

MEMORANDUM

Agenda Item No. 8(H)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: April 2, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a Memorandum of Understanding between Miami-Dade County and the Florida Department of Transportation for FDOT to design and construct, for the County, three pedestrian bridges along the Ludlam Trail, at SW 40th Street, SW 8th Street, and Flagler Street in the amount of \$50,746,498.00; authorizing the County Mayor to execute same and exercise all provisions contained therein

Resolution No. R-252-24

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Kevin Marino Cabrera.


Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: April 2, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Memorandum of Understanding Between Miami-Dade County and The Florida Department of Transportation for the design and construction of pedestrian bridges along the Ludlam Trail

Executive Summary

The purpose of this item is to gain approval by the Board of County Commissioners (Board) to approve a Memorandum of Understanding (MOU) between Miami-Dade County and the Florida Department of Transportation (FDOT) for the design and construction of three pedestrian bridges within the Ludlam Trail corridor (the Project). FDOT will design and construct three pedestrian bridges over FDOT Roadways at Flagler Street, SW 8th Street, and SW 40th Street for crossing of the Ludlam Trail over these high-traffic thoroughfares. In accordance with the MOU, the County will fund the Project, estimated at \$50,746,498.00; of which \$12,066,997.00 will be administered by FDOT through grants and appropriations.

Recommendation

It is recommended that the Board approve the attached resolution authorizing execution of a MOU between Miami-Dade County and FDOT for the design and construction of three pedestrian bridges along the Ludlam Trail over FDOT Roadways at Flagler Street, SW 8th Street, and SW 40th Street; authorizing the mayor or mayor's designee to execute same and exercise all provisions contained therein.

Scope

The Project roadways are generally located along the Ludlam Trail, at Flagler Street, SW 8th Street, and SW 40th Street, between SW 69th and SW 70th Avenues. These properties are located within County Commission District 6, represented by Commissioner Kevin Marino Cabrera.

Delegated Authority

The County Mayor or County Mayor's designee shall have the authority to execute the Memorandum of Understanding and exercise all rights therein.

Fiscal Impact/Funding Source

Miami-Dade County will fund the design and construction of the three bridges. The estimated cost is \$50,746,498.00. Funding sources include:

- \$2,000,000.00 in Capital Asset Series 2020C Bonds, (Project CPR000000071141)
- \$2,048,000.00 in Road Impact Fees (RIF), including \$1,374,000 from RIF 1 (CI001; and \$674,000 from RIF 2 (CI002), (Project CPR000000071141)
- \$30,481,501.00 in Future Financing, (Project CPR000000071141)

- \$4,150,000.00 in General Fund/ Miami-Dade Rescue Plan, (Project CPR000003004672)
- \$12,066,997.00 will be funded by FDOT via grants and appropriations previously awarded to the County

Track Record/Monitor

Joe Cornely, Assistant Director of the Parks, Recreation and Open Spaces Department Planning, Design and Construction Excellence Division will oversee the execution of the agreement and will monitor the completion of design and construction of the Project.

Background

Ludlam Trail is an approximately 5.6-mile greenway corridor that is approximately 100 feet wide, extending from SW 80th Street to approximately 400 feet north of NW 7th Street, between 69th and 70th Avenues. The Ludlam Trail is envisioned to be a publicly accessible continuous greenway trail for pedestrians, joggers, and non-motorized transportation and recreation uses. The Ludlam Trail crosses over the following State roads: SR 986/Flagler Street, SR 90/SW 8th Street/Tamiami Trail SR, and 976/SW 40th Street/Bird Road ("FDOT Roadways").

The County and FDOT are partnering for FDOT to administer the design, construction, and construction inspection of the bridges over the FDOT Roadways (the "Project"), in support of the development of the Ludlam Trail. A design criteria package was developed by the County, which shall be used by FDOT as the basis for design and construction of the bridges. FDOT will design and construct the pedestrian bridges in accordance with all applicable federal and state laws and regulations and in accordance with FDOT design and construction standards. The County shall perform all maintenance of the Project after construction of the Project is completed.

The County will fund the Project, estimated at \$50,746,498.00; of which \$12,066,997.00 will be administered by FDOT through grants and appropriations. FDOT will program the design of the pedestrian bridges in State fiscal year 2024 (July 1, 2023 thru June 30, 2024) and commence construction of the Project in State fiscal year 2027 (July 1, 2026 thru June 30, 2027).

The County and FDOT are working towards drafting and finalizing a Locally Funded Agreement and Maintenance Memorandum of Agreement that will set forth in greater detail, the Parties respective rights and obligations regarding the Project. This MOU sets forth the framework for those negotiations. Any future agreement(s) between the Parties are subject to approval by the County and FDOT.

Attachments



Jimmy Morales
Chief Operations Officer

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING FOR THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND MIAMI-DADE COUNTY

LUDLAM TRAIL PEDESTRIAN BRIDGES – DESIGN AND CONSTRUCTION

This Memorandum of Understanding (the “MOU”) is entered into this _____ day of _____, 2023 (“Effective Date”), by and between the **State of Florida Department of Transportation**, an agency of the State of Florida (hereinafter called (“**FDOT**”) and **Miami-Dade County**, a political subdivision of the State of Florida, hereinafter referred to as the (“**COUNTY**”), each referred to herein as, a “Party”, and collectively, the “Parties”.

For and in consideration of the mutual agreements hereinafter contained, FDOT agrees to administer on behalf of the COUNTY the development of above-grade pedestrian crossings over certain FDOT Roadways (as defined below) located on the Ludlam Trail with the collaboration and financial support of the COUNTY.

RECITALS

WHEREAS, the Ludlam Trail is an approximately 5.6-mile segment of the former Florida East Coast Railway South Little River Branch spurline that is generally 100 feet wide and extends from SW 80th Street to approximately 400 feet north of NW 7th Street and generally along theoretical NW/SW 69th Avenue (“Ludlam Trail”); and

WHEREAS, the County has fee simple ownership of and easement interests in the Ludlam Trail corridor, as managed and operated by the Miami-Dade County Parks, Recreation and Open Spaces Department (“PROS”); and

WHEREAS, the Ludlam Trail crosses over the following State roads: SR 976/SW 40th Street/Bird Road, SR 986/Flagler Street, and SR 90/SW 8th Street/Tamiami Trail (“FDOT Roadways”); and

WHEREAS, the COUNTY is currently in the process of designing, developing and constructing a publicly accessible continuous trail and path along and through Ludlam Trail for pedestrian and non-motorized transportation uses; and

WHEREAS, the COUNTY has proposed, and FDOT has agreed, to have FDOT administer all aspects of the above-grade crossings over the FDOT Roadways (the “Project”), including design, construction, construction inspection, and maintenance during construction, for the COUNTY in support of the development of the Ludlam Trail; and

WHEREAS, the Ludlam Trail limits are shown by a location map, attached hereto as Exhibit "A", and incorporated herein by reference; and

WHEREAS, the Parties further agree that it is in the best interest of each Party to enter into this MOU in order to allow FDOT to administer on behalf of the COUNTY the development of the Project, understanding that they will coordinate closely and frequently consult with each other and facilitate the timely completion of the Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other good and valuable consideration, the Parties incorporate herein to the agreement all the above WHEREAS clauses and agree to the following terms and conditions:

1. **Purpose.** The purpose of this MOU is to evidence the Parties' intentions to collaborate with each other with respect to the design, development and construction and funding of the Project. The Parties are working towards drafting and finalizing a Locally Funded Agreement ("LFA") that will set forth in greater details, and will bind, the Parties to their respective rights and obligations regarding the Project and this MOU sets forth the framework for those negotiations. Any future agreement(s) between the Parties will be subject to the requirements of any applicable law and subject to the approval of the COUNTY and FDOT in each of their discretions.
2. **Term.** The term of this MOU shall commence on the Effective Date, and shall terminate upon the execution of the LFA, or by mutual agreement of the Parties.
3. **Project Description.** The Project consists of designing and constructing pedestrian bridges over FDOT Roadways in accordance with Exhibit "B", a Design Criteria Package developed by the County, which exhibit is incorporated herein by reference and which shall be used by FDOT as the basis for design and construction. It is the intent of the Parties to design and construct the pedestrian bridges in accordance with all applicable federal and state laws and regulations and in accordance with FDOT design and construction standards.
4. **FDOT's Responsibilities.**
 - a. All FDOT responsibilities set forth herein are conditional upon the Parties entering into an LFA and Maintenance Memorandum of Agreement ("MMOA") in accordance with the terms of this MOU.
 - b. FDOT agrees to administer on behalf of the COUNTY the design and construction of the Project.
 - c. FDOT shall provide the COUNTY with an opportunity to review and comment on the design and construction documents as follows:

- (i) **Design** – the COUNTY may review and comment on the design documents at program, schematic design phase, design development for construction documents; 30%, 60%, 90% and 100%. At the 30% design, Art in Public Places (AIPP) and Value Engineering Analysis (VE) shall be engaged to comply with County ordinance.
 - (ii) **Construction** – the COUNTY may review and comment on the bid documents, bids, and change orders.
- d. FDOT will program the design of the pedestrian bridges in State fiscal year 2024 (July 1, 2023 thru June 30, 2024) and commence construction of the Project in State fiscal year 2027 (July 1, 2026 thru June 30, 2027.)
- e. FDOT shall provide the COUNTY all final construction documents and as-builts, shop drawings, maintenance specifications and warranties upon final completion of the Project.
- f. FDOT agrees to administer the identification and relocation of utilities that are required for the completion of the Project in accordance with FDOT’s guidelines, standards, and procedures.
- g. FDOT will administer the completion of any environmental remediation required for the completion of the Project, in coordination with PROS and the County’s Division of Environmental Resource Management (“DERM”).

5. COUNTY’s Responsibilities.

- a. The COUNTY agrees that it shall furnish to FDOT any plans and/or other data available in the COUNTY files pertaining to the Project.
- b. It is understood and agreed that the COUNTY agrees to fully fund the construction related phases of the Project (see Exhibit “C” for funding participation) pursuant to the LFA that will be executed on or before September 17, 2024 , in conformity with the agreed cost estimate, attached hereto as Exhibit “C.” This includes funds administered by FDOT via grants and appropriations, totaling \$12,066,997 which have been reallocated and reprogramed by FDOT for the design and construction of the Project. The COUNTY shall be responsible for all Project costs, including but not limited to, utility relocations, environmental remediations (including analysis and additional construction costs incurred because of any contaminated soils in construction areas), construction, inspections, and any cost overruns incurred during the design and/or construction phases of the Project.

- c. The COUNTY already possesses, or will acquire and fully fund the acquisition of sufficient legal right, title, and interest in all the necessary right-of-way property needed for the Project's construction along the Ludlam Trail, including, but not limited to, all necessary temporary and permanent easements and the space above and below the area needed, within 30 days after the 30% design plans submittal date, or May 22, 2024.
 - d. The COUNTY commits to align its construction schedule for the at-grade portions of the Ludlam Trail to ensure the above-grade crossings and connecting trail portions meet contemporaneously.
 - e. The COUNTY shall pay all utility reimbursement costs and expenses related to all compensable utility relocations required for completion of the Project in accordance with Florida law, including, but not limited to, section 337.403, Florida Statutes. In no event will FDOT be liable or responsible for any costs or expenses related to any utility relocation related to the Project. FDOT will lead, and the COUNTY shall support FDOT, in obtaining relocation commitments with regards to any utility relocations in COUNTY right-of-way.
6. **Maintenance.** The COUNTY shall perform all maintenance of the Project after construction of the Project is completed. On or before 90% Project plans submittal, the Parties shall enter into an MMOA that will set forth in detail the obligations regarding maintenance of the Project.
7. **Execution.** This MOU 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 MOU and any signatory hereon shall be considered for all purposes as an original.
8. **Assignments.** This MOU 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 MOU may not be assigned by either Party without the express written consent of the other Party.
9. **Time is of the essence.** The Parties agree that time is of the essence with respect to the Project. Time is expressly made of the essence with respect to the COUNTY's commitment to locally fund the costs of design overruns and construction related phases of the Project. The COUNTY shall commit 50% of local funds for the Project by October 10, 2025 and 50% March 9, 2026.

IN WITNESS WHEREOF the parties have attached their hands and seals this _____ day of _____, 20____.

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

COUNTY OF MIAMI-DADE

By: _____

Name: Stacy L. Miller, P.E.

Title: District 6 Secretary

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality:

Department Legal Review:

By: _____

Name: _____

COUNTY of Miami-Dade Legal Review:

By: _____

Name: _____

Exhibit "A"

Location of Pedestrian Overpass Bridges within the Ludlam Trail to be Designed and Constructed by FDOT per the Memorandum of Understanding for the State of Florida Department of Transportation and the County of Miami-Dade

Legend

-  Pedestrian overpass bridge location
-  Ludlam Trail extents
-  County Parks
-  Municipal Parks
-  Schools
-  Canals



**PARKS, RECREATION
AND OPEN SPACES**

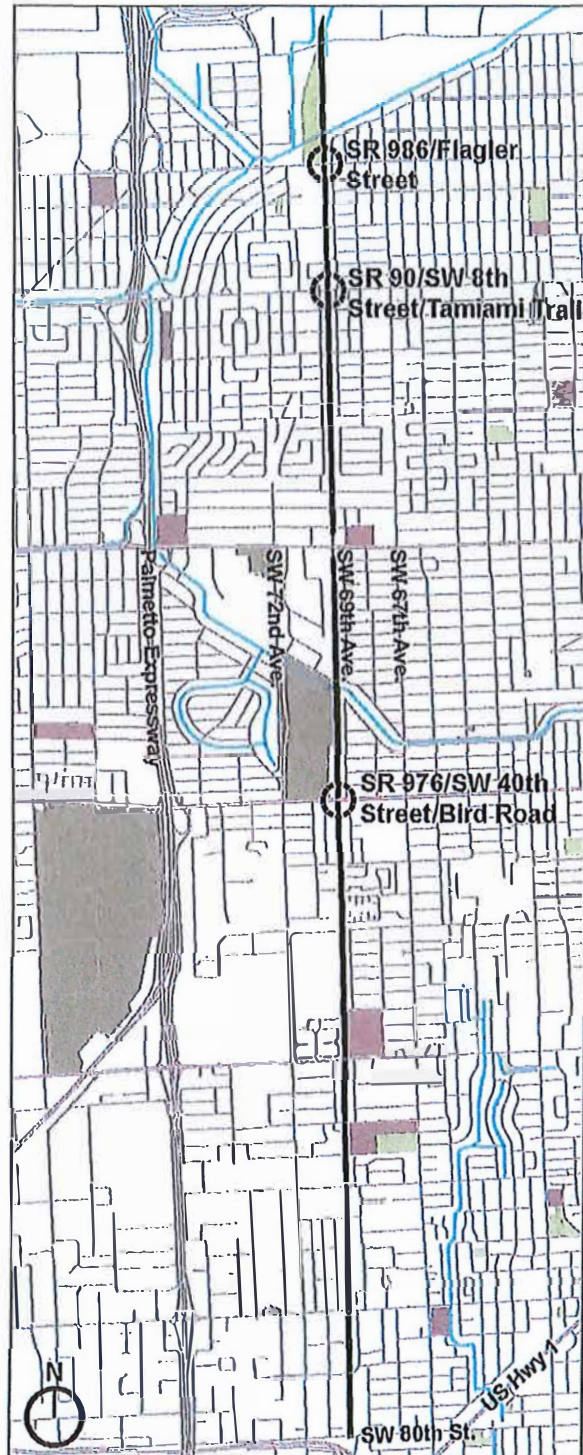


Exhibit “B” – Ludlam Trail Bridges Design Criteria

A copy of the Design Criteria Package is on file with the Parks Recreation and Open Spaces Department’s Capital Projects Contract Manager

Exhibit "C" – Cost Responsibility Estimate

**Exhibit C - Cost Responsibility Estimate
Ludlam Trail Pedestrian Bridges - FM #450835-3
New Bridges Over Bird Road, S.W. 8th Street and Flaglor Street**

As of September 12, 2023

Phase Number	31	32		C2		5A	52	56	61	62-01	62-02	62-60	62-61	Total Estimated Project Cost
Phase Description	In-House Design	Design Consultant		Environmental Consultant		Incentive	Construction Year of Expenditure	Utilities	In-House CEI	CEI Consultant	Post Design Services	Materials Testing (Goldsboro)	Materials Testing - D6	
Fiscal Year	2024	2024	2025	2026	2027	2028	2027	2027	2027	2027	2027	2027	2027	
FDOT Funds	150,000	6,218,920	1,699,453	-	-	-	4,998,624	-	-	-	-	-	-	12,066,997
Local/County Funds	-	-	-	36,000	360,000	691,837	20,635,536	1,037,756	691,837	4,406,042	691,837	691,837	345,919	38,679,501
Phase Total	150,000	6,218,920	1,699,453	36,000	360,000	691,837	34,634,160	1,037,756	691,837	4,496,042	691,837	691,837	345,919	50,746,498



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: April 2, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(H)(1)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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(H)(1)
4-2-24

RESOLUTION NO. _____ R-252-24

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FDOT TO DESIGN AND CONSTRUCT, FOR THE COUNTY, THREE PEDESTRIAN BRIDGES ALONG THE LUDLAM TRAIL, AT SW 40TH STREET, SW 8TH STREET, AND FLAGLER STREET IN THE AMOUNT OF \$50,746,498.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's 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. Incorporates and approves the foregoing recital as if fully set forth herein.

Section 2. This board approves the terms of and authorizes the County Mayor or County Mayor's designee to execute and enforce all provisions of the Memorandum of Understanding between the County and the Florida Department of Transportation ("FDOT"), in substantially the form attached to the County Mayor's memorandum as Attachment A, for the design and construction by FDOT of three pedestrian bridges over FDOT roadways at SW 40th Street, SW 8th Street, and Flagler Street along Miami-Dade County's Ludlam Trail in the amount of \$50,746,498.00. A copy of the design criteria package is on file with the Parks, Recreation and Open Spaces Department's Capital Projects Contract Manager.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Kevin Marino Cabrera** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of April, 2024. 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: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez