OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: May 3, 2011

Agenda Item No. 8(P)(1)(F)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-337-11

Subject: Memorandum of Agreement among Miami-Dade County, the Florida Department of Transportation and the City of Miami to Jointly Participate in the Relocation of the Existing Tamiami Canal/NW South River Drive Swing Bridge

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a Memorandum of Agreement (MOA) among Miami-Dade County, the Florida Department of Transportation (FDOT) and the City of Miami (City). The Agreement establishes the understanding of the parties relative to the relocation of the existing Tamiami Canal/NW South River Drive Swing Bridge (bridge), as part of a permit condition for a future project to construct a new single leaf bascule bridge at the present site.

SCOPE

The existing bridge is located at 2000 NW South River Drive. The relocation site will span the South Fork of the Miami River between the City's Fern Isle Park on the south shore and City property recently acquired from the Police Benevolent Association (PBA Park) located on the north shore. Final location within this site to be determined by the City of Miami. All sites are within Commission District 5.

FISCAL IMPACT/FUNDING SOURCE

The total cost of the retrofitting and relocation of the existing bridge and the construction of a replacement bridge is estimated at $35 million. The County has allocated $19 million for the construction of a replacement bridge under the Building Better Communities General Obligation Bond (GOB) Program (BBC GOB Project No. 138 "Tamiami Swing Bridge"). Of this amount, $0.9 million was expended for necessary operational system rehabilitation, and $2 million was allocated for the design of the replacement bridge. Therefore, approximately $16.1 million from future BBC GOB bond funding remains available for the construction of the bridge. This GOB funding will also serve as the County's match for federal funds that are being sought for the construction of this project. GOB funds will not be used to relocate or retrofit the existing bridge at its new location; as such, federal funds will need to be used for this particular portion of project. The City is responsible to provide the specific location at the aforementioned site for the relocation of the existing bridge and will assume all future legal, financial and maintenance responsibilities. This MOA will become null and void if the County is unable to obtain the necessary federal funding to complete the project.

DELEGATION OF AUTHORITY

No additional authority is being requested within the body of this contract.

TRACK RECORD/MONITOR

The implementing agency is the Public Works Department (PWD) and the Project Manager responsible for monitoring this project is Marcos Redondo, P.E., Section Head, Highway Division Bridge Section.

BACKGROUND

The existing bridge is a Warren Truss Span Type Swing Bridge located on NW South River Drive between NW 19 Street and NW 32 Avenue. It is one of the oldest bridges on the Miami River System

and was determined eligible for inclusion in the National Register of Historic Places. Deterioration over the years from age and impacts from vessels and vehicles has resulted in structural damage. This deterioration has caused restrictions on the allowed loads on the bridge which impacts daily commerce. The deteriorated condition of the bridge will dictate more stringent load restrictions in the future, and these will preclude the large truck traffic which currently travels on the bridge. Additionally, the existing bridge geometry does not allow for the required hydraulic water flow or the anticipated increase in both navigational and vehicular traffic along the Tamiami Canal. FDOT has undertaken a Project Development and Environment (PD&E) Study which determined that the replacement of the existing bridge is necessary to resolve safety concerns, improve hydraulic conductivity, and meet future traffic demands. The operational system of the bridge was rehabilitated by PWD in 2009 in order to maintain adequate performance of the bridge; however the bridge is still identified by FDOT as structurally deficient, with a sufficiency rating of 26 out of 100.

The remaining funds currently in the County's GOB program total $16.1 million, and are not sufficient to fund the estimated $32.1 million required to complete this project; therefore, PWD continues to apply for funding through State and Federal Appropriations to provide for the balance of funding. The PD&E study being undertaken by the FDOT requires that the historical bridge structure be relocated to a new location where it can function only as a fixed/static pedestrian bridge. PWD has included a relocation and retrofit plan as part of ongoing project design and has partnered with FDOT and the City in order to facilitate the relocation of the bridge and take advantage of the future availability of federal funds. The City will select the specific site for the relocation of the existing bridge and assume all future legal, financial and maintenance responsibilities. FDOT's responsibilities include coordination with federal agencies and providing historical displays and documents that will be used in educating the public on the bridge's historical importance.

In order to fulfill the requirements of the PD&E study the FDOT drafted the MOA for both the City and County to review and approve. Upon concurrence, on November 18, 2010, the City Commission adopted Resolution No. R-10-0526, approving this MOA. This agreement will be signed by FDOT following execution by the County.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: May 3, 2011

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

SUBJECT: Agenda Item No. 8(P)(1)(F)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager'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(P)(1)(F)
5-3-11

RESOLUTION NO. R-337-11

RESOLUTION APPROVING EXECUTION OF A MEMORANDUM OF AGREEMENT AMONG MIAMI-DADE COUNTY, THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MIAMI TO JOINTLY PARTICIPATE IN THE RELOCATION OF THE EXISTING TAMIAMI CANAL/NW SOUTH RIVER DRIVE SWING BRIDGE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS THEREIN

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

WHEREAS, both the State of Florida, the City of Miami and Miami-Dade County wish to facilitate the relocation of the Tamiami Canal/NW South River Drive Swing Bridge,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Memorandum of Agreement between Miami-Dade County, the Florida Department of Transportation and the City of Miami to jointly participate in the relocation of the Tamiami Canal/NW South River Drive Swing Bridge, in substantially the form attached hereto and made a part hereof; authorizing the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

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

Joe A. Martinez, Chairman			aye
Audrey M. Edmonson, Vice Chairwoman			aye
Bruno A. Barreiro	aye	Lynda Bell	aye
Jose "Pepe" Diaz	absent	Sally A. Heyman	aye
Barbara J. Jordan	aye	Jean Monestime	absent
Dennis C. Moss	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of May, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. HB

Hugo Benitez

TAMIAMI CANAL / N.W. SOUTH RIVER DRIVE SWING BRIDGE RELOCATION MEMORANDUM* OF AGREEMENT *(MOA)
BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION, MIAMI-DADE COUNTY AND THE CITY OF MIAMI

This MEMORANDUM OF AGREEMENT is entered into this _____ day of _____, 2010, by and between the State of Florida Department of Transportation, hereinafter called the DEPARTMENT, Miami-Dade County, a political subdivision of the State of Florida hereinafter called the COUNTY, and the City of Miami, hereinafter called the CITY.

WITNESSETH

WHEREAS the Tamiami Canal / N.W. South River Drive Swing Bridge, a Miami-Dade County owned and operated bridge, (hereinafter "the historic bridge") was determined eligible for inclusion in the National Register of Historic Places (NRHP); and

WHEREAS a Project Development and Environment (PD&E) Study undertaken by the DEPARTMENT has determined that the replacement of the historic bridge is necessary to resolve safety concerns, improve hydraulic conductivity, and meet future traffic demands; and

WHEREAS Federal Highway Administration (FHWA)'s approval of the PD&E Study National Environmental Policy Act (NEPA) document as an Environmental Assessment/Finding of No Significant Impact (EA/FONSI) is contingent upon the successful relocation of the historic bridge, in lieu of demolition; and

WHEREAS, the DEPARTMENT, the COUNTY and the CITY have the common goal of protecting and preserving the historic bridge as a cultural resource; and

WHEREAS maintaining the historic bridge in a visible and accessible location within the Miami River System will benefit the community; and

WHEREAS the historic bridge will be relocated to a site within the Miami River System where it will span the South Fork of the Miami River between the City of Miami's Fern Isle Park located on the south shore and City property recently acquired from the Police Benevolent Association (Folio No. 01 31340760020 – hereinafter "PBA Park") located on the north shore, in the City of Miami; and

WHEREAS the DEPARTMENT has consulted with the FHWA and the State Historic Preservation Officer (SHPO) pursuant to Section 106 of the *National Historic*

Preservation Act (NHPA) of 1966 (Public Law 89-665, as amended), as implemented by 36 CFR Part 800 (Protection of Historic Properties, revised January 2001) (hereinafter referred to as "Section 106") and has made certain commitments to ensure that the proposed relocation will have no adverse effect on the historic bridge; and

WHEREAS relocation of the historic bridge is dependent on the construction of a replacement bridge crossing the Tamiami Canal at N.W. South River Drive; and,

WHEREAS the Department has estimated that the total cost associated with the bridge replacement including relocation/retrofitting is $35,000,000 only part of which is currently funded; and

WHEREAS the COUNTY has $18,000,000 in General Obligation Bonds ("GOB") funding available for the project and this agreement would allow for the approval of a federal NEPA document which would make the project eligible for federal funding.

WHEREAS the DEPARTMENT, the COUNTY and the CITY have undertaken coordination regarding the commitments made to FHWA and SHPO, in accordance with the provisions of Section 106 (hereinafter generally referred to as the Section 106 commitments).

NOW THEREFORE, the COUNTY, the CITY and the DEPARTMENT agree as follows:

ARTICLE 1
INCORPORATION OF "WHEREAS" PROVISIONS

The "whereas" provisions listed above are true, correct, and are incorporated herein by reference.

ARTICLE 2
PURPOSE

The purpose of this MOA is to memorialize the understandings of the DEPARTMENT, the COUNTY and the CITY relative to the relocation of the historic bridge and the Section 106 commitments associated with this relocation.

ARTICLE 3
THE RELOCATION OF THE TAMIAMI CANAL / N.W. SOUTHRIVER DRIVE SWING BRIDGE

3.1 City Responsibilities

a) The City shall provide to the County the site for relocation of the historic bridge, spanning the South Fork of the Miami River between Fern Isle Park and PBA Park (the "Site"). A map of the Site is shown below. The City represents and warrants that it has full ownership and control of the Site and is fully empowered to authorize the placement of the historic bridge on the Site.

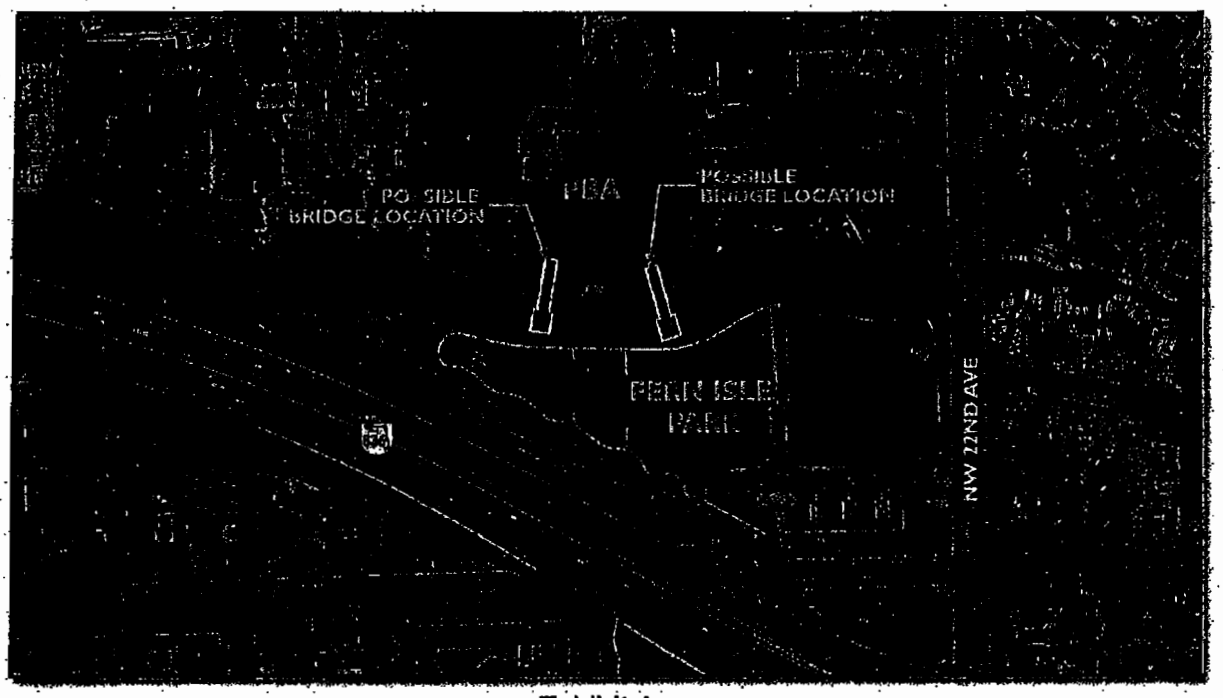

Exhibit A

b) Subject to the limits of Florida Statute 768.28, the City shall assume all future legal and financial responsibility for the bridge and shall provide perpetual maintenance of the historic bridge at the relocation site in a manner that shall preserve its historic character and still convey its engineering importance as a rare example of a Warren pony truss span type bridge, with no requirement that the bridge be operational as long as the functionality and mechanics are visible, maintained and explained at the new location.

c) The City shall not take any action which will impair or hinder the relocation of the historic bridge to the Site. The City shall provide access to the Site for the purpose of surveys, testing and inspection as deemed by the County necessary for the work. The City shall provide to the construction contractor full access to the Site for purposes of the work, including full ingress and egress capabilities, and reasonable staging areas within the park for the construction work.

d) The City shall bear full responsibility for the use and maintenance of the historic bridge following substantial completion of the relocation to the Site.

e) The City shall have no other responsibility related to the relocation of the historic bridge except as shown herein. All City responsibilities are contingent upon an annual appropriation by the City Commission.

3.2 COUNTY RESPONSIBILITIES

a) The COUNTY shall provide a relocation and retrofit plan as part of the design phase. This retrofitting will consist of the removal of the lead paint and other requirements listed herein.

b) The COUNTY shall move the historic bridge from its existing location on N.W. South River Drive and install the historic bridge as a fixed pedestrian bridge in the Site. The COUNTY shall install the historic bridge is such a way that its historic character is not compromised; with the bridge placed on a pivot pier and its mechanisms evident (although it will be fixed) so the bob-tailed swing bridge functionality and method of movement shall be visible and the engineering importance shall be conveyed.

c) The COUNTY shall install the historic bridge in such a way as to meet all safety standards and vehicle loading requirements relevant to its new location, including but not limited to provision of access ramps, railings along the truss members and performance of any necessary modifications of the bridge deck to seal or cover openings satisfying requirements for accessibility by individuals with disabilities under the Americans with Disabilities Act of 1990 (ADA), while maintaining at all times the historic characteristics of the bridge.

d) The COUNTY shall provide archaeological monitoring at both the existing historic bridge site and the proposed relocation site as required for Section 106 compliance, during any subsurface excavation associated with the replacement and relocation of the historic bridge.

e) As determined by a qualified Professional Archaeologist, if any cultural material is identified during the bridge relocation, all work in the immediate area of the discovery shall cease and information regarding the discovery of cultural material shall be forwarded by the COUNTY to SHPO and to the DEPARTMENT for review and comment.

f) With respect to the Site, the COUNTY assumes full responsibility for: (i) unforeseen site conditions, (ii) subsurface or otherwise concealed physical conditions which differ materially from those indicated or assumed in the retrofit construction documents to relocate the historic bridge and (iii) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided in this agreement.

g) The COUNTY shall be responsible for the removal or relocation of man-made obstructions, abandoned foundations, utilities and natural underground obstructions required for the completion of the work.

h) The COUNTY shall be responsible for any site conditions, including environmental conditions, caused, disturbed or exacerbated during the construction work necessary for relocation of the historic bridge.

i) The COUNTY shall be responsible for up to $115,000 for any unforeseen site conditions encountered during the design or construction that result in costs to relocate/retrofit the bridge above the estimate included in Section 3.3, Table 1of this document. In the event that an unforeseen site condition is encountered during the design phase of this project which would result in a project expenditure expected to exceed the $115,000 amount, the City and the County agree to negotiate in good faith an alternate location for the bridge within the parks, or explore other means to reduce the project cost.

3.3 DEPARTMENT RESPONSIBILITIES

a) The DEPARTMENT shall be responsible for ensuring that commitments made in the Environmental Assessment/Finding of No Significant Impact (EA/FONSI) are carried out.

b) The DEPARTMENT shall review the design phase submittals only for overall compliance with the EA/FONSI and in particular, the Section 106 commitments, and any comments shall relate to such compliance.

c) As part of archeological monitoring, the DEPARTMENT and FHWA shall coordinate with the federally-recognized Native American governments, if applicable.

d) The DEPARTMENT shall provide interpretive markers to be placed at the relocation site, on both sides of the historic bridge. The markers shall be low maintenance, etched metal displays with photos depicting the engineering and

historical importance of the Tamiami Bridge and illustrating its former operation as a bob-tailed swing type bridge.

e) The DEPARTMENT shall prepare archival copies of bridge drawings and provide Historic American Building Survey/Historic American Engineering Record (HABS/HAER) Level III documentation to the SHPO, and to the Historical Museum of Southern Florida in Miami.

f) The DEPARTMENT shall use its best efforts to obtain construction documents from the original builders of the historic bridge - Champion Bridge Company.

g) The DEPARTMENT shall be responsible for coordination with SHPO and FHWA.

h) The DEPARTMENT shall coordinate relocation and retrofit funding from the FHWA with the understanding that FHWA funding is available for all costs associated with the relocation of the bridge to its new location and its installation for use as a pedestrian bridge, provided these costs do not exceed the estimated cost of demolition. The cost of demolition has been estimated at $784,500. The estimated relocation costs identified in Table 1 have been reviewed and approved by FHWA as costs which would qualify for funding under this provision.

Table 1 – Estimated Relocation Costs	
Construction Costs	$530,000
Design & CEI Fees (Relocation, Installation and Retrofit)	$103,000
Archeological Monitoring	$14,000
Subtotal	**$647,000**
Contingency (10%) & Mobilization (5%)	$97,050
Total	**$744,050**

ARTICLE 4
FEDERAL FUNDING

The approved National Environmental Policy Act (NEPA) document will allow the County to become eligible to apply for additional Federal funding in connection with replacement of the historic bridge. As such, the County may pursue any additional Federal funding available. If the COUNTY is not able to obtain federal funding to complete the project, this document will not be implemented.

ARTICLE 5
EFFECTIVENESS

This agreement shall be effective upon the date in which the last party executes the same, but the obligations of the Parties shall be expressly subject to the condition subsequent that the County receive approval for the funds which the County, in its discretion, determines to be necessary for the complete replacement of the existing bridge and for the relocation and retrofit of the historic bridge. The Agreement shall expire on the later of the completion of the relocation of the bridge or five years following the execution of the agreement, whereupon all obligations of the parties shall cease, except for the City's obligations to maintain the historic bridge upon relocation, which will survive the termination of the agreement.

If relocation of the historic bridge cannot be carried out, the provisions of this MOA shall be moot, and the DEPARTMENT, FHWA, and SHPO shall reinitiate Section 106 consultation.

ARTICLE 6
AMENDMENTS

This Agreement may be amended in writing for the purpose of revising responsibilities of the parties or for any other purpose mutually agreed upon by all parties.

ARTICLE 7
NOTICES

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

To the DEPARTMENT:

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

To the COUNTY:

Esther L. Calas, P.E.
Director, Public Works Department
Miami-Dade County
111 NW First Street, Suite 1640
Miami, Florida 33128
(305) 375-2960

To the CITY

Alice Bravo, PE
Director, CIP
444 SW 2nd Avenue, Suite 945
Miami, FL 33130-1910

IN WITNESS WHEREOF, the Parties have hereunto executed this instrument for the purpose herein expressed, the day and year first above written.

Attest:

Priscilla A. Thompson
12-9-10

Name Priscilla A. Thompson, CMC, City Clerk
(Print/Type Name)

Julie O. Bru
City Attorney

RBR

CITY OF MIAMI

By: Carlos A. Migoya, City Manager

Gary Reshefsky
Risk Management Director

Attest:

MIAMI-DADE COUNTY
BY ITS BOARD OF
COUNTY COMMISSIONERS

_____

By: County Mayor or County
Mayor's Designee

Name
(Print/Type Name)

LEGAL REVIEW:

_____
Name:
Title:

Attest:

FLORIDA DEPARTMENT OF
TRANSPORTATION

_____

By:
District Six Director of
Transportation Development

Name
(Print/Type Name)

LEGAL REVIEW:

_____
Name:
Title:

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File Number: 10-01292 **Enactment Number: R-10-0526**

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT ("MOA"), IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), MIAMI-DADE COUNTY ("COUNTY") AND THE CITY OF MIAMI ("CITY"), FOR THE RELOCATION OF THE HISTORIC TAMIAMI CANAL/N.W. SOUTH RIVER DRIVE SWING BRIDGE TO FUNCTION ONLY AS A FIXED/STATIC PEDESTRIAN BRIDGE; FURTHER SPECIFYING THE CITY'S FUTURE MAINTENANCE RESPONSIBILITY CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE CITY COMMISSION.

WHEREAS, the Tamiami Canal / N.W. South River Drive Swing Bridge, a Miami-Dade County owned and operated bridge, was determined eligible for inclusion in the National Register of Historic Places ("NRHP"); and

WHEREAS, a Project Development and Environment ("PD&E") Study undertaken by FDOT has determined that the replacement of the historic bridge is necessary to resolve safety concerns, improve hydraulic conductivity, and meet future traffic demands; and

WHEREAS, the Federal Highway Administration's ("FHWA") approval of the PD&E Study National Environmental Policy Act ("NEPA") document as an Environmental Assessment/Finding of No Significant Impact ("EA/FONSI") is contingent upon the successful relocation of the historic bridge, in lieu of demolition; and

WHEREAS, FDOT, the County and the City have the common goal of protecting and preserving the historic bridge as a cultural resource; and

WHEREAS, the historic bridge will be relocated to a site within the Miami River System where it will span the South Fork of the Miami River between the City of Miami's Fern Isle Park located on the south shore and City property recently acquired from the Police Benevolent Association located on the north shore, in the City of Miami; and

WHEREAS, relocation of the historic bridge is dependent on the construction of a replacement bridge crossing the Tamiami Canal at N.W. South River Drive; and

WHEREAS, the County has $18,000,000 in General Obligation Bonds ("GOB") funding available for the project and this agreement would allow for the approval of a federal NEPA document which would make the project eligible for federal funding; and

WHEREAS, the purpose of this MOA is to memorialize the understandings of FDOT, the County and the City relative to the relocation of the historic bridge and Section 106 of the National Historic Preservation Act ("NHPA") commitments associated with this relocation; and

WHEREAS, under the MOA, the historic bridge will function only as a fixed/static pedestrian bridge

and the City will bear full responsibility for the use and maintenance of the historic bridge following substantial completion of the relocation to the new site; and

WHEREAS, all City responsibilities are contingent upon an annual appropriation by the City Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The City Manager is authorized {1} to execute a Memorandum of Agreement, in substantially the attached form, between the Florida Department of Transportation, Miami-Dade County and the City of Miami, for the relocation of the historic Tamiami Canal/N.W. South River Drive Swing Bridge.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.{2}

Date:	**NOVEMBER 18, 2010**
Mover:	**COMMISSIONER GORT**
Seconder:	**COMMISSIONER DUNN II**
Vote:	**AYES: 4 - COMMISSIONER(S) GORT, SARNOFF, CAROLLO AND DUNN II** **ABSENT: 1 - COMMISSIONER(S) SUAREZ**
Action:	**ADOPTED**
Date:	**NOVEMBER 24, 2010**
Action:	**SIGNED BY THE MAYOR**

I, Priscilla A. Thompson, City Clerk of the City of Miami, Florida, and keeper of the records thereof, do hereby certify that this constitutes a true and correct copy of Resolution No. R-10-0526, with attachments, passed by the City Commission on 11/18/2010.

N. Swa

City Clerk, Deputy Clerk (for P. A. Thompson, City Clerk)

December 13, 2010

Date Certified

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

TAMIAMI CANAL / N.W. SOUTH RIVER DRIVE SWING BRIDGE RELOCATION MEMORANDUM* OF AGREEMENT *(MOA)
BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION, MIAMI-DADE COUNTY AND THE CITY OF MIAMI

This MEMORANDUM OF AGREEMENT is entered into this _____ day of _____, 2010, by and between the State of Florida Department of Transportation, hereinafter called the DEPARTMENT, Miami-Dade County, a political subdivision of the State of Florida hereinafter called the COUNTY, and the City of Miami, hereinafter called the CITY.

WITNESSETH

WHEREAS the Tamiami Canal / N.W. South River Drive Swing Bridge, a Miami-Dade County owned and operated bridge, (hereinafter "the historic bridge") was determined eligible for inclusion in the National Register of Historic Places (NRHP); and

WHEREAS a Project Development and Environment (PD&E) Study undertaken by the DEPARTMENT has determined that the replacement of the historic bridge is necessary to resolve safety concerns, improve hydraulic conductivity, and meet future traffic demands; and

WHEREAS Federal Highway Administration (FHWA)'s approval of the PD&E Study National Environmental Policy Act (NEPA) document as an Environmental Assessment/Finding of No Significant Impact (EA/FONSI) is contingent upon the successful relocation of the historic bridge, in lieu of demolition; and

WHEREAS, the DEPARTMENT, the COUNTY and the CITY have the common goal of protecting and preserving the historic bridge as a cultural resource; and

WHEREAS maintaining the historic bridge in a visible and accessible location within the Miami River System will benefit the community; and

WHEREAS the historic bridge will be relocated to a site within the Miami River System where it will span the South Fork of the Miami River between the City of Miami's Fern Isle Park located on the south shore and City property recently acquired from the Police Benevolent Association (Folio No. 01 31340760020 – hereinafter "PBA Park") located on the north shore, in the City of Miami; and

WHEREAS the DEPARTMENT has consulted with the FHWA and the State Historic Preservation Officer (SHPO) pursuant to Section 106 of the *National Historic*

Preservation Act (NHPA) of 1966 (Public Law 89-665, as amended), as implemented by 36 CFR Part 800 (Protection of Historic Properties, revised January 2001) (hereinafter referred to as "Section 106") and has made certain commitments to ensure that the proposed relocation will have no adverse effect on the historic bridge; and

WHEREAS relocation of the historic bridge is dependent on the construction of a replacement bridge crossing the Tamiami Canal at N.W. South River Drive; and,

WHEREAS the Department has estimated that the total cost associated with the bridge replacement including relocation/retrofitting is $35,000,000 only part of which is currently funded; and

WHEREAS the COUNTY has $18,000,000 in General Obligation Bonds ("GOB") funding available for the project and this agreement would allow for the approval of a federal NEPA document which would make the project eligible for federal funding.

WHEREAS the DEPARTMENT, the COUNTY and the CITY have undertaken coordination regarding the commitments made to FHWA and SHPO, in accordance with the provisions of Section 106 (hereinafter generally referred to as the Section 106 commitments).

NOW THEREFORE, the COUNTY, the CITY and the DEPARTMENT agree as follows:

ARTICLE 1
INCORPORATION OF "WHEREAS" PROVISIONS

The "whereas" provisions listed above are true, correct, and are incorporated herein by reference.

ARTICLE 2
PURPOSE

The purpose of this MOA is to memorialize the understandings of the DEPARTMENT, the COUNTY and the CITY relative to the relocation of the historic bridge and the Section 106 commitments associated with this relocation.

ARTICLE 3
THE RELOCATION OF THE TAMIAMI CANAL / N.W. SOUTHRIVER DRIVE SWING BRIDGE

3.1 City Responsibilities

a) The City shall provide to the County the site for relocation of the historic bridge, spanning the South Fork of the Miami River between Fern Isle Park and PBA Park (the "Site"). A map of the Site is shown below. The City represents and warrants that it has full ownership and control of the Site and is fully empowered to authorize the placement of the historic bridge on the Site.

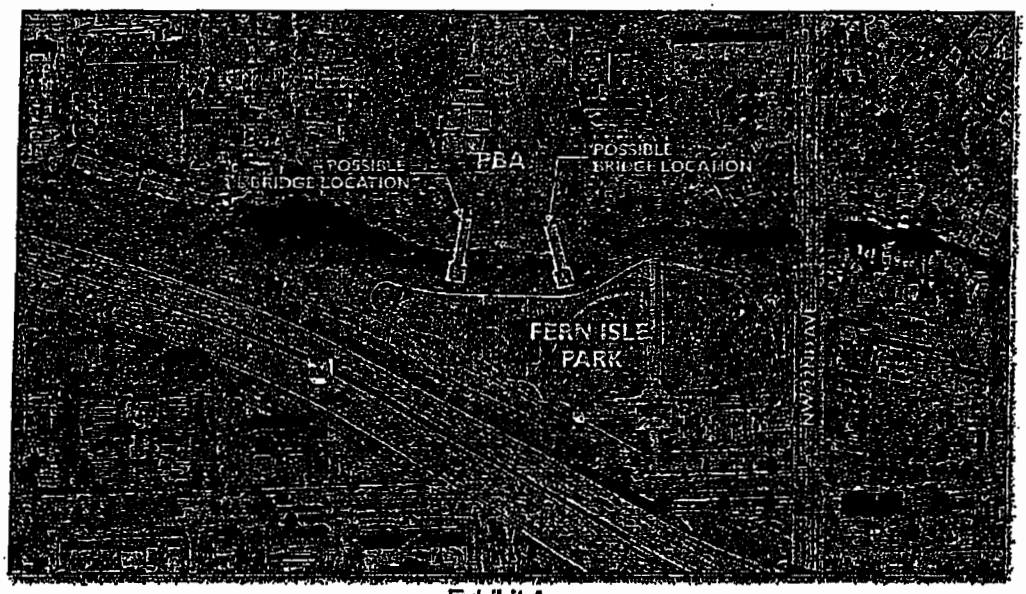

Exhibit A

b) Subject to the limits of Florida Statute 768.28, the City shall assume all future legal and financial responsibility for the bridge and shall provide perpetual maintenance of the historic bridge at the relocation site in a manner that shall preserve its historic character and still convey its engineering importance as a rare example of a Warren pony truss span type bridge, with no requirement that the bridge be operational as long as the functionality and mechanics are visible, maintained and explained at the new location.

c) The City shall not take any action which will impair or hinder the relocation of the historic bridge to the Site. The City shall provide access to the Site for the purpose of surveys, testing and inspection as deemed by the County necessary for the work. The City shall provide to the construction contractor full access to the Site for purposes of the work, including full ingress and egress capabilities, and reasonable staging areas within the park for the construction work.

d) The City shall bear full responsibility for the use and maintenance of the historic bridge following substantial completion of the relocation to the Site.

e) The City shall have no other responsibility related to the relocation of the historic bridge except as shown herein. All City responsibilities are contingent upon an annual appropriation by the City Commission.

3.2 COUNTY RESPONSIBILITIES

a) The COUNTY shall provide a relocation and retrofit plan as part of the design phase. This retrofitting will consist of the removal of the lead paint and other requirements listed herein.

b) The COUNTY shall move the historic bridge from its existing location on N.W. South River Drive and install the historic bridge as a fixed pedestrian bridge in the Site. The COUNTY shall install the historic bridge is such a way that its historic character is not compromised; with the bridge placed on a pivot pier and its mechanisms evident (although it will be fixed) so the bob-tailed swing bridge functionality and method of movement shall be visible and the engineering importance shall be conveyed.

c) The COUNTY shall install the historic bridge in such a way as to meet all safety standards and vehicle loading requirements relevant to its new location, including but not limited to provision of access ramps, railings along the truss members and performance of any necessary modifications of the bridge deck to seal or cover openings satisfying requirements for accessibility by individuals with disabilities under the Americans with Disabilities Act of 1990 (ADA), while maintaining at all times the historic characteristics of the bridge.

d) The COUNTY shall provide archaeological monitoring at both the existing historic bridge site and the proposed relocation site as required for Section 106 compliance, during any subsurface excavation associated with the replacement and relocation of the historic bridge.

e) As determined by a qualified Professional Archaeologist, if any cultural material is identified during the bridge relocation, all work in the immediate area of the discovery shall cease and information regarding the discovery of cultural material shall be forwarded by the COUNTY to SHPO and to the DEPARTMENT for review and comment.

f) With respect to the Site, the COUNTY assumes full responsibility for: (i) unforeseen site conditions, (ii) subsurface or otherwise concealed physical conditions which differ materially from those indicated or assumed in the retrofit construction documents to relocate the historic bridge and (iii) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided in this agreement.

g) The COUNTY shall be responsible for the removal or relocation of man-made obstructions, abandoned foundations, utilities and natural underground obstructions required for the completion of the work.

h) The COUNTY shall be responsible for any site conditions, including environmental conditions, caused, disturbed or exacerbated during the construction work necessary for relocation of the historic bridge.

i) The COUNTY shall be responsible for up to $115,000 for any unforeseen site conditions encountered during the design or construction that result in costs to relocate/retrofit the bridge above the estimate included in Section 3.3, Table 1of this document. In the event that an unforeseen site condition is encountered during the design phase of this project which would result in a project expenditure expected to exceed the $115,000 amount, the City and the County agree to negotiate in good faith an alternate location for the bridge within the parks, or explore other means to reduce the project cost.

3.3 DEPARTMENT RESPONSIBILITIES

a) The DEPARTMENT shall be responsible for ensuring that commitments made in the Environmental Assessment/Finding of No Significant Impact (EA/FONSI) are carried out.

b) The DEPARTMENT shall review the design phase submittals only for overall compliance with the EA/FONSI and in particular, the Section 106 commitments, and any comments shall relate to such compliance.

c) As part of archeological monitoring, the DEPARTMENT and FHWA shall coordinate with the federally-recognized Native American governments, if applicable.

d) The DEPARTMENT shall provide interpretive markers to be placed at the relocation site, on both sides of the historic bridge. The markers shall be low maintenance, etched metal displays with photos depicting the engineering and

historical importance of the Tamiami Bridge and illustrating its former operation as a bob-tailed swing type bridge.

e) The DEPARTMENT shall prepare archival copies of bridge drawings and provide Historic American Building Survey/Historic American Engineering Record (HABS/HAER) Level III documentation to the SHPO, and to the Historical Museum of Southern Florida in Miami.

f) The DEPARTMENT shall use its best efforts to obtain construction documents from the original builders of the historic bridge - Champion Bridge Company.

g) The DEPARTMENT shall be responsible for coordination with SHPO and FHWA.

h) The DEPARTMENT shall coordinate relocation and retrofit funding from the FHWA with the understanding that FHWA funding is available for all costs associated with the relocation of the bridge to its new location and its installation for use as a pedestrian bridge, provided these costs do not exceed the estimated cost of demolition. The cost of demolition has been estimated at $784,500. The estimated relocation costs identified in Table 1 have been reviewed and approved by FHWA as costs which would qualify for funding under this provision.

Table 1 – Estimated Relocation Costs	
Construction Costs	$530,000
Design & CEI Fees (Relocation, Installation and Retrofit)	$103,000
Archeological Monitoring	$14,000
Subtotal	**$647,000**
Contingency (10%) & Mobilization (5%)	$97,050
Total	**$744,050**

ARTICLE 4
FEDERAL FUNDING

The approved National Environmental Policy Act (NEPA) document will allow the County to become eligible to apply for additional Federal funding in connection with replacement of the historic bridge. As such, the County may pursue any additional Federal funding available. If the COUNTY is not able to obtain federal funding to complete the project, this document will not be implemented.

ARTICLE 5
EFFECTIVENESS

This agreement shall be effective upon the date in which the last party executes the same, but the obligations of the Parties shall be expressly subject to the condition subsequent that the County receive approval for the funds which the County, in its discretion, determines to be necessary for the complete replacement of the existing bridge and for the relocation and retrofit of the historic bridge. The Agreement shall expire on the later of the completion of the relocation of the bridge or five years following the execution of the agreement, whereupon all obligations of the parties shall cease, except for the City's obligations to maintain the historic bridge upon relocation, which will survive the termination of the agreement.

If relocation of the historic bridge cannot be carried out, the provisions of this MOA shall be moot, and the DEPARTMENT, FHWA, and SHPO shall reinitiate Section 106 consultation.

ARTICLE 6
AMENDMENTS

This Agreement may be amended in writing for the purpose of revising responsibilities of the parties or for any other purpose mutually agreed upon by all parties.

ARTICLE 7
NOTICES

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