

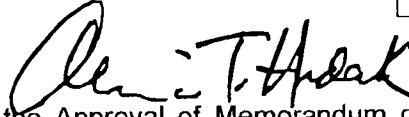
Memorandum

Date: June 7, 2011

Special Item No. 2

To: Honorable Chairman Joe A. Martinez
and Members, West Perrine Community
Redevelopment Agency

From: Alina T. Hudak,
Executive Director



Subject: Resolution Authorizing the Approval of Memorandum of Understanding Between the County and The West Perrine Community Redevelopment Agency for Improvements to Ben Shavis Park

Recommendation

It is recommended that the West Perrine Board of Commissioners (WPBC) adopt the attached Resolution approving a Memorandum of Understanding (MOU) between Miami-Dade County (County) and the West Perrine Community Redevelopment Agency (CRA) and authorizing its execution by the Executive Director or her designee.

Scope of Agenda Item

This resolution provides for funding of various park improvements to Ben Shavis Park (Park) located at 10395 S.W. 179 Street Miami, Florida. The Park is owned and operated by the County and is currently managed as a passive park, providing recreational space to the community. The area lies within County Commission District 9.

Fiscal Impact/Funding Source

The CRA will provide the Park and Recreation Department a total of \$250,000 during the current and next fiscal year. Of that amount, \$150,000 is budgeted and will be paid in FY 2010-11 and \$100,000 will be budgeted and paid in FY 2011-12. The CRA's contribution will be matched with \$50,000 of Commission District 9 Quality Neighborhood Improvement Program (QNIP) funding from the County. The CRA's revenue source is generated through the incremental growth in ad valorem revenues beyond an established year, Tax Increment Financing (TIF), as defined in Section 163.387 of Florida State Statutes.

Track Record/Monitor

This resolution approves the MOU with the County. The Office of Strategic Business Management will monitor the MOU.

Background

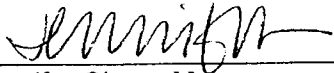
On June 5, 2007, the Miami-Dade County Board of County Commissioners (BCC) approved the establishment of the CRA when it approved the CRA's Community Redevelopment Plan (Plan) pursuant to Resolution R-744-07, the funding of the Plan when it enacted Ordinance 07-79 which created the CRA Trust Fund, and appointed itself as the CRA Board pursuant to Resolution R-745-07.

It is recommended that the WPBC approve and authorize the execution of the MOU (Exhibit 1) which provides for the funding of improvements to Ben Shavis Park. Improvements during FY 2010-11 would address the appearance, functionality and security of the Park by enhancing walkways, landscaping and security lighting. As specified in the MOU, the CRA will fund all the improvements in

Honorable Chairman Joe A. Martinez
and Members West Perrine CRA
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FY 2010-11 not to exceed \$150,000 that is currently budgeted. For FY 2011-12, the CRA would help to fund the installation of a new fitness zone and playground. Funding for the fitness zone and playground will come from the CRA (\$100,000) and will be matched by the County from Commission District 9 QNIP (\$50,000). Should the QNIP funding not be secured in FY 2011-12, the CRA will not fund the fitness zone or playground improvements.

Approval of the MOU allows the CRA to provide immediate relief to the presence of unsanitary, unsafe conditions identified in the Finding of Necessity of the Area; conditions which create a negative image for the community and make it difficult to attract investment. Additionally these improvements will greatly benefit the surrounding area providing a safe, clean place where the community can congregate.



Jennifer Glazer-Moon
Special Assistant/Director
Office of Strategic Business Management

Attachments

cmo12011

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE MEMORANDUM OF UNDERSTANDING IN SUBSTANTIALLY THE FORM ATTACHED BY AND BETWEEN MIAMI-DADE COUNTY AND THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY

WHEREAS, the Board of Commissioners of the West Perrine Community Redevelopment Agency (the "CRA") desires to approve the Memorandum of Understanding (the "MOU") in substantially the form attached by and among the Miami-Dade County and the CRA to fund certain improvements in Ben Shavis Park in the form attached hereto as Attachment I and incorporated herein by reference; and

WHEREAS, the CRA desires to transmit the MOU to the Board of County Commissioners of Miami-Dade County, Florida (the "Board") for approval; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, that:

Section 1. The matters contained in the foregoing recitals are incorporated in this Resolution by reference.

Section 2. The CRA approves MOU related to the improvement in Ben Shavis Park in substantially the form attached.

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

- | | |
|-------------------------------------|----------------------|
| Joe A. Martinez, Chairman | |
| Audrey M. Edmonson, Vice Chairwoman | |
| Bruno A. Barreiro | Lynda Bell |
| Esteban L. Bovo, Jr. | Jose "Pepe" Diaz |
| Sally A. Heyman | Barbara J. Jordan |
| Jean Monestime | Dennis C. Moss |
| Rebeca Sosa | Sen. Javier D. Souto |
| Xavier L. Suarez | |

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day
of July, 2011.

WEST PERRINE COMMUNITY
REDEVELOPMENT AGENCY BY ITS
BOARD OF COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



**MEMORANDUM OF UNDERSTANDING
BETWEEN
MIAMI-DADE COUNTY
AND
WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of _____ 2011, by and between the **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (the “County”) and the **WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (“WPCRA”).

R E C I T A L S

1. The WPCRA is chartered with rehabilitation, conservation, and redevelopment within the geographic area generally described as being bounded on the North by SW 168th Street, bounded on the East and Southeast by State Road 5 (US-1), and bounded on the West and Southwest by State Road 821 (The Homestead Extension of Florida's Turnpike).

2. Ben Shavis Park, located at 10395 SW 179th Street, is a County property managed as a passive park, providing recreational space to the local community. To enhance the level of service within the WPCRA and improve the community's quality of life and image, the WPCRA has requested the County undertake the rehabilitation of Ben Shavis Park to address safety and maintenance concerns.

3. The County has agreed to implement the requested rehabilitation pursuant to and in accordance with the terms and provisions of this MOU which represents the mutual understanding of the parties. This rehabilitation will be funded by the WPCRA and conducted by the County.

NOW, THEREFORE, in respect of the mutual promises contained herein, the County and the WPCRA agree as follows:

1. PURPOSE

This MOU provides for various park improvements (as defined in Section 2 below) at the Ben Shavis Park, located at 10395 S.W. 179th Street, Miami, Florida. The design, procurement and construction of these improvements will be conducted by the County. Funding for said park improvements will be provided by the WPCRA.

2. PARK IMPROVEMENTS

The County shall complete park improvements as funding becomes available over the term of this MOU. The original program of improvements is expected to be conducted in two phases:

2.1. Fiscal Year 2010/11: Address basic Park appearance, functionality and security by improving walkways, security lighting and landscaping, as funding allows (improvements are shown in order of priority) . These improvements will be completed with an allocation of \$150,000 in WPCRA funding.

2.2. Fiscal Year 2011/12: Further improve the level of service of the Park with the installation of a new playground. This improvement will be completed with \$50,000 of Quality Neighborhood Improvement Program (QNIP) funds and that level of funding that may be allocated during the development of the WPCRA budget estimated at \$100,000.

2.3 Plans, Specifications and Bid Documents: The County will administer the project from bid notification to contract completion and be responsible for technical specifications. Additionally, the County will conduct meetings for contractors who are interested in submitting bids for this project. The County will review all renovations, design documents, and construction contract documents related to this project to ensure the equitability and acceptance of the project as it relates to guidelines and for compliance of time requirements. All construction permits for the improvements and/or renovations will be obtained by the County. Any construction sign erected at the project site shall include Miami-Dade County Park and Recreation's project number, information, and funding sources. The County will provide a construction manager and/or inspector to oversee installation and/or renovations, and ensure that the new playground, walkway, security lighting, and landscaping is performed in accordance with the County specifications and standards. It is understood that the entire project will be managed with the County's best interest in mind at all times. The County will take responsibility for all neighborhood concerns regarding the site during its use of the property for construction.

2.4. Schedule of Implementation: The implementation of the park improvements shall be completed as follows:

- Improvements including walkways, landscaping and security lighting shall be completed within twelve (12) months of the execution of this MOU.
- Playground installation shall be completed within five (5) months of the beginning of the fiscal period in which all of the needed funding is allocated.

2.5. Soft Cost and Administrative Cost Limitation: The County shall not expend more than 17% of the funding provided by the WPCRA for in-house design services, administration, project management (not related to construction supervision), indirect costs (accounting/purchasing/personnel, etc.), imposed fees (e.g. permit processing fees) and those costs not related to construction material, labor, equipment or construction sub-contractors (collective known as soft costs).

2.6. Force Majeure: In the event of an unanticipated or uncontrollable act of nature, such as floods, hurricanes, fires, etc., or of people, such as riots, strikes, and wars, the Service provided by the County for the WPCRA may not be performed. In such an



event, the County will make a good faith attempt to complete the park improvements as soon as practicable.

3. FUNDING

3.1. West Perrine Community Redevelopment Agency: The WPCRA will reimburse the County for the direct cost of all park improvements conducted, including all personnel costs associated with design, procurement and construction management, not to exceed the amount in the WPCRA budget allocated for the particular project, except for that amount addressed in Section 3.2 below. Specifically, for Fiscal Year 2010/11, WPCRA has budgeted \$150,000 for projects, and those funds shall be reserved for the reimbursement of expenses incurred by the County in developing walkways, landscaping and security lighting. For Fiscal Year 2011/12, WPCRA shall budget \$50,000 – 100,000 for Ben Shavis Park, as funding permits. Those funds shall be reserved for the reimbursement of expenses incurred by the County in installing a new playground, as the level of funding allows.

The WPCRA participation in this MOU is contingent upon receiving adequate funding and WPCRA budget approval by the Board of County Commissioners. The WPCRA understands that the process of reviewing and approving the budget will entail mutual cooperation from the County and WPCRA and that any delay in the review process may be delayed when the Board of County Commissioners considers the WPCRA budget. Therefore, the parties agree that if the Board of County Commissioners does not approve the WPCRA budget as a matter of their sovereign power and legislative authority, the failure to approve such budget should not be deemed a breach of this MOU or any other agreement between the parties, and the County shall not be liable to the WPCRA for such failure to approve the WPCRA budget.

Further, should funding be inadequate for the park improvements, the WPCRA may terminate this MOU upon thirty (30) days notice, or may reduce the scope of the Park Improvements outlined herein. In that event, the County may likewise terminate this MOU or provide reduced services. In the event this MOU is terminated as set forth in the preceding two sentences, the WPCRA will be responsible for unpaid services provided by the County up to the date of termination.

3.2. Miami-Dade County: The County shall bear a portion of costs of the park improvements with \$50,000 of Quality Neighborhood Improvement Program (QNIP) funds allocated for local park improvements. Should that funding not be secured, the WPCRA may terminate this MOU upon thirty (30) days notice, or may reduce the scope of the Park Improvements outlined herein (i.e. playground or other, lower-priority, improvements). In that event, the County may likewise terminate this MOU or provide reduced services. In the event this MOU is terminated as set forth in the preceding two sentences, the WPCRA will be responsible for unpaid services provided by the County up to the date of termination

4. LIABILITY

The County does hereby agree to indemnify and hold harmless the WPCRA to the extent and within the limitations of Section 768.28 Fla. Stat., 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 \$100,000, or any claim or judgments or portions thereof which, when totaled with all other occurrence, exceed the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify WPCRA from any liability or claim arising out of the negligent performance or failure of performance of the entity or any unrelated third party..

WPCRA does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby WPCRA 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 \$100,000, or any claim or judgments or portions thereof which, when totaled with all other occurrence, exceed the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of WPCRA. 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.

5. EFFECTIVE AND TERMINATION DATE

This MOU becomes effective upon the signature by both parties, and will remain in force until September 30, 2012, unless the term is terminated as provided herein. The MOU may be terminated by either party, with or without cause, by providing written notice to the other party in accordance with Section 6.7 below. In case of termination, the WPCRA agrees to reimburse the County only for unpaid Services performed prior to the date of termination.

6. MISCELLANEOUS

6.1. Headings; Recitals. The headings of the sections of this MOU are for convenience only and do not affect meanings of any provisions hereof. The recitals set forth above are true and correct and incorporated herein by this reference.

6.2. Amendment. The terms, covenants, conditions and provisions of this MOU cannot be altered, changed, modified or added to, except in writing signed by the County and the WPCRA and approved by the WPCRA Board.

6.3. Third Party Beneficiaries. Neither of the parties intends to directly nor substantially benefit any third party by this MOU. Therefore, the parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against either of them based upon this MOU.

6.4. Waiver. No express or implied consent or waiver by a party to or of any breach or default by the other party in the performance by such other party of its obligations under this MOU will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

6.5. Independent Contractor. In performing its obligations hereunder, the County shall be deemed an independent contractor and not an agent or employee of the WPCRA.

6.6. Assignment. Neither this MOU, nor any interest herein, shall be assigned, transferred by the County without the prior written consent of the WPCRA.

6.7. Notice. Whenever any party desires or is required by this MOU to give notice to the other party, it must be in writing and given by hand, sent by certified mail, with return receipt requested, or sent by a recognized overnight courier (e.g., Federal Express) addressed to the party for whom it is intended, at the address specified for notice by the parties from time to time. Notice may also be given by electronic means (e.g., facsimile or email) provided such is followed up with a hard copy by one of the methods in the previous sentence.

6.8. Inspector General. Both the WPCRA and the County understand that the Inspector General provision of Section 2-1076 of the code shall apply to matters arising out of this MOU.

6.9. Entire Agreement. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this MOU, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this MOU contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the subscribing officials are authorized to acknowledge and execute this MOU.

By: _____
(Signature of Authorized Representative)

By: _____
(Signature of Authorized Representative)

Type or Print Name

Type or Print Name

Witnesses:

By: _____
Signature

By: _____
Signature

Type or Print Name

Type or Print Name

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
ALINA T. HUDAK
COUNTY MANAGER