

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 12(A) (2)

07-10-07

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

RESOLUTION NO. R-844-07

RESOLUTION ACCEPTING A MEMORANDUM OF AGREEMENT BETWEEN THE DOWNTOWN DEVELOPMENT AUTHORITY AND MIAMI-DADE COUNTY FOR EXPENDITURE OF \$170,000 FOR A LANDSCAPE IMPROVEMENT PROJECT ON FOUR (4) DOWNTOWN I-95 ON AND OFF RAMPS AT N.W. 3RD AVENUE, N.W. 3RD COURT, BISCAYNE BOULEVARD/S.E. 2 AVENUE, AND MIAMI AVENUE

WHEREAS, 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 this Board hereby approves the Memorandum of Agreement (MOA), in substantially the same form attached hereto, between Miami-Dade County and the Downtown Development Authority (DDA) for a \$170,000 Community Image Advisory Board (CIAB) landscape improvement project on four (4) of the Downtown I-95 on and off ramps, located at N.W. 3rd Avenue, N.W. 3rd Court, Biscayne Boulevard/S.E. 2 Avenue, and Miami Avenue; authorizing the Miami-Dade Community Image Advisory Board (CIAB) to expend \$70,000 for the Project; and accepting the DDA contribution of \$100,000 for the purchase of plant material and reimbursement of Project costs; authorizing the Mayor or his designee to execute this MOA and to accept additional funds that may become available for this Project; and authorizing the Mayor or his designee to exercise the provisions contained in the MOA.

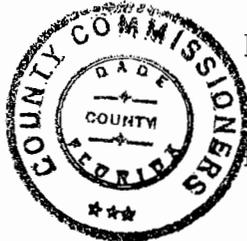
The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Carlos A. Gimenez and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of July, 2007. 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: **KAY SULLIVAN**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Thomas Goldstein

Memorandum



Date: July 10, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing a Memorandum of Agreement with the Downtown Development Authority for Landscape Improvements of Downtown I-95 On and Off Ramps.

Agenda Item No. 12(A)(2)

Recommendation

It is recommended that the Board approve the attached resolution authorizing a Memorandum of Agreement (MOA) with the Downtown Development Authority (DDA) for the Community Image Advisory Board (CIAB) landscape improvement project on four (4) of the Downtown I-95 on and off ramps, located at N.W. 3rd Avenue, N.W. 3rd Court, Biscayne Boulevard/S.E. 2 Avenue, and Miami Avenue.

Scope

This item impacts Downtown Miami along I-95, contained in Districts 3 and 5.

Fiscal Impact/Funding Source

The total project cost is \$170,000. The DDA is contributing \$100,000 for the purchase of plant material and reimbursement of project costs. The Miami-Dade CIAB will be contributing \$70,000 for the landscape design, permitting plans, and project installation.

Track Record/Monitor

The Downtown Development Authority and the City of Miami have performed well on similar improvement projects in their areas. Alyce Robertson, Community Image Manager, Office of Community Image, and David Cardenas, Chief of Right-of-Way Aesthetic and Asset management Division, Public Works Department, are responsible for monitoring the MOA.

Background

In an effort to improve aesthetics and enhance transportation corridors in Downtown Miami that enrich the quality of life for residents and the appearance of the community for visitors, the CIAB approached the DDA regarding their projects Downtown. Both parties have agreed that the interstate entrances into the Downtown area serve as Gateways into the core of a significant tourist attraction and need to be more visually appealing. As a result, the attached MOA states that the County and the DDA will partner on landscaping and improving four of the major I-95 on and off ramps at N.W. 3rd Avenue, N.W. 3rd Court, Biscayne Boulevard/S.E. 2 Avenue, and Miami Avenue. In the interest of aesthetic and visual continuity, the landscaping improvements will include the installation of shrubs and herbaceous material similar to other recent CIAB projects in the Downtown area. The DDA has agreed to assume responsibility of maintaining the project areas once the project is completed. The project is expected to be completed by September 30, 2007.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: July 10, 2007

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

SUBJECT: Agenda Item No. 12(A)(2)

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

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** made and entered into this 24 day of June, 2007, by and between the **DOWNTOWN DEVELOPMENT AUTHORITY**, an independent City of Miami Agency, hereinafter referred to as the "**DDA**", and **MIAMI-DADE COUNTY**, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "**COUNTY**".

WITNESSETH

WHEREAS, the **DDA** and **COUNTY** are working on aesthetic enhancement projects in downtown Miami that enrich the quality of life for residents and visual impact for visitors, and

WHEREAS, both parties herein wish to conduct a landscape project on certain downtown on/off ramps of I-95 at DuPont Plaza, SE 3rd Street, NW 3rd Avenue, NW 3rd Court, and SW 2nd Avenue to Biscayne Boulevard, and Miami Avenue (the "Properties"), which Properties are owned by the Florida Department of Transportation (the "FDOT") hereinafter referred to as the "Project."

WHEREAS, FDOT has consented to the Project subject to the City of Miami ("City") obtaining a permit from FDOT on DDA's behalf, and assuming responsibility for the maintenance of the Project, which responsibility is to be assumed by the DDA pursuant to a Maintenance Agreement, attached hereto as Exhibit "B". (the "Maintenance Agreement").

NOW, THEREFORE, in consideration of the promises and the covenants contained herein, the parties agree:

1. The cost of the Project is estimated to be \$170,000. The **DDA** shall provide \$100,000 for the Project and the **COUNTY**, through the Community Image

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Advisory Board, shall provide \$70,000. The scope of the Project is detailed in Exhibit "A" hereto.

2. The **DDA** will procure consultant landscape architects to design the Project. **DDA** shall be responsible for the payment of fees to the landscape architect. The **DDA** and the **COUNTY** will work jointly to approve the landscape plans for the Project by July 31, 2007. In the event the plans are not approved by November 30, 2007, then this Agreement shall terminate and the parties shall be released from all further obligations hereunder.,
3. The **COUNTY** shall be responsible for the performance of the work necessary to implement the Project (the "Work") by utilizing **COUNTY** staff or through a qualified contractor selected through a competitive bidding process. The **COUNTY** shall cause the Project to be completed in accordance with the Plans and all applicable rules and regulations by not later than March 2008, except as may be extended by mutual agreement of the parties or by events of unavoidable delay. In the event the Work has not commenced by January 31, 2008, then either party may terminate this Agreement whereupon the County shall reimburse to the DDA all amounts paid by the DDA under this Agreement except for the payment of the landscape architect's fees.
4. The **DDA** shall identify and obtain all necessary permits to perform the work at the Project location, in accordance with applicable State, Federal, and local laws and ordinances. To the extent the DDA is not authorized to apply or obtain a permit then the City agrees to do so, at DDA's cost and on its behalf. It is anticipated that all necessary permits will be obtained by August 30, 2007, to allow the County to complete the Project by December 31, 2007 ("Completion Date"). The County shall not commence the Work until all necessary permits have been obtained. Any delays in obtaining the Permits beyond the date herein

stipulated shall operate as an extension of the Completion Date by the same number of days. In the event that permits are not obtained by November 30, 2007, this Agreement shall terminate and the parties shall be released from all further obligations hereunder.

5. The **COUNTY** shall be responsible for locating all utilities within the Project limits at least forty-eight (48) hours prior to the commencement of any Work. **DDA** and, if the City acquires the permit, the City shall not be responsible for any damages caused by failure to properly locate all utilities within the Project limits.
6. Upon commencement of construction **DDA** shall submit to the **COUNTY** an initial payment of \$50,000 to be applied either toward the purchase of plant materials or to the payment of the contractor upon completion of the project. The balance of the **DDA's** contribution shall be payable upon completion of the Work. It is understood and agreed that **DDA's** maximum monetary responsibility is \$100,000.
7. **DDA** shall be responsible for the maintenance of the Project area in accordance with the provisions of a Maintenance Agreement between the **DDA** and the City, in substantially the form attached hereto as Exhibit "B", which shall provide for at least twenty-four (24) maintenance cycles per year.
8. Notwithstanding anything herein to the contrary, and except for **DDA's** maintenance responsibilities under the Maintenance Agreement, it is understood that neither the City nor **DDA** shall be liable for any work performed in connection with the Project unless it is caused by their own negligence, it being understood that **DDA's** sole responsibility is to retain the services for the landscape architect and make the contributions described herein.
9. Neither party is waiving legal rights it may have to sue for non-performance of this contract.

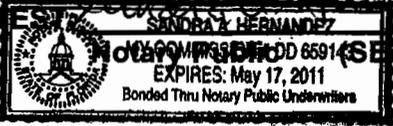
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

**DOWNTOWN DEVELOPMENT
AUTHORITY**

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

By: *[Signature]*
Executive Director

By: _____
County Mayor (or designee)

ATTEST: *[Signature]*


ATTEST: _____
County Clerk (SEAL)

APPROVED AS TO LEGAL FORM

By: *[Signature]*
City Attorney

By: _____
County Attorney

JOINDER

The City executes this agreement to acknowledge its obligations under paragraphs 4 and 7 hereof.

Attest:

[Signature] 6/29/07
Priscilla A. Thompson, City Clerk

City of Miami
[Signature]
Pedro G. Hernandez, City Manager

EXHIBIT "A"

SCOPE OF PROJECT

The Miami-Dade County Community Image Advisory Board (CIAB) explores enhancements to gateways within Miami-Dade County. The Downtown area was identified as a priority gateway of the CIAB due to the high number of visitor sites within the Downtown core. The Downtown Development Authority (DDA) is a member of the CIAB.

The existing landscape conditions of the ramps are poor and unattractive. The ramp areas designated within the Project are owned by the Florida Department of Transportation (FDOT) are not scheduled for improvements by FDOT. Miami-Dade County through the CIAB and the DDA are partnering to make Gateway improvements to ramps within the Downtown area. We have received consent for the project from FDOT through the CIAB and a formal permit will be required from FDOT before planting can commence. A preliminary plan has been scoped and is described in Exhibit "A-1" hereto. However a formal landscape plan will be designed by a landscape architect hired by the DDA and implemented by the County. The DDA has identified \$100,000 and the CIAB has identified \$70,000 in project funds to implement the landscape upgrades. In the event that unforeseen cost increases in plant material or labor, the scope of the planting project will be scaled back to fit within the project budget of \$170,000.

EXHIBIT "A-1"

Project Location: The Gateway Landscaping project is proposed at the following entrance/exit ramps and corridors:

- On/Off ramps to I-95 from SE 2nd Avenue and SE 3rd Street
- On/Off ramps to I-95 from Miami Avenue
- SE 3rd Street corridor from SE 2nd Avenue to Biscayne Blvd
- The west side green space of NW 3rd Avenue from Flagler Street to NW 8th Street
- The east side green space of NW 3rd Court from NW 2 Street to NW 8th Street

Design: The DDA will select, procure and manage a landscape architect to prepare landscape architecture construction documents that will identify plant species, number of plants, planting details, etc. These drawings will be developed based on the survey drawings for each of the areas provided by FDOT. Design development of these drawings will be coordinated with Miami-Dade County. In some cases, some of the identified areas may not be within FDOT right-of-way and therefore the plans will be designed accordingly and base drawings may need to be developed. Estimated Design Timeframe: 30-60 days

Permitting: The City of Miami Public Works department has agreed to be the permittee on behalf of Miami-Dade County and the DDA. The DDA will process the plans and permit applications with FDOT for compliance with FDOT standards. Once the permit review has been completed and the plans, specifications and applications meet FDOT standards, FDOT will issue a permit for the construction of the landscape enhancements. In some cases, some of the identified areas may not be within FDOT right-of-way and therefore the plans will be permitted accordingly with the appropriate agency having jurisdiction. Estimated Permitting Timeframe: 30-60 calendar days

Construction: The Miami-Dade County Community Imagery Advisory Board has agreed to select, procure and manage the construction and implementation of the landscape enhancements. Based on the permit requirements, the contractor will be required to coordinate with utility companies, governmental agencies having jurisdiction and calling for inspections as required. The DDA in conjunction with the County will provide regular construction observations to insure that the construction is in accordance with the approved plans and specifications. Estimated Construction Timeframe: 30-60 calendar days

Preliminary Planting Plan: The ramp areas will be xeriscaped to minimize water use. The plans will include species from the following plant palette or those mutually agreeable to the DDA and the County that minimize water use and maintenance costs, decrease the likelihood of theft, are suitable to the location(s) for sun/shade adaptability, continuity of design to adjacent areas or nearby ramp areas, deter unsuitable uses of the ramps, and provide vibrant colors wherever possible:

Boston fern	<i>Nephrolepis exaltata</i>
Red-tip cocoplum	<i>Chrysobalanus icaco</i>
Gold mound duranta	<i>Duranta repens</i>
Ficus "Green Island"	<i>Ficus microcarpa</i>
Red fountain grass	<i>Pennisetum setaceum 'Cupureum Compactum'</i>
Star jasmine	<i>Jasminum multiflorum</i>
Variegated lirioppe	<i>Liriope muscari 'Variegata'</i>
Purple queen	<i>Tradescantia pallida</i>
Mexican petunia	<i>Ruellia brittoniana</i>
Silver buttonwood	<i>Conocarpus erectus var. sericeus</i>
Ti	<i>Cordyline fruticosa</i>
Hibiscus trees (30) gallon	<i>Hibiscus sp.</i>
Bougainvillea "San Diego Red" (30) gallon	<i>Bougainvillea buttiana</i>
Sabal palms (10-12) C.W.	<i>Sabal palmetto</i>
Mexican cassia (6- 8) Foot	<i>Caesalpinia mexicana</i>

EXHIBIT "B"

MAINTENANCE AGREEMENT

LANDSCAPE MAINTENANCE AGREEMENT

This Agreement ("Agreement"), made and entered into this _____ day of _____, 2007 by and between the Miami Downtown Development Authority, party of the first part (hereinafter "Miami DDA") and the City of Miami, party of the second part (hereinafter called "CITY").

WITNESSETH

WHEREAS, the Miami DDA wishes to conduct a landscape project on certain Downtown on/off ramps of I-95 at Dupont Plaza, SE 3rd Street, NW 3rd Avenue, NW 3rd Court and SW 2nd Avenue to Biscayne Boulevard, and Miami Avenue (the "Properties"), herinafter referred to as the "Project."

WHEREAS, the Miami DDA and the City of Miami Public Works Department are of the opinion that said landscaping will require periodic maintenance; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party hereto;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. Miami DDA hereby agrees to maintain the plantings, following the appropriate landscape guidelines for safety and plant care.

Miami DDA's responsibility for maintenance shall include all landscaped areas, excluding turfed areas, within the area described on Exhibit "A". Such maintenance to be provided by Miami DDA is specifically set out as follows: To maintain, shall mean proper watering of all plants and keeping them as free as practicable from disease and harmful insects and to keep the premises free of weeds and to properly prune all plants

which includes (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using the roadway. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original project standards. All plants removed for whatever reason shall be replaced by plants of the same grade as specified in the original plans and specifications and of a size comparable to those existing at the time of placement.

To maintain also means to keep litter of all kinds removed from the area described on Exhibit "A". Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees or shrubs.

The above named functions to be performed by Miami DDA shall be subject to periodic inspections by the CITY. Such inspection findings will be shared with the Miami DDA and shall be the basis of all decisions regarding modifications, reworking or agreement termination.

2. If, at any time after Miami DDA has assumed the aforementioned maintenance responsibility, it shall come to the attention of the City of Miami Public Works Director that all landscaping within the area described on Exhibit "A" or a part thereof is not properly maintained pursuant to the terms of the Agreement, the City of Miami Public Works Director shall give written notice that a deficiency or deficiencies exist(s), by sending a certified letter to Miami DDA's Executive Director, placing Miami DDA on notice. Thereafter, Miami DDA shall have a period of thirty (30) days within which to correct the deficiencies. If said deficiencies are not corrected within this time period, the

City Manager may terminate this Agreement in accordance with Paragraph 5 herein and remove, by CITY, any of the landscaping maintained under this Agreement.

4. It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by either the CITY's Public Works Department or Florida Department of Transportation in order that the adjacent road be widened, altered or otherwise changed to meet with future criteria or planning of the CITY or Florida Department of Transportation.

5. This Agreement may be terminated under any one of the following conditions:

- (a) By the City, if Miami DDA fails to perform its duties within the thirty (30) days written notice by the City.
- (b) By both parties within thirty (30) calendar days of written mutual agreement to terminate the Agreement.

6. The term of this Agreement commences upon execution by both parties and continues until termination as set forth in Paragraph 5 above.

7. This writing embodies the entire agreement and understanding between the parties hereto and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

8. The City of Miami Public Works Director shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reasons of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and the City of Miami Public Works Director's

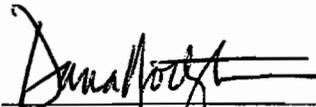
decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

9. This Agreement may not be assigned or transferred by Miami DDA in whole or in part without prior written consent of the City Manager.

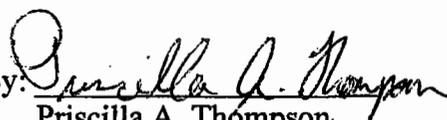
10. This Agreement shall be governed by, and construed according to the Laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida Law, the laws of Florida shall prevail.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and signed the day and year first above set forth.

Miami DDA:

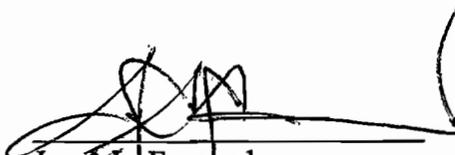
By: 
Name: Dana A. Nottingham
Title: Executive Director

ATTEST:

By: 
Priscilla A. Thompson
City Clerk 6-29-07

CITY:
By: 
Pedro G. Hernandez
City Manager

APPROVED AS TO FORM AND CORRECTNESS:


Jorge L. Fernandez
City Attorney

APPROVED AS TO RISK REQUIREMENT:


Leeann R. Brehm
Director
Risk Management Department