

Memorandum



Date: September 3, 2025

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) for the Matheson Hammock Bridge over the Matheson Hammock Canal Project Development and Environment Study

Agenda Item No. 8(N)(7)
Resolution No. R-861-25

Executive Summary

This item seeks approval by the Board of County Commissioners (Board) of a Memorandum of Agreement (MOA) between Miami-Dade County and the Florida Department of Transportation (FDOT) to conduct a Project Development and Environment (PD&E) Study for the Matheson Hammock Bridge (Bridge No. 874294) over the Matheson Hammock Canal. The study is required to meet National Environmental Policy Act (NEPA) compliance for federal approval and future federal funding eligibility.

The existing bridge, built in 1967, is structurally deficient and functionally obsolete, with ongoing operational reliability issues. It serves as the sole access point to key park amenities such as the boat ramp and nature trails within Matheson Hammock Park, making it vital for both recreational and commercial use.

The PD&E Study will evaluate alternatives for rehabilitation or replacement, address storm surge and sea-level rise vulnerabilities, and improve pedestrian and bicycle access within the park. The County will perform the study with FDOT oversight to ensure compliance with federal environmental laws and FDOT's PD&E Manual. All commitments outlined in the final NEPA document and any future re-evaluations will be implemented by the County as a condition for advancing the project to construction. Approval of this agreement is necessary to move forward with environmental review and unlock future federal funding opportunities.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the County Mayor or designee to execute the MOA with FDOT and to take all necessary actions to implement the commitments outlined in the final NEPA documentation and future re-evaluations.

Scope

The scope of the project is located within Commission Districts 7, represented by Commissioner Raquel A. Regalado.

Delegation of Authority

This resolution delegates authority to the County Mayor or designee to accept and execute the MOA and to perform all acts necessary to effectuate same, including procuring all necessary approvals and signatures to implement the commitments as contained in the final approved

NEPA document and subsequent re-evaluations for the project, consistent with those authorities granted under the County Code.

Fiscal Impact/Funding Source

There is no immediate fiscal impact from executing the MOA. The County is locally funding the PD&E Study, design, and partial construction. FDOT has committed Federal Highway Administration (FHWA) funds for future design and construction phases. Final fiscal impact will depend on the outcomes and commitments identified during the PD&E process and NEPA re-evaluations.

Track Record/Monitor

Project oversight will be managed by Ryan Fisher, P.E., Manager of Highway Bridge Engineering, DTPW.

Background

The Matheson Hammock Bridge spans a navigable waterway and provides critical access within Matheson Hammock Park. Its current condition poses safety risks and impedes operational reliability. Key objectives of the project include:

- Addressing structural and functional deficiencies through rehabilitation or replacement.
- Enhancing multimodal access for pedestrians and cyclists.
- Increasing resiliency to storm surge and sea-level rise.
- Supporting recreational and commercial marine access.

Due to the bridge's eligibility for the National Register of Historic Places, the project must adhere to rigorous environmental review procedures. Under the federal NEPA assignment to FDOT, this MOA is required to formally establish Miami-Dade County's responsibilities in securing environmental clearance and federal funding.

Pursuant to 23 U.S.C. § 327 and a Memorandum of Understanding dated May 26, 2022, and executed by FDOT and the FHWA, FDOT's Office of Environmental Management will be the lead federal agency for the environmental review, consultation, and other actions required by applicable federal environmental laws for the NEPA approval for this project. DTPW seeks assistance from FDOT, as the lead federal agency for this project, and as such, FDOT requires that DTPW enter into this agreement to memorialize Miami-Dade County's obligation to implement the commitments as contained in the final approved NEPA document for the project.



Jimmy Morales
Chief Operating Officer



MEMORANDUM (Revised)

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

DATE: September 3, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(7)

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 ____, majority plus one ____, 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) ____, 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(N)(7)
9-3-25

RESOLUTION NO. R-861-25

RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MATHESON HAMMOCK BRIDGE OVER MATHESON HAMMOCK CANAL PROJECT DEVELOPMENT AND ENVIRONMENT STUDY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE 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 Matheson Hammock bridge over Matheson Hammock Canal Project (the "Project"), in substantially the form attached hereto, and authorizes the County Mayor or County Mayor's designee to execute the Agreement, to exercise all rights conferred therein, and to perform all acts necessary to effectuate same including procuring all necessary approvals and signatures to implement the commitments as contained in the final approved National Environmental Policy Act (NEPA) document and subsequent re-evaluations for the Project.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of September, 2025. 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.

Annery P. Alfonso

**MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION AND MIAMI-DADE COUNTY REGARDING
MATHESON HAMMOCK ROAD OVER MATHESON HAMMOCK CANAL BRIDGE
(874294) 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”.

RECITALS

WHEREAS, the purpose of this Agreement is to affirm the understanding between the DEPARTMENT and COUNTY regarding implementation of the COUNTY’s Project Number E20-DTPW-02, FDOT Financial Project Identification Number 450961-1-21-01, and Efficient Transportation Decision Making (ETDM) Number 14596., in Miami-Dade County, Florida (“PROJECT”); and

WHEREAS, the Matheson Hammock Canal Bridge (874294) (hereafter the “Bridge”) is owned and maintained by the COUNTY; and

WHEREAS, the Bridge is structurally deficient and as of April 10, 2024 has a sufficiency rating of 44; 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 to address structural deficiency rating, and ultimately propose a Preferred Alternative, that is acceptable to the DEPARTMENT; 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 is anticipated to 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 will be the lead federal agency 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. The COUNTY shall 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 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 date of 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 only 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 insure 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: Assistant County Attorney

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

Department Legal Review:

Office of General Counsel