

RESOLUTION NO. 2016-57

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5 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
6 VILLAGE OF PALMETTO BAY; RELATING TO CITIZENS
7 INDEPENDENT TRANSPORTATION TRUST (CITT) FUND;
8 DIRECTING THE VILLAGE MANAGER TO ALLOCATE \$50,400 OF
9 THE VILLAGES SHARE OF CITT FUNDING TOWARDS RELATED
10 STUDIES REGARDING THE DEVELOPMENT OF A
11 COMPREHENSIVE STRATEGIC MIAMI AREA RAPID TRANSIT
12 (SMART) PLAN IMPLEMENTATION DOCUMENT THAT INCLUDES
13 PLANNING AND FUNDING SOLUTIONS FOR ALL RAPID TRANSIT
14 CORRIDORS IDENTIFIED IN THE APPROVED SMART PLAN;
15 PROVIDED AND REQUIRING THAT EQUAL FUNDING
16 PARTICIPATION FROM ALL MUNICIPALITIES IN SOUTH DADE IS
17 INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.
18

19 WHEREAS, in 2002, the electors of Miami-Dade County approved the imposition of a
20 one-half percent surtax with the purpose of improving, among other things, mass transit within
21 the County through the People's Transportation Plan; and
22

23 WHEREAS, the People's Transportation Plan included six rapid transit corridors located
24 throughout Miami-Dade County which included the South Dade Transit Way; and
25

26 WHEREAS, on February 16, 2016, the MPO Governing Board unanimously approved a
27 policy to set as highest priority the advancement of Rapid Transit Corridors and transit
28 supportive projects in Miami-Dade County; and
29

30 WHEREAS, the Metropolitan Planning Organization Transit Solutions Committee has,
31 over the past several months, received and considered input from transportation partner
32 agencies, elected officials, and the public at large; and
33

34 WHEREAS, the Metropolitan Planning Organization Transit Solutions Committee
35 reviewed and approved the Strategic Miami Area Rapid Transit (SMART) Plan which identifies
36 the South Dade Transit Way as one of the six rapid transit corridors for development of an
37 implementation plan; and
38

39 WHEREAS, an interlocal agreement to develop a multi-agency partnership for
40 undertaking activities to support the South Dade Transit Way Implementation Plan is required;
41 and
42

43 WHEREAS, all parties agree that the MPO will be the lead agency for the development
44 of the implementation plan; and
45

46 WHEREAS, the Village of Palmetto Bay wishes to enter into an interlocal agreement
47 with the Miami-Dade Metropolitan Planning Organization and to be an equal partner with Cutler

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2 Bay, Pinecrest, Homestead, Florida City, and Miami-Dade County by allocating \$50,400 to fund
3 the implementation plan with the intention of bringing light rail to the community there by
4 increasing the availability of transit options.
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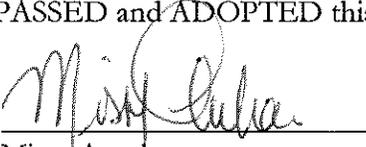
6 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
7 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
8

9 Section 1. A public hearing on the present application was held on July 11, 2016, in
10 accordance with the Village's Code of Ordinances and now the Village Council desires to enter
11 into an interlocal agreement (attached herein) with the Miami-Dade Metropolitan Planning
12 Organization, Cutler Bay, Pinecrest, Homestead, and Florida City, and to allocate \$50,400 from
13 its CITT funding source for participation in an agreement with multi-agency partnership for
14 undertaking activities to support the South Dade Transit Way Implementation Plan necessary to
15 secure a light rail system along the South Dade Transit Way, provided in so doing, this action is
16 taken in partnership with of the Village of Pinecrest, Town of Cutler Bay, City of Homestead,
17 Florida City and Miami-Dade County.
18

19 Section 2. This Resolution shall take effect immediately upon approval.
20

21 PASSED and ADOPTED this 11th day of July, 2016.
22

23
24 Attest:

25 
26 Missy Arocha
27 Village Clerk

28 
29 Eugene Flinn
30 Mayor

31 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
32 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:
33

34 
35 Dexter W. Lehtinen
36 Village Attorney

37 FINAL VOTE AT ADOPTION:

38 Council Member Karyn Cunningham YES

39 Council Member Tim Schaffer YES

40 Council Member Larissa Siegel Lara YES

41 Vice-Mayor John DuBois YES

42 Mayor Eugene Flinn YES
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44
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46

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the Miami-Dade Metropolitan Planning Organization (MPO), hereinafter called the MPO and the **VILLAGE OF PINECREST; TOWN OF PALMETTO BAY; TOWN OF CUTLER BAY; FLORIDA CITY; CITY OF HOMESTEAD; and MIAMI-DADE COUNTY, FLORIDA**, collectively known as the “Parties.”

WITNESSETH:

ARTICLE 1.00: The **PARTIES** do hereby recognize the importance of entering into a multi-agency partnership to advance efforts in connection with the Strategic Miami Area Rapid Transit (SMART) Plan which identifies the **SOUTH DADE TRANSITWAY** as one of six rapid transit priority corridors, for the development of an **IMPLEMENTATION PLAN**, as described in Article 3.00 recited herein.

ARTICLE 2.00: The Parties wish to continue the efforts already underway to improve regional mobility along the referenced rapid transit corridor. This 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 South Dade TransitWay Implementation plan, including but not limited to:

1. Develop a local corridor vision plan to enhance mobility, accessibility and connectivity along the corridor.
2. Develop a community engagement plan to look for input and consensus of businesses, residents and elected officials.
3. Promote the economic development along the corridor.
4. Participate in charrettes and public meetings to inform the community.
5. Establish a Project Advisory Team (PAT) with the participation of all **PARTIES** to work collaboratively to promote the advancement of rapid transit development along the South Dade TransitWay.
 - a. The MPO Executive Director or Executive Director’s designee shall appoint a representative from each involved Party, as well as, any other transportation partner, as needed.
 - b. The PAT 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 PAT will coordinate public outreach events with the community, municipalities, and other involved stakeholders;
6. Reach consensus on key project issues and work cooperatively towards resolving any conflicts that may arise.

ARTICLE 4.00: The **PARTIES** agree that the MPO will be the lead agency for the development of the Implementation Plan.

ARTICLE 5.00: During the performance of this agreement, the MPO will be responsible for the assignment of Consultant(s) to conduct any planning work along the referenced rapid transit corridor. The selected consultant(s) shall comply 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** agrees to fund the Implementation Plan as per Article 10.00 of this Agreement.

1. The contribution by each Party is as follows:
 - a. MPO shall contribute \$474,000, or 39.5% of the project funding.
 - b. Miami-Dade County shall contribute \$474,000, or 39.5% of the project funding.
 - c. Village of Pinecrest shall contribute \$50,400, or 4.2% of the initial project funding.
 - d. Town of Palmetto Bay shall contribute \$50,400, or 4.2% of the initial project funding
 - e. Town of Cutler Bay shall contribute \$50,400, or 4.2% of the initial project funding
 - f. Florida City shall contribute \$50,400, or 4.2% of the initial project funding
 - g. City of Homestead shall contribute \$50,400, or 4.2% of the initial 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 MPO shall provide detailed information as to the need for additional funding, and will request funding from the Parties according to the above percentages.

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** agrees 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 MPO Executive Director or Executive Director's designee and securing consent. In the event that the **PARTIES** wishes to issue a press release or publicity release, the **PARTIES** shall seek consent from the MPO Executive Director or Executive Director's designee prior to release by providing a copy of the draft release. The MPO Executive Director or Executive Director's designee shall reply to the request of the **PARTIES** within one business day. The **PARTIES** also agrees that it 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 MPO. This Section shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to Article 7.10 of this Agreement.

ARTICLE 9.00: The MPO 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.

ARTICLE 10.00: The MPO shall invoice 100% of each **PARTIES** contribution as specified in Article 6.00 of this Agreement.

ARTICLE 11.00: Standards of Conduct - Conflict of Interest – the MPO 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 reference 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 Governing Board of the Metropolitan Planning Organization.

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.

IN WITNESS WHEREOF, the parties hereto have executed these presents this _____ day of _____, 2016.

FOR MIAMI-DADE MPO:

ATTEST:

Miami-Dade MPO Clerk of the Board

By: _____

By: _____

Aileen Bouclé, Executive Director

Zainab Salim

Date: _____

Date: _____

Approved as to Form and Legal Sufficiency

By: _____

Assistant County Attorney

Date: _____

ATTEST: PARTIES

Miami-Dade County

Legal Review

By: _____

By: _____

Name: _____

Title: _____

Date: _____

Village of Pinecrest

By: _____

Name: _____

Title: _____

Date: _____

Legal Review

By: _____

Town of Palmetto Bay

By: _____

Name: _____

Title: _____

Date: _____

Legal Review

By: _____

Town of Cutler Bay

By: _____

Name: _____

Title: _____

Date: _____

Legal Review

By: _____

Florida City

By: _____

Name: _____

Title: _____

Date: _____

Legal Review

By: _____

City of Homestead

By: _____

Name: _____

Title: _____

Date: _____

Legal Review

By: _____