

MEMORANDUM

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Agenda Item No. 3(E)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: September 10, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a
Memorandum of Agreement
between Miami-Dade County
and Florida Department of
Transportation for the Bear Cut
Bridge over the Biscayne Bay
Project Development and
Environment study; authorizing
the County Mayor to execute the
agreement, and to exercise the
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 Raquel A. Regalado.



Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001

Memorandum



Date: October 6, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Memorandum of Agreement with the Florida Department of Transportation (FDOT) Regarding the Bear Cut Bridge Over the Biscayne Bay Major Project

Executive Summary

This item seeks approval of a Memorandum of Agreement between the Florida Department of Transportation (FDOT) and Miami-Dade County to formalize the County's obligation to conduct a Project Development and Environment (PD&E) Study for the Bear Cut Bridge Major Project in accordance with the National Environmental Policy Act (NEPA). Approval of this agreement is required to secure NEPA approval and maintain eligibility for future federal funding.

Under the agreement, the Department of Transportation and Public Works (DTPW) will conduct the PD&E Study consistent with federal environmental requirements, and FDOT, as the lead federal agency, will provide oversight, technical guidance and support. The agreement further provides that DTPW will track, implement and uphold all commitments made in the final NEPA document and through any required NEPA re-evaluations prior to advancing the project to construction.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to: (1) execute the Memorandum of Agreement with FDOT for the Bear Cut Bridge PD&E Study; (2) exercise all provisions contained therein; and (3) perform all actions necessary to implement the commitments set forth in the final NEPA document and subsequent re-evaluations.

Scope

The Bear Cut Bridge Project is located within Commission District 7, represented by Commissioner Raquel A. Regalado.

Delegation of Authority

This item delegates authority to the County Mayor or County Mayor's designee to execute the Memorandum of Agreement and to perform all acts necessary to effectuate same, including procuring all necessary approvals and signatures to implement the commitments contained in the final NEPA document and subsequent re-evaluations, consistent with those authorities granted under the County Code.

Fiscal Impact/Funding Source

There is no immediate fiscal impact resulting from execution of the Memorandum of Agreement. The PD&E Study is fully funded with Rickenbacker Causeway Toll Revenues.

The agreement anticipates that DTPW will be responsible for future implementation of project commitments identified through the NEPA process. The fiscal impact of those commitments cannot be determined at this time and will be defined upon completion of the PD&E Study and subsequent NEPA re-evaluations.

Track Record/Monitor

DTPW's Highway Bridge Engineering Manager, Ryan Fisher, P.E., will oversee implementation of this agreement and the PD&E Study.

Background

Bear Cut Bridge (Bridge No. 874544) is a critical infrastructure asset providing the sole vehicular access between the mainland and Key Biscayne via the Rickenbacker Causeway. Constructed in 1944 and subsequently widened in 1983 and 2013, the bridge has experienced continual deterioration due to age, coastal conditions and high traffic volumes. It is currently classified as functionally obsolete, requiring frequent significant repairs to maintain safe operations and mobility.

The Rickenbacker Causeway is a primary connection to I-95 and U.S. 1, serving residents, workers, recreational users and emergency response operations. The corridor also supports multi-modal transportation, including designated bicycle lanes and shared-use paths that are heavily utilized for recreation and commuting. As such, the need for enhanced safety, durability and resiliency for all travel modes is a key component of the project development process.

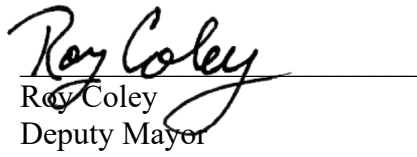
The County, in coordination with FDOT, will conduct a PD&E Study to evaluate the rehabilitation or replacement of Bear Cut Bridge and assess reasonable alternatives within the existing transportation corridor. The Study will be conducted consistent with NEPA, the FDOT PD&E Manual, and all applicable federal and state environmental requirements. The process will identify environmental, engineering and community considerations; obtain stakeholder and agency feedback; and document required project commitments in the final NEPA document.

Under 23 U.S.C. § 327 and the May 26, 2022 Memorandum of Understanding between FDOT and the Federal Highway Administration, FDOT's Office of Environmental Management serves as the lead federal agency responsible for NEPA review and approval. As part of this role, FDOT requires execution of the agreement to memorialize the County's obligation to implement all NEPA commitments necessary to advance the project through design and into construction.

Execution of this agreement is essential to: (1) maintain eligibility for future federal funding; (2) establish the required federal environmental oversight structure; and (3) affirm the County's responsibility for implementing environmental commitments throughout project

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
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development and delivery.


Roy Coley
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 6, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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**
- _____ **Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) 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.

RESOLUTION NO. _____

RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE BEAR CUT BRIDGE OVER THE BISCAYNE BAY PROJECT DEVELOPMENT AND ENVIRONMENT STUDY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT, AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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 and adopted herein.

Section 2. This Board approves the Memorandum of Agreement between Miami-Dade County and the Florida Department of Transportation for the Project Development and Environment (PD&E) Study for the Bear Cut Bridge over Biscayne Bay Major Bridge Project (the "Project"), in substantially the form attached hereto, and authorizes the County Mayor or County Mayor's designee to execute the agreement, exercise all rights conferred therein, and perform all acts necessary to effectuate same, including procuring all necessary approvals and signatures to implement the commitments contained in the final National Environmental Policy Act (NEPA) document and subsequent re-evaluations for the Project.

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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2026. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Annery Pulgar Alfonso
Bruce Libhaber

**MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION AND MIAMI-DADE COUNTY REGARDING
THE BEAR CUT BRIDGE OVER THE BISCAYNE BAY MAJOR PROJECT**

THIS MEMORANDUM OF AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 20__ (the “Effective Date”), by and between the State of Florida, Department of Transportation (“DEPARTMENT”), and Miami-Dade County (“COUNTY”), each individually referred to herein as a “Party”, and collectively as the “Parties”.

WHEREAS, the purpose of this Agreement is to affirm the understanding between the DEPARTMENT and the COUNTY regarding implementation of the COUNTY Project Number E22-DTPW-03, FDOT Financial Project Identification Number to be assigned by FDOT upon funding the project, and Efficient Transportation Decision Making (ETDM) Number 14590, in Miami-Dade County, Florida (“PROJECT”); and

WHEREAS, the Bear Cut Bridge (874544) (hereafter the “Bridge”) is owned and maintained by the COUNTY; and

WHEREAS, the Bridge is functionally structurally deficient and as of June 22, 2023 has a sufficiency rating of 68 and while safe for vehicular traffic needs to be improved; and

WHEREAS, the Bridge needs to be rehabilitated, repaired, or replaced in order to address its structural deficiency; and

WHEREAS, the COUNTY, in coordination with the DEPARTMENT, will complete a National Environmental Policy Act (“NEPA”) / Project Development and Environment (“PD&E”) Study for the PROJECT to consider a range of reasonable Bridge PROJECT alternatives, and ultimately propose a Preferred Alternative, that is acceptable from an engineering and operational standpoint; and

WHEREAS, the PD&E Study will be conducted by the COUNTY in accordance with the DEPARTMENT's PD&E Manual with support and technical assistance from the DEPARTMENT, concluding in a final NEPA document for the PROJECT; i.e., Type 2 Categorical Exclusion, Environmental Assessment or Environmental Impact Statement; and

WHEREAS, the PD&E Study for the PROJECT will contain COUNTY commitments necessary to address resource agencies and other stakeholder-identified issues in future phases of PROJECT delivery in compliance with NEPA and associated state and federal laws; and

WHEREAS, pursuant to 23 U.S.C. § 327 and a Memorandum of Understanding dated May 26, 2022, and executed by the DEPARTMENT and the Federal Highway Administration (FHWA), the DEPARTMENT's Office of Environmental Management is responsible for the environmental review, consultation, and other actions required by applicable federal environmental laws for the NEPA approval for this PROJECT; and

WHEREAS, the DEPARTMENT and the COUNTY are entering into this Agreement to memorialize the COUNTY's obligation to implement the COUNTY's commitments as contained in the final NEPA document for the PROJECT approved by the DEPARTMENT, (hereinafter the "Approved NEPA Document"),

NOW, THEREFORE, BE IT RESOLVED THAT the DEPARTMENT and the COUNTY agree as follows:

- 1 The above-stated recitals are true and correct, and incorporated herein.
- 2 In advancing the PROJECT, the COUNTY will conduct a PD&E Study consistent with the DEPARTMENT's PD&E Manual and related state and federal laws. The COUNTY will document all the COUNTY's commitments related to the PROJECT within the final NEPA document and will ensure the appropriate tracking and implementation of the COUNTY's commitments throughout all phases of the PROJECT upon the DEPARTMENT's approval of the NEPA document.
- 3 Prior to the COUNTY advancing the PROJECT to construction, the COUNTY shall complete a NEPA re-evaluation to confirm the validity of the PROJECT findings, as well as to update any changes in existing conditions, applicable laws and/or COUNTY commitments. The COUNTY will prepare all NEPA re-evaluations necessary to advance the PROJECT, as required by 23 C.F.R. §771.129 and the DEPARTMENT'S PD&E Manual, Effective July 1, 2023, as may be subsequently amended, and the COUNTY will coordinate these NEPA re-evaluations with the DEPARTMENT.
- 4 The COUNTY shall further be obligated to perform or cause to be performed any new PROJECT commitments that may arise from public involvement or agency coordination subsequent to the Approved NEPA Document and/or that may be identified in the PROJECT's NEPA re-evaluations.
- 5 The COUNTY shall comply or shall cause the compliance with all federal and state law requirements applicable to the development of the PROJECT, including, but not limited to, requirements pertaining to Final Design, NEPA re-evaluations, Design Changes, Permitting, and Right-of-Way Acquisition.

- 6 This Agreement constitutes the entire agreement between the Parties and this Agreement may be amended when such an amendment is agreed to in writing by all Parties. The DEPARTMENT and the COUNTY may hereafter enter into future agreement(s) concerning the PROJECT that may amend the terms of this Agreement, but no such amendment shall modify the COUNTY's obligation to perform the PROJECT commitments unless such commitments are modified and/or released by the affected stakeholders in writing or changes in law. Such agreement(s) shall refer to this Agreement, and specifically state an intention to modify identified terms of this Agreement.
- 7 This Agreement will become effective on the Effective Date. This Agreement may be executed in counterparts, and when taken together, the same shall constitute a binding agreement on all Parties. A photocopy or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as an original.
- 8 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors, permitted assigns, heirs and legal representatives; provided, however that this Agreement may not be assigned by either Party without the express written consent of the other Party.
- 9 This Agreement is governed by and shall be interpreted and enforced under the laws of the State of Florida. Venue for any actions or suits arising from or related to this Agreement shall be in the Circuit Courts of Leon County, Florida.

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

MIAMI-DADE COUNTY

By:

Name: _____

Title:

Date:

Attest:

Name: _____

Title: County Clerk

Approved as to form and legality:

By:

Name: _____

Title: County Attorney

**STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION**

By:

Name: _____

Title:

Date:

Department Legal Review:

Office of General Counsel