

MEMORANDUM

Agenda Item No. 8(N)(3)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 9, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying the action of the County Mayor, pursuant to sections 2-9 and 2-10 of the Code, executing the Second Amendment to the Interlocal Agreement with the Miami River Commission for a one-year term, from October 1, 2024, to September 30, 2025, at a cost of \$208,088.00; approving an additional six-year term of the agreement, from October 1, 2025, to September 30, 2031, at a total cost of \$1,856,320.00; and authorizing the County Mayor to execute the additional six-year term and to exercise all provisions contained therein, including the authority to terminate

Resolution No. R-951-25

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: October 9, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Ratification of First Year under the Second Amendment to the Interlocal Agreement with the Miami River Commission for the Maintenance of the Miami River Greenway and Approval of an Additional Six-Year Term

Executive Summary

This item seeks ratification of the first year of the Second Amendment to the Interlocal Agreement with the Miami River Commission (MRC) for the maintenance of the Miami River Greenway, covering October 1, 2024, through September 30, 2025, at a cost of \$208,088. The agreement was signed by the County Mayor's designee on September 25, 2024, pursuant to Sections 2-9 and 2-10 of the County Code. Additionally, this item requests Board of County Commissioners (Board) approval for an additional six-year term of the agreement, from October 1, 2025, through September 30, 2031, at a cumulative cost of \$1,856,320. Under the agreement, MRC will maintain 14 County-owned parcels along the Miami River Greenway.

Recommendation

It is recommended that the Board: (1) ratify the execution of the first year under the Second Amendment to the Interlocal Agreement with MRC, for the period of October 1, 2024, to September 30, 2025, at a cost of \$208,088; and (2) approve an additional six-year term of the agreement, from October 1, 2025, to September 30, 2031, at a total cost of \$1,856,320.

Scope

The Miami River Greenway is located within Commission District 5, represented by Commissioner Eileen Higgins.

Delegation of Authority

Sections 2-9 and 2-10 of the County Code authorize the Administration to execute agreements with other governmental entities for up to one year, subject to ratification by the Board. Accordingly, this item ratifies the execution of the Second Amendment with MRC. This item also authorizes the County Mayor or County Mayor's designee to execute the additional six-year term of the agreement and exercise all provisions contained therein, consistent with those authorities granted under the County Code, including the authority to terminate.

Fiscal Impact/Funding Source

The fiscal impact for the ratified one-year term was \$208,088, funded from the General Fund. This amount has already been satisfied. The cost for the additional six-year term is \$1,856,320, also to be funded from the General Fund as programmed in the Fiscal Year (FY) 2025-26 Proposed Budget and Multi-Year Capital Plan. The annual costs are as follows:

YEARS					
1	2	3	4	5	6
FY 25 - 26	FY 26 - 27	FY 27 - 28	FY 28 - 29	FY 29 - 30	FY 30 - 31
\$294,275	\$300,160	\$306,163	\$312,287	\$318,532	\$324,903

The cost projection reflects a two percent annual increase to account for rising wage costs.

Track Record/Monitor

Frank Aira, Chief of Operations and Maintenance, Department of Transportation and Public Works (DTPW), will oversee and monitor this agreement.

Background

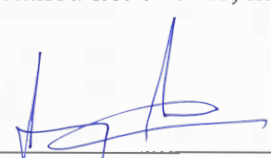
On November 2, 2004, voters approved the Building Better Communities General Obligation Bond program, which included the Miami River Greenway project (Project No. 126) to construct and maintain County parcels in compliance with the Miami River Greenways Action Plan and the City of Miami's Miami 21 Code.

On January 21, 2015, the Board approved an Interlocal Agreement with MRC via Resolution No. R-28-15 for maintenance of County-owned parcels along the Greenway for an initial five-year term through September 30, 2019. Subsequently, on April 4, 2017, the Board ratified the First Amendment to the agreement via Resolution No. R-325-17, which:

1. Addressed a funding shortfall caused by the loss of State grant funds;
2. Provided funding for additional services at an amount not to exceed \$180,925.35 annually for the remaining three years;
3. Authorized a five-year renewal option, extending the term to September 30, 2024; and
4. Provided funding of up to \$301,542.25 for the renewal period.

The Second Amendment was executed to prevent any lapse in the performance of maintenance services. Under this amendment, the County agreed to pay \$208,088 for the October 1, 2024, to September 30, 2025, term. MRC's responsibilities include litter and feces removal, graffiti abatement, pressure washing and vegetation control. Additionally, MRC coordinates with municipal police and homeless assistance organizations to promote public safety along the Greenway.

Approval of the additional six-year term, totaling \$1,856,320, will ensure continued maintenance of the Miami River Greenway through September 30, 2031. Exhibit A to this memorandum provides a detailed list of sites, maintenance frequency and associated costs.



Jimmy Morales
Chief Operating Officer



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 9, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(3)

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 ____, majority plus one ____, 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) ____, 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(N)(3)
10-9-25

RESOLUTION NO. R-951-25

RESOLUTION RATIFYING THE ACTION OF THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, PURSUANT TO SECTIONS 2-9 AND 2-10 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, EXECUTING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE MIAMI RIVER COMMISSION FOR A ONE-YEAR TERM, FROM OCTOBER 1, 2024, TO SEPTEMBER 30, 2025, AT A COST OF \$208,088.00; APPROVING AN ADDITIONAL SIX-YEAR TERM OF THE AGREEMENT, FROM OCTOBER 1, 2025, TO SEPTEMBER 30, 2031, AT A TOTAL COST OF \$1,856,320.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE ADDITIONAL SIX-YEAR TERM AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING THE AUTHORITY TO TERMINATE

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying Mayor's 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:

Section 1. This Board ratifies the execution by the County Mayor or County Mayor's designee of the first year under the Second Amendment to the Interlocal Agreement with the Miami River Commission, for the period of October 1, 2024 to September 30, 2025, at a cost of \$208,088.00.

Section 2. This Board approves an additional six-year term of the agreement, for the period of October 1, 2025, to September 30, 2031, at a total cost of \$1,856,320.00.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute the additional six-year term of the agreement and to exercise all provisions contained therein, including the authority to terminate.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 9th day of October, 2025. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

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

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (the "Amendment") is entered into on this 26th day of September, 2024, by and between Miami-Dade County (the "County") and the Miami River Commission (the "MRC") (collectively, the County and MRC shall be the "Parties").

Recitals

WHEREAS, on or about January 21, 2015, the Parties entered into that certain contract titled "Agreement," which provides for the MRC's performance of maintenance services on County-owned parcels within the Miami River Greenway; and

WHEREAS, on or about April 4, 2017, the Parties entered into contract titled "First Amendment to Agreement," which provides for the MRC's continued performance of maintenance services on County-owned parcels within the Miami River Greenway through September 30, 2024; and

WHEREAS, the Parties desire to continue the MRC's performance of those maintenance services, on the terms and conditions set forth in the Agreement, as modified by this Amendment; and

WHEREAS, to ensure that there is no interruption in the performance of those maintenance services, it is necessary to amend the Agreement in the manner set forth in this Amendment,

NOW, THEREFORE, the Parties agree as follows:

Terms and Conditions

Section 1. The foregoing recitals are true and correct and incorporated herein.

Section 2. Exhibit "A" to the Agreement is deleted in its entirety and replaced with the Exhibit "A" to this Amendment. All references to Exhibit "A" in the Agreement shall hereinafter refer to the Exhibit "A" that is attached to this Amendment.

Section 3. Article IV of the Agreement shall be replaced with the following:

**ARTICLE IV
COUNTY RESPONSIBILITIES**

The County agrees to provide funding to the Miami River Commission for their providing of the services referenced in Exhibit 'A'. The County will provide funding in an amount not to exceed \$208,087.00 for the period of October 1, 2024, to September 30, 2025. For the period between October 1, 2025, and September 30, 2031, described in Article VII, the County will provide funding in an amount not to exceed \$284,647.59 annually.

Section 4. Article VII of the Agreement shall be replaced with the following:

ARTICLE VII

TERM OF AGREEMENT

The initial term of this Agreement shall be for a one (1) year period to commence retroactively on October 1, 2024, and will terminate on September 30, 2025. Should this Agreement be approved by the Board of County Commissioners, the services shall continue the same terms and conditions as in the Agreement for an additional period of six (6) years to run continuously from October 1, 2025, through September 30, 2031. Either party may elect to discontinue the services with sixty (60) days' written notice.

Section 5. Notwithstanding the parties' execution of this document, this Amendment is subject to the ratification of the Board of County Commissioners pursuant to Sections 2-9 and 2-10 of the Code of Miami-Dade County, Florida. The initial one-year term may be executed by the County Mayor or their designee, pursuant to the authority delegated by the Board of County Commissioners. However, if the Board of County Commissioners declines to approve this Amendment, then this Amendment shall be null and void after September 30, 2025, and the Parties shall proceed under the terms of the Agreement, as if this Amendment had never been prepared or considered.

IN WITNESS THEREOF, the Parties hereto, through their duly authorized representatives, hereby execute this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

Attested by: Olga Valverde 09/26/2024
Deputy Clerk: Olga Valverde - e18183



ATTEST:

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

[Signature]
Jimmy Morales, Chief Operating Officer
Mayor's Designee

As to form and legal sufficiency:

[Signature]

Assistant County Attorney

MIAMI RIVER COMMISSION

[Signature]
By: Brett Bibeau

Title: Managing Director
Miami River Commission

Exhibit "A"

County-owned parcels within the Miami River Greenway to be maintained by the Miami River Commission's (FY2024-2025)

Site	Site Location	Type of Maintenance Performed by MRC	Frequency	Current Annual Cost	Proposed Annual Cost FY24-25	Proposed Annual Cost FY25-31	Comments
1	SW 2nd Avenue Bridge South Shore	Litter removal/ graffiti mitigation/ feces removal / pressure washing/ servicing garbage containers/ dog station/ weed whacking/ coordination with City Police and City Homeless Assistance Departments	Litter, etc.= 2x's/week; Pressure Washing= 1 per year; Landscaping as needed	\$4,882.86	\$5,860	\$5,860	Original Parcel #1. Services performed by MRC as per ILA. Break down of Annual Cost: Litter, landscaping and graffiti removal= \$4,454.96; Pressure Washing = \$428.
2	Miami Avenue Bridge North Shore	Litter removal/ graffiti mitigation/ feces removal / pressure washing/ servicing garbage containers/ dog station/ weed whacking/ coordination with City Police and City Homeless Assistance Departments	Litter, etc.= 2x's/week; Pressure Washing= 1 per year; Landscaping as needed	\$5,649.86	\$6,593	\$6,593	Original Parcel #2. Services performed by MRC as per ILA. Break down of Annual Cost: Litter, landscaping and graffiti removal= \$4,454.96; Pressure Washing = \$1,195.
3	Metro Mover by Brickell on the River	Litter removal/ graffiti mitigation/ feces removal / pressure washing/ servicing garbage containers/ dog station/ weed whacking/ coordination with City Police and City Homeless Assistance Departments	Litter, etc.= 2x's/week; Pressure Washing= 1 per year; Landscaping as needed	\$4,693.86	\$5,860	\$5,860	Original Parcel #3. Services performed by MRC as per ILA. Break down of Annual Cost: Litter, landscaping and graffiti removal= \$4,454.96; Pressure Washing = \$239.
4	SW 1st Avenue Metro Rail North	Litter removal/ graffiti mitigation/ feces removal / pressure washing/ servicing garbage containers/ dog station/ weed whacking/ coordination with City Police and City Homeless Assistance Departments	Litter, etc.= 2x's/week; Pressure Washing= 1 per year; Landscaping as needed	\$5,074.86	\$6,593	\$6,593	Original Parcel #4. Services performed by MRC as per ILA. Break down of Annual Cost: Litter, landscaping and graffiti removal= \$4,454.96; Pressure Washing = \$620.

5	SW 1st Avenue Metro Rail South	Litter removal/ graffiti mitigation/ feces removal / pressure washing/ servicing garbage containers/ dog station/ weed whacking/ coordination with City Police and City Homeless Assistance Departments	Litter, etc.= 2x's/week; Pressure Washing= 1 per year; Landscaping as needed	\$5,074.86	\$6,593	\$6,593	Original Parcel #5. Services performed by MRC as per ILA. Break down of Annual Cost: Litter, landscaping and graffiti removal= \$4,454.96; Pressure Washing = \$620.
6	North River Drive (Sewage Pump Station)	Litter removal/ graffiti mitigation/ feces removal / pressure washing/ servicing garbage containers/ dog station/ weed whacking & plant trimming/ coordination with City Police and City Homeless Assistance Departments	Litter, etc.= 2x's/week; Pressure Washing= 1 per year; Landscaping as needed	\$4,635.86	\$5,860	\$5,860	Original Parcel #6. Services performed by MRC as per ILA. Break down of Annual Cost: Litter, landscaping and graffiti removal= \$4,454.96; Pressure Washing = \$181.
7	Riverwalk beneath Metro Mover at the "Riverwalk" Station	Litter removal/ graffiti mitigation/ feces removal / pressure washing/ weed whacking/ coordination with City Police and City Homeless Assistance Departments	Litter, etc.= 2x's/week; Pressure Washing= 1 per year	\$6,387.53	\$7,299	\$7,299	Included as part of the first amendment to the ILA
8	Riverwalk beneath SW 2nd Avenue Bridge on North Shore	Litter removal/ graffiti mitigation/ feces removal / pressure washing/ coordination with City Police and City Homeless Assistance Departments	Litter, etc.= 2x's/week; Pressure Washing= 1 per year	\$6,387.53	\$7,325	\$7,325	Included as part of the first amendment to the ILA
9	NW 17 Avenue Bridge Southeast Corner	Litter removal/ graffiti mitigation/ feces removal / coordination with City Police and City Homeless Assistance Departments	Litter, etc.= 2x's/week;	\$4,827.53	\$5,860	\$5,860	Included as part of the first amendment to the ILA
10	NW 22 Avenue Bridge North side under bridge	Litter removal/ graffiti mitigation/ feces removal / coordination with City Police and City Homeless Assistance Departments	Litter, etc.= 2x's/week;	\$4,827.53	\$5,860.00	\$5,860	Included as part of the first amendment to the ILA
11	NW South River Drive from Tamiami Bridge to NW 36 St, including beneath and	Litter removal/ landscaping / invasive plant species removal.	Litter, etc.= bi-weeklyLandscaping once every 2 weeks	N/A	\$50,611.00	\$86,762	Proposed to be added as part of the renewed ILA. Approximately 1 mile section

	adjacent to the Palmer Lake Bridge and Tamiami Bridge						
12	NW North River Drive, from NW 27 Ave to NW 36 ST	Litter removal/ landscaping / invasive plant species removal.	Litter, etc.= bi-weekly Landscaping once every 2 weeks	N/A	\$50,611.00	\$86,762	Proposed to be added as part of the renewed ILA. Approximately 1 mile section
13	1401-1407 NW 7th St.	Litter removal/ landscaping / invasive plant species removal.	Litter, etc.= bi-weekly Landscaping once every 2 weeks	N/A	\$6,500.00	\$6,500	Proposed to be added as part of the renewed ILA.
14	17 Ave Bridge North Shore, under and adjacent Bascule bridge, fly-over and ramp	Litter removal/ landscaping / invasive plant species removal.	Litter, etc.= bi-weekly Landscaping once every 2 weeks	N/A	\$9,521.00	\$9,520.00	Proposed to be added as part of the renewed ILA.
All sites		Inspections, oversight, accounting, coordination with City Police and City Homeless Assistance Departments	Daily	\$7,866.17	\$27,141.00	\$37,987	
				\$60,308.45	\$208,087.00	\$291,234.00	





