

Memorandum



Date: October 2, 2018

Agenda Item No. 8(N)(5)

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the printed name.

Subject: Resolution Ratifying an Interlocal Agreement Between the Miami-Dade Transportation Planning Organization and Miami-Dade County, the Village of Pinecrest, the Town of Palmetto Bay, the Town of Cutler Bay, the City of Homestead and Florida City, Pursuant to Section 2-10 of the Code of Miami-Dade County, for the Purpose of Developing an Implementation Plan for the South TransitWay Rapid Transit Corridor

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) ratify an Interlocal Agreement (Agreement) between the Miami-Dade Transportation Planning Organization (TPO), and Miami-Dade County (County), the Village of Pinecrest, the Town of Palmetto Bay, the Town of Cutler Bay, the City of Homestead, and Florida City for the purpose of developing an implementation plan for the South Dade TransitWay (TransitWay) rapid transit corridor, as part of the Strategic Miami Area Rapid Transit (SMART) Plan.

SCOPE

The TransitWay is located in Commission District 8, represented by Commissioner Daniella Levine-Cava, and District 9, represented by Commissioner Dennis C. Moss, however, the impact of this Agreement is County-wide.

FISCAL IMPACT

The Agreement provides for the parties to contribute funding for development of a TransitWay implementation plan. Under the terms of the Agreement, the County and the TPO will each contribute \$474,000, and the five (5) municipalities will contribute \$50,400 each. The Citizen's Independent Transportation Trust approved the County's share of funding from the Capital Expansion Reserve during their February 16, 2017 Full Trust meeting. The Agreement requires the TPO to provide detailed information to the parties to the Agreement if there is a need for additional funding.

TRACK RECORD/MONITOR

The person responsible for monitoring the Agreement is Albert Hernandez, P.E., Assistant Director, Engineering, Planning and Development, Department of Transportation and Public Works.

BACKGROUND

The TransitWay has been identified in the SMART Plan as one of the six (6) priority rapid transit corridors. As stakeholders in the development of this corridor, the County, the TPO and the above referenced five (5) municipalities have agreed to enter into this Agreement to develop an implementation plan for the TransitWay rapid transit corridor. The implementation plan is required in addition to the Project Development and Environmental study being managed by DTPW.

This Agreement provides for various undertakings in support of the implementation plan including:

- Development of a local corridor vision plan to enhance mobility, accessibility, and connectivity along the corridor.
- Development of a community engagement plan to look for input and consensus of businesses, residents, and elected officials.
- Promotion of economic development along the corridor.
- Participation in charrettes and public meetings to provide information to the community.
- Establishment of a Project Advisory Team with the participation of all parties to the Agreement, and any other transportation partner, to work collaboratively to promote the advancement of rapid transit development along the TransitWay.
- Obtain consensus on key project issues and work cooperatively towards resolving any conflicts that may arise.

The TPO will be the lead agency for the development of the implementation plan.



Alina T. Hudak
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: October 2, 2018

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(5)

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)(5)
10-2-18

RESOLUTION NO. _____

RESOLUTION RATIFYING AN INTERLOCAL AGREEMENT BETWEEN THE MIAMI-DADE TRANSPORTATION PLANNING ORGANIZATION AND MIAMI-DADE COUNTY, THE VILLAGE OF PINECREST, THE TOWN OF PALMETTO BAY, THE TOWN OF CUTLER BAY, THE CITY OF HOMESTEAD AND FLORIDA CITY, PURSUANT TO SECTION 2-10 OF CODE OF MIAMI-DADE COUNTY, FOR THE PURPOSE OF DEVELOPING AN IMPLEMENTATION PLAN FOR THE SOUTH DADE TRANSITWAY RAPID TRANSIT CORRIDOR

WHEREAS, the Miami-Dade Transportation Planning Organization (TPO), and Miami-Dade County (County) have developed the Strategic Miami Area Rapid Transit (SMART Plan); and

WHEREAS, the SMART Plan identifies the South Dade TransitWay as one of six (6) priority rapid transit corridors; and

WHEREAS, the TPO, the County, the Village of Pinecrest, the Town of Palmetto Bay, the Town of Cutler Bay, the City of Homestead and Florida City recognize the importance of entering into a partnership to collaboratively develop an implementation plan for the South Dade TransitWay rapid transit corridor and have agreed, for this purpose, to enter into the attached interlocal agreement, a copy of which is incorporated herein by reference; and

WHEREAS, on February 16, 2017 the Citizens' Independent Transportation Trust adopted a resolution recommending approval of this interlocal agreement; and

WHEREAS, pursuant to the Section 2-9 of the County Code, the Mayor is authorized to execute agreements with other governmental entities; and

WHEREAS, pursuant to the Section 2-10 of the County Code, this interlocal agreement is subject to ratification by the Board of County Commissioners; and

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 this Board ratifies the attached interlocal agreement between the Transportation Planning Organization and Miami-Dade County, the Village of Pinecrest, the Town of Palmetto Bay, the Town of Cutler Bay, the City of Homestead and Florida City for the purpose of developing an implementation plan for the South Dade TransitWay rapid transit corridor.

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:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Daniella Levine Cava	Jose "Pepe" Diaz
Sally A. Heyman	Eileen Higgins
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of October, 2018. 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

THIS AGREEMENT, made and entered into this 29th day of June, 2018, by and between the Miami-Dade Metropolitan Planning Organization (MPO), hereinafter called the MPO and the **VILLAGE OF PINECREST; TOWN OF PALMETTO BAY; TOWN OF CUTLER BAY; FLORIDA CITY; CITY OF HOMESTEAD; and MIAMI-DADE COUNTY, FLORIDA**, collectively known as the "Parties."

WITNESSETH:

ARTICLE 1.00: The **PARTIES** do hereby recognize the importance of entering into a multi-agency partnership to advance efforts in connection with the Strategic Miami Area Rapid Transit (SMART) Plan which identifies the SOUTH DADE TRANSITWAY as one of six rapid transit priority corridors, for the development of an IMPLEMENTATION PLAN, as described in Article 3.00 recited herein.

ARTICLE 2.00: The Parties wish to continue the efforts already underway to improve regional mobility along the referenced rapid transit corridor. This has involved extensive collaboration and coordination among the stakeholders. In addition to the Project Development and Environmental (PD&E) study, other activities are required to support this effort, as described below.

ARTICLE 3.00: The purpose of this agreement is to develop a multi-agency partnership for undertaking the following activities to support the South Dade TransitWay Implementation plan, including but not limited to:

1. Develop a local corridor vision plan to enhance mobility, accessibility and connectivity along the corridor.
2. Develop a community engagement plan to look for input and consensus of businesses, residents and elected officials.
3. Promote the economic development along the corridor.
4. Participate in charrettes and public meetings to inform the community.
5. Establish a Project Advisory Team (PAT) with the participation of all **PARTIES** to work collaboratively to promote the advancement of rapid transit development along the South Dade TransitWay.
 - a. The MPO Executive Director or Executive Director's designee shall appoint a representative from each involved Party, as well as, any other transportation partner, as needed.
 - b. The PAT will provide guidance for the development of the activities listed above and will serve

- as a liaison to their respective entities.
- c. All Parties shall assist and provide available information to support the efforts to be conducted along the corridor.
 - d. The PAT will coordinate public outreach events with the community, municipalities, and other involved stakeholders;
6. Reach consensus on key project issues and work cooperatively towards resolving any conflicts that may arise.
-

ARTICLE 4.00: The **PARTIES** agree that the MPO will be the lead agency for the development of the Implementation Plan.

ARTICLE 5.00: During the performance of this agreement, the MPO will be responsible for the assignment of Consultant(s) to conduct any planning work along the referenced rapid transit corridor. The selected consultant(s) shall comply with all requirements under Title VI (Civil Rights Act of 1964), up to and including the standard Title VI Non-Discrimination Assurances.

ARTICLE 6.00: The **PARTIES** agrees to fund the Implementation Plan as per Article 10.00 of this Agreement.

1. The contribution by each Party is as follows:
 - a. MPO shall contribute \$474,000, or 39.5% of the project funding.
 - b. Miami-Dade County shall contribute \$474,000, or 39.5% of the project funding.
 - c. Village of Pinecrest shall contribute \$50,400, or 4.2% of the initial project funding.
 - d. Town of Palmetto Bay shall contribute \$50,400, or 4.2% of the initial project funding
 - e. Town of Cutler Bay shall contribute \$50,400, or 4.2% of the initial project funding
 - f. Florida City shall contribute \$50,400, or 4.2% of the initial project funding
 - g. City of Homestead shall contribute \$50,400, or 4.2% of the initial project funding
2. In the event that the entire amount is not expended, the funds will be returned to the respective party based on the above percentages.
3. In the event that the entire amount is not enough to cover the initial project activities cost, the MPO shall provide detailed information as to the need for additional funding, and will request funding from the Parties according to the above percentages.

ARTICLE 7.00: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to

and include all genders.

ARTICLE 8.00: The **PARTIES** agrees that they shall make no press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, except as otherwise required by law, during the period of this Agreement, without first notifying the MPO Executive Director or Executive Director's designee and securing consent. In the event that the **PARTIES** wishes to issue a press release or publicity release, the **PARTIES** shall seek consent from the MPO Executive Director or Executive Director's designee prior to release by providing a copy of the draft release. The MPO Executive Director or Executive Director's designee shall reply to the request of the **PARTIES** within one business day. The **PARTIES** also agrees that it shall not copyright or patent any of the data and/or information furnished in compliance with this Agreement, it being understood that, under Article 8.00 hereof, such data or information is the property of the MPO. This Section shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to Article 7.10 of this Agreement.

ARTICLE 9.00: The MPO shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid on such contract.

ARTICLE 10.00: The MPO shall invoice 100% of each **PARTIES** contribution as specified in Article 6.00 of this Agreement.

ARTICLE 11.00: Standards of Conduct - Conflict of Interest – the MPO covenants and agrees that it, its employees, and its contractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will be reference be made a part of this Agreement as though set forth in full.

ARTICLE 12.00: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE 13.00: No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by all parties hereto, and approved by the Governing Board of the Metropolitan Planning Organization.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 29th day of June, 2018

FOR MIAMI-DADE MPO:

ATTEST:

Miami-Dade MPO Clerk of the Board

By: [Signature]
Aileen Bouclé, Executive Director

By: Zainab Salim
Zainab Salim

Date: 6/29/18

Date: 6/29/18



Approved as to Form and Legal Sufficiency

By: [Signature]
Assistant County Attorney

Date: 6/29/18

ATTEST: PARTIES

Miami-Dade County

Legal Review

By: [Signature]
Name: CHARLES A. ESTIMENEZ
Title: COUNTY MAYOR
Date: 6/28/18

By: [Signature]

Village of Pinecrest

By: [Signature]
Name: Jocelyn Galiano
Title: Village Manager
Date: 9/21/2016

Legal Review

By: [Signature]

Town of Palmetto Bay

By: [Signature]
Name: EDWARD SILVA
Title: VILLAGE MANAGER
Date: 9/21/2016

Legal Review

By: [Signature]

Town of Cutler Bay

By: [Signature]
Name: Rafael G. Casals
Title: Town Manager
Date: 07/28/2016

Legal Review

By: [Signature]
WEISS SEROTA HELFMAN
COLE, & BIERMAN, P.L.
Town Attorney

Town Resolution: 16-40

Florida City

By: [Signature]
Name: Otis T. Wallace
Title: Mayor
Date: _____

Legal Review

By: [Signature]

City of Homestead

By: [Signature]
Name: George Gectas
Title: City Manager
Date: 9.21.16

Legal Review

By: [Signature]

RESOLUTION 16-40

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION (MPO) AND THE TOWN OF CUTLER BAY FOR THE SOUTH DADE TRANSIT WAY IMPLEMENTATION PLAN; PROVIDING FOR THE AUTHORIZATION OF THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay is a member of a multi-agency partnership to advance efforts in connection with the Strategic Miami Area Rapid Transit (SMART) Plan which identified the South Dade Transit Way as one of the six (6) rapid transit priority corridors; and

WHEREAS, this multi-agency partnership consists of the Miami-Dade Metropolitan Planning Organization (the "MPO"), Miami-Dade County, Village of Pinecrest, Village of Palmetto Bay, Town of Cutler Bay, City of Florida City, and the City of Homestead (the "Parties"); and

WHEREAS, the Parties and the MPO desire to jointly fund the "South Dade Transit Way Implementation Plan" to enhance mobility, accessibility and connectivity along the South Dade Transit Corridor; and

WHEREAS, in furtherance of this desire, the Town and the MPO have mutually agreed to enter into the Interlocal Agreement, in substantially the form attached hereto as Exhibit "A;" and

WHEREAS, funding for the Project is being provided by the Town's portion of the People's Transportation Plan Municipal Transit Allocation; and

WHEREAS, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of the Agreement. The Town Council hereby approves the Interlocal Agreement for the "South Dade Transit Way Implementation Plan" between the Town and the MPO in substantially the form attached hereto as Exhibit "A".

Section 3. Authorization of the Town Manager. The Town Manager is hereby authorized to take all action necessary to enter into the Interlocal Agreement for the South Dade Transit Way Implementation Plan between the Town and the MPO in substantially the form attached hereto as Exhibit "A" for the Town, subject to the Town Attorney's approval as to form, content and legal sufficiency.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 20th day of July, 2016.




PEGGY R. BELL
Mayor

Attest:


JACQUELINE N. WILSON
Town Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:


WEISS SEROTA HELFMAN
COLE, & BIERMAN, P.L.
Town Attorney

Moved By: Council Member Mixon
Seconded By: Council Member Coriat

FINAL VOTE AT ADOPTION:

Mayor Peggy R. Bell YES

Vice Mayor Ernest N. Sochin YES

Councilmember Roger Coriat YES

Councilmember Sue Ellen Loyzelle YES

~~Councilmember Mary Ann Mixon YES~~