


# Memorandum



Date: March 6, 2012

To: Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

From: Carlos A. Gimenez  
Mayor 

Subject: Resolution Ratifying the Mayor's Execution of a State of Florida Grant Agreement to Provide up to \$95,050 to Miami-Dade County from the Florida Fish and Wildlife Conservation Commission for Derelict Vessel Removal Pursuant to Resolution No. R-1170-06

Agenda Item No. 8(I)(4)

**Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution ratifying the Mayor's execution of State of Florida Grant Agreement No. 11150 with the Florida Fish and Wildlife Conservation Commission (FWC) Florida Boating Improvement Program to provide up to \$95,050 to Miami-Dade County for derelict vessel removal funding pursuant to Resolution No. R-1170-06.

**Scope**

Under this agreement, derelict vessel removal will occur in Commission Districts 3, 4, 5 and 9.

**Fiscal Impact/Funding Source**

State of Florida Grant Agreement No. 11150 will provide up to \$95,050 to Miami-Dade County for derelict vessel removal activities for fiscal year 2011-2012. The amount is based on the number and size of derelict vessels identified for removal by FWC and Miami-Dade County.

**Track Record/Monitor**

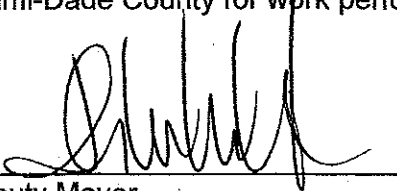
The Coastal Resources Section Manager within the Department of Permitting, Environment and Regulatory Affairs (PERA) will be responsible for implementing these activities.

**Background**

State of Florida Grant Agreement No. 11150 (Exhibit 1) will provide funding for the removal and disposal of derelict vessels abandoned in Biscayne Bay and its tidal tributaries.

Derelict vessels cause pollution and hazards to navigation, threaten water quality and wildlife, represent a risk to human health and safety and preclude lawful use of public waters by responsible boaters, fishermen and others enjoying Biscayne Bay. This is the fourth year that Miami-Dade County has received grant funding from FWC's Florida Boating Improvement Program for the removal and disposal of derelict vessels.

Resolution No. R-1170-06 (Exhibit 2), adopted October 10, 2006, authorizes the execution of grants and agreements without prior Board approval when certain criteria are met. The attached grant agreement met the criteria for execution, was executed December 12, 2011, and is hereby submitted to the Board for ratification. Under this agreement, the State of Florida will reimburse Miami-Dade County for work performed between December 12, 2011 and March 31, 2013.

  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** March 6, 2012

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

**SUBJECT:** Agenda Item No. 8(I)(4)

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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_) 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(I)(4)  
3-6-12

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RATIFYING THE MAYOR'S EXECUTION OF A STATE OF FLORIDA GRANT AGREEMENT TO PROVIDE UP TO \$95,050 TO MIAMI-DADE COUNTY FROM THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FOR DERELICT VESSEL REMOVAL PURSUANT TO RESOLUTION NO. R-1170-06; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ANY NECESSARY AMENDMENTS TO THE AGREEMENT

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

**WHEREAS**, State of Florida Grant Agreement No. 11150 with the Fish and Wildlife Conservation Commission's Florida Boating Improvement Program will provide up to \$95,050 to Miami-Dade County for the removal and disposal of derelict vessels abandoned in Biscayne Bay and its tidal tributaries; and

**WHEREAS**, Resolution No. R-1170-06, adopted on October 10, 2006, authorizes the Mayor to apply for, accept and execute grants on the County's behalf without prior County Commission approval when certain criteria are met, subject to periodically submitting such grant agreements to this Board for ratification; and

**WHEREAS**, State of Florida Grant Agreement No. 11150 met the terms set forth in Resolution No. R-1170-06 and is hereby submitted to the Board for ratification,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board ratifies the State of Florida Grant Agreement No. 11150 to provide up to \$95,050 to Miami-Dade County for the removal and disposal of derelict vessels abandoned in Biscayne Bay and its tidal tributaries; authorizes the Mayor or Mayor's designee to expend these or any additional funds; and authorizes the Mayor or Mayor's designee to file and execute any necessary amendments to Grant Agreement No. 11150.

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 6<sup>th</sup> day of March, 2012. 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.



Abbie Schwaderer-Raurell



**FLORIDA BOATING IMPROVEMENT PROGRAM  
GRANT AGREEMENT**

THIS AGREEMENT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "COMMISSION," and the MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS whose address is 701 NW 1<sup>st</sup> Court, 6<sup>th</sup> Floor West, Miami, Florida 33136-3912, hereafter "GRANTEE" to conduct a derelict vessel removal project, hereafter "Project," using funds from the Florida Boating Improvement Program, hereafter "Program."

NOW THEREFORE, the COMMISSION and the GRANTEE, for the considerations hereafter set forth, agree as follows:

**SCOPE OF WORK**

1. The GRANTEE shall implement and complete the project as described in Attachment A, *Scope of Work*, attached hereto and made a part hereof, and in *Florida Boating Improvement Program (FBIP) Grant Application No. 11-003*, incorporated herein by reference. All project activities must be completed during the time span provided herein for that portion of the Agreement.
2. The GRANTEE shall comply with all applicable federal, state, and local rules and regulations in providing services to the COMMISSION under this Agreement. The GRANTEE acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The GRANTEE further agrees to include this provision in all subcontracts issued as a result of this Agreement.
3. Authorized disposal sites for derelict vessels shall be limited to permitted artificial reef sites, permitted landfill locations, and permitted recycled materials centers. Exceptions to this requirement must be approved in writing by the COMMISSION's Program Administrator.
4. Any pollutant found to be contained within any derelict vessel designated for removal must be removed and properly disposed of in accordance with applicable laws by the GRANTEE prior to the removal of the derelict vessel.
5. The GRANTEE shall commence work on the Project within 90 days of execution of the Agreement. Failure by the GRANTEE to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the COMMISSION.
6. The GRANTEE shall be required to procure goods and services through the competitive solicitation process defined by Chapter 287, Florida Statutes. The GRANTEE shall forward one copy of any solicitation to the COMMISSION's Program Administrator for review prior to soliciting for quotations or commencing any work. The COMMISSION's Program Administrator shall have 30 working days for review. This review shall ensure that minimum guidelines for the Project's scope of work are adhered to. The GRANTEE shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the COMMISSION's Program Administrator.
7. The GRANTEE, at its expense, shall acknowledge the COMMISSION and the Program as a funding source for the Project as described in Attachment A, *Scope of Work*. Any other form of acknowledgement must be approved by the COMMISSION's Program Administrator. Such acknowledgement shall be maintained for the duration of the Agreement. Failure by the GRANTEE to maintain such acknowledgement shall be considered a breach of the Agreement.

**REPORTING REQUIREMENTS**

8. The GRANTEE shall submit to the COMMISSION, on a monthly basis, project progress reports outlining the progress of the Project, identifying any problems that may have arisen, and actions

taken to correct such problems. Such reports shall be submitted on the Project Progress Report Form attached hereto and made a part hereof as Attachment B. Reports are due to the COMMISSION's Program Administrator by the 15<sup>th</sup> of each month until the *Certification of Completion* is submitted.

9. Upon completion of the tasks described in Attachment A, *Scope of Work*, the Project Manager for the GRANTEE shall sign a *Certification of Completion* form, Attachment C, attached hereto and made a part hereof, that certifies the Project was completed in accordance with the *Scope of Work* and the Agreement.

#### PERFORMANCE AND MONITORING

10. The GRANTEE shall perform the services in a proper and satisfactory manner as determined by the COMMISSION.
11. By acceptance of this Agreement, the GRANTEE warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible recipient, and that the GRANTEE shall comport with Chapter 287, F.S., and all other applicable rules and laws.
12. The GRANTEE shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the COMMISSION upon request.
13. It is the GRANTEE's responsibility to contract, manage and inspect all aspects of the Project, including the construction contract, materials purchase, engineering, master plan or force account labor performed at any Project site.
14. For the entire term of the Agreement, the GRANTEE shall provide and be responsible for any and all costs associated with ordinary and routine operations and maintenance of the Project, including any and all personnel, equipment, service or supplies costs beyond the costs approved herein for reimbursement.
15. The GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be fully responsible for the payment of all monies due under any subcontract. It is understood and agreed by the GRANTEE that the COMMISSION shall not be liable to any sub-grantee (or subcontractor) for any expenses or liabilities incurred under the subcontract and that **the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.**

#### TERM OF AGREEMENT

16. This Agreement shall begin upon execution by both parties and end **March 31, 2013**, inclusive. The GRANTEE shall not be eligible for reimbursement for services rendered after the termination date of the Agreement.
17. The GRANTEE shall execute this Agreement within 90 days of formal COMMISSION approval. Failure to execute this Agreement shall render the award of funds null and void, and shall result in termination of this Agreement.

#### COMPENSATION

18. For satisfactory completion of the tasks described in Attachment A, *Scope of Work*, by the GRANTEE under the terms of this Agreement, the COMMISSION shall pay the GRANTEE on a cost reimbursement basis in an amount not to exceed \$95,050. Total compensation includes \$242.81 in pre-award costs.

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19. The GRANTEE shall be entitled to the salvage value of any grant-designated derelict vessel or any part(s) or accessories thereof, excluding the hull, not used in the construction of a permitted artificial reef site. All such salvage activities not essential to the physical removal of a derelict vessel shall be accomplished after the vessel has been removed from public waters. The salvage value of each vessel shall be deducted by the GRANTEE when determining the reimbursement request for the removal and disposal costs for each derelict vessel.
20. The GRANTEE agrees to provide 3.09% of the total cost of the Project as indicated in *FBIP Grant Application No. 11-003*, incorporated herein by reference. The total compensation by the COMMISSION shall not exceed 96.91% of the total cost.

#### PAYMENTS

21. The COMMISSION shall pay the GRANTEE for satisfactory performance upon submission of invoices, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the COMMISSION's Program Administrator. Each invoice shall include the FWC Contract Number and the GRANTEE's Federal Employer Identification (FEID) Number and should be in a format similar to Attachment D, *Sample Invoice Form*. An original and three (3) copies of the invoice shall be submitted. The COMMISSION shall not provide advance payment. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall be submitted quarterly on the following schedule:

First invoice due six months from the date of execution,  
Second invoice due nine months from the date of execution,  
Third invoice due twelve months from the date of execution,  
Final invoice must be submitted within 30 days after completion of the tasks described in Attachment A, *Scope of Work*, but no more than 30 days after the termination date of this Agreement.

22. Payment will be made only for documented and verified costs. **The COMMISSION will not pre-approve or disburse any Program funds in advance. Failure to complete the Project and make final payment request to the COMMISSION within the stipulated period shall result in termination of this Agreement. Any funds not disbursed or expended by the end of the stipulated period are subject to the provisions of Chapter 216.301, Florida Statutes.**
23. No travel expenses are authorized under the terms of this Agreement.
24. The GRANTEE shall be reimbursed on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook, Chapter 4., C., I., attached hereto and made a part hereof as Attachment E.
25. The COMMISSION shall have 45 working days to inspect and approve goods and services.
26. Any Project deficiencies, as noted in the final Project inspection, shall be corrected by the GRANTEE prior to final Project acceptance and payment by the COMMISSION. The COMMISSION may restrict any or all payment of Program funds pending correction of such deficiencies.
27. For contracts whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.



28. Invoices, including backup documentation, shall be submitted to:

Florida Fish and Wildlife Conservation Commission  
Division of Law Enforcement  
Boating and Waterways Section  
Florida Boating Improvement Program  
620 South Meridian Street  
Tallahassee, FL 32399-1600

TERMINATION

29. This Agreement shall terminate immediately upon the COMMISSION giving written notice to the GRANTEE in the event of fraud, willful misconduct, or breach of this Agreement. The COMMISSION may terminate this Agreement at any time with or without cause by a written notice by certified mail, return receipt requested, from the COMMISSION to the GRANTEE. Upon receipt of such notice, the GRANTEE shall, unless the notice directs otherwise, immediately discontinue all grant activities authorized hereunder. Upon termination of this Agreement, the GRANTEE shall promptly render to the COMMISSION all property belonging to the COMMISSION. For the purposes of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION.
30. Either party may terminate this Agreement by giving written notice to the other party, at least 30 days prior to the termination date, by certified mail, return receipt requested. The COMMISSION reserves the right to restrict any or all payment of Program funds if the Agreement is terminated at the convenience of the GRANTEE.

TAXES

31. The GRANTEE recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

NOTICES

32. Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

GRANTEE

Miami-Dade County-DERM  
701 NW 1<sup>st</sup> Court, 6<sup>th</sup> Floor West  
Miami, FL 33136-3912  
Phone: (305) 375-6581  
Fax: (305) 372-6479  
Email: ricisj@miamidade.gov  
Attn: John Ricisak, Project Manager

COMMISSION

Fish and Wildlife Conservation Commission  
Division of Law Enforcement  
Boating and Waterways Section  
620 South Meridian Street  
Tallahassee, FL 32399-1600  
Phone: (850) 488-5600  
Fax: (850) 488-9284  
Email: fbip@MyFWC.com  
Attn: Tim Woody, Program Administrator

AMENDMENT OR MODIFICATION

33. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein

contained shall be valid unless in writing and lawfully executed by the parties. The COMMISSION may at any time, by written order designated to be a Modification, make any change in the work within the general scope of this Agreement (e.g., specifications, schedules, method or manner of performance, requirements, etc.). However, all Modifications are subject to the mutual agreement of both parties as evidenced in writing. Any Modification that causes an increase or decrease in the GRANTEE's cost or the term of the Agreement shall require a formal amendment.

#### RELATIONSHIP OF THE PARTIES

34. The GRANTEE shall perform as an independent party and not as an agent, representative, or employee of the COMMISSION. The GRANTEE covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. The parties agree that there is no conflict of interest or any other prohibited relationship between the GRANTEE and the COMMISSION.

#### INSURANCE REQUIREMENTS

35. To the extent required by law, the GRANTEE will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the GRANTEE shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the COMMISSION, for the protection of his employees not otherwise protected.
36. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.
37. The GRANTEE warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the GRANTEE's officers, employees, servants and agents while acting within the scope of their employment with the GRANTEE.

#### PUBLIC RECORDS

38. All records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes. This Agreement may be unilaterally canceled by the COMMISSION for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE in conjunction with this Agreement.

#### RECORD KEEPING REQUIREMENTS

39. The GRANTEE shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles. The GRANTEE shall allow the COMMISSION, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and

any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this Agreement. In the event any work is subcontracted, the GRANTEE shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

#### LIABILITY

40. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

#### NON-DISCRIMINATION

41. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

#### PROHIBITION OF DISCRIMINATORY VENDORS

42. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

#### NON-ASSIGNMENT

43. This Agreement is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the COMMISSION.

#### PROHIBITION OF CONTINGENT FEES

44. The GRANTEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the GRANTEE, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

#### SEVERABILITY AND CHOICE OF VENUE

45. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

#### NO THIRD PARTY RIGHTS

46. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

JURY TRIAL WAIVER

47. As consideration of this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

FEDERAL/FLORIDA SINGLE AUDIT ACTS REQUIREMENTS

48. In accordance with section 215.97, Florida Statutes, the Florida Single Audit Act requires all non-State organizations that are recipients of State financial assistance to comply with the audit requirements of the Act. In addition, recipients and subrecipients of federal financial assistance must comply with the Federal Single Audit Act requirements of OMB Circular A-133. Therefore, the GRANTEE shall be required to comply with the audit requirements outlined in Attachment F, titled *Requirements of the Federal and Florida Single Audit Acts*, attached hereto and made a part of the Agreement, as applicable.
49. In accordance with section 216.347, Florida Statutes, the GRANTEE is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

PROHIBITION OF UNAUTHORIZED ALIENS

50. In accordance with Executive Order 96-236, the COMMISSION shall consider the employment by the GRANTEE of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the GRANTEE knowingly employs unauthorized aliens.

EMPLOYMENT ELIGIBILITY VERIFICATION

51. The GRANTEE shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of all new employees hired by the GRANTEE during the term of this Agreement.
52. The GRANTEE shall include in any subcontracts for the performance of work or provision of services pursuant to this Agreement the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
53. The GRANTEE further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COMMISSION or other authorized state entity consistent with the terms of the GRANTEE's enrollment in the program. This includes maintaining a copy of proof of the GRANTEE's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
54. Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the COMMISSION may treat a failure to comply as a material breach of the Agreement.

PROPERTY/EQUIPMENT

55. The GRANTEE is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

ENTIRE AGREEMENT

56. This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

[Signature]  
Chairman, or designee\*

[Signature]  
Executive Director, or designee

December 7, 2011  
Date

12/12/11  
Date

Carlos A. Gimenez  
Name (Print)

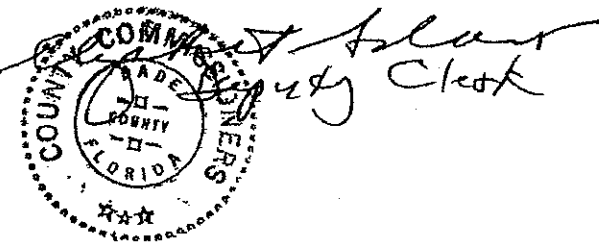
Michael Wini  
Name (Print)

Miami-Dade County  
Grantee Name

210 (PERA)  
701 N.W. 1st Court, 6th Floor  
Address

MIAMI, FL 33136-3912  
City, State, and Zip Code

59-6000573  
Federal Employer Identification Number (FEID)



Approved to form and legality:

Approved as to form and legality:

[Signature]  
Grantee Attorney

[Signature]  
Commission Attorney

List of attachments/exhibits included as part of this Agreement:

- Attachment A: Scope of Work
- Attachment A-1: Derelict Vessel Reports
- Attachment B: Project Progress Report Form
- Attachment C: Certification of Completion Form
- Attachment D: Sample Invoice Form
- Attachment E: Comptroller Cost Reimbursement Requirements
- Attachment F: Federal/Florida Single Audit Act Requirements
- Exhibit 1: Funds awarded pursuant to agreement

\*If someone other than the Chairman signs the Agreement, a resolution, statement or other document authorizing the person to sign the Agreement on behalf of the local governing body must accompany the Agreement.

EXHIBIT 2

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(10)  
10-10-06

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

RESOLUTION NO. R-1170-06

RESOLUTION AMENDING RESOLUTION NO. 730-06  
DELEGATING AUTHORITY TO COUNTY MANAGER TO  
APPLY FOR AND ACCEPT CERTAIN GRANTS AND  
EXECUTE AGREEMENTS THEREFOR WITHOUT PRIOR  
COUNTY COMMISSION APPROVAL

WHEREAS, the Board passed Resolution No. 730-06 granting authority to the County Manager to apply for, accept and execute grants on the County's behalf without County Commission approval when certain criteria were met; and

WHEREAS, one of the criteria is that the funds provided under the grant be less than \$2,000.00; and

WHEREAS, most of the grants applied for by the County do not meet this criteria; and

WHEREAS, the monetary criteria should be increased to allow for more grants to fall under the County Manager's purview to expedite the grant application process,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the County Manager is hereby delegated authority to apply for, accept and execute grants on the County's behalf without prior County Commission approval provided that: 1) the amount of funds provided under the grant is less than \$100,000.00; 2) the grant is for a single department; 3) the grant does not require the provision of a new funds to match the grant funds; 4) the terms of the grant will not hinder another department or the County from seeking other funds; and 5) the granting agency does not require County Commission approval. The County Manager shall periodically submit grant agreements executed under the authority of this resolution to this Board for ratification.

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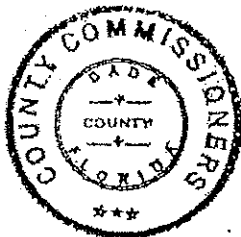
The foregoing resolution was sponsored by Commissioner Sally A. Heyman and offered by Commissioner Sally A. Heyman, who moved its adoption. The motion was seconded by Commissioner Dorrin D. Rolle and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	absent		
Dennis C. Moss, Vice-Chairman	aye		
Bruno A. Barreiro	aye	Jose "Pepe" Diaz	aye
Audrey M. Edmonson	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		


The Chairperson thereupon declared the resolution duly passed and adopted this 10<sup>th</sup> day of October, 2006. 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: KAY SULLIVAN  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. 

Monica Maldonado

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