

MEMORANDUM

Agenda Item No. 8(M) (1)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: October 23, 2012

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

SUBJECT: Resolution ratifying agreement
between the Florida International
University Board of Trustees and
Miami-Dade County to conduct
mangrove wetlands restoration at
the FIU Biscayne Bay Campus
through Miami-Dade County's
Biscayne Bay Restoration and
Enhancement Program

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum



Date: October 23, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Subject: Resolution Ratifying the Mayor's Execution of an Agreement between the Florida International University (FIU) Board of Trustees and Miami-Dade County to Conduct Mangrove Wetlands Restoration at the FIU Biscayne Bay Campus Through the County's Biscayne Bay Restoration and Enhancement Program

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution ratifying the Mayor's execution of an Agreement between the Florida International University (FIU) Board of Trustees and Miami-Dade County to conduct mangrove wetlands restoration at the FIU Biscayne Bay Campus through the County's Biscayne Bay Restoration and Enhancement Program.

Scope

The FIU Biscayne Bay Campus is in Commissioner Heyman's District 4 at 3000 NE 151 Street, North Miami.

Fiscal Impact/Funding Source

The project costs of approximately \$900,000 will be funded from the Biscayne Bay Environmental Enhancement Trust Fund. Resolution No. R-422-12 approved a settlement agreement with petitioners of the Miami Harbor Federal Navigation Project Phase III that authorized transferring a total of \$1,310,000 to the Biscayne Bay Environmental Enhancement Trust Fund, of which \$400,000 is specified for FIU Biscayne Bay Campus/Oleta River State Park mangrove wetlands restoration. Resolution No. R-560-10 authorized the disbursement of \$700,000 from the Biscayne Bay Environmental Enhancement Trust Fund to fund wetlands restoration along the western shoreline of North Biscayne Bay, including FIU property. Because the funds under R-422-12 will be transferred once Seaport dredging construction begins, this project will be phased as funds are available.

Track Record/Monitor

Stephen Blair, the Restoration and Enhancement Section Chief in the Department of Regulatory and Economic Resources, will monitor the activities performed under this Agreement.

Background

The attached Agreement establishes the parameters under which FIU and the County shall conduct the wetlands restoration project at the FIU Biscayne Bay Campus, which will restore approximately 8 acres of wetlands habitat within the FIU Biscayne Bay Campus. The project involves clearing exotic vegetation, creating tidal channels and tidal pools, and planting mangroves using student participation and community volunteers.

Rapid urbanization and associated coastal development in southeastern Florida have eliminated the majority of low coastal wetlands along northern Biscayne Bay. As part of the Biscayne Bay Restoration and Enhancement Program, Miami-Dade County has successfully restored approximately 600 acres of coastal wetlands since 1985. These restoration activities are typically implemented on public lands and are assisted financially through various local, state, and federal programs.

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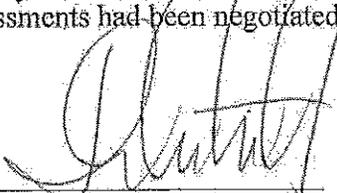
Honorable Chairman Joe A Martinez
and Members, Board of County Commissioners

Page 2

The objective of this project is two-fold: (1) to restore and enhance the ecological habitats for a wide variety of native wildlife and (2) to provide environmental education to the local community. The restored area will provide additional habitat for wildlife and marine resources, and improve the water quality in and around this portion of Biscayne Bay.

Miami-Dade County will obtain all necessary environmental permits, will coordinate and develop the construction specifications and drawings, will conduct the contractor selection process, will provide project management, will supervise the construction and volunteer efforts, and will coordinate the long-term success monitoring and maintenance of the completed project.

As a contract with a governmental unit for services, the subject Agreement was eligible for execution by the Mayor then ratification by the Board pursuant to Section 2-9 of the Code of Miami-Dade County. Timely execution was needed because preliminary tasks for utility clearances and geotechnical assessments had been negotiated and were pending this Agreement's execution for work to commence.



Jack Osterhoff, Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: October 23, 2012

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

SUBJECT: Agenda Item No. 8(M) (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
- 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(M)(1)
10-23-12

RESOLUTION NO. _____

RESOLUTION RATIFYING THE MAYOR'S EXECUTION OF AN AGREEMENT BETWEEN THE FLORIDA INTERNATIONAL UNIVERSITY (FIU) BOARD OF TRUSTEES AND MIAMI-DADE COUNTY TO CONDUCT MANGROVE WETLANDS RESTORATION AT THE FIU BISCAYNE BAY CAMPUS THROUGH MIAMI-DADE COUNTY'S BISCAYNE BAY RESTORATION AND ENHANCEMENT PROGRAM IN AN AMOUNT UP TO \$900,000; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE 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; and

WHEREAS, Miami-Dade County and the Florida International University (FIU) Board of Trustees have agreed to the terms of an Agreement allowing the County's Biscayne Bay Restoration and Enhancement Program to conduct mangrove wetlands restoration at the FIU Biscayne Bay Campus; and

WHEREAS, Miami-Dade County has the expertise to conduct the restoration described above and project funding is authorized and available,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the Mayor's execution of an Agreement between Miami-Dade County and the FIU Board of Trustees to conduct mangrove wetlands restoration at the FIU Biscayne Bay Campus through the County's Biscayne Bay Restoration and Enhancement Program, subject to the terms and conditions set forth in the attached Agreement, in substantially the form attached hereto and made part hereof for and on behalf of Miami-Dade County; and authorizes the Mayor or Mayor's designee to exercise amendments to this Agreement that are reasonably necessary to implement the intent of this Agreement and to exercise the provisions contained herein.

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:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 23rd day of October, 2012. 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.



Abbie Schwaderer-Raurell



AGREEMENT
BETWEEN
FLORIDA INTERNATIONAL UNIVERSITY AND
MIAMI-DADE COUNTY, FLORIDA

This Agreement is entered into by and between the Florida International University Board of Trustees, by and on behalf of Florida International University whose business address is: Modesto Maidique Campus, 11200 SW 8th Street, Miami, Florida 33199, Attention: Provost and Executive Vice President (hereinafter "the University") and Miami-Dade County (hereinafter "the County"), a political subdivision of the State of Florida whose principal business address is 111 NW First Street, Miami, Florida 33128.

ARTICLE I - BACKGROUND AND OBJECTIVES

The purpose of this Agreement is to establish the parameters under which the University and the County shall conduct a wetlands restoration project (hereinafter "the Wetlands Restoration Project") on approximately 7.66 acres of property under the control of Florida International University at its Biscayne Bay Campus (BBC) shown in pink on **Exhibit A** (hereinafter "Wetlands Restoration Area") attached hereto and incorporated herein by reference and to identify each party's role and responsibilities in connection therewith; and,

WHEREAS, the County, through its Biscayne Bay Restoration and Enhancement Program desires to establish the Wetlands Restoration Project on the Wetlands Restoration Area for purposes of restoring historic wetlands; and,

WHEREAS, the Miami-Dade County Miami-Dade Regulatory and Economic Resources Department staff has specialized knowledge and expertise regarding the planning, design, implementation and monitoring of wetland creation projects; and,

WHEREAS, the County, including the Miami Dade Regulatory and Economic Resources Department and other County Departments, shall implement the Wetlands Restoration Project on the Wetlands Restoration Area at its sole cost and expense on the terms outlined below; and,

WHEREAS, the University's participation in and agreement to the Wetlands Restoration Project is conditioned on the Wetlands Restoration Area and the Wetlands Restoration Project being available to the University, its students, faculty, staff and approved volunteers at all times (except during construction where access may be temporarily limited or precluded) for educational purposes to be used as a living learning laboratory, which may include but not be limited to research projects, an outdoor classroom and interpretive trail; and,

WHEREAS, based on the County's expertise and resources outlined above, the University has agreed to allow the County to pursue the Wetlands Restoration Project on the Wetlands Restoration Area, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

ARTICLE II – RECITALS

The parties hereby acknowledge that the above recitals are true and correct. The above recitals are incorporated herein by reference.

ARTICLE III – WETLANDS RESTORATION PROJECT DESCRIPTION

The objective of the County's Wetlands Restoration Project is to re-establish native wetland plant communities through the removal of invasive exotic vegetation and re-grading of areas depicted in Exhibit A. This work shall consist of (a) removing historically deposited dredge fill material; (b) removing invasive exotic vegetation and assistance in the planting and monitoring of wetland species; and (c) creating/restoring approximately 7.66 acres of wetland habitat, tidal streams and tidal pools. However, the University acknowledges and agrees that the County shall not be obligated to undertake the Wetlands Restoration Project on the 0.51 acres identified on Exhibit A which is immediately adjacent to Oleta State Park if the County is not able to secure all necessary authority from the State of Florida to extend the Wetlands Restoration Project into the adjacent land in Oleta State Park consisting of approximately 0.88 acres. Additionally, the parties acknowledge and agree that if the County encounters additional issues in conducting and completing the Wetlands Restoration in the areas on Exhibit A due to unknown factors such as underground pipelines, the parties shall work together to redefine the Wetlands Restoration Area shown on Exhibit A. However, in no event shall Wetlands Restoration Project be implemented in any area outside the 7.66 acres identified on Exhibit A without the prior written consent of the University and the County. The work may also include a nature interpretive trail within the Wetlands Restoration Area, subject to the University's written approval. The University's students, faculty, and/or staff will be provided with the opportunity to participate in the mangrove planting subject to coordination with the County.

ARTICLE IV - RESPONSIBILITIES

A. County Responsibilities:

1. Design, Construction, Implementation, Administration, Completion and Monitoring: The County shall be responsible for designing, constructing, implementing, administering, completing and monitoring the Wetlands Restoration Project; at its sole cost and expense, in accordance with and subject to the Agreement terms. The County's Miami-Dade Regulatory and Economic Resources Department shall be responsible for administrative oversight of the Wetlands Restoration Project to ensure compliance with plan goals, procedures, and methods of the Wetlands Restoration Project, all of which shall be subject to the prior review and written approval of the University.

2. Submittal of Preliminary/Final Wetlands Restoration Project Information: The County has attached, to this Agreement, preliminary copies (collectively "Preliminary Documents") of the information set forth in items (i) through (iii) below (Exhibits B and C respectively).

(i) A scope of work together with a Wetlands Restoration Project timeline (including preparing and updating the timeline or phasing plan as funding becomes available but in no event later than the termination or expiration of this Agreement). The preliminary and

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updated scope(s) of work shall be attached to this Agreement as Exhibit B and incorporated herein by reference; and

(ii) Copies of all proposed documents pertaining to the Wetlands Restoration Project, including but not limited to, design documents/contracts, construction documents/contracts, drawings and a survey, including a detailed legal description of the Wetlands Mitigation Site (segregated into phases, if applicable); and,

(iii) The County budget for the Wetlands Restoration Project is set forth on Exhibit C attached hereto and incorporated herein by reference. The County budget for the Wetlands Restoration Project shall be updated and revised as funding becomes available. Any updates or revisions to the County budget shall be attached to this Agreement as Exhibit C and incorporated herein by reference.

The County shall provide the University/University Facilities Management Department with additional detailed information for each of the above Preliminary Documents as and when available for review and written approval (collectively "Final Documents"). If the County undertakes the Wetlands Restoration Project in separate phases, the Preliminary and Final Documents required in this provision must be provided for each phase of the Wetlands Restoration Project.

The County shall provide the University/University Facilities Management Department with a reasonable time period to review the Preliminary and Final Documents which shall not be less than thirty (30) days after the University/University Facilities Management Department's receipt of same. The parties acknowledge and agree that thirty (30) days shall be the minimum University/University Facilities Management Department review period (hereinafter referred to as the "University Review Period") for any and all County actions, documents or other information referenced in this Agreement that require prior written approval of the University/University Facilities Management Department; provided however, this timeframe shall be extended if additional time is required by the University/University Facilities Management Department. Notwithstanding this provision, the University/University Facilities Management Department shall use its best efforts to complete and respond to any approval/review requests submitted by the County within a thirty (30) day period after the University's receipt of same.

3. University Written Authorization to Proceed: The County must obtain prior written approval of the University, through its authorized representative, prior to commencing any actual work on the Wetlands Restoration Project in the Wetlands Restoration Area. The University and the County acknowledge and agree that the Wetlands Restoration Project shall be conducted in phases if the County is not able to secure all of the funding necessary to complete the entire Wetlands Restoration Project referenced in this Agreement at the same time. Notwithstanding anything in this Agreement to the contrary, the County acknowledges and agrees that it shall not commence any actual work on any phase until: (i) all of the necessary funding is in place for that particular Phase and (ii) the University/University Facilities Management Department has issued prior written approval for the County to proceed with each applicable phase.

Although the County is not authorized to proceed with any actual work on the Wetlands Restoration Project/Area or any phase thereof until it has received the requisite written approvals

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from the University, the County is authorized to start assembling the permit applications and information required therein upon the Agreement Effective Date (defined below).

4. Permitting: The County shall be responsible for preparing and submitting all permit applications/supplemental documentation required under applicable federal, state and local laws for the Wetlands Restoration Project and submitting same to the University/University Facilities Management Department for review and comment during the University Review Period. This shall include drafting, review, and submission of permit applications and coordination of any required responses requested by the permitting agencies. Costs for these activities are considered County Project costs, and thus are budgeted by the County within the Scope of Work set forth on Exhibit B. If and when permit documents are approved and executed by the University, the County shall process and submit all permit application(s)/fees required for the Wetlands Restoration Project.

5. Project Cost/Funding: The County shall be responsible for the entire Wetlands Restoration Project funding, inclusive of permit application/submission and related processing fees; developing, writing and awarding of contracts or cooperative agreements regarding implementation of the work; scheduling, hiring and payment of personnel; purchasing or renting supplies, materials and equipment needed for the Wetlands Restoration Project design/implementation/administration; and designing a monitoring plan. The County shall lead the initiative to procure funding for any and all costs, expenses, and/or fees for design, construction and completion of the Wetlands Restoration Project set forth herein. Notwithstanding this provision, the University has agreed to voluntarily assist the County in its fundraising efforts for the Wetlands Restoration Project and educational activities related thereto. However, the County understands and agrees that the University is not assuming any financial obligations or liability with respect to the Wetlands Restoration Project.

6. Coordination/Administration of the Project: Prior to commencing the Wetlands Restoration Project, or any phase thereof, the County and the County's employees, the County's contractor(s), agents and subcontractors, shall coordinate all Wetlands Restoration Project work on the sites illustrated in Exhibit A with University administrators, including but not limited to the University Facilities Management Department administrators, to minimize interference with ingress and egress to the sites illustrated in Exhibit A. The County and the University shall also need to agree on the staging location for the County's equipment and materials, to the extent necessary prior to the commencement of the Wetlands Restoration Project. All design and Wetlands Restoration Project work must be pre-approved by the University Facilities Management Department in writing.

7. Compliance with Laws/FIU Requirements: The County shall perform all design, construction and monitoring work in accordance with applicable federal, state, and local laws, rules and regulations, including but not limited to applicable environmental laws (collectively "Laws"), FIU design and construction standards, policies, procedures and other standards in effect at the time of the design and Wetlands Restoration Project work (collectively "FIU Requirements".) The County must also insure that all design and/or Wetlands Restoration Project work is performed by qualified and licensed individuals in accordance with applicable Laws and FIU Requirements, except as may otherwise be agreed to by the parties in writing. The County shall be responsible for insuring that all design, construction and/or monitoring work is carried out and completed in a safe and secure manner so as to protect all persons and property. The County shall coordinate and schedule all design and/or Wetlands Restoration Project work with

the University Facilities Management Department. The University Facilities Management Department shall designate a project manager authorized to act on the University's behalf.

The County, County's employees, and the County's contractors, agents, and subcontractors shall require that all work be performed in compliance with all applicable federal, state and local safety regulations and all safety project provisions associated with the County construction contract, a copy of which must be provided to the University for review and written approval. The County shall designate a representative authorized to act on the County's behalf under this Agreement.

B. University Responsibilities:

1. Coordination/Review/Approval of County Wetlands Restoration Project. The University, through its Facilities Management Department, shall assist the County in coordinating the Wetlands Restoration Project within the Wetlands Restoration Area. All Wetlands Restoration Project work, including but not limited to design, implementation, and completion must be pre-approved in writing by the University through its Facilities Management Department, at each applicable phase prior to commencement. The University's review and approval shall be solely for purposes of determining whether the Wetlands Restoration Project documentation and/or work is generally consistent with the University's intent and such review and/or approval shall not relieve the County of any of its responsibilities under this Agreement.

2. The University agrees to have the County prepare all documentation required for permitting purposes and to coordinate the processing of any and all permit applications and/or other required documents subject to and in accordance with the terms of this Agreement.

3. The University shall grant the County, the County's employees, the County's contractor(s), agents and subcontractors, access to the sites illustrated in Exhibit A to perform the Wetlands Restoration Project during the Agreement term, unless terminated earlier pursuant to the terms herein.

4. The access provided to the County and the County employees, the County's contractor(s), agents and subcontractors shall be limited to the terms, time-frame and conditions set forth herein, and is not intended to provide any additional rights not expressly set forth herein.

5. The University School of Environment, Arts and Society (SEAS) shall be responsible for designating, approving and supervising any and all University faculty, staff, and or students who desire to volunteer on the Wetlands Restoration Project.

ARTICLE V - SHARED RESPONSIBILITIES

SEAS will help the County with the design and implementation of a monitoring plan. SEAS shall assist the County with the procuring of funds to complete the Wetlands Restoration Project, especially funds to enhance the education and outreach initiatives and the monitoring plan.

ARTICLE VI - NOTICES

All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by certified mail return receipt requested or electronically with written evidence of delivery thereof to the Key Officials as identified in this Agreement.

ARTICLE VII - TERM OF AGREEMENT

- A. This Agreement shall be for term of three (3) years, beginning on the Effective Date of the Agreement (defined below), unless it is terminated earlier by one of the parties pursuant to the Agreement terms.
- B. Continuation of this Agreement (in whole or in part) beyond the third year, but in no event for more than (2) additional years after the Effective Date, is contingent upon: (a) the availability of funds and (b) mutual written agreement of the parties. The University and the County may mutually agree in writing to extend the Agreement term thereafter.

ARTICLE VIII - KEY OFFICIALS

A. Key Officials are essential to ensure maximum coordination and communication between the parties and the work being performed. For the purposes of this Agreement, the Key Officials are:

1. For FIU:

Douglas Wartzok, Ph.D, Provost & Executive Vice President
Florida International University
11200 S.W. Eighth Street
PC 526
Miami, FL 33199
Telephone: (305) 348-2151
Facsimile: (305) 348-2994

Mike Heithaus, Ph.D, Executive Director, School of Environment, Arts and Society
Associate Dean, College of Arts & Sciences
3000 N.E. 151 Street, BBC
AC I 318
North Miami, FL 33181
Telephone: (305) 919-5234
Facsimile: (305) 919-5964

2. For the County:

Mr. Jack Osterholt, Director,
Miami-Dade Regulatory and Economic Resources Department
701 N.W. 1st Court
Suite 400
Miami, Florida 33136
Telephone: (305) 372-6754

Facsimile: (305) 372-6759

The Miami-Dade County Project Manager, to whom all required correspondence, inquiries and communications, should be directed:

Mr. Gary Milano, Environmental Resource Project Supervisor
701 N.W. 1st Court
Suite 400
Miami, Florida 33136
E-mail: milang@miamidade.gov
Telephone: (305) 372-6851
Facsimile: (305) 372-6659

B. Changes in Key Officials: The University and the County shall use best efforts to notify the other party in writing at least thirty (30) days in advance of making any permanent changes in a Key Official.

ARTICLE IX – LIABILITY

A. The County shall indemnify and hold harmless the University and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the University or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, cases of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the County or its employees, agents, servants, partners, principals or subcontractors. The County shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the University, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment or portions thereof, which, when totaled with all other claims or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment by any one person which, when totaled with all other claims or judgment paid by the County arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the County.

B. The University shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, cases of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the University or its employees, agents, servants, partners, principals or subcontractors. The University shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the

extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the University shall not be held liable to pay a personal injury or property damage claim or judgment or portions thereof, which, when totaled with all other claims or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment by any one person which, when totaled with all other claims or judgment paid by the University arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the University.

ARTICLE X - REPORTS AND/OR OTHER DELIVERABLES

Construction documents and construction progress reports generated by the County must be provided to the University/University Facilities Management Department in accordance with the project timeline to communicate progress of the program. General Progress Reports should be provided to the University/University Facilities Management Department on a monthly basis. Said reports shall include a general description of the work performed to date, progress made since last report, outstanding tasks to be completed, and maps showing the projected vs. actual treatment area. On an annual basis, SEAS will provide a progress report and presentation of monitoring results collected to date and general observations.

ARTICLE XI - PROPERTY UTILIZATION

The parties acknowledge and agree that as a material condition of the University entering into this Agreement, the University and its students, faculty, staff and/or designated volunteers shall at all times be authorized to use the Wetlands Restoration Project and the Wetlands Restoration Area as a living laboratory for educational purposes which may include but not be limited to: research projects, an outdoor classroom and/or interpretive trail. However, the parties agree that during construction, there may be brief periods during which access may be limited or temporarily precluded.

The parties also acknowledge and agree that the Wetlands Restoration Area is and shall at all times be under the control of the University and the ownership of the Trustees of the Internal Improvement Fund. In no event shall this Agreement transfer any ownership or other property rights to the County.

This provision shall survive expiration of this Agreement.

ARTICLE XII - MODIFICATION AND TERMINATION

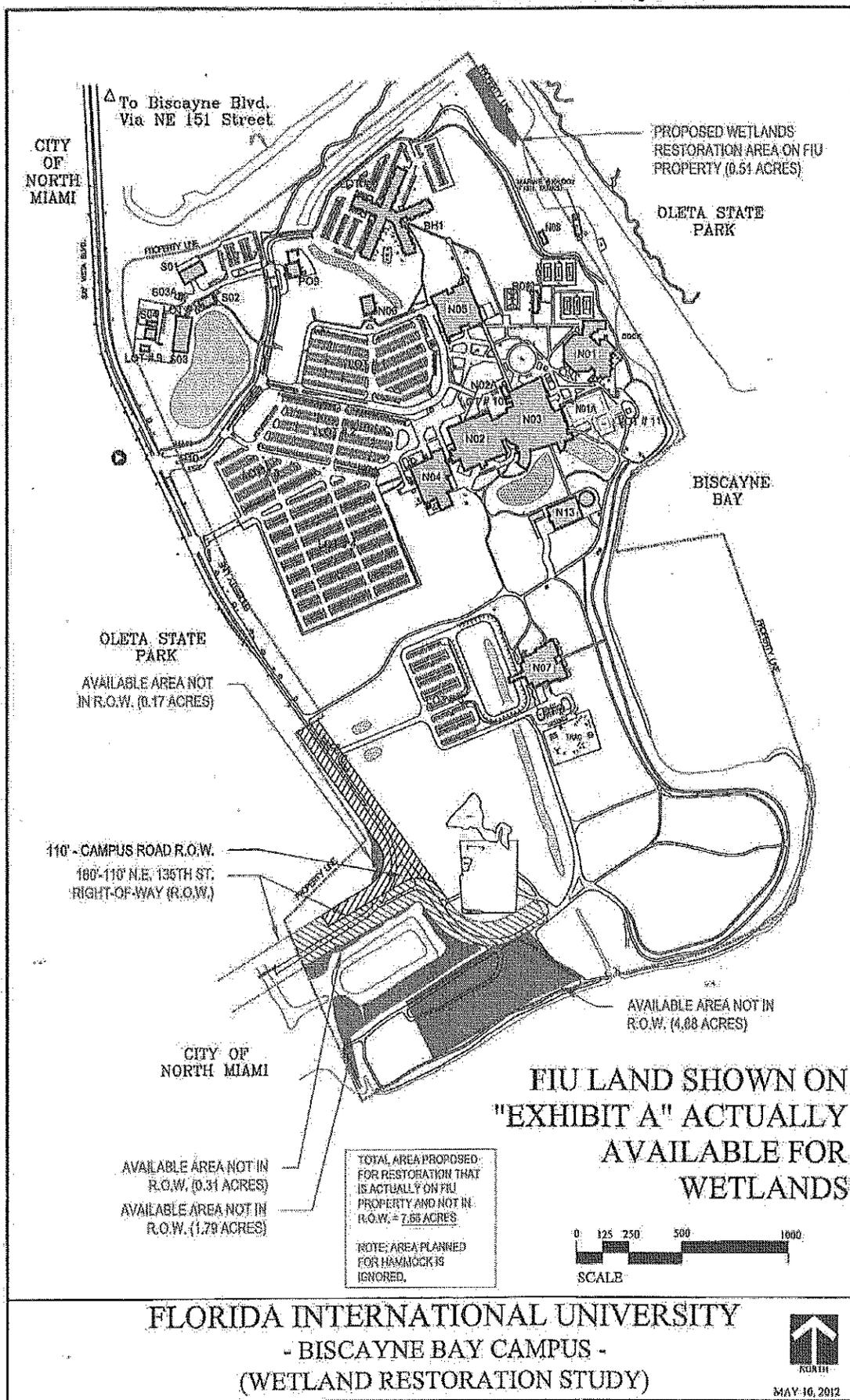
A. Modification: This Agreement may be modified by amendment upon mutual written agreement of both parties.

B. Termination Without Cause: Either party may terminate this Agreement without cause or for no reason at all at any time prior to the commencement of the Wetlands Restoration Project or any phase thereof, by providing sixty (60) days advance written notice to the other party. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice.

FIU/MDC WETLANDS RESTORATION AGREEMENT
LIST OF EXHIBITS

EXHIBIT A: AUTOCAD DEPICTION OF WETLANDS RESTORATION PROJECT
AREA TOTALING APPROXIMATELY 7.66 ACRES ATTACHED

EXHIBIT A: Wetlands Restoration Project Area



FIU LAND SHOWN ON "EXHIBIT A" ACTUALLY AVAILABLE FOR WETLANDS

TOTAL AREA PROPOSED FOR RESTORATION THAT IS ACTUALLY ON FIU PROPERTY AND NOT IN R.O.W. = 7.66 ACRES
 NOTE: AREA PLANNED FOR HAMMOCK IS IGNORED.

AVAILABLE AREA NOT IN R.O.W. (0.31 ACRES)
 AVAILABLE AREA NOT IN R.O.W. (1.79 ACRES)

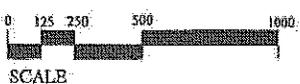


EXHIBIT B: PRELIMINARY SCOPE OF WORK AND PROJECT TIME-LINE TO
BE SUPPLEMENTED BY DETAILED SCOPE OF WORK AND
PROJECT TIME-LINE

Preliminary Approvals:

Approved by the County: _____ (Name/Title) on _____

Approved by FIU: _____ (Name/Title) on _____

Final Detailed Approvals:

Approved by the County _____ (Name/Title) on _____

Approved by FIU: _____ (Name/Title) on _____

Exhibit B

Florida International University (FIU) Wetlands Restoration Scope of Work

I. Introduction

Rapid urbanization and associated coastal development in southeastern Florida over the last 100 years have virtually eliminated the majority of low coastal wetlands along north Biscayne Bay.

The ecological importance of coastal wetlands as habitat and as a vital link in the marine food web has been well documented. Florida mangrove communities are important habitats for a wide variety of fish, reptiles, amphibians, birds, and mammals. Historical wetlands are being restored on publicly owned lands through cooperative efforts of federal, state, and local agencies. The restoration process has involved removing fill and bulkheads, establishing species-specific elevation grades, creating flushing channels, removing exotic trees, and planting wetlands vegetation.

This restoration effort will involve the restoration of approximately 7.7 acres of wetlands community within the FIU Biscayne Bay Campus. The restoration effort will involve the selective clearing of all exotic vegetation, the excavating and proper disposal of all materials, the creation of flushing channels, the creation of tidal pools, and the planting of mangroves using volunteers from the local community. Please see locator map Exhibit A. The objective of the project is two-fold 1.) to restore and enhance the ecological habitats for a wide variety of fish, reptiles, amphibians, birds, and mammals, 2.) and, to provide environmental education to the local community. This restoration project will provide additional habitat for wildlife and marine resources and improve the water quality in and around FIU.

The success of the restoration will be documented, by Miami Dade County (MDC), through the evaluation of long-term mangrove survival, and faunal assessments at the site. MDC has been conducting habitat restoration since 1985. As part of the Biscayne Bay Restoration and Enhancement Program, MDC has successfully restored approximately 500-acres of wetland communities.

MDC will obtain all necessary environmental permits, coordinate and develop the construction specifications and drawings, conduct the contractor selection process, provide project management, supervise the construction and volunteer efforts, and coordinate the long-term success monitoring and maintenance of the completed project.

The University, through its Facilities Management Department, will assist the County in coordinating the Wetlands Restoration Project within the Wetlands Restoration Area. All Wetlands Restoration Project work, including but not limited to design, implementation, and completion will be pre-approved in writing by the University through its Facilities Management Department, at each applicable phase prior to commencement.

II. Restoration Work Plan

Project Development

Task 1.1 Site Evaluations

MDC will contract for professional services to perform on site evaluations (topographic, geotechnical, chemical, utility survey, etc.) which are necessary to develop a conceptual wetlands restoration design.

Task 1.2 Obtain Required Environmental Permits

The County shall be responsible for preparing and submitting all permit applications/supplemental documentation required under applicable federal, state and local laws for the Wetlands Restoration Project. Prior to submittal, the permit documents will be approved and executed by the University.

Task 1.3 Development of Restoration Contract Documents

Topographic survey information will be used to calculate construction excavation quantities, and will be used to create the detailed engineering drawings. MDC will develop the restoration contract documents for the proposed restoration sites. Prior to finalization, the permit documents will be approved and executed by the University.

Task 1.4 Contractor Selection Process

MDC will select potential contractor(s) and administer the restoration construction contract.

Wetlands Restoration

Task 2.1 Physical Modifications

MDC will restore approximately 7.7-acres delineated in Exhibit A. This will be accomplished through the selective clearing of exotic vegetation, removal of excess fill, creation of flushing channels and tidal pools, dredging a network of tidal channels, and the planting of wetlands vegetation (red mangroves and marsh grass).

Task 2.2 Success Monitoring and Maintenance

Success Monitoring and Maintenance will be conducted yearly by MDC for a period of 5-years. The monitoring will be assisted with University students. The vegetative monitoring will consist of annual observations along fixed grids and photo-stations within the newly restored sites. The following detailed observations will be recorded at each monitoring grid: species, plant height, diameter at breast height (if applicable), and presence of prop roots. In addition, long-term exotic vegetation control will be conducted to enhance natural recruitment of native vegetation.

III. Project Timeline (from execution of funding contract)

Months

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

Task 1.1

Task 1.2

Task 1.3

Task 1.4

Task 2.1

EXHIBIT C: PROJECT BUDGET, WHICH MAY BE AMENDED FROM TIME TO TIME BASED ON INCREASED FUNDING

Preliminary Budget Approval:

Approved by the County: _____ (Name/Title) on _____

Approved by FIU: _____ (Name/Title) on _____

Updated Budget Approval:

Approved by the County _____ (Name/Title) on _____

Approved by FIU: _____ (Name/Title) on _____

Updated Budget Approval:

Approved by the County _____ (Name/Title) on _____

Approved by FIU: _____ (Name/Title) on _____

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Exhibit C

Estimated Project Budget

<u>Task</u>	<u>Cost</u>
Task 1.1 Site Evaluations	\$100,000
Task 1.2 Obtain Required Environmental Permits	\$50,000
Task 1.3 Development of Restoration Contract Documents	\$40,000
Task 1.4 Contractor Selection Process	\$50,000
<u>Wetlands Restoration</u>	
Task 2.1 Physical Modifications (7.7 acres @\$75,000/acre)	\$577,500
Task 2.2 Success Monitoring and Maintenance	\$50,000
Total	\$867,500