

MEMORANDUM

Agenda Item No. 8(H)(2)

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 removal of
a traffic signal cabinet from
Tropical Park, Folio 30-4022-
002-0010, owned by Miami-
Dade County, pursuant to
sections 2-9 and 2-10 of the
County Code

Resolution No. R-439-24

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Vice Chairman Anthony Rodriguez.


Geri Bonzon-Keenan
County Attorney

GBK/ks

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 Tropical Park, Folio No. 30-4022-002-0010 for the Removal of a Traffic Signal Cabinet, Pursuant to Sections 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 Tropical Park, Folio No. 30-4022-002-0010 for the removal of a traffic signal cabinet from within the park. The County and the FDOT executed the agreement on July 18, 2023. Pursuant to Sections 2-9 and 2-10 of the Code of Miami-Dade County, 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 remove a traffic signal cabinet from within the County's park property.

Scope

The subject property, Tropical Park, is located at 7900 Bird Road, Miami, FL 33155, on a portion of Folio No. 30-4022-002-0010, and is owned by Miami-Dade County. This property is located within County Commission District 10, represented by Vice Chairman Anthony Rodriguez.

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 traffic signal cabinet will be relocated within the FDOT right of way for Bird Road (SW 40 Street).

Track Record/Monitor

Natalia Neira, Park Planner III of the Miami-Dade County Parks, Recreation and Open Spaces Department (PROS) will track and monitor the License Agreement.

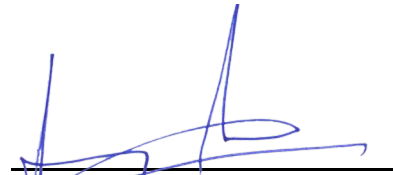
Delegation of Authority

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 requested a license agreement for access to Tropical Park for the removal of traffic signalization equipment and appurtenances. FDOT will restore the area upon removal of the traffic signal cabinet from Tropical Park. This temporary access will not include any permanent conversion of park property to transportation use, will not include any installation of infrastructure on County Park land, and will not require any access changes or closures throughout the park property. The term of the license agreement is January 13, 2025 through September 13, 2025. Due to FDOT's deadline of July 17, 2023 to complete environmental certification for the project, which required the executed license agreement securing their access to the site to perform the work, the agreement was executed on July 18, 2023 in accordance with Section 2-9 and 2-10 of the Code of Miami-Dade County. This resolution is for approval of ratification of the executed agreement.

Attachment



Jimmy Morales
Chief Operations Officer

ATTACHMENT A

**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 6, 2023 - MN

Parcel No : 905R(3/20/2023)RTB
Item/Segment No. : 445990-1
Managing District : 6

LICENSE AGREEMENT

THIS AGREEMENT, Made the 18 day of July, 2023, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("Licensor"), and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** ("Licensee").

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

Licensor hereby grants to Licensee a License to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

Parcel 905

FIN No. 445990-1

A 8.80 feet by 15.20 feet strip of land along the north line of the property, as depicted in the attached sketch of the property located at:

7900 Bird Road Miami, FL 33155.

Folio Number: 30-4022-002-0010.

The premises may be occupied and used by STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION solely for removal of signalization equipment and appurtenances, sloping, grading, tying in, harmonizing, and reconnecting existing features of the Licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning on January 13th, 2025 through September 13th, 2025.

Licensee shall provide a schedule 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 deallo.johnson@miamidadegov prior to commencement, upon completion of construction, and any other issues that may arise.

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.

The Department shall require its construction Contractor to provide a Payment and Performance Bond per State Statute 337.18 and to maintain, at all times during the construction, Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Contract. 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, or such other minimum insurance coverage that may be required by the Department for the construction of the Project, in accordance with the Department's Standards and Specifications for Road and Bridge Construction.

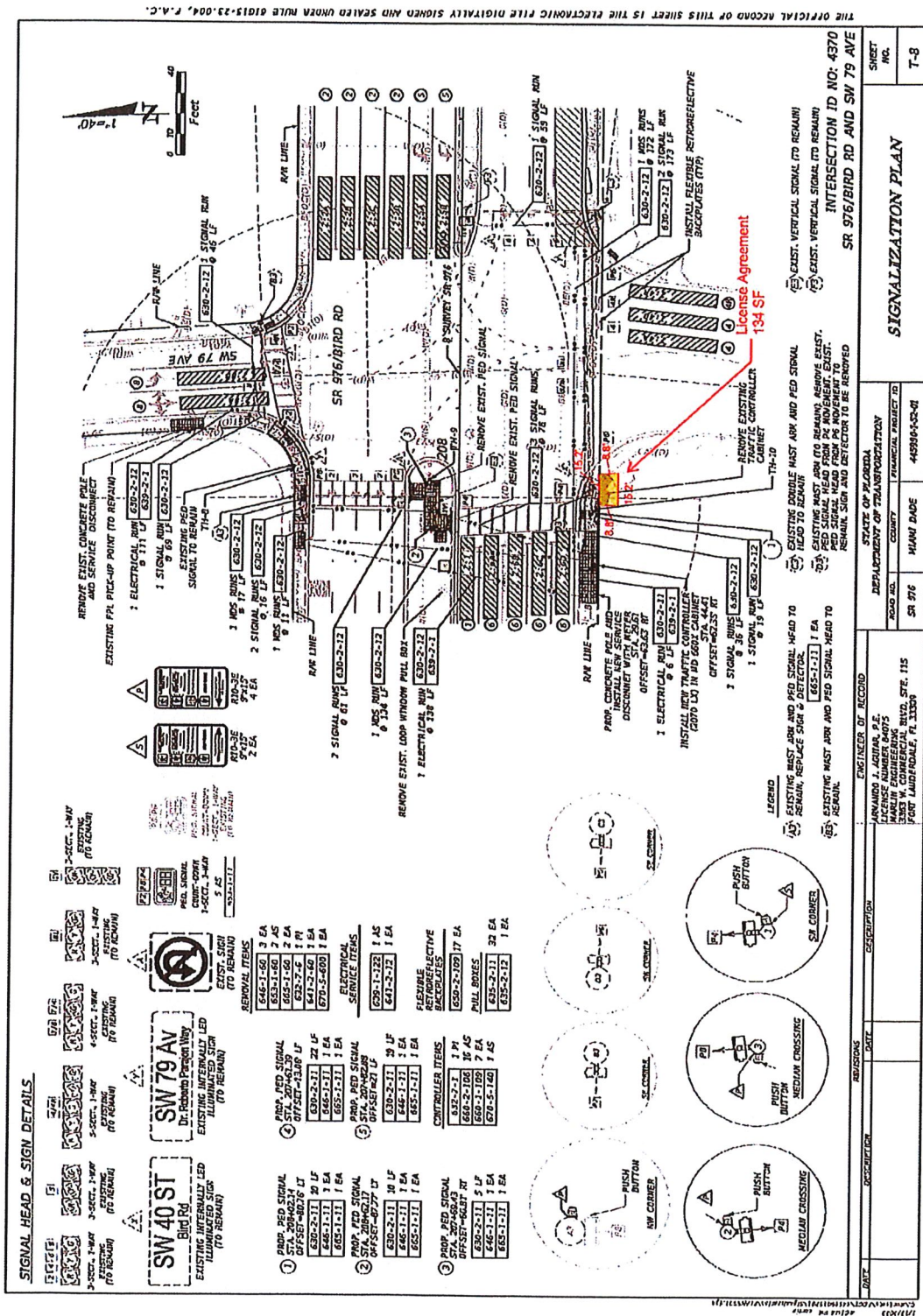
The Contractor shall also maintain Commercial Auto Liability with limits of coverage in an amount no less than \$1,000,000 per combined single limit. The Department shall further cause its Contractor to name the County and the Department as additional insured Parties on the afore-stated policies, and 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.

Licensor makes no representations as to the condition of the Licensed Property or the suitability of the Licensed property for the use intended hereunder.

Licensee agrees that any and 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 to their original conditions, excepting elevation changes as per the plans, any areas of the Licensed Premises and/or the property impacted by Licensee's performance of the Work.

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.

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

FOR MIAMI-DADE COUNTY (LICENSOR):

(Official Seal)
ATTEST:



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS
JUAN FERNANDEZ-BARQUIN
CLERK OF SAID BOARD

By: [Signature] 7/18/23
Deputy Clerk Anthony Lavadie - e302751

By: [Signature]
Title: Jimmy Morales
Chief Operations Officer, Office of the Mayor

Approved by Assistant County Attorney
as to form and legal sufficiency

Signature: [Signature]
Print Name: Melanie Spencer
Title: Assistant County Attorney

FOR FDOT (LICENSEE):

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

By: Alicia Trujillo
Alicia Trujillo, Esq.
District Six Chief Counsel

Digitally signed by Alicia Trujillo
Date: 2023.07.19 10:50:17
-04'00'

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

By: [Signature]
Daniel Iglesias
(Insert Name Here)

D6-Director of Transportation Development
(Insert Title Here)



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)(2)

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)(2)
5-21-24

RESOLUTION NO. R-439-24

RESOLUTION APPROVING RATIFICATION OF A LICENSE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE REMOVAL OF A TRAFFIC SIGNAL CABINET FROM TROPICAL PARK, FOLIO 30-4022-002-0010, OWNED BY MIAMI-DADE COUNTY, PURSUANT TO SECTIONS 2-9 AND 2-10 OF THE COUNTY CODE

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; and

WHEREAS, sections 2-9 and 2-10 of the Miami-Dade County Code permit 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. This Board incorporates and approves the foregoing recital as if fully set forth herein.

Section 2. This Board ratifies pursuant to sections 2-9 and 2-10 of the Code of Miami-Dade County, the execution by the County Mayor's designee of a License Agreement, attached hereto as Attachment A to the County Mayor's memorandum, between the County and the Florida Department of Transportation (FDOT) for the removal of a traffic signal cabinet located within Miami-Dade County's Tropical Park.

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