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

Memorandum

MIAMI-DADE COUNTY

Date: November 4, 2010

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

From: George M. Burgess
County Manager

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

Subject: Resolution Ratifying a Memorandum of Agreement between Miami-Dade County through the Community Image Advisory Board (CIAB) and the Downtown Development Authority (DDA) for the DDA to prove funding not to exceed $145,000 annually for a Neighborhood Enhancement Action Team (NEAT) to enhance landscaping and maintenance activity cycles throughout the DDA district

Resolution No. R-1092-10

Recommendation
It is recommended that the Board adopt the attached resolution ratifying a Memorandum of Agreement (MOA) with the Downtown Development Authority (DDA) that funds a Neighborhood Enhancement Action Team (NEAT) through the Community Image Advisory Board (CIAB) to enhance landscaping and maintenance activity cycles throughout the DDA district in an amount not to exceed $145,000 annually.

Scope
This agreement impacts the DDA District which is entirely located within Commission District 3.

Fiscal Impact/Funding Source
There is no negative fiscal impact to the County as a result of this agreement. Funding for the provision of enhanced services will come entirely from the DDA in this or any future fiscal year where an agreement would be in effect.

Track Record/Monitor
The Office of Community Image will monitor this MOA between Miami-Dade County and the DDA.

Background
As part of the work of the CIAB, and per Miami-Dade County's Aesthetic Master Plan approved in 2010, the County and the DDA have identified the transportation corridors in Downtown Miami and interstate entrances into the Downtown area as priority gateways into the core of significant tourist attractions. The DDA and the County, through the CIAB, share the common goal of improving the physical appearance of Downtown as a vital component of the community's overall economic well-being. Currently, the City of Miami, the County and the State provide basic maintenance cycles that do not include enhanced levels of service required to attain the standard of landscaping and aesthetic improvements desired within the DDA district. In addition, the DDA is currently implementing portions of its recently approved Master Plan that include significant aesthetic enhancements and landscaped corridors, green spaces, plazas, and planter areas.

In 2007, the County, through the CIAB, landscaped four of the major ramp entrances and exits from I-95 into the Downtown area in partnership with the DDA. Since that time, the CIAB and the DDA have partnered on several aesthetic improvement projects throughout the District

such as the Downtown pocket parks and the design and installation of enhanced landscaping along Brickell Avenue. In order to implement many of the proposed improvements to Downtown, and to maintain the areas that have been improved thus far, the attached MOA outlines a scope of work that would be performed by the CIAB NEAT teams who have significant experience, a well-documented track record, and a history of work in the DDA district in providing this type of service. Beautification projects will focus on the medians, swales, and public green spaces throughout the district, planters, landscape inspection, installation, and maintenance. In many cases, landscape and streetscape plans have been prepared in conjunction with the CIAB to ensure continuity of design along Downtown gateways.

On April 16, 2010, the DDA approved the proposed agreement as demonstrated by Resolution 27/2010 (attached). The agreement was subsequently approved by the County in accordance with the provisions of Section 2-9 of the Code of Miami-Dade County, which authorizes the execution of contracts on behalf of the County with municipalities and other governmental units for joint performance of functions or services which the County is authorized or directed to perform under Section 11, Article VIII of the Florida Constitution, the Home Rule Charter, or any ordinance adopted by the BCC. All contracts authorized by Section 2-9 are subject to ratification by the BCC. This MOA may be renewed in writing for 3 consecutive one year terms by the County Mayor or designee, subject to the approval of the County Attorney.

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: November 4, 2010

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

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

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(P)(1)(D)
11-4-10

RESOLUTION NO. R-1092-10

RESOLUTION RATIFYING A MEMORANDUM OF AGREEMENT, PURSUANT TO SECTION 2-9 OF THE MIAMI-DADE COUNTY CODE, BETWEEN THE COUNTY THROUGH THE COMMUNITY IMAGE ADVISORY BOARD (CIAB) AND THE DOWNTOWN DEVELOPMENT AUTHORITY (DDA) FOR THE DDA TO PROVIDE FUNDING NOT TO EXCEED $145,000 ANNUALLY FOR A NEIGHBORHOOD ENHANCEMENT ACTION TEAM (NEAT) TO ENHANCE LANDSCAPING AND MAINTENANCE ACTIVITY CYCLES THROUGHOUT THE DDA DISTRICT

WHEREAS, the Downtown Development Authority (DDA) and the County's Community Image Advisory Board (CIAB) have identified the transportation corridors in Downtown Miami and interstate entrances into the Downtown area as priority gateways into the core of significant tourist attractions; and

WHEREAS, tourism is an important economic driver for Downtown Miami; and

WHEREAS, the DDA and the County, through the CIAB, share the common goal of improving the physical appearance of Downtown as a vital component of the overall economic well-being of Miami-Dade County; and

WHEREAS, the City, County and State basic maintenance cycles do not provide enhanced levels of service; and

WHEREAS, the DDA has budgeted $145,000 annually in order to fund a CIAB Neighborhood Enhancement Action Team (NEAT) to focus on enhancing the landscaping, watering, and maintenance activity cycles throughout the DDA district; and

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 ratifies the attached Memorandum of Agreement (MOA), in accordance with Section 2-9 of the code, between Miami-Dade County and the Downtown Development Authority (DDA) for the DDA to provide funds not to exceed $145,000 for a CIAB NEAT team to perform landscaping maintenance, watering, and aesthetic enhancements within the DDA district per the scope of work detailed in the MOA.

The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

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

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Dorrin D. Rolle	**absent**	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 4th day of November, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Martin W. Sybblis

RESOLUTION NO. 27/2010

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MIAMI DOWNTOWN DEVELOPMENT AUTHORITY ("DDA") OF THE CITY OF MIAMI, FLORIDA, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTER-LOCAL AGREEMENT IN SUBSTANTIALLY THE ATTACHED FORM WITH MIAMI-DADE COUNTY FOR LANDSCAPE MAINTENANCE AND WATERING SERVICES THROUGHOUT THE DDA DISTRICT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS ($145,000); THE EXECUTIVE DIRECTOR IS FURTHER AUTHORIZED TO NEGOTIATE AND EXECUTE OPTIONAL ONE-YEAR AGREEMENT RENEWALS, SUBJECT TO CITY ATTORNEY APPROVAL, FUNDING AVAILABILITY, AND DDA BUDGET APPROVAL.

WHEREAS, the DDA has provided numerous landscape installations throughout the DDA district area which require on-going landscape maintenance and watering services ("Services"); and

WHEREAS, on September 18, 2009, the Board adopted Resolution No. 33/2009 approving the FY 2009-2010 DDA Budget, which included an allocation of One Hundred Forty-five Thousand Dollars ($145,000) for the Miami-Dade County Neighborhood Enhancement Action Team ("NEAT"), a sub-department of Miami-Dade County's public works department specializing in said Services; and

WHEREAS, the Miami-Dade County NEAT team is able to provide said Services for all of the landscape installations performed by the DDA including Brickell Avenue, Performing Arts Center area, I-95 Landscaping and all other embellished landscape areas within the DDA district; and

WHEREAS, Miami DDA wishes to enter into an Inter-local Agreement with Miami-Dade County to provide said Services for the period ending September 30, 2010, subject to City Attorney approval.

NOW THEREFORE, be it resolved by the Board of Directors of the Miami Downtown Development Authority of the City of Miami, Florida.

Section 1. The recitals are true and correct and are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The Board authorizes the Executive Director to execute an Inter-local Agreement in substantially the attached form with Miami-Dade County for landscape maintenance and watering services throughout the DDA district in an amount not to exceed One Hundred Forty-five Thousand Dollars ($145,000); the Executive Director is further authorized to negotiate and execute optional one-year agreement renewals, subject to City Attorney approval, funding availability, and DDA budget approval.

PASSED AND ADOPTED this 16th day of April, 2010.

Commissioner Marc D. Sarnoff
Chairman

Alyce M. Robertson
Executive Director

ATTEST:

Sandra Hernandez, Secretary to the Board of Directors

_AuthInterlocalwCountyre_NEAT.doc

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** ("Agreement") by and between the **MIAMI 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,**" is effective as of April 16, 2010 ("Effective Date").

WITNESSETH

WHEREAS, the **DDA** and the **COUNTY'S** Community Image Advisory Board (CIAB) have identified the transportation corridors in Downtown Miami and interstate entrances into the Downtown area as Priority Gateways into the core of significant tourist attractions; and

WHEREAS, tourism is an important economic driver for Downtown Miami; and

WHEREAS, the **DDA** and the **COUNTY** share the common goal of improving the physical appearance of Downtown, as a vital component of the overall economic well-being of Miami-Dade County; and

WHEREAS, the City, County and State of Florida's basic maintenance cycles do not provide enhanced levels of service; and

WHEREAS, large special events frequently take place in Downtown Miami that require the CIAB's services, including major preparation and clean-up activities, and

WHEREAS, the **DDA** has budgeted $145,000 annually in order to fund a CIAB Neighborhood Enhancement Action Team (NEAT) to focus on enhancing the landscaping and maintenance activity cycles throughout the **DDA** district,

NOW, THEREFORE, in consideration of the promises and the covenants contained herein, the parties agree to the following scope of services.

1. The **DDA** shall provide funding for services not to exceed $145,000 for the term of this Agreement (as identified in paragraph 7 below) for the scope of work through the CIAB.
2. The **COUNTY** will provide the **DDA** with an invoice for payment on a monthly basis detailing the services rendered and the **DDA** shall pay the County accordingly.
3. The City of Miami, **COUNTY** and State of Florida provide a baseline of landscape maintenance services ("Baseline Services") within the **DDA** Boundary Area (illustrated in Exhibit A attached), as approved annually through the adoption of their fiscal year budget that is not included in this scope of work. Baseline Services include regular maintenance cycles for grass mowing and tree trimming of their respective right-of-way areas, and is limited to the standard specified landscaping, including approved street tree maintenance and standard grass mowing. Baseline Services do not include watering, shrub/ground cover maintenance and installation of additional right-of-way trees other than replacement of damaged or dead trees.

4. The **COUNTY** will provide enhanced CIAB NEAT Team landscape maintenance services (above the Baseline Services) with a dedicated Downtown team 40 hours per week for downtown services. With the on-set of numerous right-of-way landscape upgrades that go above and beyond the standard installations, and the proposal of additional upgrades to landscaping, the CIAB NEAT team shall provide the following services within the **DDA** boundary area, illustrated in Exhibit A.
    a. The **COUNTY** through the CIAB NEAT Team, shall provide watering, trimming, mowing, grooming, fertilizing, herbicide control and replacement as needed of public right-of-way landscape areas within the **DDA** Boundary Area. These areas include but are not limited to the I-95 Landscape Ramp Project installed by the **DDA** and the CIAB (South Miami Avenue on/off ramps, SE 2nd Avenue on/off ramps and NW 3rd Avenue/NW 3rd Court from Flagler Street to NW 7th

Street), the CIAB project under and around the I-395 expressway on/off ramps, the landscaping in and around the Performing Arts Center, Brickell Avenue from the Miami River south to SE 15th Road, South Miami Avenue from the Miami River south to SE 15th Road, Biscayne Boulevard from the Miami River north to SE 24th Street, the Downtown planters, transit station landscaping (Metrorail, Metro-Mover, Metrobus), and any other areas within the **DDA** Boundary area that have been or will be landscaped by the **DDA**, City of Miami, **COUNTY** and State of Florida as treatments beyond standard sod and turf.

b. The **COUNTY**, through the CIAB NEAT Team, shall be required to furnish all personnel, equipment and materials required to perform said services as part of this Agreement.

c. The **COUNTY**, through the CIAB NEAT Team, shall be responsible for landscape trimming, mowing, grooming and pruning of all the trees, shrubs, foliage, etc., within the public rights-of-ways and **DDA** improved public spaces within the **DDA** District. The landscape maintenance shall be performed on a regularly scheduled basis throughout the **DDA** District, or at the direction of the Executive Director of the **DDA**, or the Executive Director's designee. The maintenance cycles shall be routine in nature and shall be scheduled to include the entire **DDA** District to insure that all landscape installations are consistently groomed. All equipment, materials and manpower needed to perform these maintenance activities shall be the responsibility of the **COUNTY**.

d. The **COUNTY**, through the CIAB NEAT Team, shall be responsible for landscape watering of all the trees, shrubs, foliage, etc within the public rights-of-ways and **DDA** improved public spaces within the **DDA** District. The watering shall be performed on a regularly scheduled basis throughout the **DDA** District. The watering cycles shall be a minimum of once a week for established landscaping

and every other day for newly planted areas. During the rainy season, watering activities may be less frequent depending on naturally occurring rain events. The water sourcing, collection for use, equipment and manpower required for the landscape watering shall be the responsibility of the **COUNTY**.

e. The **COUNTY**, through the CIAB NEAT Team, shall be responsible for fertilizing all the trees, shrubs, foliage, etc. within the public rights-of-ways and **DDA** improved public spaces within the **DDA** District. Fertilization shall occur twice a year throughout the **DDA** area, or on an as-needed basis. All fertilizers used shall be slow-release, commercially produced and sourced by the NEAT team, and reimbursed by the **DDA** upon prior approval. All equipment, materials and manpower needed to perform the fertilization activities shall be the responsibility of the NEAT team.

f. The **COUNTY**, through the CIAB NEAT Team, shall be responsible for keeping the landscaped areas within the public rights-of-ways and **DDA** improved public spaces within the **DDA** District free of weeds, foreign grass, leaves and/or undesirable vegetation at all times. The NEAT team shall remove all vegetation not identified for specific areas and insure that separation lines between vegetation types are maintained by removing plants that have re-seeded themselves over plant boundaries. The NEAT team may use herbicides for weed eradication in lieu of hand pulling, if the herbicide does not damage the desirable vegetation and the dead vegetation is removed within 3-days of effective application.

g. The **COUNTY**, through the CIAB NEAT Team, shall regularly inspect all landscape materials for insects, grubs, mites, fungus, etc., and apply insecticides, pesticides and fungicides as per the manufacturer's recommendation to control insect or other infestations. All equipment, materials

and manpower needed to perform these maintenance activities shall be the responsibility of the **COUNTY**.

h. The **COUNTY**, through the CIAB NEAT Team, shall be responsible for maintaining, repairing and replacing any and all plant materials within the public rights-of-ways and **DDA** improved public spaces within the **DDA** District on a regular basis. The NEAT team shall regularly inspect all landscape areas, and any landscaped areas found with dead or damaged plant material shall be replaced within 10 days of discovery. All replacement plant material shall be identical in species and shall be of similar size to adjacent materials of the same species. All equipment and manpower needed to perform the plant replacement activities shall be the responsibility of the NEAT team.

i. The **DDA** will provide any and all plant materials required to fulfill these services or reimburse the County for plant purchases upon prior approval.

j. The **COUNTY**, through the CIAB NEAT Team, shall be responsible for keeping the landscaped areas within the public rights-of-ways and **DDA** improved public spaces within the **DDA** District mulched on a regular basis. The NEAT team shall regularly inspect all landscape areas, and any landscaped area found of bare soil within planting beds or tree rings shall have mulch added within 10 days of discovery. All mulch shall be maintained at a settled depth of 3". All equipment and manpower needed to perform the mulching activities shall be the responsibility of the NEAT team.

k. The **DDA** will provide mulch to fulfill these services, or reimburse the County for mulch purchases upon prior approval.

l. As part of future landscape proposals by the **DDA**, the **COUNTY**, through the CIAB NEAT Team, shall be responsible for assisting **DDA** crews and/or **DDA**

contractors with the installations of these plantings as well as the maintenance described above once completed.

m. The **COUNTY**, through the CIAB NEAT Team, shall be available to provide support before and after special events that take place within the **DDA** boundary area throughout the year. This may include hours outside of normal business hours and is anticipated to be no more than 3 events throughout the year. In the event that additional services and or event coverage is necessary, the **DDA** may provide additional service requests and shall provide additional funding based on the hours anticipated with prior approval from the **DDA**.

n. The **COUNTY**, through the CIAB NEAT Team, shall be responsible for providing the **DDA** with a monthly report of all maintenance activities. The report shall include an outline of all activities performed and an accounting of each activity.

o. The **DDA** shall be responsible for payment to the **COUNTY** for the services rendered as part of this Agreement on a monthly basis.

5. Both parties, the **DDA** and the **COUNTY**, may terminate this Agreement in writing upon mutual consent no less than thirty days prior to the proposed date of termination.

6. Both parties agree to indemnify and defend each other in the event of error or negligent acts alleged against the other party, its contractors, or designees in connection with this Agreement.

7. This Agreement shall be in place from the Effective Date until October 1, 2010 and may be renewed in writing for three consecutive one-year terms by the **COUNTY** Mayor or Mayor's designee, and by the Executive Director of the **DDA**, subject to the approval of City Attorney and the Miami-Dade County Attorney, funding availability, and **DDA** budget approval.

8. This Agreement will be terminated immediately in the event that either party is unable to provide funding to fulfill the Agreement as stated herein.

9. The officials executing this Agreement warrant and represent that they are authorized by their respective agency to enter into a binding agreement.

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

DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
Executive Director

ATTEST: _____
Notary Public (SEAL)

KARLENE QUERRIER
Commission # DD 702249
Expires March 17, 2011
Bonded Thru Atlantic Bonding Insurance 800-385-7019

APPROVED AS TO LEGAL FORM

By: _____
City Attorney

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

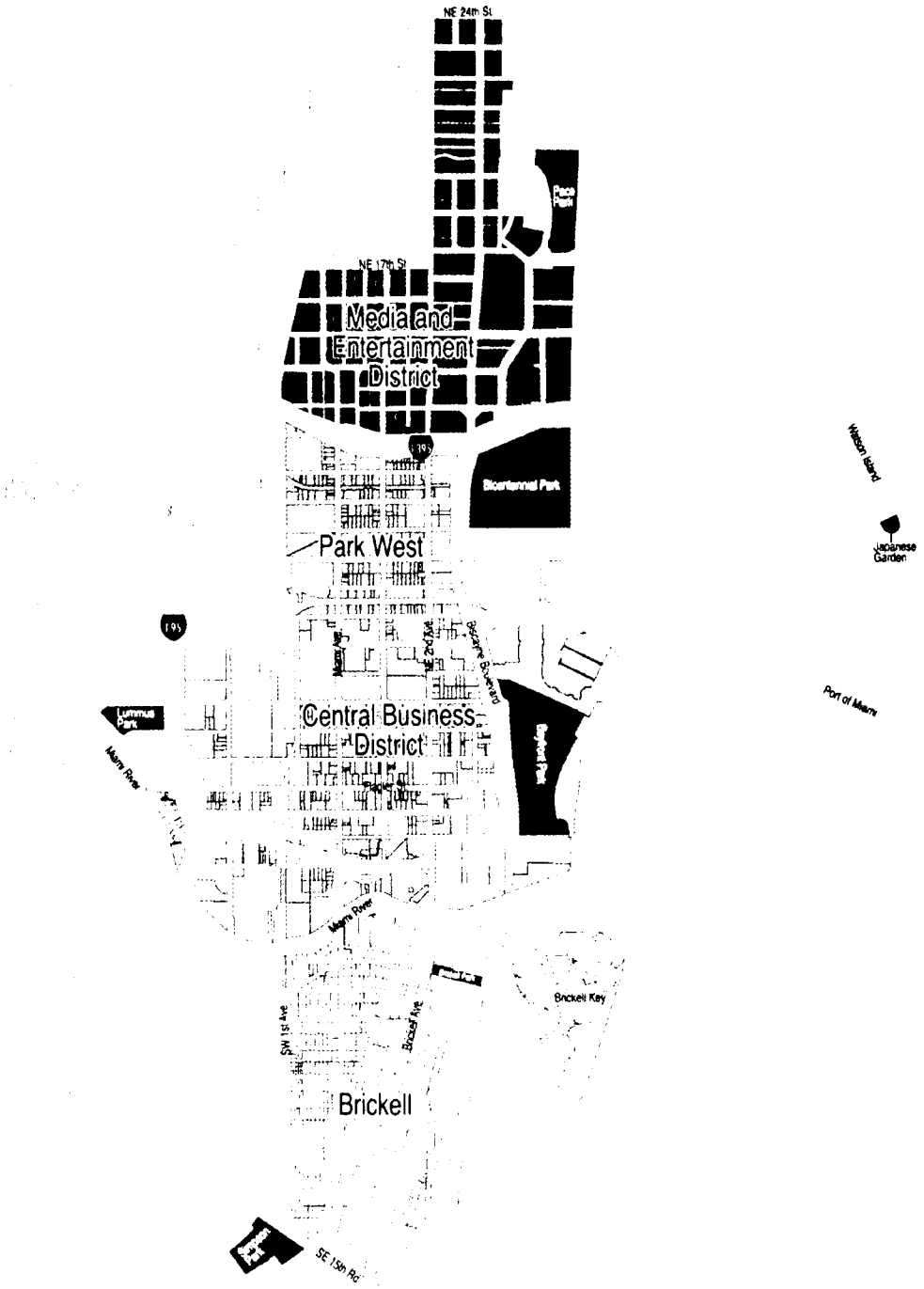
By: _____
County Mayor or his designee

ATTEST: _____
County Clerk (SEAL)

By: _____
County Attorney

EXHIBIT "A"

DDA Boundary Area



15