Memorandum

MIAMI-DADE COUNTY

Date: May 8, 2007

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

To: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

From: George M. Burgess, County Manager

Subject: Resolution Authorizing the Execution of an Amendment to an Interlocal Agreement Between Miami-Dade County and the Florida Department of Transportation, District VI, Providing for Performance of Professional Services Associated With the Five Year National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit No. FLS000003

Recommendation

It is recommended that the Board adopt the attached resolution authorizing the execution of an amendment to an Interlocal Agreement between the Florida Department of Transportation, District VI (FDOT) and Miami-Dade County.

Scope

The subject amendment to an existing agreement requires professional services associated with the Five Year National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit No. FLS000003

Fiscal Impact/Funding Source

The subject amendment does not provide additional funding and has no fiscal impact on the County.

Track Record/Monitor

The Director of the Department of Environmental Resources Management monitors this agreement.

Background

Miami-Dade County, various local municipalities, the Florida Department of Transportation (FDOT) District VI, FDOT Turnpike District, and Miami-Dade Expressway Authority are currently co-permittees under NPDES MS4 Permit No. FLS000003. This permit, a requirement of the United States Environmental Protection Agency (EPA) and delegated to the Florida Department of Environmental Protection (FDEP) for implementation, essentially provides for comprehensive management of stormwater discharges to United States bodies of water. An interlocal agreement between Miami-Dade County and the FDOT for professional services associated with permit requirements was executed April 4, 1995 via Resolution R-381-95, and amended on May 18, 2001 through R-489-01, and again on September 26, 2006 through Resolution R-1277-06. The amendments provided additional funding to the County for inspection and mapping services and extended the agreement for five (5) years.

The subject Amendment will provide for cleaning of slab-covered stormwater drainage trenches within the jurisdiction of FDOT, District VI. Over time, the capacity of these slab-covered trenches has been reduced after being filled with silt and debris from stormwater and rainfall events. Periodic maintenance for these stormwater facilities is required by the five year NPDES Permit No. FLS000003.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: May 8, 2007

FROM: Murray A. Greenberg
County Attorney

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

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor

Veto _____

Override _____

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

05-08-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI; PROVIDING FOR PERFORMANCE OF PROFESSIONAL SERVICES ASSOCIATED WITH THE FIVE YEAR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT NO. FLS000003; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE THE PROVISIONS 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 this Board authorizes the County Mayor or his designee to execute this third Amendment to an Interlocal Agreement between Miami-Dade County and the Florida Department of Transportation, District VI; providing for performance by the County of professional services associated with the Five Year National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit No. FLS000003, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or his designee to exercise the provisions contained therein.

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:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of May, 2007. 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:_____
Deputy Clerk

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

Robert A. Duvall

THE THIRD AMENDMENT TO THE SECOND INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI, FOR PERFORMANCE OF PROFESSIONAL SERVICES ASSOCIATED WITH THE FIVE YEAR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT NO. FLS000003

This Amendment Three ("Agreement") to that certain Interlocal Agreement ("Contract") dated September 26, 2006, attached hereto and incorporated herein by reference, between Miami-Dade County, [hereinafter "COUNTY''] and the Florida Department of Transportation, District VI [herein called "FDOT"], to provide services required by the State of Florida Department of Environmental Protection [hereinafter "DEP"], is made and entered into this _____ day of _____, 2007.

I.) Exhibit "A" of the Contract is hereby amended to read as follows:

SCOPE OF WORK

Task 1.0 **Facilities Inventory, Mapping and Surveying**

100% coordination and compilation of information to create a database and GIS layers specific to the FDOT stormwater drainage system, strictly following the already established Miami-Dade County Stormwater Utility Master Plan Program. For additional information, please refer to Task "E" of Miami-Dade County's "Stormwater Data Collection Procedure Manual", which is incorporated herein by reference.

100% mapping of the inventory of the FDOT stormwater drainage systems. This will be accomplished utilizing existing information obtained from the FDOT "As-Built" Plans, including any new FDOT projects constructed during the term of this Agreement. The information shall be field verified where inconsistent or conflicting data is apparent. In the event a clear determination cannot be accomplished by the Miami-Dade County, or "As-Built" Plans are not found, then Miami-Dade County shall survey the roadway/highway to complete the stormwater inventory.

The COUNTY shall conduct surveys of those FDOT roadways where no design or as-built plans are found. The surveys shall be conducted through the County's established survey crews or private surveying contracts, depending on surveying crew availability. The FDOT shall be charged for the direct man-hour cost and overhead expenses of obtaining these surveys if conducted through the COUNTY or the COUNTY's cost, if the survey is done through a private survey firm.

The survey shall consist of crown of the road elevation every 500 feet; catch basin grate elevation, catch basin type and dimensions, bottom of structure, incoming pipes material type, direction and origin of pipe, and source upstream to next structure, invert elevation and diameter, bottom of swale and top of swale, if visible. The survey shall seek to identify the type of existing drainage system (positive, French drain, slab covered trench, etc.).

The COUNTY shall coordinate all maintenance support requests with the FDOT project manager or the project manager's designee. FDOT may be required to provide maintenance support which shall include, but not be limited to, the following: a.) opening welded manholes, b) cleaning drainage structures of soil and debris, and c) traffic management.

Task 2.0 **Cleaning of Drainage Structures**

A. Introduction

Miami-Dade County (COUNTY) shall provide contract services and management for the cleaning of those slab-covered trenches identified by the Florida Department of Transportation (FDOT), District VI. The contract and management services provided by Miami-Dade County shall not exceed $1,000,000.00. In the past, slab-covered trenches have been utilized by FDOT for storm water drainage. Many of these trenches still exist, especially on older roads like US 1. Over time the capacity of these trenches has been reduced after being filled with silt and debris from stormwater and rainfall events. Since periodic maintenance is required by NPDES, FDOT seeks an innovative way to clean and maintain these trenches. At the present time, maintenance is limited to cleaning of inlet structures within ten feet of the inlet opening. This approach does not provide for the cleaning of the entire length of the slab-covered trenches.

This NPDES maintenance support consists of the following:

1. Cleaning of slab-covered trenches

2. Providing reports to FDOT

B. Method of Compensation

Payment by FDOT for this work shall include, but not be limited to, labor and equipment, transportation costs, disposal fees, water sampling, dewatering permits, and project management costs incurred by the County.

Task 3.0 **Quality Assurance and Quality Control**

During the implementation phase of task 1.0, the survey must meet the standards and be completed in accordance with the Minimum Technical Standards for Land Surveying in the State of Florida, set forth in Chapter 61G17-6 of the Florida Administrative Code.

Task 4.0 **Project Status**

Project status meetings shall be conducted on an as-needed basis with representatives of the COUNTY and FDOT District VI.

II.) Article V, FDOT's Obligations, of the Contract, is hereby amended to read as follows:

ARTICLE V
FDOT'S OBLIGATIONS

Prevention of Theft of COUNTY Equipment The FDOT shall take reasonable steps to prevent theft or vandalism of COUNTY equipment. The FDOT acknowledges that such equipment may be placed within the FDOT's area of jurisdiction for extended periods of time, as necessary to complete the tasks set forth in this Agreement.

Financial Provisions for Exhibit "A", Task 2.0

FDOT shall pay the COUNTY $1,000,000.00 for the Scope of Work set forth in Exhibit "A" Task 2.0, not later than thirty (30) days from the date of execution of this Agreement.

Financial Provisions For Those Services Not Set Forth in Exhibit "A", Task 2.0

The FDOT agrees to pay the COUNTY for the herein described services at a compensation rate as detailed in this Agreement. The compensation to the COUNTY for services set forth in Exhibits "A" and "B" shall not exceed $350,000 per year, based on a five (5) year contract. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Bills for travel expenses specifically authorized in this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Bills submitted to the FDOT shall be charged to Financial Project Number: 252240-1-72-02. The FDOT shall review and process COUNTY requests for reimbursement within thirty (30) days of receipt.

In the event actual expenditures are less than $350,000 for any year in which this Agreement is in effect, the COUNTY shall have the right to apply the unexpended balance towards a subsequent year during the term of this Agreement above and in addition to the $350,000 already authorized by this Agreement for each subsequent year.

In the event actual expenditures in any individual budget category set forth in Exhibit "A" are less than the costs budgeted for that category for any year in which this Agreement is in effect, the COUNTY shall have the right to apply the unexpended balance towards any other individual budget category set forth in Exhibit "A" for that year.

Records for costs incurred under the terms of this Agreement shall be maintained and made available upon request to the FDOT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the FDOT upon request. Records of costs incurred includes 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 FDOT for a proper audit of costs.

If the parties agree in writing to accelerate the program and complete the tasks in less than five (5) years, then the maximum yearly ceiling shall be adjusted upward by taking the total value of this Agreement and dividing it by the adjusted number of years.

In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and a term for a period of more than one year, the provisions of **Section 339.135(6)(a), *Florida Statutes***, 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 one 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 one year".

At the end of the five (5) year period of this Agreement the COUNTY hereby releases the FDOT any moneys for which the COUNTY is not entitled to reimbursement pursuant to this Agreement.

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

Access/FDOT Permits The FDOT shall provide the COUNTY with reasonable access at all times as necessary to accomplish the survey of any storm sewer systems which may be located within the FDOT's jurisdiction. The FDOT shall obtain any FDOT permits and FDOT regulatory approvals required for the COUNTY to accomplish the above activities that may be located within the FDOT's jurisdiction.

COST ESTIMATE AND BUDGET CATEGORIES

NPDES Cost Estimate
2006 - 2011

Slab-Covered Trenches (one-time payment)	1,000,000.00
Salary	300,000.00
Fringe (29.54% of salaries)	88,620.00
Department Overhead (46.30% of salaries)	138,900.00
Survey Crew	917,280.00
Rent (FTE)	178,600.00
Vehicles (Operating Costs)	42,000.00
Contractual	25,000.00
One Vehicle Purchase for Survey Crew (SUV)	40,000.00
Other Costs	9,600.00
GIS / Computer Tech. Support	10,000.00
Total 5 Year Cost	2,750,000.00

IN WITNESS THEREOF, Miami-Dade County, and the Florida Department of Transportation, District Six (FDOT) have caused this Agreement to be executed.

Clerk of the Board

By: _____
Clerk of the Board

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

By: _____
County Mayor or His Designee

Florida Department of Transportation
District VI
Executive Secretary

By: _____
Executive Secretary

FLORIDA DEPARTMENT OF
TRANSPORTATION, DISTRICT VI

By: _____
Florida Department of Transportation
District VI Secretary