

MEMORANDUM

Agenda Item No. 14(A)(11)

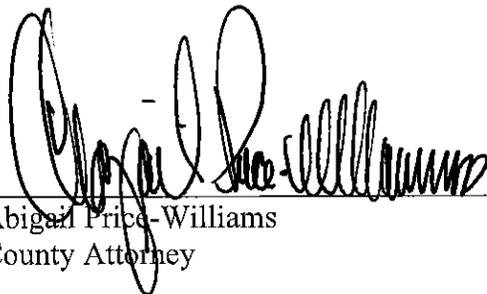
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 21, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the execution of an Off-System Construction and Maintenance Agreement between the State of Florida Department of Transportation, Town of Medley, City of Hialeah Gardens, and Miami-Dade County for a project along NW 87 Avenue between NW 74 Street and NW 103 Street; and authorizing the County Mayor to execute same, to take all actions necessary to effectuate same, and to exercise all provisions contained therein

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.



Abigail Price-Williams
County Attorney

APW/smm

Memorandum



Date: June 21, 2016

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

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez". The signature is fluid and cursive, with a prominent loop at the end.

Subject: Resolution Authorizing Execution of an Off-system Construction and Maintenance Agreement between the State of Florida Department of Transportation, the Town of Medley, the City of Hialeah Gardens, and Miami-Dade County for NW 87 Avenue Between NW 74 Street and NW 103 Street

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of an Off-System Construction and Maintenance Agreement (Agreement) between the State of Florida Department of Transportation (FDOT), the Town of Medley (Town), the City of Hialeah Gardens (City) and Miami-Dade County (County), for the roadway improvement project located along NW 87 Avenue between NW 74 Street and NW 103 Street (Project).

Scope

The Project is located within Commissioner Jose "Pepe" Diaz's District 12. The County has jurisdiction over NW 87 Avenue along the west side from NW 74 Street to NW 90 Street. The Town has jurisdiction over NW 87 Avenue along the east side from NW 74 Street to NW South River Drive, and over NW 87 Avenue along the west side from NW 90 Street to NW South River Drive. The portion of the project from Okeechobee Road to NW 103 Street is under the jurisdiction of the City. This NW 87 Avenue corridor is not on the State Highway System and therefore this Agreement is called Off-System.

Fiscal Impact/Funding Source

There is no fiscal impact to the County for the construction of the Project. FDOT will build and fund the construction of the Project under FDOT Financial Project Number 405615-3-52-01. Under this Agreement the County shall assume ownership of the rights-of-way and responsibility for the maintenance of NW 87 Avenue from NW 74 Street to Okeechobee Road after the construction of the Project has been completed. The yearly maintenance cost is estimated at \$49,000.00, which will be funded through the Department of Transportation and Public Works (DTPW) General Fund allocation. The area of the project from Okeechobee Road to NW 103 Street is currently under the City's jurisdiction, and will remain under its jurisdiction and maintenance once the Project is completed.

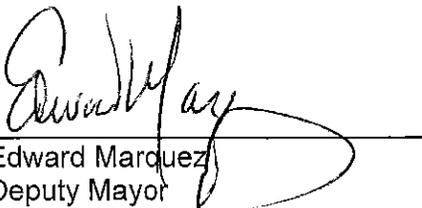
Track Record/Monitor

The Agreement establishes the responsibilities of each party. The Project Manager responsible for monitoring the Project is Octavio Marin, P.E. of the Roadway Engineering and Right-of-Way Division's Plans Review Section within DTPW.

Background

At the request of the Town, FDOT prepared a Memorandum of Agreement (MOA) for the Project which was subsequently approved under County Resolution No. R-235-13, and executed on June 3, 2013. This MOA set forth the obligations and responsibilities of the County, FDOT, and the Town. The MOA sets forth that FDOT will construct the Project contingent upon the parties entering into an off-system construction agreement acceptable to FDOT and the County, and approved by the Board. The MOA further set forth the intention of the parties that upon completion of the Project, the County would assume responsibility for the maintenance of NW 87 Avenue, including the bridge crossing the Miami C-6 canal, with the exception of the railroad crossing.

FDOT is designing the project which calls for a four (4) lane urban section, signing and pavement markings, conventional roadway lighting, seven (7) signalized intersections, and a bridge crossing the Miami Canal (South Florida Water Management District C-6 Canal). This Off-System Construction and Maintenance Agreement is consistent with and carries out the intention set forth within the MOA. The Town, through its Resolution No. C-1294, and the City, through its Resolution No. 2606, have approved the Off-System Construction and Maintenance Agreement.



Edward Marquez
Deputy Mayor

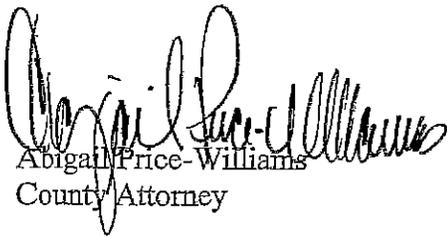


MEMORANDUM

(Revised)

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

DATE: June 21, 2016

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(11)

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
- Statement of social equity 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. 14(A)(11)
6-21-16

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, TOWN OF MEDLEY, CITY OF HIALEAH GARDENS, AND MIAMI-DADE COUNTY FOR A PROJECT ALONG NW 87 AVENUE BETWEEN NW 74 STREET AND NW 103 STREET; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME, TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, the State of Florida Department of Transportation (the "FDOT") plans to undertake and complete a road improvement project on NW 87 Avenue between NW 74 Street and NW 103 Street (the "Project"); and

WHEREAS, the Project improvements on NW 87 Avenue include, but are not limited to, roadway improvements, a railroad crossing, a bridge over C-6 canal along with embankment and bulkhead walls, installation of drainage, installation of water mains, street lighting, traffic signals and signing and pavement markings; and

WHEREAS, the Off-System Construction and Maintenance Agreement attached hereto as Exhibit A (the "Agreement") provides that after FDOT obtains appropriate permits from the South Florida Water Management District and Miami-Dade County Department of Regulatory and Environmental Resources, and upon delivery of a Notice of Final Acceptance of the Project by FDOT to the County, the Town of Medley (the "Town"), and the City of Hialeah Gardens, each local government will assume all maintenance responsibilities for the stormwater systems that are or will be under their respective jurisdictional control; and

WHEREAS, the Agreement provides that upon delivery of such Notice of Final Acceptance of the Project by the Department, the Town shall transfer ownership of certain unencumbered right-of-way to the County as set forth in the Agreement, which shall be owned and maintained by the County after such transfer by the Town; and

WHEREAS, the Town, through its Resolution No. C-1294 and the City of Hialeah Gardens, through its Resolution No. 2606, have approved the Agreement (attached hereto as Exhibits B and C, respectively); 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:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board approves the execution of an Off-System Construction and Maintenance Agreement, in substantially the form attached hereto as Exhibit A, between FDOT, the Town of Medley, the City of Hialeah Gardens and Miami-Dade County, and authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County, to take all actions necessary to effectuate same, and to exercise all provisions contained therein.

Section 3. The Board directs the County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public records the documents creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution. The Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instruments provided in accordance herewith together with this resolution.

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 21st day of June, 2016. 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.



Debra Herman

**OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT
BETWEEN
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (“DEPARTMENT”),
TOWN OF MEDLEY (“TOWN”),
CITY OF HIALEAH GARDENS (“CITY”) and
MIAMI-DADE COUNTY, (“COUNTY”)**

THIS AGREEMENT is made and entered into as of _____, 2014, by and through THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (the “Department”), TOWN OF MEDLEY, (the “Town”), CITY OF HIALEAH GARDENS, (the “City”), and MIAMI-DADE COUNTY, (the “County”). For purposes of this Agreement all parties shall be collectively referred to as the “Parties” or “parties”, and the Town, the City and the County shall be collectively referred to as the “Local Government(s).”

RECITALS

A. Upon approval of the Department’s Work Program by the State of Florida Legislature, and adoption by the Department Secretary, the Department shall complete the various projects included in the Department Work Program; and

B. Included in the Department’s Approved 5-year Work Program is Project Number FM No. 405615-3 (the “Project”) on NW 87 Avenue, within the limits of NW 74 Street and NW 103 Street (the “Project Limits”), in Miami-Dade County, Florida, a road not on the State Highway System¹; and

C. The Town, the City and the County are the holders of ownership rights to the road not on the State Highway System, as follows and as further depicted on Exhibit A attached hereto and made part hereof:

(i) the Town: the eastern portion NW 87 Avenue right of way, as measured from the center line, between NW 74 Street and NW 90 Street, and of the right of way of NW 87 Avenue from NW 90 street to the north right of way line of NW South River Drive, as generally depicted in Exhibit A attached hereto;

(ii) the City: the NW 87 Avenue right of way, from north of the Okeechobee Road right-of-way line to NW 103 Street, as generally depicted in Exhibit A attached hereto;

¹ Construction funds are currently programmed for FY16

(iii) the County: the western portion of the NW 87 Avenue right of way, as measured from the center line, from NW 74 Street to NW 90 Street, as generally depicted in Exhibit A attached hereto; and

D. The parties agree that it is in the best interest of each party for the Department to undertake and to complete the aspects of the Project, which collectively may include but not be limited to, the design, construction, construction inspection, utilities, permits, and other associated tasks; and

E. The parties further agree that it is in the best interest of each party to enter into this Agreement in order to allow the Department to construct and complete the Project;

F. The County, by and through Resolution No. _____, attached hereto as Exhibit B, has duly authorized the execution and delivery of this Agreement and agrees to be bound by the terms hereunder, and has further authorized the Mayor or his designee to take all necessary steps to effectuate the terms of this Agreement, including providing the authorization to accept the right of way from the Town on NW 87th Avenue, along the east side from NW 74th Street to NW South River Drive, and along the west side, from NW 90th Street to NW South River Drive, the bridge crossing the Miami C-6 Canal along with the embankment and the bulkhead walls, and all other property acquired by the Town for purposes of this Project, with the exception of the Highway-Rail grade crossing at NW 87th Avenue, between railroad mileposts ML 2+4846' and ML 2+1950' (the "railroad crossing"), without need of further action by the Board of County Commissioners. The Town and the City have each obtained the necessary resolution and/or required approval for the execution of and compliance with this Agreement, copies of which are attached hereto as Exhibits C and D.

G. The County and the Department are parties to a "Utility Design by FDOT Consultant Agreement," dated November 5, 2008, and reflecting Financial Project ID: 405615-3-32-03 for the project therein identified as "Installation of a 36" Water Main along NW 87th Avenue from 74th St to NW 122nd St." ("The Utility Design JPA"). It is expressly understood that nothing in the instant Agreement is intended to, or shall be construed to, amend or modify the Utility Design JPA. It is further contemplated that the County and the Department have entered, or may enter, into an additional Joint Project Agreement addressing the installation of the project described in the Utility Design JPA.

TERMS

NOW THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals in this Agreement are true and correct, and incorporated into and made a part hereof.
2. The Parties agree that the Department intends to undertake and complete project number FM405615-3; the Project shall include improvements on NW 87 Avenue, a road not on the State Highway System, which shall include, but not be limited to, roadway improvements, the railroad crossing, a bridge over C-6 canal along with the embankment and bulkhead walls, installation of drainage, installation of a Miami-Dade WASD 36 inch water main, installation of a Town of Medley 16 inch water main, street lighting, traffic signals and signing and pavement markings (collectively the "Local Roadway Improvements"), within the Project Limits. The Project shall further include all activities associated with, or arising out of the construction of the Local Roadway Improvements. The Local Governments shall cooperate and support the Department's work efforts in these regards, as specified herein. The Department will design and construct the Project in accordance with all applicable federal and state laws and regulations and in accordance with Department design and construction standards as set forth in the Department's guidelines, standards, and procedures. The Department shall have final decision authority with respect to the design, the design review process, and construction of the Local Roadway Improvements, and the relocation of any utilities that the Department may determine to be required. The Department shall comply with all construction contract obligations and shall continue to manage through Project Final Acceptance those warranties that are required by the Department's specifications and/or CPAM, and/or the construction contract.
3. In addition to the covenants and terms of this Agreement, as part of the Project, each Local Government agrees to undertake and complete the following:
 - (a) The City shall provide any additional right of way which may be required for the construction of the Project, in accordance with the Project Design Plans and Construction Plans;
 - (b) The County and the Town shall comply with the terms provisions of the Memorandum of Agreement dated June 3, 2013, between the Department, the County and the Town (the "MOA");

(c) Each Local Government shall be a co-applicant and shall review and sign permit applications as co-applicant as may be required by any permitting authorities, whether local, state or federal, for the construction of the Project. The permits that were identified during the design phase that are required for the Project are as follows:

- (i.) South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP)
- (ii.) Army Corps of Engineers (USACE) Section 404 Permit
- (iii.) SFWMD Right of Way Occupancy Permit/Waiver, for the bridge crossing the Miami C-6 Canal
- (iv.) DERM Class IV Freshwater Wetlands Permit
- (v.) DRER Class VI
- (vi.) SFWMD Water Use Permit
- (vii.) Miami-Dade County Tree Removal Permit

It is understood and agreed that during construction, notwithstanding the Local Governments' status as co-applicant(s), the Department shall undertake all pertinent requirements and obligations under the referenced permits, and comply with all permit requirements before the delivery of a "Notice of Final Acceptance" (as that term is described in section 10 of this Agreement) of the Project to each Local Government, and the Local Government shall cooperate with the Department in this regard.

(d) After the Department obtains appropriate permits from SFWMD and DERM, and upon delivery of a Notice of Final Acceptance of the Project by the Department to each Local Government, each Local Government will assume all maintenance responsibilities for the stormwater systems that are or will be under their respective jurisdictional control. Upon delivery of a Notice of Final Acceptance of the Project by the Department to the County, the County will accept transfer of the Right of Way Occupancy Permit issued by SFWMD for the bridge crossing the Miami (C-6) Canal, and any ongoing regulatory obligations associated therewith.

(e) Upon delivery of a Notice of Final Acceptance of the Project by the Department, the Town shall transfer and County will accept the transfer from the Town, the unencumbered right of way on NW 87th Avenue, along the east side from NW 74th Street to NW South River Drive, and along the west side, from NW 90th Street to NW South River Drive, that the Town now owns or will acquire for purposes of this Project, with the exception of the Highway-Rail grade crossing at NW 87th Avenue, between railroad mileposts ML 2+4846' and ML 2+1950'.

(f) Upon delivery of a Notice of Final Acceptance of the Project by the Department to the County, the County will accept the transfer and shall assume maintenance responsibility of NW 87th Avenue, from the south Right of Way Line of Okeechobee Road to the north Right of Way Line of

NW 74 Street, including the bridge crossing the Miami C-6 Canal along with the embankment and the bulkhead walls, in accordance with Section 335.0415, F.S. It is understood and agreed that the railroad crossing referenced in subparagraph (f) above is specifically excluded from these maintenance obligations.

(g) Upon delivery of a Notice of Final Acceptance of the Project by the Department to the Town, the Town shall accept and assume the maintenance of the permanent easements acquired by the Town, generally referenced as the grass areas between the existing warehouse buildings and the back of sidewalk at the Medley Industrial Inc., property located at the west side of NW 87 Ave from about 180 feet south of NW 99 Street to NW 101 Street.

(h) Upon delivery of the Notice of Final Acceptance of the Project by the Department to the Town, the Town shall accept and assume the maintenance responsibilities of all intersecting streets improved by the project within the Town limits and under the jurisdiction of the Town. The maintenance responsibility of the Town over such intersecting streets shall begin (at either side of the road) at the line beyond 40 Feet from the center of the NW 87 Avenue section line.

(i) The Town and the Department shall enter into a separate agreement for purposes of addressing non-participating federal funding on the Project, if any.

4. The Parties acknowledge and agree that the Parties will review the Project Design Plans ("PDP") and shall submit comments, if any, via Electronic Reviewer Comments ("ERC"), with respect to the PDP within the limits of each Party's jurisdiction. The Department shall provide the Local Governments access to the ERC, and the Department shall use the ERC to submit the Project Design Plans for the Local Governments to review. When the Department places the Project Design Plans in the ERC, the Department will designate a Comment Due Date of no sooner than three (3) weeks from the date of said placement, and a Response Due Date of not more than two (2) weeks from the end of the Comment Due Date. The Local Governments shall submit their comments with regards to the Project Design Plans on or before the Comment Due Date, and the Department shall respond to the Local Governments' comments, if any, on or before the Response Due Date. Any Local Government who has not submitted its comments by the Comment Due Date will be deemed to have approved the Project Design Plans submitted by the Department for its particular limits of jurisdiction. The review process for the Project Design Plans will be deemed concluded when the Department has submitted the Final Project Design Plans to the ERC, and the Comment Due Date and Response Due Date for the Final Project Design Plans have passed, and the Department has addressed all of the Local

Governments' comments that were submitted through the ERC. Once the review process is concluded, each Local Government shall provide a written notice to the Department, within fifteen (15) days from said date, authorizing the Department to construct the Project in accordance with the Final Project Design Plans submitted through the ERC. The Parties acknowledge and agree that this Agreement addresses the public right of way requirements for the construction of the Project within each Local Government jurisdiction, and this Agreement is executed by the Parties in lieu the issuance of a Local Government right of way occupancy or use permit to the Department's contractor, for the construction of the Project; it is therefore understood that such right of way occupancy or use permit fees are not applicable. The Local Governments acknowledge and agree that, during construction of the Local Roadway Improvements, the Department will only utilize the services of law enforcement officers when required by the Department's Standard Specifications for Road and Bridge Construction, and no additional requirements will be imposed. The Department shall be responsible for the security of the area of construction and for providing such law enforcement officers as it deems required or necessary.

5. Major Modifications of the approved plans must be submitted to the Local Governments for review. A Major Modification is any modification that materially alters the kind or nature of the work depicted in the approved plans, or that alters the integrity or maintainability of the Local Roadway Improvements, or related components. The Local Governments' review shall be within the reasonable time schedule proposed by the Department, in order to avoid delay to the Department's construction contract. In the event that any Major Modifications are required during construction, the Department shall provide verbal or written notification, in accordance with the information provided in Paragraph 22 herein, to the Local Governments prior to commencing the construction work. The Department shall take into consideration any comments timely submitted by the Local Governments, with the understanding that any such comments and/or required changes during construction shall not delay nor affect the timely construction schedule of the Project. The Department shall be entitled to proceed with any modifications that are necessary to complete the construction of the Project and/or that are unavoidable. The Department shall use its best efforts to avoid any Major Modifications during construction. The Notice requirements of Paragraph 22 shall not be applicable to this provision.

It is understood that the right of way requirements for the construction of the Project within each Local Government jurisdiction shall be completed prior to the commencement of construction of the Project and each Local Government's requirements as to right of way for construction of the Project, shall therefore be deemed to have been satisfied.

6. Each Local Government agrees to fully cooperate with the Department (and the Department shall fully cooperate with each Local Government) in the construction, reconstruction and relocation of utilities that are located within a particular Local Government's right-of-way, within the Project Limits. Utility relocations, if any, which may be required by the Department for purposes of the Project, shall be done in accordance with the Department's guidelines, standards and procedures. However, as previously explained, nothing herein shall be construed to modify the Utility Design JPA, nor substitute for the utilization of a Joint Project Agreement (or other agreement) addressing the installation of the project described in the Utility Design JPA (and related utility work). The affected Local Government shall submit proposed utility relocation schedule to the Department for approval, if any. Utility relocations, if any, shall be done in accordance with the provisions of applicable law, including Chapter 337, Fla. Stat. with the understanding that unless otherwise addressed by separate agreement, each Local Government shall be responsible for all costs related to the relocation of a utility owned by each respective Local Government.

7. The Local Governments acknowledge that the Department will be utilizing federal funds to construct the Project, and as a result thereof, the City agrees to perpetually maintain the Local Roadway Improvements located within the limits of the City's jurisdiction. Additionally, in accordance with the MOA, the Town shall convey the rights of way and transfer jurisdiction to the County to those segments of the Project located with the Town. Upon delivery of a Notice of Final Acceptance of the Project to the Local Governments, each Local Government shall transfer the right of way to the pertinent Local Government and each shall accept jurisdiction over the affected area in accordance with this Agreement, and agrees to maintain the Local Roadway, as follows:

(a) the County agrees to maintain the Local Roadway Improvements within the segments transferred from the Town, and within the segments that are currently under the County's jurisdiction. To maintain means to perform normal maintenance operations for the preservation of the Local Roadway Improvements, which shall include but is not limited to, roadway surfaces, shoulders, roadside structures, drainage, signing and pavement markers, and such traffic control devices as are necessary for the safe and efficient use of the Local Roadway Improvements with the exception of the railroad crossing previously identified in this Agreement, for which the County shall have no responsibilities, and which shall remain the responsibility of the Town;

(b) The Town shall be responsible in perpetuity for all liability, security, maintenance and

costs related to the railroad crossing heretofore mentioned, in accordance with the provisions of the MOA, and with the requirements set forth in the 2004 Stipulation of Parties for the Opening of Highway-Rail Grade Crossing at NW 87th Avenue Medley, Florida executed by the Department, the Town and Florida East Coast Railway, L.L.C., and the standard-grade crossing License Agreement between the Florida East Coast Railway and the Town.

Additionally, the Parties understand and agree that following the issuance of the Notice of Final Acceptance, the Department shall transfer the ongoing operational, maintenance and regulatory requirements, if any, of the permit(s) identified in section 3(c) of this Agreement to the respective Local Government assuming the operational and maintenance responsibility of the geographical area covered by such respective permits, and the pertinent Local Government agrees to accept said transfer and to be fully responsible to comply with all ongoing regulatory, operational and maintenance conditions of the permit(s), at its sole cost and expense, it being understood that the Department shall remain responsible for all such requirements, conditions, or obligations prior to the issuance of the Notice of Final Acceptance, in accordance with the Project Plans.

Notwithstanding the requirements hereof, maintenance during construction shall be the responsibility of the Department and its Contractor, as set forth in paragraph 9 of this Agreement.

8. The Parties acknowledge and agree that the Department will not have any ownership interest in the right-of-way, improvements, or structures located or installed within the limits of and pursuant to the Project, pursuant to this Agreement. Except as otherwise provided for in this Agreement and/or the MOA, each Local Government's respective right-of-way, and the improvements and structures located within each such right-of-way, including any such improvements and structures constructed pursuant to the approved construction plans are and will remain under the ownership of the pertinent Local Government.

9. The Department shall require its construction Contractor to maintain, at all times during the construction, Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total or

aggregate limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period; or such other minimum insurance coverage that may be required by the Department for the construction of the Project, in accordance with the Department's standards and specifications. The Department shall further cause its Contractor to name the Local Governments and the Department as additional insured Parties on the afore-stated policies, and to provide evidence of Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefit of the Florida Workers' Compensation law for all employees.

10. The Department shall notify each Local Government at least 48 hours before beginning construction within the Local Government's right-of-way. Such notification may be provided verbally or in writing (including via email), and the notice requirements set forth in paragraph 21 shall not apply to this paragraph.

The Department agrees that the Local Governments may at reasonable times during the construction of the Local Roadway Improvements located within the respective jurisdictions, inspect the Contractor's construction site and perform such tests as are reasonably necessary to determine whether the goods or services required to be provided by the Contractor, pursuant the Contractor's Construction Agreement with the Department, conform to the terms of said Construction Agreement. Upon request by the pertinent Local Government, the Department shall coordinate with its Contractor to provide access to the requesting Local Government for performance of said inspections.

During the construction work related to the Project, each Local Government shall fully cooperate with any such work being performed by the Department and the Department's contractors, within its respective jurisdiction. The Local Governments shall not commit nor permit any act which may delay or interfere with the performance of any such work by the Department or the Department's contractors, unless the Department agrees in writing that the any such Local Government may commit or permit said act, unless such act is due to a declared County emergency, or unless such act(s) are of a regulatory nature within the normal course of business for an agency or department of the County.

11. Commencing as of the first date of construction, maintenance during construction, including maintenance of structures and improvements created during construction, shall be the responsibility of the Department and its Contractor. After completion of construction, and delivery of a Notice Final Acceptance of the Project from the Department to each Local Government each Local Government shall assume all maintenance responsibilities for those portions of right of way for which each owns or shall own, and possesses or shall possess jurisdiction, respectively. Upon completion of construction,

the Department will invite each Local Government on the Final Inspection of the work within the respective Project Limits, and will incorporate valid Local Government concerns that are within the scope of the contract into the final Project "punch list" to be corrected by the Contractor. The Final Inspection shall be performed and the Notice of Final Acceptance shall be issued in accordance with the Department's Standard Specifications for Road and Bridge Construction and the Construction Project Administration Manual (CPAM). Final Acceptance is defined as when, upon completion of final construction inspection of the entire project, the Department Engineer determines that the Contractor has satisfactorily completed the work, and provides to the Contractor written notice of final acceptance. The presence of any Local Government at the Final Inspection, however, is not mandatory, and the Department shall conduct the Final Inspection and issue a Notice of Final Acceptance to its Contractor, whether or not the respective Local Government attends the Final Inspection, and the Department shall have the responsibility to assure completion of any punch list by the Contractor in accordance with the Department's construction contract and/or its specifications and/or CPAM.

The Department shall provide a copy of said Notice of Final Acceptance to the respective Local Government. As of the date of the Notice of Final Acceptance, the Local Government with the ownership interest and jurisdiction of the right of way shall be immediately responsible for the maintenance of the Project.

Notwithstanding the issuance of the Notice of Final Acceptance, any Local Government may notify the Department Project Manager of deficiencies in the Local Roadway Improvements within its jurisdiction that may be covered by the warranty provisions in the contract between the Department and its Contractor. The Department shall enforce the warranty and/or take other action that the Department may deem necessary if the remedial action is required by, or available under, the warranty provisions or other protections, as reasonably determined by the Department in good faith consultation with the Local Government, with the understanding that the Department shall have the final decision-making authority.

Upon completion of all work related to construction of the Project, including but not limited to the new Town 16 inch water main and associated components, the Department will be required to submit to the appropriate Local Government final as-built plans for the Local Roadway Improvements within its jurisdiction and an engineering certification that construction was completed in accordance with the plans. Additionally, the Department shall vacate those portions of the Local Governments'

right-of-way used to construct the Local Roadway Improvements, and shall remove the Department's property, machinery, and equipment from said portions of the Local Governments' right-of-way. Furthermore, the Department shall restore those portions of the Local Governments' right-of-way disturbed by Project construction activities to the same or better condition than that which existed immediately prior to commencement of the construction of the Project.

12. This Agreement shall become effective as of the date the last party hereto has executed the Agreement and shall continue in full force and effect until the Project is completed, as evidenced by the Department's issuance of the Notice of Final Acceptance.

Prior to commencement of construction, but no later than 10 years after the Agreement becomes effective, the Department may, in its sole discretion, terminate this Agreement if it determines that it is in the best interest of the public to do so. If the Department elects to terminate this Agreement, the Department shall deliver formal notice of termination to the each Local Government, as set forth in paragraph 21 of this Agreement.

This Agreement may be executed in counterparts, which when taken together, will constitute one agreement.

13. In the event that any election, referendum, approval, ratification, or permit, notice or other proceeding, or authorization is required to carry out the Project, the Local Governments agree to expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters, with time being of the essence.

14. The Parties acknowledge and agree that the Project shall be constructed by the Department using federal funds and that all costs incurred must be in conformity with applicable federal and state laws, regulations, and policies and procedures.

15. The Department's performance and obligations under this Agreement are contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. Project costs utilizing fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received.

16. In the event that this agreement is in excess of \$25,000, and the agreement has a term for a period of more than one year, the provisions of Section §339.135(6)(a), Florida Statutes, are hereby incorporated into this agreement and are as follows:

"The department, during any fiscal year, 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 during any such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term a for a period of more than 1 year.”

17. The Department is a state agency, and the County is a political subdivision of the State of Florida. Each is self-insured and subject to the provisions of Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department’s or the County’s sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

18. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the affected Parties, with the same formality as this agreement, unless the execution of all Parties is otherwise required.

19. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Miami-Dade County.

20. No term or provision of this Agreement shall be interpreted for or against any party because that party’s legal counsel drafted the provision.

21. In accordance with Executive Order No. 11-02 the Department’s Vendor/Contractor(s) shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

- i. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
- ii. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.

22. All notices required pursuant to the terms hereof, shall be in writing and shall be sent by first class United States Mail, facsimile transmission, hand delivery or express mail. Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. Unless otherwise notified in writing, notices shall be sent to the following:

To the Town:

7777 N. W. 72nd Avenue
Medley, Florida 33166
Attention: Mayor Roberto Martell
with copy to:
Jorge E. Corzo, P.E, Town Engineer
305 887-9541 ext. 143
jcorzo@townofmedley.com
and
Peter Waldman, Esq.
PWaldman@wsh-law.com

To the City:

Joe Lopez
Tri-County Engineering
7729 NW 146th Street
Miami Lakes, FL 33016
with a copy to:
Charles Citrin, Esq.
300 71st Street, Suite 300
Miami Beach, FL 33141

To the County:

Miami-Dade County
111 NW 1st Street Ste. 2910
Miami, Florida 33128
Attention: County Mayor

with a copy to:

Miami-Dade County
111 NW 1st Street Ste. 1500
Miami, Florida 33128
Attention: Anotonio Cotarelo, P.E., County Engineer
Public Works and Waste Management Department

and a copy to:
Miami-Dade County Attorney's Office
Attn: Public Works and Waste Management Dept. Counsel
111 NW 1st Street Ste. 2800
Miami, Florida 33128

To the Department:

Director of Transportation Operations
State of Florida, Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172

23. Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates exhibited, by the signatures below.

MIAMI-DADE COUNTY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Debora M. Rivera, P.E.
Title: Director of Transportation Operations
Date: _____

Attest: _____
By: _____
Title: Clerk

Approved as to form and legality:

Department Legal Review:

By: _____
Name: _____
County Attorney

By: _____
Name: _____
D6 Chief Counsel

TOWN OF MEDLEY

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
By: _____
Title: Clerk

Approved as to form and legality:

By: _____
Name: _____
Title: _____

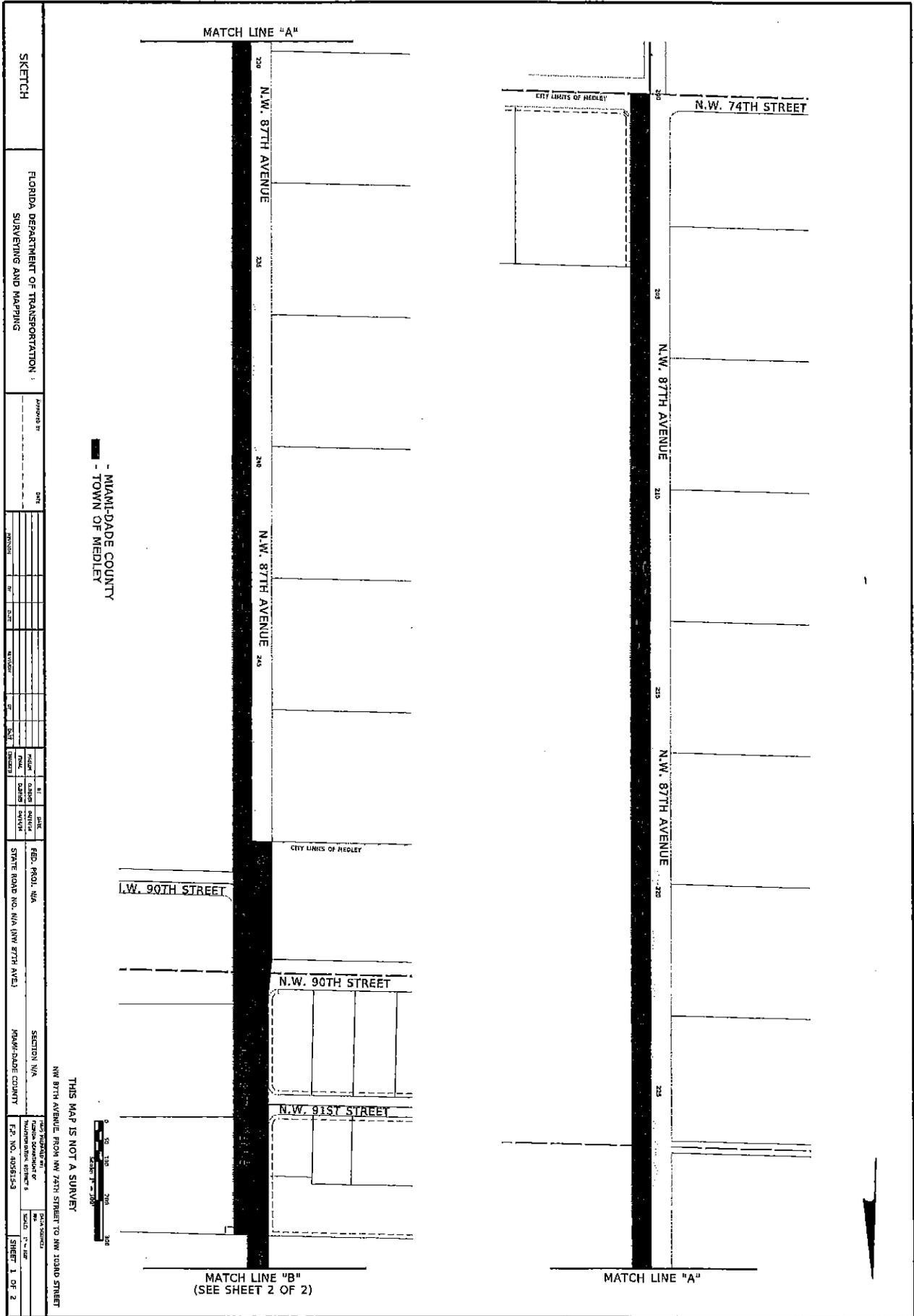
CITY OF HIALEAH GARDENS

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
By: _____
Title: _____

Approved as to form and legality:

By: _____
Name: _____
Title: _____



SKETCH

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY: _____ DATE: _____

NO.	DATE	REVISION

NO.	DATE	REVISION

SECTION 15A
MAY 1991, N/A
STATE ROAD NO. N/A (NW 87TH AVE)

SECTION 15A
MAY 1991, N/A
MAY 1991, N/A

THIS MAP IS NOT A SURVEY
NW 87TH AVENUE FROM NW 74TH STREET TO NW 104TH STREET

DATE: 11/11/91
SHEET 1 OF 2

MIAMI-DADE COUNTY
TOWN OF MEDLEY



RESOLUTION C-1294

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MEDLEY, FLORIDA, APPROVING AN OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT BY AND BETWEEN THE TOWN OF MEDLEY, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, THE CITY OF HIALEAH GARDENS AND MIAMI-DADE COUNTY FOR MAINTENANCE WITHIN THE RIGHT-OF-WAY OF N.W. 87 AVENUE; AUTHORIZING THE TOWN MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (the "FDOT") plans to undertake and complete a road improvement project on N.W. 87 Avenue (the "Project") between N.W. 74 Street and N.W. 103 Street (the "Project Limits"); and

WHEREAS, the Project shall include improvements on N.W. 87 Avenue, a road not on the State Highway System, which shall include, but not limited to, roadway improvements, a railroad crossing, a bridge over C-6 canal along with the embankment and bulkhead walls, installation of drainage, installation of a Miami-Dade WASD 36 inch water main, installation of a Town of Medley 16 inch water main, street lighting, traffic signals and signing and pavement markings within the Project Limits; and

WHEREAS, as set forth in the attached Off-System Construction and Maintenance Agreement (the "Agreement"), the Town of Medley (the "Town"), Miami-Dade County (the "County"), and the City of Hialeah Gardens (the "City") agree that after FDOT obtains appropriate permits from the South Florida Water Management District (the "SFWMD") and Miami-Dade County Department of Regulatory and Environmental Resources ("DERM"), and upon delivery of a Notice of Final Acceptance of the Project by FDOT to each Local

Government, each Local Government will assume all maintenance responsibilities for the stormwater systems that are or will be under their jurisdictional control; and

WHEREAS, upon delivery of Notice of Final Acceptance of the Project by FDOT, the Town shall transfer and the County will accept the transfer from the Town, the unencumbered right-of-way on N.W. 87th Avenue, along the east side from N.W. 74th Street to N.W. South River Drive, that the Town now owns or will acquire for purposes of the Project, with the exception of the Highway-Rail grade crossing at N.W. 87th Avenue, between railroad mileposts ML 2+4846' and ML 2+1950'; and

WHEREAS, the Council desires the Project, finds it to be in the best interest of the Town and wishes to enter into the Agreement, substantially in the form attached hereto as Exhibit "A", for the Town to accept maintenance responsibilities for certain elements of that part of the right-of-way for the Project located within the Town to ensure completion of the Project by FDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MEDLEY, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above-stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval of Agreement. The Agreement, in substantially the form attached hereto as Exhibit "A", together with such non-material changes as may be acceptable as to form and legality by the Town Attorney, is approved.

Section 3. Authority to Execute the Agreement; Implementation of Agreement.
The Town Mayor is hereby authorized to execute the Agreement, once approved by the Town

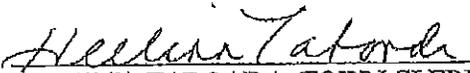
Attorney, and take any and all necessary action to implement the purposes of this Resolution and the terms of the Agreement.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

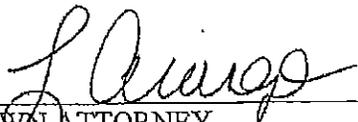
PASSED AND ADOPTED this 2nd day of February, 2015.


ROBERTO MARTELLI, MAYOR

ATTEST:


HERLINA TABOADA, TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


TOWN ATTORNEY

SUMMARY OF THE VOTE

Mayor Roberto Martell	<u>yes</u>
Vice-Mayor Jack Morrow	<u>Absent</u>
Councilperson Griselia DiGiacomo	<u>yes</u>
Councilperson Susana Guasch	<u>yes</u>
Councilperson Edgar Ayala	<u>yes</u>

OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT
BETWEEN
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("DEPARTMENT"),
TOWN OF MEDLEY ("TOWN"),
CITY OF HIALEAH GARDENS ("CITY") and
MIAMI-DADE COUNTY, ("COUNTY")

THIS AGREEMENT is made and entered into as of _____, 2014, by and through THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (the "Department"), TOWN OF MEDLEY, (the "Town"), CITY OF HIALEAH GARDENS, (the "City"), and MIAMI-DADE COUNTY, (the "County"). For purposes of this Agreement all parties shall be collectively referred to as the "Parties" or "parties", and the Town, the City and the County shall be collectively referred to as the "Local Government(s)."

RECITALS

A. Upon approval of the Department's Work Program by the State of Florida Legislature, and adoption by the Department Secretary, the Department shall complete the various projects included in the Department Work Program; and

B. Included in the Department's Approved 5-year Work Program is Project Number FM No. 405615-3 (the "Project") on NW 87 Avenue, within the limits of NW 74 Street and NW 103 Street (the "Project Limits"), in Miami-Dade County, Florida, a road not on the State Highway System¹; and

C. The Town, the City and the County are the holders of ownership rights to the road not on the State Highway System, as follows and as further depicted on Exhibit A attached hereto and made part hereof:

(i) the Town: the eastern portion NW 87 Avenue right of way, as measured from the center line, between NW 74 Street and NW 90 Street, and of the right of way of NW 87 Avenue from NW 90 street to the north right of way line of NW South River Drive, as generally depicted in Exhibit A attached hereto;

(ii) the City: the NW 87 Avenue right of way, from north of the Okeechobee Road right-of-way line to NW 103 Street, as generally depicted in Exhibit A attached hereto;

¹ Construction funds are currently programmed for FY16

(iii) the County: the western portion of the NW 87 Avenue right of way, as measured from the center line, from NW 74 Street to NW 90 Street, as generally depicted in Exhibit A attached hereto; and

D. The parties agree that it is in the best interest of each party for the Department to undertake and to complete the aspects of the Project, which collectively may include but not be limited to, the design, construction, construction inspection, utilities, permits, and other associated tasks; and

E. The parties further agree that it is in the best interest of each party to enter into this Agreement in order to allow the Department to construct and complete the Project;

F. The County, by and through Resolution No. _____, attached hereto as Exhibit B, has duly authorized the execution and delivery of this Agreement and agrees to be bound by the terms hereunder, and has further authorized the Mayor or his designee to take all necessary steps to effectuate the terms of this Agreement, including providing the authorization to accept the right of way from the Town on NW 87th Avenue, along the east side from NW 74th Street to NW South River Drive, and along the west side, from NW 90th Street to NW South River Drive, the bridge crossing the Miami C-6 Canal along with the embankment and the bulkhead walls, and all other property acquired by the Town for purposes of this Project, with the exception of the Highway-Rail grade crossing at NW 87th Avenue, between railroad mileposts ML 2+4846' and ML 2+1950' (the "railroad crossing"), without need of further action by the Board of County Commissioners. The Town and the City have each obtained the necessary resolution and/or required approval for the execution of and compliance with this Agreement, copies of which are attached hereto as Exhibits C and D.

G. The County and the Department are parties to a "Utility Design by FDOT Consultant Agreement," dated November 5, 2008, and reflecting Financial Project ID: 405615-3-32-03 for the project therein identified as "Installation of a 36" Water Main along NW 87th Avenue from 74th St to NW 122nd St." ("The Utility Design JPA"). It is expressly understood that nothing in the instant Agreement is intended to, or shall be construed to, amend or modify the Utility Design JPA. It is further contemplated that the County and the Department have entered, or may enter, into an additional Joint Project Agreement addressing the installation of the project described in the Utility Design JPA.

TERMS

NOW THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals in this Agreement are true and correct, and incorporated into and made a part hereof.
2. The Parties agree that the Department intends to undertake and complete project number FM405615-3; the Project shall include improvements on NW 87 Avenue, a road not on the State Highway System, which shall include, but not be limited to, roadway improvements, the railroad crossing, a bridge over C-6 canal along with the embankment and bulkhead walls, installation of drainage, installation of a Miami-Dade WASD 36 inch water main, installation of a Town of Medley 16 inch water main, street lighting, traffic signals and signing and pavement markings (collectively the "Local Roadway Improvements"), within the Project Limits. The Project shall further include all activities associated with, or arising out of the construction of the Local Roadway Improvements. The Local Governments shall cooperate and support the Department's work efforts in these regards, as specified herein. The Department will design and construct the Project in accordance with all applicable federal and state laws and regulations and in accordance with Department design and construction standards as set forth in the Department's guidelines, standards, and procedures. The Department shall have final decision authority with respect to the design, the design review process, and construction of the Local Roadway Improvements, and the relocation of any utilities that the Department may determine to be required. The Department shall comply with all construction contract obligations and shall continue to manage through Project Final Acceptance those warranties that are required by the Department's specifications and/or CPAM, and/or the construction contract.
3. In addition to the covenants and terms of this Agreement, as part of the Project, each Local Government agrees to undertake and complete the following:
 - (a) The City shall provide any additional right of way which may be required for the construction of the Project, in accordance with the Project Design Plans and Construction Plans;
 - (b) The County and the Town shall comply with the terms provisions of the Memorandum of Agreement dated June 3, 2013, between the Department, the County and the Town (the "MOA");

(c) Each Local Government shall be a co-applicant and shall review and sign permit applications as co-applicant as may be required by any permitting authorities, whether local, state or federal, for the construction of the Project. The permits that were identified during the design phase that are required for the Project are as follows:

- (i.) South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP)
- (ii.) Army Corps of Engineers (USACE) Section 404 Permit
- (iii.) SFWMD Right of Way Occupancy Permit/Waiver, for the bridge crossing the Miami C-6 Canal
- (iv.) DERM Class IV Freshwater Wetlands Permit
- (v.) DRER Class VI
- (vi.) SFWMD Water Use Permit
- (vii.) Miami-Dade County Tree Removal Permit

It is understood and agreed that during construction, notwithstanding the Local Governments' status as co-applicant(s), the Department shall undertake all pertinent requirements and obligations under the referenced permits, and comply with all permit requirements before the delivery of a "Notice of Final Acceptance" (as that term is described in section 10 of this Agreement) of the Project to each Local Government, and the Local Government shall cooperate with the Department in this regard.

(d) After the Department obtains appropriate permits from SFWMD and DERM, and upon delivery of a Notice of Final Acceptance of the Project by the Department to each Local Government, each Local Government will assume all maintenance responsibilities for the stormwater systems that are or will be under their respective jurisdictional control. Upon delivery of a Notice of Final Acceptance of the Project by the Department to the County, the County will accept transfer of the Right of Way Occupancy Permit issued by SFWMD for the bridge crossing the Miami (C-6) Canal, and any ongoing regulatory obligations associated therewith.

(e) Upon delivery of a Notice of Final Acceptance of the Project by the Department, the Town shall transfer and County will accept the transfer from the Town, the unencumbered right of way on NW 87th Avenue, along the east side from NW 74th Street to NW South River Drive, and along the west side, from NW 90th Street to NW South River Drive, that the Town now owns or will acquire for purposes of this Project, with the exception of the Highway-Rail grade crossing at NW 87th Avenue, between railroad mileposts ML 2+4846' and ML 2+1950'.

(f) Upon delivery of a Notice of Final Acceptance of the Project by the Department to the County, the County will accept the transfer and shall assume maintenance responsibility of NW 87th Avenue, from the south Right of Way Line of Okeechobee Road to the north Right of Way Line of

NW 74 Street, including the bridge crossing the Miami C-6 Canal along with the embankment and the bulkhead walls, in accordance with Section 335.0415, F.S. It is understood and agreed that the railroad crossing referenced in subparagraph (f) above is specifically excluded from these maintenance obligations.

(g) Upon delivery of a Notice of Final Acceptance of the Project by the Department to the Town, the Town shall accept and assume the maintenance of the permanent easements acquired by the Town, generally referenced as the grass areas between the existing warehouse buildings and the back of sidewalk at the Medley Industrial Inc., property located at the west side of NW 87 Ave from about 180 feet south of NW 99 Street to NW 101 Street.

(h) Upon delivery of the Notice of Final Acceptance of the Project by the Department to the Town, the Town shall accept and assume the maintenance responsibilities of all intersecting streets improved by the project within the Town limits and under the jurisdiction of the Town. The maintenance responsibility of the Town over such intersecting streets shall begin (at either side of the road) at the line beyond 40 Feet from the center of the NW 87 Avenue section line.

(i) The Town and the Department shall enter into a separate agreement for purposes of addressing non-participating federal funding on the Project, if any.

4. The Parties acknowledge and agree that the Parties will review the Project Design Plans ("PDP") and shall submit comments, if any, via Electronic Reviewer Comments ("ERC"), with respect to the PDP within the limits of each Party's jurisdiction. The Department shall provide the Local Governments access to the ERC, and the Department shall use the ERC to submit the Project Design Plans for the Local Governments to review. When the Department places the Project Design Plans in the ERC, the Department will designate a Comment Due Date of no sooner than three (3) weeks from the date of said placement, and a Response Due Date of not more than two (2) weeks from the end of the Comment Due Date. The Local Governments shall submit their comments with regards to the Project Design Plans on or before the Comment Due Date, and the Department shall respond to the Local Governments' comments, if any, on or before the Response Due Date. Any Local Government who has not submitted its comments by the Comment Due Date will be deemed to have approved the Project Design Plans submitted by the Department for its particular limits of jurisdiction. The review process for the Project Design Plans will be deemed concluded when the Department has submitted the Final Project Design Plans to the ERC, and the Comment Due Date and Response Due Date for the Final Project Design Plans have passed, and the Department has addressed all of the Local

Governments' comments that were submitted through the ERC. Once the review process is concluded, each Local Government shall provide a written notice to the Department, within fifteen (15) days from said date, authorizing the Department to construct the Project in accordance with the Final Project Design Plans submitted through the ERC. The Parties acknowledge and agree that this Agreement addresses the public right of way requirements for the construction of the Project within each Local Government jurisdiction, and this Agreement is executed by the Parties in lieu the issuance of a Local Government right of way occupancy or use permit to the Department's contractor, for the construction of the Project; it is therefore understood that such right of way occupancy or use permit fees are not applicable. The Local Governments acknowledge and agree that, during construction of the Local Roadway Improvements, the Department will only utilize the services of law enforcement officers when required by the Department's Standard Specifications for Road and Bridge Construction, and no additional requirements will be imposed. The Department shall be responsible for the security of the area of construction and for providing such law enforcement officers as it deems required or necessary.

5. Major Modifications of the approved plans must be submitted to the Local Governments for review. A Major Modification is any modification that materially alters the kind or nature of the work depicted in the approved plans, or that alters the integrity or maintainability of the Local Roadway Improvements, or related components. The Local Governments' review shall be within the reasonable time schedule proposed by the Department, in order to avoid delay to the Department's construction contract. In the event that any Major Modifications are required during construction, the Department shall provide verbal or written notification, in accordance with the information provided in Paragraph 22 herein, to the Local Governments prior to commencing the construction work. The Department shall take into consideration any comments timely submitted by the Local Governments, with the understanding that any such comments and/or required changes during construction shall not delay nor affect the timely construction schedule of the Project. The Department shall be entitled to proceed with any modifications that are necessary to complete the construction of the Project and/or that are unavoidable. The Department shall use its best efforts to avoid any Major Modifications during construction. The Notice requirements of Paragraph 22 shall not be applicable to this provision.

It is understood that the right of way requirements for the construction of the Project within each Local Government jurisdiction shall be completed prior to the commencement of construction of the Project and each Local Government's requirements as to right of way for construction of the Project, shall therefore be deemed to have been satisfied.

6. Each Local Government agrees to fully cooperate with the Department (and the Department shall fully cooperate with each Local Government) in the construction, reconstruction and relocation of utilities that are located within a particular Local Government's right-of-way, within the Project Limits. Utility relocations, if any, which may be required by the Department for purposes of the Project, shall be done in accordance with the Department's guidelines, standards and procedures. However, as previously explained, nothing herein shall be construed to modify the Utility Design JPA, nor substitute for the utilization of a Joint Project Agreement (or other agreement) addressing the installation of the project described in the Utility Design JPA (and related utility work). The affected Local Government shall submit proposed utility relocation schedule to the Department for approval, if any. Utility relocations, if any, shall be done in accordance with the provisions of applicable law, including Chapter 337, Fla. Stat. with the understanding that unless otherwise addressed by separate agreement, each Local Government shall be responsible for all costs related to the relocation of a utility owned by each respective Local Government.

7. The Local Governments acknowledge that the Department will be utilizing federal funds to construct the Project, and as a result thereof, the City agrees to perpetually maintain the Local Roadway Improvements located within the limits of the City's jurisdiction. Additionally, in accordance with the MOA, the Town shall convey the rights of way and transfer jurisdiction to the County to those segments of the Project located with the Town. Upon delivery of a Notice of Final Acceptance of the Project to the Local Governments, each Local Government shall transfer the right of way to the pertinent Local Government and each shall accept jurisdiction over the affected area in accordance with this Agreement, and agrees to maintain the Local Roadway, as follows:

(a) the County agrees to maintain the Local Roadway Improvements within the segments transferred from the Town, and within the segments that are currently under the County's jurisdiction. To maintain means to perform normal maintenance operations for the preservation of the Local Roadway Improvements, which shall include but is not limited to, roadway surfaces, shoulders, roadside structures, drainage, signing and pavement markers, and such traffic control devices as are necessary for the safe and efficient use of the Local Roadway Improvements with the exception of the railroad crossing previously identified in this Agreement, for which the County shall have no responsibilities, and which shall remain the responsibility of the Town;

(b) The Town shall be responsible in perpetuity for all liability, security, maintenance and

costs related to the railroad crossing heretofore mentioned, in accordance with the provisions of the MOA, and with the requirements set forth in the 2004 Stipulation of Parties for the Opening of Highway-Rail Grade Crossing at NW 87th Avenue Medley, Florida executed by the Department, the Town and Florida East Coast Railway, L.L.C., and the standard-grade crossing License Agreement between the Florida East Coast Railway and the Town.

Additionally, the Parties understand and agree that following the issuance of the Notice of Final Acceptance, the Department shall transfer the ongoing operational, maintenance and regulatory requirements, if any, of the permit(s) identified in section 3(c) of this Agreement to the respective Local Government assuming the operational and maintenance responsibility of the geographical area covered by such respective permits, and the pertinent Local Government agrees to accept said transfer and to be fully responsible to comply with all ongoing regulatory, operational and maintenance conditions of the permit(s), at its sole cost and expense, it being understood that the Department shall remain responsible for all such requirements, conditions, or obligations prior to the issuance of the Notice of Final Acceptance, in accordance with the Project Plans.

Notwithstanding the requirements hereof, maintenance during construction shall be the responsibility of the Department and its Contractor, as set forth in paragraph 9 of this Agreement.

8. The Parties acknowledge and agree that the Department will not have any ownership interest in the right-of-way, improvements, or structures located or installed within the limits of and pursuant to the Project, pursuant to this Agreement. Except as otherwise provided for in this Agreement and/or the MOA, each Local Government's respective right-of-way, and the improvements and structures located within each such right-of-way, including any such improvements and structures constructed pursuant to the approved construction plans are and will remain under the ownership of the pertinent Local Government.

9. The Department shall require its construction Contractor to maintain, at all times during the construction, Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total or

aggregate limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period; or such other minimum insurance coverage that may be required by the Department for the construction of the Project, in accordance with the Department's standards and specifications. The Department shall further cause its Contractor to name the Local Governments and the Department as additional insured Parties on the afore-stated policies, and to provide evidence of Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefit of the Florida Workers' Compensation law for all employees.

10. The Department shall notify each Local Government at least 48 hours before beginning construction within the Local Government's right-of-way. Such notification may be provided verbally or in writing (including via email), and the notice requirements set forth in paragraph 21 shall not apply to this paragraph.

The Department agrees that the Local Governments may at reasonable times during the construction of the Local Roadway Improvements located within the respective jurisdictions, inspect the Contractor's construction site and perform such tests as are reasonably necessary to determine whether the goods or services required to be provided by the Contractor, pursuant the Contractor's Construction Agreement with the Department, conform to the terms of said Construction Agreement. Upon request by the pertinent Local Government, the Department shall coordinate with its Contractor to provide access to the requesting Local Government for performance of said inspections.

During the construction work related to the Project, each Local Government shall fully cooperate with any such work being performed by the Department and the Department's contractors, within its respective jurisdiction. The Local Governments shall not commit nor permit any act which may delay or interfere with the performance of any such work by the Department or the Department's contractors, unless the Department agrees in writing that the any such Local Government may commit or permit said act, unless such act is due to a declared County emergency, or unless such act(s) are of a regulatory nature within the normal course of business for an agency or department of the County.

11. Commencing as of the first date of construction, maintenance during construction, including maintenance of structures and improvements created during construction, shall be the responsibility of the Department and its Contractor. After completion of construction, and delivery of a Notice Final Acceptance of the Project from the Department to each Local Government each Local Government shall assume all maintenance responsibilities for those portions of right of way for which each owns or shall own, and possesses or shall possess jurisdiction, respectively. Upon completion of construction,

the Department will invite each Local Government on the Final Inspection of the work within the respective Project Limits, and will incorporate valid Local Government concerns that are within the scope of the contract into the final Project "punch list" to be corrected by the Contractor. The Final Inspection shall be performed and the Notice of Final Acceptance shall be issued in accordance with the Department's Standard Specifications for Road and Bridge Construction and the Construction Project Administration Manual (CPAM). Final Acceptance is defined as when, upon completion of final construction inspection of the entire project, the Department Engineer determines that the Contractor has satisfactorily completed the work, and provides to the Contractor written notice of final acceptance. The presence of any Local Government at the Final Inspection, however, is not mandatory, and the Department shall conduct the Final Inspection and issue a Notice of Final Acceptance to its Contractor, whether or not the respective Local Government attends the Final Inspection, and the Department shall have the responsibility to assure completion of any punch list by the Contractor in accordance with the Department's construction contract and/or its specifications and/or CPAM.

The Department shall provide a copy of said Notice of Final Acceptance to the respective Local Government. As of the date of the Notice of Final Acceptance, the Local Government with the ownership interest and jurisdiction of the right of way shall be immediately responsible for the maintenance of the Project.

Notwithstanding the issuance of the Notice of Final Acceptance, any Local Government may notify the Department Project Manager of deficiencies in the Local Roadway Improvements within its jurisdiction that may be covered by the warranty provisions in the contract between the Department and its Contractor. The Department shall enforce the warranty and/or take other action that the Department may deem necessary if the remedial action is required by, or available under, the warranty provisions or other protections, as reasonably determined by the Department in good faith consultation with the Local Government, with the understanding that the Department shall have the final decision-making authority.

Upon completion of all work related to construction of the Project, including but not limited to the new Town 16 inch water main and associated components, the Department will be required to submit to the appropriate Local Government final as-built plans for the Local Roadway Improvements within its jurisdiction and an engineering certification that construction was completed in accordance with the plans. Additionally, the Department shall vacate those portions of the Local Governments'

right-of-way used to construct the Local Roadway Improvements, and shall remove the Department's property, machinery, and equipment from said portions of the Local Governments' right-of-way. Furthermore, the Department shall restore those portions of the Local Governments' right-of-way disturbed by Project construction activities to the same or better condition than that which existed immediately prior to commencement of the construction of the Project.

12. This Agreement shall become effective as of the date the last party hereto has executed the Agreement and shall continue in full force and effect until the Project is completed, as evidenced by the Department's issuance of the Notice of Final Acceptance.

Prior to commencement of construction, but no later than 10 years after the Agreement becomes effective, the Department may, in its sole discretion, terminate this Agreement if it determines that it is in the best interest of the public to do so. If the Department elects to terminate this Agreement, the Department shall deliver formal notice of termination to the each Local Government, as set forth in paragraph 21 of this Agreement.

This Agreement may be executed in counterparts, which when taken together, will constitute one agreement.

13. In the event that any election, referendum, approval, ratification, or permit, notice or other proceeding, or authorization is required to carry out the Project, the Local Governments agree to expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters, with time being of the essence.

14. The Parties acknowledge and agree that the Project shall be constructed by the Department using federal funds and that all costs incurred must be in conformity with applicable federal and state laws, regulations, and policies and procedures.

15. The Department's performance and obligations under this Agreement are contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. Project costs utilizing fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received.

16. In the event that this agreement is in excess of \$25,000, and the agreement has a term for a period of more than one year, the provisions of Section §339.135(6)(a), Florida Statutes, are hereby incorporated into this agreement and are as follows:

"The department, during any fiscal year, 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 during any such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term a for a period of more than 1 year."

17. The Department is a state agency, and the County is a political subdivision of the State of Florida. Each is self-insured and subject to the provisions of Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's or the County's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

18. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the affected Parties, with the same formality as this agreement, unless the execution of all Parties is otherwise required.

19. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Miami-Dade County.

20. No term or provision of this Agreement shall be interpreted for or against any party because that party's legal counsel drafted the provision.

21. In accordance with Executive Order No. 11-02 the Department's Vendor/Contractor(s) shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

- i. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
- ii. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.

22. All notices required pursuant to the terms hereof, shall be in writing and shall be sent by first class United States Mail, facsimile transmission, hand delivery or express mail. Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. Unless otherwise notified in writing, notices shall be sent to the following:

To the Town:

7777 N. W. 72nd Avenue
Medley, Florida 33166
Attention: Mayor Roberto Martell
with copy to:
Jorge E. Corzo, P.E, Town Engineer
305 887-9541 ext. 143
jcorzo@townofmedley.com
and
Peter Waldman, Esq.
PWaldman@wsh-law.com

To the City:

Joe Lopez
Tri-County Engineering
7729 NW 146th Street
Miami Lakes, FL 33016
with a copy to:
Charles Citrin, Esq.
300 71st Street, Suite 300
Miami Beach, FL 33141

To the County:

Miami-Dade County
111 NW 1st Street Ste. 2910
Miami, Florida 33128
Attention: County Mayor

with a copy to:
Miami-Dade County
111 NW 1st Street Ste. 1500
Miami, Florida 33128
Attention: Anotonio Cotarelo, P.E., County Engineer
Public Works and Waste Management Department

and a copy to:
Miami-Dade County Attorney's Office
Attn: Public Works and Waste Management Dept. Counsel
111 NW 1st Street Ste. 2800
Miami, Florida 33128

To the Department:
Director of Transportation Operations
State of Florida, Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172

23. Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates exhibited, by the signatures below.

MIAMI-DADE COUNTY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: Debora M. Rivera, P.E.

Title: _____

Title: Director of Transportation Operations

Date: _____

Date: _____

Attest: _____

By: _____

Title: Clerk

Approved as to form and legality:

Department Legal Review:

By: _____

By: _____

Name: _____

Name: _____

County Attorney

D6 Chief Counsel

TOWN OF MEDLEY

By: [Signature]
Name: Roberto Martell
Title: MAYOR
Date: 2-2-2015

Attest: [Signature]
By: Herlina Taborda
Title: Clerk

Approved as to form and legality:

By: [Signature]
Name: LILLIAN ARANGO
Title: Attorney / Partner

CITY OF HIALEAH GARDENS

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
By: _____
Title: _____

Approved as to form and legality:

By: _____
Name: _____
Title: _____

RESOLUTION NO. 2606

A RESOLUTION OF THE CITY OF HIALEAH GARDENS, FLORIDA REPEALING AND REPLACING RESOLUTION 2570 THAT AUTHORIZED THE ENTERING INTO AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, THE TOWN OF MEDLEY AND MIAMI-DADE COUNTY REGARDING AN OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT; AUTHORIZING THE EXECUTION OF A NEW AGREEMENT BY THE MAYOR; RATIFYING THE PROVISIONS OF SUCH AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 17, 2014 at the regular Hialeah Gardens Council Meeting, the City of Hialeah Gardens, Florida ("City") approved Resolution 2570 entering into an agreement with the State of Florida Department of Transportation, the Town of Medley and Miami-Dade County, Florida for the 5-year Work Program (Project Number FM No. 405615-3); and

WHEREAS, since the passing of Resolution 2570, the agreement prepared by the State of Florida that was attached has been amended and the new agreed upon agreement is attached hereto as Exhibit "A"; and

WHEREAS, the Florida Department of Transportation has been approved by the Florida Legislature for a 5-year Work Program (Project Number FM No. 405615-3 ("Project")) on NW 87th Avenue, within the limits of NW 74th Street and NW 103rd Street, in Miami-Dade County, Florida; and

WHEREAS, the Project shall include but is not limited to, roadway improvements to NW 87th Avenue, the railroad crossing, a bridge over C-6 canal along with the embankment and bulkhead walls, installation of drainage, installation of a Miami-Dade WASD 36 inch water main, installation of a Town of Medley 16 inch water main, street lighting, traffic signals and signing and pavement markings within the Project Limits; and

WHEREAS, the new agreement has been prepared by the State of Florida and reviewed by the City Attorney which requires the signatures of the Mayor, City Clerk and City Attorney and which are in the possession of the City Clerk; and

WHEREAS, upon execution, such agreement shall remain on file with the City Clerk of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH GARDENS, FLORIDA, AS FOLLOWS:

Section 1: The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption thereof.

Section 2: Hialeah Gardens City Council Resolution 2570 is hereby repealed and replaced and that it is in the best interest of the City to enter into the agreement hereinabove referenced and same is hereby ratified and approved.

Section 3: The Mayor, the City Clerk and the City Attorney, as authorized signatories of the City shall likewise execute an agreement in substantially the same form as attached Exhibit "A" as may be appropriate and necessary under the circumstances. That upon execution, such agreement shall become a binding obligation of the City in accordance with its terms.

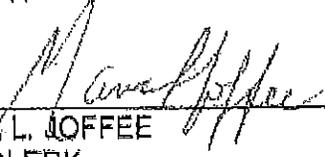
Section 4: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end, the provisions of this Resolution are declared to be severable.

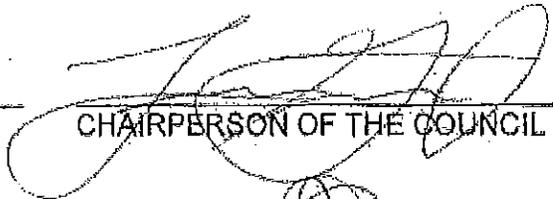
Section 6: This resolution shall become effective upon its adoption in accordance with law.

PASSED AND ADOPTED by the Mayor and City Council of Hialeah Gardens, Florida, this 3 day of February, 2015.

ATTEST:



MARIA L. JOFFEE
CITY CLERK



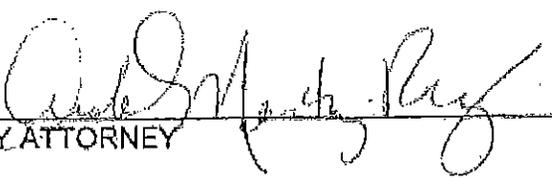
CHAIRPERSON OF THE COUNCIL



YIOSET DE LA CRUZ
Mayor of Hialeah Gardens, Florida

Vote of the Council	2/3
Luciano Garcia	<u>Yes</u>
Jorge Gutierrez	<u>Yes</u>
Jorge Merida	<u>Absent</u>
Rolando Piña	<u>Yes</u>
Elmo Urra	<u>Yes</u>

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:



CITY ATTORNEY

EXHIBIT A

**OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT
BETWEEN
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("DEPARTMENT"),
TOWN OF MEDLEY ("TOWN"),
CITY OF HIALEAH GARDENS ("CITY") and
MIAMI-DADE COUNTY, ("COUNTY")**

THIS AGREEMENT is made and entered into as of _____, 2015, by and through THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (the "Department"), TOWN OF MEDLEY, (the "Town"), CITY OF HIALEAH GARDENS, (the "City"), and MIAMI-DADE COUNTY, (the "County"). For purposes of this Agreement all parties shall be collectively referred to as the "Parties" or "parties", and the Town, the City and the County shall be collectively referred to as the "Local Government(s)."

RECITALS

A. Upon approval of the Department's Work Program by the State of Florida Legislature, and adoption by the Department Secretary, the Department shall complete the various projects included in the Department Work Program; and

B. Included in the Department's Approved 5-year Work Program is Project Number FM No. 405615-3 (the "Project") on NW 87 Avenue, within the limits of NW 74 Street and NW 103 Street (the "Project Limits"), in Miami-Dade County, Florida, a road not on the State Highway System¹; and

C. The Town, the City and the County are the holders of ownership rights to the road not on the State Highway System, as follows and as further depicted on Exhibit A attached hereto and made part hereof:

(i) the Town: the eastern portion NW 87 Avenue right of way, as measured from the center line, between NW 74 Street and NW 90 Street, and of the right of way of NW 87 Avenue from NW 90 street to the north right of way line of NW South River Drive, as generally depicted in Exhibit A attached hereto;

(ii) the City: the NW 87 Avenue right of way, from north of the Okeechobee Road right-of-way line to NW 103 Street, as generally depicted in Exhibit A attached hereto;

¹ Construction funds are currently programmed for FY16

(iii) the County: the western portion of the NW 87 Avenue right of way, as measured from the center line, from NW 74 Street to NW 90 Street, as generally depicted in Exhibit A attached hereto; and

D. The parties agree that it is in the best interest of each party for the Department to undertake and to complete the aspects of the Project, which collectively may include but not be limited to, the design, construction, construction inspection, utilities, permits, and other associated tasks; and

E. The parties further agree that it is in the best interest of each party to enter into this Agreement in order to allow the Department to construct and complete the Project;

F. The County, by and through Resolution No. _____, attached hereto as Exhibit B, has duly authorized the execution and delivery of this Agreement and agrees to be bound by the terms hereunder, and has further authorized the Mayor or his designee to take all necessary steps to effectuate the terms of this Agreement, including providing the authorization to accept the right of way from the Town on NW 87th Avenue, along the east side from NW 74th Street to NW South River Drive, and along the west side, from NW 90th Street to NW South River Drive, the bridge crossing the Miami C-6 Canal along with the embankment and the bulkhead walls, and all other property acquired by the Town for purposes of this Project, with the exception of the Highway-Rail grade crossing at NW 87th Avenue, between railroad mileposts ML 2+4846' and ML 2+1950' (the "railroad crossing"), without need of further action by the Board of County Commissioners. The Town and the City have each obtained the necessary resolution and/or required approval for the execution of and compliance with this Agreement, copies of which are attached hereto as Exhibits C and D.

G. The County and the Department are parties to a "Utility Design by FDOT Consultant Agreement," dated November 5, 2008, and reflecting Financial Project ID: 405615-3-32-03 for the project therein identified as "Installation of a 36" Water Main along NW 87th Avenue from 74th St. to NW 122nd St." ("The Utility Design JPA"). It is expressly understood that nothing in the instant Agreement is intended to, or shall be construed to, amend or modify the Utility Design JPA. It is further contemplated that the County and the Department have entered, or may enter, into an additional Joint Project Agreement addressing the installation of the project described in the Utility Design JPA.

TERMS

NOW THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals in this Agreement are true and correct, and incorporated into and made a part hereof.

2. The Parties agree that the Department intends to undertake and complete project number FM405615-3; the Project shall include improvements on NW 87 Avenue, a road not on the State Highway System, which shall include, but not be limited to, roadway improvements, the railroad crossing, a bridge over C-6 canal along with the embankment and bulkhead walls, installation of drainage, installation of a Miami-Dade WASH 36 inch water main, installation of a Town of Medley 16 inch water main, street lighting, traffic signals and signing and pavement markings (collectively the "Local Roadway Improvements"), within the Project Limits. The Project shall further include all activities associated with, or arising out of the construction of the Local Roadway Improvements. The Local Governments shall cooperate and support the Department's work efforts in these regards, as specified herein. The Department will design and construct the Project in accordance with all applicable federal and state laws and regulations and in accordance with Department design and construction standards as set forth in the Department's guidelines, standards, and procedures. The Department shall have final decision authority with respect to the design, the design review process, and construction of the Local Roadway Improvements, and the relocation of any utilities that the Department may determine to be required. The Department shall comply with all construction contract obligations and shall continue to manage through Project Final Acceptance those warranties that are required by the Department's specifications and/or CPAM, and/or the construction contract.

3. In addition to the covenants and terms of this Agreement, as part of the Project, each Local Government agrees to undertake and complete the following:

(a) The City shall provide any additional right of way which may be required for the construction of the Project, in accordance with the Project Design Plans and Construction Plans;

(b) The County and the Town shall comply with the terms provisions of the Memorandum of Agreement dated June 3, 2013, between the Department, the County and the Town (the "MOA");

(c) Each Local Government shall be a co-applicant and shall review and sign permit applications as co-applicant as may be required by any permitting authorities, whether local, state or federal, for the construction of the Project. The permits that were identified during the design phase that are required for the Project are as follows:

- (i.) South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP)
- (ii.) Army Corps of Engineers (USACE) Section 404 Permit
- (iii.) SFWMD Right of Way Occupancy Permit/Waiver, for the bridge crossing the Miami C-6 Canal
- (iv.) DERM Class IV Freshwater Wetlands Permit
- (v.) DRER Class VI
- (vi.) SFWMD Water Use Permit
- (vii.) Miami-Dade County Tree Removal Permit

It is understood and agreed that during construction, notwithstanding the Local Governments' status as co-applicant(s), the Department shall undertake all pertinent requirements and obligations under the referenced permits, and comply with all permit requirements before the delivery of a "Notice of Final Acceptance" (as that term is described in section 10 of this Agreement) of the Project to each Local Government, and the Local Government shall cooperate with the Department in this regard.

(d) After the Department obtains appropriate permits from SFWMD and DERM, and upon delivery of a Notice of Final Acceptance of the Project by the Department to each Local Government, each Local Government will assume all maintenance responsibilities for the stormwater systems that are or will be under their respective jurisdictional control. Upon delivery of a Notice of Final Acceptance of the Project by the Department to the County, the County will accept transfer of the Right of Way Occupancy Permit issued by SFWMD for the bridge crossing the Miami (C-6) Canal, and any ongoing regulatory obligations associated therewith.

(e) Upon delivery of a Notice of Final Acceptance of the Project by the Department, the Town shall transfer and County will accept the transfer from the Town, the unencumbered right of way on NW 87th Avenue, along the east side from NW 74th Street to NW South River Drive, and along the west side; from NW 90th Street to NW South River Drive, that the Town now owns or will acquire for purposes of this Project, with the exception of the Highway-Rail grade crossing at NW 87th Avenue, between railroad mileposts ML 2+4846' and ML 2+1950'.

(f) Upon delivery of a Notice of Final Acceptance of the Project by the Department to the County, the County will accept the transfer and shall assume maintenance responsibility of NW 87th Avenue, from the south Right of Way Line of Okeeshobee Road to the north Right of Way Line of

NW 74 Street, including the bridge crossing the Miami C-6 Canal along with the embankment and the bulkhead walls, in accordance with Section 335.0415, F.S. It is understood and agreed that the railroad crossing referenced in subparagraph (d) above is specifically excluded from these maintenance obligations.

(g) Upon delivery of a Notice of Final Acceptance of the Project by the Department to the Town, the Town shall accept and assume the maintenance of the permanent easements acquired by the Town, generally referenced as the grass areas between the existing warehouse buildings and the back of sidewalk at the Medley Industrial Inc., property located at the west side of NW 87 Ave from about 180 feet south of NW 99 Street to NW 101 Street.

(h) Upon delivery of the Notice of Final Acceptance of the Project by the Department to the Town, the Town shall accept and assume the maintenance responsibilities of all intersecting streets improved by the project within the Town limits and under the jurisdiction of the Town. The maintenance responsibility of the Town over such intersecting streets shall begin (at either side of the road) at the line beyond 40 Feet from the center of the NW 87 Avenue section line.

(i) The Town and the Department shall enter into a separate agreement for purposes of addressing non-participating federal funding on the Project, if any.

4. The Parties acknowledge and agree that the Parties will review the Project Design Plans ("PDP") and shall submit comments, if any, via Electronic Reviewer Comments ("ERC"), with respect to the PDP within the limits of each Party's jurisdiction. The Department shall provide the Local Governments access to the ERC, and the Department shall use the ERC to submit the Project Design Plans for the Local Governments to review. When the Department places the Project Design Plans in the ERC, the Department will designate a Comment Due Date of no sooner than three (3) weeks from the date of said placement, and a Response Due Date of not more than two (2) weeks from the end of the Comment Due Date. The Local Governments shall submit their comments with regards to the Project Design Plans on or before the Comment Due Date, and the Department shall respond to the Local Governments' comments, if any, on or before the Response Due Date. Any Local Government who has not submitted its comments by the Comment Due Date will be deemed to have approved the Project Design Plans submitted by the Department for its particular limits of jurisdiction. The review process for the Project Design Plans will be deemed concluded when the Department has submitted the Final Project Design Plans to the ERC, and the Comment Due Date and Response Due Date for the Final Project Design Plans have passed, and the Department has addressed all of the Local

Governments' comments that were submitted through the ERC. Once the review process is concluded, each Local Government shall provide a written notice to the Department, within fifteen (15) days from said date, authorizing the Department to construct the Project in accordance with the Final Project Design Plans submitted through the ERC. The Parties acknowledge and agree that this Agreement addresses the public right of way requirements for the construction of the Project within each Local Government jurisdiction, and this Agreement is executed by the Parties in lieu the issuance of a Local Government right of way occupancy or use permit to the Department's contractor, for the construction of the Project; it is therefore understood that such right of way occupancy or use permit fees are not applicable. The Local Governments acknowledge and agree that, during construction of the Local Roadway Improvements, the Department will only utilize the services of law enforcement officers when required by the Department's Standard Specifications for Road and Bridge Construction, and no additional requirements will be imposed. The Department shall be responsible for the security of the area of construction and for providing such law enforcement officers as it deems required or necessary.

5. Major Modifications of the approved plans must be submitted to the Local Governments for review. A Major Modification is any modification that materially alters the kind or nature of the work depicted in the approved plans, or that alters the integrity or maintainability of the Local Roadway Improvements, or related components. The Local Governments' review shall be within the reasonable time schedule proposed by the Department, in order to avoid delay to the Department's construction contract. In the event that any Major Modifications are required during construction, the Department shall provide verbal or written notification, in accordance with the information provided in Paragraph 22 herein, to the Local Governments prior to commencing the construction work. The Department shall take into consideration any comments timely submitted by the Local Governments, with the understanding that any such comments and/or required changes during construction shall not delay nor affect the timely construction schedule of the Project. The Department shall be entitled to proceed with any modifications that are necessary to complete the construction of the Project and/or that are unavoidable. The Department shall use its best efforts to avoid any Major Modifications during construction. The Notice requirements of Paragraph 22 shall not be applicable to this provision.

It is understood that the right of way requirements for the construction of the Project within each Local Government jurisdiction shall be completed prior to the commencement of construction of the Project and each Local Government's requirements as to right of way for construction of the Project, shall therefore be deemed to have been satisfied.

6. Each Local Government agrees to fully cooperate with the Department (and the Department shall fully cooperate with each Local Government) in the construction, reconstruction and relocation of utilities that are located within a particular Local Government's right-of-way, within the Project Limits. Utility relocations, if any, which may be required by the Department for purposes of the Project, shall be done in accordance with the Department's guidelines, standards and procedures. However, as previously explained, nothing herein shall be construed to modify the Utility Design JPA, nor substitute for the utilization of a Joint Project Agreement (or other agreement) addressing the installation of the project described in the Utility Design JPA (and related utility work). The affected Local Government shall submit proposed utility relocation schedule to the Department for approval, if any. Utility relocations, if any, shall be done in accordance with the provisions of applicable law, including Chapter 337, Fla. Stat. with the understanding that unless otherwise addressed by separate agreement, each Local Government shall be responsible for all costs related to the relocation of a utility owned by each respective Local Government.

7. The Local Governments acknowledge that the Department will be utilizing federal funds to construct the Project, and as a result thereof, the City agrees to perpetually maintain the Local Roadway Improvements located within the limits of the City's jurisdiction. Additionally, in accordance with the MOA, the Town shall convey the rights of way and transfer jurisdiction to the County to those segments of the Project located with the Town. Upon delivery of a Notice of Final Acceptance of the Project to the Local Governments, each Local Government shall transfer the right of way to the pertinent Local Government and each shall accept jurisdiction over the affected area in accordance with this Agreement, and agrees to maintain the Local Roadway, as follows:

(a) the County agrees to maintain the Local Roadway Improvements within the segments transferred from the Town, and within the segments that are currently under the County's jurisdiction. To maintain means to perform normal maintenance operations for the preservation of the Local Roadway Improvements, which shall include but is not limited to, roadway surfaces, shoulders, roadside structures, drainage, signing and pavement markers, and such traffic control devices as are necessary for the safe and efficient use of the Local Roadway Improvements with the exception of the railroad crossing previously identified in this Agreement, for which the County shall have no responsibilities, and which shall remain the responsibility of the Town;

(b) The Town shall be responsible in perpetuity for all liability, security, maintenance and

costs related to the railroad crossing heretofore mentioned, in accordance with the provisions of the MOA, and with the requirements set forth in the 2004 Stipulation of Parties for the Opening of Highway-Rail Grade Crossing at NW 57th Avenue, Medley, Florida executed by the Department, the Town and Florida East Coast Railway, L.L.C., and the standard-grade crossing License Agreement between the Florida East Coast Railway and the Town.

Additionally, the Parties understand and agree that following the issuance of the Notice of Final Acceptance, the Department shall transfer the ongoing operational, maintenance and regulatory requirements, if any, of the permit(s) identified in section 3(e) of this Agreement to the respective Local Government assuming the operational and maintenance responsibility of the geographical area covered by such respective permits, and the pertinent Local Government agrees to accept said transfer and to be fully responsible to comply with all ongoing regulatory, operational and maintenance conditions of the permit(s), at its sole cost and expense, it being understood that the Department shall remain responsible for all such requirements, conditions, or obligations prior to the issuance of the Notice of Final Acceptance, in accordance with the Project Plans.

Notwithstanding the requirements hereof, maintenance during construction shall be the responsibility of the Department and its Contractor, as set forth in paragraph 9 of this Agreement.

8. The Parties acknowledge and agree that the Department will not have any ownership interest in the right-of-way, improvements, or structures located or installed within the limits of and pursuant to the Project, pursuant to this Agreement. Except as otherwise provided for in this Agreement and/or the MOA, each Local Government's respective right-of-way, and the improvements and structures located within each such right-of-way, including any such improvements and structures constructed pursuant to the approved construction plans are and will remain under the ownership of the pertinent Local Government.

9. The Department shall require its construction Contractor to maintain, at all times during the construction, Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total or

aggregate limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period; or such other minimum insurance coverage that may be required by the Department for the construction of the Project, in accordance with the Department's standards and specifications. The Department shall further cause its Contractor to name the Local Governments and the Department as additional insured Parties on the afore-stated policies, and to provide evidence of Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefit of the Florida Workers' Compensation law for all employees.

10. The Department shall notify each Local Government at least 48 hours before beginning construction within the Local Government's right-of-way. Such notification may be provided verbally or in writing (including via email), and the notice requirements set forth in paragraph 21 shall not apply to this paragraph.

The Department agrees that the Local Governments may at reasonable times during the construction of the Local Roadway Improvements located within the respective jurisdictions, inspect the Contractor's construction site and perform such tests as are reasonably necessary to determine whether the goods or services required to be provided by the Contractor, pursuant the Contractor's Construction Agreement with the Department, conform to the terms of said Construction Agreement. Upon request by the pertinent Local Government, the Department shall coordinate with its Contractor to provide access to the requesting Local Government for performance of said inspections.

During the construction work related to the Project, each Local Government shall fully cooperate with any such work being performed by the Department and the Department's contractors, within its respective jurisdiction. The Local Governments shall not commit nor permit any act which may delay or interfere with the performance of any such work by the Department or the Department's contractors, unless the Department agrees in writing that the any such Local Government may commit or permit said act, unless such act is due to a declared County emergency, or unless such act(s) are of a regulatory nature within the normal course of business for an agency or department of the County.

11. Commencing as of the first date of construction, maintenance during construction, including maintenance of structures and improvements created during construction, shall be the responsibility of the Department and its Contractor. After completion of construction, and delivery of a Notice Final Acceptance of the Project from the Department to each Local Government each Local Government shall assume all maintenance responsibilities for those portions of right of way for which each owns or shall own, and possesses or shall possess jurisdiction, respectively. Upon completion of construction,

the Department will invite each Local Government on the Final Inspection of the work within the respective Project Limits, and will incorporate valid Local Government concerns that are within the scope of the contract into the final Project "punch list" to be corrected by the Contractor. The Final Inspection shall be performed and the Notice of Final Acceptance shall be issued in accordance with the Department's Standard Specifications for Road and Bridge Construction and the Construction Project Administration Manual (CPAM). Final Acceptance is defined as when, upon completion of final construction inspection of the entire project, the Department Engineer determines that the Contractor has satisfactorily completed the work, and provides to the Contractor written notice of final acceptance. The presence of any Local Government at the Final Inspection, however, is not mandatory, and the Department shall conduct the Final Inspection and issue a Notice of Final Acceptance to its Contractor, whether or not the respective Local Government attends the Final Inspection, and the Department shall have the responsibility to assure completion of any punch list by the Contractor in accordance with the Department's construction contract and/or its specifications and/or CPAM.

The Department shall provide a copy of said Notice of Final Acceptance to the respective Local Government. As of the date of the Notice of Final Acceptance, the Local Government with the ownership interest and jurisdiction of the right of way shall be immediately responsible for the maintenance of the Project.

Notwithstanding the issuance of the Notice of Final Acceptance, any Local Government may notify the Department Project Manager of deficiencies in the Local Roadway Improvements within its jurisdiction that may be covered by the warranty provisions in the contract between the Department and its Contractor. The Department shall enforce the warranty and/or take other action that the Department may deem necessary if the remedial action is required by, or available under, the warranty provisions or other protections, as reasonably determined by the Department in good faith consultation with the Local Government, with the understanding that the Department shall have the final decision-making authority.

Upon completion of all work related to construction of the Project, including but not limited to the new Town 16 inch water main and associated components, the Department will be required to submit to the appropriate Local Government final as-built plans for the Local Roadway Improvements within its jurisdiction and an engineering certification that construction was completed in accordance with the plans. Additionally, the Department shall vacate those portions of the Local Governments'

right-of-way used to construct the Local Roadway Improvements, and shall remove the Department's property, machinery, and equipment from said portions of the Local Governments' right-of-way. Furthermore, the Department shall restore those portions of the Local Governments' right-of-way disturbed by Project construction activities to the same or better condition than that which existed immediately prior to commencement of the construction of the Project.

12. This Agreement shall become effective as of the date the last party hereto has executed the Agreement and shall continue in full force and effect until the Project is completed, as evidenced by the Department's issuance of the Notice of Final Acceptance.

Prior to commencement of construction, but no later than 10 years after the Agreement becomes effective, the Department may, in its sole discretion, terminate this Agreement if it determines that it is in the best interest of the public to do so. If the Department elects to terminate this Agreement, the Department shall deliver formal notice of termination to the each Local Government, as set forth in paragraph 21 of this Agreement.

This Agreement may be executed in counterparts, which when taken together, will constitute one agreement.

13. In the event that any election, referendum, approval, ratification, or permit, notice or other proceeding, or authorization is required to carry out the Project, the Local Governments agree to expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters, with time being of the essence.

14. The Parties acknowledge and agree that the Project shall be constructed by the Department using federal funds and that all costs incurred must be in conformity with applicable federal and state laws, regulations, and policies and procedures.

15. The Department's performance and obligations under this Agreement are contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. Project costs utilizing fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received.

16. In the event that this agreement is in excess of \$25,000, and the agreement has a term for a period of more than one year, the provisions of Section §339.135(6)(a), Florida Statutes, are hereby incorporated into this agreement and are as follows:

"The department, during any fiscal year, 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 during any such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term a for a period of more than 1 year."

17. The Department is a state agency, and the County is a political subdivision of the State of Florida. Each is self-insured and subject to the provisions of Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's or the County's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

18. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the affected Parties, with the same formality as this agreement, unless the execution of all Parties is otherwise required.

19. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Miami-Dade County.

20. No term or provision of this Agreement shall be interpreted for or against any party because that party's legal counsel drafted the provision.

21. In accordance with Executive Order No. 11-02 the Department's Vendor/Contractor(s) shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- i. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
- ii. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.

22. All notices required pursuant to the terms hereof, shall be in writing and shall be sent by first class United States Mail, facsimile transmission, hand delivery or express mail. Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. Unless otherwise notified in writing, notices shall be sent to the following:

To the Town:

7777 N. W. 72nd Avenue
Medley, Florida 33166
Attention: Mayor Roberto Martell
with copy to:
Jorge E. Corzo, P.E., Town Engineer
305 887-9541 ext. 143
jcorzo@townofmedley.com
and
Peter Waldman, Esq.
PWaldman@wsh-law.com

To the City:

Joe Lopez
Tri-County Engineering
7729 NW 146th Street
Miami Lakes, FL 33016
with a copy to:
Charles Citrin, Esq.
300 71st Street, Suite 300
Miami Beach, FL 33141

To the County:

Miami-Dade County
111 NW 1st Street Ste. 2910
Miami, Florida 33128
Attention: County Mayor

with a copy to:

Miami-Dade County
111 NW 1st Street Ste. 1500
Miami, Florida 33128
Attention: Anotonio Cotarelo, P.E., County Engineer
Public Works and Waste Management Department

and a copy to:
Miami-Dade County Attorney's Office
Attn: Public Works and Waste Management Dept. Counsel
111 NW 1st Street Ste. 2800
Miami, Florida 33128

To the Department:

Director of Transportation Operations
State of Florida, Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172

23. Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates exhibited, by the signatures below.

MIAMI-DADE COUNTY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: Debra M. Rivera, P.E.

Title: _____

Title: Director of Transportation Operations

Date: _____

Date: _____

Attest: _____

By: _____

Title: Clerk

Approved as to form and legality:

Department Legal Review:

By: _____

By: _____

Name: _____

Name: _____

County Attorney

Dé Chief Counsel

TOWN OF MEDLEY

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
By: _____
Title: Clerk

Approved as to form and legality:

By: _____
Name: _____
Title: _____

CITY OF HIALEAH GARDENS

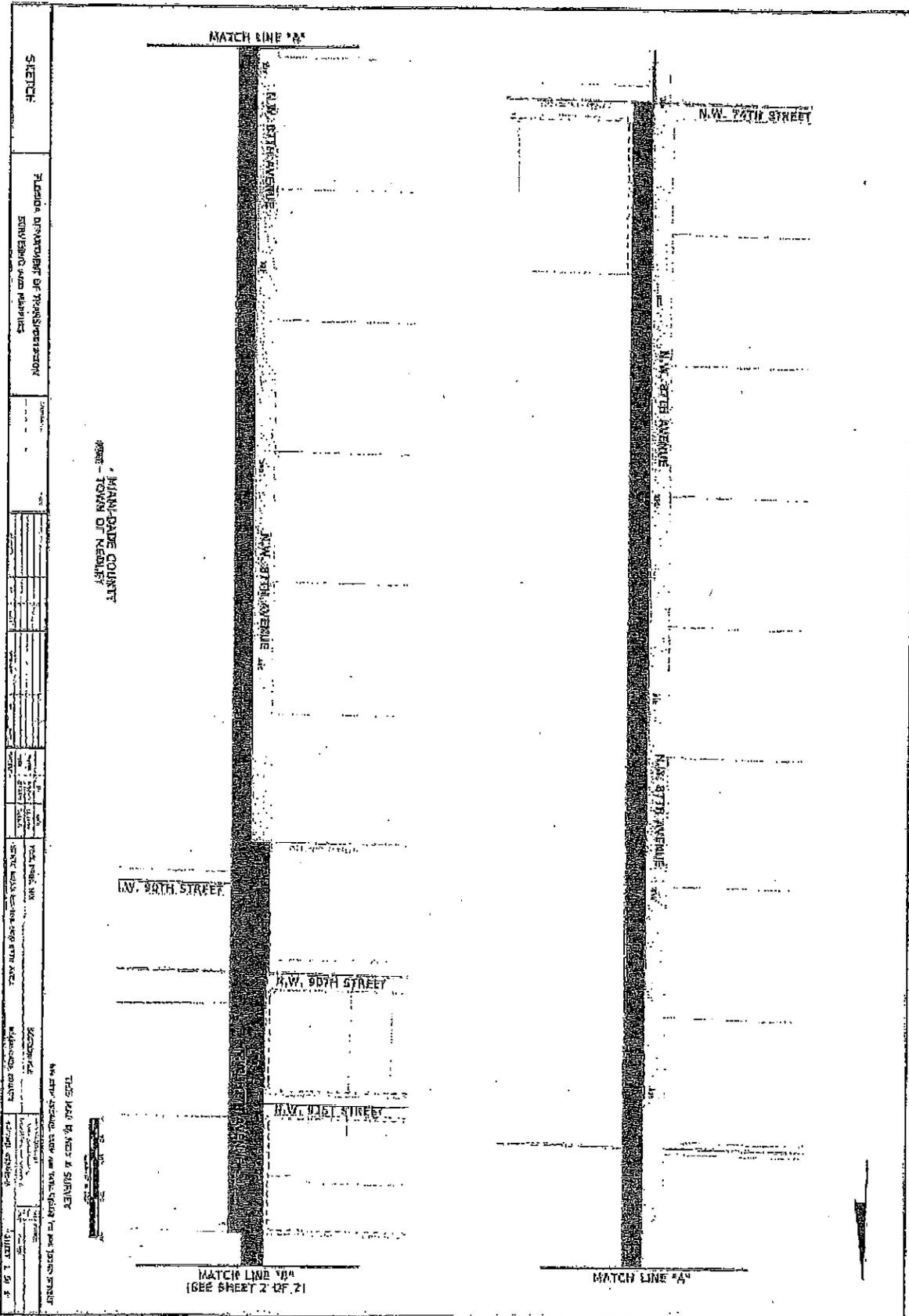
By: _____
Name: *Y. [unclear]*
Title: *Mayor*
Date: *7/3/2015*

Attest: *Miranda [unclear]*
By: *MARIA E. JOHNSON*
Title: *CITY CLERK*

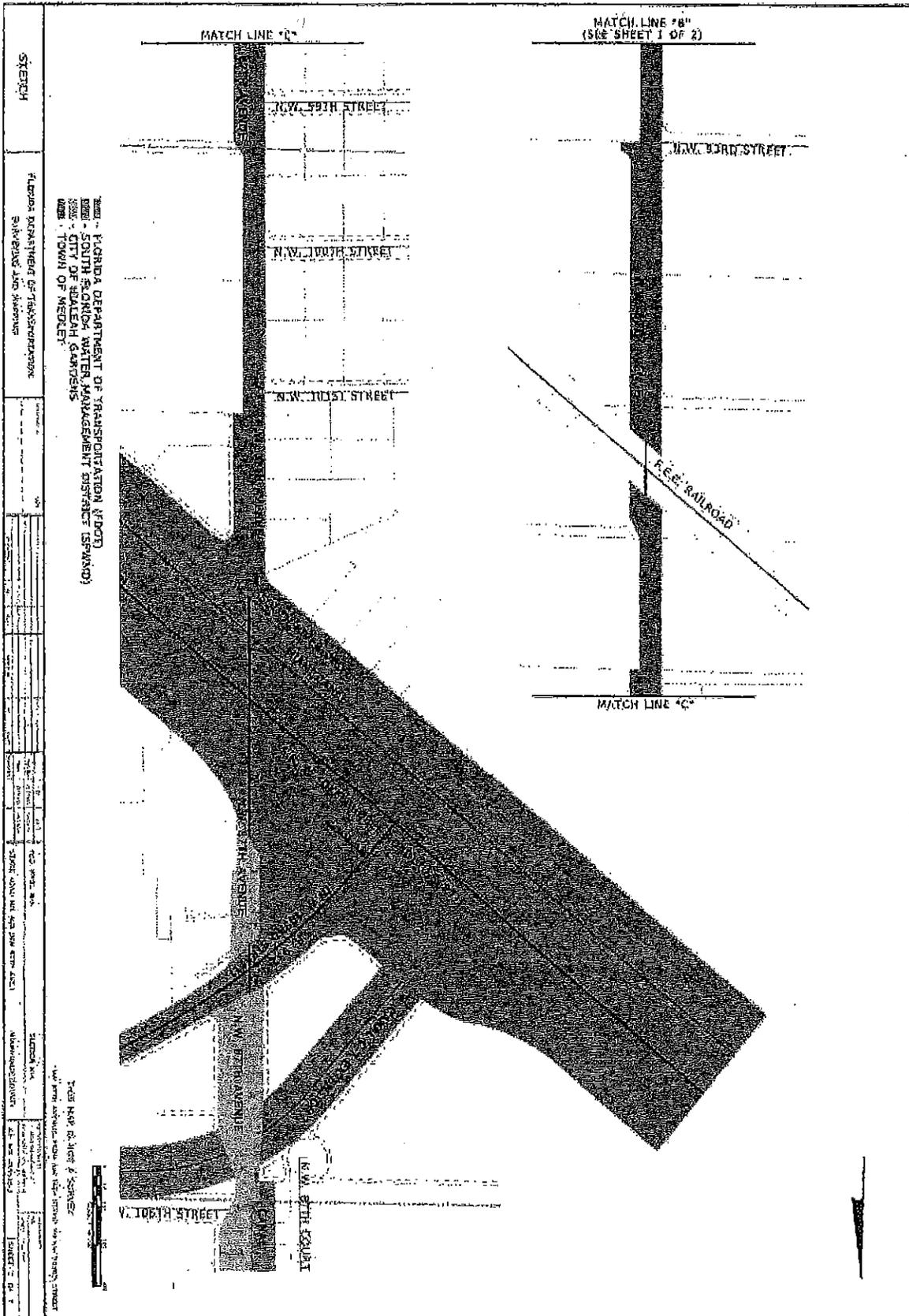
Approved as to form and legality:

By: *Arda [unclear]*
Name: *Arda [unclear]*
Title: *Assoc. City Attorney*

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SKETCH	FLORIDA DEPARTMENT OF TRANSPORTATION	
	STATE ROAD DEPARTMENT	
PROJECT	NO. 1682	SECTION 21
	DATE	DATE
DRAWN BY	DATE	DATE
	DATE	DATE
CHECKED BY	DATE	DATE
	DATE	DATE
APPROVED BY	DATE	DATE
	DATE	DATE
THIS MAP IS NOT A SURVEY AND SHOULD NOT BE USED FOR ANY PURPOSES OTHER THAN THE PURPOSES FOR WHICH IT WAS PREPARED.		
1682 SHEET 2 OF 21		



STENCH

FLORIDA DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS

TOWN OF FLORIDA DEPARTMENT OF TRANSPORTATION
 DISTRICT SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SPAWN)
 CITY OF PALM BEACH
 TOWN OF MEDLEY

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