MEMORANDUM

GOE
AGENDA ITEM NO. 2(P)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed. D. and Members, Board of County Commissioners

DATE: November 14, 2003

FROM: George M. Burgess
County Manager

SUBJECT: Interdepartmental Agreement between the Department of Solid Waste Management and Metro-Miami Action Plan to Support Economic Development Initiatives

RECOMMENDATION

It is recommended that the Board approve the proposed interdepartmental agreement between the Metro-Miami Action Plan (MMAP) and the Department of Solid Waste Management (DSWM) for the purpose of developing or redeveloping vacant, abandoned or under-utilized real property under the control of DSWM.

BACKGROUND

MMAP was established in 1983 to address disparities between the African-American community and the community at large and act as a catalyst for social and economic change. In 1992 the Board of County Commissioners (BCC) passed ordinance 92-12 to restructure MMAP as a policy-setting Trust in order to provide the agency more autonomy in carrying out its mission. MMAP's financial support includes funding from Miami-Dade County via the general fund, State of Florida grants and dedicated tax/fee income, and other miscellaneous sources. In recent years as County budget resources have become scarce, MMAP has increasingly looked for ways to identify non-general fund revenue sources consistent with its mission.

DSWM is required to expend funds to maintain various real property in its portfolio that are vacant, abandoned, or otherwise underutilized. Consistent with its mission, MMAP is establishing public and public/private partnerships to seek out development opportunities that revitalize underserved communities, provide jobs, and generate income to support MMAP programs and initiatives. By way of the attached interdepartmental agreement, the County will be better able to efficiently leverage County assets and financial resources while providing an enhanced level of community and economic development. The Board is advised that the proposed agreement should serve to assist MMAP in generating additional recurring revenue streams, thereby lessening the reliance on county general revenue funds, and contribute to the revitalization of Miami-Dade County's neighborhoods. This agreement is similar in form to other interdepartmental agreements DSWM has initiated with other County departments, i.e. Community Action Agency, Miami-Dade Transit Agency and Public Works.

MEMORANDUM
(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners

DATE: November 4, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

2

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN INTERDEPARTMENTAL AGREEMENT BETWEEN THE DEPARTMENT OF SOLID WASTE MANAGEMENT AND METRO-MIAMI ACTION PLAN TO SUPPORT ECONOMIC DEVELOPMENT INITIATIVES

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, MMAP was established in 1983 to address disparities between the African-American community and the community at large and act as a catalyst for social and economic change; and

WHEREAS, this agreement will lessen MMAP's dependence on county general revenue funds, while at the same time revitalizing neighborhoods, and enhancing the county's tax base,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that:

Section 1. MMAP will provide property development and management services on a project-by-project basis for properties mutually agreed upon by DSWM and MMAP. Such development and management services may be provided for properties owned, managed, or for which the DSWM is otherwise responsible. Property development may be carried out either through a transfer of development rights to MMAP or through such other arrangements to which DSWM and MMAP agree. Each property development and/or management service agreement shall be authorized by a separately executed work authorization stating the development

objectives, constraints, schedule, duration, responsibilities, and other terms and conditions as appropriate.

Section 2. This Agreement shall become effective upon execution of the Agreement and shall remain in effect for a period of three years from this effective date. The Agreement may be extended by the approval of the Parties. A separately executed work authorization may have a termination date that extends beyond the termination date of this Agreement.

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:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro	**Jose "Pepe" Diaz**
Betty T. Ferguson	**Sally A. Heyman**
Joe A. Martinez	**Jimmy L. Morales**
Dennis C. Moss	**Dorrin D. Rolle**
Natacha Seijas	**Rebeca Sosa**
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of November, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as to form and legal sufficiency.

By:_____
Deputy Clerk

Property Development and Management Services Agreement
Between
Miami-Dade Department of Solid Waste Management
And
Metro-Miami Action Plan Trust

By this Agreement, made and entered into this _____ day of _____, 2003, by the Miami-Dade County Department of Solid Waste Management, hereinafter called DSWM, and the Metro-Miami Action Plan Trust, hereinafter called MMAP, the Parties hereby agree as follows:

1. Services and Performance

MMAP will provide property development and management services on a project-by-project basis for properties mutually agreed upon by DSWM and MMAP. Such development and management services may be provided for properties owned, managed, or for which the DSWM is otherwise responsible. Property development may be carried out either through a transfer of development rights to MMAP or through such other arrangements to which DSWM and MMAP agree. Each property development and/or management service agreement shall be authorized by a separately executed work authorization stating the development objectives, constraints, schedule, duration, responsibilities, and other terms and conditions as appropriate. Each proposed property development and/or management service agreement, as well as any subsequent amendment or extension shall be submitted to the County Manager for prior review and approval before execution by either DSWM or MMAP.

2. Term of Agreement

This Agreement shall become effective upon execution of the Agreement and shall remain in effect for a period of three years from this effective date. The Agreement may be extended by the approval of the Parties. A separately executed work authorization may have a termination date that extends beyond the termination date of this Agreement.

3. Compensation and Payment

MMAP shall be compensated for its Services through revenues generated as a result of the development and management of properties or such other means as may be agreed to by the Directors of DSWM and MMAP in separately executed work authorizations.

4. Termination

If DSWM determines that the performance of MMAP is not satisfactory or beneficial to the DSWM, DSWM may notify MMAP in writing of the deficiency with a requirement that the deficiency be corrected within 60 days of notification to MMAP by DSWM. If MMAP fails to correct such deficiency within the 60 day period, DSWM may terminate this agreement at the end of the 60-day notification period.

In witness whereof, the Parties hereto have caused this interdepartmental Agreement to be executed by their respective and duly authorized officers on the date first above written.

Miami-Dade County Department of Solid Waste Management

Andrew Wilfork, Director

Metro-Miami Action Plan Trust

Vincent Brown, Director

Office of the County Manager

George M. Burgess
County Manager

METRO DADE
SOLID WASTE MANAGEMENT

COPY

March 8, 2001

Mr. Aristides Rivera, Director
Public Works Department
111 N. W. 1st Street, 16th Floor
Miami, Florida 33128

Re: Letter of Agreement Between DSWM and PW
for Removal of Litter and Debris from Rights-of-Way

Dear Mr. Rivera:

This letter will reflect the agreement between the Solid Waste Management (DSWM) and the Public Works (PW) Departments of Miami-Dade County wherein DSWM will reimburse PW for the removal of litter and debris from rights-of-way in the unincorporated municipal service area in a total amount not to exceed Two Hundred Thousand Dollars ($200,000.00) per year, which amount includes administrative costs. Specifically, these monies are to cover costs incurred under PW's Annual Roadside Tractor Mowing Contract No. 2, associated with Project No. 621463, in the Roadside Safety Category, on all corridors listed in Attachment 1.

In exchange for these reimbursement funds, Public Works agrees to remove litter and debris from Zones A through G, on an 18 cycle-per-year basis, as represented in Attachment 2. The scheduling of the work force to perform the work will be the responsibility of PW, who will monitor the crews and report the amount of acres covered to DSWM on a monthly basis (18 cycles). PW, on a quarterly basis, will submit their monthly reports with an accompanying invoice, to be paid by DSWM.

It will be the responsibility of DSWM to reimburse PW on a quarterly basis, with each quarterly payment not to exceed the sum of Fifty Thousand ($50,000.00) Dollars per quarter.

This letter will serve as written confirmation of the acceptance of this Agreement for the one-year period commencing March 1, 2001, and ending February 28, 2002. Quarterly reports will be made on June 1, 2001, September 1, 2001, December 1, 2001, and February 1, 2002.

APPROVED:

Andrew Wilfork, Director
Department of Solid Waste Management

APPROVED:

Aristides Rivera, Director
Public Works Department

8675 Northwest 53 Street, Suite 201, Miami, Florida 33166 • 305-592-1776

"Love Your Neighbor"

Printed on Recycled Paper

INTERDEPARTMENTAL AGREEMENT
BETWEEN
COMMUNITY ACTION AGENCY/GREATER MIAMI SERVICE CORPS
AND
THE DEPARTMENT OF SOLID WASTE MANAGEMENT

THIS INTERDEPARMENTAL AGREEMENT ("Agreement") is made and entered into this 21st day of Dec., 1999 between the Miami-Dade County Community Action Agency/Greater Miami Service Corps, located at 395 N.W. First Street, Miami, FL 33128, hereafter referred to as CAA/GMSC and the Miami-Dade County Department of Solid Waste Management located at 8675 N. W. 53 Street, Miami, Florida 33166, hereafter referred to as DSWM (the "Parties").

WITNESSETH: That the Parties, for and in consideration of the mutual covenants and agreements herein contained, hereto agree as follows:

1. PURPOSE OF AGREEMENT-

The purpose of this Agreement between CAA/GMSC and DSWM is to clearly define each Department's role and responsibilities for the removal of litter on DSWM designated rights-of-way in the unincorporated solid waste collection service area.

2. TERM OF AGREEMENT-

This Agreement shall be become effective Dec. 21st, 1999 through and including Dec. 20th 2000. This Agreement may be renewed for an additional one-year period, subject to mutual approval by the Parties and budget approval by the Board of County Commissioners.

3. RESPONSIBILITIES OF THE PARTIES –

3. A CAA/GMSC

Upon the execution of this Agreement, it shall be the responsibility of CAA/GMSC to:

3 A. 1 <u>Scope of Work</u> - Assign one (1) group of eight to ten (8-10) CAA/GMSC workers and one (1) supervisor to engage in activities which provide

constructive/meaningful work experience and skills, and promote good work habits. The work consists of litter removal from DSWM designated rights-of-way located in unincorporated waste collection service area.

Schedule CAA/GMSC volunteers to work six (6) hours per day, four (4) day per week, 52 weeks per year.

3A. 2 <u>Required Equipment</u> –

Provide the following minimum tools in sufficient quantities as required to perform the scope of work. Documentation shall be provided to DSWM for equipment expenditure need and DSWM shall fund equipment purchases in an amount not to exceed $10,000.00.

Shovels	Vests
Safety boots	Pick-sticks
Goggles	Heavy-duty plastic bags (30 gallon)
Gloves	Trailer (hauling)*

*subject to approval by DSWM

Upon termination of Agreement, all capital equipment not fully depreciated shall be returned to DSWM.

3A. 3 <u>Procedure</u> -

Provide a coordinator that will accept weekly plans for litter removal.

Bagged litter shall be transported to a DSWM designated disposal facility.

Display the waste disposal sticker on all vehicles used for litter disposal.

Use litter credit account #6054 for disposing of litter collected under this agreement. See scalehouse procedure (Exhibit "B")

Notify DSWM coordinator upon the detection of any hazardous waste, so that he/she may arrange for its proper disposal.

Immediately following each pick-up, CAA/GMSC workers shall notify DSWM of bulky waste items that are too heavy to be removed manually so that DSWM can make appropriate removal arrangements.

Complete and provide to DSWM Daily reports (Exhibit "A") based on locations provided by DSWM detailing litter removal activities to include, but not limited to, number of bags of litter removed, and hours worked by the following workday morning, along with a copy of the pink disposal tickets.

3 B. DSWM:

Upon the execution of this Agreement, it shall be the responsibility of DSWM to:

3 B. 1 <u>Scope of Work</u> –

Provide a coordinator that will prepare a weekly plan for all CAA/GMSC litter removal assignments each Friday for the following week and shall forward same to CAA/GMSC by 4:00 p.m. using report in Exhibit "A".

Provide disposal of bagged litter at DSWM designated disposal facilities.

Provide a waste disposal sticker to each CAA/GMSC vehicle used for the disposal of litter and litter credit account #6054 for disposing of litter collected under this agreement.

4. PERFORMANCE –

CAA/GMSC shall pick-up litter 6 hours per day, 4 days per week, 52 weeks per year as required under Article 3 – Responsibilities of Parties. Should CAA/GMSC fail to fulfill their contractual obligations as stated in this agreement, CAA/GMSC shall make up the work as soon as possible. Missed work that is not made up shall be prorated and deducted from the following payment to CAA/GMSC.

5. COMPENSATION –

The total amount of this agreement is not to exceed $192,000.00 dollars including administrative costs and shall be pro-rated into twelve (12) equal monthly payments of $16,000.00. CAA/GMSC shall invoice the DSWM on a monthly. Daily reports required in Section 3 must accompany each invoice along with the original pink disposal tickets.

6. TERMINATION OF AGREEMENT –

This Agreement may be terminated by either party without cause by giving ninety (90) days advance written notification of termination delivered to the other party by certified mail-return receipt requested.

7. AMENDMENTS TO AGREEMENT –

This Agreement contains the entire Agreement of the parties and there are no conditions or limitation to this undertaking except those stated herein. After the execution hereof, no alternations, change or modification hereof shall be binding or effective unless executed in writing and signed by all parties hereto.

8. APPROVALS AND NOTICES –

Approvals and notices required under this Agreement shall be in writing directed to the parties at their respective addresses as follows:

CAA/GMSC:	Executive Director Community Action Agency 395 N.W. First Street Miami, FL 33128
DSWM:	Director Miami-Dade Department of Solid Waste Management 8675 N.W. 53 Street Suite 201 Miami, FL 33166

IN WITNESS WHEREOF, the parties hereto have caused this Interdepartmental Agreement to be executed by their respective and duly authorized officers the day and year first above written.

MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE
MANAGEMENT

ANDREW WILFORK
DIRECTOR

MIAMI-DADE COUNTY
COMMUNITY ACTION AGENCY

OPHELIA E. BROWN
EXECUTIVE DIRECTOR

EXHIBIT B

PROGRAM PROCEDURES
FOR
ACCOUNT No. 6061
COMMUNITY ACTION AGENCY/GREATER MIAMI SERVICE CORPS. (CAA/GMSC)
LITTER REMOVAL FROM RIGHT-OF-WAY AT ALL DSWM FACILITIES

EFFECTIVE DATE: March 8, 2000 **REVISED: March 8, 2000**

GENERAL INFORMATION -

Community Action Agency/Greater Miami Service Corps. (CAA/GMSC) will be disposing of material from the DSWM Litter Removal Program at DSWM facilities. Authority to access DSWM facilities will be the GMSC Weekly Litter Crew Worksheet containing the original signature of the Litter Coordinator or the Litter Coordinator's designee, which must be initialed by the Scalehouse Operator each time a load is dumped. CAA/GMSC vehicles will be sticker transactions billed to Account No. 6061 (GMSC Litter Program).

RESPONSIBILITIES OF GMSC -

GMSC Weekly Litter Crew Worksheets, with the daily Control Number, the Origin Number, and the Customer Number pre-printed on the upper right-hand corner, will be issued by the DSWM Litter Program Coordinator or the Coordinator's designee, who will designate GMSC as the collector.

On a weekly basis, these Worksheets, signed by the DSWM Litter Coordinator or the Coordinator's designee, must be submitted to DSWM, citing each load hauled by GMSC for that week, the total number of corridor miles from which the litter, debris, and vegetative materials were removed, and the number of bags.

All pink transaction tickets generated under Account No. 6061 for the current week will be sent by messenger, along with the signed Weekly Litter Crew Worksheets, to the DSWM Litter Coordinator the Monday following the Friday of the week in which the Litter Removal was performed.

SCALEHOUSE SETUP TABLE ENTRY

RESPONSIBILITIES OF THE SCALEHOUSE OPERATORS -

Scalehouse Operators must give the pink copy of the transaction ticket (which is the DSWM record) to the driver, AND MUST SIGN AND RETURN TO THE DRIVER the GMSC Weekly Litter Crew Worksheet.

Scalehouse Operators are to input in the "Remarks" section of the transaction ticket the GMSC Weekly Litter Crew Worksheet Control Number. If the CAA/GMSC truck driver does not have a signed, original GMSC Weekly Litter Crew Worksheet, a Disposal Site Supervisor must be called. **DO NOT PROCESS A TRANSACTION WITHOUT A SIGNED GMSC WEEKLY LITTER CREW WORKSHEET.**

STICKER TRUCKS - Trucks without a sticker number should be placed in the "Hold" file and re-weighed after dumping. If the truck has a sticker number under another account number, the transaction should be processed as a third party transaction with Account No. 6061, providing however that the tare weight of each truck has first been established by DSWM.

INBOUND MATERIAL FROM THE DSWM LOT CLEARING PROGRAM - ACCOUNT No. 6061

Transaction Type	1 (Sticker Transaction)	Material Type	2 (Trash) 12 (Mixed Loads)
Payment Type	2 (Charge)	Vehicle Type	To be determined by Truck File/Scalehouse Operator)
Origin Type	85 Litter Program	Destination	Depends on Site

If you have any questions, please contact Sylvia Sztala at 305-594-1553 or Lou Broughton at 305-594-1633, Beeper 305-277-3086.

RECEIVED
JUN 1 2000
MIAMI DADE CO. SOLID WASTE MGMT.
ASST. DIR. GARBAGE COLLECTIONS

INTERDEPARTMENTAL AGREEMENT
BETWEEN
MIAMI-DADE TRANSIT AGENCY
AND
THE DEPARTMENT OF SOLID WASTE MANAGEMENT

THIS INTERDEPARMENTAL AGREEMENT ("Agreement") is made and entered into this 31st day of Dec., 1999, between the Miami-Dade County Transit Agency, located at 111 N.W. 1 Street, Miami, FL 33128, hereafter referred to as MDTA and the Miami-Dade County Department of Solid Waste Management located at 8675 N. W. 53 Street, Suite 201, Miami, Florida 33166, hereafter referred to as DSWM.

WITNESSETH: That the parties, for and in consideration of the mutual covenants and agreements herein contained, hereto agree as follows:

1. PURPOSE OF AGREEMENT-

The purpose of this Agreement between MDTA and DSWM, is to clearly define each Department's role and responsibilities for the provision of DSWM collection and disposal of Municipal Solid Waste (MSW) from concrete waste containers at approximately 200 MDTA designated bus stops throughout the unincorporated waste collection service area. Expansion of this service to additional bus stops is subject to mutual agreement by both Parties and budget approval by the Board of County Commissioners.

2. TERM OF AGREEMENT-

That the term of this Agreement shall be become effective Dec. 31, 1999 through and including DEC. 30, 2000. This Agreement may be renewed for an additional four one-year periods, subject to funding availability and approval by MDTA and DSWM.

3. RESPONSIBILITIES OF THE PARTIES –

A. MDTA

Upon the execution of this Agreement, it shall be the responsibility of MDTA to:

Provide an MDTA coordinator for this agreement

Provide a list of the designated bus stop locations (Exhibit "A") to be serviced by DSWM.

Mutually agree with DSWM on the site-specific location for the installation of each concrete waste container at each bus stop designated in Exhibit "A". Procure one concrete waste container for each bus stop location listed in Exhibit "A", plus a 10% container reserve. The type of container must be approved by DSWM prior to purchase by MDTA. MDTA shall fund the first $35,000.00 of the container purchase.

Notify DSWM coordinator upon the detection of any hazardous waste deposited in the waste container, so that he/she may arrange for its proper disposal.

Notify DSWM coordinator upon the detection of bulky waste items at the designated bus stop locations listed in Exhibit "A" that are too heavy to be removed manually so that DSWM can make appropriate removal arrangements.

B. DSWM:

Upon the execution of this Agreement, it shall be the responsibility of DSWM to:

Provide twice-weekly collection and disposal of MSW from concrete waste containers at the designated bus stop locations in Exhibit "A".

Provide a DSWM coordinator that will develop and maintain a weekly collection schedule for the designated bus stop locations listed in Exhibit "A".

Provide additional funding up to a limit of $52,500.00 for the balance of the initial Container purchase and any replacement containers above the $35,000.00 funded by MDTA.

4. TERMINATION OF AGREEMENT –

This Agreement may be terminated by either party without cause by giving sixty (60) days advance written notification of termination delivered to the other party by certified mail-return receipt requested.

5. AMENDMENTS TO AGREEMENT –

This Agreement contains the entire Agreement of the parties and there are no conditions or limitations to this undertaking except those stated herein. After the execution hereof, no alternations, change or modification hereof shall be binding or effective unless executed in writing and signed by all parties hereto.

6. APPROVALS AND NOTICES –

Approvals and notices required under this Agreement shall be in writing directed to the parties at their respective addresses as follows:

MDTA: Director
Miami-Dade Transit Agency
111 NW 1 Street
Suite 910
Miami, FL 33128

DSWM: Director
Miami-Dade Department of Solid
Waste Management
8675 N.W. 53 Street
Suite 201
Miami, FL 33166

IN WITNESS WHEREOF, the parties hereto have caused this Interdepartmental Agreement to be executed by their respective and duly authorized officers the day and year first above written.

MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE
MANAGEMENT

ANDREW WILFORK
DIRECTOR

MIAMI-DADE COUNTY
TRANSIT AGENCY

DANNY ALVAREZ
DIRECTOR

M.R. Stierheim
County Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant County Attorney