

MEMORANDUM

Agenda Item No. 8(L)(1)

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

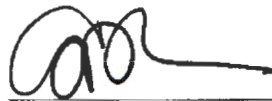
DATE: October 3, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving Local Government Agreement No. 4600004032 between Miami-Dade County and the South Florida Water Management District to conduct tasks necessary for the design of the Cutler Wetlands C-1 Flow Way Project; authorizing the County Mayor to execute said agreement through which the County will pay the South Florida Water Management District up to \$289,012.00 for these purposes; authorizing the disbursement of up to \$289,012.00 from the Biscayne Bay Environmental Enhancement Trust Fund for these purposes; and authorizing the County Mayor to exercise all rights contained therein

Resolution No. R-1060-19

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Daniella Levine Cava.



Abigail Price-Williams
County Attorney



APW/uw

Memorandum



Date: October 3, 2019

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

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to be "Carlos A. Gimenez", written over the printed name of the Mayor.

Subject: Resolution Authorizing the Execution of a Local Government Agreement with the South Florida Water Management District for Design of the Cutler Wetlands C-1 Flow Way Project and Authorizing the Disbursement of up to \$289,012.00 from the Biscayne Bay Environmental Enhancement Trust Fund

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of Local Government Agreement No. 4600004032 with the South Florida Water Management District (SFWMD) for the design of the Cutler Wetlands C-1 Flow Way Project, authorizing the disbursement of up to \$289,012.00 from the Biscayne Bay Environmental Enhancement Trust Fund (BBETF) to share the cost of tasks necessary for the design of specific elements of the project to restore the sheet flow of water through wetlands to Biscayne Bay, and authorizing the execution of the Local Government Agreement by the County Mayor or the County Mayor's designee. The Agreement is Attachment A to the resolution.

Scope

The project occurs in areas of undeveloped wetlands along the east side of the C-1 Canal beginning south of SW 224 Street and east of Old Cutler Road in Commission District 8, which is represented by Commissioner Daniella Levine Cava.

Fiscal Impact/Funding Source

This resolution authorizes the disbursement of up to \$289,012 from the BBEETF for tasks necessary for restoration and enhancement activities. This BBEETF disbursement is consistent with Section 24-40 of the Code of Miami-Dade County that allows the BBEETF to be used for the restoration and enhancement of Biscayne Bay and its foreshore as further described below. The available balance of the BBEETF as of June 30, 2019 is \$15,989,161.82.

Track Record / Monitor

The Chief of Water Resources Coordination in the Department of Regulatory and Economic Resources, Division of Environmental Resources Management, Craig Grossenbacher, will monitor the activities authorized by the proposed resolution.

Background

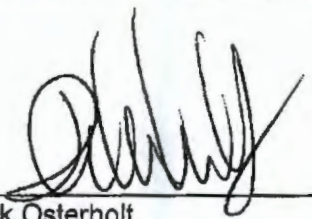
The Cutler Wetlands C-1 Flow Way Project is a project element of the Biscayne Bay Coastal Wetlands Project, a component of the Comprehensive Everglades Restoration Plan (CERP). The objective of this project element is to improve the distribution of freshwater to Biscayne Bay and Biscayne National Park by redirecting water from the C-1 Canal to the coastal wetlands along Biscayne Bay. The Cutler Wetlands C-1 Flow Way Project includes several construction elements, such as a pump station on the C-1 Canal, 7,000 linear feet of lined conveyance canal, 13,160 linear feet of spreader canal, box culverts under SW 97 and SW 87 Avenues and through the L-31E Levee, and the plugging of ditches within the wetlands east of SW 87 Avenue to disrupt channelization of water from the spreader canal. The SFWMD will construct this project and has requested funding assistance from Miami-Dade County to complete hydrologic modeling and surveying tasks necessary for the project design. The proposed Agreement and disbursement will allow Miami-Dade County to fund up to 50 percent of each task, with a not-to-exceed amount per task, as shown in Exhibit A to the attached Agreement.

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
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Miami-Dade County's Biscayne Bay Environmental Enhancement Trust Fund was created for the purposes of environmental enhancement of Biscayne Bay and its foreshore. The disbursement request to fund a portion of the tasks necessary for the design of this project is consistent with Section 24-40 of the Code of Miami-Dade County because the project's purpose is to enhance water quality within the nearshore areas of Biscayne Bay and to restore coastal wetlands within the Bay's foreshore. The design and construction of this project are intended to rehydrate coastal wetlands owned by the SFWMD and Miami-Dade County and to restore salinity patterns to more natural conditions in the adjacent nearshore areas of Biscayne Bay within Biscayne National Park.

It is recommended that the attached resolution be approved, authorizing the disbursement of funds from the BBEETF and the execution of the Local Government Agreement by the County Mayor or the County Mayor's designee.

In accordance with Chapter 24-40(4) of the Code, I have received and considered the attached recommendation from the Director of the Department of Regulatory and Economic Resources.



Jack Osterholt
Deputy Mayor

Memorandum



Date: August 7, 2019

To: Carlos A. Gimenez
Mayor

From: Jack Osterholt, Deputy Mayor/Director
Department of Regulatory and Economic Resources

Subject: Recommendation for the Disbursement of up to \$289,012.00 from the Biscayne Bay Environmental Enhancement Trust Fund to fund a portion of tasks necessary for the design of the Cutler Wetlands C-1 Flow Way Project

Pursuant to Section 24-40 of Miami-Dade County (Code), I am recommending the disbursement of up to \$289,012.00 from the Biscayne Bay Environmental Enhancement Trust Fund (BBEETF) to the Miami-Dade Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM), to fund up to 50 percent, or up to the specified not-to-exceed amounts, for tasks necessary for the design of specific components of the Cutler Wetlands C-1 Flow Way Project.

The Cutler Wetlands C-1 Flow Way Project is an element of the Biscayne Bay Coastal Wetlands Project, a component of the Comprehensive Everglades Restoration Plan (CERP). The objective of this element is to improve the distribution of freshwater to Biscayne Bay and Biscayne National Park by redirecting water from the C-1 Canal to the coastal wetlands along Biscayne Bay.

The SFWMD will construct this project and has requested funding assistance from Miami-Dade County to share the costs of tasks necessary to complete the project design. The proposed Agreement and disbursement request will allow Miami-Dade County to fund up to 50 percent of necessary tasks, with a not-to-exceed amount per task specified in Exhibit A to the Agreement.

Section 24-40 of the Code of Miami-Dade County allows the BBEETF to be used for the restoration and enhancement of Biscayne Bay and coastal waters of the County beyond Biscayne Bay. This disbursement request is consistent with Section 24-40 because the project's purpose is to enhance water quality within the nearshore areas of Biscayne Bay and restore coastal wetlands by rehydrating coastal wetlands owned by the SFWMD and Miami-Dade County and by restoring salinity patterns to more natural conditions in the adjacent nearshore areas of Biscayne Bay within Biscayne National Park.

Therefore, the proposed use of the requested funds from the BBEETF is appropriate and in accordance with the provisions of Section 24-40 of the Code.

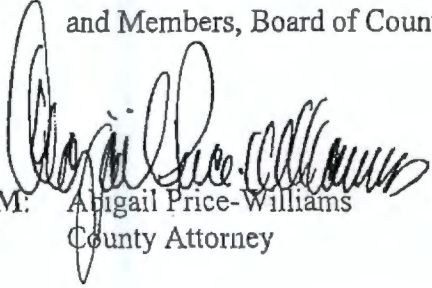
There are sufficient unencumbered funds currently available in the BBEETF to fulfill this request.



MEMORANDUM
(Revised)

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

DATE: October 3, 2019

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(L)(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
- ☐ 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

Agenda Item No. 8(L)(1)

Veto _____

10-3-19

Override _____

RESOLUTION NO. R-1060-19

RESOLUTION APPROVING LOCAL GOVERNMENT AGREEMENT NO. 4600004032 BETWEEN MIAMI-DADE COUNTY AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO CONDUCT TASKS NECESSARY FOR THE DESIGN OF THE CUTLER WETLANDS C-1 FLOW WAY PROJECT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAID AGREEMENT THROUGH WHICH THE COUNTY WILL PAY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT UP TO \$289,012.00 FOR THESE PURPOSES; AUTHORIZING THE DISBURSEMENT OF UP TO \$289,012.00 FROM THE BISCAYNE BAY ENVIRONMENTAL ENHANCEMENT TRUST FUND FOR THESE PURPOSES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby approves Local Government Agreement No. 4600004032, in substantially the form attached hereto as Attachment A and made a part hereof, between Miami-Dade County and the South Florida Water Management District to share costs of tasks necessary for the design of the Cutler Wetlands C-1 Flow Way Project.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute said Agreement and exercise all provisions contained in the Agreement.

Section 4. This Board hereby approves the disbursement of funds not to exceed \$289,012.00 from the Biscayne Bay Environmental Enhancement Trust Fund to fund up to 50 percent of specified tasks, with a not-to-exceed amount per task, necessary for the design of the Cutler Wetlands C-1 Flow Way Project.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 2019. 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: Linda L. Cave
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "ASR", is written over a horizontal line.

Abbie Schwaderer-Raurell



ATTACHMENT A

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LOCAL GOVERNMENTAL AGREEMENT

AGREEMENT NO. 4600004032

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

MIAMI-DADE COUNTY

THIS AGREEMENT is entered into as of the _____ by and between the South Florida Water Management District (**DISTRICT**) and Miami-Dade County (**COUNTY**), collectively referred to as the "Parties".

WHEREAS, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the **DISTRICT** is the nonfederal sponsor of the Comprehensive Everglades Restoration Plan (CERP) and in partnership with the United States Army Corps of Engineers is implementing the Biscayne Bay Coastal Wetlands Project as a component of CERP; and

WHEREAS, the **DISTRICT** and **COUNTY** desire to work collaboratively in the design of a portion of the Biscayne Bay Coastal Wetlands project component of the CERP; and

WHEREAS, this portion of the Biscayne Bay Coastal Wetlands project, called the Cutler Wetlands C-1 Flow Way Project, involves a proposed spreader canal in order to divert water from the C-1 Canal to the Cutler wetlands thereby restoring more natural sheet flow of water through mangrove wetlands to Biscayne Bay; and

WHEREAS, the **DISTRICT** is contracting with a consultant to evaluate the existing design of the Cutler Wetlands C-1 Flow Way Project and to revise the design as needed to best suit current design criteria, site conditions and restoration/environmental objectives, and this design work will include, but not be limited to, modeling including hydraulic and hydrologic modeling as well as surveying and geotechnical work; and

WHEREAS, the Cutler Wetlands C-1 Flow Way Project will benefit wetlands owned by the **COUNTY** as well as Biscayne Bay consistent with regional restoration objectives of the Army Corps of Engineers, the **DISTRICT** and the **COUNTY**; and

WHEREAS, the **COUNTY** desires to provide financial assistance to the **DISTRICT** to design the Cutler Wetlands C-1 Flow Way Project in Miami Dade County by reimbursing the **DISTRICT** for 50% of specific design costs, up to the dollar limits provided in this Agreement; and

WHEREAS, the **COUNTY** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The whereas clauses are hereby incorporated into this Agreement and made a part hereof.
2. The **COUNTY** agrees to contribute funds and the **DISTRICT** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for the design of a spreader canal in Miami Dade County.
3. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue through December 31, 2020.
4. The **DISTRICT** will provide written correspondence to the **COUNTY** upon satisfactory completion of the deliverables as described in the Payment and Deliverable Schedule set forth in Exhibit "A", which is attached hereto and made a part of this **AGREEMENT**. The **COUNTY** shall make payment to the **DISTRICT** upon receipt of such correspondence. The **COUNTY**'s contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitation of two-hundred eighty-nine thousand and twelve dollars (\$289,012.00). In no event shall the **COUNTY** be liable for any contribution hereunder in excess of this amount. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** will be subject to Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the contrary. The **DISTRICT** will notify the **COUNTY** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.
5. The **DISTRICT** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **DISTRICT** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **DISTRICT** that the **COUNTY** shall not

be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).

6. The **COUNTY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida, the **DISTRICT** or Miami-Dade County or its employees, agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida, the **DISTRICT** or the Miami-Dade County beyond the waiver provided in Section 768.28, Florida Statutes.
7. The Parties to this **AGREEMENT** are independent entities and are not employees or agents of the other Party. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **COUNTY**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The Parties to this **AGREEMENT** shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other Parties. Any attempted assignment in violation of this provision shall be void.
8. The Parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
9. The **DISTRICT**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **AGREEMENT**. The **COUNTY** undertakes no duty to ensure such compliance, but will attempt to advise the **DISTRICT**, upon request, as to any such laws of which it has present knowledge.
10. Either Party may terminate this **AGREEMENT** at any time for convenience without cause upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **DISTRICT** for authorized work performed through the termination date shall be returned to the **COUNTY** within sixty (60) days of termination.
11. The **DISTRICT** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **DISTRICT** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **DISTRICT**.
12. The Parties shall maintain records and each Party shall have inspection and audit rights below. The Parties shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:

A. Maintenance of Records: The Parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses,

research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.

B. Examination of Records: The Parties or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the expiration date of this **AGREEMENT**.

C. Extended Availability of Records for Legal Disputes: In the event that either Party should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the Parties shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.

13. Whenever the **COUNTY**'s contribution includes state or federal appropriated funds, the **DISTRICT** shall, in addition to the inspection and audit rights set forth in paragraph 11 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:

A. Maintenance of Records: The **DISTRICT** shall maintain all financial/non-financial records through:

- (1) Identification of the state or federal awarding agency, as applicable
- (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
- (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
- (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
- (5) Submission of the applicable single audit report to the **COUNTY**, as completed per fiscal year.

B. Examination of Records: The **COUNTY** or designated agent, the state awarding agency, the state's Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the **DISTRICT**'s financial and non-financial records to the extent necessary to monitor the **DISTRICT**'s use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

14. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District

Attn: Monica Sovacool, Project Manager

Attn: Linda Greer,

Section Leader, Procurement Bureau

Address:

Miami-Dade County

Attn: Lee N. Hefty

Attn: Craig Grossenbacher, Project Manager

Address:

3301 Gun Club Road
West Palm Beach, FL 33406
Telephone No. (561) 682-6396
Email: msqvacoo@sjrwmd.gov

701 NW 1 CT, Suite 5-104
Miami, FL 33136-3902
Telephone No. (305) 372-6754
Email: heftyl@miamidade.gov
grosso@miamidade.gov

15. Invoices, clearly marked "ORIGINAL", shall be sent to the attention of Accounts Payable at the **COUNTY's** address specified below. All invoices shall reference the **AGREEMENT** Number specified on page one of this **AGREEMENT**. In addition, a copy of the invoice shall be sent to the attention of the **COUNTY's** Project Manager either at the address specified in paragraph 13 above or via email, also specified above.
- Miami-Dade County
Attention: Accounts Payable
Stephen P. Clark Center
111 NW 1st St, 26th Floor
Miami, Florida 33128
16. **COUNTY** and **DISTRICT** recognize that any representations, statements or negotiations made by **DISTRICT** or **COUNTY** staff do not suffice to legally bind **DISTRICT** or **COUNTY** in a contractual relationship unless they have been reduced to writing and signed by authorized **DISTRICT** and **COUNTY** representatives. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the Parties, their respective assigns, and successors in interest.
17. This **AGREEMENT** addresses preliminary survey and modeling activities for the Cutler Wetlands C-1 Flow Way Project and may be amended in the future to include final design activities once all deliverables in the attached Exhibit "A" are accepted by the District's Project Manager. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the Parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
18. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** shall bind any of the Parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective Parties would otherwise have, under law or at equity.
19. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
20. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the Parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and

shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

21. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each Party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
22. This **AGREEMENT** states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the Parties with respect to the subject matter of this **AGREEMENT**.
23. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
 - (a) Terms and Conditions outlined in preceding paragraphs 1 – 22
 - (b) Exhibit "A" Miami-Dade County Payment and Deliverable Schedule
 - (c) All other exhibits, attachments and documents specifically incorporated herein by reference.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Candida Heater, Acting Director
Administrative Services Division

SFWMD OFFICE OF COUNSEL

By: _____
Date: _____

SFWMD PROCUREMENT

By: _____
Date: _____

MIAMI-DADE COUNTY

By: _____

Title: _____
County Mayor or County Mayor's Designee

EXHIBIT "A"

**MIAMI-DADE COUNTY PAYMENT AND DELIVERABLES SCHEDULE FOR
DESIGN OF THE CUTLER WETLANDS C-1 FLOW WAY PROJECT**

Reimbursement to the District shall be made on a fixed price basis in the fixed amounts specified below following written certification to the County of the District's acceptance of each deliverable and upon invoicing to Miami-Dade County.

Task	Deliverable	Due Date	COUNTY Not-to-Exceed Payment
Task 1	Draft Hydraulic and Hydrologic Modeling Summary Memorandum	Upon acceptance of the Task 1 deliverable and within 30 days of invoicing Miami- Dade County	\$71,800
Task 2	Final Hydraulic and Hydrologic Modeling Summary Memorandum	Upon acceptance of the Task 2 deliverables and within 30 days of invoicing Miami- Dade County	\$71,800
Task 3	Survey & Geotechnical Exploration	Upon acceptance of the Task 3 deliverables and within 30 days of invoicing Miami- Dade County	\$124,216
Task 4	Sea Level Rise Modeling	Upon acceptance of the Task 4 deliverables and within 30 days of invoicing Miami- Dade County	\$21,196
TOTAL			\$289,012

**** The COUNTY shall only be obligated to pay for documented actual expenditures for specific tasks associated with design of the Cutler Wetlands C-1 Flow Way Project within the not-to-exceed amounts specified above. In no event shall the COUNTY's total obligation exceed \$289,012 as specified above.**