

Memorandum



Date: July 10, 2007

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

Agenda Item No. 8(R)(1)(F)

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of George M. Burgess.

Subject: Ratification of Grant Agreement for \$520,000 with Enterprise Florida, Inc.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) ratify this action executing a grant application and a grant agreement in the amount of \$520,000 to upgrade Pump Station Number 545 at the Homestead Air Reserve Base and authorizing the County Mayor or his designee execution of any amendments thereto with Enterprise Florida, Inc. (EFI), which is a not for profit Florida corporation. The resolution further authorizes the County Mayor or his designee to receive and expend grant funds and to execute future similar grant applications, agreements and amendments thereto with EFI and to receive and expend such grant funds.

SCOPE OF AGENDA ITEM

The agenda item has an impact on Commission District 9.

FISCAL IMPACT/FUNDING SOURCE

This agenda item provides for a grant in the amount of \$520,000 for Miami-Dade Water and Sewer Department (MDWASD) for improvements to Pump Station Number 545 at the Homestead Air Reserve Base. The grant offsets most of the construction costs for Pump Station Number 545, total project costs are estimated at \$650,000 including design, permitting, construction and construction management. The balance of \$130,000 will be funded by the Sewer Renewal and Replacement Fund.

TRACK RECORD/MONITOR

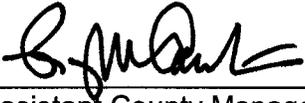
MDWASD's Assistant Director Finance will monitor the grant agreement.

BACKGROUND

The State of Florida appropriated funds to assist with necessary infrastructure improvements needed to maintain military bases, in this particular case, to upgrade Pump Station Number 545 at the Homestead Air Reserve Base. The objective is to bring the pump station up to current MDWASD standards and to have the ability to process additional flow from growth anticipated at the Homestead Air Reserve Base. EFI agreed to administer the grant program. On July 6, 2006, the County completed the grant application and submitted it to EFI. The application was reviewed and approved by EFI and EFI forwarded a grant agreement to the County for execution. On November 14, 2006, the County signed the grant agreement and several weeks later on December 7, 2006, EFI signed the agreement. Shortly thereafter, EFI sent a fully executed grant agreement to the County. On March 29, 2007, the County received approval from EFI for a series of deliverables for the proposed project which included the budget, insurance and schedule.

Honorable Chairman Bruno A. Barreiro and Members,
Board of County Commissioners
Page 2

The term of this grant agreement continues until all activities related to the agreement are completed and EFI receives a report stating that the County has complied with the terms and conditions of the agreement by an independent certified public accountant licensed to practice in the State of Florida.



Assistant County Manager

2



MEMORANDUM

(Revised)

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

DATE: July 10, 2007

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

SUBJECT: Agenda Item No. 8(R)(1)(F)

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(R)(1)(F)

07-10-07

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY MAYOR OR HIS DESIGNEE ACTION EXECUTING GRANT APPLICATION AND AGREEMENT IN THE AMOUNT OF \$520,000 AND ANY AMENDMENTS THERETO WITH THE ENTERPRISE FLORIDA, INC. AND TO RECEIVE AND EXPEND GRANT FUNDS FOR THE IMPROVEMENTS TO PUMP STATION NUMBER 545 AT HOMESTEAD AIR RESERVE BASE AND FURTHER AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPLY FOR AND EXECUTE FUTURE SIMILAR GRANT APPLICATIONS, AGREEMENTS AND ANY AMENDMENTS THERETO WITH FLORIDA ENTERPRISE, INC. AND TO RECEIVE AND EXPEND SUCH GRANT FUNDS

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 ratifies the action of the County Mayor or his designee execution of the grant application and grant agreement, copies of which are attached hereto and made a part hereof; and authorizing the County Mayor or his designee to receive and expend Enterprise Florida, Inc. grant funds in the amount of \$520,000 for the improvements of Pump Station Number 545 at the Homestead Air Reserve Base and authorizes the County Mayor or his designee to apply for and execute future similar grant applications, agreements and any amendments thereto with Enterprise Florida, Inc. subject to approval by the County Attorney; and to receive and expend such funds.

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 10th day of July, 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: 

David M. Murray

5

INFRASTRUCTURE GRANT AGREEMENT

THIS DEFENSE INFRASTRUCTURE GRANT AGREEMENT (together with any written amendment hereto that hereafter may be executed and delivered by the parties, this "Agreement") is made and entered into as of this 7 day of December, 2006 by and between ENTERPRISE FLORIDA, INC., a Florida corporation not for profit ("EFI"), and Miami-Dade County (the "Grantee").

WHEREAS, the Legislature of the State of Florida has appropriated funds to be used to help counties, cities, and local economic development councils make necessary infrastructure improvements needed to facilitate the base retention and reuse (the "Grant Program"),

WHEREAS, the Executive Office of the Governor (the "EOG") has selected the grant recipients (Attachment D), and in partnership with the Governor's Office of Tourism, Trade, and Economic Development of the State of Florida ("OTED"), EFI has agreed to administer the Grant Program; and

WHEREAS, the Grantee is an organization eligible to receive funding under the Grant Program; and

WHEREAS, the parties desire to enter into this Agreement, whereby the Grantee shall be awarded grant funding under the Grant Program, as provided herein, for the purpose or project (the "Project") described in the application that the Grantee submitted to EFI for this purpose, a copy of which is attached hereto as Exhibit A (the "Grant Application");

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

1. **Term.** The term of this Agreement shall commence as of the date of this Agreement and shall continue until the Final Audit Report pursuant to Paragraph 9 is accepted by EFI.

2. **Grant Funds.** Pursuant to the terms of this Agreement, EFI shall pay to the Grantee from the Grant Program an amount equal to the lesser of five hundred and twenty Thousand dollars (\$520,000) or the amount actually expended by the Grantee on the Project (in total or any part thereof, the "Funds"). In consideration of such grant, Grantee agrees as follows:

a. The Funds shall be expended solely for the purpose of the Project and the accomplishment of the Activities, as provided by Paragraph 3, or for the reimbursement of the Grantee's own funds theretofore expended for the same purpose. Unless specifically authorized in the Schedule of Activities, the Grantee shall not use the Funds for any of the following expenses:

- (1) salaries of Grantee's employees;
- (2) travel or incidental costs;
- (3) lobbying the Legislature, the Courts, or any state agency of the State of Florida;
- (4) administration of the Project; or;
- (5) any activity inconsistent with Section 216 Florida Statutes, relating to fixed capital outlay.

b. Any expenditure in connection with the Project that exceeds the total amount of the Funds shall be the sole responsibility of the Grantee. Unless EFI otherwise agrees in its discretion, Grantee shall be required to complete the Project even if it must expend its own funds to do so.

3. **Scope of Work.** Within sixty (60) days after the date this Agreement is executed by both parties, the Grantee shall deliver to EFI a schedule in which is described each activity to be performed by the Grantee under this Agreement (individually, an "Activity"; collectively, the "Activities"). These activities shall support the purpose of this grant:

Upgrade of HARB Pump station 545

Upon EFI's receipt and approval of the schedule, the schedule will be attached hereto as Exhibit B (the "Schedule of Activities"). The Grantee shall perform and accomplish each Activity set forth in the Schedule of Activities on or before the respective due date of such Activity indicated therein. The Schedule of Activities at any time in effect may be revised from time to time in accordance with the following procedures:

a. With each Status Report for the Project required by Paragraph 5 of this Agreement, the Grantee may deliver to EFI a proposed revised Schedule of Activities (the "Proposed Schedule"). The Proposed Schedule shall include all Activities included in the current Schedule of Activities and any new Activities that the Grantee proposes to be completed following the date the Proposed Schedule is delivered. For each Activity included in the Proposed Schedule that already has been completed, the Proposed Schedule shall indicate the date of completion, the expenditures originally anticipated to be associated therewith as reflected in the current Schedule of Activities, and the total actual expenditures associated therewith for which reimbursement from the Funds was received or is to be requested. For each Activity included in the Proposed Schedule that has not yet been completed, the Proposed Schedule shall indicate the due date of such Activity and the anticipated expenditures associated therewith, for which reimbursement from the Funds was received or is to be requested. The Grantee's delivery of a Proposed Schedule shall constitute a request by the Grantee that the Proposed Schedule be adopted by EFI in place of the current Schedule of Activities, pursuant to Paragraph 3(b) below.

b. Within thirty (30) days after receiving any such Proposed Schedule, EFI shall notify the Grantee of its decision, in EFI's absolute discretion, either to adopt the Proposed Schedule or not to adopt the Proposed Schedule. ~~If in its absolute discretion EFI adopts the Proposed Schedule as submitted by the Grantee, it shall notify the Grantee in writing of its decision and from the date of such notice the Proposed Schedule shall become the Schedule of Activities under this Agreement and shall be attached to this Agreement as a REVISED Schedule of Activities. If in its absolute discretion EFI elects not to adopt the Proposed Schedule, or if EFI fails to give Grantee written notice within such thirty (30) day period, the current Schedule of Activities shall continue to be the Schedule of Activities.~~

c. The Schedule of Activities and any Proposed Schedule may incorporate by reference the Activities indicated on a work plan, schedule, or other document prepared by the Grantee or any other person or entity, provided that it contains the information required by this Paragraph 3.

4. **Initial Disbursement.** Upon EFI's receipt and approval of the Schedule of Activities, pursuant to Paragraph 3, and Certificate of Insurance, pursuant to Paragraph 16, EFI shall pay to the Grantee as an initial disbursement in respect of the Funds an amount equal to One hundred and thirty dollars (\$130,000).

5. **Status Report.** Until completion of the Project, the Grantee shall deliver to EFI quarterly project status reports (each, a "Status Report") as follows:

a. Grantee shall deliver a Status Report to EFI on or before the tenth (10th) day following the last day of each Reporting Quarter during the term of this Agreement. As used in this Agreement, a "Reporting Quarter" shall mean a quarter of the reporting year ended August 31. Report schedule is:

| For activity in months of: | Status Report due by: |
|----------------------------|-----------------------|
| Dec, Jan, Feb | March 10 |
| Mar, Apr, May | June 10 |

| | |
|----------------|--------------|
| Jun, Jul, Aug | September 10 |
| Sept, Oct, Nov | December 10 |

If the 10th is not a business day, the report is due the next business day.

b. Each Status Report shall outline the Grantee's progress in completion of the Project during the Reporting Quarter for which the Status Report is delivered. Including the format provided by EFI for sections (1) - (6), it shall specifically include the following information:

(1) A list of the Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter and that actually were completed during the Reporting Quarter ("Completed Scheduled Activities"). For each Completed Scheduled Activity, the Status Report shall indicate the date of completion and the actual expenditures in relation thereto for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence that each Completed Scheduled Activity was completed as indicated in the Status Report, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(2) A list of the Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter for which progress toward completion was made but that were not completed during the Reporting Quarter ("Partially Completed Scheduled Activities"). For each Partially Completed Scheduled Activity, the Status Report shall indicate as a percentage the Grantee's progress in completion and shall describe briefly the reasons why the activity was not completed. The Status Report also shall indicate the actual expenditures in relation to each Partially Completed Scheduled Activity for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence of the Grantee's progress in completion of the Partially Completed Scheduled Activity, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(3) A list of Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter for which no progress was made toward completion during the Reporting Quarter ("Incomplete Scheduled Activities"). For each Incomplete Scheduled Activity, the Project Status Report shall briefly describe the reasons why no progress was made toward completion of such Activity during the Reporting Quarter;

(4) A list of Activities completed during the Reporting Quarter that were not indicated in the Schedule of Activities to be completed during the Reporting Quarter ("Completed Unscheduled Activities"). For each Completed Unscheduled Activity, the Status Report shall indicate the date of completion and the actual expenditures in relation thereto for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence that each Completed Unscheduled Activity was completed, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(5) A summary of the Grantee's actual expenditures related to the Project during the Reporting Quarter, and for which disbursement of Funds has been received or is to be requested, compared to the anticipated expenditures for the Reporting Quarter as indicated in the Schedule of Activities;

(6) A summary of the Grantee's actual expenditures related to the Project since the date of this Agreement, and for which disbursement of Funds has been received or is to be requested, compared to the anticipated expenditures since the date of this Agreement as indicated in the Schedule of Activities;

(7) To the extent the same is material, a summary and explanation of any unanticipated changes among the contractors, subcontractors, and other participants involved in the Project; and

(8) A summary and explanation of any other material changes that may affect the outcome or commercial potential of the Project.

5

(9) A report on the use of Women and Minority Vendors as described in Section 27.

6. **Invoice.** With each Status Report, the Grantee shall deliver to EFI an invoice that includes the following information (each, an "Invoice"):

- a. the cumulative expenditures related to the Completed Scheduled Activities for which disbursement of the Funds is requested;
- b. the cumulative expenditures related to the Partially Completed Scheduled Activities for which disbursement of the Funds is requested;
- c. the cumulative expenditures related to Completed Unscheduled Activities for which disbursement of the Funds is requested;
- d. any other unreimbursed expenditures related to Activities completed in prior Reporting Quarters or otherwise for which disbursement of the Funds is requested; and
- e. receipts or documentation for all expenditures.

7. **Disbursement of Funds.** After receiving the Status Report and Invoice and approval of the same, EFI shall disburse to the Grantee an amount equal to the cumulative amount of unreimbursed expenditures for Completed Scheduled Activities indicated therein, provided that EFI shall be required to disburse no more than the amount of anticipated expenditures related to each Completed Scheduled Activity indicated on the Schedule of Activities. Within EFI's absolute discretion, EFI also may disburse to the Grantee an amount equal to or less than one or more of the following:

- a. the cumulative amount of unreimbursed expenditures for Partially Completed Activities indicated in the Invoice;
- b. the cumulative amount of unreimbursed expenditures for Completed Unscheduled Activity; or
- c. the amount of unreimbursed expenditures for Completed Scheduled Activities that exceeds the anticipated expenditures related thereto as indicated in the Schedule of Activities;
- d. any other unreimbursed expenditures related to Activities completed in prior Reporting Quarters or otherwise related thereto as indicated in the Schedule of Activities. With each disbursement of Funds, EFI shall deliver to the Grantee a statement indicating the amount of Funds disbursed in relation to items (a) through (d) above.

With each disbursement of Funds, EFI shall deliver to the Grantee a statement indicating the amount of Funds disbursed in relation to the Completed Scheduled Activities, the Partially Completed Scheduled Activities, the Completed Unscheduled Activities, and any other Activities and purposes.

8. **Final Project Report and Disbursement.** Grantee shall submit a Final Project Report within forty-five (45) days following Grantee's completion of the Activities. Final disbursement shall be made only after EFI has approved the Final Project Report, which shall include the following information:

- a. a certification that the Project, including all of the Activities, has been completed in compliance with the terms and conditions of this Agreement;
- b. a certification that the Project meets state and local construction standards, as applicable;
- c. the total amount of Funds received from EFI pursuant to this Agreement;
- d. the total amount of funds received from other sources in relation to the Project;
- e. the total amount of Project expenditures paid or reimbursed from the Funds; and

f. an explanation of any material changes in circumstances that may affect the outcome or commercial potential of the Project.

9. **Final Audit Report.** Within forty-five (45) days following the completion of all of the Activities, the Grantee shall cause there to be prepared at the Grantee's expense and delivered to EFI a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating the professional opinion that the Grantee has complied with this Agreement (the "Final Audit Report"). In lieu of providing the Final Audit Report in such manner, if the Grantee has an annual audit by an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, or if the Grantee has a state single audit or state project-specific audit pursuant to Section 215.97, Florida Statutes 2003 (the "Single Audit Act"), prepared for the fiscal year in which this Agreement concludes, the Grantee may provide to EFI at the time when such audit is completed (at any rate, within 120 days following the end of such fiscal year of the Grantee) a report stating the professional opinion that the Grantee has complied with this Agreement.

10. **Accounting Records.** Grantee shall maintain accounting records that reflect the total Funds received by Grantee under this Agreement and the total expenditure of such Funds. In the event that the Grantee expends a total amount of State awards (i.e. financial assistance provided to the recipient to carry out a state project) equal to or in excess of \$500,000 in its fiscal year, the grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the "Florida Single Audit Act") and within the guidelines of generally accounting principles, procedures, and practices.

11. **Florida Single Audit Act.** The Grantee acknowledges that, by entering this Agreement, it is a "subrecipient" within the meaning of the Florida Single Audit Act, and it is subject to the provisions thereof, as well as the rules of the Executive Office of the Governor of the State of Florida, the Comptroller of the State of Florida, and the Auditor General of the State of Florida related thereto. For that reason:

a. the Grantee shall allow EFI, OTTED, the Comptroller, the Offices of the Chief Inspector General, and the Auditor General access to the Grantee's records and the Grantee's independent auditor's working papers as necessary to comply with the requirements of the Florida Single Audit Act;

b. the Grantee shall notify EFI if it becomes subject to a state single audit or project-specific audit pursuant to the Florida Single Audit Act; and

c. the Grantee shall comply with the other requirements of the Florida Single Audit Act including providing to EFI a copy of every fiscal year audit conducted during the term of this contract.

d. Grantee is subject to the requirements under Catalog of State Financial Assistance (CFSA) number 31.0044, per the Military Base Protection CSFA number. For information regarding the Florida Single Audit Act, including the CFSA, Grantee should access <https://apps.fidfs.com/fsaa>.

12. **Public Access to Records.** The Grantee acknowledges that EFI is subject to the provisions of Chapter 119, Florida Statutes relating to public records and that reports, invoices, and other documents the Grantee shall submit to EFI under this Agreement may constitute public records for the purpose of the Florida Statutes. The Grantee shall cooperate with EFI regarding EFI's efforts to comply with the requirements of Chapter 119, Florida Statutes.

13. **Records Retention.** Grantee shall retain all grant records and shall ensure the retention of its independent auditors working papers for a period of five (5) years following the submission of the final project report.

14. **Grant Application.** The Grantee represents and warrants that the information set forth in the Grant Application is true, correct, and complete in all material aspects.

15. **Future Maintenance.** Grantee agrees to be responsible for future maintenance expenses and other expenses associated with the Project, if any, after the conclusion of this Agreement, unless and until future maintenance is transferred to another entity.

16. **Coordination.** When reasonable, the Grantee shall coordinate with other components of the state and local development systems of the State of Florida and avoid duplication of existing state and local services and activities provided in Florida.

17. **Insurance.** Grantee agrees that prior to the acceptance of Attachment B, Statement of Work, it will provide to EFI a certificate of insurance, as Attachment C ("Insurance"), indicating that the Grantee maintains all insurance coverage required by law (including, without limitation, workers' compensation insurance) and such other insurance as EFI required. Such insurance covers not only the activity of Grantee but also acts and omissions of Grantee's agents, employees, and representatives.

18. **Security Interest.** To the extent required by Section 287.05805, Florida Statutes, if any part of the Funds shall be used for the purchase or improvement of real property, the Grantee shall grant to the State of Florida a security interest in the property at least equal to the amount of the Funds, such security interest to continue at least five (5) years from the date of purchase or improvement. No separate instrument shall be required in order for the Grantee to grant such security interest to the State of Florida.

19. **Promotional Materials.** Advertisements, signs, and other promotional materials funded by this Agreement shall include reference and credit to EFI and OTTED.

20. **Independent Contractor.** The Grantee is acting as an independent contractor and not as EFI's employee in the performance of this Agreement. The Grantee acknowledges that EFI is not responsible for withholding and filing national or state taxes or other payroll withholdings on behalf of the Grantee. The Grantee further acknowledges that neither the Grantee nor the employees of the Grantee will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

21. **Indemnification.** The Grantee shall indemnify, defend, and hold EFI, OTTED, and the State of Florida harmless from all claims, suits, judgments, or damages arising from the Grantee's performance of the Activities and its other obligations under this Agreement.

22. **No Pledge of Credit.** The Grantee has no authority to, and shall not, pledge the credit of EFI, OTTED, or the State of Florida, or purport to make EFI, OTTED, or the State of Florida a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

23. **Compliance with Law.** The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable local, state, and federal laws and regulations.

24. **Women and Minority Vendors.**

The Grantee is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Grantee shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the Grantee shall submit a statement to this effect.

25. **Patents, Copyrights, and Royalties.**

If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Grantee shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the

State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Grantee shall notify EFI.

26. Non-Discrimination: Anti-Harassment. The Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

26. Public Entity Crime List; Discriminatory Vendor List. To the extent required by the Florida Statutes 287.134(3)(a) and section 30 of EFI's contract with OTTED, the Grantee acknowledges notice of the requirements of Sections 287.134(2)(b), Florida Statutes. To its knowledge, the Grantee has not been placed on the discriminatory vendor list described by Section 287.134, Florida Statutes. To the extent required by Florida Statutes 287.133(2)(a) and section 33 of EFI's contract with OTTED, the grantee affirms that it is aware of the provisions of Florida Statutes 287.133(2)(b). Grantee affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this contract may result in termination of this contract.

27. Failure of Satisfactory Performance. EFI's obligation to pay the Funds to Grantee hereunder is contingent upon EFI's receipt when due and approval of all Status Reports, Invoices, and other reports required under this Agreement, the Grantee's satisfactory completion of the Activities, and the satisfactory performance of the Grantee's obligations under this Agreement, as determined by EFI in its reasonable discretion. EFI may terminate this Agreement, or reduce the amount of the Funds, at any time for the Grantee's breach of any term herein or failure to provide satisfactory performance hereunder, as determined by EFI, without warning or notice.

28. Availability of Funds. EFI's obligations under this Agreement are contingent upon the continued availability to EFI of legislatively appropriated funds from the Grant Program in the amount known to EFI at the time this Agreement is executed, which amount may be used in support of this Agreement. The determination whether funds are available for the purposes of this Paragraph shall be made by EFI in its absolute discretion.

29. Contract Manager. EFI's Grant Coordinator, Juliana Peña, or her successor, shall act as the Contract Manager to ensure compliance with all of the terms and provisions of this Agreement.

30. Notices. All notices between the parties provided for herein shall be by either confirmed facsimile transmission, confirmed electronic mail, business mail service, or certified mail, return receipt requested, delivered to the following address of each party:

EFI: Juliana Peña
Enterprise Florida, Inc.
390 North Orange Avenue, Suite 1300
Orlando, Florida 32801
(407) 316-4627
(407) 316-4680 (fax)
jpena@eflorida.com

Grantee: Susan M. Tormiento ~~Roger M. Carlton~~
Chief of Staff/Assistant County Manager
111 NW 1ST St, suite 2930
Miami, FL 33128
P. 305.375.5593
F. 305.375.1590
Susy@miamidade.gov

The address of either party provided in this Paragraph 30 may be changed by such party upon reasonable notice to the other party given in the manner specified in this Paragraph.

31. **Waiver.** No failure or delay on the part of EFI in exercising any power or right under this Agreement and no course of dealing or course of performance between EFI and the Grantee shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand on the Company in any case shall entitle it to any notice or demand in similar or other circumstances.

32. **Jurisdiction.** With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida Court in Orange County, Florida

33. **Modification.** This Agreement may not be altered, modified, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the parties. Modification of the grant purpose or goals must be approved by OTTED and EFI. Additionally, any such modification, amendment or change shall be effective on the date of delivery or such later date as the parties may agree therein.

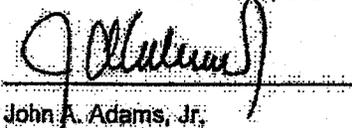
34. **Complete Agreement.** This Agreement, with all exhibits hereto, constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter, and neither party shall be bound by any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement.

35. **Counterparts.** This Agreement may be executed in counterparts and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, faxed signatures shall be of the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

"EFI"

ENTERPRISE FLORIDA, INC.



John A. Adams, Jr.

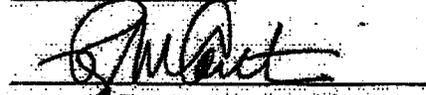
President and CEO

Date: 7 Dec 06

(Commencement Date)

"GRANTEE"

Miami-Dade County



Printed: Roger H. Carlton

Title: Assistant County Manager

Date: 11-14-06

NOTE: THIS CONTRACT SHALL BE NULL AND VOID IF NOT EXECUTED WITHIN SIXTY DAYS OF EFI SUBMIT DATE

EXHIBIT LIST
FOR
INFRASTRUCTURE GRANT AGREEMENT

| | |
|-----------|--|
| Exhibit A | Grant Application for the Project |
| Exhibit B | Schedule of Activities for the Project |
| Exhibit C | Certificate of Insurance |
| Exhibit D | Award Announcement |

DIGmm101906

2006-2007 Defense Infrastructure Grant Program

PART 4. APPLICATION FORM

4-1 APPLICATION FORM

There is not standardized format proposals should follow. But all applications must contain the following information:

1. Project Title: Upgrade of HARB Pump Station 545
2. Installation(s): Affected Homestead Air Reserve Base
3. Community Government/Authority Applicant: Miami-Dade County, FL
Government/Authority Federal Employee Identification Number: 59-6000573
Name of Primary Contact: Susanne M. Torriente
Title: Chief of Staff/Assistant County Manager and
Address: 111 NW 1st Street, Suite 2930
City: Miami State: FL Zip: 33128
Telephone: (305)375-5593 Fax: (305)375-1590
Email: susy@miamidade.gov

Proposed Grantee Contact Information (if different from above):

Name of Primary Contact:

Title:

Address:

City:

State

Zip:

Telephone:

Fax:

Email:

4. Category of Proposed Project (mark those that apply): Encroachment;
 Transportation & Access, Utilities, Communications, Housing, Environment,
 Security, Other (Explain)

5. Summary of Project (max 1/3 page)

The transmission of sewage from the Homestead Air Reserve Base is performed by 2 pump stations that are located within the adjacent surplus property that has been transferred to Miami-Dade County. At the time that the land and infrastructure was accepted from the Department of the Air Force, the Miami-Dade Water and Sewer Department assessed the water and sewer infrastructure to determine what improvements would be required to incorporate this infrastructure as part of the public water and sewer system. The department determined that the stations were not operating in a manner consistent with agency standards and would require significant upgrading. To date, the county has completed the upgrade of pump station 769 through a combination of Federal and State grant funding. At this time the County is requesting 2006-2007 Defense Infrastructure Grant funds to upgrade the remaining pump station, 545. Upon completion of this upgrade project, all of the water and sewer infrastructure that serves the base will have been refurbished and/or replaced.

2006-2007 Defense Infrastructure Grant Program

6. How will this infrastructure project improve the base and what is its relative importance to the overall military mission? (Max 1/2 page)

Consistent with DoD mandates, Homestead Air Reserve Base has privatized all water and sewer transmission systems. The on-base, sewer collection system is under evaluation for transfer to Miami-Dade County. Proper operation of the pump stations has a financial as well as an environmental impact on the base. This station operates for the sole purpose of transmitting the sewage generated on the base. The pump station is currently operating inefficiently. This inefficiency causes higher costs of utilities which are paid by the base. From an environmental perspective, in the event the pump station exceeds Federal consent decree requirements, the station may need to be shut down. Failure to upgrade the system could cause sewage to back up on the base and have a negative impact on the environs of the base and adjacent property.

7. Estimated Florida Defense Infrastructure Project Cost:

| | |
|--|---------------|
| Design & Engineering: | \$ 100,000.00 |
| Right-of-Way: | \$ |
| Construction: | \$ 120,000.00 |
| Other: (Specify) New pumps and electrical installation | \$ 300,000.00 |

TOTAL COST: \$ 520,000.00

If the project could be phased over time, break out the phases and costs.

8. Does the Project Relate to Other Local/State/Federal Budgets: Yes / No
If "Yes", explain how: As the property manager, Miami-Dade will be responsible for the coordination of the design and construction of the project at no cost to the grant.
9. Amounts of Other Leveraged Funding/Contributions:
a. (Federal) _____ (State) _____ (Local) \$52,000 _____
b. (Private) _____ (Revenue Bonds) _____ (Other) _____
10. Impact of the Project on the Installation's Future Base Efficiencies
The base is currently undergoing an environmental assessment to determine the impact of mission growth related to BRAC 2005 recommendations. Maintaining proper utility services to the base is critical to the ongoing operation of current tenants and the ability to expand by 302 additional personnel and 9 additional aircraft.
11. Estimated Project Start Date and Estimated Time for Design or Construction
It is anticipated that the project will commence upon grant approval and will be completed by June 2007.

2006-2007 Defense Infrastructure Grant Program

12. Eligibility:

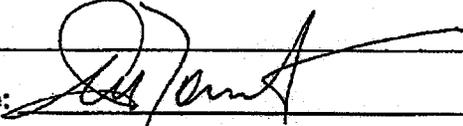
A. Within the past 12 months, was your infrastructure project denied funding by the Florida Legislature? Circle one: Yes / No

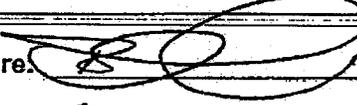
B. Within the past 12 months, did the Florida Legislature fund this project? Circle One: Yes / No

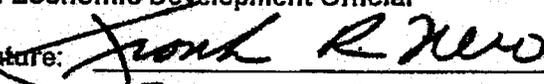
C. Within the past 12 months, has the Governor vetoed an appropriation for this project? If so, the project cannot compete for funding until 12 months have passed since the veto date. Circle One: Yes / No

13. Gift Letter: Indicate if the grant requires federal contracting support to include the Service's approval of a gift. Circle one: Yes / No

14.

| | |
|---|------------------------------------|
| Applicant's Signature:  | Date: <u>7/10/06</u> |
| Printed Name: <u>SUSANNE M. TORRENS</u> | Title: <u>CHIEF OF STAFF / ACM</u> |
| Contract Manager? <input checked="" type="radio"/> Yes / No. If No, who will be the Contract Manager? _____ | |

| | |
|---|------------------------|
| Base Commander's Signature:  | Date: <u>11 Jul 06</u> |
| Printed Name: <u>RANDALL G. FALCO</u> | Title: <u>Colonel</u> |
| Base Commander's Prioritization: Rank # <u>1</u> of <u>1</u> # of submitted projects. | |

| | |
|---|-------------------------------|
| Local Economic Development Official | |
| Signature:  | Date: <u>7/10/06</u> |
| Printed Name: <u>FRANK R. NERO</u> | Title: <u>PRESIDENT / CEO</u> |
| Local EDO's Prioritization: Rank # <u>1</u> of <u>2</u> # of submitted projects from the Community. | |

2006-2007 Defense Infrastructure Grant Program

PART 5. Budget and Financial Reporting Form

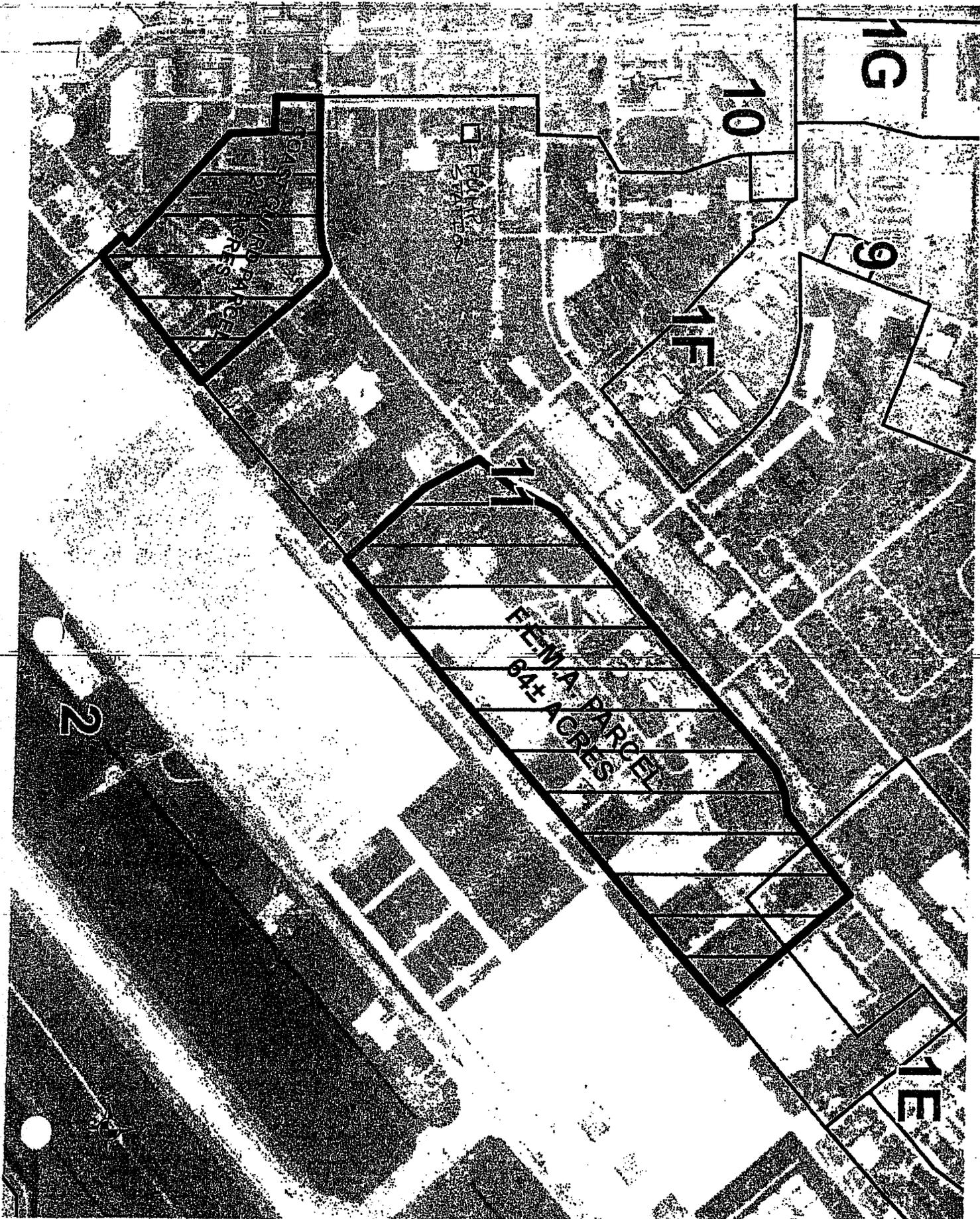
2006 - 2007 DEFENSE INFRASTRUCTURE GRANT PROGRAM: BUDGET AND FINANCIAL REPORT FORM

GRANTEE _____ DATE _____ QUARTER ENDING _____

| Budget Category | EFI Program Expenditures | | |
|----------------------------------|--------------------------|---------------------------------|--|
| | Application Budget | Current Quarter Requested Funds | Total to Date (including current requests) |
| Upgrade of HARB Pump Station 545 | \$520,000.00 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL ALL CATEGORIES | \$ 520,000.00 | \$ | \$ |

| Projected EFI Program Expenditures (Change from projected to actual as progress is made) | | | |
|---|---------------------------------|---------------------------------|---------------------------------|
| 1 st Qtr (Projected) | 2 nd Qtr (Projected) | 3 rd Qtr (Projected) | 4 th Qtr (Projected) |
| \$ 120,000 | \$ 200,000 | \$ 200,000 | \$ |

2



**Attachment B
Schedule of Activities (SOA)**

Reporting Period: First Quarter (Dec. '06, Jan. & Feb. '07)
 Contract No.: DIG 07-08
 Grantee: Miami-Dade County
 Department: Miami-Dade Water and Sewer Department
 Project Description: Upgrade of Homestead Air Reserve Base (HARB) Pump Station 545 (Revised P.S. #1132)
 Military Installation: Homestead Air Reserve Base
 Report Date: March 6, 2007

| Action | Projected Budgeted Funds Required | Projected Start Date | Projected Finish Date | Projected Billing Date | Full or Partial Billing | Cumulative Funds Expended | Funds Expended This Period | Actual Start Date | Actual Finish Date | Status |
|---|-----------------------------------|----------------------|-----------------------|------------------------|-------------------------|---------------------------|----------------------------|-------------------|--------------------|--------|
| Engineering Study / Survey/Preparations | \$30,000.00 | Mar-07 | Jul-07 | | | | | | | |
| Design (7/07 - 9/07) | \$50,000.00 | Jul-07 | Sep-07 | | | | | | | |
| Permit / Specifications | \$30,000.00 | Oct-07 | Dec-07 | | | | | | | |
| Procurement | \$20,000.00 | Jan-08 | May-08 | | | | | | | |
| Construction (210 Days) | \$520,000.00 | Jun-08 | Dec-08 | | | | | | | |
| Total Project Cost | \$650,000.00 | | | | | | | | | |

Grant Limit - \$520,000
 * Not yet projected



General Services Administration
 Risk Management Division
 Property and Casualty Unit
 111 NW 1st Street • Suite 2340
 Miami, Florida 33128-1987
 T 305-375-4282 F 305-375-1477

Attachment C

miamidade.gov

- ADA Coordination
- Agenda Coordination
- Art in Public Places
- Audit and Management Services
- Aviation
- Building Code Compliance
- Building
- Business Development
- Capital Improvements
- Citizen's Independent Transportation Trust
- Communications
- Community Action Agency
- Community & Economic Development
- Community Relations
- Consumer Services
- Corrections & Rehabilitation
- Countywide Healthcare Planning
- Cultural Affairs
- Elections
- Emergency Management
- Employee Relations
- Enterprise Technology Services
- Environmental Resources Management
- Fair Employment Practices
- Finance
- Fire Rescue
- General Services Administration
- Historic Preservation
- Homeless Trust
- Housing Agency
- Housing Finance Authority
- Human Services
- Independent Review Panel
- International Trade Consortium
- Juvenile Assessment Center
- Medical Examiner
- Metropolitan Planning Organization
- Park and Recreation
- Planning and Zoning
- Police
- Procurement Management
- Property Appraiser
- Public Library System
- Public Works
- Safe Neighborhood Parks
- Seaport
- Solid Waste Management
- Strategic Business Management
- Team Metro
- Transit
- Urban Revitalization Task Force
- Vizcaya Museum and Gardens
- Water and Sewer

March 7, 2007

Enterprise Florida, Inc.
 Attention: Juliana Pena
 390 North Orange Avenue, Suite 1300
 Orlando, Florida 32801

**RE: Florida Defense Infrastructure Grant Agreement #DIG-07-08
 Upgrade of Homestead Air Reserve Base
 Pump Station 545**

Dear Ms. Pena:

This is to inform you that Miami-Dade County has an on-going self-insurance program for Worker's Compensation, Public Liability and Automobile Liability covering employees and officials of the County.

Since the County does not carry insurance with an insurance company, we cannot provide you with a Certificate of Insurance.

However, in compliance with and subject to the limitations of Florida Statutes, Section 768.28, provisions have been made in this office to process any claims that may arise and the same protection will be afforded as would be provided by a policy of insurance.

Sincerely,

Barbara Dunlop, ARM
 Risk Management Property and Casualty Manager

BD/rg

Delivering Excellence Every Day

From: Juliana Pena [mailto:jpena@eflorida.com]
Sent: Tuesday, October 03, 2006 3:44 PM
To: Juliana Pena
Subject: GOVERNOR BUSH AWARDS DEFENSE INFRASTRUCTURE GRANTS

FOR IMMEDIATE RELEASE
OCTOBER 3, 2006
488-5394

CONTACT: KRISTY CAMPBELL TUESDAY,
(850)

SCOTT OPENSHAW

(850) 487-2568

GOVERNOR BUSH AWARDS DEFENSE INFRASTRUCTURE GRANTS

~\$4,278,500 awarded to select defense-related infrastructure projects statewide~

TALLAHASSEE - Governor Jeb Bush today announced defense grant awards totaling more than \$4.2 million to 13 projects throughout the state to improve defense infrastructure. The Florida Defense Infrastructure Grant Program provides funds annually to communities hosting military installations on a priority project basis, and as budget appropriations permit.

~~"The defense infrastructure grant program allows us to support our defense-related assets and their host communities by investing in important infrastructure improvements,"~~ said Governor Jeb Bush. "Florida has become the clear leader in military-state relations and this program is just one way our state contributes to the preparedness, efficiency, and overall mission of our nation's armed forces."

Established in 1999 by Governor Bush and funded by the Florida Legislature, the Defense Grant Program addresses base infrastructure needs. Without such infrastructure enhancements, the installations would be less effective in carrying out their missions and training. The Defense Grant Program has received steady backing from the Florida Legislature which recognizes of the importance of the defense sector to Florida's economy.

The Defense Infrastructure Grants were awarded based on an independent review conducted by a panel named by the Governor's Office of Tourism, Trade, and Economic Development in cooperation with Enterprise Florida, Inc., and its Florida Defense Alliance. The review panel examined issues such as the ability to increase base efficiencies, dual-use opportunities, economic impact, cost factors, and the extent to which other funds were leveraged.

Florida is home to 21 military installations and three unified commands. Economically significant, defense-related spending in Florida has a total annual impact exceeding \$44 billion and employing more than 714,000. For more information on Florida's \$44 billion defense sector or to receive a copy of the Governor's Record of Accomplishment on Defense from 1999-2006, please contact the Office of Tourism, Trade, and Economic Development at (850) 487-2568.

DEFENSE INFRASTRUCTURE GRANT RECIPIENTS:

Recipient: Bay County - \$275,000
Project: Connect Air Force Research Laboratories to the Bay County-Mexico Beach Water

Main.

- Recipient: City of Jacksonville - \$175,000
Project: Wastewater Reuse Design in 2006.
- Recipient: City of Key West - \$150,000
Project: Fleming Key Buoys for ESQD Arcs.
- Recipient: City of Key West - \$100,000
Project: Truman Waterfront Master Planning.
- Recipient: City of Tampa - \$460,000
Project: Land Acquisition.
- Recipient: Clay County - \$500,000
Project: Training Center.
- Recipient: Highlands County - \$210,000
Project: Conduct a Joint Land Use Study for Avon Park Air Force Range.
- Recipient: Miami-Dade County - \$520,000
Project: Upgrade of Homestead Air Force Reserve Base Pump Station 545.
- Recipient: Okaloosa County EDC - \$350,000
Project: Joint Gulf Range Buffering.
- Recipient: Orange City R&D Authority & NCS - \$378,500
Project: FEDSU - Federal, State, University, Network.
- Recipient: Pensacola COC - \$500,000
Project: Area "A" Density Reduction.
- Recipient: Santa Rosa County - \$500,000
Project: Land Use Acquisition.
- ~~Recipient: Space Coast EDC - \$160,000~~
Project: Study and Assessment of Naval Ordnance Test Unit Facilities to Implement Enhanced Use Lease.