

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

Memorandum 

Date: April 18, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(N)(1)

From: Daniella Levine Cava
Mayor



Resolution No. R-368-23

Subject: Interlocal Cooperation Agreement with the City of Homestead to Provide Funding of \$5,700,000 for Eligible Construction Costs and Debt Service Payments for the Homestead Multimodal Center

Executive Summary

The purpose of this item is to obtain approval of the Board of County Commissioners (Board) for the County to enter into an Interlocal Cooperation Agreement with the City of Homestead (City) to provide funding, in an amount not to exceed \$5,700,000, from the Miami-Dade County Transportation Infrastructure Improvement District (TIID) Trust Fund for eligible construction costs and debt service payments associated with transit components of the recently-completed Homestead Multimodal Center (Project). On October 8, 2020, the Board adopted Resolution No. R-1041-20, directing the County Mayor or the County Mayor's designee to negotiate an interlocal agreement with the City of Homestead, subject to the initial review and recommendation by the Citizens' Independent Transportation Trust (CITT) and ultimate approval by the Board, providing the terms under which the County would authorize a transfer of funds from the TIID Trust Fund to the City, in an amount not to exceed \$5,700,000, for eligible construction costs and debt service payments incurred or owed by the City in the development of the Project.

The construction of a garage was a prime feature of the Project, and as the County is constructing a Bus Rapid Transit station within the Project's vicinity, there was a need to secure a portion of the parking spaces within the garage for use by TransitWay patrons, security and parking enforcement personnel. 850 parking spaces within the facility have been committed to be reserved for the use of transit patrons. The agreement commences on its effective date and remains in effect for an initial term of 39 years and may thereafter be renewed by the County for an additional 39-year term. Further key details of the terms of this agreement are enumerated in the background portion of this memo.

Recommendation

It is recommended that the Board adopt the attached resolution approving an Interlocal Cooperation Agreement between the City and the County to provide funding, in an amount not to exceed \$5,700,000, from the County TIID Trust Fund for eligible construction costs and debt service payments associated with transit components of the Homestead Multimodal Center.

Scope

The project is located in Commission District 9, which is represented by Commissioner Kionne L. McGhee. However, as the Project promotes connectivity to the entire transit system, it has a countywide impact.

Delegated Authority

The authority of the County Mayor or County Mayor's designee to execute the Interlocal Agreement and exercise all the provisions contained therein is consistent with those authorities granted under the County Code.

Fiscal Impact/Funding Source

The Interlocal Agreement provides one-time authorization for the County to provide funding to the City, in an amount not to exceed \$5,700,000, from the County TIID Trust Fund for eligible construction costs and debt service payments associated with transit components of the Project.

Track Record/Monitor

The Interlocal Agreement will be monitored by Javier Bustamante, Assistant Director, Miami-Dade Department of Transportation and Public Works (DTPW), Project Support Division and Jorge Fernandez, Assistant Director, Office of Management and Budget.

Background

On February 6, 2018, the Board adopted Ordinance No. 18-8 (the TIID Ordinance) which created the Miami-Dade County Transportation Infrastructure Improvement District. As established, the TIID includes all real property entirely or partially located within one half mile of the existing Metrorail corridor and the proposed alignments of the Strategic Miami Area Rapid Transit (SMART) Plan rapid transit corridors, except for the East-West corridor which includes all real properties entirely or partially located within one mile of the proposed alignment. The TIID Ordinance established a mechanism by which a portion of ad valorem revenues generated in the TIID remain in a separate Trust Fund to fund eligible transportation infrastructure improvements. Specifically, Section 2-2365 of the Code provides that moneys in the Trust Fund may be expended from time to time to pay for the development, construction, maintenance and/or operation of the SMART Plan rapid transit corridor projects. The South Corridor Bus Rapid Transit (BRT) project is one of the SMART Plan rapid transit corridor projects. The County is currently constructing a South Corridor BRT station in the vicinity of the Homestead Multimodal Center.

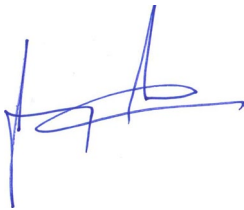
On October 8, 2020, the Board adopted Resolution No. R-1041-20, directing the County Mayor or the County Mayor's designee to negotiate an interlocal agreement with the City of Homestead, subject to the initial review and recommendation by the Citizens' Independent Transportation Trust (CITT) and ultimate approval by the Board, providing the terms under which the County would authorize a transfer of funds from the TIID Trust Fund to the City, in an amount not to exceed \$5,700,000, for eligible construction costs and debt service payments incurred or owed by the City in the development of the Project. Subsequently, the attached Interlocal Agreement was negotiated with the city. Key components of the agreement are as follows:

- The City agrees to submit for the County's approval documentation sufficient to demonstrate that the construction costs and debt service payments incurred or owed by the City in the development of the Project for which TIID Trust funds will be used are eligible expenses pursuant to Ordinance No. 18-8.
- Upon determination that the expenses are eligible for TIID Trust funding, the County will authorize a one-time transfer of an amount not to exceed \$5,700,000 in TIID Trust funds to the City to offset those eligible costs and debt service payments.
- The City agrees to reserve 850 parking spaces within the facility for the use of transit patrons with the provision that those spaces not needed for transit patrons may be released for general use in accordance with the schedule incorporated within the Interlocal Agreement.
- The City agrees to charge transit patrons an amount not to exceed the greater of the parking fee established under County Implementing Order No. 4-133 or any fee established by the County for parking along the South Corridor BRT parking facilities but in no event shall the charge be less than \$4.50 per day.

- The City agrees to accommodate the current County technology (EASY Card/EASY Ticket) in allowing transit patrons access to parking spaces within the facility and to cooperate with the County in implementing any future technology changes.
- The City shall be solely responsible for maintaining the facility, including the spaces reserved for use by transit patrons.
- The City will indemnify the County and maintain commercial general liability insurance in the amount of \$2,000,000 per occurrence and \$3,000,000 in the aggregate.

On October 20, 2020, the Board adopted Resolution No. R-1072-20 which approved the terms of and authorized the County Mayor or the County Mayor's designee to execute the Restated Interlocal Cooperation Agreement related to the City of Homestead Community Redevelopment Agency (Homestead CRA), by and among the County, the City, and the Homestead CRA. The agreement provides that in the event the County enters into a separate funding agreement with the City for the disbursement of \$5,700,000 to fund the City's debt service and construction costs incurred in association with the Project, the Homestead CRA will provide 25 percent of the increment it receives from the County to be deposited into the TIDD Trust Fund for the purpose of funding the SMART Plan. Commencing in the fiscal year after the Homestead CRA's contribution reaches an amount equal to \$5,700,000, the Homestead CRA will then continue to provide 15 percent of the increment it receives from the County to be deposited into the TIDD Trust Fund for use along the South Dade Corridor.

This request may only be considered by the Board if the CITT has forwarded a recommendation to the Board prior to the date scheduled for Board consideration. If the CITT has not forwarded a recommendation prior to consideration of this agreement by this Board, a request for withdrawal of this item will be submitted.



Jimmy Morales
Chief Operating Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: April 18, 2023

FROM: 
Gen Bonzon-Keenan
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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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)
4-18-23

RESOLUTION NO. _____ R-368-23

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOMESTEAD AND MIAMI-DADE COUNTY TO PROVIDE FUNDING IN AN AMOUNT NOT TO EXCEED \$5,700,000.00 FROM THE MIAMI-DADE COUNTY TRANSPORTATION INFRASTRUCTURE IMPROVEMENT DISTRICT (“TIID”) TRUST FUND FOR ELIGIBLE CONSTRUCTION COSTS AND DEBT SERVICE PAYMENTS ASSOCIATED WITH ELIGIBLE TRANSIT COMPONENTS OF THE HOMESTEAD MULTIMODAL CENTER; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

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:

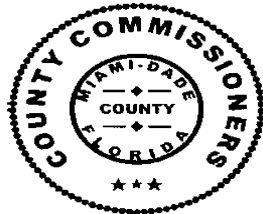
Section 1. Approves the Interlocal Agreement between the City of Homestead and Miami-Dade County, in substantially the form attached hereto and made a part hereof, to provide funding to the City of Homestead in an amount not to exceed \$5,700,000.00 from the Miami-Dade County Transportation Infrastructure Improvement District (“TIID”) Trust Fund for eligible construction costs and debt service payments associated with eligible transit components of the Homestead Multimodal Center.

Section 2. Authorizes the County Mayor or County Mayor’s designee to execute the Interlocal Agreement, exercise all provisions contained therein, and to take all actions necessary to effectuate same.

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

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	nay	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of April, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "AP", written over a horizontal line.

Annery Pulgar Alfonso

**INTERLOCAL COOPERATION AGREEMENT RELATED TO THE
CITY OF HOMESTEAD MULTI-MODAL FACILITY FUNDING.**

THIS INTERLOCAL COOPERATION AGREEMENT (the "Interlocal Agreement"), made this ____ day of _____, 2022 (the "Effective Date"), by and among Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County") and the City of Homestead, a municipal corporation under the laws of the State of Florida (the "City" and collectively, the "Parties").

WHEREAS, in support of new transit-oriented development within the City's municipal boundaries, the City sought proposals from developers for the construction of a parking garage and retail liner, known as the Homestead Station located at 4 S Krome Avenue, Homestead Florida 33030 (the "Garage") (see Exhibit B Garage Property Description); and

WHEREAS, the City entered into a Development Agreement for the construction of the Garage, with the goal of providing access to parking for transit patrons of the County's South Dade Transitway (the "Transitway"); and

WHEREAS, on February 6, 2018, the Board of County Commissioners adopted Ordinance No. 18-8 (the "TIID Ordinance") which created the Miami-Dade County Transportation Infrastructure Improvement District (the "TIID"), which includes all real property entirely or partially located within one half mile of the existing Metrorail corridor and the proposed alignments of the Strategic Miami Area Rapid Transit (SMART) Plan rapid transit corridors, except for the East-West corridor which includes all real properties entirely or partially located within one mile of the proposed alignment and

WHEREAS, the TIID Ordinance established a mechanism by which a portion of ad valorem revenues generated in the TIID remain in a separate trust fund to fund eligible transportation infrastructure improvements and

WHEREAS, specifically, section 2-2365 of the Code of Miami-Dade County, Florida, (the "Code") provides that moneys in the trust fund may be expended from time to time to pay for the development, construction, maintenance and/or operation of the SMART Plan rapid transit corridor projects, as that term is defined in Section 2-2362 of the Code; and

WHEREAS, the South Corridor bus rapid transit ("BRT") project is one of the SMART Plan rapid transit corridor projects; and

WHEREAS, the County intends to construct a BRT station in the vicinity of the Garage; and

WHEREAS, the County desires to secure of a portion of the parking spaces within the Garage for the use of Transitway patrons, as well as for other transit needs of the County including, but not limited to parking for County safety and security personnel, parking enforcement, as well as any future expanded transit services of the South Dade Transitway, such as the South Corridor BRT (the "Transit Spaces"); and

WHEREAS, in consideration of the City's agreement to dedicate a defined number of Transit Spaces, the County desires to make a one-time payment to the City of five million seven hundred thousand dollars (\$5,700,000.00) from the TIID trust fund (the "County Payment") to fund eligible construction costs and debt service payments associated with eligible transit components of the Garage; and

WHEREAS, this Interlocal Agreement serves a public purpose, and is in the best interest of the County and the City,

NOW, THEREFORE, in consideration of the dedication of the Transit Spaces and the mutual covenants recorded herein, the County and the City agree as follows:

I. Recitals

The above recitals are incorporated herein by reference.

II. Term

This Interlocal Agreement, and the County's right to use the Transit Spaces, shall commence on the Effective Date and shall remain in effect for an initial term of thirty-nine (39) years (the "Initial Term") and may thereafter be renewed for an additional term of -thirty-nine (39) years (the "Renewal Term") by the County. Notwithstanding the above, if at any time during the Renewal Term the City in its sole discretion determines that the useful life of the Garage has expired, the City in its sole discretion may elect to redevelop the property upon which the Garage is located (the "Underlying Property") for a use other than a parking garage. Only in the event that the City elects to redevelop the Underlying Property during the Renewal Term for a use other than a parking garage, then the City may terminate this Interlocal Agreement upon one hundred and eighty (180) days written notice to the County.

III. County Distribution of the County Payment.

Subject to the provisions of section 2-2365 of the Code, the County hereby agrees to transfer to the City, the County Payment in the amount of five million seven hundred thousand dollars (\$5,700,000.00) from the TIID trust fund to offset documented and eligible construction costs and debt service payments incurred or owed by the City in the development of eligible transit components of the Garage.

- A. City Documentation of Expenses. Within thirty days of the Effective Date, the City shall provide the County with documentation demonstrating the expenditures made by the City for the eligible Garage construction costs detailed in Exhibit C of this Interlocal Agreement (the "Expense Documents"). The Expense Documents may include, invoices, payment records, draw schedules, the final payment application associated with construction of the Garage as well as documentation of any related debt service payments and obligations. The County shall have forty-five (45) days

from receipt of the Expense Documents to review the sufficiency thereof, including the funding eligibility pursuant to section 2-2365 of the Code of Miami-Dade County, Florida. If the County deems that the Expense Documents are not sufficient or include ineligible expenses, the County may request in writing additional Expense Documents, which the City shall provide within twenty (20) days of such request. The above process shall repeat itself until the County approves the sufficiency of Expense Documents in the total amount of the County Payment.

- B. County Disbursement of the County Payment. No later than forty-five (45) days after the County has approved the sufficiency of Expense Documents totaling the amount of the County Payment, the County shall transfer the County Payment, in one lump sum amount, to the City.
- C. City Use of the County Payment. Upon receipt, the City agrees to utilize the County Payment solely to offset or reimburse the City's eligible expenses associated with the construction of the Garage, including previously incurred constructions costs and debt service payments supported in the Expense Documentation. The County Payment shall solely be used to fund eligible construction costs and debt service payments of the Garage subject to the provisions of section 2-2365 of the Code.

IV. Parking Garage Operations

In consideration of the receipt of the County Payment, the City agrees to dedicate a total of eight hundred fifty (850) Transit Spaces within the Garage for Transitway patrons as follows:

- A. The City shall reserve Transit Spaces for the use of transit patrons and personnel in accordance with the schedule attached hereto as Exhibit "A" (the "Parking Release Schedule") and for the following authorized County uses (the "Authorized Transit Uses"):
 - 1. For the use by transit system patron utilizing any current or future transit services of the South Dade Transitway, such as the South Corridor BRT, and expanded or new Metrobus services; and
 - 2. For the use by County transit personnel for County transit needs including, but not limited to safety and security personnel, parking enforcement, and transit related events. Not more than ten Transit Spaces shall be utilized by transit personnel on any single day for the uses authorized by the preceding sentence.
- B. Transit Spaces are eligible for release in accordance with the schedule provided in Exhibit A only if such Transit Spaces are not being used for Authorized Transit Uses. Accordingly, Transit Spaces will not be released if the Transit Space is being used in accordance with Section IV(A) above. For example, but not as a limitation, if there are 500 of the Transit Spaces being used in accordance with Section IV(A) above at 12:00 p.m., only the balance of 350 spaces not being used for the Authorized Transit Uses would be eligible for release in accordance with the schedule in Exhibit "A".

- C. The County shall be notified of and receive any future Garage parking utilization studies prepared by or on behalf of the City. The County reserves the right to request the City to perform a future parking utilization study for the Garage (the "Study") at any time at the City's sole expense. The County may also perform its own parking utilization study at any time at its sole expense, and the City shall receive a copy of such study.
- D. The County Transit Department and City may modify Exhibit "A", inclusive of the schedule for the use of the Transit Spaces, upon written mutual agreement of the Parties based on the increased need in Authorized Transit Uses and an increase in the number of Transit-way patrons. It is anticipated that by year 2045 all Transit Spaces in the Garage will be needed to Transit-way patrons and other Authorized Transit Uses on an exclusive 24 hours a day 7 days a week basis. The City agrees not to charge Transit-way patrons using the reserved Transit Spaces, until the earlier of (i) the commencement of South Corridor BRT operations, or (ii) January 1, 2023 (the "Fee Commencement Date"). Beginning on the Fee Commencement Date, the City may charge Transit-way patrons an amount not to exceed the greater of; the parking fee established by the County Implementing Order 4-133, or any fee established by the County for parking along the South Corridor BRT parking facilities if any (the "Transit Parking Fee"). In no event shall the Transit Parking Fee be less than \$4.50 per day.
- E. The City agrees to accommodate the use of the current County technology (EASY Card/EASY Ticket) in allowing transit patrons access to parking in the Garage and to accommodate any future changes in such County technology. The County shall cooperate with the City in implementing any such changes in technology; however, the methods used by the City to accommodate the County's technology and any future changes in such technology shall be subject to prior approval by the County Mayor or County Mayor's designee in writing.
- F. The City shall have the right to charge a fee for parking in the Transit Spaces which are not being used in accordance with Section IV(A) above, but rather have been made available for general parking in accordance with the terms of this Interlocal Agreement, inclusive of the schedule provided in Exhibit "A" (the "Non Transit Parking Fee"). The City or its designee may establish and/or amend the Non Transit Parking Fee in its sole and absolute discretion.
- G. The City shall operate and maintain the Garage, including but not limited to the Transit Spaces, at its sole expense in a clean and safe manner in compliance with applicable industry standards and all applicable laws, ordinances, statutes and regulations. Further, the City acknowledges and agrees that it shall be solely responsible for the operation, maintenance and repair of the Garage and for all costs and expenses related thereto for the life of the Garage.

V. Insurance.

The City shall maintain, at all times, Commercial General Liability including Garage Liability, with limits of \$2 million per occurrence and \$3 million in the aggregate. All such insurance policies shall name the County as additionally insured. With the approval of the County, the above-stated insurance requirements may be met by umbrella policies and/or blanket insurance policies covering additional items, locations or insureds.

VI. Indemnification

A. The City shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the operation of the Garage by the City, its employees, agents, servants, partners, principals or subcontractors. The City shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be issued thereon. The City shall be responsible for such expenditures however, this indemnification shall only be to the extent and within the limitations of section 768.28, Florida Statutes, as may be amended from time to time regardless of whether they would otherwise apply. Specifically, the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the statutory maximum, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment payable by the City arising out of the same incident or occurrence, exceed the statutory maximum from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise from the City's operation of the Garage.

B. The County shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the use of the Garage by the County and its employees, agents, servants, partners, principals or subcontractors. The County shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be issued thereon. The County shall be responsible for such expenditures however, this indemnification shall only be to the extent and within the limitations of section 768.28, Florida Statutes, as may be amended from time to time regardless of whether they would otherwise apply. Specifically, the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the statutory maximum, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment payable by the County arising out

of the same incident or occurrence, exceed the statutory maximum from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise from the County's use of the Garage.

VII. County's Right to Inspection and Enforcement

County and its authorized representatives, upon reasonable notice and in the presence of a representative of the City, shall have the right to enter the Garage at reasonable times during normal business hours for the purpose of inspecting the Transit Spaces and operation thereof to insure itself of compliance with the provisions of this Interlocal Agreement provided that such inspections shall not unreasonably disturb the occupants or the operation of the Garage.

VIII. Signage

County agrees to provide to the City signage which it has in its possession which provides appropriate information to transit patrons and the City agrees to post such signage at mutually agreed upon locations. If additional signage is necessary or desirable to provide information to transit patrons, the Parties shall mutually agree to the content and location of such signage. Such additional signage shall be provided and installed at the sole expense of the City.

IX. Notices

All notices to or demands upon either party desired or required to be given under any of the provisions hereof shall be in writing. Any notices submitted or required by this Interlocal Agreement shall be delivered by hand, overnight mail by an authorized overnight mail carrier or sent by registered or certified mail, email or fax and addressed to the Parties as follows:

To City: City of Homestead
Attn: Jerry Estrada, City Manager
100 Civic Court
Homestead, FL 33030

To County: Miami-Dade Department of Transportation and Public Works
701 NW 1st Court, 17th Floor
Miami, FL 33128
Attn: Director

And

Miami-Dade Department of Transportation and Public Works
701 NW 1st Court, 15th Floor
Miami, FL 33128
Attn: Chief of Right-of-Way, Utilities and Joint Development

or to such other address as either party may designate in writing. Notices are deemed delivered upon receipt.

X. Miscellaneous

A. Third Party Beneficiaries. The Parties do not intend to directly or substantially benefit any third party by this Interlocal Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Interlocal Agreement and that no third-party shall be entitled to assert a claim against either of them based upon this Interlocal Agreement.

B. Construction of Interlocal Agreement. The Parties have substantially contributed to the drafting and negotiation of this Interlocal Agreement and this Interlocal Agreement shall not, solely as a matter of judicial construction, be construed more severely against either of the Parties. The Parties hereto acknowledge that they have thoroughly read this Interlocal Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

C. Jurisdiction. This Interlocal Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Interlocal Agreement shall be in Miami-Dade County, Florida;

D. Severance. Should any clause or provision of this Interlocal Agreement be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Interlocal Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a legal, valid and enforceable provision that is as similar as possible in terms to the illegal invalid or unenforceable provision, which is agreed to by the Parties.

E. Waiver. No consent or waiver by a party to, or of, any breach, or default, by the other party in the performance by such other party of its obligations under this Interlocal Agreement will be deemed or construed to be a consent or waiver to, or of, any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. No action or inaction shall be construed as a consent or waiver and all consents and waivers must be in writing signed by the party against whom enforcement of the consent or waiver is sought. Failure by a party to complain of any act, or inaction, of the other party or to declare the other party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

F. Amendments. This Interlocal Agreement may be amended or modified only by written agreement signed by the County Mayor or County Mayor's designee, subject to prior

authorization by the Board of County Commissioners, and the City of Homestead City Manager subject to prior authorization by City of Homestead Council.

G. Entire Agreement. This Interlocal Agreement contains the entire agreement between the County and the City.

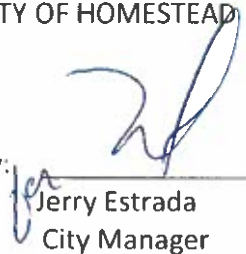
H. Effective Date. This Interlocal Agreement shall not become effective until the effective date of the Board of County Commissioners resolution approving this agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto caused this Interlocal Agreement to be executed in their names by their duly authorized officers and the corporate seals to be affixed hereto, all as of the day and year first above written.

CITY OF HOMESTEAD

MIAMI-DADE COUNTY

By: 
Jerry Estrada
City Manager

By: _____
Daniella Levine Cava
Mayor or Mayor's Designee

ATTEST

ATTEST

By: 
Elizabeth Sewell
City Clerk

By: _____
Deputy Clerk

Approved for form and legal sufficiency

Approved for form and legal sufficiency

By: _____
City Attorney

By: _____
Assistant County Attorney

Exhibit A

CITY OF HOMESTEAD MULTIMODAL TRANSIT CENTER

Schedule for Operation of Parking Spaces for Transit Users

The City shall designate certain parking spaces within the Multimodal Transit Station as “Transit Spaces”. Each weekday shall commence with 850 Transit Spaces reserved for those individuals utilizing public transportation. Transit Spaces shall be released for non-transit users following peak transit times in accordance with the schedule below.

I. Weekday Schedule (Monday through Friday)

• 5:00 A.M. to 11:00 A.M.	850 designated Transit Spaces.
• 11:00 A.M.	255 Transit Spaces released.
• 12:00 P.M.	179 Transit Spaces released.
• 1:00 P.M.	125 Transit Spaces released.
• 2:00 P.M.	88 Transit Spaces released.
• 3:00 P.M.	61 Transit Spaces released.
• 4:00 P.M.	43 Transit Spaces released.
• 5:00 P.M. to 5:00 A.M.	24 Transit Spaces released.

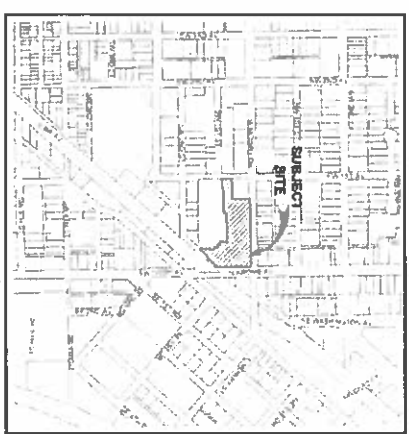
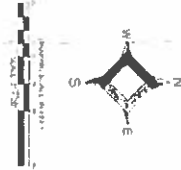
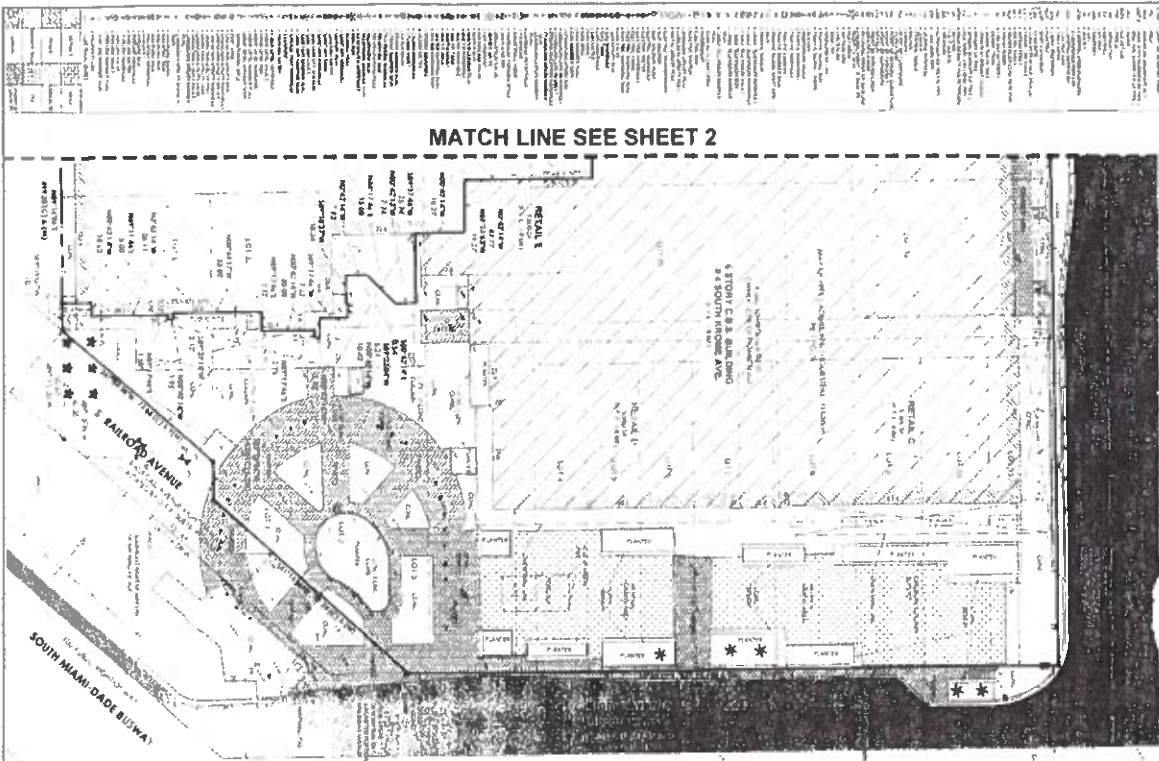
II. Weekend (Saturday-Sunday)

• 5:00 P.M. Friday to 5:00 A.M. Monday.....	75 designated Transit Spaces.
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Exhibit B Garage Property Description

MAP OF BOUNDARY SURVEY PUBLIC SITE

SECTION 13, TOWNSHIP 37 SOUTH, RANGE 38 EAST
LYING AND BEING IN THE CITY OF HOMESTEAD, FLORIDA



BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____.

Notary Public in and for the State of Florida

DEEDS:
The following is a list of the deeds recorded in the public records of the State of Florida, which are the basis of the title shown on this map:

1. Deed of _____, dated _____, 20____, recorded in _____, _____, Florida.

2. Deed of _____, dated _____, 20____, recorded in _____, _____, Florida.

3. Deed of _____, dated _____, 20____, recorded in _____, _____, Florida.

REMARKS:
This map was prepared by me or under my direct supervision and to the best of my knowledge and belief it is true and correct. I am a duly licensed surveyor in the State of Florida.

WITNESSES:
I, _____, and _____, being of legal age and sound mind, do hereby certify that the foregoing is a true and correct copy of the original map as the same appears on file in my office.

Dated this _____ day of _____, 20____.

Surveyor

SHOW-BIS CINEMAS HOMESTEAD 4 South Krome Ave. Homestead, FL 33030-5925		Project Name: _____ Date: _____ Sheet 2 of 2
BOUNDARY SURVEY		RECORD OF REVISION No. _____ Date _____ Description of Revision: _____

MAP OF BOUNDARY SURVEY

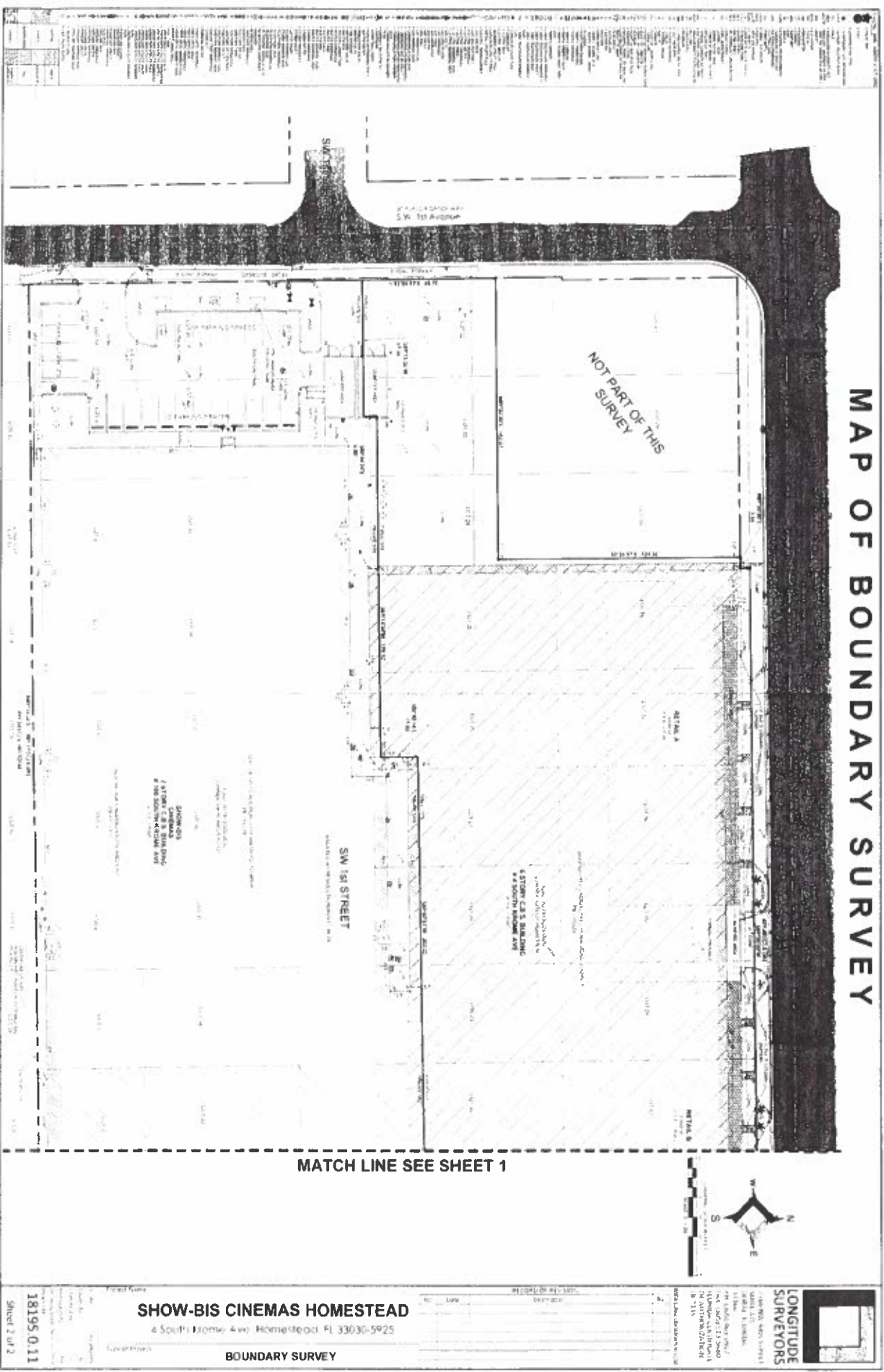


Exhibit C Eligible Construction Cost Items

Item	Cost	
Earthwork	\$	564,206
Site Concrete and Formwork	\$	534,967
Site Utilities	\$	667,969
Structural Steel	\$	662,000
Steel Erection	\$	351,950
Masonry	\$	660,000
Roofing and Sheetmetal	\$	222,150
Carpentry	\$	54,696
Hollow Metal Doors	\$	68,367
Metal Wall Panels	\$	334,648
Aluminum/Glass/Mirrors	\$	497,500
Electrical	\$	1,097,596
Total	\$	5,716,049



Memorandum



To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Javier A. Betancourt, Executive Director 

Date: March 31, 2023

Re: **CITT AGENDA ITEM 7A:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST
RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOMESTEAD AND MIAMI-
DADE COUNTY TO PROVIDE FUNDING IN AN AMOUNT NOT TO EXCEED
\$5,700,000.00 FROM THE MIAMI-DADE COUNTY TRANSPORTATION
INFRASTRUCTURE IMPROVEMENT DISTRICT ("TIID") TRUST FUND FOR ELIGIBLE
CONSTRUCTION COSTS AND DEBT SERVICE PAYMENTS ASSOCIATED WITH
ELIGIBLE TRANSIT COMPONENTS OF THE HOMESTEAD MULTIMODAL CENTER;
AND AUTHORIZE THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO
EXECUTE THE INTERLOCAL AGREEMENT AND TO EXERCISE ALL PROVISIONS
CONTAINED THEREIN **(DTPW – BCC LEGISLATIVE FILE NO. 230356) NO SURTAX
FUNDS REQUESTED**

On March 29, 2023, the CITT voted (9-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 23-004. The vote was as follows:

Oscar J. Braynon, Chairperson – Aye
Robert Wolfarth, 1st Vice-Chairperson – Aye

Hon. Peggy Bell – Aye
Joseph Curbelo – Aye
Qjuezari Harvey – Absent
Paul J. Schwiep, Esq. – Aye
Mary Street, Esq. – Absent

Omar K. Bradford, Esq. – Aye
Meg Daly – Absent
Robert Ruano – Aye
L. Elijah Stiers, Esq. – Aye
Ernest Thomas – Aye

c: Jimmy Morales, Chief Operations Officer
Bruce Libhaber, Assistant County Attorney