

Memorandum



Date: May 5, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 8(L)(6)

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving an Amendment to a Grant Agreement between Miami-Dade County and the Florida Department of Environmental Protection for the South Miami-Dade Card Sound Road Salt Intrusion Barrier Project

Recommendation

It is recommended that the Board of County Commissioners (Board) approve Amendment No. 1 (Amendment) to Grant Agreement No. LP13029 (Agreement) between the Florida Department of Environmental Protection (FDEP) and Miami-Dade County for the South Miami-Dade Card Sound Road Salt Intrusion Barrier Project, and authorize the County Mayor or his designee to execute same, and exercise any termination provisions and additional amendments for extensions of time only. The Amendment is attached as Exhibit A to the resolution.

The proposed Amendment (1) changes the expiration date of the Agreement from June 30, 2020 to June 30, 2021; (2) allows the refund of unobligated funds or excess payments from the County to FDEP; (3) requires Miami-Dade County to certify that it is not on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; (4) revises the Grant Work Plan for design and permitting requirements, construction requirements, and project timeline and budget; (5) updates the email address for the FDEP Custodian of Public Records; and (6) provides a website address to obtain a revised Payment Request Summary Form.

Scope

The project will be constructed in the Card Sound Road Canal in Commission District 9, represented by Commissioner Dennis C. Moss.

Fiscal Impact/Funding Source

The Amendment will have no fiscal impact to the County. Under the original Agreement No. LP13029 and the proposed Amendment, FDEP will reimburse the County up to \$600,000.00 toward the costs of designing and constructing the Card Sound Road Salt Intrusion Barrier Project. Initial funding will be from Miami-Dade County Stormwater Utility fees.

Track Record/Monitor

The Chief of Water Management in the Division of Environmental Resources Management, Department of Regulatory and Economic Resources (RER-DERM), Marina Blanco-Pape, P.E., will monitor the Agreement and Amendment.

Background

On June 19, 2018, the Board approved Resolution No. R-635-18, which ratified the execution of Grant Agreement No. LP13029 for a grant of \$600,000.00 to design and construct the South Miami-Dade Card Sound Road Salt Intrusion Barrier Project. Since then, the County has applied for construction permits from various regulatory agencies but encountered delays in receiving those

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and Members, Board of County Commissioners
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permits. To prevent losing the grant funds due to delays, on July 29, 2019, the County applied for an extension of time from the FDEP. The proposed Amendment allows a one-year time extension and also revises portions of the original Grant Agreement No. LP13029 as described above. The County has recently received all required permits from the South Florida Water Management District, the Miami-Dade County Water Control Section, and the United States Army Corps of Engineers. Amendment No. 1 is necessary to allow time for project construction.



Jack Osterholt
Deputy Mayor

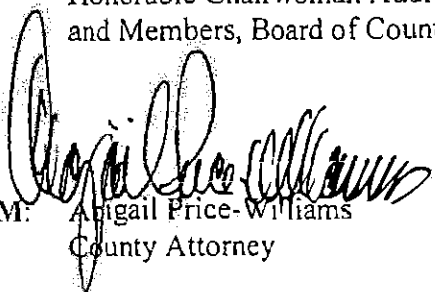


MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: May 5, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(L)(6)

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
- Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

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5-5-20

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NO. 1 TO GRANT AGREEMENT NO. LP13029 BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE SOUTH MIAMI-DADE CARD SOUND ROAD SALT INTRUSION BARRIER PROJECT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME, TO EXERCISE ANY TERMINATION PROVISIONS AND ALL OTHER RIGHTS CONTAINED THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ADDITIONAL AMENDMENTS FOR EXTENSIONS OF TIME

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:

Section 1. This Board hereby approves Amendment No. 1, in substantially the form attached hereto and made a part hereof as Exhibit A, to Grant Agreement No. LP13029 between Miami-Dade County and the Florida Department of Environmental Protection.

Section 2. This Board hereby authorizes the County Mayor or County Mayor's designee to execute same, and exercise any termination provisions and all other rights contained therein.

Section 3. This Board hereby authorizes the County Mayor or County Mayor's designee to execute additional amendments to Grant Agreement No. LP13029 for extensions of time only.

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:

Audrey M. Edmonson, Chairwoman	
Rebeca Sosa, Vice Chairwoman	
Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eilcen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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 Schwadrcer-Raurell

EXHIBIT A

**AMENDMENT NO. 1
TO AGREEMENT NO. LP13029
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
MIAMI DADE COUNTY**

This Amendment to Agreement No. LP13029 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and MIAMI DADE COUNTY, (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for South Miami-Dade Salt Intrusion Barrier Project, effective December 14, 2017; and,

WHEREAS, the Grantee has requested a revision in the scope of work, for the project, and an extension of the Agreement, due to construction permitting delays; and,

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until June 30, 2021. The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. The following is hereby added to Attachment 1 as Section 8.j.:

Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to the Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to the Department.

3. Section 24. of Attachment 1 is deleted and replaced as follows:

Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
 - b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

5. **Attachment 4, Public Records Requirements**, is hereby deleted in its entirety and replaced with **Attachment 4-1, Revised Public Records Requirements**. All references in the Agreement to **Attachment 4** shall hereinafter refer to **Attachment 4-1, Revised Public Records Requirements**.
6. **Exhibit D, -Payment Request Summary Form**, is hereby deleted in its entirety and replaced with **Exhibit D-1, Payment Request Summary Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit D**, shall hereinafter refer to **Exhibit D-1, Revised Payment Request Summary Form**.
7. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LP13029 to be duly executed, the day and year last written below.

COUNTY OF MIAMI DADE

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title of Person Authorized to Sign

By: _____
Secretary or Designee

Print Name of Authorized Person

Print Name and Title of Authorized Person

Date: _____

Date: _____

Megan Strohl, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>3-1</u>	<u>Revised Grant Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>4-1</u>	<u>Revised Public Records Requirements (1 Page)</u>
<u>Exhibit</u>	<u>D-1</u>	<u>Revised Payment Request Summary Form (1 Page)</u>

**ATTACHMENT 3-1
REVISED GRANT WORK PLAN**

PROJECT TITLE: South Miami-Dade Salt Intrusion Barrier Project

PROJECT LOCATION: The Project is located in the Card Sound Road Canal, which is in southern Miami-Dade County (Grantee), Florida; Township 58 South, Range 39 East, Section 21. Phase 1 of the project will consist of designing and building a sheet pile barrier in the canal.

PROJECT BACKGROUND: This project will have multiple phases. Funds from this agreement will be used in Phase 1, the design and construction of sheet pile barrier in the Card Sound Road Canal. This will improve water management, restore wetlands, and reduce salt water intrusion. The Card Sound Road Canal allows salt water to intrude into and contaminate portions of the Biscayne Aquifer, near wellfields used by Miami-Dade and Monroe Counties. Salt water intrusion also degrades publicly owned wetlands acquired by Miami-Dade County's Environmentally Endangered Lands Program, which are needed for regional restoration, including the Comprehensive Everglades Restoration Plan.

PROJECT DESCRIPTION: The purpose of the South Miami-Dade Salt Intrusion Barrier Project is to protect and enable the continued use of drinking water wellfields located in southern Miami-Dade County, including but not limited to wellfields under the jurisdiction of Miami-Dade County Water and Sewer and others, such as the Florida Keys Aqueduct Authority Wellfield. The benefits of this project are the improvement of water management in the Card Sound Road Canal; the reduction of unintended drainage of publicly-owned wetlands adjacent to Card Sound Road, which will increase wetland quality for fish and wildlife; and the stabilization or reversal of salt water intrusion at the base of the Biscayne Aquifer.

The southernmost sheet pile barrier will constitute Phase 1 of the work. Subsequent phases will include filling an additional length of the canal upstream of the Phase 1 sheet pile barrier.

The Grantee does not anticipate that the funding under this agreement will result in a fully completed project, so this agreement will cover a portion of the work (Phase 1 only).

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of a sheet pile barrier in the Card Sound Road Canal and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly

Task 2: Construction

Deliverables: The Grantee will construct a sheet pile barrier in the Card Sound Road Canal in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Design and Permitting	Salaries	\$60,000	07/01/2017	12/31/2020
2	Construction	Contractual Services	\$540,000	07/01/2017	12/31/2020
Total:			\$600,000		

Note that, per paragraph 8.h. of the agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements

Attachment 4-1

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.
2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

 - a. Keep and maintain Public Records required by Department to perform the service.
 - b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 - c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
 - d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
 - e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
 - f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Exhibit D-1

The Revised Payment Request Summary Form for this grant can be found on our website at
this link: <https://floridadep.gov/wra/wra/documents/payment-request-summary-form>
Please use the most current form found on the website, linked above, for each payment request.