

MEMORANDUM

Agenda Item No. 8(N)(3)

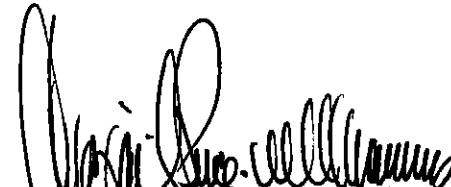
TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: June 6, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the transfer of certain portions of Miami-Dade County Right-Of-Way to the Florida Department of Transportation, authorizing the Chairperson or Vice-Chairperson of the Board to execute a County Quit Claim Deed for such purpose, authorizing the County Mayor to execute a roadway transfer agreement transferring jurisdiction, ownership, and responsibility for that portion of SW 312 Street (Campbell Drive) between SW 177 Avenue (Krome Avenue) and State Road 5 (US-1) within the unincorporated limits of Miami-Dade County and to exercise all provisions therein, approving the County Quit Claim Deed for no monetary consideration in accordance with Section 335.0415, Florida Statutes, authorizing the County Mayor to take all actions necessary to effectuate same, and authorizing the recording thereof among the public records of Miami-Dade County Florida

The accompanying resolution was prepared by the Transit and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Daniella Levine Cava.



Abigail Price-Williams
County Attorney

APW/Imp

Memorandum



Date: June 6, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.,
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Subject: Resolution Authorizing a Roadway Transfer Agreement and a Transfer of Jurisdiction of Miami-Dade County Maintained Road Right-of-Way to the Florida Department of Transportation for that portion of SW 312 Street (Campbell Drive) between SW 177 Avenue (Krome Avenue) and State Road 5 (US-1) in Miami-Dade County, Florida

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the transfer of Miami-Dade County (County) maintained road right-of-way to the Florida Department of Transportation (FDOT), authorizing the Chairperson or Vice-Chairperson of the Board to execute a County Quit Claim Deed, authorizing the County Mayor or County Mayor's designee to execute a Road Transfer Agreement, and authorizing the County Mayor or County Mayor's designee to take all actions necessary to effectuate same.

Scope

This County maintained road is located within District 8, which is represented by Commissioner Daniella Levine Cava.

Fiscal Impact/Funding Source

There is a reduction of maintenance costs of approximately \$28,019.92 annually associated with the transfer of this road right-of-way.

Track Record/Monitor

The Transportation and Public Works Department is the entity overseeing this project and the person responsible for monitoring is Leandro Oña, P.E., Chief, Roadway Engineering and Right-of-Way Division.

Background

FDOT has been working since December 2014 to build a "Truck By-Pass" along SW 312 Street (Campbell Drive) between SW 177 Avenue (Krome Avenue) and SR 5 (US-1). The State requested this transfer since connecting these two (2) important State Roads will improve mobility and traffic, additional travel options will be provided, and transit services will be enhanced to accommodate future growth and development in the area at no cost to the County. The Secretary of FDOT will commence jurisdictional and maintenance responsibilities of this minor arterial after the approval by the Board of this "Roadway Transfer Agreement," subsequent to recordation of the Deed and execution of the agreement.

A handwritten signature in black ink, appearing to read "Alina T. Hudak".

Alina T. Hudak
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: June 6, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(3)

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. 8(N)(3)
6-6-17

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN PORTIONS OF MIAMI-DADE COUNTY RIGHT-OF-WAY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION, AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD TO EXECUTE A COUNTY QUIT CLAIM DEED FOR SUCH PURPOSE, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A ROADWAY TRANSFER AGREEMENT TRANSFERRING JURISDICTION, OWNERSHIP, AND RESPONSIBILITY FOR THAT PORTION OF SW 312 STREET (CAMPBELL DRIVE) BETWEEN SW 177 AVENUE (KROME AVENUE) AND STATE ROAD 5 (US-1) WITHIN THE UNINCORPORATED LIMITS OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS THEREIN, APPROVING THE COUNTY QUIT CLAIM DEED FOR NO MONETARY CONSIDERATION IN ACCORDANCE WITH SECTION 335.0415, FLORIDA STATUTES, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME, AND AUTHORIZING THE RECORDING THEREOF AMONG THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the Florida Department of Transportation (FDOT) has requested the transfer of the right-of-way including the portion of SW 312 Street (Campbell Drive) between SW 177 Avenue (Krome Avenue) and State Road 5 (US-1) within the unincorporated limits of Miami-Dade County as set forth in the County Quit Claim Deed attached as Exhibit "1"; and

WHEREAS, FDOT has requested a transfer of jurisdiction of the County Right-of-Way from the County Road System to the State Highway System; and

WHEREAS, the Director of the Department of Transportation and Public Works has recommended that a Roadway Transfer Agreement document be executed, attached as Exhibit “2,” transferring the County Right-of-Way; and

WHEREAS, pursuant to Section 335.0415 (3), Florida Statutes, public roads right-of-way may be transferred by mutual agreement of the affected governmental entities, upon approval by the Secretary of FDOT,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated and adopted herein.

Section 2. This Board approves the transfer of the County Right-of-Way to FDOT as set forth herein, for no monetary consideration, and authorizes the Chairperson or Vice-Chairperson of the Board to execute a County Quit Claim Deed in substantially the form attached as Exhibit “1.”

Section 3. This Board approves the Roadway Transfer Agreement between Miami-Dade County and FDOT attached hereto as Exhibit “2,” pursuant to Section 335.0415, Florida Statutes, and authorizes the County Mayor or County Mayor’s designee to execute same in substantially the form attached hereto, to exercise the provisions therein, to take all actions necessary to accomplish the transfer of jurisdiction and to effectuate same, and to obtain the written approval of the road transfer agreement by the Secretary of FDOT.

Section 4. Pursuant to Resolution No. R-974-09, this Board (a) directs the County Mayor or Mayor’s designee to record the instrument of transfer executed herein in the Public Records of Miami-Dade County and to provide a recorded copy of each instrument to the Clerk

of the Board within thirty (30) days of execution of said instruments; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of each of said instruments 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:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of June, 2017. 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

Return to:

Right of Way Division .
M-DC Department of Transportation .
and Public Works .
111 N.W. 1st Street, Suite 1610 .
Miami, FL 33128-1970 .

Instrument prepared by: .
Carlos D. Socarras .
M-DC Department of Transportation .
and Public Works .
111 N.W. 1st Street, Suite 1610 .
Miami, FL 33128-1970 .

Folio No. N/A . SW 312 Street (Campbell Drive)
User Department DTPW . Sections 7, 8, Twp57S, Rng39E

COUNTY QUIT CLAIM DEED

THIS COUNTY DEED, Made this ____ day of _____, A.D. 2017,
by and between **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the
State of Florida, whose address is: Stephen P. Clark Center, 111 NW 1st
Street, Miami, Florida 33128-1963, Grantor, and the **FLORIDA DEPARTMENT
OF TRANSPORTATION (FDOT)**, whose address is 1000 NW 111 Avenue, Miami,
Florida 33172, Grantee,

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of One Dollar
(\$1.00) and other good and valuable considerations to it in hand paid by
the **Grantee**, the receipt whereof is hereby acknowledged, has remised,
released and quitclaimed, and by these presents does remise, release and
quitclaim unto the **Grantee**, its successors and assigns forever, the
following described land, situate, lying and being in Miami-Dade County,
State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Page 1 of 3
EXHIBIT "1"

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, including the transfer of all rights, attendant liability, jurisdiction, maintenance and responsibilities, with respect to the subject property; and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

This quit claim deed shall not be construed as divesting the County of any rights set forth in any Interlocal Agreement with the City of Homestead concerning the County's continued jurisdiction over traffic engineering matters.

IN WITNESS WHEREOF, the said **Grantor**, has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chairperson or Vice Chairperson, and attested by the Clerk or Deputy Clerk of said Board, the day and year aforesaid.

ATTEST:
BY ITS BOARD OF
HARVEY RUVIN,
CLERK OF SAID BOARD

MIAMI-DADE COUNTY, FLORIDA
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Esteban L. Bovo Jr.,
Chairman

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____th day of _____, A.D. 2017.

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EXHIBIT "A"

Legal Description:

Those portions of the right-of-way of SW 312 Street between SW 177 Avenue (State Road 997) and North Flagler Avenue and between North Flagler Avenue and US-1 (State Road 5) in the City of Homestead, Florida, functionally classified as a County Road Collector and a County Road Minor Arterial respectively in the Functional Classification of the County Road System Within Municipalities of February 2, 1982 approved by the Board of County Commissioners by Resolution 809-82 in accordance with Florida Statutes 334.03. **EXCEPTING** those portions of the right of way previously classified as State Road.

**FLORIDA DEPARTMENT OF TRANSPORTATION & MIAMI-DADE COUNTY
ROADWAY TRANSFER AGREEMENT**

NE 8th Street/SW 312 Street/ Campbell Drive from SR 997/Krome Avenue to SR 5/ US-1

THIS AGREEMENT, made and entered into this _____ day of _____, 2017 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the "DEPARTMENT", and MIAMI-DADE COUNTY, hereinafter called the "COUNTY";

WITNESSETH

WHEREAS, the DEPARTMENT has requested the transfer of NE 8th Street/ SW 312 Street/Campbell Drive from SR 997/Krome Avenue to SR 5/ US 1 from the COUNTY Street System to the State of Florida Department of Transportation State Highway System, as depicted in the County Deed attached as Exhibit "1," and this transfer is mutually agreed upon between the COUNTY and the DEPARTMENT; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Section 335.0415, Florida Statutes;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the COUNTY and the DEPARTMENT agree as set forth below:

This Agreement sets forth the terms and conditions under which the COUNTY and the DEPARTMENT will abide. The commencement of jurisdictional and maintenance responsibilities (Jurisdictional Transfer Effective Date) shall be the date of approval of the roadway transfer by the Secretary of the Department of Transportation.

- (a) As of the Jurisdictional Transfer Effective Date, the DEPARTMENT shall be responsible for the road right of way and for the operation and maintenance of the roadway, including bridges. In addition to the roadbed, this Agreement includes all curbs, culverts, and drainage structures within the right of way at the time of transfer.

The DEPARTMENT shall be responsible for maintenance of the right of way and for landscaping, public sidewalks, bike paths, and all other ways and appurtenances in the right of way.

- (b) The COUNTY gives up and transfers to the DEPARTMENT all rights, obligations, and responsibilities in and to the road, including the right of way unless otherwise stipulated in this Agreement, or in the deed attached hereto as Exhibit "1".
- (c) The DEPARTMENT's responsibility for maintaining and operating all traffic signals, and lighting systems within the right of way shall be subject to, and in accordance with, the Master Traffic Signal Agreement between the DEPARTMENT and the COUNTY.
- (d) It is agreed that all obligations of the COUNTY, under any maintenance, utility, or railroad crossing agreement or other such agreement, relating to any specific road to be transferred, shall be transferred at the same time and in the same manner as jurisdictional responsibility. If the agreements were made between the COUNTY and the DEPARTMENT, and the COUNTY will no longer be involved after the transfer takes place, the DEPARTMENT and the COUNTY agree

to enter into new agreements, or to amend existing agreements, in order to effectuate the intent of this agreement.

- (e) If there is evidence of historical or archaeological resources that could be adversely impacted after a transfer, the DEPARTMENT agrees to maintain the resources in accordance with Cultural Resource Management, Coordinator (CRMC) recommendations. If no evidence is found prior to the transfer, the DEPARTMENT agrees not to adversely affect any such resources if found after the transfer.
- (f) Subsequent to the Jurisdictional Transfer Effective Date, the COUNTY will record this Agreement, and the executed County Deed (in the form attached hereto as Exhibit "1,"), in the public records of Miami-Dade County.
- (g) The COUNTY, by Resolution No. _____, dated _____, 2017, has authorized the execution of this Agreement, further authorizes the terms and conditions of this Agreement, and directs its officials to comply with all provisions hereunder.

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements either verbal or written between the parties hereto.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

For communication purposes, the parties may be reached at the following addresses and phone numbers.

Florida Department of Transportation
District Six
1000 NW 111 Avenue
Miami, Florida 33172
Telephone: 305-470-5197
Attn: James Wolfe, P.E.
District Secretary

Miami-Dade County
Transportation & Public Works
701 NW 1st Court, Suite 1700,
Miami, FL 33136
Telephone: 786-469-5675
Attn: Alice N. Bravo, P.E.
Transportation & Public Works Director

Each party is an independent contractor and is not an agent of the other party. Nothing contained in the Agreement shall be construed to create any fiduciary relationship between the parties, during or after the performance of this Agreement. Neither party shall have the authority to bind the other party to any obligation whatsoever to any third party without the express specific written consent of the other.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

If any part of the Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination,

the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

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

Miami-Dade County

Florida Department of Transportation

BY: _____
County Mayor or Designee

BY: _____
District Secretary

ATTEST: _____
Clerk

ATTEST: _____

LEGAL REVIEW:

LEGAL REVIEW:

County Attorney

District Legal Counsel