Memorandum

MIAMI-DADE COUNTY

Date:	December 7, 2010
To:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Resolution Authorizing Execution of an Inter-Local Agreement With the City of Miami for the Miami River Greenway (M-Path) S.W. 1st Court Project, B-30130, a Project Within Miami-Dade Transit Metrorail/Metromover's Right-of-Way Corridor

Agenda Item No. 8(J)(1)(A)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Interlocal Agreement (Agreement) between the City of Miami (City) and Miami-Dade County (County) which conveys a non-exclusive permit to the City to enter County property and to facilitate all aspects of the Miami River Greenway Project (S.W. 1st Court, B-30130) through to completion, and as part of the Miami River Greenway (M-Path) Improvement Plan along Metrorail/Metromover's Right of Way corridor.

It is further recommended that the Board authorize the County Mayor or the County Mayor's designee to execute the Agreement in substantially the form attached.

SCOPE

This Project is physically located in Commission District 5.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to the County associated with the Agreement, as the cost of the improvements will be borne completely by the City of Miami. However, the annual operation and landscape maintenance of Metrorail/Metromover and Busway (including the M-Path) remains at the same level and is already budgeted in Miami-Dade Transit's Operating budget, at approximately $1.2 million. It is estimated that the portion of the M-Path to be improved by the City of Miami will result in an annual cost of $2,000, which is already included in this project's budget.

TRACK RECORD/MONITOR

Miami-Dade County has entered into many agreements in the past with municipalities. Froilan I. Baez, Acting Chief, Right of Way, Utilities & Property Management Division, is the person responsible for monitoring this Agreement.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code Related to identifying delegation of Board Authority, there are no authorities beyond that specified in the resolution which include authority for the Mayor or designee to execute the Agreement.

BACKGROUND

The Miami River Greenway Initiative is one of the City's Capital Improvement Projects that is currently planned in segments. Each planned segment provides for road and beautification enhancements along the river banks. This portion of the Miami River Greenway Project consists of upgrading the existing 8-foot asphalt path to a 10-foot decorative concrete Miami River Greenway path beginning from the corner of SW 1st Court and SW 7th Street, matching the existing sidewalk, and continuing along the Metrorail/Metromover's Right-of-Way Corridor for approximately 270 feet, which shall match the County's

Public Works Project (FDOT No. 20070718), where both projects meet. Also, the Project includes the addition of a new 5-foot sidewalk on the east side of SW 1st Court, which will encroach approximately six inches into the Metrorail Right-of-Way; thereby re-aligning the existing M-Path closer to the street.

This is a green Project which is to be designed to meet the Green Local Government Designation Standard. As a pre-requisite, the project team must create and implement plans that will reduce the use of energy, water consumption, pollution and bills associated with these costs. In addition, the cost of overall maintenance of the project once built will be reduced significantly as the existing fluorescent lighting will be replaced with solar lighting that is energy efficient and a long-term savings to the County.

The City is entering into this Agreement with the County in order to upgrade the existing M-Path within the County's Metrorail/Metromover's Right-of-Way corridor. The City will be responsible for the design, construction, management and administration of the Project which is funded by a grant from the Florida Department of Transportation (FDOT) and equally matched by the City. The Agreement will also provide the City and their contractor(s) access to the property for the completion of the scope of work, subject to the conditions of the Agreement. The City of Miami Commission approved this Agreement at their July 2010 Commission meeting.

The project is estimated at $1,500,000. Construction is planned to commence in October 2011 and be completed by October 2012. It is anticipated that there will be no access issues for patrons during construction.

The Miami River Greenway initiative is critical in the overall success in the planning of future development along the river banks. In recent years, the City has experienced unprecedented development along the Miami River corridor. This surge in economic strength has already begun to reshape the margins of the lower river. Regardless of what is now happening in the City's housing market and possibly into the near future, properties along the Miami River continue to be viewed as a valuable resource for future development. Therefore, the City and County must work together in achieving the goals of Miami River Greenways Initiative and preserve the M-Path for Miami's citizens and visitors.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: December 7, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(J)(1)(A)

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**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) 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(J)(1)(A)
12-7-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN INTER-LOCAL AGREEMENT WITH THE CITY OF MIAMI FOR THE MIAMI RIVER GREENWAY (M-PATH) S.W. 1ST COURT PROJECT, B-30130, A PROJECT WITHIN MIAMI-DADE TRANSIT METRORAIL/METROMOVER'S RIGHT OF WAY CORRIDOR

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

WHEREAS, the City of Miami and Miami-Dade County wish to provide M-Path and beautification/sidewalk enhancements located within the municipal limits of the City of Miami in the interest and betterment of the public,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes execution of an Interlocal Agreement between the City of Miami and Miami-Dade County for the Miami River Greenway (M-Path) S.W. 1st Court Project, B-30130, a project within Miami-Dade Transit Metrorail/Metromover's Right of Way corridor, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor, or the County Mayor's designee, to execute the Agreement for and on behalf of Miami-Dade County and to exercise any and all provisions contained therein.

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Lynda Bell
Audrey M. Edmonson	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of December, 2010. 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

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency

Bruce Libhaber

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MIAMI AND MIAMI-DADE COUNTY
FOR
THE MIAMI RIVER GREENWAYS S.W. 1ST COURT PROJECT, B-30130

This AGREEMENT made and entered into this _____ day of _____, 2010, by and between the CITY OF MIAMI, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "City", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, City and County herein wish to provide a bicycle/pedestrian path and sidewalk enhancement project located in the municipal limits of the City in the County, hereinafter referred to as the "Project" described as follows:

The upgrading of the existing 8-foot asphalt sidewalk to a 10-foot decorative concrete Miami River Greenway path beginning from the corner of S.W. 1st Court and S.W. 7th Street matching the existing sidewalk, continuing along the Metrorail/Metromover corridor and ending approximately 270-feet, and which shall match Miami-Dade County's Public Works Project (FDOT No. 20070718) where both projects meet. The project also encompasses the addition of a new 5-foot sidewalk, on the east side of S.W. 1st Court, which will encroach approximately six (6) inches into the Metrorail Right-of-Way; and

WHEREAS, City and County have determined that the Project is in the best interest of the parties and it is of a mutual benefit to the residents of the City of Miami and Miami-Dade County,

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants contained herein, the parties agree as follows:

1. **EFFECTIVE DATE AND TERM:** This Agreement shall take effect upon its execution, following approval by the Board of City Commissioners and Board of County Commissioners.

2. **RESPONSIBILITIES OF CITY:**

2.1 Funding: The City shall find and expend the funds necessary to construct the Project.

2.2 Design Scope: The City shall secure engineering design and consulting services from qualified firms, pursuant to Section 287.055, of the Florida Statutes, to develop the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project referred herein and hereafter in accordance with City, County, and/or Florida Department of Transportation standards, as applicable.

City shall submit plans and specifications for this Project to Miami-Dade Transit Department Director or designee at the various phases for review and approval, and upon the completion of the 100% design plans, send a set of signed and sealed plans with a letter from the City Manager certifying that the plans and specifications meet the standards as set forth above.

In no event shall the approved plans be changed, altered or modified unless City receives written approval from the County. In addition, any and all changes, alterations or modifications shall be permitted by the appropriate state and/or local government agency.

2.3. Right-of-Way: The City shall acquire at its sole expense, any right-of-way or easement that is required to implement the construction of the Project.

2.4 Construction: The City shall procure the services of a licensed contractor holding a general contractor's license to construct the Project. The City may award the contract through any available lawful means which, in the City's discretion, affords the most cost effective and

advantageous method for construction of the Project and which may include, but is not limited to, bid solicitation, request for proposals, the award of a change order on existing City contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards.

The County agrees that the selection, retention and discharge of such general contractor shall be the responsibility of the City.

The parties agree that the work to be performed shall at all times be conducted in such manner and in such sequence that will ensure the least practicable interference with the Miami-Dade Transit Metrorail/Metromover system.

2.5. Permits and Approvals: The City shall obtain a preliminary approval (dry-run) of all necessary permits, and utility adjustments, make all necessary adjustments as required for approval and/or permitting by those agencies, and coordinate the review of construction documents by utilities and permitting agencies in accordance with applicable state, federal, and local laws and ordinances. .

The City shall pay for any permit application fees associated with the project and obtain accepting authorization from the County, if applicable.

2.6. Construction Administration and Inspection: The City shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The City may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The City will allow the County access to the site for review, inspection, observation, and comment during construction.

3 RESPONSIBILITIES OF COUNTY

3.1. Maintenance: The County agrees that it will maintain the Project, provided the City agrees to use only native, low profile trees full grown with a height not exceeding 15 feet at maturity,

and does not install or construct any amenities in the area, intending but not limited to benches, shelters, and trash receptacles, or bathroom.

The City shall enforce pet curbing, and illegal dumping, by policing of the property.

3.2. Access: The County does hereby grant and convey to City and its employees, licensees, agents, independent contractors and subcontractors, a non-exclusive permit, to enter onto and remain upon the Property for the sole and limited purpose of performing the scope of the Project.

The City shall utilize the Property for no purpose other than that specified herein, and allied and incidental purposes. This Agreement, except as where expressly stated to the contrary, shall not limit use of the Property by the County.

4. COMPLIANCE WITH LAWS: The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

5. INDEMNIFICATION: To the extent authorized by Florida law, the City hereby agrees to indemnify, defend, save and hold harmless the County to the extent of all the limitations included within Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits as a result of City's negligence, or breach of this Agreement by the City, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for the County's negligence or breach of contract.

To the extent authorized by Florida law, the County hereby agrees to indemnify, defend, save and hold harmless the City to the extent of all the limitations included in Section 768.28, Florida

Statutes, from all claims, demands, liabilities and suits as a result of County's negligence, or breach of this Agreement by the County, its agents or employees.

It is specifically understood and agreed that this indemnification clause does not cover or indemnify the City or the County for the City's or the County's negligence or breach of contract, as applicable.

In the event of breach or non-performance by the persons selected by the City to perform the work, the City shall, upon written request by the County, assign to the County any and all of its rights under the affected contract for purposes of the County's prosecution of claims, actions or causes of action resulting from such breach or non-performance unless the City pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The City agrees to cooperate fully with the County in the prosecution of any such claim or action. Any damage recovered by the County which is attributable to expenditure by the City shall be returned to the City by the County, within sixty (60) business days of receipt.

6. DISPUTE RESOLUTION, APPLICABLE LAW: The parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida.

7. ENTIRE AGREEMENT AMENDMENTS: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document.

Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and County Board of Commissioners.

8. JOINT PREPARATION: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort.

The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from the other.

9. SEVERANCE: In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the City or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

10. MULTIPLE ORIGINALS: This agreement may be fully executed in three copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.

11. RECORDATION: This Agreement shall be recorded in the Public Records of Miami-Dade County at the City's expense. An original copy of the recorded Agreement shall be provided to the Miami-Dade Transit Facilities and Maintenance Division.

12. NOTICES: Any and all notices required to be given under this Agreement shall be sent by first class mail, addressed to the following:

To the City:

Attention: Gary Fabrikant
Assistant Director, Capital Improvements Program
City of Miami
444 SW Second Avenue
Miami, Florida 33130

To the County:

Attention: Harpal S. Kapoor
Director, Miami-Dade Transit
Miami-Dade County
701 NW 1st Court
Miami, Florida 33136

(FOR SIGNATURES SEE NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.

ATTEST:

BY: _____
Priscilla A. Thompson, CMC,
City Clerk

(Affix City Seal)

CITY OF MIAMI, a municipal
Corporation of the State of Florida

BY: _____
Carlos A. Migoya, City Manager

Approved by City Attorney
as to form and legal sufficiency

_____
Julie O. Bru
City Attorney

Approved as to Insurance Requirements:

_____
LeeAnn Brehm, Director
Risk Management Department

ATTEST:

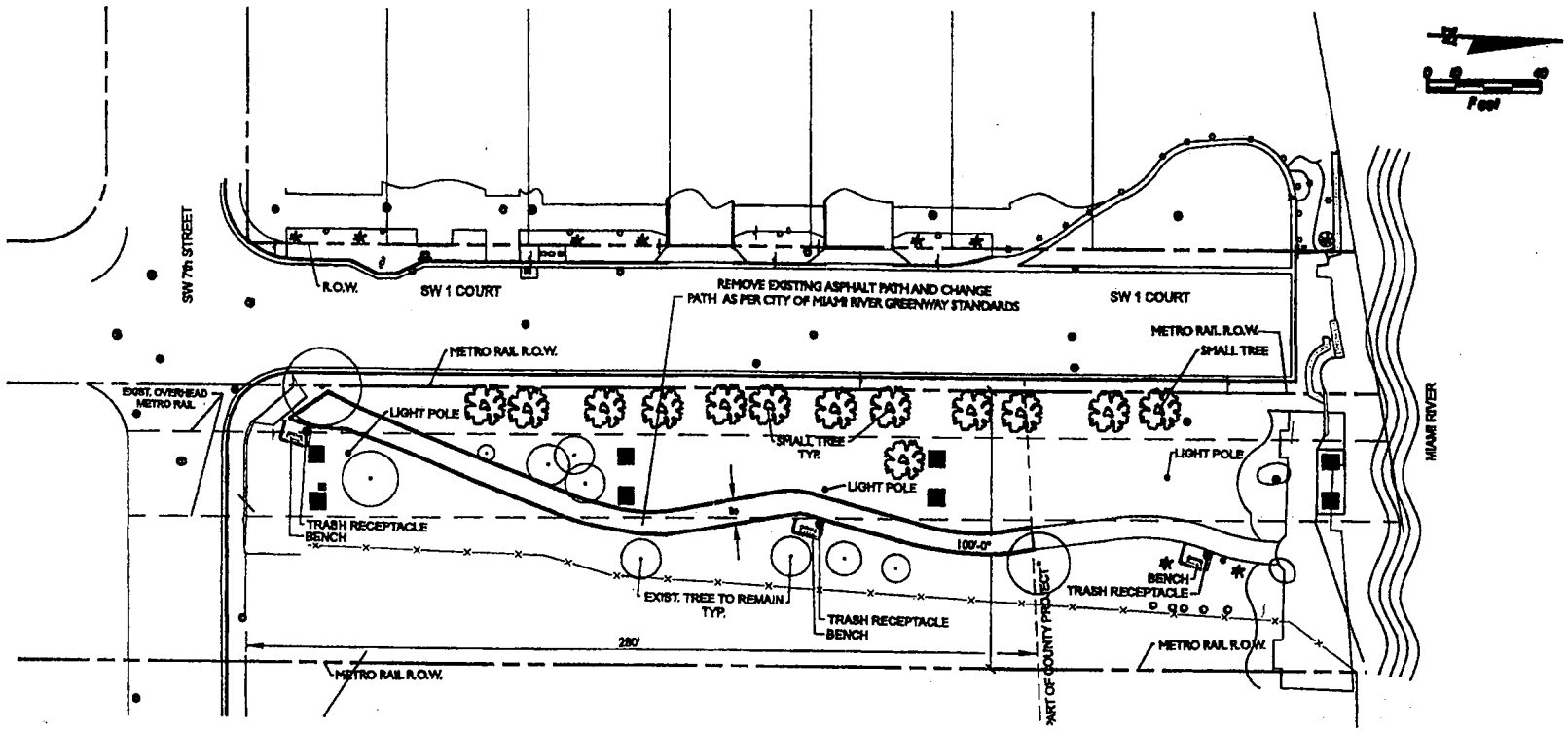
HARVEY RUVIN
CLERK OF THE BOARD

BY: _____
Deputy Clerk

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

BY: _____
County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency
Bruce Libhaber
County Attorney



TREE LEGEND

SMALL TREE

Hibiscus sp, 15' tall
Crape Myrtle, 15'-20' tal
Venawood, 15' tall

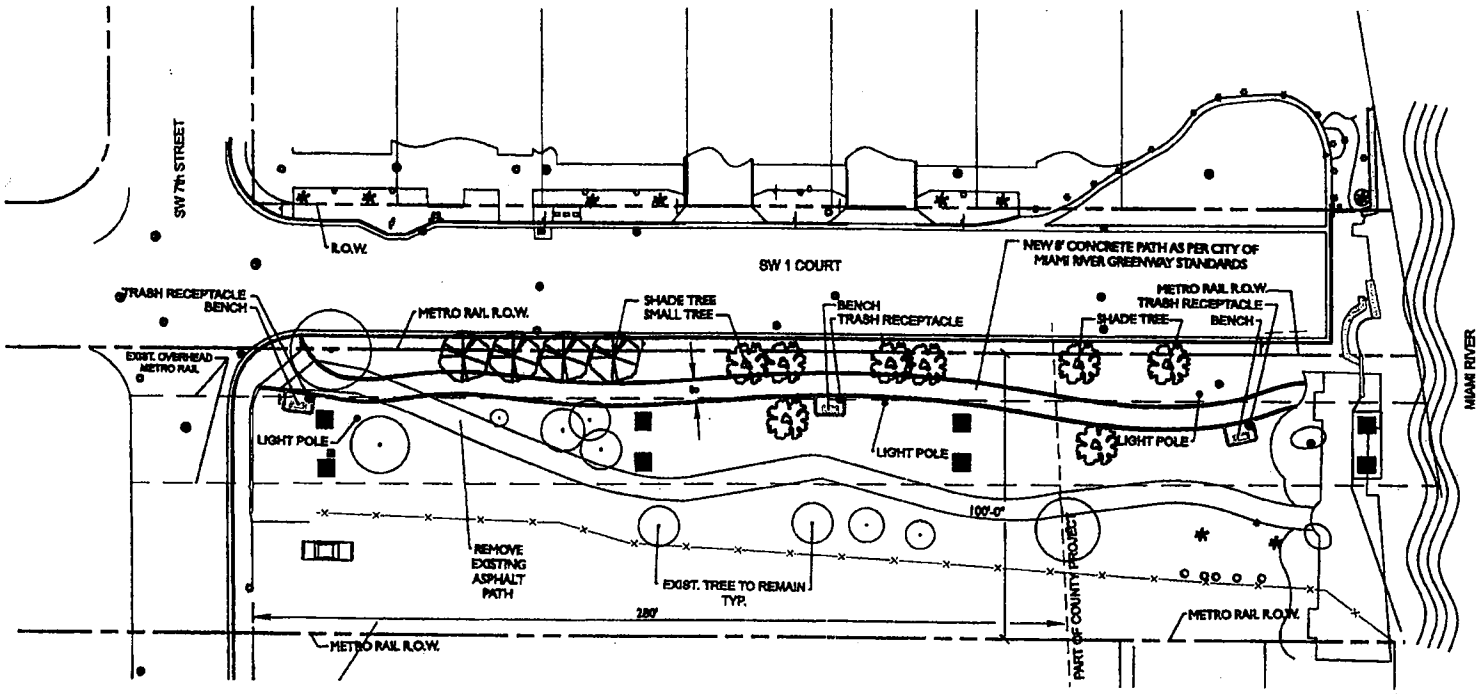
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CITY OF MIAMI CAPITAL IMPROVEMENT DEPARTMENT		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	B-30130

MIAMI RIVER GREENWAY ALTERNATIVE 1

SHEET NO. 1

14



Feet

TREE LEGEND

SMALL TREE

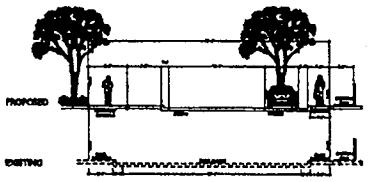
Hibiscus sp, 15' tall
Crape Myrtle, 15'-20' tall
Varawood, 15' tall

SHADE TREE

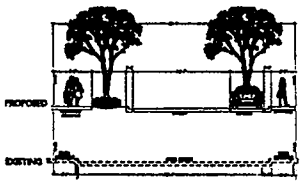
Wild Tamarind, 50' tall
Gumbo Limbo, 30'-50' tall
Live Oak, 40'-60' tall

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

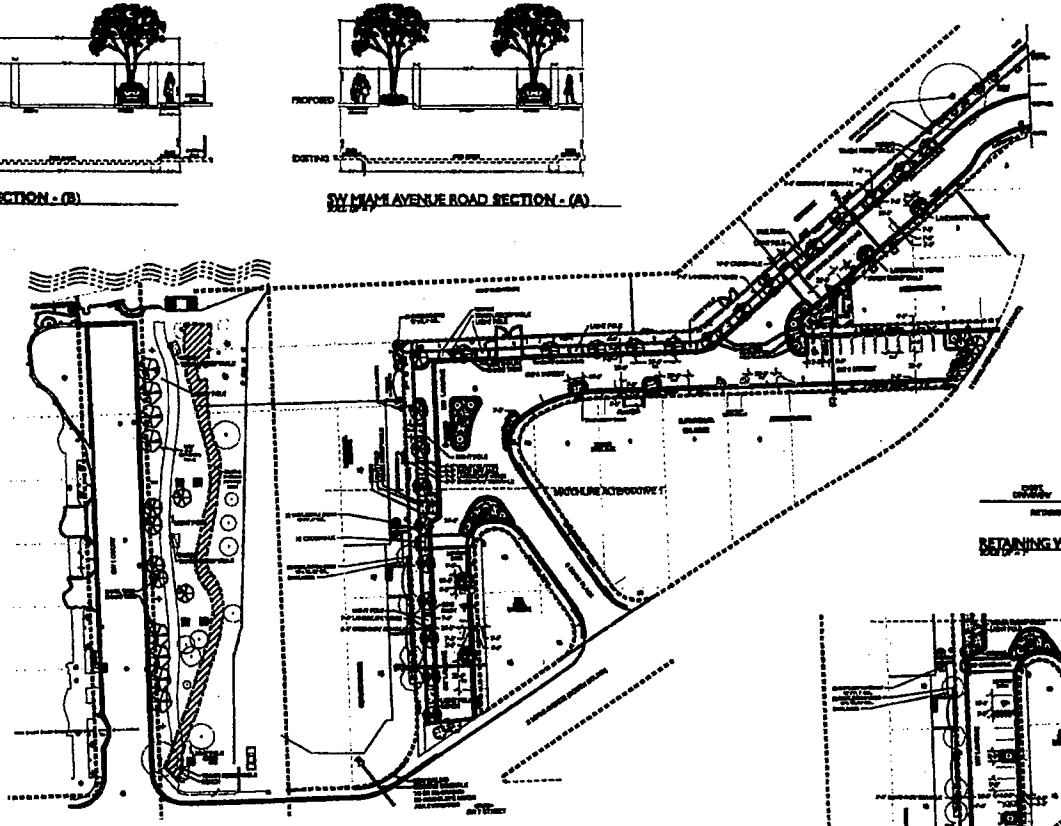
CITY OF MIAMI CAPITAL IMPROVEMENT DEPARTMENT			MIAMI RIVER GREENWAY ALTERNATIVE 2	SHEET NO.
ROAD NO.	COUNTY	FEDERAL PROJECT ID		
N/A	MIAMI-DADE	B-30130		2



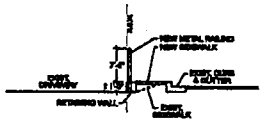
SW 1st AVENUE SECTION - (B)



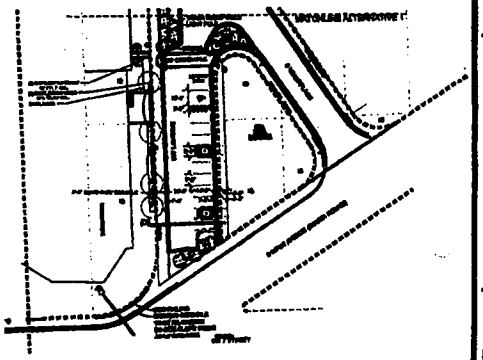
SW MIAMI AVENUE ROAD SECTION - (A)



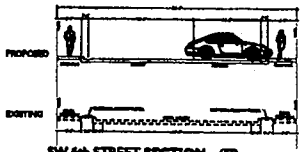
SW 1 AVENUE ALTERNATIVE 1
Total number of parking = 26



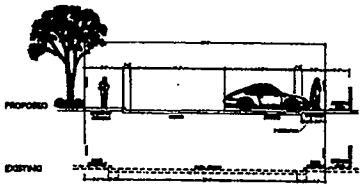
RETAINING WALL SECTION - (E)



SW 1 AVENUE ALTERNATIVE 1
Parking number increases by 9



SW 6th STREET SECTION - (C)



SW 1st AVENUE SECTION - (D)

ROSENBERG GARDNER DESIGN

MIAMI RIVER GREENWAY

MIAMI, FLORIDA

CONCEPTUAL PLAN

10/11/09

1" = 30'-0"

LA-2

...\B-30130\landscp\site plan.dwg 11/6/2009 4:27:46 PM