project and the FDOT grant funds will be managed by MDX, as stipulated in this Agreement.

BACKGROUND

The planned Dolphin Station will support the SR 836 Express Bus Service, as well as other planned express bus service routes serving the Dolphin Mall and nearby cities of Sweetwater and Doral. This project is an integral component of the East-West corridor, which connects the largest employment areas of the County (Florida International University, Doral, Miami International Airport, Miami Health District, Downtown Miami, and Brickell) and the Miami Intermodal Center, a major intermodal transportation hub.

On July 14, 2015, the Board approved Resolution R-653-15, authorizing the execution of a Memorandum of Agreement (MOA) with FDOT for the transfer and receipt of land, improvements, management, operation, and maintenance of the Dolphin Station. The County has requested that MDX undertake the planning, design, and construction of this Park and Ride facility for MDT and MDX has agreed to do so. MDX has existing contracts for planning, design, and construction that can be accessed immediately, which will save project time.

The Dolphin Station project is included in the Metropolitan Planning Organization's Long Range Transportation Plan and Transportation Improvement Program, FDOT's Work Program and the MDT Transit Development Plan. The site for the Dolphin Station is located adjacent to the intersection of the Homestead Extension of the Florida Turnpike at SR 836 and NW 12th Street. The property is approximately 15 acres of vacant, undeveloped land and is owned by FDOT. The Facility will include a bus terminal facility with 12 bus bays, passenger seating and bus driver comfort station, and approximately 900 surface parking spaces. Since there are no park and ride facilities nearby, this project will greatly benefit the local area.

This Agreement provides for authorization by the County for MDX to serve as the "Local Agency" to receive the County's matching funds for the purpose of implementing the design, development, and construction of the project on behalf of the County. The MDX Board of Directors approved this Agreement at their December 8, 2015 meeting. Upon completion of the construction of the Park and Ride/Terminal, the land and improvements will be transferred from FDOT to Miami-Dade County. This Agreement commits the County to operate and maintain the Park and Ride and bus amenities upon completion of construction.

The Dolphin Station is scheduled to open for revenue service in December 2017.

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: February 17, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(1)

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 ____, 3/5's ____, unanimous _____) 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. 8(N)(1)
2-17-16

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF AND AUTHORIZING THE MAYOR, MAYOR'S DESIGNEE OR MIAMI-DADE TRANSIT DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI-DADE EXPRESSWAY AUTHORITY TO SERVE AS THE LOCAL AGENCY FOR IMPLEMENTING THE DESIGN, DEVELOPMENT AND CONSTRUCTION OF THE DOLPHIN STATION PARK AND RIDE/TERMINAL FACILITY PROJECT; AND AUTHORIZING THE USE OF $5,000,000.00 IN CHARTER COUNTY TRANSPORTATION SALES SYSTEM SURTAX FUNDS AS THE LOCAL MATCH FOR $5,000,000.00 IN STATE FUNDING PROGRAMMED FOR THE MIAMI-DADE EXPRESSWAY AUTHORITY FOR THE PROJECT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

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

Section 1. This Board approves the execution of the attached Interlocal Agreement between Miami-Dade County ("County") and the Miami-Dade Expressway Authority ("MDX"), in substantially the form attached hereto and made a part hereof.

Section 2. This Board authorizes the Mayor, Mayor's designee, or Miami-Dade Transit Director, to execute the Interlocal Agreement with MDX to serve as the local agency for the purpose of implementing the design, development and construction of the Dolphin Station Park and Ride/Terminal Facility ("Dolphin Station") project on behalf of the County; and authorizes the use of $5,000,000.00 in Charter County Transportation Sales System Surtax funds for this project as the local match for $5,000,000.00 in state funding.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of February, 2016. 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

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI-DADE EXPRESSWAY AUTHORITY FOR THE DOLPHIN STATION PARK AND RIDE LOT AT THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE AND NW 12TH STREET

This Interlocal Agreement ("Agreement"), made pursuant to the provisions of Section 348.004(8) Florida Statutes, and entered into on this day of _____ 2016, between Miami-Dade County ("County"), a political subdivision of the State of Florida, and Miami-Dade Expressway Authority ("MDX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida, collectively referred to in this Agreement as "the parties."

WHEREAS, MDX was created pursuant to Chapter 348, Part I, Florida Statutes, the Expressway Authority Act (the "Act"), and was established by Ordinance No. 94-215, by the Miami-Dade County Board of County Commissioners (such ordinance being codified as Section 2-128, et seq., of the Code of Miami-Dade County; and

WHEREAS, the Act establishes certain purposes and powers for MDX to plan, design, acquire, construct, maintain or improve public transportation facilities located in Miami-Dade County; and

WHEREAS, the County through Miami-Dade Transit, a county department, provides comprehensive public transit services in the Miami Urbanized Area; and

WHEREAS, the County has identified a need to provide express bus service, known as State Road 836 Express Bus Service or "836 Express Project", from western Miami-Dade County to downtown Miami and the Miami Intermodal Center to provide a new premium bus service option for commuters along the State Road 836 transportation corridor; and

WHEREAS, MDX recognizes that the implementation of the 836 Express Project will contribute to building an efficient and effective transportation system in Miami-Dade County and greatly benefit the commuting public by reducing traffic congestion and improving mobility on the State Road 836 Corridor; and

WHEREAS, the County as part of its planning for the 836 Express Project has determined that park and ride facilities are key components of the 836 Express Project; and

WHEREAS, the Florida Department of Transportation (FDOT) will provide vacant land for park and ride facility on NW 12th Street, west of the Homestead Extension of Florida's Turnpike (HEFT), which will be known as "Dolphin Station"; and FDOT has agreed to convey the property to the County when improvements are completed.; and

WHEREAS, the County and FDOT are solely responsible for funding the Dolphin Station Project ("Project") with a combination of State funds administered by FDOT and local matching funds contributed by the County; and

WHEREAS, MDX has agreed to serve as the "Local Agency" for the purpose of implementing the design, development and construction of the Project on behalf of the County; and,

WHEREAS, Miami-Dade County hereby finds, declares and determines that it is in the best interest of the public for MDX to serve as the Local Agency for the Project; and

WHEREAS, to accomplish the Project, the parties desire to enter into this Agreement.

NOW THEREFORE, the County and MDX, in consideration of the foregoing premises and of the mutual covenants and benefits set out in this Agreement, and for other good and valuable consideration, receipt of which is acknowledged by this Agreement, agree as follows:

1. **Representations**

(a) The County represents that as the basis for the undertakings on its part contained in this Agreement:

1. The County is a political subdivision of the State of Florida and as such, it has all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations under this Agreement. The County further represents that its obligations under this Agreement are valid and enforceable in accordance with their terms.

2. There is no litigation pending or, to the knowledge of the County, threatened with respect to the future development of the Project or this Agreement that will affect the performance by the County of its obligations under this Agreement.

3. The execution and delivery of this Agreement by the County does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the County is a party or an event that, with the passage of time would become a breach of or default under any such agreement.

4. All consents, waivers, approvals, and other governmental actions required to be taken in order for the County to enter into and fully comply with this Agreement have been received or obtained by the County.

(b) MDX represents that as the basis for the undertakings on its part contained in this Agreement:

1. MDX has been duly created pursuant to Chapter 348, Florida Statutes, the Expressway Authority Act, it is a body politic and corporate, a public instrumentality and an agency of the State of Florida. MDX possesses all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations under this Agreement.

2. MDX has been duly authorized by its Governing Board to execute and deliver this Agreement. MDX further represents that its obligations under this Agreement are valid and enforceable in accordance with their terms.

3. There is no litigation pending or, to the knowledge of MDX, threatened with respect to the future development of the Project or this Agreement that will affect the performance by MDX or its obligations under this Agreement.

4. The execution and delivery of this Agreement by MDX does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which MDX is a party or an event that, with the passage of time would become a breach of or default under any such agreement.

5. All consents, waivers, approvals and other governmental actions required to be taken in order for MDX to enter into and fully comply with this Agreement have been received or obtained by MDX.

(c) The County and MDX agree that the preceding recitations and representations are true and correct and are incorporated into and made a part of this Agreement.

2. **Purposes of this Agreement**

(a) The construction of the Project is necessary to support the overall 836 Express Project being implemented by the County on State Road 836, which is owned and operated by MDX as part of its Expressway System.

(b) This Agreement provides for authorization by the County for MDX to serve as the Local Agency to receive the County's matching funds for the purpose of implementing the Project on behalf of the County.

(c) A sketch/location map showing the planned improvements is attached as Exhibit "A".

Eligible construction costs are those approved by FDOT and may include the following activities:

1. Design-Build Development and Construction Services
2. Project Management Services
3. Construction Engineering and Inspection Services
4. Environmental and Permitting Services and Expenses
5. Public Involvement Services and Expenses
6. Utility Coordination and Location Services and Expenses
7. Design and Construction Technical Review Services
8. Material Verification Testing
9. Contract Administration Services

All eligible and reimbursable construction project costs shall be consistent with permissible expenses outlined in the FDOT/MDX Supplemental Joint Participation Agreement (JPA) # 2 for the Project. MDX shall not charge or assess an administrative fee for the efforts of its employees on this Project.

3. **Financial Responsibilities**

(a) The total estimated construction cost for the Project is Ten Million Dollars ($10,000,000). The Project construction budget will not exceed a total of Ten Million Dollars ($10,000,000), which includes Five Million ($5,000,000) from the State of Florida grant funding and $5,000,000 from the County as local matching funds. FDOT has provided MDX with Three Hundred Thousand ($300,000) in a JPA and an additional Eight Hundred Thousand ($800,000) in a Supplemental JPA (#1) for completing the environmental studies, design criteria development, concept drawings, and RFP development for the Project. The total estimated budget for the Project is Eleven Million and One Hundred Thousand ($11,100,000).

(b) FDOT programmed the sum of Five Million Dollars ($5,000,000) as funding for completion of the Project in its 5-year work program under Item Number 437143-1 in State Fiscal Year 2019 and such funds will be available to MDX on a reimbursement basis on or after July 1, 2018.

(c) The County has budgeted Five Million Dollars ($5,000,000) as matching funds for the completion of the Project in its Multi-Year Capital Budget in Fiscal Years 2016, 2017 and 2018. These funds will be available for this Project on a reimbursement basis to MDX. This Agreement includes local funding from Miami-Dade County in various fiscal years. The local funding is contingent upon annual legislative appropriation by the Board of County Commissioners.

(d) MDX will enter into a Supplemental JPA (#2), with FDOT pursuant to which MDX will serve as the Local Agency and will design and construct the Project. The Supplemental JPA (#2) between FDOT and MDX will provide $5,000,000 in state funding for design and construction. The County will provide the $5,000,000 Local Match for Supplemental JPA (#2) including the construction phase of the Project.

(e) Should the County request modifications to the Project subsequent to its letting and should MDX determine that those modifications will cause the Project costs to exceed the project budget amount of $10,000,000 then the parties may modify this Agreement to provide for the County to contribute additional local funds to pay for the costs of the requested Project modification(s).

(f) The parties herein acknowledge and agree that no modifications will be made to the Project that cause the costs to exceed the Project budget until County funds are identified.

(g) MDX shall implement the Project within the allocated funding provided by FDOT and the County. Should MDX in collaboration with the County determine that the Project costs will exceed $10,000,000, MDX will so advise the County. MDX and the County will work together

to either identify additional funds from a source other than MDX; or revise the Project Scope of Services to keep the Project within the established budget.

4. **Coordination of Design and Construction Activities; Reimbursement of Costs; Post-Acceptance Repair Work**

(a) Until the Certificate of Occupancy is received, MDX shall be responsible for maintaining the Project site in an appropriate state of maintenance and repair.

(b) MDX will obtain all required permits from the property owner, FDOT, to commence construction activities. MDX will meet all other regulatory, planning and permitting requirements for the Project.

(c) MDX will closely coordinate the design with the County and FDOT to ensure final design meets County and State of Florida Park and Ride Facility requirements.

(d) MDX and the County agree to schedule and hold regular and joint Project meetings between their respective staff and consultants. The objective of these meetings is to coordinate efforts regarding the successful completion and timely delivery of the Project. MDX agrees to request County review and comment on all Project milestone submittals and reports. Under this Agreement, Project Milestones include request for proposal, design criteria package, engineer's estimate of probable design build cost/bid form, bid tabulations and design reviews at major project control points. The County agrees to provide comments to MDX and to attend all comment resolution meetings; and MDX agrees to respond to all comments the County provides regarding the Project.

(e) Specific eligible project activities are shown in Paragraph 2.c above. MDX payment requests to County must be consistent with FDOT's invoicing requirements. MDX will provide documentation that it has complied with all applicable FDOT JPA requirements including 3rd Party Concurrence, and Plans and Specifications approval. Only MDX expenses incurred on or after the execution date of MDX's Supplemental JPA with FDOT including construction costs for $5,000,000 shall be eligible for reimbursement under this Agreement.

(f) Payments to MDX shall be on a reimbursement basis up to fifty percent (50%) of eligible costs incurred per payment request submitted. Payment requests may be submitted by MDX to the County on a monthly basis. A detailed summary of eligible costs incurred must accompany each payment request. All MDX payment requests to the County must concurrently be reviewed and approved by FDOT for reimbursement eligibility. Evidence of FDOT reimbursement eligibility approval shall be provided to the County. MDX shall provide two (2) copies of each payment request submitted to the County.

(g) Final Project Payment will equal ten percent (10%) of total County share up to $500,000. Final payment for the project will be made only after (1) All Project punch list items have been resolved to the County's satisfaction; (2) Final Certificate of Occupancy for the Dolphin Station has been received; (3) Receipt of Dolphin Station As-Built Drawings (two hard copies and two electronic copies will be provided- one electronic copy will be in Computer-Aided Design and Drafting (CADD) format and one electronic copy will be in Adobe Acrobat format), As-built drawings shall be provided in accordance with MDX Project standard requirements; and (4) Copies of all warranties, operating and maintenance manuals, and spare parts will be provided to the County.

(h) Following acceptance of the work, the County will advise MDX of any post-acceptance repairs that need to be made within twelve (12) months of the County's acceptance of the Project. If MDX determines that the post-acceptance repairs are within the warranty period provided by its contractors or that the repairs are otherwise contractually required to be made by the contractors, MDX will take steps to have the contractors make the repairs. All such repair work performed by MDX's contractors on a post-acceptance basis shall be coordinated with the County and the standards applicable to the improvement work during the pre-acceptance period provided elsewhere herein shall apply to post-acceptance repair work.

5. **Procurement of Project Services**

(a) MDX shall have sole control of the procurement and will let the Project for public bid in accordance with MDX procurement policies and procedures. In the event that bids or proposals exceed the estimated Project budget amount, MDX shall consult with the County and shall be under no obligation to award the Project unless MDX and the County have first amended this Agreement to ensure the availability of funds from an acceptable source, in combination with available funds from the County and FDOT to pay all Project costs.

(b) MDX has adopted a Small Business Participation Policy for its procurements. Businesses that meet the requirements for the MDX Program are those meeting the requirements of the Community Business Enterprise (CBE) and Small Business Enterprise-Construction (CSBE) Programs operated and administered by Miami-Dade County as codified in Miami-Dade County Code of Ordinances, Part III, Chapter 2, Section 2-10.4.01 and Chapter 10, Section 10-33.02, respectively. MDX will require a Small Business participation of fifteen per cent (15%) for the design and construction of the Project.

6. **Liability and Insurance**

MDX shall ensure that its contractors and consultants: (1) maintain adequate insurance during the Project with MDX and the County conferring to determine a reasonable level of insurance to be required for the work; (2) provide contractual indemnity to the County as the Project owner; and (3) name the County as an additional insured. Upon final acceptance of the Project when the County assumes responsibility for operation and maintenance of the Dolphin Station, all liability and responsibility for the facility will lie with the County.

7. **Dispute Resolution**

MDX and the County agree that they, through their duly authorized representatives, will meet and work toward a mutually satisfactory resolution of any dispute arising under this Agreement, failing which the parties may resort to their legal remedies as provided by law.

8. **Termination**

MDX or the County may terminate this Agreement upon 30 days written notice to the other at the addresses set out in paragraph 12 below.

9. **Miscellaneous Matters**

MDX shall have sole control of the procurement of the Project and prosecution of the Project after letting.

10. **Counterparts**

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

11. **Severability**

The provisions of this Agreement are independent of and separable from each other and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part, except to the extent that such invalidity or unenforceability causes the Agreement to fail of its essential purpose, in which case either party shall have the right to terminate the Agreement upon written notice to the other.

12. **Notice**

All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received when

delivered personally or by courier service or upon actual receipt of registered or certified mail, addressed as set forth below:

(a) To MDX: Miami-Dade Expressway Authority
Javier Rodriguez, P.E., Executive Director
3790 NW 21st Street
Miami, FL 33142

and

Miami-Dade Expressway Authority
Carlos Zaldivar, General Counsel
3790 NW 21st Street
Miami, FL 33142

(b) To County: Miami-Dade County
Alice Bravo, P.E., Transit Director
701 NW First Court, Suite 1700
Miami, FL 33136

and

Miami-Dade County Attorney's Office
111 NW First Street, Suite 2810
Miami, FL 33128

Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph.

13. No Third Party Beneficiaries to this Agreement

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.

14. Other Documents

MDX and the County will take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for herein; provided that MDX and the County acknowledge that certain additional actions by MDX or the County may require approval by their respective Boards, and, to the extent such approval is required by applicable law, obtaining such approval shall be a condition to their obligations hereunder.

15. Term of Agreement

This Agreement will expire the sooner of the following: (1) twelve (12) months after final acceptance of the Dolphin Station Project by the County and the final payment to MDX by the County; or (2) three (3) years from execution date of this Agreement. This Agreement may be extended upon mutual agreement of the County and MDX.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, the MIAMI-DADE EXPRESSWAY AUTHORITY, signing by and through its Executive Director, and MIAMI-DADE COUNTY, FLORIDA, signing by and through the Mayor, Mayor's Designee or Miami-Dade Transit Director, each duly authorized to execute same.

MIAMI-DADE EXPRESSWAY AUTHORITY

Approved:

_____

Marie T. Schafer, CPA, Chief Financial Officer

Approved:

_____

Juan Toledo, P.E., Director of Engineering

Legal Approval:

_____

Carlos Zaldivar, General Counsel

By: _____

Javier Rodriguez, P.E., Executive Director

MIAMI-DADE COUNTY, FLORIDA

By: _____

Mayor, Mayor's Designee or Miami-Dade Transit Director

Attest: Harvey Rubin, Clerk of the Board

By: _____

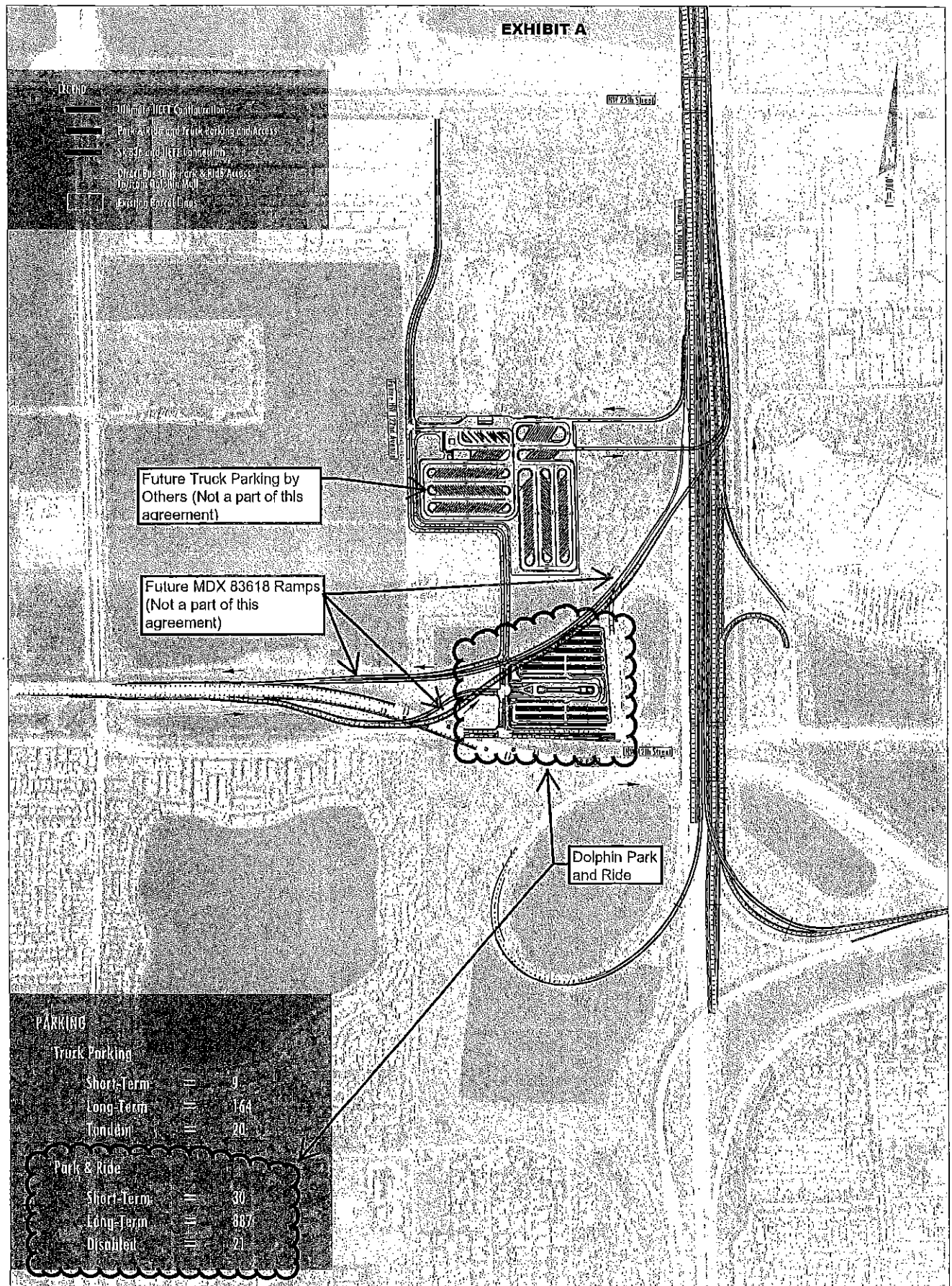
Deputy Clerk

Approved as to form and legal sufficiency:

By: _____

County Attorney

EXHIBIT A



Truck Parking and Park & Ride Site Feasibility Study
Alternative 3 (Agency Feedback)

Memorandum

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: January 14, 2016

Re: **CITT AGENDA ITEM 5F:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE TERMS OF AND AUTHORIZING THE MAYOR, MAYOR'S DESIGNEE OR MIAMI-DADE TRANSIT DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI-DADE EXPRESSWAY AUTHORITY TO SERVE AS THE LOCAL AGENCY FOR IMPLEMENTING THE DESIGN, DEVELOPMENT AND CONSTRUCTION OF THE DOLPHIN STATION PARK AND RIDE/TERMINAL FACILITY PROJECT; AND AUTHORIZING THE USE OF **$5,000,000.00** IN CHARTER COUNTY TRANSPORTATION SALES SYSTEM SURTAX FUNDS AS THE LOCAL MATCH FOR $5,000,000.00 IN STATE FUNDING PROGRAMMED FOR THE MIAMI-DADE EXPRESSWAY AUTHORITY FOR THE PROJECT **(MDT- BCC Legislative File No. 160043)**

On January 14, 2016, the CITT voted (7-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 16-006. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Absent
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Aye
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Joseph Curbelo – Absent
Alfred J. Holzman – Aye
Jonathan Martinez – Absent
Miles E. Moss, P.E. – Aye
Marilyn Smith – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq. – Absent
Hon. James A. Reeder – Absent
Hon. Linda Zilber – Absent

cc: Alina Hudak, Deputy Mayor
Bruce Libhaber, Assistant County Attorney