

# INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Miami-Dade County, hereinafter called the County and the **CITY OF MIAMI, FLORIDA**; and the **CITY OF MIAMI BEACH, FLORIDA**, collectively known as the “Parties.”

## WITNESSETH:

**ARTICLE 1.00:** On July 20, 2016, the **PARTIES** and the Florida Department of Transportation executed a Memorandum of Understanding (“MOU”) for continuing efforts to improve regional mobility between the City of Miami’s Urban Core and Miami Beach via the MacArthur Causeway. The Parties do hereby recognize the importance of entering into a multi-agency partnership to advance efforts in connection with the County’s Strategic Miami Area Rapid Transit (SMART) Plan, adopted by the Board of County Commissioners for Miami-Dade County on \_\_\_\_\_, \_\_\_\_\_, which identifies the **BEACH CORRIDOR DIRECT CONNECTION PROJECT** (the “Project”), as defined in Article 2.00 below, as one of six rapid transit priority corridors, for the completion of **ENVIRONMENTAL, PLANNING AND ENGINEERING STUDIES**, as described in Article 3.00 recited herein. This Interlocal Agreement is entered into pursuant to, and implements the terms of, the MOU, including Section 2 thereof.

**ARTICLE 2.00:** The Parties wish to continue the efforts already underway to improve regional mobility within the geographic limits of the Project, which includes the cities of Miami and Miami Beach. The Federal New Starts Study Project being funded through the MOU has the following limits: from 5<sup>th</sup> Street at Alton Road in Miami Beach to Government Center in Downtown Miami, part of the City of Miami Streetcar alignment from Downtown Miami to Midtown, and 5<sup>th</sup> Street in Miami Beach to the Miami Beach Convention Center as shown in Attachment 1. This effort 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 Beach Corridor Implementation plan, including but not limited to:

1. Participate in public meetings to inform the community.
2. Hold informational workshops for input and consensus of businesses, residents and elected officials.
3. Identify viable alternatives.

4. Identify recommended alternatives.
5. Complete Federal Transit Administration (FTA) National Environmental Policy Act (NEPA) Process
6. Compile Preliminary Engineering Report (PER)
7. Identify potential funding sources and developing project funding strategies.
8. Determine the project delivery method and responsible parties.
9. Establish a Project Advisory Committee (PAC) with the participation of all **PARTIES** to work collaboratively to promote the advancement of rapid transit development along the Beach Corridor.
  - a. The Miami-Dade County Mayor or Mayor's designee, the City of Miami Beach Manager or designee, and the City of Miami Manager or designee shall each appoint a representative to the PAC, as well as, any other transportation partner, as needed.
  - b. The PAC 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 PAC will coordinate public outreach events with the community, municipalities, and other involved stakeholders.
10. The PAC will reach consensus on key project issues and work cooperatively towards resolving any conflicts that may arise.

**ARTICLE 4.00:** The **PARTIES** agree that the County will be the lead agency for the development of the Environmental, Planning and Engineering Studies.

**ARTICLE 5.00:** During the performance of this agreement, the County will be responsible for the assignment of Consultant(s) to conduct any work along the referenced rapid transit corridor. The procurement and retention of any and all Consultants shall be in compliance with all County regulations and ordinances relating thereto. The selected consultant(s) shall comply with all state, federal, and local laws, rules and regulations, to include 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** agree to fund the Environmental, Planning and Engineering Studies as per Article 10.00 of this Agreement. The total estimated cost of the TIER 2 Study is \$10,000,000. The Florida Department of Transportation is providing \$5,000,000 or 50% of the project funding. Miami-Dade County is providing \$3,750,000 or 37.5% in Charter County Transportation Surtax Funds for the project funding. The Parties agree to fund the remaining \$1,250,000 or 12.5% of the project funding, as shown below:

1. The contribution by each Party is as follows:
  - a. Miami-Dade County shall contribute an additional \$417,000, or 4.7% of the project funding.
  - b. The City of Miami shall contribute \$417,000, or 4.7% of the project funding.
  - c. The City of Miami Beach shall contribute \$417,000, or 4.7% of the 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 County shall provide detailed information as to the need for additional funding, and will request funding from the Parties according to the above percentages, provided, however, that nothing herein shall otherwise obligate the City of Miami Beach or the City of Miami to provide any funding in excess of the \$417,000 contribution specified in this Interlocal Agreement, and any such additional funding contribution, if any, shall be subject to an appropriation of funds at each City's sole and absolute discretion.

**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** agree 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 Miami-Dade County Mayor or Mayor's designee and securing consent. In the event that the **PARTIES** wish to issue a press release or publicity release, the **PARTIES** shall seek consent from the Miami-Dade County Mayor or Mayor's designee prior to release by providing a copy of the draft release. The Miami-Dade County Mayor or Mayor's designee shall reply to the request of the **PARTIES** within one (1) business day. The **PARTIES** also agree that they 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 County. This Section shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to provision of Chapter 119, Florida Statutes. The **PARTIES** understand that from time to time, Project updates will need to be presented to municipal elected officials, municipal staff and community members, and that this communication is not governed by the press release and publicity release protocols outlined in this section.

**ARTICLE 9.00:** The County 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.

The City of Miami 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, to include restrictions in the Code of the City of Miami, as amended. 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 County shall invoice 100% of each **PARTY's** contribution as specified in Article 6.00 upon final execution of this Agreement.

**ARTICLE 11.00:** Standards of Conduct - Conflict of Interest – the County 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 referenced and will 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 Board of County Commissioners.

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.

**ARTICLE 14.00:** To the extent permitted by Florida law and without waiving their respective rights of sovereign immunity, the City of Miami, the County, and the City of Miami Beach shall each indemnify and hold harmless the others, and their respective officers, employees, agents, and instrumentalities from any and all liabilities, losses or damages, which the City of Miami, the County, and the City of Miami Beach or their respective 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 negligent

or intentional acts or omissions of the City of Miami, the County, or the City of Miami Beach or their respective officers, employees, agents, or instrumentalities arising out of, relating to or resulting from the performance of this Agreement. The City of Miami, the County, and/or the City of Miami Beach, as applicable, 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 of the Miami, the County, and/or the City of Miami Beach, as and where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. No party to this Agreement shall seek or obtain attorney's fees or costs for the defense of claims arising out of, relating to or resulting from the negligent or intentional acts or omissions of the City of Miami, the County, the City of Miami Beach, or their respective officers, employees, agents, or instrumentalities arising out of, relating to or resulting from the performance of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**FOR MIAMI-DADE COUNTY:**

**ATTEST:**

Miami-Dade County Clerk of the Board

By: \_\_\_\_\_  
Mayor or Mayor's designee

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_

**ATTEST: PARTIES**

**City of Miami**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Legal Review

By: \_\_\_\_\_

**City of Miami Beach**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Legal Review

By: \_\_\_\_\_

# BEACH CORRIDOR RAPID TRANSIT INTERLOCAL AGREEMENT – ATTACHMENT 1

## PROJECT MAP

