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

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(P)(1)(I)

Resolution No. R-507-08

Date: May 6, 2008

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

From: George M. Burgess
County Manager

Subject: Resolution authorizing execution of a Maintenance Agreement between Miami-Dade County (MDC) and the Florida Department of Transportation, Florida's Turnpike Enterprise (Turnpike), for disbursement of Turnpike monies in the amount of approximately $37,870 for the cost of landscape maintenance services along various Turnpike roadways

---

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing execution of a Maintenance Agreement between Miami-Dade County (MDC) and the Florida Department of Transportation, Florida's Turnpike Enterprise (Turnpike). The agreement establishes the terms and conditions for disbursement of Turnpike monies in the amount of approximately $37,870 to MDC for the cost of landscape services to be performed along various Turnpike roadways.

Scope

The funding in the proposed agreement will be utilized to perform routine landscape maintenance services to state roadways throughout the County and is not limited to any region or commission district. This service includes routine mowing, litter removal, tree trimming, hedge trimming, edging, blowing, and removal of all contractually generated debris.

Fiscal Impact/Funding Source

There will be no fiscal impact to Miami-Dade County. This agreement will derive revenue from the annual maintenance in the amount of approximately $37,870 (contractual expenses) for landscaping services provided within the FDOT-Turnpike rights-of-way. All expenses incurred are reimbursed by the Florida Department of Transportation. In the event contract services increase or decrease, reimbursement will be adjusted accordingly. In addition, Miami-Dade County shall submit quarterly invoices to the Turnpike for reimbursement.

Delegate of Authority

The resolution authorizes the County Mayor or his designee to execute the agreement and to exercise its cancellation and renewal provisions. The attached agreement has an effective term of one (1) year and provides for four (4) additional renewal periods.

Track Record/Monitor

FDOT and MDC have partnered in the past with similar agreements and each has been highly successful in providing for the beautification of state roadways throughout Miami-Dade County. This agreement with the Turnpike Authority will be implemented and monitored by David Cardenas, Chief, Right-of-Way Aesthetic and Assets Management Division, MDC Public Works Department.

Background

This agreement will serve the surrounding communities aesthetic appearance, as the service will provide continuous landscape maintenance to all turnpike interchanges abutting the County's right-of-way referenced as 1 through 5 (listed below), which are sites mutually agreed upon by Turnpike and MDC.

The sites are as follows:

Area 1:	SW 137th Avenue
Area 2:	SW 107th Avenue from SW 216th Street to US-1, including SW 211th Street & SW 200th Street/Caribbean Boulevard to U.S. 1
Area 3:	SW 107th Avenue from SW 186th Street to SW 184th Street
Area 4:	SW 152nd Street and SW 117th Avenue
Area 5:	SW 120th Street

Assistant County Manager

TURNPIKE SITES / MDC PROPOSED MAINTENANCE AGREEMENT

Field Meeting Revisions; Map Received 2/12/07

LOCATIONS		COST PER CYCLE	CYCLES PER YEAR		TOTAL COST PER YEAR
SW 137 AVE from SW 272 ST to SW 284 ST	$	250.00	21	$	5,250.00
SW 216 St Area Under Turnpike & Triangle Island	$	55.00	21	$	1,155.00
SW 107 AVE From SW 216 to Caribbean Blvd N&S bound lanes	$	355.00	14	$	4,970.00
SW 107 AVE From Caribbean Blvd to US-1. (West side)	$	140.00	14	$	1,960.00
SW 184 ST, (Area Under Turnpike & 4 Triangle Island; Access Rd N & S. of SW 184 ST, Maint to sidewalk.	$	135.00	21	$	2,835.00
Frontage RD N & S from SW 186 ST to SW 184 ST. to include parking on SW 186 ST. (Not to include Area Under Turnpike)	$	195.00	14	$	2,730.00
SW 117 AVE, Area Under Turnpike & Triangle Island	$	35.00	21	$	735.00
Frontage Rd S. of SW 117 AVE to SW 152 ST(both sides of Road)	$	150.00	14	$	2,100.00
821 Access Rd N. of SW 152 ST to SW 117 AVE (Maint to sidewalk/ROW fence, Flat mowing)	$	215.00	14	$	3,010.00
SW 120 ST, Area Under Turnpike & 2 Triangle Island	$	35.00	21	$	735.00
Caribbean BLVD. Area Under Turnpike & Triangle Island	$	40.00	21	$	840.00
SW 211 ST. Area Under Turnpike & Triangle Island	$	30.00	21	$	630.00
Routine maintenance cost Cycle / Year	$	1,635.00		$	26,950.00
MDC is currently maintaining	$	520.00		$	10,920.00
Sites below require clean-up cost:					
SW 137 Av from SW 272 St to SW 284 St	$	500.00			
Initial Cost Cycle / Year	**$**	**2,655.00**			**$37,870.00**

MEMORANDUM

(Revised)

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

DATE: May 6, 2008

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

SUBJECT: Agenda Item No. 8(P)(1)(I)

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(I)
5-6-08

RESOLUTION NO. **R-507-08**

RESOLUTION AUTHORIZING EXECUTION OF A MAINTENANCE AGREEMENT BETWEEN MIAMI-DADE COUNTY (MDC) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE (TURNPIKE), TO ESTABLISH THE TERMS AND CONDITIONS FOR DISBURSEMENT OF TURNPIKE GRANT MONIES TO MDC IN AN AMOUNT OF APPROXIMATELY $37,870 (ANNUAL EXPENSES) FOR THE COST OF LANDSCAPING SERVICES PERFORMED ALONG VARIOUS TURNPIKE ROADWAYS

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Maintenance Agreement (Agreement), in substantially the same form attached hereto, between Miami-Dade County (MDC) and the Florida Department of Transportation, Florida's Turnpike Enterprise (Turnpike) for disbursement of Turnpike grant monies to MDC in the amount of approximately $37,870 annually for the cost of landscaping services performed along various Turnpike roadways (the cost may be adjusted accordingly depending on added services requested by Turnpike); and authorizing the Mayor or his designee to execute this Agreement 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 Agreement.

The foregoing resolution was offered by Commissioner **Carlos A. Gimenez**, who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** 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	**aye**
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	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of May, 2008. 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

MAINTENANCE AGREEMENT

PERTAINING TO LANDSCAPE AND APPURTENANT MAINTENANCE

Area 1:	**SW 137th Avenue**
Area 2:	**SW 107th Avenue from SW 216th Street to US-1, including SW 211th Street & SW 200th Street/Caribbean Boulevard to U.S. 1**
Area 3:	**SW 107th Avenue from SW 186th Street to SW 184th Street**
Area 4:	**SW 152nd Street and SW 117th Avenue**
Area 5:	**SW 120th Street**

This **MAINTENANCE AGREEMENT** (hereinafter the "Agreement") is made and entered into this ____ day of , 2008, by and between the **Florida Department of Transportation, Florida's Turnpike Enterprise** (hereinafter "**Turnpike**"), with operations located at Turnpike Operations Center, Mile Post 65, Post Office Box 9828 Fort Lauderdale, Florida 33310-9828, and **Miami-Dade County**, a political subdivision of the State of Florida, with principal offices located at 111 Northwest 1st Street, Miami, Florida 33128.

WITNESSETH

WHEREAS, as part of its responsibilities for the State Highway System, as defined in Chapter 335, Florida Statutes, the Turnpike has constructed and currently maintains SR 821 (the Homestead Extension of Florida's Turnpike, also known as the H.E.F.T.), a multilane divided highway, within Miami-Dade County; and

WHEREAS, Miami-Dade County and the **Turnpike** desire to formalize the terms and conditions determining the responsibilities of the **Turnpike** and **Miami-Dade County** for the maintenance and repair of the landscape and turf areas, and litter removal, but excluding lighting, signage, guardrail, pavement and other appurtenances on Turnpike limited access right-of-way, located at Southwest 137th Avenue (Area 1), Southwest 216th Street to U.S. 1 (Area 2), Southwest 184th Street (Area 3), Southwest 152nd Street and Southwest 117th Avenue (Area 4), and Southwest 120th Street (Area 5), all located within Miami-Dade County, Florida, as more fully set forth in the attached Composite Exhibit "A;" and

WHEREAS, Miami-Dade County and the **Turnpike** are authorized by Section 335.055, Florida Statutes, and Rule 14-40.003, Florida Administrative Code, to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Maintenance, Repair and Operation and Replacement Responsibilities.** The responsibilities for the maintenance, repair, and replacement of Areas 1, 2, 3, 4, and 5, as set forth in Composite Exhibit "A" is defined and set forth in Exhibit "B." The party allocated such maintenance, repair, and replacement responsibility in Exhibit "B" shall hereafter be referred to as the "Responsible Party." The Responsible Party, shall maintain, repair, and replace, as needed, from time to time, and keep said areas in good and workmanlike condition and repair in accordance with the Responsible Party's operational standards and guidelines. The Responsible Party shall ensure that all work is performed in a professional, workmanlike manner, in compliance with FDOT safety standards and guidelines. Without limiting the foregoing, **Miami-Dade County** shall be responsible for mowing and maintenance of all turf and landscaping, and replacing any that are deemed necessary for erosion control and aesthetics, within the cross hatched areas as illustrated on Composite Exhibit "A" and **Turnpike** shall be responsible for mowing and maintenance of all turf and landscaping, and replacing any that are deemed necessary for erosion control and aesthetics, and the highway lighting system, within the green bounded areas as illustrated on Composite Exhibit "A."

   In performing such maintenance, repair, and replacement of the Areas designated on Composite Exhibit "A" the Responsible Party shall not damage or interfere with the

operation of those Areas allocated to the other party herein. **Miami-Dade County** and the **Turnpike** hereby grant each to the other all such licenses and rights of access reasonably necessary to allow the Responsible Party to perform maintenance, repair, operation, and replacement of the landscaping, turf, lighting systems, signage, guardrail, pavement and other appurtenances on Turnpike limited access right-of-way, within the Areas set forth in Composite Exhibit "A;" provided, however, that such Responsible Party shall exercise such rights at reasonable times and in a reasonable manner, so as to avoid, to the extent reasonably practicable, any disruption of or interference with the quiet enjoyment of the granting party's property. If the Responsible Party causes any damage to the Areas designated in Composite Exhibit "A" or other property of the granting party, the Responsible Party, at its own cost and expense, shall promptly repair all such damage.

3. **Proposed Additions, Alterations, or Improvements.** At any time that **Miami-Dade County** desires to make additions, alterations, or improvements to the landscaping or turf under this Agreement it shall first submit a complete landscape plan outlining the proposed addition, alteration, or improvement. **Turnpike** shall have the right of approval or disapproval of all such additions, alterations, or improvements on the limited access right-of-way owned by the **Turnpike,** notwithstanding the fact that it is under the maintenance responsibility of **Miami-Dade County** by the terms and conditions set forth in this Agreement.

4. **Compensation.** For performing such maintenance, repair, and replacement of the Areas designated on Composite Exhibit "A" the Responsible Party shall be compensated per maintenance cycle, at the rate agreed, as further described on Composite "C." *(Composite "C" should be a final version of the cost breakdown provide by the County.)* **Miami-Dade County** shall submit an invoice to the **Turnpike** upon the completion of each maintenance cycle.

5. **Liability for Torts.** Notwithstanding the provisions of Section 337.29, Florida Statutes, **Turnpike** shall at all times remain liable for torts within Areas 1, 2, 3, 4,

and 5, with the exception of those actions or omissions under the control of **Miami-Dade County;** such actions or omissions by Miami-Dade County, its officers, employees, agents, and contractors shall remain the responsibility of **Miami-Dade County**, and **Turnpike** shall have no tort liability for such actions or omissions.

6. **Notices.** Any notices that may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. by e-mail with or without attachments, or by telecopier), or within five (5) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

Miami-Dade County: Public Works Department
Stephen P. Clark
111 Northwest 1st Street
Fourteenth Floor
Miami, Florida 33128

Turnpike: Maintenance Division
Turnpike Operations Center
Pompano Beach Service Plaza
Mile Post 65, Florida's Turnpike
Post Office Box 9828
Fort Lauderdale, Florida 33310-9828

7. **Modification.** This Agreement may not be amended, modified, altered, or changed in any way except by a further Agreement in writing duly executed by the parties hereto. The parties expressly contemplate that the Areas 1, 2, 3, 4, and 5 in Composite Exhibit "A" may be expanded or contracted by mutual agreement of the parties.

8. **Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon and insure to the benefit of and be enforceable by the legal

representatives, successors and assignees of the parties and shall continue in perpetuity, unless otherwise modified in writing by the parties.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein contained, and it supersedes all prior understandings or agreements between the parties.

10. **Termination.** This Agreement may be terminated under any one of the following conditions:

(a) By the other party if the Responsible Party fails to perform its duties under this Agreement, following thirty (30) days advance written notice to the Responsible Party.

(b) By either party if the other party refuses to allow public access to all documents, papers, letters, or other materials subject to the provisions of Section 119.07, Florida Statutes, and made or received by such party in conjunction with this Agreement.

(c) By either party upon six (6) months advance written notice to the other party.

11. **Effective Date.** The terms of this Agreement shall commence and become effective upon the date of the last of the parties to execute and deliver this Agreement.

12. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

13. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Florida.

14. **Recording.** This Agreement shall not be recorded among the public records of Miami-Dade County, Florida.

//

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered for the purposes herein expressed.

Miami-Dade County, Florida

By: _____
County Mayor or his Designee

Date Signed: _____

Approved as to form and legal sufficiency:

_____
County Attorney

_____
Clerk of the Board

Florida Department of Transportation
Florida's Turnpike Enterprise

By: _____
Christopher L. Warren, P.E.
Deputy Executive Director and
Chief Operating Officer

Approved as to form and legality

_____
Office of the Turnpike General Counsel

Composite Exhibit "A"

COMPONENTS OF PLAN SET :
PROPOSED PLANS FOR TURNPIKE
PROPERTY TO BE MAINTAINED BY M.D.C.

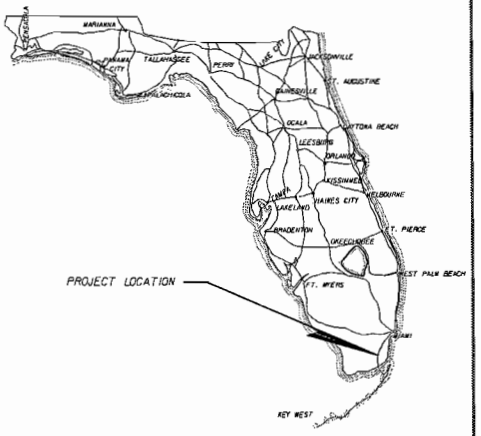
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

MEMORANDUM OF UNDERSTANDING FOR MAINTENANCE OF TURNPIKE ROW

DADE & BROWARD COUNTIES

STATE ROAD NO. 821

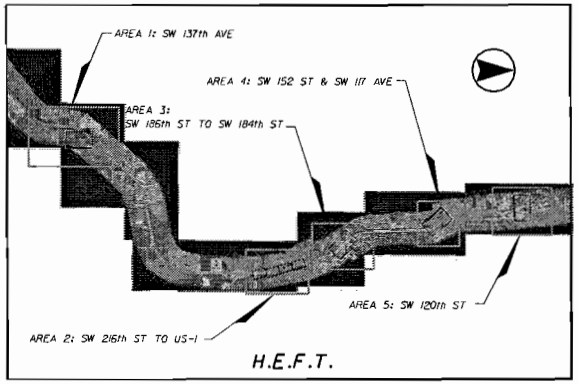
W.P.I. NO.



INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
MOU-1.0	KEY SHEET
MOU-1.1	PROPOSED MAINTENANCE PLANS-AREA 1
MOU-2.1 TO 2.4	PROPOSED MAINTENANCE PLANS-AREA 2
MOU-3.1	PROPOSED MAINTENANCE PLANS-AREA 3
MOU-4.1	PROPOSED MAINTENANCE PLANS-AREA 4
MOU-5.1	PROPOSED MAINTENANCE PLANS-AREA 5

NOTE: SHEET NUMBERS ARE AREA.SHT.
E.G. REFERENCE TO 2.1 = AREA 2, SHEET 1



LOCATION MAP: N.T.S.

TOTAL AREA = 22.0 ACRES

PLANS PREPARED BY:
FLORIDA'S TURNPIKE ENTERPRISE

PRELIMINARY APPROVALS:	
DATE	FLORIDA TURNPIKE: REPRESENTATIVE
DATE	MIAMI DADE COUNTY: REPRESENTATIVE/AGENCY

LANDSCAPE PLANS
LANDSCAPE ARCHITECT OF RECORD: DEBORAH F. STRELKON
R.L.A. NO.: 1533

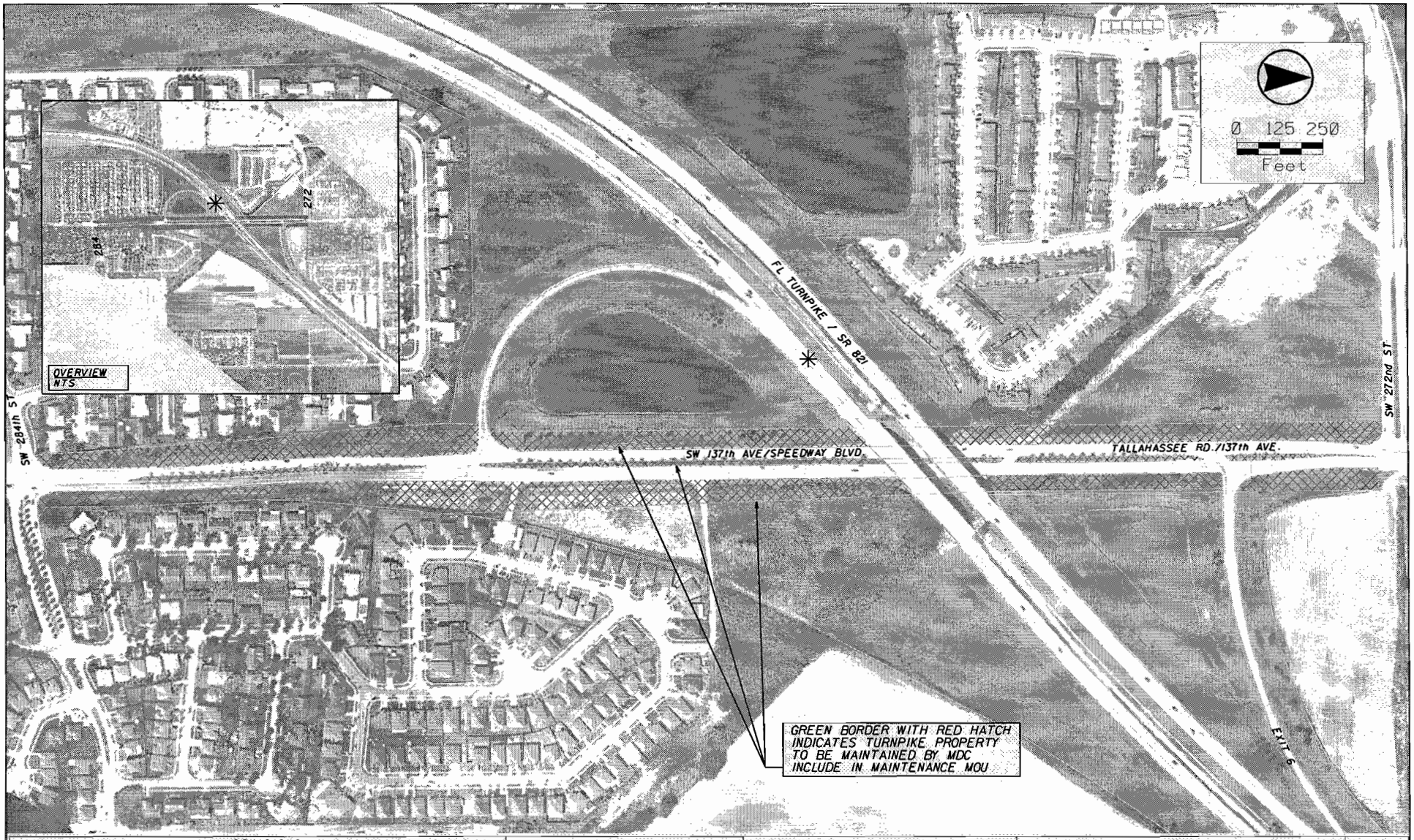
GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
ROADWAY AND TRAFFIC DESIGN STANDARDS
DATED JANUARY 2004, AND STANDARDS
SPECIFICATIONS FOR ROAD AND BRIDGE
CONSTRUCTION DATED 2004, AS AMENDED
BY CONTRACT DOCUMENTS.

REVISIONS

02/28/07 FINAL

FDOT PROJECT MANAGER : DEBORAH STRELKON

FISCAL YEAR	SHEET NO.
2007	MOU-1.0



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05/24/2004	DFS	INVENTORY OF OUT-PARCEL AREAS MAINTAINED BY TURNPIKE			
03/10/2004	FG	REVISED AS PER MEETING OF 02/24/04			
09/27/2005	FG	REVISED AS PER MEETING OF 9/27/06			
05/9/2007	FG	ADDITION REQUESTED BY DOT (SHOWN IN YELLOW)			

LEGEND:

OWNED BY TPK

OWNED BY MDC

12/15/06 ADDITIONS

9/27/06 AGREED FOR MOU

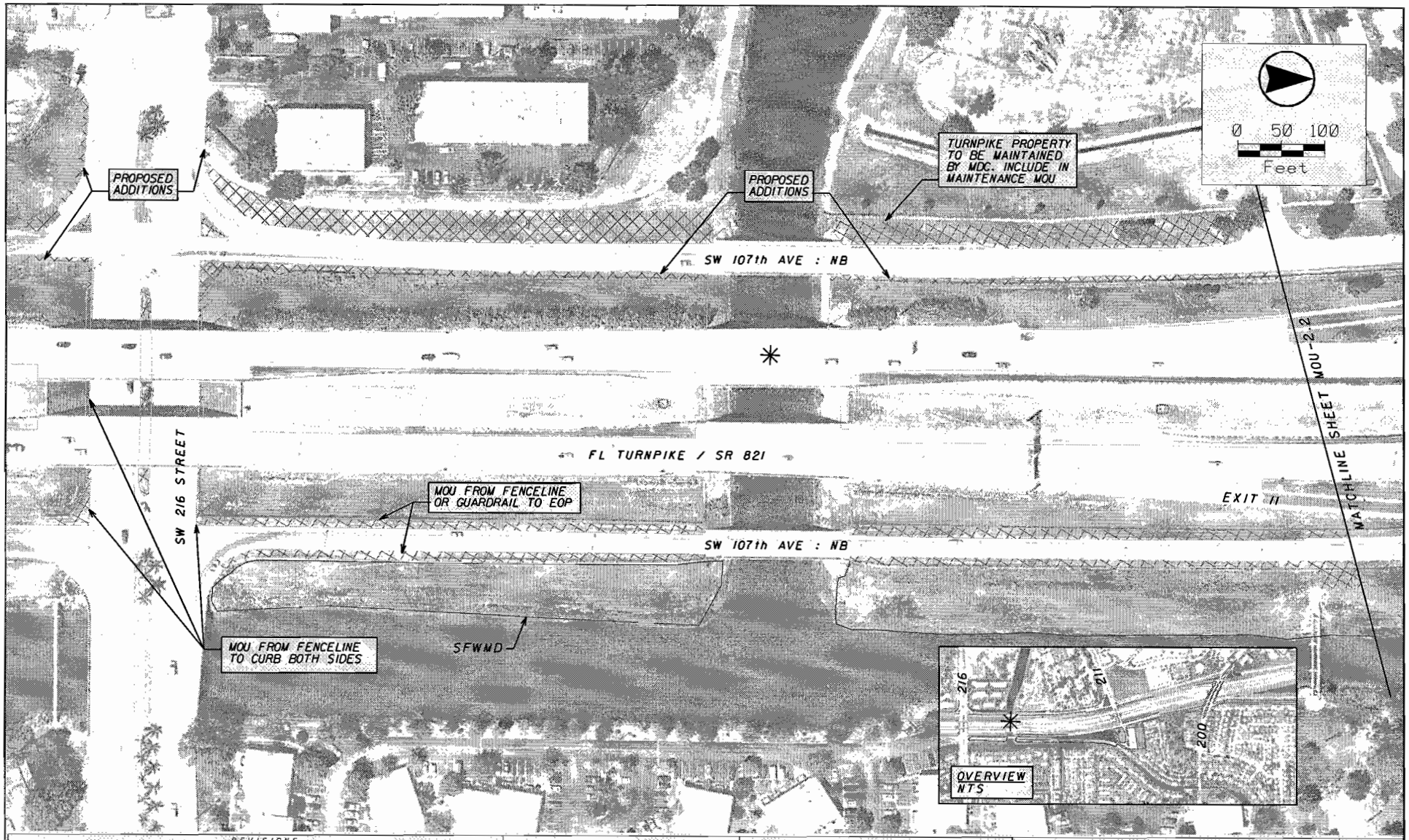
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL INVENTORY ID
SR-821	MIAMI-DADE	- - -

PROPOSED MAINTENANCE PLANS
AREA 1: SW 137th AVE

SHEET NO.
MOU-1J

15



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
02/24/2004 03/01/2004 09/07/2006 02/01/2007	DFS FG FG FG	INVENTORY OF DOT-PARCEL AREAS MAINTAINED BY TURNPIKE REVISED AS PER MEETING OF 02/24/04 REVISED AS PER MEETING OF 8/23/06 ADDITION REQUESTED BY DOT (SHOWN IN YELLOW)			

LEGEND:
- OWNED BY TPK
- OWNED BY MDC
- 12/15/06 ADDITIONS
- 9/27/06 AGREED FOR MOU

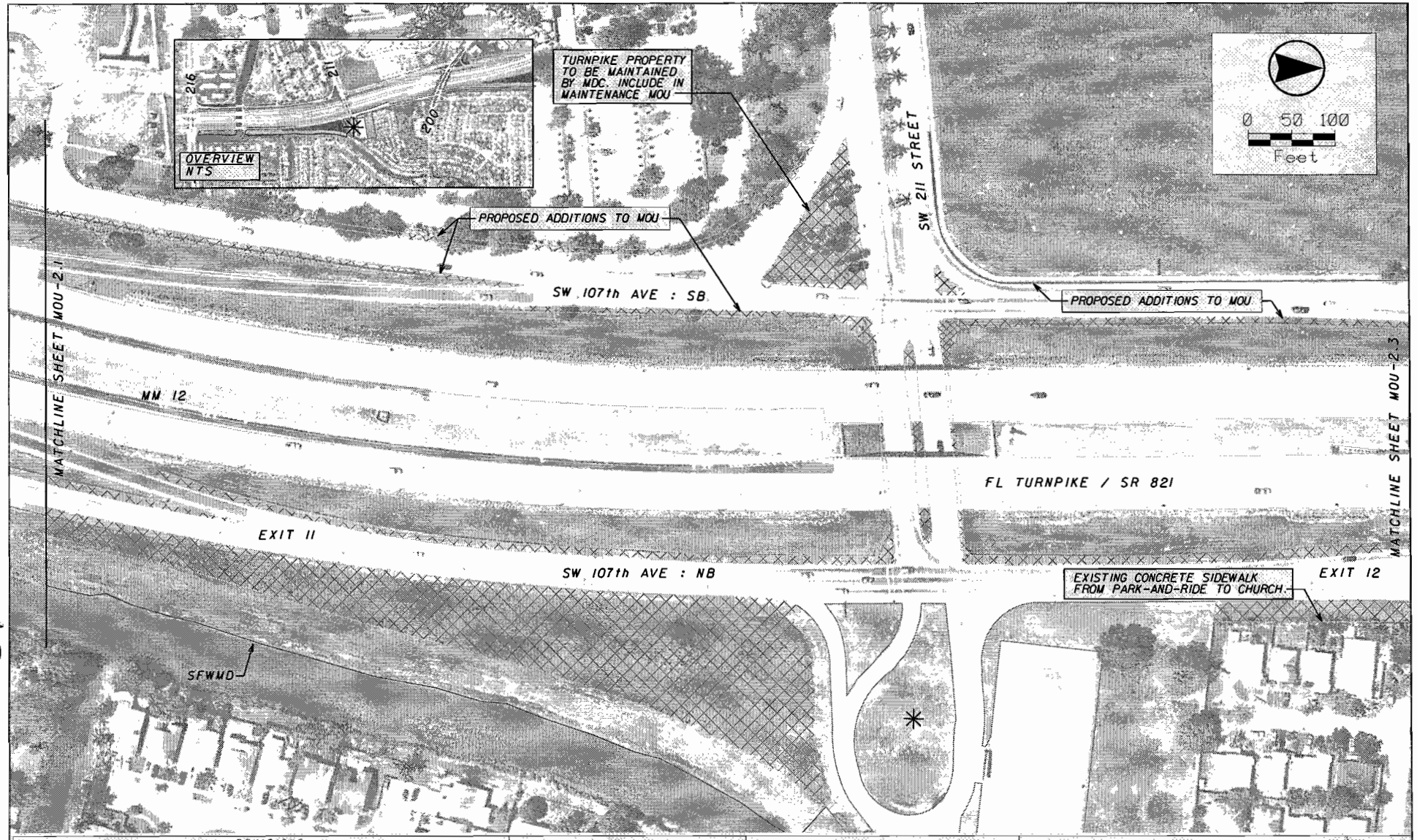
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL INVENTORY ID
SR-821	MIAMI-DADE	- - -

PROPOSED MAINTENANCE PLANS
AREA 2: SW 216th ST

SHEET NO. MOU-2.1

91



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
02/24/2004	GFS	INVENTORY OF OUT-PARCEL AREAS MAINTAINED BY TURNPIKE			
03/10/2004	FG	REVISED AS PER MEETING OF 02/24/04			
09/27/2006	FG	REVISED AS PER MEETING OF 9/27/06			
02/01/2007	FG	ADDITION REQUESTED BY DOT (SHOWN IN YELLOW)			

LEGEND:

- OWNED BY TPK
- OWNED BY MDC
- 12/15/06 ADDITIONS
- 9/27/06 AGREED FOR MOU

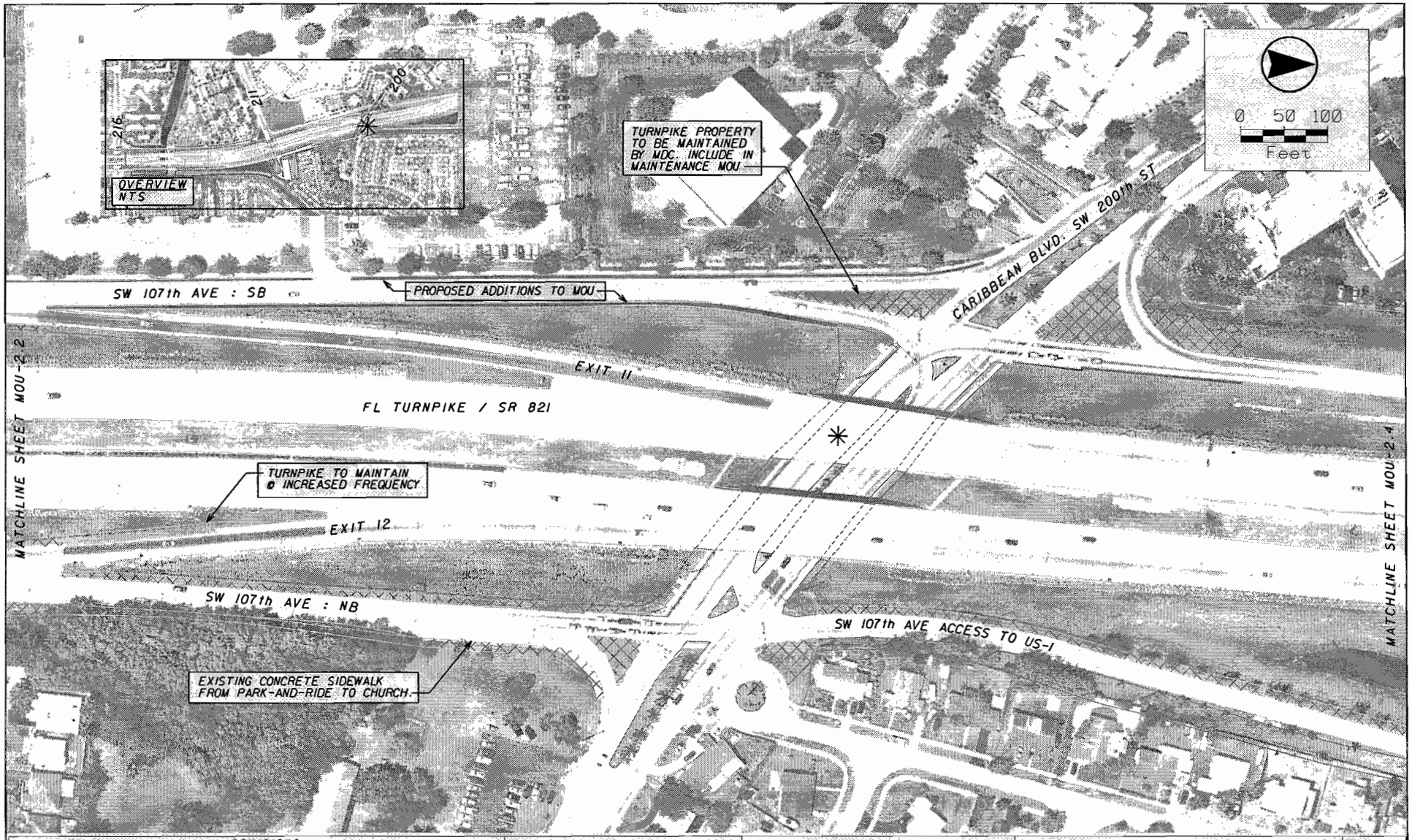
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL INVENTORY ID
SR-821	MIAMI-DADE	- - -

PROPOSED MAINTENANCE PLANS
AREA 2: SW 216th ST

SHEET NO. MOU-2.2

17



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
02/24/2004	GFS	INVENTORY OF OUT-PARCEL AREAS MAINTAINED BY TURNPIKE			
03/10/2004	FG	REVISED AS PER MEETING OF 02/24/04			
09/27/2005	FG	REVISED AS PER MEETING OF 9/27/05			
02/09/2007	FG	ADDITION REQUESTED BY DOT (SHOWN IN YELLOW)			

LEGEND

OWNED BY TPK

OWNED BY MDC

12/15/06 ADDITIONS

5/22/06 AGREED FOR MOU

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL INVENTORY ID
SR-821	MIAMI-DADE	- - -

PROPOSED MAINTENANCE PLANS
AREA 2: SW 216th ST

SHEET NO.
MOU-2.3

81

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
02/04/2004	GFS	INVENTORY OF OUT-PARCEL AREAS MAINTAINED BY TURNPIKE			
03/10/2004	FG	REVISED AS PER MEETING OF 02/24/04			
09/27/2006	FG	REVISED AS PER MEETING OF 9/27/06			
02/9/2007	FG	ADDITION REQUESTED BY DOT (SHOWN IN YELLOW)			

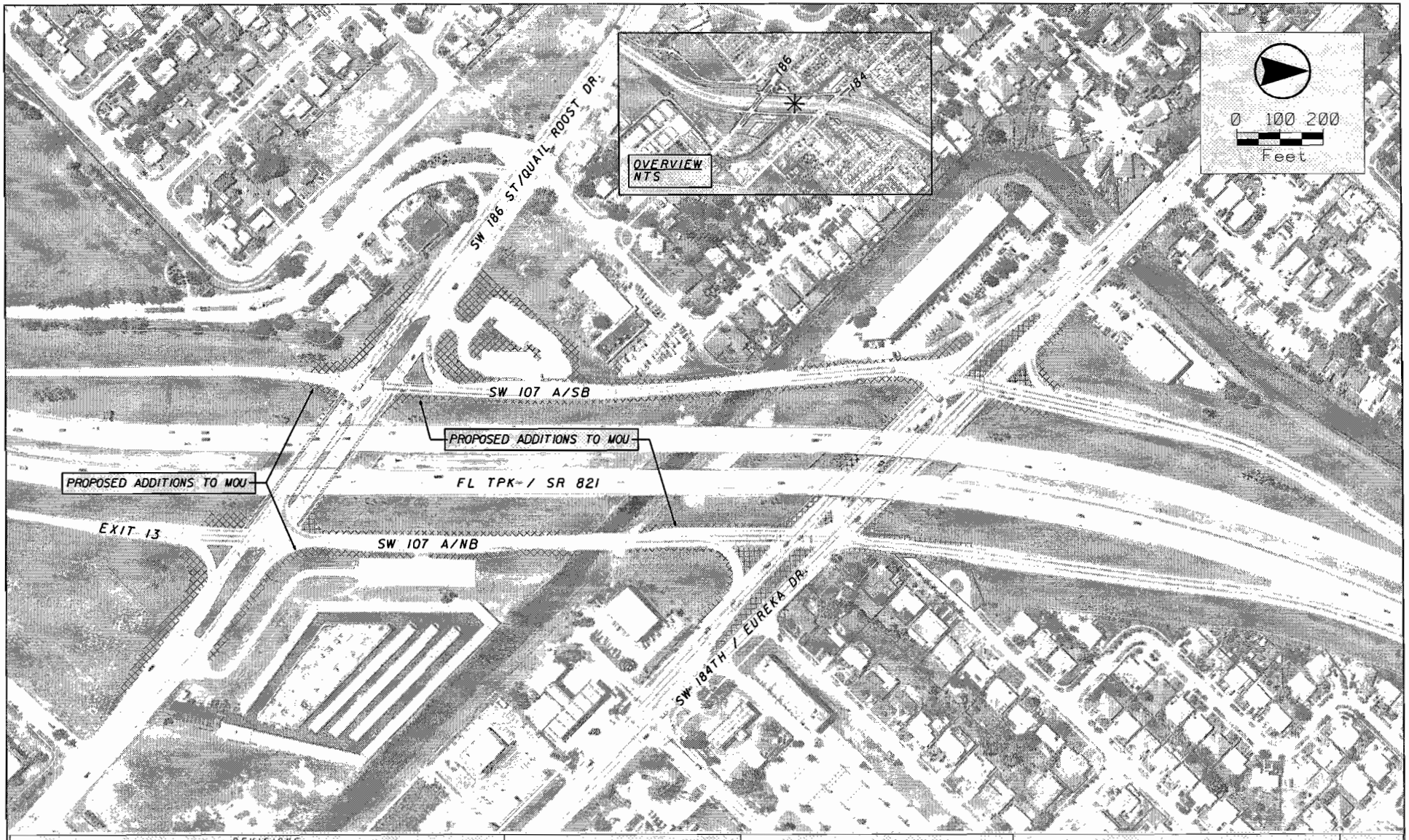
LEGEND:
- OWNED BY TPK
- OWNED BY MDC
- 12/5/06 ADDITIONS
- 9/27/06 AGREED FOR MOU

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL INVENTORY ID.
SR-821	MIAMI-DADE	- - -

PROPOSED MAINTENANCE PLANS
AREA 2 SW 216th ST

SHEET NO.
MOU-2.4



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
02/24/2004	DFB	INVENTORY OF OUT-PARCEL AREAS MAINTAINED BY TURNPIKE			
03/10/2004	FG	REVISED AS PER MEETING OF 02/24/04			
09/27/2006	FG	REVISED AS PER MEETING OF 9/21/06			
09/01/2007	FG	ADDITION REQUESTED BY DOT (SHOWN IN YELLOW)			

LEGEND

OWNED BY TPK

OWNED BY MDC

12/15/06 ADDITIONS

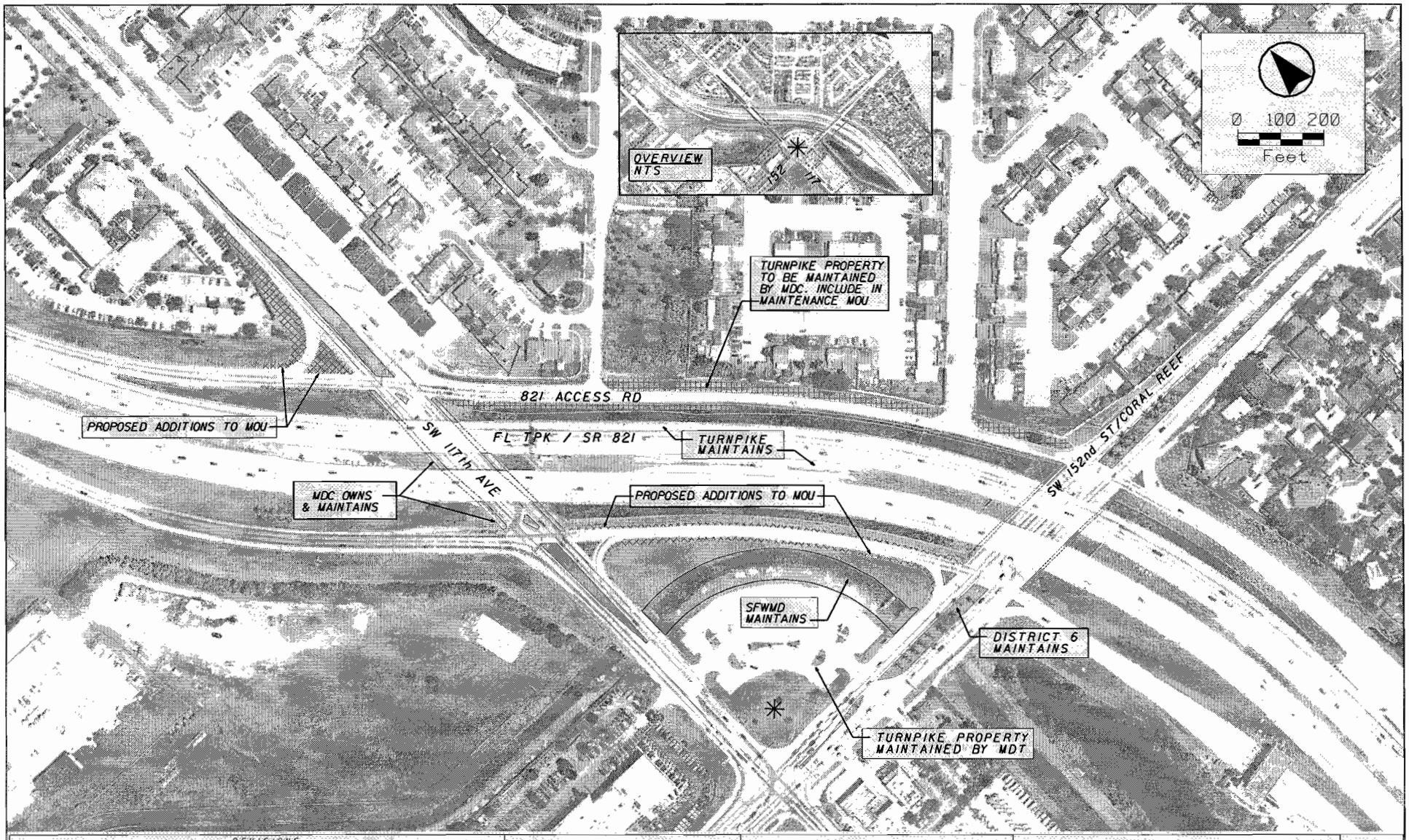
9/27/06 AGREED FOR MOU

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL INVENTORY ID
SR-821	MIAMI-DADE	- - -

PROPOSED MAINTENANCE PLANS
AREA 3: SW 186th ST TO 184th ST

SHEET NO.
MOU-3.1



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
03/24/2004	DFS	INVENTORY OF OUT-PARCEL AREAS MAINTAINED BY TURNPIKE			
03/10/2004	FG	REVISED AS PER MEETING OF 02/24/04			
09/27/2006	FG	REVISED AS PER MEETING OF 9/27/06			
02/09/2007	FG	ADDITION REQUESTED BY DOT (SHOWN IN YELLOW)			

LEGEND:
- OWNED BY TPK
- OWNED BY MDC
- 12/15/06 ADDITIONS
- 9/27/06 AGREED FOR MOU

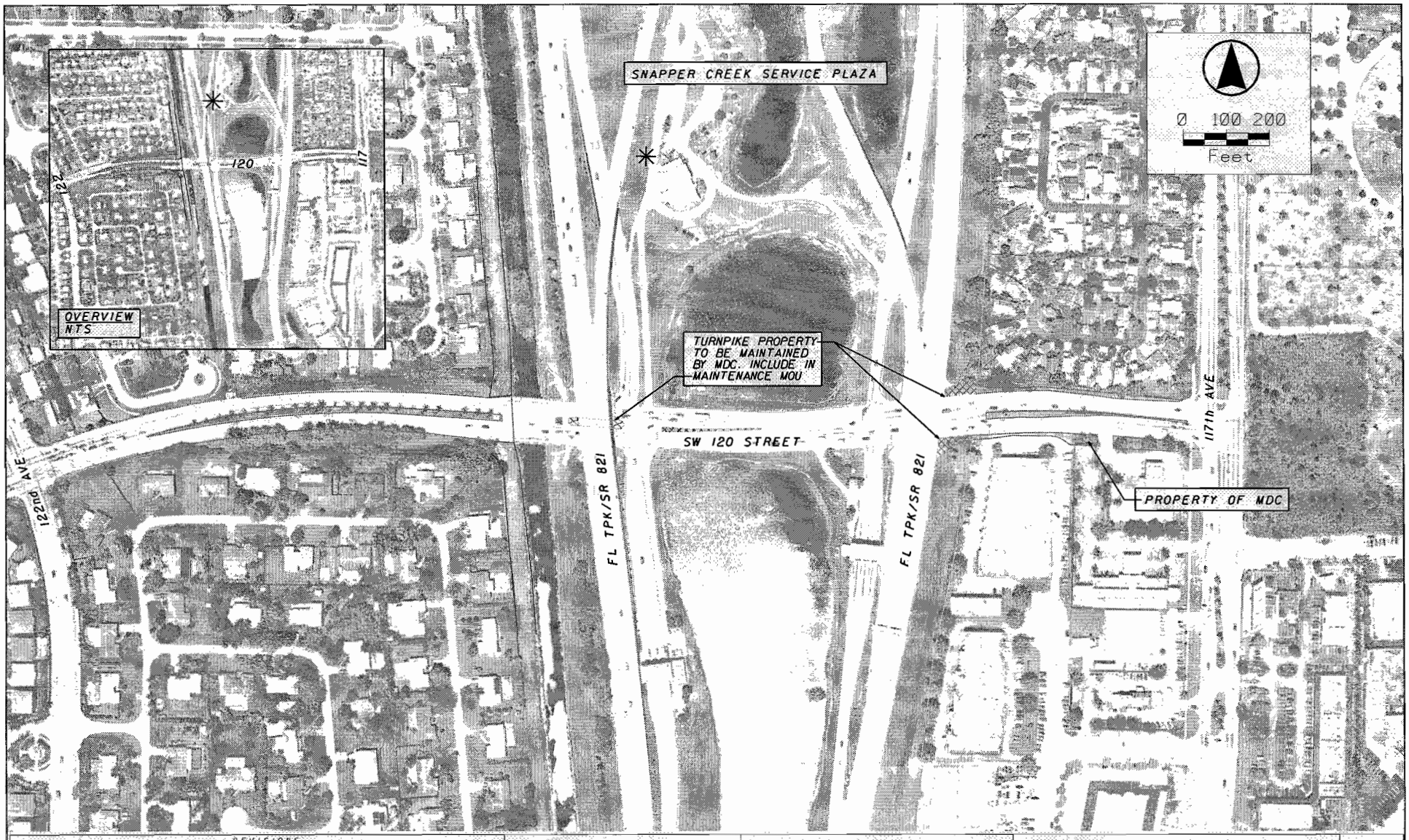
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL INVENTORY ID
SR-821	MIAMI-DADE	- - -

PROPOSED MAINTENANCE PLANS
AREA 4: SW 152 ST & SW 117 AVE

SHEET NO.: MOU-4.1

12



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
02/24/2004	DFS	INVENTORY OF OUT-PARCEL AREAS MAINTAINED BY TURNPIKE			
03/10/2004	FG	REVISED AS PER MEETING OF 02/24/04			
09/27/2006	FG	REVISED AS PER MEETING OF 9/27/06			
02/9/2007	FG	ADDITION REQUESTED BY DOT (SHOWN IN YELLOW)			

LEGEND:

OWNED BY TPK

OWNED BY MDC

12/15/06 ADDITIONS

9/27/06 AGREED FOR MOU

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL INVENTORY ID
SR-821	MIAMI-DADE	- - -

R.O.W. TRANSFER PLANS
AREA 5: SW 120th ST

SHEET NO.

MOU-5.1

Exhibit "B"

Maintenance, Repair, and Replacement Responsibilities

To maintain means the proper care of all existing plants and other landscaping, and keeping them free as far as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow and/or cut the grass to a proper length; to properly prune all plants, which includes (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof that present a visual or line-of-sight hazard for those using the roadway. To maintain also means to keep litter removed from the landscape /turf areas within the Areas set forth in Composite Exhibit "A."

1. The Responsible Parties shall maintain Existing Landscape in the Areas in Composite Exhibit "A" in accordance with all applicable Florida Department of Transportation maintenance standards, safety standards, periodic pruning as necessary for safety clearance and sight lines, mulching, mowing, litter pick-up, herbicide application, removal and disposal of surplus materials and debris, and related ground maintenance activities, following guidelines as set forth in the Florida Highway Landscape Guide and A Guide to Turf Management, all at a minimum of twelve (12) cycles per year.
2. Landscape Improvements: In the event that landscape improvements are proposed for future installation, they shall be implemented with mutual agreement by **Miami-Dade County** and the **Turnpike,** under a separate **permit,** and with written approval of proposed Construction Documents by the **Turnpike.**

   Maintenance of landscape improvements shall include all activities outlined above, as well as providing the necessary care to ensure the establishment of new plantings. These activities include the proper watering and proper fertilization of all plants and other landscaping. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original landscaping standards. All plants removed for whatever reason shall be replaced by plants of the same size and grade. To maintain further means keeping the specialty paving or hardscape areas free from weeds, and replacement of any areas in disrepair or causing a safety hazard.

   a. Improvements proposed and funded by the **Turnpike:** the **Turnpike** will assume maintenance responsibilities during construction and continuing through the warranty period. Maintenance shall be returned to the County following the completion of the Warranty period. Thereafter, the **Turnpike** will cover the cost of necessary replacements of landscape materials.
   b. Improvements proposed and funded by **Miami-Dade County: Miami-Dade County** will retain maintenance responsibilities during construction and the warranty period. **Miami-Dade County** will cover the cost of necessary replacements of landscape materials.

Exclusions: Excluded from maintenance, repair, operation, and replacement responsibilities are the pavement, guardrail, highway or street lighting system, fencing, signage, or other fixtures that are the property of the Turnpike within the right of way.