

# MEMORANDUM

Agenda Item No. 8(N)(5)



**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 Florida Department of Transportation (FDOT) Right-of-Way to Miami-Dade County by recordation of a quit claim deed or a right-of-way map by FDOT for no monetary consideration in accordance with section 335.0415, Florida Statutes, authorizing the Chairperson or Vice-Chairperson of the Board to accept such documents for such purpose, authorizing the County Mayor to execute a roadway transfer agreement transferring jurisdiction, ownership, and responsibility for that portion of Krome Avenue from SW 328 Street to State Road 5 (US-1) within the unincorporated limits of Miami-Dade County and to exercise all provisions therein, and to take all actions necessary to effectuate same

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

  
\_\_\_\_\_  
Abigail Price-Williams  
County Attorney 

APW/smm

# 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 Florida Department of Transportation Right-of-Way to Miami-Dade County for that Portion of SW 177 Avenue (Krome Avenue) from SW 328 Street to State Road 5 (US-1) in Miami-Dade County, Florida

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## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the transfer of Florida Department of Transportation (FDOT) road right-of-way to Miami-Dade County (County), authorizing the County Mayor, or County Mayor's designee, to take all actions necessary to effectuate same.

## **SCOPE**

The County-maintained road is located within District 9, which is represented by Commissioner Dennis C. Moss.

## **FISCAL IMPACT**

The total fiscal impact as a result of this conveyance being accepted is approximately \$2,756.00 annually for maintenance costs associated with the subject rights-of-way being included in the Department of Transportation and Public Works (DTPW) inventory. These costs will be funded through DTPW's General Fund allocation.

## **TRACK RECORD/MONITOR**

DTPW is the entity overseeing this project and the person responsible for monitoring this transfer is Leandro Oña, Chief, Roadway Engineering and Right-of-Way Division

## **BACKGROUND**

FDOT has been working since December 2014 on a project to build a "Truck By-Pass" along SW 312 Street (Campbell Drive) between SW 177 Avenue (Krome Avenue) and SR 5 (US-1). This project will improve mobility and alleviate traffic congestion. This will be accomplished by providing additional travel options and transit services will be enhanced to accommodate future growth and development in the area at no cost to the County. As a result of the above project, FDOT no longer needs a segment of Krome Avenue located between Campbell Drive and US-1, and has requested that this segment of Krome Avenue be accepted by the County as a County Road. All responsibilities for the road transfer are delineated in the attached "Roadway Transfer Agreement" attached to the resolution as Exhibit "A".

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

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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)(5)

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)(5)  
6-6-17

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

RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN PORTIONS OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY TO MIAMI-DADE COUNTY BY RECORDATION OF A QUIT CLAIM DEED OR A RIGHT-OF-WAY MAP BY FDOT FOR NO MONETARY CONSIDERATION IN ACCORDANCE WITH SECTION 335.0415, FLORIDA STATUTES, AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD TO ACCEPT SUCH DOCUMENTS 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 KROME AVENUE FROM SW 328 STREET TO STATE ROAD 5 (US-1) WITHIN THE UNINCORPORATED LIMITS OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

**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 a transfer of jurisdiction of the FDOT Right-of-Way from the State Road System to the County Highway System including a portion of Krome Avenue from SW 328 Street to State Road 5 (US-1) within the unincorporated limits of Miami-Dade County (the "FDOT Right-of-Way"); 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 "A," transferring the FDOT Right-of-Way from FDOT to the County; and

**WHEREAS**, pursuant to Section 335.0415 (3), Florida Statutes, public road right-of-way may be transferred by mutual agreement of the affected governmental entities, upon approval by the Secretary of the Department of Transportation and the County,

**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 FDOT Right-of-Way from the FDOT to the County as set forth herein, for no monetary consideration.

**Section 3.** This Board approves the Roadway Transfer Agreement between the County and FDOT attached hereto as Exhibit "A," 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 the Department of Transportation.

**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	

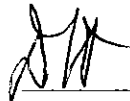
The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of June, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an 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

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

**SR 997/Krome Avenue from SW 8th Street/SW 328th Street/Lucy St 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 SR 997/Krome Avenue from SW 8<sup>th</sup> St/SW 328<sup>th</sup> St/Lucy St to SR 5/ US 1 from the State of Florida Department of Transportation State Highway System to the COUNTY Street System, and this transfer is mutually agreed upon between the DEPARTMENT and the COUNTY; 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 DEPARTMENT and the COUNTY agree as set forth below:

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

- (a) As of the Jurisdictional Transfer Effective Date, the COUNTY 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 COUNTY 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 DEPARTMENT gives up and transfers to the COUNTY all rights, obligations, and responsibilities in and to the road, including the right of way, except as may otherwise be specified in this Agreement.
- (c) The COUNTY shall be responsible for maintaining and operating all traffic signals, and lighting systems within the right of way.
- (d) It is agreed that all obligations of the DEPARTMENT, under any maintenance, utility, or railroad crossing agreement or other such agreement, relating to the 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 DEPARTMENT and the COUNTY, and the DEPARTMENT will no longer be involved after the transfer takes place, the COUNTY and the DEPARTMENT 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 COUNTY agrees to maintain the resources in accordance with Cultural Resource Management, Coordinator (CRMC) recommendations. If no evidence is found prior to the transfer, the COUNTY agrees not to adversely affect any such resources if found after the transfer.
- (f) Subsequent to the Jurisdictional Transfer Effective Date, the DEPARTMENT will record this Agreement, and a deed or right of way map in the public records of Miami-Dade County, documenting the conveyance of the right of way to the COUNTY.
- (g) When Federal-Aid funding has been used on a road to be transferred, the local government entity shall enter into a project agreement with the Department in accordance with Topic Number 850-065-001, Inspection of Federal-Aid Projects under Local Jurisdiction (State Maintenance Office).
- (h) The COUNTY, by Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, 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, and does hereby accept the transfer of SR 997/Krome Avenue from SW 8th Street/SW 328th Street/Lucy St to SR 5/ US-1 to the COUNTY Street System.

All words used herein in the singular form shall extent 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 1<sup>st</sup> 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.

Florida Department of Transportation

Miami-Dade County

BY: \_\_\_\_\_  
County Mayor or Designee

BY: \_\_\_\_\_  
District Secretary

ATTEST: \_\_\_\_\_  
Clerk

ATTEST: \_\_\_\_\_

LEGAL REVIEW:

LEGAL REVIEW:

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

\_\_\_\_\_  
District Legal Counsel