

# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: November 9, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE INTERIM AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND GREATER MIAMI TRAMLINK PARTNERS, A JOINT VENTURE AMONG INFRARED CAPITAL PARTNERS LIMITED (ACTING IN ITS CAPACITY AS MANAGER FOR AND ON BEHALF OF EACH OF THE SEVERAL LIMITED PARTNERSHIPS CONSTITUTING INFRARED INFRASTRUCTURE FUND III), ALSTOM TRANSPORT SA, AND WALSH INVESTORS, L.L.C., FOR A LIGHT RAIL/MODERN STREETCAR PROJECT IN MIAMI BEACH PURSUANT TO SECTION 255.065 OF THE FLORIDA STATUTES AND PROPOSAL REQUIREMENTS DOCUMENT (PRD) NO. 2016-071-KB; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE INTERIM AGREEMENT**

### **ADMINISTRATION RECOMMENDATION**

Adopt the Resolution.

### **KEY INTENDED OUTCOME SUPPORTED**

Ensure Comprehensive Mobility Addressing All Modes throughout the City  
Maximize The Miami Beach Brand As A World Class Destination.

### **BACKGROUND**

On or about June, 2015, the City received an unsolicited proposal for a wireless light rail/modern street car project. On December 16, 2015, the Mayor and Commission adopted Resolution No. 2015-29247, accepting receipt of the unsolicited proposal from Greater Miami Tramlink Partners for a Light Rail/Modern Streetcar Project in Miami Beach, and authorized the Administration to solicit alternative proposals for a public/private partnership ("P3"), in accordance with Florida Statute 287.05712,<sup>1</sup> for an off-wire or "wireless" light rail/modern streetcar system (the "Project").

The scope of the Project contemplates a fully "turn-key" delivery approach that includes the

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<sup>1</sup> Effective July 1, 2016, Section 287.05712 of the Florida Statutes has been renumbered and amended as Section 255.065.

design, construction, financing, operation, and maintenance of the Project, including vehicles and associated power, communications, signalization, and other systems required for the functionality of the Project ("Vehicle/Systems Technology"); operation and maintenance facilities, and related civil infrastructure, including "curb-to-curb" road reconstruction, permitting, and related services pertaining to the Project, including all surveys, relocation of all utilities, replacement of pipes more than 50 years old and other related infrastructure work. The City will make a site available for a maintenance facility, with such site to be managed/operated by the successful Proposer as part of the Project. Further, the successful Proposer shall be responsible for all resiliency-related work at specified geographical areas impacted by the alignment.

At the March 9, 2016 City Commission meeting, the Mayor and City Commission approved Resolution No. 2016-29326, to provide for the qualifications-based ranking of proposals pursuant to the City-issued Proposal Requirements Document (PRD), so that the City could negotiate an interim agreement with the top-ranked firm. In the PRD, the City solicited other proposals from qualified firms to deliver the Project and design, build, finance, operate and maintain the Project in accordance with the specifications identified by the City.

Based on directives provided by the Mayor and City Commission in Resolution Nos. 2015-29247 and 2016-29326, the City specified various minimum requirements in the PRD, including:

- The Proposer's Vehicle/Systems Technology shall have demonstrated capacity of fully catenaryless for revenue operations in Miami Beach while in operation between stops along the Project route, following an alignment on a dedicated right of way. For purposes of satisfying the Minimum Requirements, the Vehicle/System Technology may use catenary within the maintenance facility depot, and may allow for charging of the vehicle batteries or supercapacitors at passenger stops along the route;
- The Proposer's Vehicle/Systems Technology shall have demonstrated full performance capabilities, including maintaining air conditioning in all vehicles in a climate similar to the climate in the City of Miami Beach;
- The Proposer's Vehicle/Systems Technology must include low floor, low step design throughout each vehicle to maximize and facilitate accessibility and more timely passenger loading and unloading;
- The Proposer's Vehicle/Systems Technology shall be able to operate in a typical centenary system in the United States (750V DC);
- The Proposer's Vehicle/Systems Technology shall have demonstrated capacity to address minimum ridership of 20,075 people on a daily basis, should it be extended across the MacArthur Causeway as part of the Direct Connect Project;
- The Proposer's Lead Contractor shall demonstrate a bonding capacity of not less than \$300 million;
- The Proposer's Lead Contractor must have successfully delivered, as a general contractor under a design/build or other form of construction contract, at least one (1) public or public/private infrastructure project with minimum hard construction costs of \$250 million in the last five (5) years;

The City received and evaluated three (3) proposals from the following teams:

Team Name	Team Members
Connect Miami Beach Team	OHL Infrastructure, Inc. Globalvia Inversiones, S.A.U. COMSA Concesiones, S.L.U.
Greater Miami Tramlink Partners	Alstom Transportation, Inc. Alstom Transport SA Archer Western Contractors LLC InfraRed Capital Partners Limited Jacobs Engineering Group Inc. Serco Inc. Walsh Investors LLC
Miami Beach Mobility Partners	SACYR Infrastructure USA, LLC John Laing Investments Limited AECOM Technical Services Inc.

On July 13, 2016 City Commission meeting, the Mayor and City Commission approved the final ranking of proposers in Resolution 2016-29503, and authorized negotiations for an interim agreement with Greater Miami Tramlink Partners (the "Developer" or "GMTP"), the top-ranked proposer, whose experience in delivering wireless streetcar systems throughout the world is summarized below.

#### **Greater Miami Tramlink Partners**

##### **Number of Vehicle/Systems Supplier Rail Projects Delivered to Revenue Service:**

- Wireless: 6 wireless streetcar projects (listed below)
- Other Rail: 31 rail/transit projects.
- Construction cost: \$52.1M to \$5.3B.
- Seven P3 projects.
- Completed between 1999 and 2016; 6 are in operation

##### **Wireless Streetcar Projects in Operations in Urban Areas and Ridership:**

- Reims, France 2011: 50,000 daily ridership
- Bordeaux, France (Innorail) 2003: 165,000 daily ridership
- Angers, France 2011: 35,000 daily ridership
- Orleans, France 2012: (ridership data not available)
- Tours, France 2013: 55,000 daily ridership
- Dubai, UAE 2014: 12,000 daily ridership (Jan. through June, 2015)

### **Lead Team Participant Experience:**

- InfraRed –concessionaire on 2 for pursuit phase (LRT and commuter rail projects were awarded to another team) and 1 (high speed rail)
- Walsh – concessionaire on 1 for pursuit phase (LRT)
- Alstom –concessionaire on 1 pursuit phase (LRT)
- Archer-Western - contractor on 13 (LRT, commuter rail, intercity rail and 1 streetcar)
- Jacobs –engineer on 10 (LRT, commuter rail, metrorail, and 3 streetcars)
- Serco – participated as lead operator on 6 (LRT, commuter rail and streetcar)

### **Prior Working Relationships Between and Among Team Members:**

- Dubai Streetcar – Alstom and Serco partnered on this project
- Lusail Streetcar – Alstom and Serco partnered on this project
- Calendonía Sleepers (rail) - Alstom and Serco partnered on this project
- Jacobs and Walsh/Archer-Western partnered on several infrastructure projects (non-transit)

### **Proposed Vehicle/System**

- Alstom Citadis wireless 5-section vehicle
- 100% low floor, approximately 106 feet long
- Passenger capacity of 304 per vehicle, fully-loaded
- Alstom Citadis in wireless revenue operations since 2011
- Vehicles powered by GPS (ground power system)
- Charging “third rail” installed as part of the rail infrastructure, in operation since 2003
- Ridership in excess of 50,000 per day in Reims, Bordeaux, and Tours, France
- Example of Alstom Dubai vehicle: <https://www.youtube.com/watch?v=RYUgW-rEEBE>

### **ANALYSIS**

**As an initial matter, it is important to emphasize that the City’s Interim Agreement with GMTP is *one of many preliminary steps* relating to the development of this complex Project which, over the course of the next 12 months, will require significant input from, and continued engagement with, the City’s residents, property owners and businesses in the vicinity of the Project, local funding partners such as Miami-Dade County and the State of Florida, and the Developer of the Project.**

The purpose of the Interim Agreement is to provide for the commencement of preliminary development activities, and establish the process and timeline for obtaining and negotiating a comprehensive agreement and a fixed, competitive price for delivery of the Project, if and only if the City Commission approves moving forward with the Project.

Given that the City is concurrently undertaking a separate environmental study to evaluate the costs, benefits and impacts of a light rail/modern streetcar system, the proposed Interim Agreement allows for the parallel development of the Project with the environmental study, to permit the City to expeditiously implement the Project, should the Mayor and City Commission endorse the Project based on the environmental study.

A great deal of work remains to be done for the City Commission to determine whether or to what extent the Project is feasible or in the City's best interests, including, without limitation, the City's completion of the environmental reviews for the Project, following a public hearing and public comment period; the City's approval of a funding plan for the Project, including further discussions with funding partners such as the State of Florida and Miami-Dade County, Florida; as well as negotiation of competitive pricing and terms for a Comprehensive Agreement that are acceptable to the City and its funding partners. Factors that will be further developed during the Interim Agreement phase include interoperability of and commitment for the connection to downtown Miami, and the required vehicle safety certifications.

As much work remains to be done, a key element of this Interim Agreement is that **the Interim Agreement does not in any way whatsoever obligate or commit the City to move forward with the Project, is terminable by the City at any time without penalty, and requires the Developer to proceed at its sole cost and risk.**

Importantly, although the City reserved the right in the solicitation documents for the Project Scope to include both a Phase 1 that will operate as a bi-directional connection that proceeds on 5<sup>th</sup> Street and Washington Avenue, and a Phase 2, which would proceed on either 17<sup>th</sup> Street or Dade Blvd, and Alton Road, back to 5<sup>th</sup> Street, at this time, the Administration recommends, and the Interim Agreement provides, for further development of the Project, solely with respect to Phase 1 on 5<sup>th</sup> Street, Washington Avenue, and a portion of Dade Boulevard, subject to environmental approvals. A phased approach that begins with a smaller segment, in this case a segment of approximately 2.29 miles, is consistent with how other light rail/streetcar projects have been developed nationally. Additionally, proceeding solely with Phase 1 at this time will facilitate a financially feasible funding plan; be responsive to community concerns regarding potential construction impacts to Alton Road; and preserve the potential for Federal Funding for future phases of the project.

The Administration anticipates that the capital cost of completing the construction for Phase 1 will be \$245M (2016), with \$6.7M (2016) in annual operating/maintenance costs, excluding renewal and replacement costs.

#### **INTERIM AGREEMENT TERMS AND COMPREHENSIVE AGREEMENT KEY CONCEPTS**

The proposed Interim Agreement with the Developer is attached to this Memorandum as Exhibit "1" and is summarized below. The Interim Agreement outlines the roles and responsibilities of the City and the Developer during the Project development period (the period between the Interim Agreement and signing of the Comprehensive Agreement). The Agreement establishes a framework for the Parties to negotiate a Comprehensive Agreement for the design, finance, construction, operation and maintenance of the Project, as well as the process the City will utilize to secure competitive pricing for the Project and its various components. Among the key terms:

- **No Obligation on City to Accept Any Proposal or Move Forward with the Project.**

The Interim Agreement provides that the City has no duty to accept any proposal for a Comprehensive Agreement for the Project. See Section 2.1.2.

- **Term.** The term of the Interim Agreement is for a three hundred and seventy five (375) day period, unless extended for Excusable Delays or by mutual agreement of the City and Developer. During the Interim Agreement term, the City will complete the applicable environmental reviews, the Developer and the City will further develop the technical provisions

applicable to the Project, and the Developer will submit its proposal for the overall pricing for the Project, as part of negotiation of a Comprehensive Agreement, with the intent that a Comprehensive Agreement for the Project will be presented to the City Commission for its consideration at the expiration of the Interim Agreement term. See Section 2.5.

- **Project Scope** – The Interim Agreement includes the Project Scope from the PRD for the Developer and ultimately “Concessionaire” (the Developer becomes the Concessionaire upon signing the Comprehensive Agreement) to develop, design, build, finance, operate and maintain the Project over a 35-year term. See Section 2.1; Exhibit 2. As set forth above, the geographical scope of the Project is limited to the Phase 1 portion of the Project that extends from 5<sup>th</sup> Street to Dade Boulevard via Washington Avenue. See Section 2.2.1.

- **Major Project Development Stage Deliverables** – The Developer will be responsible for delivering a series of major deliverables such as:

- **Early Deliverables** – These focus on key areas of vehicle and systems certification, interoperability, preliminary price estimates, and a more detailed project schedule. These early deliverables are required within the first 75 to 180 days of the Interim Agreement, to expedite the necessary due diligence for key areas of the Project. See Section 3.3; Exhibit 4. A more detailed summary of certain of these key Early Deliverables relating to the Preliminary Approach to Interoperability and Vehicle Safety Certification are outlined below.
- **Preliminary Approach to Interoperability** - The Interim Agreement outlines GMTP’s approach to ensuring interoperability of its vehicles and systems with any provider that may be ultimately selected by Miami-Dade County for a rail connection across the MacArthur Causeway that links the City of Miami Beach to the City of Miami. These provisions include, but are not limited to:
  - The track and stations will be designed to accommodate modern streetcars that are currently available and in use on comparable systems within the US.
  - A commitment to make equipment and associated software commercially available, for installation on any modern streetcars that are currently available and in use on comparable systems within the US, which will allow these vehicles to draw power from the same ground power system that will power the Miami Beach modern streetcar vehicles.
  - Provisions will be made for alternative vehicles with on-board energy storage systems (EOSS) to recharge at stations throughout the Miami Beach modern streetcar system. For additional details, see Exhibit 6, attached.

One important issue that has become clear during the Interim Agreement negotiation process is the technology considerations between light rail and modern streetcars. While modern streetcars have evolved to have many similarities to light rail particularly in relation to the Beach Corridor Transit Connection project (operating in exclusive rights of way and meeting the capacity and travel speed requirements for the causeway portion of the project), the light rail vehicle is a heavier vehicle and current safety certification requirements preclude these two technologies from operating at the same time on the same track. Therefore, based on the safety and related considerations, the City’s framework for interoperability is effectively limited to modern streetcars with modern streetcars, or light rail with light rail.

It is important to note, however, that the requirements for the Project were based on the June 2015 Beach Corridor Transit Connection Study by the Miami-Dade Metropolitan Planning Organization (MPO). This study, as guided by a Policy Executive Committee, comprised of City of Miami Beach and City of Miami Mayors as well as Miami-Dade County Mayor and two Commissioners, recommended proceeding with vehicle technology that combined wired and off-wired components. An entirely off-wire system from downtown, across MacArthur Causeway, to the Convention Center of 6.8 miles or longer would have placed the project among the world's longer off wire system. However, the 2015 study reiterated the importance of the off-wire components for aesthetic impacts as had been previously recommended for the entire corridor in the prior 2004 "Baylink" MPO study. Based on information provided by the City's consultant and sub-consultants, led by the Kimley Horn Team, at this time, only modern streetcars provide the ability for a wireless option.

We do note that technology research and development is currently underway to update the safety certification requirements to provide the ability for light rail and modern streetcars to operate on the same track at the same time by specifying a "softer" light rail vehicle, although any such standards are at least 3 years away from enactment. As such, there is still a possibility that Miami-Dade County could select a light rail vehicle that would be interoperable with a modern streetcar in the future, if these standards come to fruition, and if the technology develops for a light rail 'off-wire' vehicle. Requiring GMTP to be interoperable at this point with technology and standards that do not currently exist would not be possible. For this reason the focus is on modern streetcars for which interoperability is possible.

**Vehicle Safety Certification** – The Interim Agreement describes the approach and process for safety certification of GMTP's vehicles and ground power supply system, neither of which are certified for use in the United States at this time. Florida Statute (F.S.) Section 341.061, Transit safety standards; inspections and system safety reviews, requires the establishment of minimum safety standards for all governmentally owned Fixed Guideway Transportation System (FGTS) and privately owned or operated FGTS operating in the State of Florida, which are financed wholly or partly by state funds. Section 341.061, F.S., designates the Florida Department of Transportation (FDOT) as the state oversight agency with the responsibility for implementation and enforcement of the statutory provisions statewide. FDOT utilizes its FDOT FGTS SSOP Implementation Guidelines document to execute its SSOP. FDOT's SSOP Manual (Reference: FDOT SSOP FGTS, Public Transit Office Standards Manual, 725-030-014) establishes the system safety and security criteria for FGTS in the State of Florida to implement the provisions of the SSOP.

The City, as the asset owner, will require, the Developer/ Concessionaire to document and demonstrate that the light rail/ modern streetcar system will meet the FDOT Safety and Security Oversight Program (SSOP) for the system before it will be accepted and place into revenue service. This process will be governed by a Safety and Security Management Plan (SSMP) that will be developed by the Concessionaire in accordance with FTA Circular 5800.1 and submitted to the City for review and approval.

For additional details, see Exhibit 7, attached.

- **Technical Project Plans** – The Interim Agreement provides for the development of Detailed Development Deliverables, which focus on all key technical areas of the Project, including roadway design and construction, rail and rail systems design and construction, maintenance of traffic plans, vehicle delivery and testing, system operating plan, system safety plan, resiliency and sea level rise, operations, maintenance, rehabilitation and handback requirements, and the like. These plans will likely be delivered in early Spring 2017. The Developer will be provided with the Draft Project Environmental Impact Report (including project designation such as alignment, site of the vehicle storage and maintenance facility, etc.) and other key Project definition elements to guide the Developer's project development activities. See Section 3.4;
- **Project Financial and Price Proposal** – This will focus on a firm price proposal and financing to advance the Project, based on information to be provided by the City concerning the City funding sources that will be available to support the Project. See Section 3.4.8.

• **Open Book Pricing.** Through the open book pricing process set forth in the Interim Agreement, the City's intent is for the overall price presented by the Developer as part of the Comprehensive Agreement negotiations to be competitive in the market for similar facilities, to ensure that the City receives best value for the City and its funding partners. The Interim Agreement provides that the City's process for review of pricing will be consistent with the competitive negotiation process utilized by the federal government and the principles expressed in the Federal Acquisition Regulations (FAR Section 15.404-1). Under this process, the City will first review historical benchmarking prices for similar wireless streetcar projects in operation worldwide, as well as local data for civil construction, utilizing a corresponding gap analysis to adjust pricing for differences between the Project and other wireless streetcar projects selected for benchmarking purposes. Thereafter, the City reserves the right to request additional information in furtherance of a cost review process consistent with FAR Section 15.404-1 to fully evaluate the competitiveness of the Developer's proposed pricing. If the Developer fails to provide any such additional information that may be requested by the City, such event will be deemed an automatic Developer termination for convenience. See Section 3.3.6.

• **Broad Termination for Convenience Rights.** At the specific request of various Commissioners at the July 13, 2016 City Commission meeting, the Interim Agreement provides the City the ability to terminate the Agreement at any time for its convenience, without restriction, cost or penalty. For its part, the Developer may also terminate the Agreement for its convenience at any time, and the City will have no liability to the Developer. See Sections 6.3, 6.5.2.

• **No Compensation to Developer During Interim Agreement Phase.** The Interim Agreement provides that the Developer is generally responsible for its development costs associated with preparation of its proposed technical approach to the Project. Accordingly, in the event the City terminates the Agreement for its convenience or for lack of funding, the City has no payment obligation to the Developer whatsoever under the Interim Agreement, and the Developer proceeds during the Interim Agreement phase at its sole cost and risk. See Section 6.5.2.

• **Additional terms.** The Interim Agreement includes a number of additional terms that are routinely set forth in comparable development agreements, including provisions with



respect to time extensions for delays beyond the control of the Developer, default, insurance, indemnification, and limitations of liability such as a mutual waiver of consequential damages.

### **Key Elements for the Comprehensive Agreement**

The Interim Agreement also includes key concepts for the Comprehensive Agreement, which will be the subject of negotiations during the Interim Agreement phase, if the City Commission decides to proceed with the Project. See Exhibit 2. Several of the key provisions includes:

- **Fixed Price** – The Comprehensive Agreement will include a fixed price for delivery of the Project, subject to certain adjustments as provided in the Comprehensive Agreement. An example of an adjustment could be the City requests new services not contemplated in the original agreement, or to provide for an inflation increase to annual operations and maintenance cost indexed to the consumer price index.
- **Term** – An overall term of 35 years – 4 to 5 years of design, construction, vehicle manufacturing and testing and then 30 years of operations.
- **Project Ownership** – The City will own the Project and the Concessionaire will design, build, operate and maintain the system under agreement with the City.
- **Project Payments Tied to Performance** – Milestone payments will be tied to completion of key deliverables such as certification and delivery of the vehicles, completion of all roadway and rail construction, and opening of the system for revenue operations. Availability payments will be tied to operating and maintenance performance measures, such as on-time performance, cleanliness, timely maintenance, and meeting safety requirements, will also be included. The City's obligation to continue to make the availability payments will be contingent upon the continued efficient performance of the streetcar system.
- **Concessionaire Investment** – The Concessionaire (through its equity owners) must invest a minimum amount (at least \$10 million or 10% of the amount financed of capital costs, whichever is higher) and maintain these investments during the design and construction period.
- **Performance Guarantees** – The Concessionaire must provide a combination of performance bond, payment bond, or letters of credit to ensure performance of design, construction and operations.

### **Additional Due Diligence**

The Commission Memorandum that accompanied Resolution No. 2016-29503 summarized the due diligence findings concerning each of the three (3) proposers' litigation history, bankruptcy history, regulatory history, and compliance history. As I noted in that Memorandum, all three of the proposer teams has, at some point in its past, faced allegations of corruption, bribery, or similar misconduct. For this reason, I recommended that the City meet with compliance officers of the recommended firm, to better understand how the company has responded to the allegations of misconduct, and what internal controls, compliance, ethics training and/or monitoring functions the firm has in place to prevent future misconduct.

On August 29, 2016, I met with compliance officers for Alstom, part of the GMTP team, to better understand the steps Alstom has taken to prevent future misconduct since the World Bank's February, 2012 debarment of certain Alstom companies for allegations of misconduct, and Alstom's subsequent December, 2014 admission of misconduct and agreement to pay the United States a \$772 million fine as part of a resolution of Foreign Corrupt Practices Act charges.

Since 2012, following Alstom's settlement with the World Bank, Alstom cooperated with an independent, third-party monitor imposed by the World Bank, and implemented a wide variety of the monitor's compliance program recommendations, including, for example, use of a well-respected third party hotline provider (Ethics Point), to provide a mechanism for anonymous reporting of allegations of misconduct independent of the firm's management, among many other compliance measures. As a result of Alstom's work with the World Bank monitor to strengthen its compliance program, on or about February, 2015, the World Bank lifted its sanctions against Alstom, and the World Bank's Integrity Compliance Office (ICO) confirmed that Alstom had implemented a corporate compliance program in line with the World Bank's integrity compliance guidelines. In addition, the robustness of the firm's current compliance program was specifically mentioned by the United States Department of Justice as a reason for not imposing a compliance monitor as part of Alstom's December, 2014 plea agreement with the U.S. relating to its Foreign Corrupt Practices Act allegations.

I also note that the City of Miami Beach is not the only entity currently positioned to use public funds to award work (or continue to award work) to Alstom. Recently, on August 26, 2016, Amtrak, a federally-funded passenger rail service, announced that it was awarding Alstom various contracts for delivery of high speed trains valued **at \$2 billion**.<sup>2</sup> I also understand that within the last few years, Alstom has successfully completed a responsibility review with New York City, and has maintained its contract relationship with NYC Transit.

Based on the foregoing, I am comfortable that Alstom has the appropriate compliance program in place to faithfully perform the contract requirements and deliver the Project reliably.

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<sup>2</sup> Although Amtrak is not itself a public entity, given that it receives federal funding, its procurement process is comparable to a public entity procurement process, including with respect to ensuring the responsibility of bidders that are awarded contracts.

## **CONCLUSION**

The Administration recommends that the Mayor and Commission approve the Interim Agreement between the City of Miami Beach, Florida and Greater Miami Tramlank Partners, a joint venture among Infrared Capital Partners Limited (acting in its capacity as Manager for and on behalf of each of the several limited partnerships constituting Infrared Infrastructure Fund III), Alstom Transport SA, And Walsh Investors, LLC, for a Light rail/Modern Streetcar Project in Miami Beach pursuant to Section 255.065 of the Florida Statutes and Proposal Requirements Document (PRD) No. 2016-071-KB; and further authorizing the Mayor and City Clerk to execute the Interim Agreement. Approval of the Interim agreement will allow the City to move expeditiously with a light rail/modern streetcar project, should, and if, the Commission decides to move forward with the Project next year.

Attachments

JLM/MT/KGB/WB

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