

Memorandum



Date: May 5, 2020

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

Agenda Item No. 8(L)(5)

From: Carlos A. Gimenez
Mayor

Resolution No. R-399-20

Subject: Resolution Approving an Amendment to a Grant Agreement between Miami-Dade County and the Florida Department of Environmental Protection for the Florida City Canal Outfalls and Equalizers Improvement Project, and Authorizing Execution of the Amendment

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Amendment No. 2 (Amendment) to Grant Agreement No. LP13104 (Agreement) between the Florida Department of Environmental Protection (FDEP) and Miami-Dade County for the Florida City Canal Outfalls and Equalizers Improvement Project, and authorize the County Mayor or his designee to execute the attached Amendment and to execute time extension amendments to this Agreement, if needed, provided that no additional funds are required. The Amendment is attached as Exhibit A to the resolution.

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

Scope

The project will improve nine outfalls and equalizers along the Florida City Canal in Commission District 9, represented by Commissioner Dennis C. Moss.

Fiscal Impact/Funding Source

The Amendment will have no fiscal impact to the County. Under the original Agreement No. LP13104 and the proposed Amendment, FDEP will reimburse the County up to \$500,000.00 of an estimated total project cost of \$840,000.00. Initial funding and the balance of \$340,000.00 will be from Miami-Dade County Stormwater Utility fees (Index Code PE349076).

Track Record/Monitor

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

Background

On July 10, 2018, the Board approved Resolution No. R-671-18, which ratified the execution of Grant Agreement No. LP13104 and Amendment No. 1 for a grant of \$500,000.00 from FDEP to the

County to design and modify nine flood control structures under the Florida City Canal Outfalls and Equalizers Improvement Project. The County subsequently applied for the required environmental permits from various regulatory agencies. The County received the required permits from the South Florida Water Management District and from Miami-Dade County DERM by July 2019. However, due to uncertainty in the timeframe associated with obtaining the remaining permit from the United States Army Corps of Engineers, the County requested that FDEP extend the Agreement beyond the current expiration date of June 30, 2020. The proposed Amendment allows a one-year time extension and revises portions of the Agreement as described above. The County has just recently received the final required permit from the United States Army Corps of Engineers and is now prepared to move forward with project construction. Amendment No. 2 is necessary to allow time for the project to be constructed.

Delegated Authority

The Board authorizes the County Mayor or County Mayor's designee to execute amendments for extensions of time to the Agreement, if needed, provided that no additional County funds are required.



Jack Osterholt
Deputy Mayor



MEMORANDUM
(Revised)

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

DATE: May 5, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(L)(5)

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. 8(L)(5)
5-5-20

RESOLUTION NO. _____ R-399-20

RESOLUTION APPROVING AMENDMENT NO. 2 TO GRANT AGREEMENT NO. LP13104 BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE FLORIDA CITY CANAL OUTFALLS AND EQUALIZERS PROJECT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME, AND EXERCISE THE RIGHTS CONTAINED THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ADDITIONAL AMENDMENTS FOR EXTENSIONS OF TIME

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

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

Section 1. This Board hereby approves Amendment No. 2, in substantially the form attached hereto and made a part hereof as Exhibit A, to Grant Agreement No. LP13104 between Miami-Dade County and the Florida Department of Environmental Protection.

Section 2. This Board hereby authorizes the County Mayor or County Mayor's designee to execute same and the rights contained therein.

Section 3. This Board hereby authorizes the County Mayor or County Mayor's designee to execute additional amendments to Grant Agreement No. LP13104 for extensions of time only, if needed, provided that no additional County funds are required.

The foregoing resolution was offered by Commissioner **Audrey M. Edmonson** , 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.	absent		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		

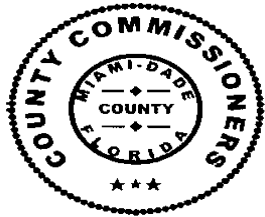
The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of May, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by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

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

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk



Approved by County Attorney as to form and legal sufficiency.

Abbie Schwaderer-Raurell

EXHIBIT A

**AMENDMENT NO. 2
TO AGREEMENT NO. LP13104
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
MIAMI-DADE COUNTY**

This Amendment to Agreement No. LP13104, as previously amended, (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Miami-Dade County, (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Florida City Canal Outfall and Equalizer Improvements, effective November 30, 2017; and,

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

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

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

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

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

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

Scrutinized Companies.

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

4. **Attachment 3-1, Revised Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-2, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3** shall hereinafter refer to **Attachment 3-2, Revised Grant Work Plan**.

5. **Attachment 4, Public Records Requirements**, is hereby deleted in its entirety and replaced with **Attachment 4-1, Revised Public Records Requirements**. All references in the Agreement to **Attachment 4** shall hereinafter refer to **Attachment 4-1, Revised Public Records Requirements**.
6. **Exhibit D-1, Payment Request Summary Form**, is hereby deleted in its entirety and replaced with **Exhibit D-2, Revised Payment Request Summary Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit D**, shall hereinafter refer to **Exhibit D-2, Payment Request Summary Form**.
7. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LP13104 to be duly executed, the day and year last written below.

MIAMI-DADE COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title of Person Authorized to Sign

By: _____
Secretary or Designee

Print Name of Authorized Person

Print Name and Title of Authorized Person

Date: _____

Date: _____

Charles Richards, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

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

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

**ATTACHMENT 3-2
REVISED GRANT WORK PLAN**

PROJECT TITLE: Florida City Canal Outfall and Equalization Improvements

PROJECT LOCATION: The Project will be located along the south bank of the Florida City Canal between SW 112 Avenue and SW 137 Avenue in southern Miami-Dade County, Florida. The project coordinates are Lat/Long (25.44808, -80.392478).

PROJECT BACKGROUND: The infrastructure along the Florida City Canal over-drains and degrades publicly owned wetlands acquired by Miami-Dade County's (Grantee) Environmentally Endangered Lands Program. These lands are needed for regional restoration as indicated by the Comprehensive Everglades Restoration Plan. The funding will be used to design and construct flood control gates for the existing outfalls and equalizers on the southern bank of the Florida City Canal.

PROJECT DESCRIPTION: The Grantee will design and construct approximately nine flood control gates for existing outfalls and equalizers along the southern bank of the Florida City Canal. The improvements will reduce saltwater intrusion and help mitigate wetland degradation.

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

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of approximately nine flood control gates for existing outfalls and equalizers and obtain all necessary permits for construction of the project.

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

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

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

Task 2: Project Management

Deliverables: The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractor, and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

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

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

Task 3: Construction

Deliverables: The Grantee will construct approximately nine flood control gates for existing outfalls and equalizers in accordance with the construction contract documents.

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

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

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

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

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$10,000	07/01/17	12/31/2020
		Salaries	\$9,561		
		Fringe	\$5,439		
2	Project Management	Salaries	\$15,935	07/01/17	12/31/2020
		Fringe	\$9,065		
3	Construction	Contractual Services	\$450,000	07/01/17	12/31/2020
Total:			\$500,000		

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SALARY AND FRINGE BENEFITS BY TASK: Cost reimbursable funding or match hourly and fringe rate(s) by position may not exceed those indicated below.

Task Number	Position Title	Hourly Rate	Fringe Rate (%)
1	Senior Professional Land Surveyor	\$61.00	36.26
1 & 2	Engineer III	\$55.00	36.26
1 & 2	Drafting Specialist	\$30.00	36.26
1 & 2	Senior Professional Engineer	\$61.00	36.26
1 & 2	Environmental Resources Project Supervisor	\$44.00	36.26
2	Flood Plain Program Supervisor	\$50.00	36.26
2	Flood Plain Construction Inspector	\$35.00	36.26

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements**

Attachment 4-1

1. Public Records.

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

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

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

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

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