

Memorandum



Date: January 22, 2020

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

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, likely of Carlos A. Gimenez, the Mayor.

Agenda Item No. 3(B)(3)

Resolution No. R-12-20

Subject: Resolution Ratifying Execution of a Grant Agreement with the Florida Inland Navigation District Providing Funds for the Removal and Disposal of Derelict Vessels located in Tidal Waters of Miami-Dade County

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution ratifying the execution of a Small-Scale Derelict Vessel Removal Project Agreement with the Florida Inland Navigation District. Agreement No. ICW-DA-19-01 is attached as Exhibit A to the resolution.

Scope

The derelict vessels were removed from Commission District 3, represented by Chairwoman Audrey M. Edmonson, and Commission District 7, represented by Commissioner Xavier L. Suarez.

Fiscal Impact/Funding Source

The Agreement provided \$30,000.00 to Miami-Dade County for fiscal year 2018-2019 on a reimbursement basis to offset the total contracted costs of \$40,900.00 to remove and dispose of seven derelict vessels in Biscayne Bay. The remaining amount of \$10,900.00 was paid with \$7,225.00 from the Biscayne Bay Environmental Enhancement Trust Fund (BBEETF), which the Board previously authorized under Resolution No. R-614-14, and \$3,675.00 from the City of Miami.

Track Record / Monitor

The Chief of the Natural Resources Division within the Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM), Lisa Spadafina, monitored the activities performed with these funds and is monitoring the grant administration.

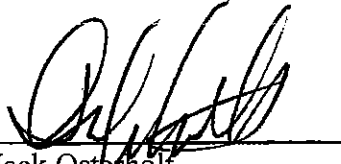
Background

Derelict and abandoned vessels adversely impact the marine environment and aesthetics of coastal areas and can pose a serious and substantial threat to navigation and to the public's health and safety. DERM conducts derelict vessel removal and disposal projects as part of its Biscayne Bay restoration and enhancement efforts and frequently seeks grant funding to help support these activities.

Under the attached Agreement, the Florida Inland Navigation District Small-Scale Derelict Vessel Removal Program awarded \$30,000.00 in grant funding to the County for the removal and disposal of seven derelict vessels located in the vicinities of Pelican Harbor Marina and Dinner Key Marina. The Agreement requires a 25 percent match that was met with funds from the Biscayne Bay Environmental Enhancement Trust Fund and from funds paid by the City of Miami. The seven boats ranged in size from 26 feet to 36 feet and were removed and disposed in August and September of 2019.

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
Page 2

Because this grant is less than \$100,000.00 and met the criteria set forth in Resolution No. R-1170-06, Agreement No. ICW-DA-19-01 was signed by the Mayor's designee on October 9, 2019, was fully executed on October 15, 2019, and is hereby submitted to the Board for ratification.

A handwritten signature in black ink, appearing to read "Jack Osterholt", written over a horizontal line.

Jack Osterholt
Deputy Mayor

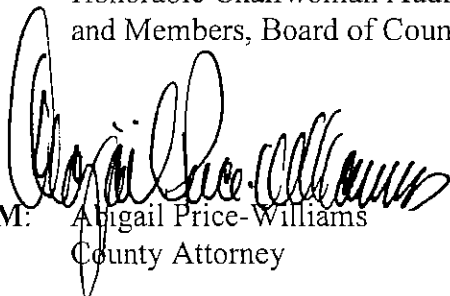


MEMORANDUM

(Revised)

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

DATE: January 22, 2020

FROM: 
Abigail Price-Williams
County Attorney

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

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(3)
1-22-20

RESOLUTION NO. R-12-20

RESOLUTION APPROVING GRANT AGREEMENT NO. ICW-DA-19-01 WHICH PROVIDED \$30,000.00 IN GRANT FUNDS TO MIAMI-DADE COUNTY FROM THE FLORIDA INLAND NAVIGATION DISTRICT FOR THE REMOVAL AND DISPOSAL OF ABANDONED AND DERELICT VESSELS IN BISCAYNE BAY; AND RATIFYING THE EXECUTION OF SAID GRANT AGREEMENT

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

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

Section 1. This Board approves Grant Agreement No. ICW-DA-19-01, in substantially the form attached hereto and made part hereof as Exhibit 1, between the Florida Inland Navigation District and Miami-Dade County which provided \$30,000.00 to Miami-Dade County for the removal and disposal of abandoned and derelict vessels located in Biscayne Bay.

Section 2. This Board ratifies the County Mayor's designee's execution of Grant Agreement No. ICW-DA-19-01.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** 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	absent
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 22nd day of January, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Linda L. Cave

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Abbie Schwaderer-Raurell

EXHIBIT 1

SMALL-SCALE DERELICT VESSEL REMOVAL PROJECT AGREEMENT

PROJECT NO. ICW-DA-19-01

This Agreement is entered into this 15th day of October, 2019 by and between the FLORIDA INLAND NAVIGATION DISTRICT ("FIND") and MIAMI-DADE COUNTY (the "Project Sponsor"). Nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28 Florida Statutes.

WHEREAS, Project Sponsor has requested that FIND provide a portion of the funding needed for a Small-Scale Derelict Vessel Removal Project in Miami-Dade County, as detailed in Exhibit A; and

WHEREAS, FIND is willing to provide such assistance for the removal of eligible derelict vessel(s) along the Intracoastal Waterway in Miami-Dade County, subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Subject to the provisions of this Agreement, Project Sponsor shall coordinate the work for the Project. Project Sponsor agrees, with respect to the Project, that as between the parties to this Agreement, it shall be solely responsible for any claims for damages resulting therefrom. Project Sponsor agrees to indemnify FIND, its Commissioners, employees, and agents, from any and all liabilities, claims, costs, damages, and expenses (including court costs and attorneys' fees) arising from or related to Project Sponsor's actions regarding the Project.

2. FIND shall provide an amount not to exceed \$30,000.00 for the components of the project set forth in Exhibit A, with FIND paying the Project Sponsor up to seventy-five percent (75%) of the amount actually expended for each component, up to the amount listed on Exhibit A for said component, which shall also be in compliance with the District's policy on Small-Scale Derelict Vessel Removal projects Exhibit D.

3. Project Sponsor shall complete, or cause to be completed, the Project and submit all required payment reimbursement information on or before September 30, 2021. The District, by prior written approval, may extend funding under this Interlocal Agreement for one (1) year to September 30, 2022, with such extension of the Project period being at the sole discretion of the District. Any request for extension of the Project period and associated funding beyond September 30, 2021, shall

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require submittal by the Project Sponsor of a request for extension to the District, accompanied by a status report of the Project, no later than June 30, 2021. This extension request will then be considered by the District's Board, which decision shall be final.

4. The Project Sponsor, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the PROJECT AMOUNT less any prior installment payments. The Payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT (proof of payment and reimbursement request (Exhibit C), (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit B), and (4) submission of a photograph(s) of the completed PROJECT(s).

5. Project Sponsor shall, upon request by FIND, provide a report of final expenses incurred on the Project. The Project Sponsor shall also retain all records supporting costs of the Project for three (3) years after the end of the fiscal year in which the Project is completed, except that such records shall be retained by Project Sponsor until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

6. If Project Sponsor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if Project Sponsor shall violate any of the covenants, terms, or stipulations of this Agreement, FIND shall thereupon have the rights to terminate this Agreement.

Notwithstanding the above, Project Sponsor shall not be relieved of liability for damages or expenses as contemplated herein sustained by FIND by virtue of any breach of the Agreement by Project Sponsor.

7. Any notice or other written communications between Project Sponsor and FIND shall be considered delivered when posted by certified mail or delivered in person to the respective party at the address indicated below (see next page):

To FIND:	Florida Inland Navigation District 1314 Marcinski Road Jupiter, Florida 33477 Attention: Executive Director
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To the Project Sponsor:	Miami-Dade County 701 NW 1 Court, 6th Floor Miami, FL 33136 Attention: Environmental Resources Project Supervisor
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8. This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation or agreements, either verbal or written between the parties hereto. This Agreement shall not be modified unless in writing and signed by both parties hereto.

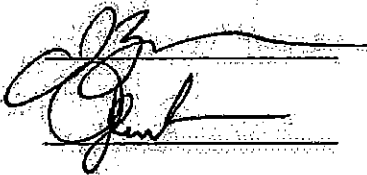
9. This Agreement shall be interpreted and construed pursuant to the laws of the State of Florida. In the event of any litigation arising hereunder, the venue of any such litigation shall be had only in the courts of Palm Beach County, Florida.

10. The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign this Agreement nor any interest hereunder without the express prior written consent of the other party.

11. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

WITNESSES:



FLORIDA INLAND NAVIGATION DISTRICT

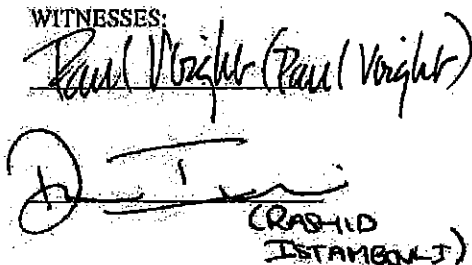
By: _____

Executive Director

DATE: _____

10-15-19

WITNESSES:



(RAD-110
ISTAMBUL-J)

PROJECT SPONSOR

By: _____

Title: _____

DEPUTY MAYOR JACK OSTERHOLT

DATE: _____

10/9/19

EXHIBIT A

FLORIDA INLAND NAVIGATION DISTRICT
SMALL-SCALE DERELICT VESSEL REMOVAL PROGRAM APPLICATION

PROJECT COST ESTIMATE

(See Rule Sections 66B-2.005, 2.008 & 2.015 for eligibility and funding ratios)

APPLICANT: Miami-Dade County RER-DERM

PROJECT: Biscayne Bay Derelict Vessel Removal & Disposal

VESSEL LOCATION AND IDENTIFICATION: See attached.

Project Elements	Vessel Cost	Applicant's Cost	FIND Cost
<i>Removal and disposal of seven derelict vessels between 26 and 36 feet in length</i>			
1) FWSB-19-OFF-5922 (30' powerboat)	\$7000.00	\$1750.00	\$5250.00
2) DERMDV19-005 (27' powerboat)	\$6500.00	\$1625.00	\$4875.00
3) FWSB-17-OFF-4115 (29' sailboat)	\$4000.00	\$1000.00	\$3000.00
4) DERMDV19-007 (29' sailboat)	\$3500.00	\$875.00	\$2625.00
5) CMPD1812260097013 (31' sailboat)	\$4500.00	\$1125.00	\$3375.00
6) CMPD1904260030888 (26' sailboat)	\$3400.00	\$850.00	\$2550.00
7) DERMDV19-009 (36' sailboat)	\$12000.00	\$3675.00	\$8325.00

**** TOTALS =** \$ 40,900.00 \$ 10,900.00 \$ 30,000.00

EXHIBIT B
FLORIDA INLAND NAVIGATION DISTRICT
SMALL-SCALE DERELICT VESSEL REMVOAL PROGRAM

Project Completion Certification

Sponsor: _____

Project Title: _____ Project #: _____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Attachment "A" and Paragraph 2 of the Project Agreement. *

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

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

FIND Form No. 90-13
(Effective Date: 12-17-90, Revised 7-30-02)

EXHIBIT C

**FLORIDA INLAND NAVIGATION DISTRICT
DERELICT VESSEL REMOVAL PROGRAM
PAYMENT REIMBURSEMENT REQUEST FORM**

PROJECT NAME: _____ PROJECT #: _____

PROJECT SPONSOR: _____

Amount of Assistance		_____
All Funds Previously Requested	$\frac{2}{-}$	_____
Balance Available	=	_____
Funds Requested		_____
Less Retainage (-10% unless final)	$\frac{2}{-}$	_____
Check Amount	=	_____
Balance Available		_____
Less Check Amount	$\frac{2}{-}$	_____
Balance Remaining	=	_____

SCHEDULE OF EXPENDITURES

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

EXHIBIT D (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost
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Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

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

EXHIBIT D
Small-Scale Derelict Vessel Removal Projects Rule (Rule 66B-2.015)

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.