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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: May 17, 2016

Agenda Item No. 14(A)(3)

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

From: Carlos A. Gimenez
Mayor

Subject: First Amendment to the Interlocal Agreement with South Florida Regional Transportation Authority for the Provision of Financial Support for Tri-Rail Downtown Miami Service and Authorizing Use of Charter County Transportation Surtax Funds

Resolution No. R-439-16

This item was amended at the May 11, 2016 Transit and Mobility Services Committee meeting to require SFRTA to reimburse the final payment, upon 60 days written notice from the County, if SFRTA fails to commence revenue service to the Miami Central Station within nine (9) months of completion of construction.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a resolution authorizing execution of the attached first amendment to the Interlocal Agreement with the South Florida Regional Transportation Authority (SFRTA) related to financial support for the Tri-Rail Downtown Miami Service expansion.

This item is placed for Committee review pursuant to Miami-Dade County (County) Code Section 29-124(f). This 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 item. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this item, I will request a withdrawal of this item. This item is scheduled for the May 2016 CITT meeting.

Scope of Agenda Item

The Miami Central Station lies within Commission Districts 3 and 5, which are represented by Commissioner Audrey M. Edmonson and Commissioner Bruno A. Barreiro, respectively.

Fiscal Impact/Funding Source

The SFRTA submitted a request for $13.9 million from the County to support the construction of two (2) platforms to allow for Tri-Rail service to be provided in the planned Miami Central Station, which was approved by the Board on June 30, 2015 through Resolution R-570-15. With this amendment up to $11,815,000.00 of the funding allocated may be released to underwrite improvement costs incurred to date at the Miami Central Station The source of funds to support the payments outlined in this Interlocal Agreement is Charter County Transportation Surtax funds, specifically the Capital Expansion Fund. This amendment does not increase County funding to this project.

Track Record/Monitor
Compliance with the terms of the interlocal agreement will be monitored jointly by the Office of the Citizens' Independent Transportation Trust's Executive Director, Charles Scurr, and Miami-Dade County Department of Transportation and Public Works' Director, Alice N. Bravo, P.E.

Background
A unique opportunity presented itself to allow the County to support the development of infrastructure that will provide the foundation for a public transit link from Downtown Miami to the northeast areas of the county. As part of the development of the Miami Central Station, a privately funded multi-modal transportation hub, the construction of two (2) additional train platforms will allow for the immediate connection of the current Tri-Rail service to Downtown Miami, as well as provide the facilities needed to support the planned coastal link that will ultimately take Tri-Rail service north along the Florida East Coast (FEC) railway corridor to Jupiter, Florida.

Substantial improvements have been made to existing tracks linking PortMiami to the FEC railway, including portions of the CSX Corporation's rail corridor on which Tri-Rail currently operates. Also, Florida East Coast Industries, which is building the Miami Central Station for the All Aboard Florida inter-city rail service from Miami to Orlando, has offered free land and discounted railroad access, and is funding the infrastructure needed within the station to support the Tri-Rail platforms, if SFRTA can fund the construction cost of the additional platforms and a prorated portion of the infrastructure to be shared between SFRTA and All Aboard Florida. Florida East Coast Industries/All Aboard Florida has agreed to advance any funding necessary for construction as long as agreements are in place with SFRTA to reimburse costs once the service has been established.

The total cost of the project is $50.4 million, which includes: the construction of a 62,000 square foot elevated platform and associated trackage; a mezzanine level consisting of columns and related structures that support the associated Tri-Rail platform and trackage; and related Miami Central Station elements including, but not limited to, portions of elevators, escalators, support spaces, and storage areas to accommodate the Tri-Rail connection. The platform construction and station infrastructure will be funded through a collaborative effort of a number of agencies currently including, but not limited to, the Southeast Overtown Park West Community Redevelopment Agency, the OMNI Community Redevelopment Agency, the City of Miami, and the Downtown Development Authority. Following execution of the Interlocal Agreement between the County and SFRTA, the Florida Department of Transportation (FDOT) decided not to participate in the Downtown Miami Link at this time. As such, SFRTA will assume the role of FDOT contemplated by the Interlocal Agreement.

In order to facilitate the timely completion of the improvements and the start of service on the Downtown Miami Link, this amendment makes available funding in an amount not to exceed $11,815,000.00 to SFRTA upon execution of this First Amendment. SFRTA will continue to ensure that construction of the improvements follows all applicable guidelines for public information and involvement and disadvantaged business enterprise requirements. Additionally, SFRTA will be solely responsible for the operations and maintenance of the improvements. The County will retain 15 percent of the funding for final payment due once SFRTA has issued a final acceptance of the improvements and revenue operations have begun, which is anticipated to be on or before March 31, 2017. Any cost overruns are the responsibility of SFRTA and All Aboard Florida, and any cost savings will be proportionally shared by the funding partners.

My Administration continues to work with Florida East Coast Industries/All Aboard Florida to determine connectivity issues between our Metrorail Government Center and Overtown stations and the Miami Central Station, and is continuing discussions regarding a proposed parking garage and bus station facility. Any necessary agreements regarding these activities will be brought to the Board for consideration at some point in the future.

Attachments

Edward Marquez
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: May 17, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(3)

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. 14(A)(3)
5-17-16

RESOLUTION NO. R-439-16

RESOLUTION APPROVING THE FIRST AMENDMENT TO THE TERMS OF THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR FUNDING IN AN AMOUNT NOT TO EXCEED $13,900,000.00 AND FURTHER AUTHORIZING THE DISBURSEMENT OF A PORTION OF THE FINANCIAL SUPPORT FOR THE PAYMENT OF COSTS RELATED TO TRI-RAIL DOWNTOWN MIAMI LINK STATION IMPROVEMENTS AT THE MIAMI CENTRAL STATION INCURRED PRIOR TO THE EXECUTION OF SAME; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE PROVISIONS CONTAINED THEREIN; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSE

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

WHEREAS, various local funding partners, including the City of Miami ("City"), Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), and the Omni Community Redevelopment Agency ("Omni CRA"), took independent action during the summer and fall of 2015 to authorize contributions totaling approximately $31 million to underwrite the estimated costs of the Tri-Rail Miami Link Station improvements at the Miami Central Station (the "Improvements") not otherwise paid for by either the County, SFRTA, or Florida Department of Transportation ("FDOT"); and

WHEREAS, due to the FDOT's decision not to participate in the Downtown Miami Link at this time, South Florida Regional Transportation Authority ("SFRTA") has agreed to assume the role contemplated for FDOT in the Interlocal Agreement; and

WHEREAS, in recognition of the County's commitment to the underwriting of a portion of the cost of the Improvements, SFRTA agrees that any agreement it reaches with All Aboard Florida and Florida East Coast Railway (FECR) shall permit non-SFRTA rail service to operate between the MiamiCentral Station and the crossing where the FECR and South Florida Rail Corridors meet in Miami-Dade County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board: (a) approves the First Amendment to the Interlocal Agreement between the County and SFRTA, in substantially the form attached hereto and incorporated herein by this reference, for funding not to exceed $13,900,000.00 for the improvements, of which up to $11,815,000.00 may be released to underwrite improvement costs incurred to-date; (b) authorizes the County Mayor or County Mayor's designee to execute same and exercise the provisions contained therein; and (c) authorizes the use of Charter County Transportation Surtax Funds for such purpose.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.** , who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of May, 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

FIRST AMENDMENT
TO THE
INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR THE TRI-RAIL DOWNTOWN MIAMI LINK STATION IMPROVEMENTS AT THE MIAMI CENTRAL STATION

This FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT ("First Amendment") is made and entered into this ____ day of ___, 2016, by and between MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County", and the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate and an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes, hereinafter referred to as "SFRTA" and collectively hereinafter referred to as the "Parties".

WITNESSETH

WHEREAS, the SFRTA and the County have entered into the Interlocal Agreement dated _____ (the "Agreement") relating to funding for the Tri-Rail Downtown Miami Link; and

WHEREAS, it is estimated that the design and construction of the necessary Tri-Rail station improvements for the Tri-Rail Downtown Miami Link will cost an estimated Fifty Million Four Hundred Thousand ($50,400,000) to construct (the "Estimated Cost") in station improvements to construct: (i) a 62,000 sq. ft. elevated platform and associated trackage; (ii) a mezzanine level consisting of columns and related structures which support the associated Tri-Rail platform and trackage; and (iii) related Miami Central Station elements including, but not limited to, portions of elevators, escalators, support spaces and storage areas, all as more particularly described in Exhibit "A" (hereinafter referred to as the "Improvements"); and

WHEREAS, various local funding partners, including the City of Miami ("City"), Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), Omni Community Redevelopment Agency ("Omni CRA"), took independent action during the summer and fall of 2015 to authorize contributions totaling approximately $31 million to underwrite the Estimated Cost of the Improvements not otherwise paid for by either the County, SFRTA, or Florida Department of Transportation ("FDOT"); and

WHEREAS, due to the FDOT's decision not to participate in the Downtown Miami Link at this time, SFRTA has agreed to assume the role of FDOT contemplated by the Agreement; and

WHEREAS, the County also wishes to make available its funding contribution available to SFRTA upon execution of this First Amendment in order to facilitate the timely completion of the Improvements and the start of service on the Downtown Miami Link.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree:

1. **RECITALS**. The Recitals to this Agreement are true and correct, incorporated herein by reference and made part hereof.

2. **AMENDMENT**. Sections 4, 6(A) and 8 of the Agreement are hereby amended to read as follows:

> **4.** **SCHEDULE AND MANNER OF REIMBURSEMENTS**: SFRTA shall furnish the County with a copy of the estimated budget for the Improvements, and, thereafter, shall similarly furnish the County with any and all revisions thereto. SFRTA shall also provide to the County a schedule of values identifying ~~directly~~ monthly design and construction milestones and the anticipated construction

expenditures payout schedule for such milestones for the Improvements. Disbursement of Funds by the County/CITT shall be based upon ~~quarterly~~ monthly invoices provided by SFRTA accompanied by certified copies of paid contractor invoices for eligible costs (the "Reimbursement Request") and shall be paid by the County pursuant to the timeframes contained within the Local Government Prompt Payment (Chapter 218, Part VII, F.S.). SFRTA may submit invoices covering Eligible Costs, including those Eligible Costs incurred prior to the date of this First Amendment, not to exceed $13,900,000 less the Final Payment amount defined below, upon the execution of this First Amendment. Subsequent Reimbursement Requests may be made monthly.[1] Each Reimbursement Request shall also include a certified copy of all payments made to sub-contracted firms during the reimbursement period. Reimbursement Requests shall be submitted no sooner than October 1, 2015. Payment of Funds by the County upon submittal of a Reimbursement Request by SFRTA shall not exceed the County's proportionate share of the Estimated Cost of the Improvements.

Notwithstanding the receipt of a Reimbursement Request from SFRTA for payment of Funds, the County shall withhold funds in an amount equivalent to fifteen percent (15%) of the Funds or not less than Two Million Eighty Five Thousand Dollars ($2,085,000.00) (the "Final Payment"). Issuance of the Final

[1] Double underlined words are additions
~~Struck through~~ words are deletions

Payment to SFRTA shall be subject to ~~the satisfaction of the following conditions: (a)~~ Final Acceptance of the Improvements by SFRTA, ~~which is presently estimated to occur on or before December 31, 2016~~ ("Construction Completion Date").~~; and (b)~~ SFRTA shall, thereafter, commence ~~the start of~~ revenue operations of the Tri-Rail commuter rail service into the Miami Central Station ~~which service is presently estimated to commence on or before March 31, 2017~~ not later than nine (9) months following the Construction Completion Date (the "Service Commencement Date") ~~(where (a) and (b) are collectively defined as the "Conditions of Final Payment")~~. In the event SFRTA has not commenced revenue operations of the Tri-Rail commuter rail service into the Miami Central Station by the Service Commencement Date, then SFRTA shall either: (i) reimburse the County, as a result of such default, the Final Payment plus applicable interest, within sixty (60) days of written notice of such default from the County; or (ii) within sixty (60) days from the date of written notice of such default from the County, or such additional period of time as may be reasonably necessary if SFRTA has and continues its good faith, diligent efforts to commence service to the Miami Central Station, cure such default to the reasonable satisfaction of the County. The County may, at its option, choose to deduct monies owed by SFRTA, as a result of such default, from operating funds otherwise payable to SFRTA. The parties agree that said deduction shall not be deemed a violation of any statutory requirements to provide operating funds to

SFRTA and that the obligation of other governmental entities to provide operational funding to SFRTA remains unchanged.

6(A). **APPROVALS**: Unless waived by action of the County, this Agreement shall only become effective upon approval by the CITT and the Board of County Commissioners and the SFRTA Governing Board. In the event the Agreement is not approved, the Agreement shall be null and void and be of no force or effect. The Parties also agree that this Agreement shall be conditioned upon approval of all applicable funding agreements with local partners for the "Improvements", including any required amendments to such funding agreements. ~~including the sole-source agreement between AAF and SFRTA for the Station Improvements, the loan agreement with an AAF affiliate for a loan for the cost of some of the Improvements, the agreement between AAF, FECR, FDOT and SFRTA for the Improvements and operations and maintenance on the FECR corridor, a separate agreement with FECR (if necessary) for the rail infrastructure improvements and all other funding agreements with other funding partners and SFRTA for the Improvements~~.

8. **DEFAULT:** If through any cause within the reasonable control of SFRTA, SFRTA shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, the County may thereupon give written notice to SFRTA of such default and specify what actions must be taken to cure said default to avoid termination hereunder.

SFRTA shall have sixty (60) days to cure said default or such additional period authorized by the County. In the event that SFRTA shall not have cured said default to the satisfaction of the County by such deadline, then this Agreement may be terminated by the County upon notice of termination to SFRTA. If through any cause within the reasonable control of the County, the County shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, SFRTA may thereupon give written notice to the County of such default and specify what actions must be taken to cure said default and avoid termination hereunder. The County shall have sixty (60) days to cure or additional period authorized by SFRTA. In the event that the County shall not have cured said default by such deadline, then this Agreement may be terminated by SFRTA upon notice of termination to County. In the event either party terminates this Agreement for cause, the terminating party shall have all remedies available to it under State law against the party being terminated and the party being terminated shall have available all rights available under State law to defend itself if the terminating party seeks to have any remedies opposed on it. As Section 7 provides that "[i]n the event of breach or non-performance by the persons selected by SFRTA to perform the design and construction of the Improvements, SFRTA shall, upon written request by the County assign to the County any and all rights under the affected contract for purposes of the County's prosecution of claims, actions or causes of action resulting from such

breach or non-performance," County agrees that a breach or non-performance by the persons selected by SFRTA to perform the design and construction of the improvements, which is All Aboard Florida – Operations, LLC. ("AAF"), is not a breach of this Agreement by SFRTA and the County shall take no action against SFRTA for a breach by AAF, as described above, including but not limited to seeking reimbursement from SFRTA of any monies paid pursuant to this Agreement, provided SFRTA assigns to the County SFRTA's rights under Section 7 cited above.

3. **NON-SFRTA RAIL SERVICE**. SFRTA agrees that any agreement it reaches with AAF and FECR shall permit non-SFRTA sponsored, commuter rail service between the Miami Central Station and the IRIS crossing where the FECR and South Florida Rail Corridors meet in Miami-Dade County.

4. To extent not modified in by this First Amendment, the terms and conditions of the Agreement are hereby ratified and affirmed.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto set their hands and official seals the day and year first above written:

MIAMI-DADE COUNTY

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

BY:_____
Deputy Clerk

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

BY:_____
County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency

_____
County Attorney

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

ATTEST:

BY:_____
Jack L. Stephens
Executive Director

Approved as to legal form and sufficiency:

_____
Teresa J. Moore, Esq.
General Counsel

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, an agency of the State of Florida

BY:_____
Commissioner Steven L. Abrams

#4931460 v2

Memorandum

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

From: Charles Scurr, Executive Director

Date: May 12, 2016

Re: **CITT AGENDA ITEM 5F:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE A FIRST AMENDMENT TO THE TERMS OF AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR THE PROVISION OF FINANCIAL SUPPORT IN AN AMOUNT NOT TO EXCEED $13,900,000.00 AND FURTHER AUTHORIZING THE DISBURSEMENT OF A PORTION OF THE FINANCIAL SUPPORT FOR THE PAYMENT OF COSTS RELATED TO TRI-RAIL DOWNTOWN MIAMI LINK STATION IMPROVEMENTS AT THE MIAMI CENTRAL STATION INCURRED PRIOR TO THE EXECUTION OF THE SAME; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE PROVISIONS CONTAINED THEREIN; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSE **(DTPW- BCC Legislative File No. 161109)**

On May 12, 2016, the CITT voted (10-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 16-026. The vote was as follows:

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

Oscar Braynon – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq. – Absent
Hon. James A. Reeder – Absent
Hon. Linda Zilber – Aye

Joseph Curbelo – Absent
Alfred J. Holzman – Aye
Jonathan Martinez – Aye
Miles E. Moss, P.E. – Absent
Marilyn Smith – Aye

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