

MEMORANDUM

Agenda Item No. 8(H)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: November 2, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a Memorandum of Agreement between the County and the Downtown Development Authority pursuant to section 2-9 of the Code, for the Downtown Development Authority to provide funding to the County not to exceed \$195,000.00 annually, for an initial one-year term, renewable for up to three consecutive one-year terms, for a Neighborhood Enhancement Action Team to enhance landscaping and maintenance activity cycles throughout the Downtown Development Authority district; and authorizing the County Mayor to exercise all other rights contained therein

Resolution No. R-1038-21

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: November 2, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Approving A Memorandum of Agreement Between Miami-Dade County and the Downtown Development Authority To Provide Funding to the County Not To Exceed \$195,000 For a Neighborhood Enhancement Action Team To Enhance Landscaping And Maintenance Activity Cycles Throughout The Authority’s District

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving a Memorandum of Agreement with the Downtown Development Authority (DDA) that funds a Neighborhood Enhancement Action Team through the Neat Streets Miami Board (NSM) to enhance landscaping and maintenance activity cycles throughout the DDA district in an amount not to exceed \$195,000 annually.

Scope

This agreement impacts the DDA District which is located within County Commission District 3, which is represented by Commissioner Keon Hardemon, and County Commission District 5, which is represented by Commissioner Eileen Higgins.

Fiscal Impact/Funding Source

Funding for the provision of enhanced services will come from the DDA in this or any future fiscal year where an agreement would be in effect and be deposited in the Parks, Recreation and Open Spaces Department’s (PROS) Right-of-Way Aesthetic and Assets Management Division index code PRRRAM277809-R34720.

Track Record/Monitor

The Neat Streets Miami Manager, Gabriela Lopez, will monitor the Agreement and manage the project.

Delegation of Authority

Authorizes the County Mayor or the County Mayor’s designee to execute the Memorandum of Agreement and to exercise all other rights contained therein.

Background

As part of the work of the NSM (formerly known as the Community Image Advisory Board), 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 NSM, 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 NSM Board, landscaped four of the major ramp entrances and exits from I-95 into the Downtown area in partnership with the DDA. Again in 2010, the DDA through the NSM entered into an agreement with the County to provide landscaping maintenance services under Resolution R-1092-10. Since that time, the NSM 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 agreement (attached to the accompanying memorandum as Attachment A) outlines a scope of work that would be performed by the NSM Neighborhood Enhancement Action Team that has 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 NSM to ensure continuity of design along Downtown gateways.

This agreement is structured for an initial one-year term that may be renewed in writing for three consecutive one-year terms by the County Mayor or designee, subject to the approval of the County Attorney.

Attachments



Jimmy Morales
Chief Operations Officer

ATTACHMENT A

MEMORANDUM OF AGREEMENT
BETWEEN THE MIAMI DOWNTOWN DEVELOPMENT AUTHORITY
AND MIAMI-DADE COUNTY

This **MEMORANDUM OF AGREEMENT** ("Agreement") by and between the **MIAMI DOWNTOWN DEVELOPMENT AUTHORITY**, an independent City of Miami Agency ("Miami DDA"), and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("**COUNTY**"), is effective as of October 1, 2021 ("Effective Date").

WITNESSETH

WHEREAS, the Miami **DDA** and the **COUNTY'S** Parks, Recreation and Open Spaces Department, through the Neat Streets Miami Board ("NSM"), 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 Miami **DDA** and the **COUNTY** share the common goal of improving the physical appearance of Downtown Miami, 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, large special events frequently take place in Downtown Miami, that require NSM's services, including major preparation and clean-up activities; and

WHEREAS, the Miami **DDA** has budgeted one hundred ninety-five thousand dollars (\$195,000.00) annually in order to fund a NSM Neighborhood Enhancement Action Team ("NEAT") to focus on enhancing the landscaping and maintenance activity cycles throughout the Miami **DDA** district.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Miami **DDA** shall provide funding for services not to exceed one hundred ninety-five thousand dollars (\$195,000.00) for the term of this Agreement (identified in paragraph 8 below) for the scope of work through the NSM.
2. The **COUNTY** will provide the Miami **DDA** with an invoice for payment on a bi-monthly basis detailing the services rendered and the Miami **DDA** shall pay the **COUNTY** accordingly.
3. The City of Miami, **COUNTY**, and State of Florida provide a baseline of landscape maintenance services within the Miami **DDA** boundary area, as approved annually through the adoption of their fiscal year budget that is not included in this scope of work. This includes 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. This does 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 NSM-NEAT Team landscape maintenance services with a dedicated downtown team forty (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 NSM-NEAT team shall provide the following services within the Miami **DDA** boundary area, illustrated in Exhibit A, attached, and incorporated:

- A. The **COUNTY** through the NSM-NEAT Team shall provide watering, trimming, pruning, grooming, fertilizing, herbicide control and replacement as needed of public right-of-way landscape areas within the Miami **DDA** boundary area. These areas, identified in attached and incorporated Exhibit B (map provides detail for maintenance or inspection), include but are not limited to the I-95 (NW 8 Street Exit) Landscape Ramp Project installed by the Miami **DDA** and the NSM (South Miami Avenue on/off ramps, SE 1 Avenue off ramps, SE 2 Avenue on/off ramps, and NW 3 Avenue/NW 3 Court from Flagler Street to NW 8 Street), area around the Performing Arts Center, the DDA/NSM Project at Bayshore Drive (from NE 13 Street to NE 15 Street), Biscayne Blvd. (from the Biscayne Blvd. Way north to NE 24 Street), SW/NW 2 Avenue (from the Miami River to NE 5 Street), NW 5 Street Gateway (from I-95 to Biscayne Blvd.), and NW 8 Street Gateway (from I-95 to Biscayne Blvd.). Additionally the NSM-NEAT Team shall inspect and report maintenance issues to the appropriate maintenance entity for the following areas also identified in Exhibit B: transit stations/areas (including Metrorail, Metro-Mover, Metrobus), Bayshore Drive (from NE 15 Street to NE 17 Terrace), SE 15 Road (from Brickell Avenue to Brickell Bay Drive), Brickell Bay Drive (from SE 15 Road to SE 8 Street), Brickell Median (from SE 5 Street to SE 15 Road), Miami Circle area, the downtown planters installed by the Miami **DDA**, and any other areas within the Miami **DDA** boundary area that have been or will be landscaped by the Miami **DDA**, City of Miami, **COUNTY**, and State of Florida as treatments beyond standard sod and turf.
- B. The **COUNTY**, through the NSM-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 NSM-NEAT Team, shall be responsible for landscape trimming, grooming and pruning of all the trees, shrubs, foliage, etc., within the public rights-of-ways, and Miami **DDA**-improved public spaces within the **DDA** district identified in Exhibit B. The landscape maintenance shall be performed on a regularly scheduled basis throughout the Miami **DDA** district. The maintenance cycles shall be routine in nature and shall be scheduled (daily, weekly, or monthly) to include the areas within the Miami **DDA** district as outlined in Exhibit C, attached and incorporated, to ensure all landscape installations are consistently groomed at the direction of the Executive Director of the Miami **DDA**, or their designee. All equipment, materials, and manpower needed to perform these maintenance activities shall be the responsibility of the **COUNTY**.
- D. The **COUNTY**, through the NSM-NEAT Team, shall be responsible for landscape watering of all the trees, shrubs, foliage, etc. within the public rights-of-ways and Miami **DDA**-improved public spaces within the Miami **DDA** district. The watering shall be performed on a regularly scheduled basis throughout the Miami **DDA** district, as identified in Exhibit C. The watering cycles shall be a minimum of twice 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 NSM-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 Miami **DDA** district. Fertilization shall occur twice a year throughout the Miami **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 NSM-NEAT Team, shall be responsible for keeping the landscaped areas within the public right of way and Miami **DDA**-improved public spaces within the Miami **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 ensure 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 three (3) days of effective application.
- G. The **COUNTY**, through the NSM-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 insects 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 NSM-NEAT Team, shall be responsible for maintaining, repairing, and replacing any and all plant materials within the public right-of-way and **DDA**-improved public spaces within the Miami **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 twenty (20) 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 Miami **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 NSM-NEAT Team, shall be responsible for keeping the landscaped areas within the public right-of-way and Miami **DDA**-improved public spaces within the Miami **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 ten (10) days of discovery. All equipment and manpower needed to perform the mulching activities shall be the responsibility of the NEAT team.
- K. The Miami **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 Miami **DDA** during the effective term of this Agreement, the **COUNTY**, through the NSM-NEAT Team, shall be responsible for assisting Miami **DDA** crews and/or Miami **DDA** contractors with the installations of these plantings as well as the maintenance described above once completed.
- M. The **COUNTY**, through the NSM-NEAT Team, shall be available to provide support before and after special events that take place within the Miami **DDA** boundary area

throughout the year. This may include hours outside of normal business hours and is anticipated to be no more than eight (8) events throughout the year. If additional services and or event coverage is necessary, the Miami **DDA** may provide additional service requests and shall provide additional funding based on the hours anticipated with prior approval from the Miami **DDA**.

- N. The **COUNTY**, through the NSM-NEAT Team, shall be available to provide hurricane season preparation, including debris removal, tree pruning, and securing any Miami **DDA** equipment or supplies.
- O. The **COUNTY**, through the NSM-NEAT Team, shall provide supervision and training of the Miami **DDA**'s Downtown Enhancement Team ("DET") members, when necessary.
- P. The **COUNTY**, through the NSM-NEAT Team, shall receive bi-annual training to ensure NEAT Team staff is using the most up-to-date maintenance and beautification techniques.
- Q. The **COUNTY**, through the NSM-NEAT Team, shall be responsible for providing the Miami **DDA** with a monthly report of all maintenance activities included in this scope of services. The report shall include an outline of all activities performed and an accounting of each activity.
- R. The Miami **DDA** shall be responsible for payment to the **COUNTY** for the services rendered as part of this Agreement on a bi-monthly basis.

5. Both parties, the Miami **DDA** and the **COUNTY**, may terminate this agreement in writing upon mutual consent no less than thirty (30) days prior to the proposed date of termination.

6. **INDEMNIFICATION.** The **COUNTY** agrees to indemnify, hold harmless, release, and defend, at its own cost and expense, the Miami **DDA**, its officials, and employees to the extent and within the limitations of Florida Statutes § 768.28, subject to the provisions of that Statute whereby the **COUNTY** shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of two hundred thousand dollars (\$200,000.00), or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of three hundred thousand dollars (\$300,000.00), from any and all personal injury or property damage claims, liabilities, losses, and/or causes of action which arise as a result of the **COUNTY**'s performance under this Agreement. However, nothing herein shall be deemed to indemnify the Miami **DDA** from any liability or claim arising out of the negligent performance or failure of performance of the Miami **DDA** or any unrelated third party.

The Miami **DDA** agrees to indemnify, hold harmless, release, and defend, at its own cost and expense, the **COUNTY**, its officials, and employees to the extent and within the limitations of Florida Statutes § 768.28, subject to the provisions of that Statute whereby the Miami **DDA** shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of two hundred thousand dollars (\$200,000.00), or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of three hundred thousand dollars (\$300,000.00), from any and all personal injury or property damage claims, liabilities, losses, and/or causes of action which arise as a result of the Miami **DDA**'s performance under this Agreement. However, nothing herein shall be deemed to indemnify the **COUNTY** from any liability or claim arising out of the negligent performance or failure of performance of the **COUNTY** or any unrelated third party.

7. **PUBLIC RECORDS.** Documents pertaining to obligations and responsibilities of the Miami **DDA** in carrying out the terms of this Agreement are subject to public records law.

Pursuant to Florida Statutes § 119.0701(2), the Miami **DDA** agrees to comply with Florida's public records law, specifically to: (a) keep and maintain public records that ordinarily and necessarily would be required by the **COUNTY** in order to perform the services set forth in this Agreement; (b) provide the public with access to public records on the same terms and conditions that the **COUNTY** would provide the records and at a cost that does not exceed the cost provided in Florida Statutes § 119.07, et seq., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the **COUNTY** all public records in possession of the Miami **DDA** upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **COUNTY** in a format that is compatible with the information technology systems of the **COUNTY**. IF THE Miami **DDA** HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE **DDA'S** DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: DAVID LIVINGSTONE, MIAMI-DADE PARKS, RECREATION AND OPEN SPACES DEPARTMENT, 275 NW 2 STREET, MIAMI, FL., 33128; 305-755-7824; DAVID.LIVINGSTONE@MIAMIDADE.GOV.

8. **TERM.** This Agreement shall be in place from the Effective Date until September 30, 2023 and may be renewed in writing for three (3) consecutive one (1) year terms by the **COUNTY** Mayor or Mayor's designee, and by the Executive Director of the Miami **DDA**, subject to the approval of City Attorney and the Miami-Dade County Attorney, funding availability, and Miami **DDA** budget approval.

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

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

11. **COUNTERPARTS / ELECTRONIC SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

12. **EXHIBITS.**

- A. 2019 Miami DDA Boundary Map Main Districts Map
- B. NEAT Team Maintenance Areas Map
- C. NEAT Team Schedule for Miami DDA

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

**DOWNTOWN DEVELOPMENT
AUTHORITY**

By: _____
Christina Crespi
Executive Director

ATTEST: _____
Notary Public (SEAL)

APPROVED AS TO LEGAL FORM

By: _____
Victoria Méndez, City Attorney
(JTM / 21-1793)

APPROVED AS TO INSURANCE

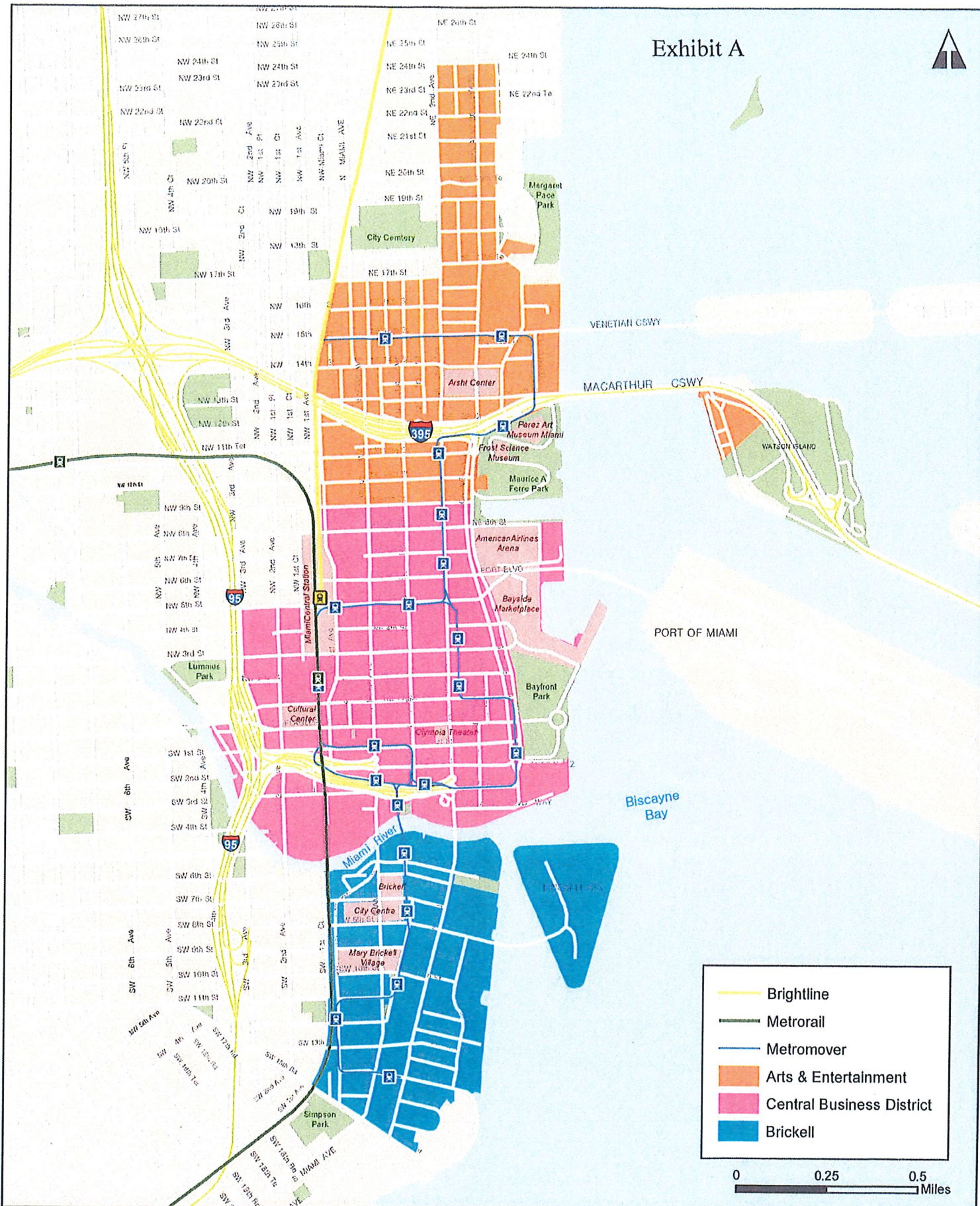
By: _____
Anne-Marie Sharpe
Risk Management Director

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

By: _____
County Mayor or designee

ATTEST: _____
County Clerk (SEAL)

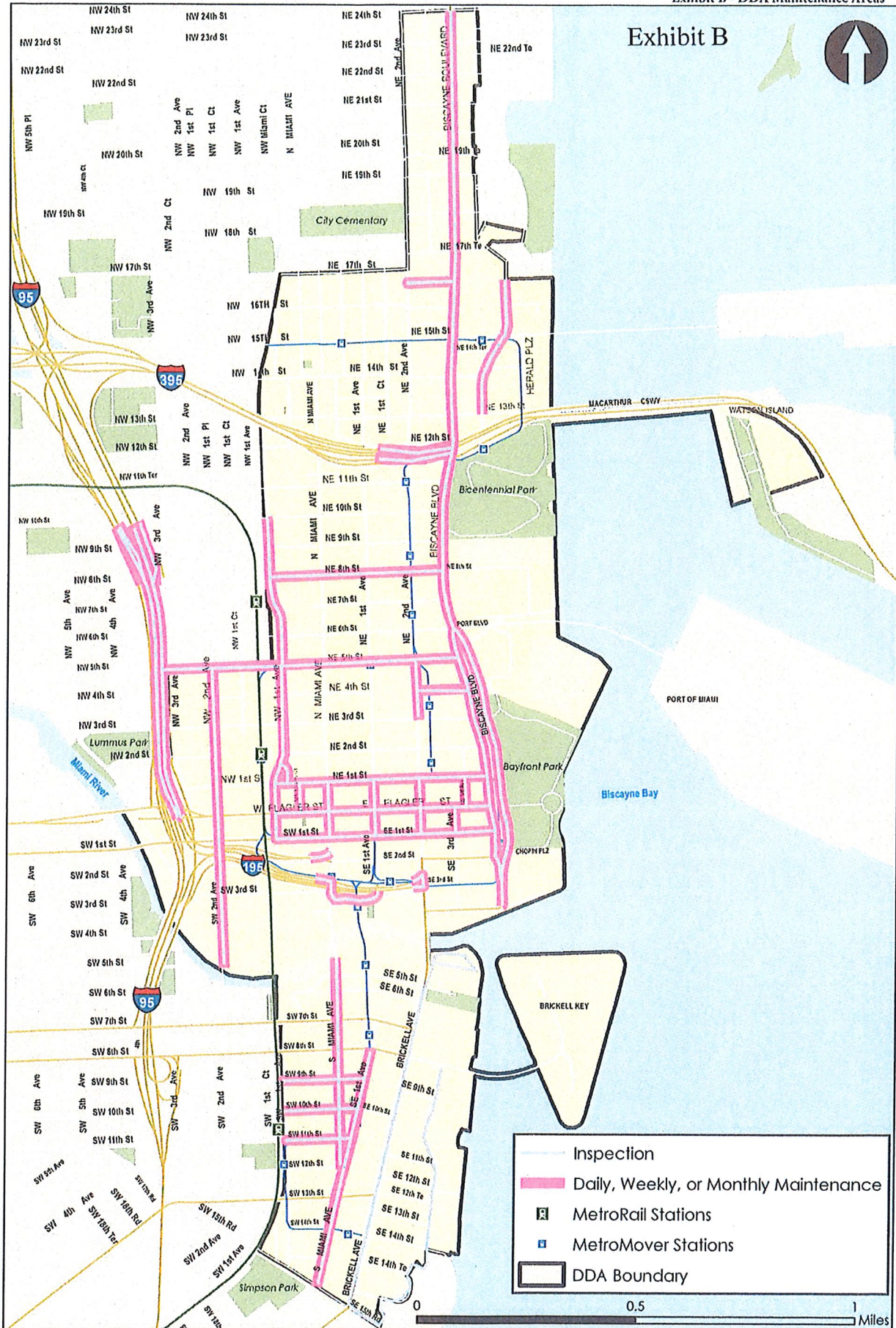
By: _____
County Attorney



Disclaimer: This product is for reference purposes only and is not to be construed as a legal document or survey instrument.

Source: Miami-Dade County I/D: Miami DDA
Updated: August 1, 2019

Exhibit B



Disclaimer: This product is for reference purposes only and is not to be used as a legal document or survey instrument.



Miami DDA NEAT Ongoing Team Maintenance & Inspection Areas

Updated: July 23, 2021

NEAT Streets Miami - NEAT Team schedule for DDA

	<u>Day</u>	<u>Time</u>	<u>Area</u>
Week 1			
	Monday	7 – 8 A.M	Biscayne Boulevard
	Monday	8 – 3 P.M.	Bayshore Dr, FED Ex Ramp, Hyatt Ramp
	Tuesday	7 – 9 A.M.	Biscayne Boulevard/ Inspect Brickell Bay Dr.
	Tuesday	9 – 3 P.M.	Bayshore Dr, FED Ex Ramp, Hyatt Ramp
	Wednesday	7 – 8 A.M	Biscayne Boulevard
	Wednesday	8 – 3 P.M.	Brickell Area / Miami Circle
	Thursday	7 – 8 A.M	Biscayne Boulevard
	Thursday	8 – 3 P.M.	NW 8 Street Ramps
	Friday	7 – 8 A.M	Biscayne Boulevard
	Friday	8 – 3 P.M.	NW 8 Street Ramps
Week 2			
	Monday	7 – 8 A.M	Biscayne Boulevard
	Monday	8 – 3 P.M.	Bayshore Dr, FED Ex Ramp, Hyatt Ramp
	Tuesday	7 – 8 A.M	Biscayne Boulevard
	Tuesday	8 – 3 P.M.	Mary Brickell Village (SW 9 St, SW 10 St)
	Wednesday	7 – 8 A.M	Biscayne Boulevard
	Wednesday	8 – 3 P.M.	The Lions Ramps – South Miami Ave – Between SE 2 St to SW 3 St
	Thursday	7 – 8 A.M	Biscayne Boulevard
	Thursday	8 – 3 P.M.	The Lions Ramps – South Miami Ave – Between SE 2 St to SW 3 St
	Friday	7 – 8 A.M	Biscayne Boulevard
	Friday	8 – 3 P.M.	FED Ex Ramps – SE 2 St and N Miami Ave
Week 3			
	Monday	7 – 8 A.M	Biscayne Boulevard
	Monday	8 – 3 P.M.	NW 8 Street Ramps
	Tuesday	7 – 9 A.M.	Biscayne Boulevard /
	Tuesday	9 – 3 P.M.	S. Miami Ave / SE 1 Ave (Brickell)
	Wednesday	7 – 9 A.M.	Biscayne Boulevard/ Inspect Brickell Bay Dr.
	Wednesday	9 – 3 P.M.	I-95 NW 2 St Ramp
	Thursday	7 – 8 A.M	Biscayne Boulevard
	Thursday	8 – 3 P.M.	I-95 NW 2 St Ramp
	Friday	7 – 8 A.M	Biscayne Boulevard
	Friday	8 – 3 P.M.	Planters
Week 4			
	Monday	7 – 8 A.M	Biscayne Boulevard
	Monday	8 – 3 P.M.	Area around MDC, FED Ex Ramps, Hyatt Ramp
	Tuesday	7 – 9 A.M.	Biscayne Boulevard/ Inspect Brickell Bay Dr.
	Tuesday	9 – 3 P.M.	Flagler St, NE 1 St, SE 1 St (CBD)
	Wednesday	7 – 8 A.M	Biscayne Boulevard
	Wednesday	8 – 3 P.M.	Planters
	Thursday	7 – 8 A.M	Biscayne Boulevard
	Thursday	8 – 3 P.M.	Planters
	Friday	7 – 8 A.M	Biscayne Boulevard
	Friday	8 – 3 P.M.	Performing Arts Center Arena



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: November 2, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(H)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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(H)(1)
11-2-21

RESOLUTION NO. R-1038-21

RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY AND THE DOWNTOWN DEVELOPMENT AUTHORITY PURSUANT TO SECTION 2-9 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA FOR THE DOWNTOWN DEVELOPMENT AUTHORITY TO PROVIDE FUNDING TO THE COUNTY NOT TO EXCEED \$195,000.00 ANNUALLY, FOR AN INITIAL ONE-YEAR TERM, RENEWABLE FOR UP TO THREE CONSECUTIVE ONE-YEAR TERMS, FOR A NEIGHBORHOOD ENHANCEMENT ACTION TEAM TO ENHANCE LANDSCAPING AND MAINTENANCE ACTIVITY CYCLES THROUGHOUT THE DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN

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

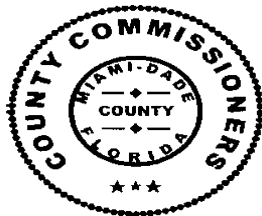
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that, in accordance with Section 2-9 of the County Code, this Board: (1) approves the attached Memorandum of Agreement between Miami-Dade County and the Downtown Development Authority (attached to the accompanying memorandum as Attachment A) whereby the Downtown Development Authority shall provide funds not to exceed \$195,000.00 annually, for an initial one-year term, renewable for up to three consecutive one-year terms, and Miami-Dade County shall perform landscaping maintenance, watering, and aesthetic enhancements, through a Neat Streets Miami Board Neighborhood Enhancement Action Team, within the Downtown Development Authority district

in accordance with the scope of the work detailed in the Memorandum of Agreement and (2) authorizes the County Mayor or County Mayor's designee to execute said agreement and to exercise all other rights contained therein.

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

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	absent
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of November, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

mjs

Melanie J. Spencer