

# MEMORANDUM

Agenda Item No. 8(L)(48)

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**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** July 2, 2013

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution accepting transfer of  
Mariposa Court onto the Miami-  
Dade County system of roads;  
approving an Interlocal  
Agreement with the City of Coral  
Gables for transfer of Mariposa  
Court

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The accompanying resolution was prepared by the Public Works and Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez and Co-Sponsors Vice Chair Lynda Bell and Commissioner Jose "Pepe" Diaz.



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R. A. Cuevas, Jr.  
County Attorney

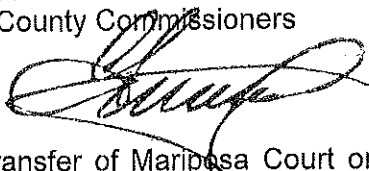
RAC/smm

# Memorandum



**Date:** July 2, 2013

**To:** Honorable Chairwomen Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Accepting Transfer of Mariposa Court onto the Miami-Dade County System of Roads; Approving an Interlocal Agreement with the City of Coral Gables for Transfer of Mariposa Court; and Authorizing the County Mayor or County Mayor's Designee to Execute said Agreement; and Rescinding Resolution R-38-08

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## Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution approving the Inter-local Agreement (Agreement) for the transfer of jurisdiction of Mariposa Court, beginning from the Southeast right-of-way line of SR 5/US-1 (South Dixie Highway) and terminating at the Northwest right-of-way line of Mariposa Avenue, by and between the City of Coral Gables (City) and Miami-Dade County (County) in conjunction with the Pedestrian/Bicycle Overpass Project at the University Metrorail Station located at the intersection of South Dixie Highway and Mariposa Court and authorizing the County Mayor or the County Mayor's designee to take all appropriate actions to enter into this Agreement for and on behalf of Miami-Dade County and to accept a deed of transfer from the City; and rescinding Resolution R-38-08 eliminating the acquisition of Parcels 100 and 100-TCE.

## Scope

Mariposa Court, from South Dixie Highway to Mariposa Avenue, is located in Commissioner Xavier L. Suarez's District 7. The transfer of this roadway to the County is needed for the pedestrian/bicycle overpass project at the University Metrorail Station. The project benefits are Countywide.

## Fiscal Impact/Funding Source

The transfer of this road will increase the Public Works and Waste Management Department's (PWWM) roadway maintenance budget by approximately \$328.05 annually, and will be funded through PWWM's General Fund allocation.

## Track Record/Monitor

PWWM is the entity overseeing this item and the person responsible is Mr. Wayne Sutton, PSM, Section Head, Right-of-Way Engineering Section.

## Background

The proposed pedestrian bridge is planned to be built within the Mariposa Court right-of-way just east of its intersection with South Dixie Highway. The overpass is needed to increase safety at this location, including the safe movement of pedestrians across South Dixie Highway.

Since the proposed overpass falls within the City's limits, Miami-Dade County Transit (MDT) sought the support of the City for the project. The City Commission, at their August 22, 2006 meeting, passed and approved Resolution No. 2006-153 supporting the long-term goals of the project. The pedestrian overpass will connect the University Metrorail Station to the east side of South Dixie Highway at Mariposa Court. The overpass will consist of the bridge span, two (2) towers, elevators, and stairs. Mariposa Court will need to be reconfigured to accommodate the east tower within its right-of-way by reducing its entrance onto South Dixie Highway from three (3) lanes, down to two (2) standard width lanes. These modifications eliminate the need for the County to acquire parcels 100 and 100-TCE as previously authorized under Resolution R-38-08.

Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners  
Page 2

Mariposa Court is less than 600 feet in length (beginning from South Dixie Highway and terminating at Mariposa Avenue) and is currently under the City's road system as a secondary roadway. This Agreement provides for the County to accept all legal rights, responsibilities and obligations with respect to Mariposa Court, including but not limited to, the operation and maintenance of the facility. Additionally, the County will accept full permitting and regulatory responsibility with regard to all existing utilities presently located within Mariposa Court, and existing permits will be transferred to the County upon recording of the Resolution of Transfer. On May 28, 2013 the City Commission adopted Resolution No. 2013-90 authorizing execution of the Interlocal Agreement and the execution of a City Quit Claim Deed transferring Mariposa Court to the County. Said road will be added to PWWM's road system.



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Alina T. Hudak  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** July 2, 2013

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(L)(48)

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
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(L)(48)  
7-2-13

RESOLUTION NO. \_\_\_\_\_

RESOLUTION ACCEPTING TRANSFER OF MARIPOSA COURT ONTO THE MIAMI-DADE COUNTY SYSTEM OF ROADS; APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF CORAL GABLES FOR TRANSFER OF MARIPOSA COURT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAID AGREEMENT; AND RESCINDING RESOLUTION R-38-08

**WHEREAS**, Mariposa Court is a local road now belonging to the City of Coral Gables, extending from South Dixie Highway to Mariposa Avenue located in Section 30, Township 54 South; Range 41 East within the corporate limits of the City of Coral Gables; and

**WHEREAS**, this Board finds that the construction of a pedestrian overpass connecting the University of Miami Metrorail Station to commercial and residential areas on the opposite side of South Dixie Highway is necessary for public safety; and

**WHEREAS**, the Miami-Dade County plans include certain modifications to Mariposa Court for the purpose of accommodating the construction and maintenance of the landing for the pedestrian overpass within the right-of-way of said Mariposa Court; and

**WHEREAS**, the City of Coral Gables and Miami-Dade County agree that, because of said modifications by Miami-Dade County, Mariposa Court should be transferred from the Coral Gables system of roads onto the Miami-Dade County system of roads; and

**WHEREAS**, pursuant to Sec. 335.0415 Florida Statutes, public roads may be transferred between jurisdictions only by mutual agreement of the affected governmental entities; and

**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 this Board:

**Section 1.** Incorporates the foregoing recitals as a part of this resolution.

**Section 2.** Authorizes and accepts from the City of Coral Gables a transfer by deed of Mariposa Court between the Southeasterly right of way line of South Dixie Highway (U.S. 1) and the Northwesterly right-of-way line of Mariposa Avenue as depicted on the sketch, attached hereto as Exhibit "B" and made a part hereof.

**Section 3.** Authorizes the Interlocal Agreement for Transfer of Jurisdiction of Mariposa Court attached hereto as Exhibit "A" and made a part hereof.

**Section 4.** Authorizes the County Mayor or County Mayor's designee to execute said agreement on behalf of this Board and to affix thereto the official seal of Miami-Dade County.

**Section 5.** Directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to record the transfer deed accepted herein among the Public Records of Miami-Dade County and to provide a copy of said instrument to the Clerk of the Board within thirty (30) days of execution of said instrument.

**Section 6.** Directs the Clerk of the Board to attach and permanently store a recorded copy of said transfer deed together with this resolution.

**Section 7.** Rescinds Resolution R-38-08 eliminating the acquisition of Parcels 100 and 100-TCE.

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

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of July, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Debra Herman



## **Interlocal Agreement For Transfer of Jurisdiction of Mariposa Court**

**THIS INTERLOCAL AGREEMENT FOR TRANSFER OF JURISDICTION OF MARIPOSA COURT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013\_\_, by and between THE CITY OF CORAL GABLES, a Florida municipal corporation, ("CITY") and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, ("COUNTY").**

### **WITNESSETH**

**WHEREAS, COUNTY plans to construct a Pedestrian Overpass at or near the University Metrorail Station over US-1 to Mariposa Court ("Pedestrian Overpass"); and**

**WHEREAS, COUNTY desires to have jurisdictional responsibility for Mariposa Court from US-1 to the beginning of the intersection of Mariposa Avenue ("Mariposa Court") as a part of the County Road System for the construction, operation and maintenance of the Pedestrian Overpass; and**

**WHEREAS, the COUNTY and the CITY are desirous of transferring the underlying title and responsibility for the operation and maintenance of Mariposa Court from the CITY to the COUNTY; and**

**WHEREAS, pursuant to Section 335.0415, Florida Statutes, jurisdiction and responsibility for public roads may be transferred by mutual agreement of the CITY and the COUNTY; and**

**WHEREAS, Section 337.29(3), Florida Statutes, provides that title to roads transferred pursuant to Section 335.0415, Florida Statutes, shall be in the governmental entity to which such road has been transferred upon the recording of a deed or a right-of-way map in the public records; and**



WHEREAS, the CITY and the COUNTY have determined that it is in the best interest of the parties that responsibility for the operation and maintenance of Mariposa Court as well as any future improvements thereto or thereon be transferred to the COUNTY.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the CITY and the COUNTY hereby agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. The jurisdiction, ownership and control of Mariposa Court as part of the City's municipal road system shall be transferred and conveyed in its entirety as defined in Section 334.03(23), Florida Statutes, including the right of way, sidewalks and drainage, to the County as part of the County road system; to wit, from the beginning of Mariposa Court's intersection with South Dixie Highway (US 1) to the beginning of its intersection with Mariposa Avenue.
3. The right and responsibility of all traffic engineering matters to regulate traffic and determine appropriate measures and install, maintain, modify or remove traffic control devices such as traffic signals, signs and pavement markings shall remain with the COUNTY and is not impacted by this Agreement. In connection with the construction of the project, the COUNTY agrees to apply the higher of either 1) the COUNTY standards that are applied to all other roads and sidewalks within the County road system or 2) the existing condition as of the date of this Agreement. COUNTY agrees to limit its construction activities to the dates and times as outlined in the CITY ordinances in setting the construction dates and times for the Pedestrian Overpass, and the CITY will not unreasonably deny requests by the COUNTY pursuant to those ordinances to allow construction at dates and times outside the normally permitted construction hours. The COUNTY agrees to obtain final design approval from the CITY of any material deviations as determined by the CITY from the plans which already have been preliminarily approved by the CITY for the Pedestrian Overpass, and such approval shall not be unreasonably withheld and the CITY shall make its decision within 21 days of such request.

4. COUNTY agrees to accept all legal rights, responsibilities and obligations with respect to Mariposa Court, including, but not limited to, the operation and routine maintenance (as defined in Section 334.03(24), Florida Statutes, including sidewalks, drainage and stormwater management) of said road. In addition, COUNTY accepts full permitting and regulatory responsibility with regard to any existing utilities located within Mariposa Court and CITY shall transfer any existing permits to the COUNTY with respect to same upon recording of the deed of transfer.

5. The COUNTY accepts and shall be responsible for any and all liability for any and all claims or causes of actions of whatsoever nature arising out of COUNTY's use, operation and maintenance of Mariposa Court including the construction, operation, use and maintenance of the Pedestrian Overpass, as provided herein. COUNTY agrees to the extent permitted by law and as limited by Section 768.28, Florida Statutes where applicable, to defend, indemnify and hold harmless CITY, its Commissioners, officers, attorneys, employees and agents, against any claims, demands, damages and causes of action that may be brought against CITY relating to COUNTY's use, operation and maintenance of Mariposa Court and construction, use, operation and maintenance of the Pedestrian Overpass or otherwise related to this Agreement. COUNTY shall defend any action or proceedings brought against the CITY, its Commissioners, officers, attorneys, employees and agents pursuant to this Agreement and shall be responsible for all of their respective costs, attorneys fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees that may be entered as a result thereof. COUNTY shall also, to the extent permitted by law and as limited by Section 768.28, Florida Statutes where applicable, defend, indemnify and hold harmless CITY, its Commissioners, officers, attorneys, employees and agents from any claim, dispute, action or suit alleging any injury as a result of COUNTY's performance or

failure to perform the duties assumed by COUNTY pursuant to this Agreement, and will satisfy the full and entire amount of any claims bill that may be enacted by the Florida Legislature as a result thereof or related thereto, so that the CITY, its Commissioners, officers, attorneys, employees and agents have no liability whatsoever resulting from or relating in any way to any such claims bill. In addition to COUNTY's Indemnification provisions provided herein, COUNTY shall require any contractor constructing the Pedestrian Overpass within CITY's municipal boundaries to name and include the City of Coral Gables as an additional insured in any contract of liability insurance required by COUNTY of said contractor. Notwithstanding the foregoing, COUNTY shall not be required to defend or indemnify, nor shall it be responsible for any claims, damages or liability caused by the City's own negligence.

6. This Agreement shall not be construed to eliminate or impact CITY's responsibility, to the extent permitted by law, and subject to and as limited by Section 768.28, Florida Statutes, for any tort liability for any actions arising out of CITY's operation and maintenance of Mariposa Court prior to and up to the effective date of the transfer of such road, which shall survive such transfer.

7. Upon execution of this Agreement, the COUNTY and CITY shall, without undue delay, record in the public records of Miami-Dade County the CITY QUIT CLAIM DEED transferring jurisdiction and ownership of Mariposa Court to COUNTY. Following the transfer of jurisdiction and ownership provided herein, should the Pedestrian Overpass project be discontinued or abandoned by COUNTY, after construction has commenced, and all construction activity toward completion of the Pedestrian Overpass has ceased for a period of twelve (12) months or more without good cause being shown as reasonably determined by CITY, then CITY may elect at its sole and exclusive option, to have COUNTY restore Mariposa Court at the sole cost and expense of COUNTY to the condition it was in prior to

commencement of the Pedestrian Overpass project, and thereafter, execute a deed re-conveying and transferring jurisdiction of Mariposa Court back to CITY.

8. Whenever one of the parties to this Agreement desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

County Mayor  
County Mayor's Office  
Stephen P. Clark Center  
111 N.W. 151 Street, Suite 2910  
Miami, Florida 33128  
Telephone: (305) 375-5311  
Facsimile: (305) 375-4658

For the CITY:

City Manager  
405 Biltmore Way  
Coral Gables, Florida 33134  
Telephone: (305) 460-5201  
Facsimile: (305) 460-5350  
Copies to City Attorney and Public Works Director

9. The provisions of this agreement shall be in full force and effect commencing on the date of the execution of this agreement and continuing in perpetuity.

10. Each party represents that this Agreement has been duly approved and executed by its governing body and that it has the required power and authority to enter into and perform the obligations hereunder.

11. Any and all existing interlocal agreements between COUNTY, or any of its departments or agencies (such as but not limited to DERM, WASD, Public Safety, etc.) and

CITY shall remain in full force and effect and shall not be altered, changed, modified, amended or terminated as a result of this agreement.

12. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

14. This Agreement shall be construed in accordance with the laws of the State of Florida and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

15. This Agreement shall not be construed as creating any rights in any parties, entities or individuals other than such parties, entities, and individuals which have been identified in this Agreement, and no other third party beneficiaries shall be deemed to be created hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized representatives.

Attest:

CITY OF CORAL GABLES, FLORIDA

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

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

Approved for legal sufficiency and form:

\_\_\_\_\_  
City Attorney

Authorized by Resolution No. \_\_\_\_\_

Attest:

MIAMI-DADE COUNTY, FLORIDA

Harvey Ruvln, Clerk

By: \_\_\_\_\_  
Deputy Clerk

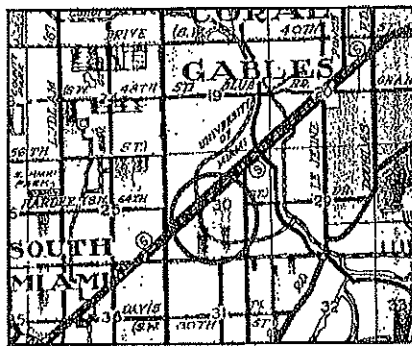
By: \_\_\_\_\_  
Mayor Carlos Gimenez or designee Date

Authorized by Resolution Number \_\_\_\_\_

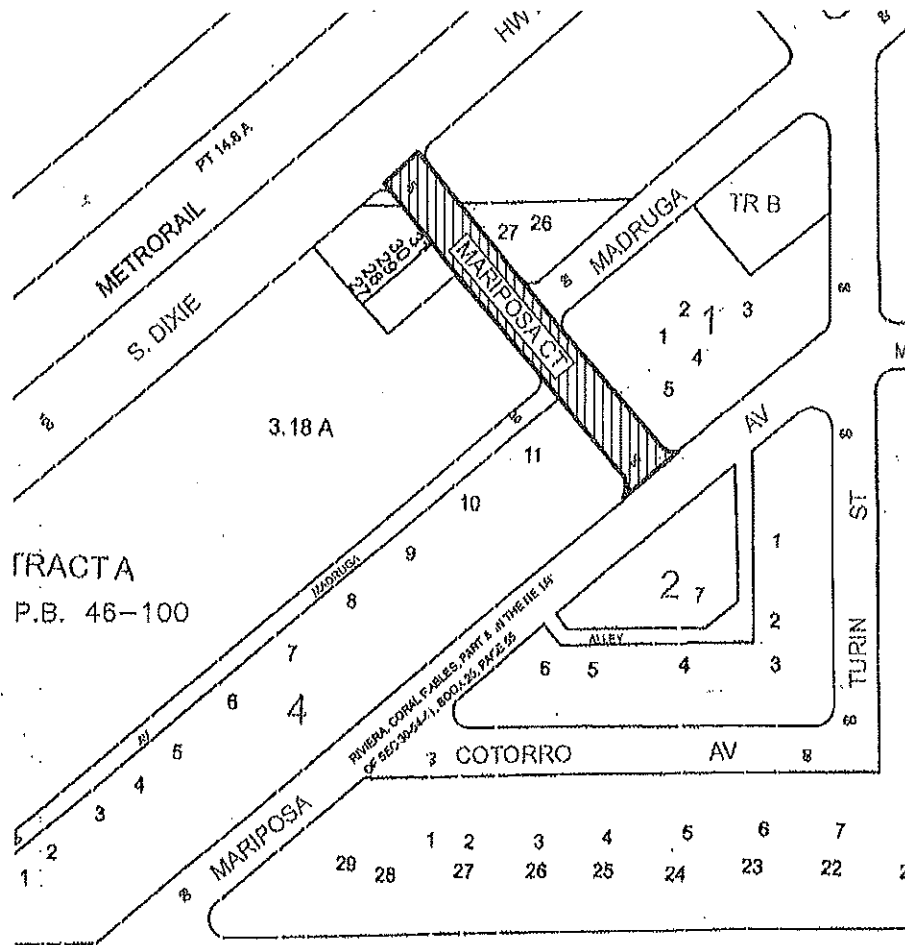
Approved for legal sufficiency and form:

\_\_\_\_\_  
County Attorney

SEC 30  
TWP 54 S  
RGE 41 E



LOCATION MAP  
NOT TO SCALE



REFERENCES:

- D.B. 3566-505 (PARCEL 3-PART)
- P.B. 78-62
- P.B. 25-55

MIAMI-DADE COUNTY PUBLIC AND  
WASTE MANAGEMENT DPT.  
LAND DEVELOPMENT/RIGHT OF WAY DIVISION  
ENGINEERING SECTION

MARIPOSA COURT



ROAD TO BE TRANSFERRED

EXHIBIT "B"

NOT A SURVEY



SCALE: NOT TO SCALE  
PREPARED BY: L.E.  
DATED: 05-30-13