

MEMORANDUM

Agenda Item No. 14(A)(16)

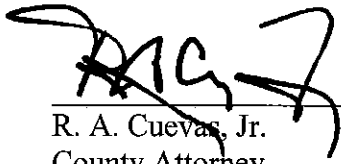
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 14, 2015

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

SUBJECT: Resolution approving terms of and authorizing the Mayor to execute a memorandum of agreement with the State of Florida Department of Transportation for the transfer of land and improvements, management, operation and maintenance of the Dolphin Station at the Homestead Extension of the Florida Turnpike and NW 12th Street; and authorizing the acceptance of the transfer of land and improvements and funding for the operations and maintenance of the facility

The accompanying resolution was prepared by Miami-Dade Transit Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.



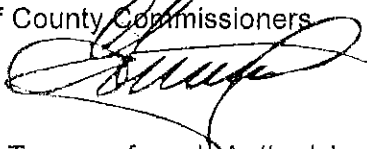
R. A. Cuevas, Jr.
County Attorney

RAC/jls

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Date: July 14, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Approving Terms of and Authorizing Mayor to Execute a Memorandum of Agreement with the State of Florida Department of Transportation for the Transfer of Land and Improvements, Management, Operation and Maintenance of the Dolphin Station Park and Ride/Terminal Facility at the Homestead Extension of the Florida Turnpike and N. 12 Street; Authorizing the Receipt of the Transfer of Land and Expenditure of Funds for the Operations and Maintenance as Specified in the Agreement

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the terms of, and authorize the Mayor to, execute the Memorandum of Agreement (Agreement) in substantially the form attached hereto, with the Florida Department of Transportation (FDOT) to establish the terms and conditions for the transfer of land and improvements and for the management, operation, and maintenance of the Dolphin Station Park and Ride/Terminal Facility (Facility). FDOT has required that this Agreement be executed prior to funding any design or construction for this Facility.

It is further recommended that the Board authorize the receipt of the transfer of land and expenditure of operations and maintenance as specified in the Agreement.

SCOPE

While this project is located in Commissioner Jose "Pepe Diaz's District 12, the impact of the project benefits the riding public and is, therefore, countywide.

FISCAL IMPACT/FUNDING SOURCE

The estimated future annual operating and maintenance cost resulting from the construction of the Dolphin Station projected to start in FY 2017-18 is \$350,000 and will be funded through the Miami-Dade Transit (MDT) operating budget.

The capital cost budgeted in the FY 2015-16 Proposed Budget and Multi-year Capital Plan for the project is \$11,100,000.00, which includes \$5,000,000.00 of funds from MDT funds and \$6,100,000.00 of FDOT funds. MDT's portion of the capital costs will be funded from the People's Transportation Plan Bond Program.

TRACK RECORD/MONITOR

MDT has entered into numerous agreements with FDOT over the course of more than 27 years. The MDT Manager for this Agreement is Froilan Baez, Chief Right of Way for the Utilities and Joint Development Division.


BACKGROUND

The proposed Dolphin Station Park and Ride/Transit Terminal Facility project will support the State Road (SR) 836 Express Bus Service, as well as other planned express bus service routes serving the Dolphin Mall and nearby cities of Sweetwater and Doral. This project is an integral component of the East-West corridor, which connects the largest employment areas of the County (Florida International University, Doral, Miami International Airport, Miami Health District, Downtown Miami and Brickell) and the Miami Intermodal Center, a major intermodal transportation hub.

The County has requested and MDX has agreed to undertake the planning, design, and construction of this Park and Ride facility for MDT. MDX has existing contracts for planning, design and construction that can be accessed immediately, therefore saving project time. MDX will enter into an Agreement with FDOT for planning, design, and construction. MDX will also enter into an Agreement with MDT for 50 percent matching funds for the construction costs. This Agreement will be presented at a future Board meeting. Upon completion of the construction of the Park and Ride/Terminal, the land and improvements will be transferred from FDOT to the County. This Agreement with FDOT commits the County to operate and maintain the Park and Ride and bus amenities upon completion of construction.

This project is included in the Metropolitan Planning Organization's Long Range Transportation Plan (LRTP) and Transportation Improvement Program (TIP), FDOT's Work Program and the MDT Transit Development Plan (TDP). The site for the Dolphin Station Park and Ride/Terminal Facility is located adjacent to the intersection of the Homestead Extension of the Florida Turnpike at SR 836 and NW 12 Street. The property is approximately 15 acres of vacant, undeveloped land and is owned by FDOT. The Facility will include a bus terminal facility with 12 bus bays, passenger seating and bus driver comfort station, and 900 surface parking spaces. Since there are no park and ride facilities to serve this densely populated region, this project will greatly benefit the local area.

The Facility is scheduled to open for revenue service in December 2017.



Alina T. Hudak
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 14, 2015

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

SUBJECT: Agenda Item No. 14(A)(16)

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

Agenda Item No. 14(A)(16)

Veto _____

7-14-15

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE TRANSFER OF LAND AND IMPROVEMENTS, MANAGEMENT, OPERATION AND MAINTENANCE OF THE DOLPHIN STATION AT THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE AND NW 12TH STREET; AND AUTHORIZING THE ACCEPTANCE OF THE TRANSFER OF LAND AND IMPROVEMENTS AND FUNDING FOR THE OPERATIONS AND MAINTENANCE OF THE FACILITY

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. This Board approves the Memorandum of Agreement between Miami-Dade County and the State of Florida Department of Transportation ("FDOT"), in substantially the form attached hereto and made a part hereof.

Section 2. This Board authorizes the Mayor, Mayor's designee, or Miami-Dade Transit Director to execute the attached Memorandum of Agreement and accept the transfer of land and improvements. The Board further authorizes funding for the operations and maintenance of the facility.

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:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 14th day of July, 2015. 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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
MIAMI-DADE COUNTY
FOR THE TRANSFER OF LAND AND IMPROVEMENTS, MANAGEMENT,
OPERATION AND MAINTENANCE OF THE PROPOSED DOLPHIN STATION AT
THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE AND NW 12th
STREET

THIS MEMORANDUM OF AGREEMENT ("Agreement") made and entered into this _____ day of _____, 20 __, between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the "DEPARTMENT", and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the Fiscal Year 2014 Transit Development Plan identified the need to improve vacant property owned by the DEPARTMENT (described in Exhibit 1; "the facility land"), to be developed as the Dolphin Station at the Homestead Extension of the Florida Turnpike ("HEFT") and NW 12th Street ("Dolphin Station" or "Facility"); and

WHEREAS, the DEPARTMENT and the COUNTY acknowledge that the Dolphin Station will result in an important public transportation facility for the general public; and

WHEREAS, the DEPARTMENT at the request of the County has entered into a Joint Participation Agreement with Miami-Dade County Expressway Authority ("MDX") for purposes of MDX undertaking the Project Development & Environment Study for the development of the proposed Dolphin Station; and

WHEREAS the DEPARTMENT at the request of the COUNTY will enter into a Joint Participation Agreement with MDX for the subsequent phases of Design and Construction of the Dolphin Station and the construction shall be undertaken in accordance with MDX's design-build process with 50/50 matching funding from both the DEPARTMENT and the County; and

WHEREAS upon issuance of a temporary certificate of occupancy, the COUNTY shall undertake the responsibilities of operation and maintenance of the Dolphin Station at its sole cost and expense; and

WHEREAS upon issuance of a temporary certificate of occupancy and the DEPARTMENT'S surplus declaration of the Facility Land, the DEPARTMENT will transfer and convey to the COUNTY, and the COUNTY shall accept, the Dolphin Station and the Facility

Land in fee simple at no cost to the COUNTY. The transfer and conveyance shall be in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the DEPARTMENT and COUNTY mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party; and

WHEREAS, this agreement will provide a working partnership between state and local government and will permit efficient utilization and maintenance of the Dolphin Station and Facility Land; and

WHEREAS, the DEPARTMENT has been tasked with certain transit responsibilities and is authorized under s. 341.041, Florida Statute, to enter into this Agreement; and

WHEREAS, the COUNTY, by Resolution No. _____, dated _____, 20____, attached as Exhibit "B"; incorporated to this agreement by reference, desires to enter into this Agreement and agrees to comply with all provisions hereunder, and authorizes and directs its officials to do so.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, it is mutually understood and agreed as follows:

1. Upon issuance of a temporary certificate of occupancy, the COUNTY shall undertake the responsibilities of all operation, management and maintenance of the Dolphin Station at the COUNTY's sole cost and expense.

A. Standards and schedules of maintenance ("Maintenance Standards") for the Facility and areas covered by this agreement are to be established by the COUNTY. Maintenance Standards shall be in accordance with generally accepted practices for similar facilities. The COUNTY shall periodically conduct a condition assessment of the facility against the Maintenance Standards, determine and carry out the maintenance actions required to meet the adopted Maintenance Standards, and accurately record maintenance performed and work accomplished in maintenance documentation.

B. Prior to the date of the transfer and conveyance of the Dolphin Station and the Facility Land to the COUNTY, if the COUNTY does not maintain the facility up to the minimum Maintenance Standards established, the DEPARTMENT reserves the right to complete such maintenance and bill the COUNTY for such work completed by the DEPARTMENT, and the COUNTY does hereby agree to reimburse the DEPARTMENT for all such reasonable costs and expenses incurred by the DEPARTMENT in completing the COUNTY's responsibilities hereunder. It is understood and agreed that the DEPARTMENT must provide the COUNTY written notice of any maintenance deficiency and allow the COUNTY a period of 60 days to cure any such maintenance deficiency.

C. Prior to the transfer and conveyance of the Dolphin Station and Facility Land to the COUNTY, at the DEPARTMENT's request, the COUNTY agrees to make the COUNTY's maintenance documentation available for review by the DEPARTMENT.

D. The COUNTY shall adopt a fiscal year budget annually that includes the management, operations and maintenance of the Facility.

2. Upon issuance of a temporary certificate of occupancy and the DEPARTMENT'S surplus declaration of the Facility Land, the DEPARTMENT will transfer and convey to the COUNTY, and the COUNTY shall accept, the Dolphin Station and the Facility Land in fee simple at no cost to the COUNTY. The parties shall endeavor that such transfer and conveyance shall occur within 90 days from issuance of the certificate of occupancy.

3. The COUNTY and the DEPARTMENT each bind themselves and their successors to the obligations respectively assumed by each hereunder. Neither party shall assign, sublet, or transfer its obligations and responsibilities under this agreement without prior written consent of the other.

4. The COUNTY hereby agrees to indemnify, defend, save and hold harmless the DEPARTMENT, in accordance with the limits specified in Chapter 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the COUNTY, its agents or employees or due to any act, or occurrence, or omission of commission of the COUNTY, its agents or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the DEPARTMENT for its own negligence or breach of contract.

5. This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this agreement shall be valid unless made in writing and signed by both parties hereto.

6. This agreement, regardless of where executed shall be governed and construed according to the laws of the State of Florida.

7. All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by registered mail or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the DEPARTMENT:

Florida Department of Transportation
District Six
ATT: Director of Transportation Development
1000 NW 111th Avenue
Miami, Florida 33172

To the COUNTY:

Miami-Dade Transit
ATT: Transit Director
701 NW 1st Court, Suite 1700
Miami, Florida 33136

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

MIAMI-DADE COUNTY, FLORIDA

FLORIDA DEPARTMENT
OF TRANSPORTATION

BY: _____

BY: _____

Title: County Mayor

District Six, Secretary

Legal Review *Bruce F. Baker*

Legal Review _____

EXHIBIT A

This instrument prepared by,
or under the direction of,
Alicia Trujillo, Esq., _____
District Chief Counsel
Florida Department of Transportation
1000 NW 111th Avenue, Miami, Florida 33172

Parcel No.:
Item/Seg No.:
Sect/Job No.:
S.R. No.:
County:
Managing District: Six

QUITCLAIM DEED
(Public Purpose)

THIS INDENTURE, _____, 20__ by and between the STATE OF FLORIDA
by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, Grantor, whose
address is 1000 NW 111th Avenue, Miami, Florida 33172, to
_____, Grantee, whose mailing address is _____.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway
purposes; and

WHEREAS, said land is no longer required for such purposes, and the Grantor, by action of the
District Secretary, District Six Florida Department of Transportation on _____ pursuant to
the provisions of Section 337.25 Florida Statutes, has agreed to quitclaim the land hereinafter
described to the Grantee without consideration, to be used solely for public purposes.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Grantor does hereby remise,
release and quitclaim unto the Grantee, and assigns, forever, all the right, title and interest of the State
of Florida Department of Transportation to the property herein described to be used solely for public
purposes, pursuant to the provisions of Section 337.25, Florida Statutes, all that certain land situate in
Miami-Dade County, Florida, viz:

(See Exhibit "1" attached hereto and made a part hereof)

The foregoing conveyance was approved pursuant to Resolution No. _____ of the Board of
County Commission of Miami-Dade County, Florida, passed and adopted on
_____. A copy of Resolution No. _____ is attached hereto as Exhibit "B".

TO HAVE AND TO HOLD, the said premises and the appurtenances thereof unto the Grantee.

Parcel No.:
Item/Seg No.:
Sect/Job No.:
S.R. No.:
County:
Managing District: Six

THIS CONVEYANCE IS made subject to access control requirements, any unpaid taxes, assessments, liens, reservations, or easements of any kind which may be in place, or encumbrances of any nature whatsoever which the Grantee hereunder and herein assumes.

REVERTER – The Property herein described is to be used in perpetuity for a public transportation facility for the general public. If the property ceases to be used for the above described purpose, all property rights shall revert back to the said Grantor.

RESERVING UNTO THE GRANTOR and its successors, an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same on all lands wherein the grantor holds the requisite interest, provided, however, that in no event shall the exercise of Grantor's rights hereunder interfere with Grantee's use of the Property.

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Parcel No.:
Item/Seg No.:
Sect/Job No.:
S.R. No.:
County:
Managing District: Six

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its District Secretary, District Six and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Witness: _____

(print name) _____

District Six Secretary

(print name) _____

Witness: _____

ATTEST: _____

(print name) _____

(print name) _____

Executive Secretary

(Affix Department Seal)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, District Secretary for District Six, FDOT, who is personally known to me, or has produced _____ as identification.

Notary Public in and for the County and State
as mentioned above

(Affix Notary Seal)

My Commission Expires

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Dolphin Station



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