

MEMORANDUM

Agenda Item No. 8(H)(1)

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

DATE: May 21, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving ratification of a License Agreement between Miami-Dade County and the Florida Department of Transportation for the replacement and upgrading of an existing sharp curve warning sign within Plaza Licenciado Benito Juarez Park, Folio 30-7834-000-0210, owned by Miami-Dade County, pursuant to sections 2-9 and 2-10 of the County Code and authorizing the County Mayor to exercise all contractual rights, including any termination provisions, contained therein

Resolution No. R-438-24

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 Kionne L. McGhee.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: May 21, 2024

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

From: Daniella Levine Cava
Mayor 

Subject: Resolution Ratifying the Execution by the County Mayor or County Mayor's Designee of a License Agreement Between Miami-Dade County and the Florida Department of Transportation to Grant Non-Exclusive Access to a Portion of the County's Plaza Licenciado Benito Juarez Park, Folio: 30-7834-000-0210, Pursuant to Section 2-9 and 2-10 of the Code of Miami-Dade County

Executive Summary

This item is for the ratification of an executed License Agreement between Miami-Dade County and the Florida Department of Transportation (FDOT), granting FDOT a non-exclusive access to a portion of Miami-Dade County's Plaza Licenciado Benito Juarez Park, folio 30-7834-000-0210, for the purpose of replacing an existing traffic sign. The license area is a 4-foot by 9.7-foot portion of the park property. The County and the FDOT executed the agreement on December 28, 2023. Pursuant to Sections 2-9 and 2-10 of the Code of Miami-Dade County (Code), this Agreement is subject to ratification by the Board of County Commissioners (Board).

Recommendation

It is recommended that the Board approve the attached resolution approving the ratification of a License Agreement (Attachment A) between the County and FDOT, granting FDOT access to replace and upgrade an existing FDOT sharp curve warning sign that is currently within the County's park property.

Scope

The subject property, Plaza Licenciado Benito Juarez Park, is located at 19825 SW 376 Street, Miami, FL 33034-6203, Folio Number: 30-7834-000-0210. This property is within County Commission District 9, represented by Commissioner Kionne L. McGhee.

Fiscal Impact/Funding Source

There is no fiscal impact to the County with respect to the ratification and execution of the License Agreement with FDOT. FDOT will be performing the work at their expense and with no fiscal impact to the County. The Licensee (FDOT) shall require its construction contractor to maintain, at all times during the construction, Commercial General Liability insurance providing continuous coverage for all work or operations performed upon the Licensors' property.

Track Record/Monitor

Alissa Turtletaub, Park Acquisition and Asset Manager of Miami-Dade County Parks, Recreation and Open Spaces Department (PROS) will track and monitor the License Agreement.

Delegation of Authority

The County Mayor or County Mayor's designee shall have the authority to execute the License Agreement and exercise all rights therein including termination.

Background

FDOT has requested a license agreement for access to a portion of the County's Plaza Licenciado Benito Juarez Park for replacing and upgrading an existing FDOT sharp curve warning sign (the "Work"). No other uses of the property, including but not limited to staging, are permitted. Due to FDOT's project schedule, the License Agreement was executed on December 28, 2023 in accordance with Section 2-9 and 2-10 of the Code of Miami-Dade County. The term of the License Agreement is from February 1, 2024, and will continue until the completion of the Work, but shall terminate no later than December 31, 2024. FDOT shall provide a notification a minimum of fifteen business days prior to commencement of the Work and notice of the date the Work is completed within 10 days of completion. This resolution is for approval of ratification of the executed agreement.

Attachments



Jimmy Morales
Chief Operations Officer

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

09-LA.02-05/2000

This instrument prepared by, or under the direction of,
Alicia Trujillo, Esq., District Six Chief Counsel
State of Florida Department of Transportation
1000 N.W. 111th Avenue, Miami, Florida 33172
February 18, 2022 - MF

Parcel No : 901R(3/29/2022)MN
Item/Segment No. : 445987-1
Managing District : 6

LICENSE AGREEMENT

THIS AGREEMENT, Made the 28 day of December, 2023, by and between **MIAMI-DADE COUNTY PARKS AND RECREATION**, a political subdivision of the State of Florida, herein called Licensor, and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereincalled Licensee, or **FDOT**.

In consideration of the benefits, the parties agree as follows:

Licensor hereby grants to Licensee a non-exclusive License to occupy and use, subject to all the terms and conditions hereof, the following described premises (the "Licensed Property"), a portion of Miami-Dade County's Plaza Licenciado Benito Juarez Park:

Parcel 901

FIN No. 445987-1

A 4.00 by 9.70-foot strip of land, as depicted in the attached sketch of the property located at:
19825 SW 376 Street, Miami, FL 33034-6203.
Folio Number: 30-7834-000-0210.

The Licensed Property may be used and occupied by Licensee solely for replacing and upgrading an existing sharp curve warning sign (owned by the State of Florida Department of Transportation) that is currently within the Licensor's property (collectively, the "Work"). No other uses of the Licensed Property, including but not limited to staging, are permitted. Licensee's use of the Licensed Property shall in no way interfere with Licensor's use of such land consistent with the rights granted to Licensee as set forth herein, and Licensor retains the right to use the Licensed Property in any manner not inconsistent with the rights herein granted to Licensee. During Licensee's use of the Licensed Property, Licensee shall ensure access to the remainder property at all times. This License is granted subject to the Licensor's approval of Licensee's engineering plan for the Work, which approval shall not be unreasonably withheld.

Licensee agrees that all Work performed within the Licensed Property shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations, and ordinances. All Work that Licensee performs shall match the aesthetic conditions then-existing prior to the performance of any such Work, and Licensee shall restore the Licensed Property to its original condition, except as modified by the Work. Once completed, the Licensed Property shall be returned to a condition equal to or better than that which existed at Work commencement.

The term of this license agreement shall commence as of February 1, 2024, and continue until completion of the Work, but shall terminate no later than December 31, 2024.

Licensee shall provide notification a minimum of fifteen (15) business days prior to commencement of the Work and notice of the date the Work is completed, within ten (10) business days of such completion. Licensee and its contractors shall coordinate the onsite work with Deallo Johnson, PROS Regional Parks Manager, by phone at (305) 755-5470 or by email at Djohnso@miamidade.gov, who shall be notified immediately upon any unforeseen impacts to the land, as well as at Work commencement and at Work completion. If irrigation lines, utility lines, or other infrastructural service connections are disrupted, Licensee shall immediately coordinate with service providers to restore service connections within 24 hours.

Licensee's Construction Project Manager shall schedule a pre-construction site visit with PROS Park Acquisition and Asset Manager, Alissa Turtletaub, alissa.turtletaub@miamidade.gov, and shall also schedule a final walkthrough of the site upon Work completion. Any work determined at the final walkthrough to be needed to fully restore the site shall be completed by Licensee within 30 days of receiving notice from PROS.

Licensee shall require its construction contractor to maintain, at all times during the construction, Commercial General Liability insurance providing continuous coverage for all work or operations performed upon Licensor's property. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy, in accordance with the Department's Standards and Specifications for Road and Bridge Construction. Licensee shall also require its contractor to maintain Commercial Auto Liability with limits of coverage in an amount no less than \$1,000,000 per combined single limit. Licensee shall further cause its contractor to name Licensee and Licensor as an additional insured parties on the afore-stated policies, and to provide evidence of Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefit of the Florida Workers' Compensation law for all employees. Licensee shall require its contractors to provide a certificate(s) of insurance delivered to PROS prior to commencement of the Work via email to PROS Park Acquisition and Asset Manager, Alissa Turtletaub, at Alissa.Turtletaub@miamidade.gov, naming Miami-Dade County as an additional insured.

Licensee shall require its construction contractor to provide a Payment and Performance Bond per Florida Statute 337.18

Licensor makes no representations as to the condition of the Licensed Property or the suitability of the Licensed Property for the use intended hereunder. The making, execution, and delivery of this agreement by Licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its District Secretary for District Six, with attestation by its Executive Secretary, and has hereunto affixed its seal on the date first above written.

IN WITNESS WHEREOF, the Licensor has signed this the day and year as written above.

FOR MIAMI-DADE COUNTY PARKS AND RECREATION (LICENSOR):

(Official Seal)

ATTEST: _____

JUAN FERNANDEZ-BARQUIN,
CLERK OF THE COURT & COMPTROLLER

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

By: *Olga Valverde*
Deputy Clerk Signature 12-28-23
Olga Valverde – e18183



By: *Jimmy Morales*
Jimmy Morales
Chief Operations Officer, Office of the Mayor

Approved by County Attorney
as to form and legal sufficiency

Signature: *Melanie Spencer*
Print Name: Melanie Spencer
Title: Assistant County Attorney

FOR FDOT (LICENSEE):

FLORIDA DEPARTMENT OF TRANSPORTATION,
an agency of the State of Florida;

FLORIDA DEPARTMENT OF TRANSPORTATION,
an agency of the State of Florida;

DocuSigned by:
By: *Alicia Trujillo*
Alicia Trujillo, E181831B1D84BC...
District Six Chief Counsel

DocuSigned by:
By: *Daniel Iglesias*
Daniel Iglesias, E181831EC56748A...
District Six Director of Transportation Development

ATTACHMENTS:

Exhibit A – MDC Property Appraiser Summary Report (Folio # 30-7834-000-0210)
Exhibit B – FDOT License Agreement Location

Exhibit A:



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 3/28/2022

Property Information	
Folio:	30-7834-000-0210
Property Address:	10925 SW 370 ST Miami, FL 33034-6203
Owner	MIAMI-DADE COUNTY PARKS AND RECREATION
Mailing Address	275 NW 2 ST 4FL MIAMI, FL 33128-1704
PA Primary Zone	8630 INTERIM-AWAIT SPECIFIC ZO
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	1,985 Sq.Ft
Lot Size	435,600 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2021	2020	2019
Land Value	\$400,000	\$400,000	\$400,000
Building Value	\$147,872	\$160,074	\$145,542
XF Value	\$115,765	\$117,088	\$118,411
Market Value	\$663,437	\$667,162	\$663,953
Assessed Value	\$655,605	\$596,005	\$541,823

Benefits Information				
Benefit	Type	2021	2020	2019
Non-Homestead Cap	Assessment Reduction	\$7,832	\$71,157	\$122,130
County	Exemption	\$655,605	\$596,005	\$541,823

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
34 57 38 10 AC SW1/4 OF SE1/4 OF SE1/4 LOT SIZE IRREGULAR	

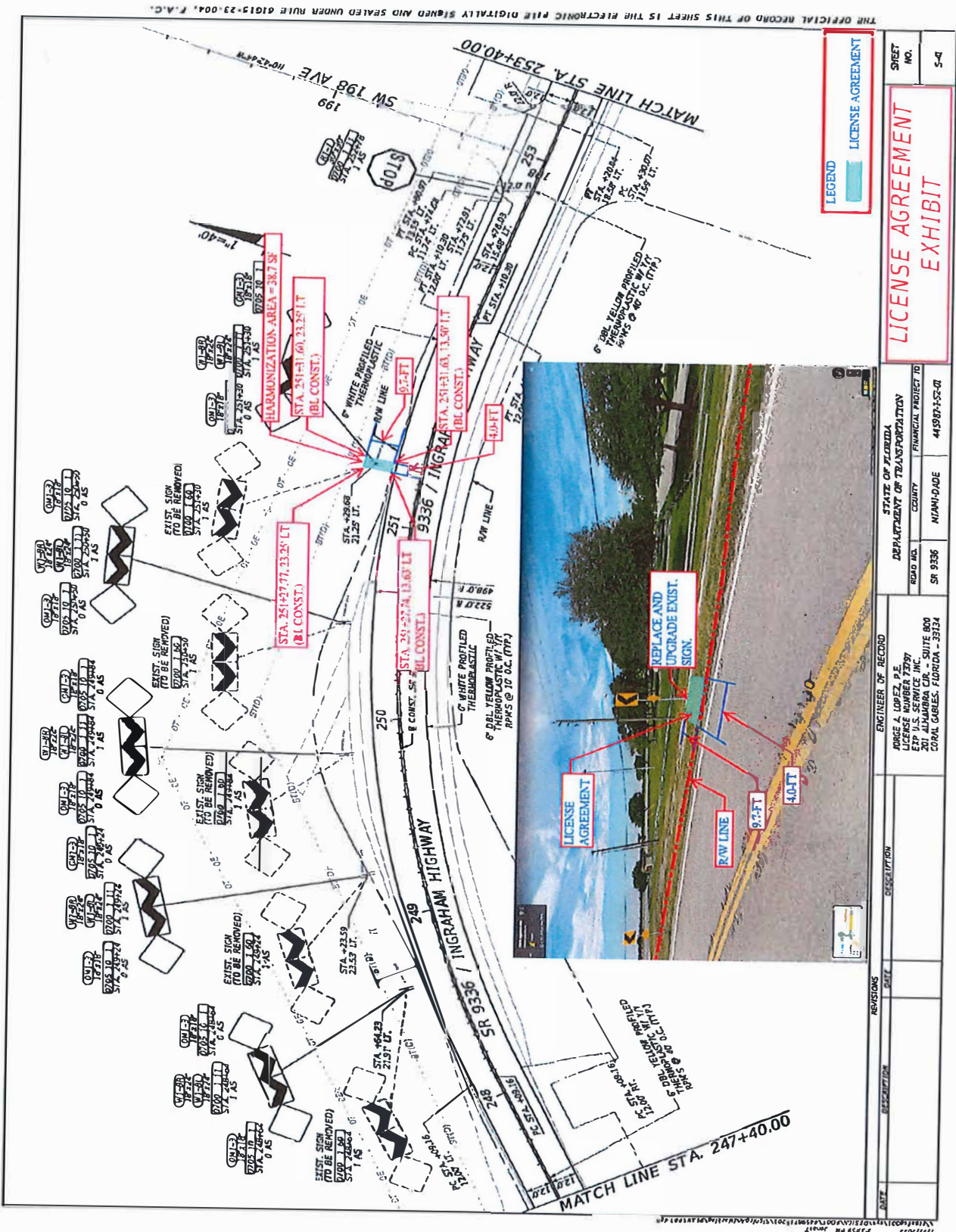
Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$655,005	\$596,005	\$541,823
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$653,437	\$667,162	\$663,953
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$655,005	\$596,005	\$541,823
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

Exhibit B: License area (highlighted in blue)





MEMORANDUM

(Revised)

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

DATE: May 21, 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)
5-21-24

RESOLUTION NO. _____ R-438-24

RESOLUTION APPROVING RATIFICATION OF A LICENSE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE REPLACEMENT AND UPGRADING OF AN EXISTING SHARP CURVE WARNING SIGN WITHIN PLAZA LICENCIADO BENITO JUAREZ PARK, FOLIO 30-7834-000-0210, OWNED BY MIAMI-DADE COUNTY, PURSUANT TO SECTIONS 2-9 AND 2-10 OF THE COUNTY CODE AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL CONTRACTUAL RIGHTS, INCLUDING ANY TERMINATION 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; and

WHEREAS, sections 2-9 and 2-10 of the Miami-Dade County Code permits the County Mayor or County Mayor's designee to enter into contracts on behalf of the County with municipalities and other governments units,

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 ratifies the execution by the County Mayor or County Mayor's designee of a License Agreement authorized pursuant to sections 2-9 and 2-10 of the Code of Miami-Dade County, attached hereto as Attachment A to the County Mayor's memorandum, with the provision to approve and ratify the License Agreement between the County and the Florida Department of Transportation (FDOT) for the replacement and upgrading of an existing sharp curve warning sign located within Miami-Dade County's Plaza Licenciado Benito Juarez Park.

The County Mayor or County Mayor's designee is further authorized to exercise any contractual rights, including any termination provisions, contained therein for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** 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	absent	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	absent	Eileen Higgins	aye
Kionne L. McGhee	absent	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of May, 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.

mjs

Melanie J. Spencer