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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: October 22, 2013

Agenda Item No. 3(B)(6)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Execution of a Joint Participation Agreement (JPA) Between Miami-Dade County Parks, Recreation and Open Spaces Department (PROS) and the Florida Department of Transportation (FDOT) to Provide Grant Funding in the Amount of $250,000.00 for Landscaping Improvements Along Various FDOT Maintained Roadways.

Resolution No. R-842-13

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the County Mayor or Mayor's Designee to execute a Joint Participation Agreement (JPA) between Miami-Dade County Parks, Recreation and Open Spaces Department (PROS) and the Florida Department of Transportation (FDOT). The agreement establishes the terms and conditions for disbursement of FDOT grant funds in the amount of $250,000.00 to reimburse PROS for the cost of design and installation of landscaping along various FDOT maintained roadways throughout Miami Dade County.

Scope

The scope of this Agreement is Countywide.

Fiscal Impact/Funding Source

The fiscal impact to the County will be from annual maintenance activities. The cost of these maintenance activities total $4.67 per tree, per year for every tree planted under this agreement (Attachment A). The funding for these maintenance activities comes from the existing budget of the Right of Way Aesthetic and Assets Management Division of PROS, index code PRERAM277801. The funds utilized by the various municipalities have no fiscal impact to the County from landscape projects completed under this agreement.

Track Record/Monitor

The agreement will be implemented and managed by David Cardenas, Chief, PROS Right-of-Way Aesthetic and Assets Management Division and Gina Drakes, PROS Grants Manager will monitor the grant funds.

Background

FDOT has provided $9,250,000.00 in funding since 2001 to support the County's roadway beautification efforts. The County will be conducting tree planting operations on State arterial roads throughout unincorporated Miami-Dade County. Various municipalities will also design and install landscape projects on State arterial roads within their respective municipal limits,

accessing the agreement by presenting project proposals to the Miami-Dade County Landscape Committee.

The proposed agreement provides for the preparation of landscape design plans for mutually agreed upon sites and for FDOT review and approval of plans prior to the commencement of landscape installation. The County is responsible for obtaining all necessary permits and must execute a landscape maintenance agreement for each planting location.

The attached agreement must be completed and all invoices provided to FDOT on or before June 30, 2016 in order for PROS to be properly reimbursed. If not completed within the time period, this agreement will expire unless an extension of the time period is requested and granted in writing by FDOT. Expiration of this agreement will be considered termination of the project. The resolution authorizes the County Mayor or Mayor's designee to execute the agreement and to exercise its cancellation and renewal provisions.

Lisa M. Martinez, Senior Advisor
Office of the Mayor

Attachment

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: October 22, 2013

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

SUBJECT: Agenda Item No. 3(B)(6)

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 Mayor'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. 3(B)(6)
10-22-13

RESOLUTION NO. R-842-13

RESOLUTION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY PARKS, RECREATION AND OPEN SPACES DEPARTMENT AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) IN THE AMOUNT OF $250,000.00 FOR LANDSCAPING IMPROVEMENTS ALONG VARIOUS FDOT MAINTAINED ROADWAYS THROUGHOUT THE COUNTY AND FURTHER AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO RECEIVE AND EXPEND FUNDS AND TO EXECUTE CONTRACTS, AGREEMENTS, AMENDMENTS, AND OTHER DOCUMENTS AS REQUIRED BY THE AGREEMENT UPON REVIEW AND FINAL APPROVAL BY THE COUNTY ATTORNEY AS TO LEGAL SUFFICIENCY

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 approves the Joint Participation Agreement between Miami-Dade County Parks, Recreation and Open Spaces Department and the Florida Department of Transportation (FDOT) in the amount of $250,000.00 for landscaping improvements along various FDOT maintained roadways throughout the County and further authorizes the County Mayor or Mayor's designee to receive and expend funds and to execute contracts, agreements, amendments, and other documents as required by the agreement upon review and final approval by the county attorney as to legal sufficiency, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County, and to exercise the cancellation and renewal provisions contained therein.

The foregoing resolution was offered by Commissioner **Lynda Bell**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of October, 2013. 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: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MAG

Miguel A. Gonzalez

ATTACHMENT A Contract Number: _____

JOINT PARTICIPATION AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
MIAMI-DADE COUNTY

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and Miami-Dade County, acting by and through its Parks, Recreation and Open Spaces Department, a political subdivision of the State of Florida, existing under the Laws of the State of Florida, hereinafter referred to as the 'COUNTY'.

RECITALS:

WHEREAS, as part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, has created roadside areas and median strips on various roadways of the State Highway System within the municipal limits of the COUNTY; and

WHEREAS, the COUNTY has determined that said roadside areas and median strips shall be attractively landscaped with various flora, and the purpose of this Agreement is to authorize the COUNTY to prepare plans, specifications and install landscaping within the DEPARTMENT's right-of-way at various pre-approved Miami-Dade countywide locations, hereinafter collectively referred to as the 'PROJECT'; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 250610-1-58-02, and has agreed to reimburse the COUNTY for eligible PROJECT costs up to a maximum limiting amount, as outlined in the attached Exhibit "B", 'Financial Summary', which is herein incorporated by reference; and

WHEREAS, the COUNTY has agreed to supervise and inspect all aspects of PROJECT; and

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

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as is fully set forth herein.

2. GENERAL REQUIREMENTS

a. The COUNTY shall provide the DEPARTMENT with design plans for the DEPARTMENT's right-of-way within the limits of the pre-approved PROJECT locations. The PROJECT plans shall be subject to review and prior written approval from the DEPARTMENT. The COUNTY shall not change said plans without prior written approval from the DEPARTMENT. Said plans shall, at a minimum, comply with the Florida Administrative Code Rule, Chapter 14-40, Highway Beautification and Landscape Management, the provisions of which are incorporated herein by reference and shall become a part thereof.

b. The County shall obtain all necessary permits to perform the work at each approved PROJECT location and shall not commence the work described in this Agreement until it has all necessary permits. The permit request shall be submitted with project number 250610-1-58-02 referenced in the document.

i. The following may be excluded from the permit package:

- Plans do not have to be signed and sealed by a Landscape Architect
- Maintenance Memorandum of Agreement or a lien document from the developer /citizen
- CD with electronic files of all submittal items

ii. Additionally, the COUNTY shall provide a detailed cost breakdown for the submitted plans, which will be subject to review and prior written approval from the DEPARTMENT.

iii. The execution of all necessary permits shall constitute assignment of all maintenance responsibilities pertaining to the landscaping installed through this Agreement to the COUNTY in perpetuity upon the completion of the one (1) year establishment period.

c. The COUNTY shall be responsible to clear all utilities within the PROJECT limits prior to installation. If it becomes necessary to provide utilities for the PROJECT to the median or roadside areas (water/electric) it shall be the COUNTY's responsibility to obtain all required permits for such work.

d. The COUNTY shall develop plans and implement the PROJECT in accordance with Section 580 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

e. The DEPARTMENT's District Landscape Architect may request the COUNTY to submit inspection reports throughout the original establishment and extended establishment periods to ensure that proper maintenance is being performed.

f. All landscaping replaced during the original one (1) year establishment period shall have an extended period of on (1) additional year from the date the landscaping was replaced, which shall be referred to as the "extended establishment period". All landscaping that is replaced during the extended establishment period shall have an additional extended establishment period of one (1) additional year from the date the landscaping was replaced. Extensions shall continue until the affected landscaping survives for a period exceeding one (1) year.

g. The COUNTY shall be responsible for assuring that the PROJECT complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

h. Before the end of the one (1) year establishment period, the COUNTY shall schedule and perform a field review of the PROJECT with the DEPARTMENT, and provide no less than ten (10) working days of notification of the field review. The field review shall be scheduled no less than twenty one (21) calendar days before the end of the establishment period, or any extended establishment periods. Any landscape not meeting the DEPARTMENT's requirements shall be replaced by the COUNTY within thirty (30) calendar days, at no additional cost to the DEPARTMENT.

i. The COUNTY shall submit this Agreement to its COUNTY Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'COUNTY Resolution', and is herein incorporated by reference.

j. The COUNTY shall advertise for bid, let the construction contract, administer, supervise and inspect all aspects of PROJECT construction until completion, and, as further defined in Exhibit "A", 'Scope of Services'. The COUNTY shall complete the PROJECT on or before June 30, 2016. All aspects of PROJECT construction and administration are subject to DEPARTMENT standards and specifications and must be in compliance with all governing laws and ordinances.

k. The COUNTY shall not execute any contract or obligate itself in any manner requiring the disbursement of DEPARTMENT funds, including construction contract or amendments thereto, with any third party with respect to the

PROJECT without the prior written approval of the DEPARTMENT. The DEPARTMENT specifically reserves the right to review qualifications of any contractor and to approve or disapprove COUNTY employment of same.

l. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

m. The DEPARTMENT shall reimburse the COUNTY for eligible PROJECT costs as defined in Exhibit "B", 'Financial Summary', and in accordance with the financial provisions in Section 3 of this Agreement.

n. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable with work or payment of work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

3. FINANCIAL PROVISIONS

a. Eligible PROJECT costs may not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00), as outlined in Exhibit "B", 'Financial Summary'. If additional funding is required, contingent upon DEPARTMENT approval, a supplemental agreement between the DEPARTMENT and the COUNTY authorizing the additional funding shall be executed prior to such costs being incurred.

b. The DEPARTMENT agrees to pay the COUNTY for the herein described services at a compensation as detailed in this Agreement.

c. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of services as detailed in Exhibit "A" of this Agreement.

d. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under **Section 334.044(29), F.S.**, or by the Department of Financial Services under **Section 215.422(14), F.S.**

e. The COUNTY shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of:

i. Preparing all planting areas by removing sod, adding soil and adjusting grade for proper planting.

ii. Furnish and install all materials for the PROJECT per specifications show in the approved plans.

iii. Staking of all trees planted in accordance with proper horticultural practices.

iv. Supply Maintenance of Traffic (MOT)

f. Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post audit thereof, based on quantifiable, measureable and verifiable units of deliverables as established in Section e above and Exhibit "A". Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.

g. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified the above Section e has been met.

h. Travel costs will not be reimbursed.

i. COUNTY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

j. If payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the COUNTY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the Department of Financial Services Hotline 1-877-693-5236.

l. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final

payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

m. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than 1 year."

n. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

o. The COUNTY:

   i. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

   ii. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

4. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

5. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the COUNTY expressed in writing, executed and delivered by each party.

6. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

7. COMMUNICATIONS

a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT:	Florida Department of Transportation 1000 Northwest 111 Avenue, Room 6202A Miami, Florida 33172-5800 Attn: Michelle Rapaport, JPA Coordinator Ph: (305) 470-5112; Fax: (305)
To COUNTY:	Miami-Dade County Stephen P. Clark Center 111 NW 1st Street, Suite 2910 Miami, Florida 33128 Attn: COUNTY Mayor

b. Either party may, by notice given as aforesaid, change its address for all subsequent notices. Notices given in compliance with this section shall be deemed given when placed in the mail.

8. EXPIRATION OF AGREEMENT

The COUNTY agrees to complete the PROJECT on or before June 30, 2016. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT's District Six Secretary or Designee. Expiration of this Agreement will be considered termination of the PROJECT.

9. INVOICING

The COUNTY shall invoice the DEPARTMENT for work that has been accepted by the DEPARTMENT. All costs charged to the PROJECT, including approved services contributed by the COUNTY or others, shall be supported by properly executed payroll, time records, invoices, contracts or vouchers evidencing, in proper detail, the nature and propriety of the charges. The COUNTY must submit the final invoice on this PROJECT to the DEPARTMENT within 120 days after the expiration of this Agreement. Invoices submitted after 120 days, will not be paid.

10. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

11. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the COUNTY shall promptly indemnify, defend, save and hold harmless the DEPARTMENT, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the COUNTY's exercise or attempted exercise of its responsibilities as set out in this AGREEMENT, including but not limited to, any act, action, neglect or omission by the COUNTY, its officers, agents, employees or representatives in any way pertaining to this agreement, whether direct or indirect, except that neither the COUNTY nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence of the DEPARTMENT.

The COUNTY's obligation to indemnify, defend and pay for the defense of the DEPARTMENT, or at the DEPARTMENT's option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the COUNTY's receipt of the DEPARTMENT'S notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the DEPARTMENT sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this AGREEMENT. The DEPARTMENT'S failure to notify the COUNTY of a claim shall not release the COUNTY of the above duty to defend and indemnify the DEPARTMENT.

The COUNTY shall pay all costs and fees related to this obligation and its enforcement by the DEPARTMENT. The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims

that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

The COUNTY's evaluation of liability or its inability to evaluate liability shall not excuse the COUNTY's duty to defend and indemnify the DEPARTMENT under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the Department was solely negligent shall excuse performance of this provision by the COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

MIAMI- DADE COUNTY:

BY: _____
COUNTY MAYOR

ATTEST: _____
(SEAL) COUNTY CLERK

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

_____
COUNTY ATTORNEY

_____
DISTRICT CHIEF COUNSEL

EXHIBIT "A"

SCOPE OF SERVICES

The DEPARTMENT, in partnership with the COUNTY has already installed landscape improvements in Miami- Dade County with the permits attached in Exhibit "A1", Previous 'Permits'. Landscape design plans for this PROJECT will be prepared by the COUNTY and approved by the DEPARTMENT and incorporated herein by reference.

Deliverables:

1. The PROJECT will include various trees, ground covers and shrubs within the median and right-of-way countywide. The COUNTY shall be responsible for:

    a. Preparing all planting areas by removing sod, adding soil and adjusting grade for proper planting
    b. Furnishing and installing all materials for the Project per specifications shown in the approved plans;

        i. Trees and Shrubs: Provide trees and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide trees and shrubs graded to conform to Florida N. 1 or better, as outlined under Grades and Standards for Nursery Plants, Florida Department of Agriculture, Division of Plant Industry, unless otherwise noted.
        ii. Sizes: Provide trees and shrubs of sizes shown or specified in plans. Trees and shrubs of larger size may be used if approved in advance, and sizes of roots or balls are increased proportionately.

    c. Staking of all trees planted in accordance with proper horticultural practices. At a minimum, the following water schedule shall be followed:

        i. Water-in trees during the planting process to eliminate all air pockets in the backfill material.
        ii. After planting, trees shall be water three (3) times per week for the first four (4) weeks, two (2) times per week for the second four (4) weeks, and one (1) time per week for the third four (4) weeks.
        iii. Water application shall be six (6) gallons per watering for trees and slender palms, and ten (10) gallons per watering for moderate and heavy trunk palms.
        iv. Supply any additional watering to assure plants survivability as needed during the establishment period and extended establishment periods.

    d. Supply Maintenance of Traffic (MOT), in any roadway areas, according to the current edition of the FDOT Design Standards Index 600 Series, if needed.

The COUNTY agrees that any costs relating to the sod within the scope (above) will be the responsibility of the COUNTY. The DEPARTMENT cannot reimburse for sod in any landscaping agreement according to the Florida Statutes.

The parties hereto acknowledge and agree that the design plans for this PROJECT are not yet complete and are subject to review by the DEPARTMENT. Upon final approval by the DEPARTMENT, this Agreement shall be amended to include said plans in the agreement. The parties further agree that the plans will be incorporated into the terms of this Agreement by reference and that the COUNTY hereby approves and delegates to David Cardenas, Parks, Recreation and Open Spaces Chief, the authority to enter into an amendment of this Agreement to accomplish said task. No further Board of County Commissioner action shall be required to amend this agreement for the sole purpose of incorporating the plans.

PROJECT Limits: Countywide

FDOT Financial Project Number: 250610-1-58-02

County: Miami-Dade

FDOT Project Manager: Dat Huynh, P.E. 305-470-5217

COUNTY Project Manager: David Cardenas, Chief

EXHIBIT "B"

FINANCIAL SUMMARY

Eligible PROJECT costs for reimbursement:

Financial Project Number: 250610-1-58-02

Total PROJECT Cost Estimate: $250,000.00

EXHIBIT "C"

MIAMI-DADE COUNTY RESOLUTION

To be herein incorporated once approved by the Board of COUNTY Commissioners.