



Miami-Dade Board of County Commissioners
Office of the Commission Auditor

Economic Development and Tourism
Committee (EDTC) Meeting

February 15, 2018
1:30 P.M.
Commission Chambers

Thomas B. Davis, Esq.
Director, Policy and Legislation
Office of the Commission Auditor (OCA)
111 N.W. First Street, Suite 1030
Miami, FL 33128
(305) 375-2524

**EDTC Meeting: February 15, 2018
Research Notes**

**Item No. 1G1
File No. 172637**

Researcher: JFP Reviewer: PGE

ORDINANCE RELATING TO BISCAYNE BAY ENVIRONMENTAL ENHANCEMENT TRUST FUND; AMENDING SECTION 24-40 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; ALLOWING FOR FUNDS FROM BISCAYNE BAY ENVIRONMENTAL ENHANCEMENT TRUST FUND TO BE USED FOR ARTIFICIAL REEFS AND MOORING BUOYS IN THE COASTAL WATERS OF MIAMI-DADE COUNTY BEYOND BISCAYNE BAY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

ISSUE/REQUESTED ACTION

Whether the Board should amend Section 24-40 of the Code of Miami-Dade County to increase the scope of the Biscayne Bay Environment Trust Fund, allowing funds to be used towards artificial reefs and mooring buoys in the coastal waters of Miami-Dade County beyond Biscayne Bay.

APPLICABLE LEGISLATION/POLICY

Section 24-40 of the Code of Miami-Dade County creates the Biscayne Bay Environmental Enhancement Trust Fund and specifies that the monies therein shall be disbursed only for the environmental enhancement of Biscayne Bay and its foreshore.

[https://library.municode.com/fl/miami - dade county/codes/code_of_ordinances?nodeId=PTIICOOR_CH24ENPRBIBAENDEAQPACOARBIBAENENTRFUENENLAPR_ARTIINGE_DIV4TRFE_S24-40BIBAENENTRFU](https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH24ENPRBIBAENDEAQPACOARBIBAENENTRFUENENLAPR_ARTIINGE_DIV4TRFE_S24-40BIBAENENTRFU)

PROCEDURAL HISTORY

Co-Prime Sponsors: Bruno A. Barreiro, District 5; Sally A. Heyman, District 4; Dennis C. Moss, District 9; Xavier L. Suarez, District 7; Daniella Levine-Cava, District 8
Department/Requester: Regulatory and Economic Resources

This item was adopted on first reading by the Board on December 5, 2017.

FISCAL IMPACT

This item will not have a fiscal impact on Miami-Dade County as existing funds will simply be used for a wider purpose.

ANALYSIS

The proposed ordinance amends Section 24-40 of the Code of Miami-Dade County to allow funds from the Biscayne Bay Environment Trust Fund to be used towards artificial reefs and mooring buoys in the coastal waters of Miami-Dade County beyond Biscayne Bay. Use of the Trust Fund is constricted by the current definition of environmental enhancements: the restoration of natural and indigenous habitats through the establishment, restoration or improvement of biological communities *within* Biscayne Bay. Broadening the language to include the coastal waters of the County beyond Biscayne Bay would allow for environmental enhancement projects in other County marine waters.

The two programs whose pertinent activities seek to be funded in part by the Biscayne Bay Environment Trust Fund monies are the County's Artificial Reef Program and the Mooring Buoy Program. The main focus of the County's Artificial Reef Program is habitat restoration and enhancement. The construction of artificial reefs attracts and supports marine life, providing ecological benefits that extend far beyond the immediate area. In addition to aiding marine life, reefs in South Florida are critically important primarily due to the role they play in decreasing wave speed, thus protecting our coastal communities from the effects of storms, wave damage, and erosion. Miami-Dade County's

EDTC Meeting: February 15, 2018
Research Notes

Artificial Reef Program is currently funded through state and federal grants, permit or mitigation obligation, and private or corporate donations.

The goal of the Mooring Buoy Program is to establish a system of mooring buoys for recreational vessels to protect natural and artificial reefs from damage caused by boat anchors. Funding is primarily needed to support the ongoing maintenance required for the buoys. Miami-Dade's Mooring Buoy Program is currently funded through private donations and collaboration with local schools, companies and non-governmental agencies.

Proposed Amendments to the Miami-Dade County Code:

Section 24-40 of the Code of Miami-Dade County as it currently reads:	Proposed amendment to Section 24-40 of the Code of Miami-Dade County:
<p>There is hereby created a Biscayne Bay Environmental Enhancement Trust Fund, the monies of which shall be disbursed only for the environmental enhancement of Biscayne Bay and its foreshore, consistent with the objectives adopted by this Board by Resolution R-1610-79, as may be amended from time to time; the prioritized list of projects adopted by this Board by Resolution R-1609-79, as may be amended from time to time; and with the forthcoming comprehensive Biscayne Bay management plan.</p>	<p>There is hereby created a Biscayne Bay Environmental Enhancement Trust Fund, the monies of which shall be disbursed only for the environmental enhancement of Biscayne Bay and its foreshore, consistent with the objectives adopted by this Board by Resolution R-1610-79, as may be amended from time to time; the prioritized list of projects adopted by this Board by Resolution R-1609-79, as may be amended from time to time; and with the forthcoming comprehensive Biscayne Bay management plan. >><u>Recognizing that certain environmental enhancement activities in the coastal waters of the County beyond Biscayne Bay have positive environmental benefits to Biscayne Bay, monies from the Biscayne Bay Environmental Enhancement Trust Fund may also be used for the following limited environmental enhancement activities in the coastal waters of the County beyond Biscayne Bay: installation, maintenance, or management of artificial reefs and mooring buoys.</u><<</p>
<p>(1) Definitions:</p> <p>(a) Excess monies shall be defined as those monies which are necessary to enhance the particular area(s) of Biscayne Bay and the foreshore environmentally damaged or degraded, and which remain in the trust fund after all monies from a particular action, claim, assessment, grant, appropriation, allocation, permit condition or donation have been disbursed.</p> <p>(b) Environmental enhancement shall be defined as restoration or improvement of natural and indigenous habitats within Biscayne Bay or its</p>	<p>(1) Definitions:</p> <p>(a) Excess monies shall be defined as those monies which are necessary to enhance the particular area(s) of Biscayne Bay >><u>or</u><< and the foreshore >><u>or coastal waters of the County beyond Biscayne Bay, which are</u><< environmentally damaged or degraded, and which remain in the trust fund after all monies from a particular action, claim, assessment, grant, appropriation, allocation, permit condition or donation have been disbursed.</p> <p>(b) Environmental enhancement shall be defined as restoration or improvement of natural and indigenous habitats within Biscayne Bay or its</p>

EDTC Meeting: February 15, 2018
Research Notes

foreshore through the establishment, restoration or improvement of biological communities in order to increase the net habitat value of the bay. Environmental enhancement may also be defined as those alterations in hydrodynamics, water and sedimentary chemistry that may be necessary to establish or reestablish natural and indigenous biotic communities within Biscayne Bay or its foreshore. Further, it is presumed that those enhancement activities contemplated by the forthcoming comprehensive Biscayne Bay management plan, the prioritized list of projects (except studies) as adopted by Resolution R-1609-79, as may be amended from time to time; and those projects consistent with the objectives adopted by Resolution R-1610-79, as may be amended from time to time; are for the environmental enhancement of Biscayne Bay and its foreshore and qualify for funding from this trust fund.

(c) Mitigation includes any of the following:

- (i) Avoiding the impact altogether by not taking a certain action or parts of an action;
- (ii) Minimizing impacts by limiting the degree or magnitude of the action or its implementation;
- (iii) Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
- (iv) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action;

foreshore >>or the coastal waters of the County beyond Biscayne Bay<< through the establishment, restoration or improvement of biological communities in order to increase the net habitat value of the bay. Environmental enhancement may also be defined as those alterations in hydrodynamics, water and sedimentary chemistry that may be necessary to establish or reestablish natural and indigenous biotic communities within Biscayne Bay or its foreshore >>or the coastal waters of the County beyond Biscayne Bay<< Further, it is presumed that those enhancement activities contemplated by the forthcoming comprehensive Biscayne Bay management plan, the prioritized list of projects (except studies) as adopted by Resolution R-1609-79, as may be amended from time to time; and those projects consistent with the objectives adopted by Resolution R-1610-79, as may be amended from time to time; are for the environmental enhancement of Biscayne Bay and its foreshore and qualify for funding from this trust fund. >>The activities in the coastal waters of the County beyond Biscayne Bay which qualify for funding from this trust fund shall be limited only to the installation, maintenance, or management of either artificial reefs or mooring buoys.<<

(c) Mitigation includes any of the following:

- (i) Avoiding the impact altogether by not taking a certain action or parts of an action;
- (ii) Minimizing impacts by limiting the degree or magnitude of the action or its implementation;
- (iii) Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
- (iv) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action;

EDTC Meeting: February 15, 2018
Research Notes

<p>(v) Compensating for the impact by replacing or providing substitute resources or environments.</p> <hr/> <p>(2) Said trust fund shall be kept and maintained in trust by the Board of County Commissioners for the purposes set forth in this section in a separate and segregated fund of the County which shall not be commingled with other County funds until disbursed for an authorized purpose pursuant to this section.</p> <hr/> <p>(3) Said trust fund shall consist of the following monies and shall be disbursed in accordance with the following requirements:</p> <p>(a) All monies available to or recovered by the County from enforcement and damage actions and claims against persons who have environmentally damaged or degraded Biscayne Bay and its foreshore:</p> <p>(i) Such monies shall be first disbursed for the environmental enhancement of the particular area(s) of Biscayne Bay and its foreshore damaged or degraded unless enhancement in the particular area(s) is clearly shown to be not possible. In the event of the latter, such monies shall be disbursed for environmental enhancement of other area(s) of Biscayne Bay and its foreshore.</p> <p>(ii) Any excess monies derived from such enforcement and damage actions and claims may be disbursed for environmental enhancement of other areas of Biscayne Bay and its foreshore as authorized and approved by resolution of the Board of County Commissioners.</p>	<p>(v) Compensating for the impact by replacing or providing substitute resources or environments.</p> <hr/> <p>(2) Said trust fund shall be kept and maintained in trust by the Board of County Commissioners for the purposes set forth in this section in a separate and segregated fund of the County which shall not be commingled with other County funds until disbursed for an authorized purpose pursuant to this section.</p> <hr/> <p>(3) Said trust fund shall consist of the following monies and shall be disbursed <u>>>in accordance with all provisions of this section and<<</u> in accordance with the following requirements:</p> <p>(a) All monies available to or recovered by the County from enforcement and damage actions and claims against persons who have environmentally damaged or degraded Biscayne Bay <u>>>or<< and its foreshore >>or coastal waters of the County beyond Biscayne Bay<<</u>:</p> <p>(i) Such monies shall be first disbursed for the environmental enhancement of the particular area(s) of Biscayne Bay <u>>>or<< and its foreshore damaged or degraded unless enhancement in the particular area(s) is clearly shown to be not possible. In the event of the latter, such monies shall be disbursed for environmental enhancement of other area(s) of Biscayne Bay >>or<< and its foreshore >>or coastal waters of the County beyond Biscayne Bay<<</u>.</p> <p>(ii) Any excess monies derived from such enforcement and damage actions and claims may be disbursed for environmental enhancement of other areas of Biscayne Bay <u>>>or<< and its foreshore >>or coastal waters of the County beyond Biscayne Bay<<</u> as authorized and approved by resolution of the Board of County Commissioners.</p>
--	--

EDTC Meeting: February 15, 2018
Research Notes

(b) All monies available to and received by Miami-Dade County from environmental mitigation assessments from all private persons and all governmental bodies, units, agencies, authorities and departments, including, but not limited to, Miami-Dade County, for environmental damage or degradation to Biscayne Bay and its foreshore:

(i) Such monies shall be disbursed for environmental enhancement of Biscayne Bay and its foreshore as authorized and approved by resolution of the Board of County Commissioners. However, if mitigation activities are specified as conditions of any permit, then said mitigation funds shall be used as required by the permit conditions, without the necessity of the Board of County Commissioners' approval, appropriation, or action of any kind.

(c) All monies offered to and accepted by Miami-Dade County for the environmental enhancement of Biscayne Bay and its foreshore in the form of federal, State, and other governmental grants, allocations, and appropriations as well as foundation and private grants and donations:

(i) Such monies shall be disbursed for the environmental enhancement of Biscayne Bay and its foreshore strictly in accordance with terms and conditions of the grant, allocation, appropriation, or donation and shall be earmarked accordingly.

(ii) Any excess monies derived from such grant, allocation, appropriation, or donation shall be disbursed or allocated

(b) All monies available to and received by Miami-Dade County from environmental mitigation assessments from all private persons and all governmental bodies, units, agencies, authorities and departments, including, but not limited to, Miami-Dade County, for environmental damage or degradation to Biscayne Bay >>or<< and its foreshore >>or coastal waters of the County beyond Biscayne Bay<<:

(i) Such monies shall be disbursed for environmental enhancement of Biscayne Bay >>or<< ~~and~~ its foreshore >>or coastal waters of the County beyond Biscayne Bay<< as authorized and approved by resolution of the Board of County Commissioners. However, if mitigation activities are specified as conditions of any permit, then said mitigation funds shall be used as required by the permit conditions, without the necessity of the Board of County Commissioners' approval, appropriation, or action of any kind.

(c) All monies offered to and accepted by Miami-Dade County for the environmental enhancement of Biscayne Bay >>or<< ~~and~~ foreshore >>, or for the installation, maintenance, or management of artificial reefs and mooring buoys in the coastal waters of the County beyond Biscayne Bay,<< in the form of federal, State, and other governmental grants, allocations, and appropriations as well as foundation and private grants and donations:

(i) Such monies shall be disbursed for the environmental enhancement of Biscayne Bay >>or<< ~~and~~ its foreshore >>or coastal waters of the County beyond Biscayne Bay<< strictly in accordance with terms and conditions of the grant, allocation, appropriation, or donation and shall be earmarked accordingly.

(ii) Any excess monies derived from such grant, allocation, appropriation, or donation shall be disbursed or allocated

EDTC Meeting: February 15, 2018
Research Notes

in accordance with the terms and conditions, if any, of such grant, allocation, appropriation, or donation. If no such terms or conditions attach to such excess, then such excess, if any, shall be disbursed for the environmental enhancement of Biscayne Bay and its foreshore as authorized and approved by resolution of the Board of County Commissioners.

(4) Unless otherwise specified herein, no disbursements whatsoever shall be made from the Biscayne Bay Environmental Enhancement Trust Fund until and unless authorized and approved by resolution of the Board of County Commissioners. Prior to authorizing and approving said disbursements, the Board of County Commissioners shall receive and consider the recommendations of the County Manager. The County Manager, prior to making any such recommendations, shall receive and consider the recommendations of the Department pertaining to the proposed particular disbursement for environmental enhancement of Biscayne Bay and its foreshore. The Finance Director is hereby authorized to establish the Biscayne Bay Environmental Enhancement Trust Fund and to receive monies therefor in accordance with provisions of this section and shall disburse monies from said trust fund only upon authorization pursuant to resolution of the Board of County Commissioners.

(5) Unless otherwise restricted by the terms and conditions of a particular grant, gift, appropriation, allocation, or permit condition, all interest earned by the investment of all monies in the trust fund shall be disbursed by resolution of the Board of County Commissioners for any project authorized by the Board which will environmentally enhance Biscayne Bay and its foreshore. Trust fund moneys shall be invested only in accordance with the laws pertaining to the investment of County funds.

in accordance with the terms and conditions, if any, of such grant, allocation, appropriation, or donation. If no such terms or conditions attach to such excess, then such excess, if any, shall be disbursed for the environmental enhancement of Biscayne Bay >>or<< ~~and~~ its foreshore >>or coastal waters of the County beyond Biscayne Bay<< as authorized and approved by resolution of the Board of County Commissioners.

(4) Unless otherwise specified herein, no disbursements whatsoever shall be made from the Biscayne Bay Environmental Enhancement Trust Fund until and unless authorized and approved by resolution of the Board of County Commissioners. Prior to authorizing and approving said disbursements, the Board of County Commissioners shall receive and consider the recommendations of the County >>~~Mayor~~<< ~~Manager~~, The County >>~~Mayor~~<< ~~Manager~~ prior to making any such recommendations, shall receive and consider the recommendations of the Department pertaining to the proposed particular disbursement for environmental enhancement of Biscayne Bay >>or<< ~~and~~ its Foreshore >>or coastal waters of the County beyond Biscayne Bay<<. The Finance Director is hereby authorized to establish the Biscayne Bay Environmental Enhancement Trust Fund and to receive monies therefor in accordance with provisions of this section and shall disburse monies from said trust fund only upon authorization pursuant to resolution of the Board of County Commissioners.

(5) Unless otherwise restricted by the terms and conditions of a particular grant, gift, appropriation, allocation, or permit condition, all interest earned by the investment of all monies in the trust fund shall be disbursed by resolution of the Board of County Commissioners for any project authorized by the Board which will environmentally enhance Biscayne Bay >>or<< ~~and~~ its foreshore >>or coastal waters of the County beyond Biscayne Bay, in accordance with this section<<. Trust fund moneys shall be invested only in accordance with the laws pertaining to the investment of County funds.

EDTC Meeting: February 15, 2018
Research Notes

(6) No moneys or interest accrued in such trust fund shall be disbursed for environmental studies of Biscayne Bay or its foreshore unless required by the terms and conditions of a particular grant, donation, appropriation, allocation, or permit condition.

(7) Decisions to grant or deny permits for any activities within Biscayne Bay or its foreshore shall be made without consideration of the existence of this trust fund. Each application for any permit must be evaluated independently of the existence of this fund or offers of donation of moneys thereto.

(6) No moneys or interest accrued in such trust fund shall be disbursed for environmental studies of Biscayne Bay or its foreshore >>or coastal waters of the County beyond Biscayne Bay<< unless required by the terms and conditions of a particular grant, donation, appropriation, allocation, or permit condition.

(7) Decisions to grant or deny permits for any activities within Biscayne Bay or its foreshore >>or coastal waters of the County beyond Biscayne Bay<< shall be made without consideration of the existence of this trust fund. Each application for any permit must be evaluated independently of the existence of this fund or offers of donation of moneys thereto.

ADDITIONAL INFORMATION

<http://www.miamidade.gov/environment/adopt-a-buoy.asp>

<http://www.miamidade.gov/environment/reefs-artificial.asp>

EDTC Meeting: February 15, 2018
Research Notes

Item Nos. 3A and 3B

File Nos. 172642 and 172643

Researcher: JFP

Reviewer: PGE

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH **ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION** FOR AVIATION ACOUSTICAL AND LAND-USE COMPATIBILITY PLANNING SERVICES, PROJECT NO. E16-MDAD-10, IN AN AMOUNT NOT TO EXCEED \$501,250.00 FOR A TERM OF FIVE (5) YEARS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE PROVISIONS THEREOF, INCLUDING THE TERMINATION PROVISIONS CONTAINED THEREIN

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH **LANDRUM & BROWN, INC.**, FOR AVIATION ACOUSTICAL AND LAND-USE COMPATIBILITY PLANNING SERVICES, PROJECT NO. E16-MDAD-10; IN AN AMOUNT NOT TO EXCEED \$501,250.00 FOR A TERM OF FIVE (5) YEARS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE PROVISIONS THEREOF, INCLUDING THE TERMINATION PROVISIONS CONTAINED THEREIN

ISSUE/REQUESTED ACTION

Whether the Board should approve two (2) Professional Services Agreements (PSAs) under Project No. E-16-MDAD-10 for a term of five (5) years for aviation acoustical and land-use compatibility planning services for the Aviation Department.

Company	Amount	Location
1. Environmental Science Associates Corporation	\$501,250.00	Tampa, FL
2. Landrum and Brown, Inc.	\$501,250.00	Cincinnati, OH (Local office in Coral Gables)

APPLICABLE LEGISLATION/POLICY

Section 2-8.3 of the County Code - Whenever a competitive process is utilized for selection of a contractor, vendor, consultant, tenant or concessionaire, the County Mayor shall review the responses to the solicitation and recommend to the County Commission award or other appropriate action.

http://miamidade.fl.elaws.us/code/coor_ptiii_ch2_arti_sec2-8.3

Section 2-285 of the County Code governing authority as to contracts for the Aviation Department. The County Mayor may issue bid and proposal documents including addenda; receive, open, and review bids and proposals; issue notices to proceed after award; advertise, select committees for, and negotiate professional services agreement.

https://library.municode.com/FL/Miami_-

[Dade County/codes/Code of Ordinances?nodeId=PTIIICOOR_CH2AD_ARTXXXIIIVDE_S2-285COMAAUCOAVDE](https://library.municode.com/FL/Miami_-Dade_County/codes/Code_of_Ordinances?nodeId=PTIIICOOR_CH2AD_ARTXXXIIIVDE_S2-285COMAAUCOAVDE)

Chapter 287.055 of the Florida Statutes governing acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.

http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0200-0299/0287/Sections/0287.055.html

EDTC Meeting: February 15, 2018
Research Notes

Chapter 2-10.4 of the County Code governing acquisition of professional architectural, engineering, landscape architectural or land surveying and mapping services.

http://miamidade.fl.elaws.us/code/coor_ptiii_ch2_arti_sec2-10.4

See also Administrative Order 3-39 - Standard process for construction of Capital improvements, acquisition of professional services, construction contracting, change orders and reporting.

<http://www.miamidade.gov/aopdfdoc/aopdf/pdffiles/ao3-39.pdf>

Resolution No. R-187-12, adopted February 21, 2012, directing the County Mayor to include due diligence information in memoranda recommending certain contract awards.

<http://intra/gia/legistarfiles/Matters/Y2012/120287.pdf>

PROCEDURAL HISTORY

Prime Sponsor: None

Department/Requester: Aviation Department

At the December 14, 2017 Committee meeting, both items were deferred.

FISCAL IMPACT

Funding source for both PSAs will be MDAD Operating Fund (Multi-Year) with a value of \$501,250 each.

ANALYSIS

These two items seek approval of PSAs under Project No. E-16-MDAD-10, each in an amount not to exceed \$501,250.00, for a term of five (5) years with Environmental Science Associates Corporation and Landrum and Brown, Inc. The scope of work in the agreement provides for the delivery of Aviation Acoustical and Land Use Compatibility Planning services for Miami International Airport and the five (5) County-owned auxiliary airports, namely Kendall-Tamiami Executive Airport, Opa-Locka Executive Airport West (OPF), Opa-Locka West, Homestead General Aviation Airport (X51) and Dade-Collier Training and Transition Airport (TNT).

Services will include, but not be limited to, studies such as:

- Federal Aviation Administration Federal Aviation Regulations (FAR) Part 150 noise compatibility,
- Aircraft noise monitoring,
- Airspace flight track management,
- Aircraft noise abatement, and
- Wildlife hazard management.

Other services include:

- Addressing airport/community land use compatibility issues,
- Environmental assessments,
- Environmental impact statements, and
- Noise modeling using the latest available FAA models

Contract Measures: There are no contract measures applicable to this Agreement.

Service Order Procedures - There are no specific projects to be designated under this Agreement. The Consultant shall be issued Service Orders as the need for Services arises. The Service Order shall cover in detail the scope, time

EDTC Meeting: February 15, 2018
Research Notes

for completion and the compensation for the work to be accomplished. No Services under this Agreement shall be performed by the Consultant prior to the receipt of an appropriate Service Order.

Compensation for Primary Services – Payments to the Consultant for primary Services and Reimbursable Expenses performed shall not exceed Five Hundred Thousand Dollars (\$500,000). The fee for services authorized in accordance with the agreement will be computed by one of the following three methods:

1. **Flat rate:** In accordance with the compensation schedule below:

Labor Category	Hourly Billing Rate
Principal	\$235
Project Manager	\$200
Managing Consultant	\$190
Senior Consultant	\$144
Consultant	\$120
Technical Specialist/Support	\$75

2. **Agreed Lump Sum:** The Consultant agrees to perform specifically described services for an agreed fixed dollar amount of compensation
3. **Not to Exceed:** The Consultant is compensated for the actual time of personnel engaged directly in performing services under this Agreement.

SELECTION PROCESS

On January 17, 2017, a Notice to Professional Consultants (NTPC) was issued under full and open competition to award the two (2) PSAs. On February 17, 2017, the Clerk of the Board received three (3) proposals and the two (2) top-ranked firms, Environmental Science Associates Corporation and Landrum & Brown, Inc. were found by the Selection Committee to have met the qualification requirements. None of the awarded firms are local.

OCA posed the following questions to MDAD, to which the department responded.

1. **There were no local firms that responded to the Notice to Professional Consultants. How was the bidding process conducted?** The solicitation was an open and competitive process conducted pursuant to Chapter 287.055 of the Florida Statutes and Chapter 2-10.4 of the Code both of which govern certification, selection and negotiation procedures.
2. **Does any of the awarded firms have a local office? If yes, how many Miami residents are employed by these firms in the local office?** Landrum and Brown has a local office in the Gables with two (2) employees
3. **Since both vendors (Landrum and Environmental Science) are non-local, how will they deliver the solicited services?** These companies are able to deliver their services:
 - a. By submitting the final Reports /Studies / Assessments for the individual specific service orders
 - b. Teleconferencing is used between the MDAD Project Manager and the Consultants
 - c. Depending on the scope of the work, a meeting maybe held before and during the work /study.
 - d. Majority of work, is shared by email except the final deliverables which is sent by Fed-Ex or UPS.
 - e. Depending on the type of Study, the consultant maybe required to provide presentations to groups such as for example: Homeowner's Associations; Elected Officials, Municipalities, Public

EDTC Meeting: February 15, 2018
Research Notes

Meetings and/or Aircraft Noise Abatement Advisory Board members.

Noise/Acoustical Consultant maybe required to conduct Noise Monitoring Studies within Miami- Dade Communities.

4. **Is there a contract currently in place for these services? If so, who's the vendor and what's the term and value?** No. The last Professional Service Agreements expired on November 2016 and MDAD submitted a Consultant Selection Request under Category #23 for two (2) Aviation Acoustical and Land Use Compatibility Planning Services. The expired contracts (E11-MDAD-01) expired on November 14, 2016 (Resolution Nos. R-953-11 Landrum & Brown) and R-954-11 (Environmental Science Associates)

Note: Companies engaged in this type of work must be current and be able to follow the FAA policy and procedures related to compliance with the National Environmental Policy Act (NEPA) and regulations issued by the Council on Environmental Quality (CEQ). NEPA & CEQ regulations establish a broad national policy to protect and enhance the quality of human environment, and require Federal agencies to develop programs and measures to meet national environmental goals.

Summary: Miami-Dade Aviation Department (the Airport Owner) accepts and receives funding from the Federal Aviation Administration (FAA) administered airport financial assistance programs and as a result the Airport Owner (MDAD) agrees to certain obligations (or assurances). These obligations require the airport owner to maintain and operate their facilities safely and efficiently and in accordance with specified conditions. Airport Development or Noise Compatibility Programs and Planning undertaken by the airport owner must meet all the terms and conditions and assurances of the grant agreement and shall remain in full force an effect throughout the useful life of the facilities developed or equipment acquired for the airport development or noise compatibility program/ projects.

All FAA decision making process for airport projects must consider the environmental, social, economic, and technical factors of a proposed action and those reasonable alternatives that meet the purpose and need. These Consultants are able to meet these qualifications and are able to produce all the technical reports that are required by the FAA for all projects that meet the threshold for an environmental review.

ADDITIONAL INFORMATION

According to Sunbiz.org, the State of Florida, Department of State certifies that Environmental Science Associates Corporation is an Ohio corporation authorized to transact business in the State of Florida, qualified on August 20, 1984. According to Sunbiz.org, the State of Florida, Department of State certifies that Landrum & Brown, Inc., Corporation is a California corporation authorized to transact business in the State of Florida, qualified on March 20, 2000

Landrum and Brown, Inc., offers a full range of aviation planning and development disciplines and has provided consulting services to the Broward County Aviation Department (BCAD).

<https://www.landrum-brown.com/en/projects/fort-lauderdale-hollywood-international-airport/>

Environmental Science Associates Corporation specializes in all aspects of project planning, environmental analysis and assessment, and regulatory compliance.

<http://www.esassoc.com/about-us>

**EDTC Meeting: February 15, 2018
Research Notes**

**Item No. 3C
File No. 180145**

Researcher: JFP Reviewer: PGE

RESOLUTION APPROVING AWARD OF THE NONEXCLUSIVE LEASE AND CONCESSION AGREEMENT FOR PREMIUM COSMETICS CONCESSION SERVICES, RFP NO. MDAD-10-16, TO DUTY FREE AMERICAS BEAUTY, LLC, WITH PAYMENT OF THE GREATER OF A MINIMUM ANNUAL GUARANTEE OF \$1,670,770 OR 15 PERCENT OF GROSS REVENUES, FOR A SIX-YEAR TERM ENDING ON SEPTEMBER 13, 2024, WITH ONE (1) OPTION TO RENEW FOR A TWO (2) YEAR PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE RENEWAL AND TERMINATION PROVISIONS CONTAINED THEREIN

ISSUE/REQUESTED ACTION

Whether the Board should approve the award of a Lease and Concession Agreement to Duty Free Americas Beauty, LLC (DFAB) for premium cosmetic concession services at Miami International Airport (MIA), with DFAB paying the greater of a Minimum Annual Guarantee of \$1,670,770 or a percentage fee of 15 percent.

APPLICABLE LEGISLATION/POLICY

Miami-Dade County Code Section 2-8.3 relates to competitive processes and tasks the County Mayor or his designee with reviewing the response to the solicitation and recommending the appropriate action to the County Commission.

https://library.municode.com/fl/miami-dade-county/codes/code_of_ordinances?nodeId=PTIIICOR_CH2AD_ARTIINGE_S2-8.3MARE

Resolution No. R-187-12, adopted by the Board on February 21, 2012, directs the County Mayor to include due diligence information in memoranda recommending certain contract awards.

<http://www.miamidade.gov/cob/library/Registry/Resolutions/Board-of-County-Commissioners/2012/R-187-12.pdf>

PROCEDURAL HISTORY

Prime Sponsor: None

Department/Requester: Aviation Department

This item has no procedural history.

FISCAL IMPACT

This item involves a positive fiscal impact, as it is outlined in the agreement that DFAB will pay the Miami-Dade Aviation Department the greater of a Minimum Annual Guarantee of \$1,670,770, which includes the annual rent for the locations, exclusive of support spaces/storage, or a percentage fee of 15 percent.

ANALYSIS

The proposed Lease and Concession Agreement for a six year term ending on September 13, 2024 with one option to renew for a two year period (at the discretion of the Miami-Dade Aviation Department) is before the Board after the completion of the RFP and review process. DFAB was one of two proposers responding to a Request for Proposals (advertised by the County on February 6, 2017) seeking a qualified Concessionaire to sell premium cosmetics at MIA. The two proposers, DFAB and TRG LLC, were preliminarily reviewed at a pre-screening meeting held by the Selection Committee on June 1, 2017 and were then invited to participate in a Public Hearing for oral presentations, which took place on June 8, 2017. After evaluating the proposals and applying the formula for score calculation as defined in the RFP, the Selection Committee determined DFAB to be the highest-ranked proposer and thus seeks to award the Lease and Concession Agreement accordingly.

EDTC Meeting: February 15, 2018
Research Notes

The Agreement provides for the following three locations in the MIA Terminal, 2nd Floor: 110 square feet near Gate D43, 870 square feet next to Gate D30, and 655 square feet next to D14.

DFAB is a registered Florida Limited Liability Company with the Florida Department of State, Division of Corporations, having the following principal address in Broward County (address has a typographical error in the mayoral memo):

6100 Hollywood Blvd., 7th Floor
Hollywood, FL 33024

While DFAB has no previous agreements with the County within the last five years, its parent company, Duty Free Americas, Inc. has held an agreement with the Miami-Dade Aviation Department for more than 10 years with no issues.

EDTC Meeting: February 15, 2018
Research Notes

File No. 3D

Item No. 180146

Researcher: SM Reviewer: TD

RESOLUTION APPROVING AWARD OF A MANAGEMENT AGREEMENT FOR THE OPERATION OF THE MIA HOTEL AND RELATED AMENITIES AT MIAMI INTERNATIONAL AIRPORT TO MCR INVESTORS LLC, FOR A TERM OF SEVEN YEARS, WITH THE ONE YEAR OPTION TO RENEW, AND FOR COUNTY PAYMENT OF A BASE MANAGEMENT FEE OF 2.5% OF NET SALES AND AN INCENTIVE MANAGEMENT FEE OF 2.2% OF NET OPERATING INCOME; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE SUCH AGREEMENT AND ENFORCE ALL TERMS THEREOF, INCLUSIVE OF EXTENSION PERIODS

ISSUE/REQUESTED ACTION

Whether the Board should approve an award of a management agreement for the operation of the MIA Hotel and related amenities at Miami International Airport to MCR Investors LLC (MCR), for a term of seven years, with the one year option to renew.

APPLICABLE LEGISLATION/POLICY

Code Section 2-8.3 of the Miami-Dade County Code requires the County Mayor to review responses to solicitations and to recommend the appropriate action to the County Commission. The recommendation shall be in writing, filed with the Clerk of the Board, and mailed to all participants no later than 10 days prior to any Commission meeting in which such recommendation is scheduled to be presented. The Board may waive the requirements of this section by a 2/3 vote of the County Commission.

https://library.municode.com/fl/miami_dade_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTIINGE_S2-8.3MARE

Resolution No. R-187-12 adopted on February 21, 2012 directs the County Mayor to include due diligence information in memoranda recommending certain contract awards.

<http://www.miamidade.gov/govaction/legistarfiles/Matters/Y2012/120287.pdf>

PROCEDURAL HISTORY

Prime Sponsor: None

Requester/Department: Aviation Department

There is no procedural history for this item.

FISCAL IMPACT

MCR Investors, LLC will receive a base management fee of 2.5 percent and an incentive management fee negotiated to 2.2 percent. The base management fee is calculated on net sales, and the incentive management fee is based of net operating income. Miami-Dade County is estimated to receive a net return of \$5.5 million to the Miami-Dade Aviation Department (MDAD) out of the annual gross revenues of \$14.5 million which is an estimated figure, as stated per the mayoral memo.

ANALYSIS

This Item if approved by the Board, MCR Investors LLC, will be awarded a non-exclusive management agreement for the operation of the MIA Hotel and related amenities to MCR Investors, LLC.

EDTC Meeting: February 15, 2018
Research Notes

On December 9, 2016, there was a request for qualifications (RFQ) that was advertised. This was done to solicit companies that were qualified to maintain and manage the MIA Hotel and the related amenities, as stated by the mayoral memo.

The following were the top five ranked firms selected by the evaluation/selection committee with MCR Investors, LLC being the number one ranked firm.

Firm	Total Technical Points	Ranking
MCR Investors, LLC	4,625	1
Driftwood Hospitality Hotel Management II, LLC	4,477	2
Crescent Hotel Management Services, LLC	3,857	3
Hostmark Hospitality Group	3,754	4
Yotel Management Company Limited	2,301	5

The agreement states the terms to be seven years which may be extended at the sole discretion of MDAD for a maximum of three one- year extensions. Each extension shall be exercised by MDAD providing notice of the extension to MCR. If MDAD does not give the proper notice of extension, the agreement shall terminate accordingly. MCR has 30 days following the receipt of notice from MDAD to reject any extension by written notice to MDAD, and if that happens the agreement will terminate at the end of the term. The County may upon 30 days written notice to MCR, terminate the agreement after extension, and MCR may upon 90 days advance written notice to the County do the same., as per the Non-Exclusive Management Agreement for the operation of the Mia Hotel and Related Amenities.

The scope of services entail MCR being responsible for managing, operating and maintaining a well-appointed full service Hotel and related amenities in a first class manner 365 days a year. MCR must develop a marketing plan to submit along the annual budget which will analyze the competition in the surrounding airport area and develop an action plan by market segment to address sales by room type. The Market segment is a group of people who share one or more common characteristics, lumped together for marketing purposes. Each market segment is unique, and marketers use various criteria to create a target market for their product or service. The room breakdown shall be accompanied by a rate structure for seasonal room rack rate.

In the event of a Hurricane, MCR will assist/participate in providing guest rooms, meeting rooms and personnel as warranted in the event of said Hurricane, or mass migration, natural, or manmade disaster's preparedness, and/or response. Such costs are included in operation expenses.

Gross revenues which are generated form the operations of the facilities under the Agreement shall accrue to the County, this means all monies, paid or payable for transactions involving the Hotel, such as the rental of rooms, or sales of other services by MCR to third parties at the Hotel, any sales of movies through in-room televisions or through internet deliver, those are a few to mention, the agreements states more information.

As stated previously, the County shall pay to MCR as consideration for managing, operating and maintaining the Facilities and providing the services required as stated by the agreement, a Base Management Fee of 2.5 percent of sales, payable monthly, in addition to the Incentive Management Fee which is also payable on a monthly basis in the amount of 2.2 percent of the adjusted monthly Net Operating Income (NOI).

EDTC Meeting: February 15, 2018
Research Notes

OCA will forward the following question to the Department Representative:

1. Where any of the firms considered locally based?
2. Does MCR have a local office?
3. Will Miami-Dade County see a positive economic impact based of this contract, such as jobs for residents of Miami-Dade County?

ADDITIONAL INFORMATION

According to MCR's website, they are the 7th largest hotel owner-operator in the United States with a 2.0 billion portfolio of 94 premium-branded hotels with over 11,200 rooms across 24 states and 67 cities. Established in 2006, the MCR Team has grown the firm's portfolio through a series of development projects and acquisitions.

MCR's primary focus is to drive value throughout its real estate portfolio, generate superior returns for its investors, and provide a professional, integrity-driven, merit-based working environment for its team members. MCR has consistently executed this business plan via:

- Opportunistic Acquisitions and Development
- Management Experience and High-Performance Team
- Industry Leading Relationships

<http://www.mcrdevelopment.com/hospitality-investment-opportunities.htm>

**EDTC Meeting: February 15, 2018
Research Notes**

File No. 3E

Item No. 180174

Researcher: SM Reviewer: TD

RESOLUTION APPROVING THE AGREEMENT TO HOST THE 2018 AIRPORT COUNCIL INTERNATIONAL – LATIN AMERICAN-CARIBBEAN CONFERENCE TO BE HELD IN MIAMI NOVEMBER 10-14, 2018; AUTHORIZING THE EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$75,000.00 IN AVIATION DEPARTMENT PROMOTIONAL FUNDS; WAIVING COMPETITIVE BID REQUIREMENTS OF SECTION 5.03(D) OF THE HOME RULE CHARTER, SECTION 2-8.1 OF THE MIAMI-DADE COUNTY CODE, AND IMPLEMENTING ORDER 3-38 BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT WITH RESPECT TO THE ACQUISITION OF GOODS AND SERVICES RELATING TO THIS EVENT; AND (II) WAIVE THE PROVISIONS OF RESOLUTION NO. R-130-06 REQUIRING A CONTRACT BE SIGNED BY A NON-GOVERNMENTAL ENTITY BEFORE SUBMISSION TO THE BOARD IN ORDER TO NEGOTIATE FINAL TERMS OF THE AGREEMENT IN ORDER TO PROCEED PLANNING IN A TIMELY MANNER

ISSUE/REQUESTED ACTION

Whether the Board should approve this Resolution approving the agreement to host the 2018 Airport Council International (ACI) - Latin American Caribbean Conference in Miami-Dade County.

APPLICABLE LEGISLATION/POLICY

Section 2-8.1 of the Code of Miami-Dade County requires formal sealed bids for purchases over \$250,000; describes the circumstances under which non-competitive purchases may be approved; establishes requirements for legacy purchases, designated purchases, and single vehicle leases; provides that procurement procedures shall be established by I.O. and approved by the Board.

https://library.municode.com/fl/miami_dade_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTIINGE_S2-8.1COPUGE

Implementing Order 3-38 governs the County's processes and procedures for the purchase of goods and services including professional services. It establishes the roles and responsibilities of the Internal Services Department, methods of purchasing goods and services, and the authority to award contracts. Contains requirements for access contracts, emergency purchases, bid waivers, confirmation purchases, and sole sources.

<http://www.miamidade.gov/aopdfdoc/aopdf/pdffiles/IO3-38.pdf>

Section 5.03(D) of the Home Rule Charter of Miami-Dade County governs contracts for public improvements and purchases of supplies, materials, and services other than professional shall be made whenever practicable on the basis of specifications and competitive bids.

<http://www.miamidade.gov/charter/library/charter.pdf>

Resolution No.R-130-06 adopted January 26, 2006 requiring the contract be signed by the non-governmental entity before submission to the Board in order to negotiate final terms of the Agreement to proceed with planning in a timely manner.

<http://www.miamidade.gov/govaction/matter.asp?matter=060239&file=false&yearFolder=Y2006>

PROCEDURAL HISTORY

Prime Sponsor: None

Requester/Department: Aviation Department

This Item has no procedural history.

EDTC Meeting: February 15, 2018
Research Notes

FISCAL IMPACT

Miami-Dade Aviation Department (MDAD) will be authorized to spend up to \$75,000 in Departmental promotional funds in addition to in-kind contributions such as staff time, if this Item receives Board approval. MDAD will fundraise through non-traditional ACI-LAC event sponsors to cover the cost, as stated by the mayoral memo.

ANALYSIS

If this Item received Board approval it will authorize MDAD to host and sponsor the ACI-Latin American Caribbean Conference in Miami-Dade County. ACI is an association for the world's airports. They are headquartered in Montreal, Canada. They operate as a non-profit organization, and have the purpose of promoting and advancing the various airports around the world. This Item also seeks to waive the requirements of Section 5.03 (D) of the Home Rule Charter, Section 2-8.1 of the Miami-Dade County and Implementing Order 3-38 which relates to bid procedures for the acquisition of goods and services. This is required for even services that need to be procured.

The agreement between the County and ACI states that the event will run from November 10th through November 14, 2018. The County is also responsible as part of their duties as host to provide for the transportation to and from airport and hotel to VIP delegates, ACI world Governing Board members, ACI-Latin American Caribbean board members, ACI-Latin American Caribbean Airport CEO's, ACI Regions Directors, and other VIP delegates.

The County will be responsible to organize, finance and implement a welcome dinner for 350 delegates including food and beverages, entertainment and networking, in addition to organizing, financing and implementing a dinner for ACI World Governing Board Members for 50 delegates.

The County will be responsible for co-financing the services of a Professional Conference Organizer, assigning a senior executive to act as a liaison with the ACI staff to coordinate overall activities, and to assign 305 staff members during the event to assist the onsite coordination of the event.

The County will be responsible to support the marketing of the event by participating in the promotion of the event; to coordinate with ACI sponsorships request in order to avoid duplication, to provide a courtesy gift to all delegates. More detail can be found in the agreement letter that's part of the mayoral memo.

The following questions were asked by OCA to the Aviation Department representative which are pending response:

1. Has MDAD ever hosted this event or a similar event and if so what was the final fiscal result?
2. Why should R-130-06 and IO 3-38 and Section 5.03D be waived and what is the consequence if they are not waived?
3. What are some of the non-traditional ACI-LAC sources and what is the fundraising target?
4. Will extra support staff and associated costs needed to host this even increase the expenditure past the \$75,000 mark?

ADDITIONAL INFORMATION

Information on ACI-Latin American Caribbean's website states the following, ACI-LAC is a regional office of Airports Council International, which represents the interests of airports operators for the Latin-American and Caribbean. Founded in 1991, the mission of ACI-LAC is to provide support for a secure, stable, efficient and environmentally compatible airport system. Currently, ACI-LAC has over 60 members operating more than 260 airports in 33 countries from the Latin-American and Caribbean region.

EDTC Meeting: February 15, 2018
Research Notes

Their objectives are to maximize airports contribution to develop and maintain a safe and viable industry in a responsible and sustainable way. To promote cooperation among all aviation industry sectors and its stakeholders, as well as national and international governments and organizations. Influence on standards, politics and practices of international, regional or national level based on established politics which represents airports priorities and interests. Assist the aviation system development through the public awareness of the economic and social importance of air transport development. Provide leadership in airport operations and management through the development of technical global standard and/or recommended practices. Maximize cooperation and mutual cooperation among airports. Provide industry knowledge, advice and assistance to the members, as well as promote professional excellence in airport management and operation. Develop organizational capacity and ACI-LAC resources in order to serve the members in an efficient and effectively way.

<http://www.aci-lac.aero/About-ACI-LAC/Mission-and-Objectives>

EDTC Meeting: February 15, 2018
Research Notes

File No. 3F

Item No. 180181

Researcher: SM Reviewer: TD

RESOLUTION APPROVING NON-EXCLUSIVE CONTRACT FOR THE MIAMI-DADE AVIATION DEPARTMENT, PAVEMENT REPAIRS CONTRACT, PROJECT NO. RM-6-18/20, TO GENERAL ASPHALT CO., INC. FOR A MAXIMUM AMOUNT OF \$19,267,353.26 INCLUDING THE INSPECTOR GENERAL ACCOUNT IN THE AMOUNT OF \$48,048.26, FOR A TERM OF THREE YEARS WITH THREE ONE YEAR OPTIONS TO RENEW, AND; AUTHORIZING COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME, AND TO EXERCISE THE TERMINATION AND EXTENSION PROVISIONS CONTAINED THEREIN

ISSUE/REQUESTED ACTION

Whether the Board should approve this Resolution approving the Non-Exclusive Contract for the Miami-Dade County Aviation Department (MDAD), pavement repairs contract, project No. RM-6-18/20, to General Asphalt Co., Inc. for a maximum amount of \$19,267,353.26 including the Inspector General account in the amount of \$48,048.26, for a term of three years with three one year options to renew.

APPLICABLE LEGISLATION/POLICY

Code Section 2-8.3 of Miami-Dade County requires the County Mayor to review responses to solicitations and to recommend the appropriate action to the County Commission. The recommendation shall be in writing, filed with the Clerk of the Board, and mailed to all participants no later than 10 days prior to any Commission meeting in which such recommendation is scheduled to be presented. The Board may waive the requirements of this section by a 2/3 vote of the County Commission.

https://library.municode.com/fl/miami-dade-county/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTIINGE_S2-8.3MARE

Code Section 2-11.16 of Miami-Dade County governs County construction contracts as it applies to competitively bid County contracts in excess of one hundred thousand dollars (\$100,000.00) for the construction, alteration, and/or repair, including painting or decorating, of public buildings or public works.

https://library.municode.com/fl/miami-dade-county/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTIINGE_S2-11.16COCOCO

Resolution R-187-12 adopted February 21, 2012 directs the County Mayor to include due diligence information in memoranda recommending certain contract awards.

<http://www.miamidade.gov/govaction/legistarfiles/Matters/Y2012/120287.pdf>

PROCEDURAL HISTORY

Prime Sponsor: None

Requester/Department: Aviation Department

This Item has no procedural history.

FISCAL IMPACT

The total maximum contract amount is \$19,267,353.26 as stated per the agreement, however it is subject to additions and deductions as may be provided further in the contract documents. Partial and final payments will be made as provided for in the contract documents. Any unspent amount remains the property of the owner.

EDTC Meeting: February 15, 2018
Research Notes

ANALYSIS

If this Item receives Board approval it will award the contract to General Asphalt CO, Inc. for pavement repairs, for a contract term of three years with three one year options to renew. The pavement repair will occur at Miami International Airport, Miami-Opa Loca, Miami Executive, Miami Homestead General Aviation, and Dade Collier Training and Transition Airports. This is important for the rehabilitation and reconstruction of the aforementioned airports. General Asphalt Company, Inc. is one of the largest heavy highway and civil contractors in South Florida within the private sector. They have operated in South Florida since their inception in the year 1966.

Per the contract agreement the initial term is for 1095 calendar days from the date of the first Task Order. MDAD can at their option extend this contract for up to three additional one-year periods in addition to the time stated in the contract.

The contract states that the duration of each project will be defined by each task order time as the project will begin from the date of issuance of the task order. There are restriction as to when the contractor can begin and complete work as it relates to Miami International Airport. For nighttime work the contractor will have a time frame between 11.00 P.M through 7.00 A.M. This could change depending on the direction of the Project Manager, or what is noted in the task order.

There are liquidated damages which will be enforced if there are non-excusable delays. Miami International Airport has per the contract agreement, established a maximum rate of \$2,000 per quarter hour for each nighttime operations task order. This will occur if there is a delay in the daily opening of the runway or taxiway to aircraft traffic beyond the time specified in the task order.

The liquidated damages for each non-nighttime operations task order are established at a maximum rate of \$1,000 per day for work at Miami International Airport and \$500 per day for all other airports, if there are non-excusable delays. This will be deducted from the task order amount for each calendar day of delay, as stated per the contract agreement.

As previously stated the total maximum contract amount is the following:

Total Unit and L.S Price Items (Item A) (Bid Form Schedule of Prices Nos. 1-63	\$15,469,305
Dedicated Allowance Account(Item B) (Three additional one-year option to renew periods at an amount not to exceed \$1,250,000 per term	\$3,750,000
Inspector General Audit Account (Item C) (1/4% of Total bid Item A plus Item B)	\$48,048.26
Total Maximum Contract Amount	\$19,267,353.26

OCA will forward the following question to the Department Representative:

1. Will this contract provide more local employment in Miami-Dade County?

ADDITIONAL INFORMATION

The website of General Asphalt states that the company's two manufacturing plants help produce over 500,000 tons of asphalt per year consisting of hot mix, warm mix and cold patch asphalt required for our projects, but also available for sale to local paving companies. They operate in the public sector as well as the private from paving residential areas to airports. <http://generalasphalt.com/services/private-sector/>

EDTC Meeting: February 15, 2018
Research Notes

Item No. 3G
File No. 180155

Researcher: JFP Reviewer: PGE

RESOLUTION APPROVING TELEVISION, FILM AND ENTERTAINMENT PRODUCTION INCENTIVES PROGRAM GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND JOEY DEDIO PRODUCTIONS, LLC. FOR A PILOT FOR A TELEVISION SERIES, "TIO PAPI" IN THE AMOUNT OF \$100,000.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND ENFORCE SAME AND EXERCISE THE RIGHTS AND PROVISIONS THEREIN, INCLUDING TERMINATION

ISSUE/REQUESTED ACTION

Whether the Board should approve an application submitted to the TV, Film and Entertainment Production Incentives Program by Joey Dedio Productions, LLC for a grant of \$100,000 to help fund the local filming of a television series pilot, "Tio Papi".

APPLICABLE LEGISLATION/POLICY

Resolution No. R-783-17, adopted by the Board on July 18, 2017, creates the TV, Film and Entertainment Production Incentives Program with the intent of awarding grants to incentivize production in Miami-Dade County in the absence of a state incentive.

<http://www.miamidade.gov/cob/library/Registry/Resolutions/Board-of-County-Commissioners/2017/R-783-17.pdf>

PROCEDURAL HISTORY

Prime Sponsor: None

Department/Requester: Regulatory and Economic Resources

This item has no procedural history.

FISCAL IMPACT

The grant application of Joey Dedio Productions, LLC to the TV, Film and Entertainment Production Incentives Program is for the maximum award amount of \$100,000, which would come from the Countywide General Fund. The total project budget is \$1,074,802.

The total expected local expenditure during the 20 production days is projected at \$1 million. The project will also employ over 50 Miami-Dade County residents, amassing to 80% of the entire cast and crew.

ANALYSIS

Joey Dedio Productions, LLC applied for a grant of \$100,000 to help fund the local filming of a television series pilot, "Tio Papi", in Miami-Dade County. The grant is through the TV, Film and Entertainment Production Incentives Program established by the Board in July 2017 to incentivize local production of TV, film and entertainment projects, filling the void of an expired state incentive program that was not renewed by the Florida State Legislature in 2016.

The local expenditures resulting from the filming of this television pilot in Miami-Dade County are expected to be \$1 million—10 times the grant amount. 100% of the television show pilot will be filmed in Miami-Dade County, if the grant application is approved. While wanting to film in Miami given that the story is set in Miami, Joey Dedio Productions, LLC will have to consider Atlanta, GA due to its offered tax incentives if this grant is ultimately not approved.

EDTC Meeting: February 15, 2018
Research Notes

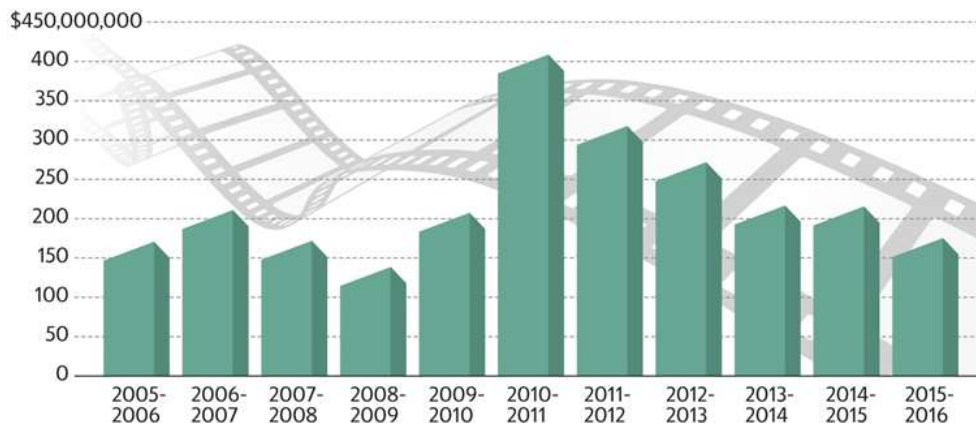
“Tio Papi”, based on the HBO television movie of the same name, is expected to meet all of the grant requirements as listed below, given the information provided in its application.

- The project must be a production, defined as a theatrical or direct-to-video motion picture; a made-for-television motion picture; visual effects or digital animation sequences produced in conjunction with a motion picture; a commercial; an industrial or educational film; a documentary film; a television pilot program; a presentation for a television pilot program; a television series, including, but not limited to, a drama, a comedy, a soap opera, a telenovela or a miniseries production; or a Digital Media Project by the entertainment industry, with some exceptions (weather or market program; sporting event or sporting broadcast; gala; production that solicits funds; home shopping program; political program; political documentary; political advertising; gambling-related project or production; concert production; local, regional, or Internet-distributed-only news show or sports news or sports recap show; pornographic production; or any production deemed obscene under Florida law.
- The production project must spend a minimum of \$1,000,000 in Miami-Dade County on qualifying payroll and qualifying expenses. Qualifying payroll is defined as payment of salary to Miami-Dade County residents for work performed from the first day of pre-production to the last day of post-production (“Duration of Project”). Additionally, each project can include qualifying ancillary expenditures from businesses that are located within the Miami-Dade County boundaries.
- The maximum grant amount that will be awarded per production project is \$100,000.
- Each project is required to hire a minimum of 50 main cast and crew (employees) that are Miami-Dade County residents. The employment of the 50 main cast and crew is for the duration of the project: from commencement of principal photography until the wrap of principal photography. Additionally, productions that have a cast and crew of 110 personnel or more will be required to have at least 60 percent of the total cast and crew (employees), excluding extras/background talent, be Miami-Dade County residents.

ADDITIONAL INFORMATION

The Florida Entertainment Incentive program was launched in 2010 with a pool of \$296 million in tax credits for film, TV and video productions for eligible projects which had 60% of the cast and crew based in Florida. The funding was depleted in three years due to extensive interest in the program. Funding was not replenished in subsequent years.

**Direct Spending of Permitted Productions on Public Properties in Miami-Dade County,
City of Miami, and City of Miami Beach by Year**



Source: Miami-Dade County Film & Entertainment Office

EDTC Meeting: February 15, 2018
Research Notes

In the absence of an incentive program, notable TV, film and entertainment projects set in Florida have been produced elsewhere, namely Georgia, Louisiana, California, and other states where tax incentives exist for the industry, with some states offering as much as 30% in tax credits.

ADDITIONAL INFORMATION

<http://www.miamidade.gov/releases/2017-07-18-rer-filmiami-incentive-program.asp>

<http://www.filmiami.org/>