Memorandum

MIAMI-DADE COUNTY

Date: February 4, 2014

Agenda Item No. 3(B)(1)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Ratifying the Mayor's Execution of Interlocal Agreement #ICW-DA-13-02 with the Florida Inland Navigation District for Monitoring Associated with Maintenance Dredging in the Vicinity of Baker's Haulover Inlet and the Intracoastal Waterway

---

Recommendation

It is recommended that the Board approve the attached resolution ratifying the execution of Interlocal Agreement #ICW-DA-13-02 with the Florida Inland Navigation District (FIND). This Agreement will provide the County with $53,935.00 for monitoring activities associated with maintenance dredging in the vicinity of Bakers Haulover Inlet and the Intracoastal Waterway.

Scope

The proposed work will be performed in Commission District 4 (Commissioner Heyman).

Fiscal Impact/Funding Source

This Agreement provides Miami-Dade County with up to $53,935.00 on a reimbursement basis for tasks performed over a three (3) year period as specified in the Agreement. No matching funds are required by the County. No additional impacts are anticipated due to receipt of these funds on current or future annual County budgets.

Track Record / Monitor

The Restoration and Enhancement Section Chief, Stephen Blair, within the Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM), will monitor the activities performed with these funds.

Background

The US Army Corps of Engineers will be conducting maintenance dredging of the Intracoastal Waterway in the vicinity of Bakers Haulover Inlet in March 2014. The dredged sand will be used to renourish a 1,000 foot segment of beach in the Town of Bal Harbour, with placement starting approximately 1,000 feet south of the Haulover Inlet.

The Florida Inland Navigation District (FIND) is the state taxing district responsible for maintaining the Atlantic Intracoastal Waterway. Under the subject agreement (Attachment A), FIND will provide up to $53,935.00 for DERM to conduct the required environmental monitoring assessments that include seagrass and benthic surveys, sea turtle monitoring, and beach compaction monitoring.

Resolution No. R-1170-06 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 fully executed on October 24, 2013, and is hereby submitted to the Board for ratification.

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: February 4, 2014

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

SUBJECT: Agenda Item No. 3(B)(1)

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 Mayor'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. 3(B)(1)
2-4-14

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY MAYOR'S ACTION OF EXECUTING INTERLOCAL AGREEMENT NUMBER ICW-DA-13-02 WITH THE FLORIDA INLAND NAVIGATION DISTRICT FOR MONITORING ACTIVITIES ASSOCIATED WITH MAINTENANCE DREDGING IN THE VICINITY OF BAKER'S HAULOVER INLET AND THE INTRACOASTAL WATERWAY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE 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; and

WHEREAS, the US Army Corps of Engineers will be conducting maintenance dredging of the Intracoastal Waterway in the vicinity of Baker's Haulover Inlet in or around March 2014 and the dredged sand will be used to renourish a 1,000 foot segment of beach in the Town of Bal Harbour, Miami-Dade County; and

WHEREAS, the Florida Inland Navigation District (FIND) is the state taxing district responsible for maintaining the Atlantic Intracoastal Waterway and the attached FIND Interlocal Agreement No. ICW-DA-13-02 will provide up to $53,935 to Miami-Dade County to conduct the required environmental monitoring assessments that include seagrass and benthic surveys, sea turtle monitoring, and beach compaction monitoring; and

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

WHEREAS, the FIND Interlocal Agreement No. ICW-DA-13-02 met the terms set forth in Resolution No. R-1170-06, was signed by the County Mayor on September 30, 2013 then fully executed on October 24, 2013, and is hereby submitted to this Board for ratification,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the County Mayor's action of executing FIND Interlocal Agreement No. ICW-DA-13-02 with the Florida Inland Navigation District for monitoring activities associated with maintenance dredging in the vicinity of Baker's Haulover Inlet and the Intracoastal Waterway, in substantially the form attached hereto and made part hereof; authorizes the County Mayor or County Mayor's designee to expend these or any additional funds; authorizes the County Mayor or County Mayor's designee to execute amendments to this agreement for time extension and to accept additional funds that may become available for this agreement; authorizes the County Mayor or County Mayor's designee to file and execute any other necessary amendments to this agreement; and authorizes the County Mayor or County Mayor's 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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of February, 2014. 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

ATTACHMENT A

INTERLOCAL AGREEMENT BY AND BETWEEN

MIAMI-DADE COUNTY

AND THE

FLORIDA INLAND NAVIGATION DISTRICT

PROJECT # ICW-DA-13-02

This PROJECT AGREEMENT made and entered into this 24th day of October, 2013 by and between the Florida Inland Navigation District, an independent special taxing District of the State of Florida (hereinafter the "District"), and Miami-Dade County, a political sub-division of the State of Florida, through it's Department of Regulatory and Economic Resources (hereinafter the "County").

WITNESSETH

WHEREAS, the District has requested that the County provide certain professional services needed for the Maintenance Dredging Project of the Intracoastal Waterway in the Vicinity of Baker's Haulover Inlet in Miami-Dade County (hereinafter the "Project"); and

WHEREAS, the County is willing to provide such services to the District because of the benefit to the County and their Atlantic Ocean beaches, subject to the terms and provisions of this Interlocal Agreement; and

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to clarify the parties' roles and obligations regarding the funding being provided with respect to the Project.

Section 2. Responsibilities.

a. Responsibilities of the District. The District agrees to provide funding in the amount of Fifty-Three Thousand, Nine Hundred Thirty-Five Dollars ($53,935.00) for completion of the Project (the "Project Amount") as shown in Exhibit A. Any modifications to the Project shall require advance notice to, and the prior written approval of, the District. Payment of funds by the District to the Project Sponsor will be on a reimbursement basis only, and only for those authorized project costs shown on the attached Exhibit A and meeting the requirement that such costs are necessary and reasonable for the effective and efficient accomplishment of the Project and are directly allocable thereto.

b. Responsibilities of the County. The County agrees to provide the services in accordance with Exhibit A. County shall complete, or cause to be completed, the Project and submit all required information in accordance with the schedule in Exhibit A. The District, by prior written approval, may extend funding under this Interlocal Agreement with such extension of the Project period being at the sole discretion of the District. Any request for the extension of the Project period shall require submittal by the County of a request for extension to the District. This request will then be considered by the District Board, whose decision shall be final.

c. Reimbursement Procedures. Project Costs shall be reported to the District and summarized on the Payment Reimbursement Request Form attached as Exhibit B, along with supporting documentation including bills and canceled payment vouchers for expenditures. Upon completion of the Project, the County shall submit to the District a request for final reimbursement of the District's funding. This final payment shall be paid upon full completion of the Project to the reasonable satisfaction of the District.

d. Noncompliance. The District shall have the right to reimbursement, either in whole or part as it may determine, of the funds provided hereunder for noncompliance by the County with any of the terms of this Agreement. Upon notification from the District, the County shall reimburse such funds directly to the District. The provisions of Section 2.d. shall survive completion of the Project.

Section 3. Effective Date and Term. This Agreement shall take effect upon execution and shall terminate upon the date set forth in Exhibit A for the completion of the Project, unless such time has been extended by the District.

Section 4. Compliance with Codes and Laws. Each party agrees to abide by all applicable laws, orders, rules, and regulations, with County being responsible for obtaining and abiding by all federal, state and local permits necessary for the development and completion of the Project.

Section 5. Access and Audits. The County shall maintain adequate records to justify all charges, expenses, and costs incurred in paying for the Project for at least three (3) years after completion of the Project. The District shall have access to all books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours.

Section 6. Independent Contractor. The parties agree that the County is an independent contractor and not an agent or servant of the District. No person employed by any party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

Section 7. Liability. The parties to this Agreement shall not be deemed to assume any liability for the negligence or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Florida Statutes.

Section 8. Breach and Opportunity to Cure. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights.

Section 9. Litigation Costs/Venue. In the event that the District or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. The venue of any such litigation shall be had only in Miami-Dade County, Florida.

Section 10. Notice. Any notices required to be given under this Agreement shall be in writing and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the District:
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498
Attn.: Executive Director

As to County at:
Restoration and Enhancement Section
Division Environmental Resources Management
Miami-Dade County
701 NW 1st Court
Miami, FL 33136
Attn: Chief

Section 11. Modification and Amendment. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 12. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or mow or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 13. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.

Section 14. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 15. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this agreement and the same shall remain in full force and effect.

Section 16. Rights and Duties/Assignment. Rights and duties arising under this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective successors and permitted assigns and shall, unless the context clearly requires otherwise, survive the completion of the Project. The County may not assign this Agreement or any interest hereunder without the express prior written consent of the District.

Section 17. Entirety of Agreement. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

DATE: 10/24/13

WITNESSES:

M. Paul Wright, DERM

Diane Arnold
MAYOR'S OFFICE

COUNTY

By: _____

Title: COUNTY MAYOR

DATE: SEPT. 30, 2013

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

EXHIBIT A

SCOPE OF WORK
MONITOIRNG ACTIVITIES ASSOCIATED WITH THE MIAMI-DADE COUNTY
2013 MAINTENANCE DREDGING IN THE VICINITY OF BAKERS HAULOVER INLET
AND IWW IN THE VICINTY OF BAKERS HAULOVER INLET

1. Project Description

Routine maintenance dredging will be performed within the Intracoastal Waterway, Vicinity of Bakers Haulover Inlet every two years on average. The proposed limits of dredging within the IWW are from Sta. 23+36 to 56+26 inside Cut-DA-9. The estimated volumes to be removed from the IWW, Cut-DA9 is approximately 30,000 cy (every 4-5 years). Dredging will occur to –10 feet mllw (+2 foot over depth) in the IWW Cut-DA9. All dredged material will be placed along Bal Harbour Beach, Depending upon existing shoal volumes, dredging may take from two weeks to two months.

2. Scope

The work elements under this Scope of Work will provide assessments and surveys during specified periods of the projects' pre-construction, construction, and post-construction phases, and include the following items:

a. Two in-water Seagrass and Benthic Community Surveys (pre and post-construction)
b. Three "interim" visual seagrass and benthic community surveys
c. Pre-construction and construction period shorebird monitoring (if activities occur within the Shorebird nesting season of April 1st to September 1st).
d. Seaturtle monitoring (between April 1st and November 1st) within the construction area during project related activities and for a period of 3 years post construction
e. Beach compaction monitoring annually for three years post-project construction
f. Annual beach tilling (when determined necessary based on Beach Compaction results) for a period of three years post-project construction.

Detailed descriptions of the activities are provided below in Section 2.a through 2.f.

2.a Seagrass and Benthic Community Surveys

2.a.1 Preconstruction Surveys
The work covered by these surveys will incorporate:

- the proposed pipeline route,
- the 150-meter mixing zone adjacent to the dredge area, and
- , all vessel operations areas.

Areas that are verified as barren sand (via review of aerial photography and visual surveys) will not be surveyed using benthic resource assessment methodology. Areas identified as "barren sand" in aerial digital photographs will be verified to be barren sand and devoid of seagrass or other significant habitat by a qualified biologist with experience in benthic and seagrass habitat assessment, prior to exclusion of an region from the survey area. The verification process will involve spatially explicit visual inspections (i.e., 'spot checks') and 'diver-tow' linear surveys by a biologist.

Seagrass or other benthic resources identified in the pipeline corridor will be delineated using GPS (± 3m), and assessed using the Braun-Blanquet Cover-Abundance method and to provide a quantitative estimate of acreage and density of seagrass and other benthic resources (including

species type) within the corridor. The results of any such assessments will be included with the pre-construction survey map.

The project area is known to support seagrasses and/or other benthic resources. These resources will be quantified based on the aerial photography and in-water visual assessment methodology described below. Seagrass and other benthic resources identified in the mixing zone, will be delineated using GPS and edges of seagrass beds or other significant habitat may be marked by temporary floating buoys at spacing sufficient to denote areas to be avoided by the dredging operator. Within the delineated seagrass beds random stations will be established for assessment of seagrass and benthic composition and density. This is consistent with the NOAA National Marine Fisheries "Recommendations for Sampling *Halophila johnsonii* at a Project Site" guidance document and is consistent with the survey methodology used by DERM during the prior seagrass surveys for dredging operations on this segment of the ICW in 2010. A Braun-Blanquet Cover-Abundance method will be utilized to provide a quantitative estimate of acreage and density of seagrass and other benthic resources within the mixing zone.

2.a.2 Post-Construction Surveys

Within 21 days of construction completion, a post-construction seagrass and hardbottom benthic community surveys shall be conducted at the same random sampling locations (based on previously recorded GPS site coordinates) as were used for the pre-construction survey. Areas previously identified as barren sand in the pre-construction survey will not to be re-surveyed. Additionally, when provided the coordinates (Fl State Plane [NAD 1983] or Latitude/Longitude), divers shall visit all anchor locations that were positioned within the perimeter of a seagrass bed or significant hardbottom area, and quantitatively assess the area and magnitude of impact.

2.b. Interim Visual Surveys.

Interim shallow draft vessel -based visual inspections, or in water snorkeling inspections if visibility is poor, of the boundaries of the dredging areas and pipeline corridors will be rapidly assessed during construction. The inspections will occur 1) within 24 hours prior to commencement of dredging, 2) once approximately halfway through completion of the dredging, as designated and communicated by the contractor and 3) once immediately following completion of the dredging, but prior to demobilizing. If the Permittee, or local sponsor, notes any unusual or unanticipated areas of impact during or after dredging, such as deposition, denuding, or other kinds of impacts, outside of the authorized channel and its 3:1 sideslopes that were likely caused by construction activities, then in-water diver surveys shall be conducted to more accurately assess the damage. The Department acknowledges that Corps' procedures prohibit personnel from being in the water while the dredge is operating, so these surveys shall occur at times when the dredge is not operating.

2.c Shorebird Monitoring

1. Shorebird Monitor shall review and become familiar with the general information and data collection protocols outlined on the FWC's Beach-Nesting Bird Website (http://myfwc.com/shorebirds/) and will utilize the downloadable field data sheets, as available on the website.

    a. If project activities occur during nesting season, the surveys will begin on April 1 or 10 days prior to project commencement (including surveying activities and other pre-construction presence on the beach), whichever is later, and be conducted daily throughout the construction period by the Permittee. The shorebird monitoring will continue weekly through August or through fledgling or loss of identified nests or hatchlings, whichever is later.

b. Nesting season surveys shall be conducted in all potential beach-nesting bird habitats within the project boundaries that may be impacted by construction or pre-construction activities during the nesting season. Portions of the project in which there is no potential for project-related activity during the nesting season may be excluded.

c. Surveys for detecting new nesting activity will be completed on a daily basis prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt nesting behavior or cause harm to the birds or their eggs or young.

d. Surveys shall also document the presence of any piping plovers within or adjacent to the dredge site. Activities must be implemented to avoid disturbing this endangered species.

2. Once breeding is confirmed by the presence of a scrape, eggs, or young, DERM will notify FIND and the Regional Nongame Biologist of the FFWCC at (561) 625-5122 within 24 hours.

   a. All breeding activity will be reported to the Beach-Nesting Bird website within one week of data collection.

   b. Observations of non-breeding shorebirds will be reported to the Shorebird-Seabird Occurrence Database and the Regional Nongame Biologist.

3. Within the project area, the Permittee shall establish a 300 ft-wide buffer zone around any location where shorebirds have been engaged in nesting behavior, including territory defense. Any and all construction activities, including movement of vehicles, shall be prohibited in the buffer zone. The protocols to be followed include:
   a. No construction activities, tilling and scarp removal, movement of vehicles, or stockpiling of equipment shall be allowed within the buffer area.
   b. A relatively even surface, with no deep ruts or furrows, shall be created during tilling. To do this, chain-linked fencing or other material shall be dragged over those areas as necessary after tilling.
   c. The slope between the mean high water line and the mean low water line must be maintained in such a manner as to approximate natural slopes.

2.d Sea Turtle Monitoring

1. Miami-Dade County will conduct Sea Turtle Nesting activity for all nesting activity for the initial nesting season and for a minimum of two (2) additional nesting seasons in the area of fill placement along Bal Harbor Beach, and the immediate 500 ft interval south and north (if any) of the fill area. Monitoring of nesting activity in the three (3) seasons following construction will include daily surveys and any additional measures authorized by the FWC. Reports to be submitted shall include daily report sheets noting all activity, nesting success rates, hatching success of all relocated nests, hatching success of a representative sampling of nests left in place (if any), dates of construction and names of all personnel involved in nest surveys and relocation activities. All survey and authorized work will be conducted under the auspices of a individual duly permitted by the State for such activities. These activities include:
   a. Early morning daily surveys for nesting activity
   b. Species identification and
   c. Marking nest sites
   d. Determination of nesting success
   e. Nest relocation (if required)
   f. Collection and reporting of all data as per State Permit and contractual requirements

2. Visual surveys for escarpments along the beach fill area will be made immediately after

completion of the beach nourishment project and prior to April 1 for the following three years if placed sand still remains on the beach. All scarps will be leveled or the beach profile shall be reconfigured to minimize scarp formation. In addition, weekly surveys of the project area will be conducted during the two nesting seasons following completion of fill placement and the following recorded:

a. The number of escarpments and their location relative to DNR-DEP reference monuments shall be recorded during each weekly survey and reported relative to the length of the beach surveyed (e.g., 50% scarps). Notations on the height of these escarpments shall be included (0 to 2 feet, 2 to 4 feet, and 4 feet or higher) as well as the maximum height of all escarpments.

b. Escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet shall be leveled to the natural beach contour by April 15. Any escarpment removal shall be reported relative to R-monument.

c. If weekly surveys during the marine turtle nesting season document subsequent reformation of escarpments that exceed 18 inches in height for a distance of 100 feet, the FWC shall be contacted immediately to determine the appropriate action to be taken. **Scarp remediation shall only occur upon written notification from the FWC;** the permittee shall level escarpments in accordance with mechanical methods prescribed by the FWC.

2.e Beach Compaction Surveys

Compaction surveys will be conducted once annually for 3 years to coincide with tilling activities. Compaction sampling sites will be located at 500-foot intervals along the project area (R28-R29). Each site will have two stations. One station shall be at the seaward edge of the dune/bulkhead line (when material is placed in this area) and one station shall be midway between the dune line and the high water line (normal wrack line). At each station, the cone penetrometer shall be pushed to a depth of 6, 12, and 18 inches three times (three replicates). Material may be removed from the hole if necessary to ensure accurate readings of successive levels of sediment. The penetrometer may need to be reset between pushes, especially if sediment layering exists. Layers of highly compact material may lay over less compact layers. Replicates shall be located as close to each other as possible, without interacting with the previous hole and/or disturbed sediments. The three replicate compaction values for each depth shall be averaged to produce final values for each depth at each station. Reports shall include all 18 values for each transect line, and the final 6 averaged compaction values. If the average value for any depth exceeds 500 psi for any two or more adjacent stations, then that area shall be tilled prior to March 1. If values exceeding 500 psi are distributed throughout the project area but in no case do those values exist at two adjacent stations at the same depth, then consultation with the FWC shall be required to determine if tilling is required. If a few values exceeding 500 psi are present randomly within the project area, tilling shall not be required.

2.f Beach Tilling

Immediately after completion of the fill placement event and prior to April 1 for three (3) subsequent years if placed sand still remains on the beach, the beach shall be tilled as described below. During the three (3) years following each fill placement event, FIND may measure sand compaction in the area of restoration in accordance with a protocol agreed to by the FWC, the Department, the U.S. Fish & Wildlife Service, and the local sponsor to determine if tilling is necessary. If required, the area shall be tilled to a depth of 36 inches. All tilling activity will be completed prior to May 1, unless nourishment activities are permitted during the given season, in which case tilling shall occur immediately after completion of the fill placement event, and for

three (3) subsequent years, as outlined in this condition. An annual summary of compaction surveys and the actions taken will be submitted to the FIND.

3. **Reports**

a. Within two weeks after completion of the preconstruction surveys, the contractor shall prepare a map delineating the perimeter of all seagrass beds and other significant benthic habitat within the mixing zone at a resolution sufficient to help the contractor avoid anchoring within significant habitat, and for use for supplemental turbidity monitoring.

b. The Interim survey reports shall be submitted within 7 days after completion of each survey. The actual timing of the conduct of the surveys will be depend on progress of the project. The contractor will be coordinate the specific timing of each event with FIND and the dredging contractor.

c. Within 30 days after the post-construction benthic habitat surveys, the contractor shall prepare a draft report (one electronic copy; and if so directed by FIND, one paper copy) that documents all signs of impact to the seagrass beds or other benthic communities since the pre-construction survey (e.g., reduced perimeter, reduced density, and scouring) and during the interim inspections, an approximate quantification of the extent of the impacts, and an evaluation of the likelihood that the listed impacts are attributable to the dredge operations. FIND shall review the draft reports and submit comments to the Contractor within seven calendar days after receipt of the draft report. The final report will be submitted to FIND within seven calendar days after receipt of the FIND's comments on the draft report.

d. Within 30 days of the each annual beach compaction survey, the contractor shall prepare a draft report (one electronic copy; and if so directed by FIND, one paper copy) that documents results of the surveys. FIND shall review the draft reports and submit comments to the Contractor within seven calendar days after receipt of the draft report. The final annual reports will be submitted to FIND within seven calendar days after receipt of the FIND's comments on the draft reports.

e. Reports on all sea turtle nesting activity shall be provided for the initial nesting season and for a minimum of two (2) additional nesting seasons. Monitoring of nesting activity in the three (3) seasons following construction shall include daily surveys and any additional measures authorized by the FWC. Reports submitted shall include daily report sheets noting all activity, nesting success rates, hatching success of all relocated nests, hatching success of a representative sampling of nests left in place (if any), dates of construction and names of all personnel involved in nest surveys and relocation activities. Data will be reported separately for filled areas and non-filled areas

4. **Format**

a. Electronic copies of the draft and final reports shall be delivered in a common word processing document format such as Microsoft Word, Adobe, etc. If hard copies are requested by FIND, documents shall be typed or printed, single spaced, with a letter quality printer (dot-matrix printing will not be accepted) on fully white, offset bookpaper, 12 substance (government weight, 1000 sheets, 25 x 38), or equal. Reports will be printed on one side of each page only. All pages must be consecutively numbered. Page size shall be 8-1/2 by 11 inches, with 1-1/2 inch binder margins. Drawings and plates will not normally have an image larger than 10 by 16 inches with sufficient margin for binding on the left side.

b. The title page must bear an inscription indicating the contract number an the source of the funds used to conduct the study. The original copy of the final report shall be signed by the Project Manager.

c. FIND and any reviewers designated by the FIND will review and comment upon the draft document. The FIND will compile the comments and submit them to the Contractor. Upon receipt of the review comments, the Contractor shall incorporate or resolve all the comments and submit on preliminary copy of the final document. After acceptance of the final document, the original and a specified number of copies of the final document shall be submitted.

5. Deliverables

a. After receiving the Notice to Proceed (NTP), the Contractor shall complete the required "pre-construction" fieldwork within 30 field days, and prior to the initiation of dredging operations.

b. The pre-construction map shall be submitted to FIND within two weeks after the final field survey is complete.

c. The interim survey reports shall be submitted within seven days of completion of the final survey.

d. The post-construction draft report shall be submitted to FIND within thirty days after the post-construction field survey is complete. A final report shall be submitted to FIND within seven days after receiving comments from FIND on the draft report.

e. Within 30 days of each annual beach compaction event a draft report shall be submitted. After FIND submits comments to the draft report, the final report shall be submitted to FIND within seven days.

f. Sea Turtle and Shorebird monitoring reports will be provided to the FFWCC as noted in the Scope and made available to the FIND.

The technical point of contact for the U.S. Army Corps of Engineers (USACE) is Mr. Geoffrey Klug, 904-232-3608. The USACE Project manager. For this project is Shelly Trulock, 904-232-3292 (email: Shelley.F.Trulock@usace.army.mil)

Total Miami-Dade County Payment Schedule
2013 Maintenance Dredging in the Vicinity of Baker's Haulover Inlet

List below are the cost associated with each task identified in Section 2 of this Scope Of Work. The contractor will submit invoices for each task upon completion (e.g., submission of deliverable), however, invoices will not be submitted more frequently than quarterly.

Task		Cost	Total
2.a.1.	Pre-Construction Seagrass & Benthic Survey (DERM)		$23,176
2.a.2.	Post-Construction Seagrass & Benthic Survey (DERM)		$22,376
2.b.	Interim Inspections (3) (875/event)		$2,513
2.c.	*Shorebird Surveys (Park and Recreation)		N/A
2.d.	**Turtle Surveys (60 days (Sept 1st to October 31st)		
2.e.	Beach Compaction Surveys (Year 2 and 3) ($1,256/event)		2,513
2.f.	Beach Tilling (Annually for 3 years) ($1,081/event)		$3,243.
2.g.	**Lighting Surveys (If necessary) ($150/survey)		
		Total:	**$53,935**

* It is anticipated that the construction activity will occur outside of the Shorebird nesting season. Therefore this activity is not budgeted. If required, estimates for this work would be covered through a modification of this agreement or a separate agreement.

** It is anticipated that construction will commence after the end of the sea turtle nesting season. Therefore this item is not itemized at this time. Additional coordination and supplemental information will be necessary if these surveys will need to be conducted by the contractor.

VICINITY MAP

Enclosure 1

EXHIBIT B

FLORIDA INLAND NAVIGATION DISTRICT
INTERLOCAL AGREEMENT
PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: _____ PROJECT NO.: _____

PROJECT SPONSOR: _____ BILLING NO.: _____

Amount of Funding		_____
All Funds Previously Requested	-	_____
Balance Available	=	_____
Funds Requested		_____
Less Retainage (-10% unless final)	-	_____
Check Amount	=	_____
Balance Available		_____
Less Check Amount	-	_____
Balance Remaining	=	_____

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost

FIND - Form No. 90-14
Effective Date 7-30-02)

(NOTE: Signature Required on Page 2)

EXHIBIT B (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (**Should correspond to Cost Estimate Sheet Categories in Exhibit "A"**)	Vendor Name	Check No. and Date	Total Cost

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Interlocal Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.