

MEMORANDUM

Agenda Item No. 11(A)(2)

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

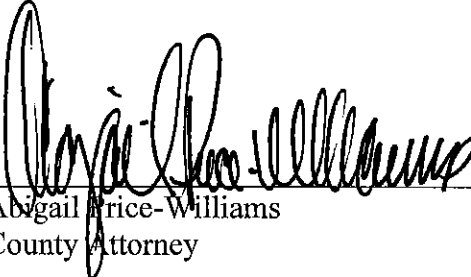
DATE: June 5, 2018

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving an Interlocal Agreement between Miami-Dade County and the City of Miami in connection with the proposed expansion of the Rapid Transit Zone to include private property adjacent to the Brickell Metrorail Station; authorizing the County Mayor to execute the Agreement in substantially the form attached and to exercise the provisions contained therein

This item was amended at the 5-10-18 Transportation and Public Works Committee to revise paragraph 6 of the interlocal agreement to provide that the City of Miami would have sole discretion over maintaining Southside Park as a park.

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Esteban L. Bovo, Jr.


Abigail Price-Williams
County Attorney

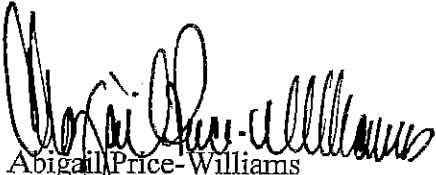
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MEMORANDUM
(Revised)

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

DATE: June 5, 2018

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(2)

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. 11(A)(2)
6-5-18

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI IN CONNECTION WITH THE PROPOSED EXPANSION OF THE RAPID TRANSIT ZONE TO INCLUDE PRIVATE PROPERTY ADJACENT TO THE BRICKELL METRORAIL STATION; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, Section 1.01(A)(17) of the Home Rule Charter authorizes the County to enter into a contract with other governmental units for the performance by one unit of government on behalf of the other; and

WHEREAS, Miami-Dade County and the City of Miami desire to provide coordinated development of property within the City of Miami and adjacent to the County's Brickell Metrorail Station; and

WHEREAS, the City of Miami desires to transfer to Miami-Dade County all zoning and permitting authority for the development of this property,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Agreement by and between Miami-Dade County, Florida, and the City of Miami is hereby approved, and the Board authorizes the County Mayor or County Mayor's designee to execute the agreement in substantially the form attached hereto and to exercise the provisions contained therein.

The Prime Sponsor of the foregoing resolution is Chairman Esteban L. Bovo, Jr. It 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 | Barbara J. Jordan |
| Joe A. Martinez | Jean Monestime |
| Dennis C. Moss | Rebeca Sosa |
| Sen. Javier D. Souto | Xavier L. Suarez |
| District 5 - Vacant | |

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 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.



Dennis A. Kerbel

**INTERLOCAL AGREEMENT FOR DEVELOPMENT OF PROPERTY
SURROUNDING BRICKELL METRORAIL STATION**

This Interlocal Agreement (“Agreement”) is entered into this _____ day _____ of _____, 2018, by and between Miami-Dade County, a political subdivision of the State of Florida (“County”), and the City of Miami, a municipal corporation located within the geographic boundaries of Miami-Dade County, Florida (“City”) pursuant to The Florida Interlocal Cooperation Act of 1969, Chapter 163, Section 163.01, Florida Statutes (2012), Section 6.06 of the Miami-Dade County Home Rule Charter, and Section 33-314(A)(4) of the Code of Miami-Dade County, Florida.

WITNESSETH:

WHEREAS, the County has adopted Chapter 33C of the Code of Miami-Dade County, Florida (“County Code”), which establishes the Rapid Transit Zone (“RTZ”) and grants exclusive jurisdiction to the County for purposes of building and zoning approvals, water and sewer installations, environmental compliance, street maintenance, and utility regulation for all property located within the RTZ; and

WHEREAS, the City and the County have a long history of mutual cooperation with regard to planning for and development in the RTZ; and

WHEREAS, the City, by Resolution No. 78-453, urged the County to provide for joint private and public development opportunities, including essential retail services, employment centers, housing and institutional attractions in convenient proximity to rapid transit stations and pledged the greatest possible cooperation with the County and urged reciprocal cooperation from the County in the planning, programming and funding of desired improvements; and

WHEREAS, Chapter 33C provides for municipal participation in the design, review, zoning, and development process through the Rapid Transit Developmental Impact Committee (“RTDIC”), which includes representation from the municipality in which the Project (as defined below) is located; and

WHEREAS, the County is considering the adoption of an ordinance (Exhibit “A”) which would extend the boundary of the RTZ to include a Brickell Station Subzone (“Subzone”) on that certain property located within the County and the City, as depicted in the attached Exhibit “B”, and which would establish development regulations and a development review and approval process applicable to the Subzone; and

WHEREAS, the Subzone is located within the City’s “Urban Central Business District” as designated on the City’s Future Land Use Map and within the Downtown Regional Urban Center as designated on the County’s Future Land Use Map; and

WHEREAS, the expanded boundary of the RTZ includes within the Subzone those certain properties depicted in the attached Exhibit “C” (the “Property”) which are owned by the City of Miami and Southside Place, LLC, its parents, affiliates, successors and/or assigns (“Owners”), and Owners desire to develop and operate a City of Miami Fire Station, public-private parking garage, and mixed-use center (the “Project”), integrated with the Miami-Dade County Metrorail and Metromover systems; and

WHEREAS, the Project abuts and shall be integrated with existing, County-controlled public transportation facilities, including the Brickell Metrorail Station and the Metromover system; and

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WHEREAS, the Project is of Countywide and regional importance and will bring substantial public health and safety benefits to the residents of the City, economic and quality-of-life benefits to the residents of the County and the City by increasing mobility to and from and throughout the City and the County, and reducing area traffic congestion and pollution as well as providing improved public safety for this area of the City; and

WHEREAS, as set forth herein, the County and the City wish to coordinate and facilitate the development of the Project in an expedited fashion under a single regulatory authority, thereby avoiding duplicative or inconsistent regulations and processes,

NOW THEREFORE, in consideration of the mutual covenants expressed herein, and other good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the County and the City agree as follows:

1. **Recitals**. The County and the City agree that the above recitals are true and correct and are incorporated herein.

2. **Conformance with Chapter 33C**. The City agrees and reconfirms that its previous acknowledgment of the RTZ and the requirement that development within the RTZ conform with applicable provisions of Chapter 33C, as amended, remains in full force and effect. The City and the County expressly recognize and authorize the expansion of the RTZ zone boundaries to include the lands located within the Subzone, including the Property.

3. **County Review and Approval of Project**. The County and the City agree that, upon the adoption by the County of an amendment to Chapter 33C of the Code of Miami-Dade County, Florida, in substantially the form attached hereto as Exhibit "A", the County shall exercise exclusive jurisdiction over the Subzone, the Property, and the development of the

Project and shall, in accordance with its rules and regulations, perform all regulatory reviews relating to the development of the Project, including, without limitation, zoning approvals and construction permitting.

4. **Exercise of County Jurisdiction.** The County agrees that the County shall exercise its jurisdiction over the Project in a manner that addresses the transportation needs of counties and urban centers throughout the State of Florida and that is consistent with, and supports the City's commitment to, principles of urban planning, including responding to the existing conditions of the City, its downtown corridor, and its natural features, infrastructure, and buildings.

5. **Ordinance.** The County and the City agree that the development regulations and the development review and approval processes included in the proposed ordinance attached hereto as Exhibit "A", shall govern development within the Subzone and on the Property, as supplemented by this Agreement.

6. **Southside Park.** The City-owned Southside Park is located within the boundaries of the Subzone, and County and City agree that Southside Park shall remain as a park at the City's sole discretion.

7. **RTDIC.** The County agrees that the City shall be entitled to appoint up to three participants to the RTDIC for all meetings of the RTDIC related to the Project, and that the City's appointees shall all be individuals with technical expertise and professional degrees in at least one of the following areas: (i) transportation, (ii) architecture, (iii) engineering, or (iv) law. In the event that the City representatives present at an RTDIC meeting to consider an application for development within the Subzone do not concur with a recommendation for approval or an administrative approval of an application, the recommendation or the decision shall be for denial.

In the event the RTDIC issues a recommendation or a decision for denial, the affirmative vote of nine members of the Board of County Commissioners shall be required to override the denial.

8. **Allocation of Development Fees.** The County and the City agree to allocate the payment of development and permitting fees as follows: (a) The County shall collect from the Owner all fees related to regulatory reviews and approvals and construction permits; (b) The City shall collect from the Owner all impact fees payable pursuant to Chapter 13 of the City Code and any fees for Developments of Regional Impact that are payable to the City pursuant to statute or ordinance; and (c) additional impact fees, if any, associated with the Project shall be collected from the Owner by the City and the County in accordance with their respective impact fee ordinances.

9. **Public Hearing.** At least six weeks prior to the scheduled public hearing of any amendments to the adopted version of Section 33C-10 (*see* Exhibit A), the County shall mail or e-mail a copy of the proposed ordinance to the City Clerk and the City Attorney. The communication to the City shall include the date of the scheduled public hearing.

10. **Authority to Effectuate this Agreement.** To the extent permitted by law and required by this Agreement, the City and the County hereby delegate to each other the authority required to effectuate the provisions of this Agreement.

11. **Term of Agreement.** This Agreement shall remain in effect for 30 years, and thereafter automatically renew for successive 10 year terms unless terminated by mutual agreement of the County and the City, as approved by majority vote of their respective governing bodies.

12. **Compliance with Laws.** The parties shall comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective

duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to this Agreement. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

13. **Dispute Resolution; Applicable Law.** 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 amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade County, Florida and each party shall be responsible for its own attorneys’ fees.

14. **Entire Agreement; Amendments.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties, except that on behalf of the City, future amendments may be approved by the City Manager and will not require approval by the City Commission.

15. **Joint Preparation.** The language agreed to expresses the mutual intent of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties by the other.

16. **Severability.** The provisions of this Agreement are independent of and severable 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 the event a finding of invalidity or unenforceability by a court of competent jurisdiction causes the agreement to fail of its essential purpose, either party shall have the right to terminate this Agreement upon written notice to the other.

17. **Miscellaneous Provisions.** Title and paragraph headings are for convenient reference and are not a part of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

18. **Notice.** Any notice provided pursuant to the terms and provisions hereof shall be deemed to be delivered when sent by hand delivery, delivery service, or certified mail, return receipt requested, postage prepaid and received by the addressee. Notices shall be sent to:

If to the City: City Manager
 City of Miami
 Miami Riverside Center
 444 S.W. 2nd Avenue, 10th Floor
 Miami, Florida 33130

With copies to: City Attorney
 Office of the City Attorney
 City of Miami
 Miami Riverside Center
 444 S.W. 2nd Avenue, Suite 945
 Miami, Florida 33130

If to County: Mayor
Miami-Dade County
111 N.W. 1st Street
29th Floor
Miami, Florida 33128

With a copy to: County Attorney
Miami-Dade County
111 N.W. 1st Street
Ste. 2810
Miami, Florida 33128

19. **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; or (c) be construed as a waiver of sovereign immunity of the parties hereto under Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, County and City have executed this Agreement, or have caused the same to be executed, as of the date and year first above written.

ATTEST

Harvey Ruvin, Clerk

MIAMI-DADE COUNTY, FLORIDA,
A political subdivision of the State of Florida,

By: _____
County Mayor

ATTEST

Todd B. Hannon, Clerk

CITY OF MIAMI, a Municipal Corporation
of the State of Florida

By: _____
City Manager