Memorandum

MIAMI-DADE COUNTY

Date:	September 1, 2021
To:	Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners
From:	Daniella Levine Cava Mayor
Subject:	Resolution Approving an Amendment to the Engineering, Mapping, Surveying, and Water Monitoring State of Florida Department Funded Agreement No. AS715 between the Florida Department of Transportation District Six and Miami-Dade County, Acting through the Miami-Dade County Stormwater Utility, Authorizing Execution of the Amendment, and Delegating Authority to the County Mayor or County Mayor's Designee to Execute Additional Amendments for Extension of Time

Agenda Item No. 8(L)(1)

Resolution No. R-818-21

Daniella Levine Cava

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Amendment No. 1 (Amendment) to the Department Funded Agreement No. AS715 (Agreement) between the Florida Department of Transportation (FDOT) District Six and Miami-Dade County (County), acting through the Miami-Dade County Stormwater Utility, authorize the County Mayor or County Mayor's designee to execute the attached Amendment, and delegate authority to the County Mayor or County Mayor's designee to execute additional amendments for time extension to this Agreement, if needed, provided that no additional funds are required. Amendment No.1, attached to the resolution as Exhibit 1, will change the expiration date of the Agreement from September 30, 2021 to September 30, 2022.

Scope

The scope of the Agreement and Amendment is countywide.

Fiscal Impact/Funding Source

The Amendment is for an extension of time only and does not change the dollar amount being reimbursed to the County pursuant to the original Agreement between the County and FDOT. FDOT District Six has programmed funding for the work being performed under the Agreement by the County and has agreed to reimburse the County for eligible costs up to a not-to-exceed amount of $3,100,801.50 over the term of the Agreement, including an additional year. Initial funding will be from Miami-Dade County Stormwater Utility fees (Fund: SU002, Dept: RE04020200, Grant: NO-GRANT).

Track Record/Monitor

The Chief of Water Management within the Department of Regulatory and Economic Resources, Division of Environmental Resources Management, Marina Blanco-Pape, P.E., will be responsible for monitoring the proposed Agreement and Amendment.

Delegation of Authority

This item authorizes the County Mayor or County Mayor's designee to execute the attached

Amendment No. 1 and to execute additional amendments for time extensions, if needed, provided that no additional funds are required.

Background

To comply with requirements of its National Pollutant Discharge Elimination System (NPDES) permit, FDOT District Six is required to inventory, survey, and map its stormwater infrastructure, as well as monitor effluent discharges from its municipal separate storm sewer system outfalls for surface water standard compliance.

Pursuant to Resolution No. R-597-17, approved by the Board on June 6, 2017, the County has performed the above-mentioned NPDES activities on behalf of FDOT under FDOT Department Funded Agreement No. AS715. The original Agreement is attached to this memorandum as Attachment A. When that Agreement was originally negotiated between the County and FDOT, those negotiations were based on a five-year budget of $3,100,801.50, which originally contemplated a start date of October 1, 2016. However, the Agreement was not fully executed by both parties until August 14, 2017. In addition, there were unexpected delays encountered over the past year due to the COVID pandemic, and therefore it is necessary to extend the expiration date of the Agreement for an additional year from September 30, 2021 to September 30, 2022 to complete tasks that were budgeted for, but remain unfinished.

The attached Amendment will allow the County to continue performing NPDES related activities on behalf of the FDOT District Six for an additional year, from September 30, 2021 to September 30, 2022.

After approval and signing by the County, the Amendment will be forwarded to the FDOT for execution.

Jimmy Morales
Chief Operations Officer

Contract Number: AS715
CSFA/CFDA Number: 55.024

DEPARTMENT FUNDED AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
MIAMI-DADE COUNTY

THIS AGREEMENT is made and entered into this 14th day of August, 2017, between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and Miami-Dade County Stormwater Utility, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida, acting by and through the Department of Regulatory and Economic Resources (RER), Division of Environmental Resources Management (DERM), hereinafter referred to as the 'COUNTY'.

RECITALS:

WHEREAS, the Environmental Protection Agency (EPA) requires the DEPARTMENT to inventory, survey, map, and monitor discharges of pollutants to the DEPARTMENT'S Municipal Separate Storm Sewer System (MS4) under the National Pollutant Discharge Elimination System, hereinafter referred to as 'NPDES'; and

WHEREAS, the COUNTY has performed water sampling, monitoring, analyses, and technical report writing for the DEPARTMENT; and

WHEREAS, the COUNTY has surveyed and mapped roadways and highways to complete a stormwater inventory, and the DEPARTMENT has modeled the NPDES database after the COUNTY's Stormwater Utility Master Plan Program; and

WHEREAS, the development of a comprehensive Stormwater Management Master Plan is required as part of the five (5) year NPDES Permit, No. FLS000003, and in future permits, issued to both the COUNTY, as lead permittee, and the DEPARTMENT as co-permittee;

WHEREAS, pursuant to this requirement the DEPARTMENT has requested that the COUNTY continue to assist the DEPARTMENT's District Six office with the various activities and services, the individual elements of which are outlined in the attached Exhibit "A", 'Scope of Services', which is herein incorporated by reference and hereinafter referred to as the 'PROJECT'; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 430275-2-72-01, and has agreed to reimburse the COUNTY for eligible PROJECT costs up to a maximum limiting amount, as outlined in the attached Exhibits "B1" and "B2", 'Financial Summary', which is herein incorporated by reference; and

WHEREAS, the COUNTY has agreed to supervise and inspect all aspects of the PROJECT; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

   The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

   a. The COUNTY shall be responsible for assuring that the PROJECT complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

   b. The COUNTY shall submit this Agreement to its COUNTY Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'Miami-Dade County Resolution', and is herein incorporated by reference.

   c. The COUNTY shall be responsible for the administration, technical coordination and completion of the PROJECT as further identified in Exhibit "A" – Scope of Services.

   d. The COUNTY shall complete the PROJECT on or before **September 30, 2021**. All aspects of PROJECT, including the administration and technical coordination of the same, are subject to DEPARTMENT standards and specifications and must be in compliance with all governing laws and ordinances.

   e. The COUNTY shall not execute any contract or obligate itself in any manner requiring the disbursement of DEPARTMENT funds, including consulting or construction contracts or amendments thereto, with any third party with respect to the PROJECT without the prior written approval of the DEPARTMENT. The DEPARTMENT specifically reserves the right to review qualifications of any consultant or contractor and to approve or disapprove COUNTY employment of same.

f. The COUNTY's representative shall certify to the DEPARTMENT that the Consultant Selection Process by the COUNTY in procuring any consultant contract for engineering, architecture or surveying services entered into by the COUNTY for purposes of performing its duties under this Agreement has been accomplished in compliance with the Consultant's Competitive Negotiation Act **(Chapter 287.055, F.S.)** and in compliance with COUNTY procurement procedures.

g. The COUNTY's representative shall certify to the DEPARTMENT that the purchase of commodities or contractual services by the COUNTY has been accomplished in full compliance with the provisions of **Chapter 287.057 F.S.** or in compliance with COUNTY procurement procedures.

h. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

i. The COUNTY shall be solely responsible for resolving claims and requests for additional work for the PROJECT.

j. The DEPARTMENT shall reimburse the COUNTY for eligible PROJECT costs as defined in Exhibit "B1" and Exhibit "B2", 'Financial Summary', and in accordance with the financial provisions in Section 3 of this Agreement. Emergency contingency pay items shall be for costs and deliverables not specified in Exhibit "B1" and Exhibit "B2" but which are within the Scope of Services. Such payment items must be previously approved and authorized by the DEPARTMENT Project Manager.

k. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable with work or payment of work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

l. The COUNTY agrees to comply with **Section 20.055(5), F.S.,** and to incorporate in all subcontracts the obligation to comply with **Section 20.055(5), F.S.**

m. For continuity and availability of specialized service, such as, but not limited to specialized equipment, divers, and personnel certified to work in confined spaces that the COUNTY may not be able to offer, the COUNTY may contract to retain such services. Any such contracting shall be in compliance with all COUNTY procurement procedures and the COUNTY's representative shall certify to the DEPARTMENT its compliance with the COUNTY's procurement procedures.

3. FINANCIAL PROVISIONS

a. Eligible PROJECT costs may not exceed THREE MILLION ONE HUNDRED THOUSAND EIGHT HUNDRED AND 50/100 DOLLARS ($3,100,800.50) over the term of this Agreement. Currently, FIVE HUNDRED AND ONE THOUSAND DOLLARS are available under Financial Project Number # 430275-2-72-01, and further DEPARTMENT fiscal year funds, as outlined in Exhibit "B1" and Exhibit "B2" – Financial Summary, shall be authorized via Notice of Available Funds on or after July 1 of each fiscal year. Future year funding is contingent upon an annual appropriation. If additional funding is required, contingent upon DEPARTMENT approval, a supplemental agreement between the DEPARTMENT and the COUNTY authorizing the additional funding shall be executed prior to such costs being incurred.

b. The DEPARTMENT agrees to compensate the COUNTY for services described in Exhibit "A" – Scope of Services. The Method of Compensation is included as Exhibit B1 and Exhibit B2.

c. The COUNTY shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT, identified as Project Number 430275-2-72-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A" - Scope of Services. **(Section 287.058(1)(d) and (e), F.S.)**

d. Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post audit thereof, based on quantifiable, measureable and verifiable units of deliverables as established in Exhibit "A"– Scope of Services. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments. **(Section 287.058 (1)(a), F.S.)**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A"– Scope of Services was met.

f. There shall be no reimbursement for travel expenses under this Agreement.

g. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** If the DEPARTMENT determines that the performance of the COUNTY is unsatisfactory, the DEPARTMENT shall notify the COUNTY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The COUNTY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the COUNTY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the COUNTY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the COUNTY resolves the deficiency. If the deficiency is subsequently resolved, the COUNTY may bill the DEPARTMENT for the retained amount during the next billing period. If the COUNTY is unable to resolve the deficiency, the funds retained shall be forfeited at the end of the Agreement term. **(Section 287.058(1)(h), F.S.)**

h. The COUNTY providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than five (5) working days unless the bid specifications, purchase order, or contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. **(Section 215.422(1), F.S.)**

i. If payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. **(Section 215.422(3)(b), F.S.)**

j. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the COUNTY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516. **(Section 215.422(5) and (7), F.S.)**

k. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. **(Section 287.058(4), F.S.)**

l. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than 1 year."

m. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. **(Section 216.311, F.S.)**

n. The COUNTY shall:

(i.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the County during the term of the Agreement; and

(ii.) expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. **(Executive Order Number 2011-02)**

4. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

5. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the COUNTY expressed in writing, executed and delivered by each party.

6. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

7. COMMUNICATIONS

a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT:	Florida Department of Transportation 1000 Northwest 111 Avenue, Room 6202B Miami, Florida 33172-5800 Attn: Catrina Wilson, District Procurement Manager Ph: (305) 470-5326; Fax: (305) 470-5309
To COUNTY:	Miami-Dade County Dept. of Regulatory and Economic Resources Div. of Environmental Resources Management Water Management Division 701 NW 1st Court, Ste. 500 Miami, Florida 33136 Attn: Marina Blanco-Pape, P.E., Division Chief Ph: (305) 372-6950; Fax: (305) 372-6425

b. Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

8. EXPIRATION OF AGREEMENT

The COUNTY agrees to complete the PROJECT on or before **September 30, 2021**. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT's District Six

Secretary or Designee. Expiration of this Agreement will be considered termination of the PROJECT.

9. INVOICING

The COUNTY will invoice the DEPARTMENT on a quarterly basis for completed work. The COUNTY must submit the final invoice on this PROJECT to the DEPARTMENT within one hundred and twenty (120) days after the expiration of this Agreement.

10. AUDITS

State of Florida Single Audit Act requirements as outlined in the attached Exhibit "D", 'Audit Reports', are incorporated herein by reference.

11. PUBLIC RECORDS

The County shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the County in conjunction with this Agreement. Failure by the County to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.

12. ENTIRE AGREEMENT

This Department Funded Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

MIAMI-DADE COUNTY:	**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:**
BY: ____________________	**BY:** ____________________
COUNTY MAYOR OR DESIGNEE	**DISTRICT SECRETARY**
ATTEST: ____________________	**ATTEST:** ____________________
(SEAL) COUNTY CLERK	**(SEAL) EXECUTIVE SECRETARY**

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

LEGAL REVIEW:

____________________	____________________
Asst. **COUNTY ATTORNEY**	**DISTRICT CHIEF COUNSEL**

EXHIBIT "A"

SCOPE OF SERVICES

The PROJECT is comprised of the following elements:

1.0 Conduct Surveys and Mapping

1.1 The COUNTY shall conduct surveys of those DEPARMENT roadways where no design or "As-Built" plans are found. The surveys shall be conducted through the COUNTY's established survey crews or private surveying contracts, depending on surveying crew availability. The DEPARTMENT shall be charged for the direct man-hour cost and overhead expenses of obtaining these surveys if conducted through the COUNTY or the COUNTY's cost, if the survey is done through a private survey firm.

1.2 The survey shall consist of crown of the road elevation every 500 feet; catch basin grate elevation, catch basin type and dimensions, bottom of structure, incoming pipes material type, direction and origin of pipe and source upstream to next structure, invert elevation and diameter, bottom of swale and top of swale, if visible. The survey shall seek to identify the type of existing drainage system (positive, French drain, slab covered trench, etc.).

1.3 The COUNTY shall coordinate all maintenance support requests with the DEPARTMENT project manager or his designee. Some types of maintenance support that may be needed during survey related activities are:

a) Cleaning drainage structures of soil and debris

b) Opening welded manholes

c) Traffic management

The DEPARTMENT will be responsible for performing these maintenance activities.

1.4 The DEPARTMENT desires that the COUNTY assist the DEPARTMENT district office in conducting required inspections, monitoring, assessment, and televising of the DEPARTMENT owned facilities in accordance with the NPDES Application and Operating Permit.

2.0 Inspect and Clean Drainage Systems

The COUNTY shall provide contract services and management for the cleaning of selected drainage slab-covered trenches and related drainage systems identified by the DEPARTMENT. The COUNTY shall clean the slab-covered trenches and related drainage systems, and provide reports to the DEPARTMENT. Maintenance is limited to cleaning of inlet structures within ten feet of the inlet opening.

3.0 Information Technology Support

3.1 The COUNTY shall provide information technology support to the DEPARTMENT for this Agreement. The information technology support consists of hardware, software, and datasets, as detailed below:

3.1.1 <u>Hardware.</u> The COUNTY shall provide technical support for the project-related hardware (e.g. laptops, data storage devices) on an as-needed basis. Services to be provided by COUNTY include, but are not limited to, laptop repair / replacement and problem troubleshooting.

3.1.2 <u>Software.</u> The COUNTY shall provide technical support for the project-related software (i.e., ArcView, AutoCAD) on an as-needed basis. Services to be provided by COUNTY include, but are not limited to, license upgrades and problem troubleshooting.

3.1.3 <u>Datasets.</u> The COUNTY shall provide technical support for the project-related datasets (i.e., FDOT, DERM, and ITD) on an as-needed basis. Services to be provided by COUNTY shall include quarterly updating of the DEPARTMENT's District Six drainage structures datasets (i.e., shape files), which are maintained by the COUNTY, and quarterly updating of selected Miami-Dade County Information Technology Department (ITD) shape files (e.g., aerials, GIS coverages, properties) as they become available.

4.0 Illicit Discharge Inspection Program

Develop and implement an Illicit Discharge Inspection Program. The program will be based on a televising agenda to inspect requested DEPARTMENT lines for illicit connections, restrictions, infiltration, broken pipes and / or damaged connections, and the like.

5.0 Field Inspections

The COUNTY shall inspect the DEPARTMENT's facilities for NPDES compliance, sample as required, and report to the DEPARTMENT in writing, on those construction sites (permitted or none permitted) assigned for inspection by the DEPARTMENT. The

DEPARTMENT inspections performed by the COUNTY shall also include permitted facilities with non-stormwater discharges to the DEPARTMENT's municipal separate storm sewer system (MS4). The DEPARTMENT will generate a list and a priority schedule for the inspections.

6.0 Quality Assurance and Quality Control

During the implementation phase of the aforementioned tasks, the survey must meet the standards and be completed in accordance with the Minimum Technical Standards for Land Surveying in the State of Florida, set forth in Chapter 61G17-6 of the Florida Administrative Code.

7.0 Project Status

Project status meetings shall be conducted on an as-needed basis with representatives of the COUNTY and the DEPARTMENT.

8.0 Miscellaneous

8.1 The COUNTY shall record on USP Flash Drive (or other agreed upon data storage device) and report any PROJECT related televised inspections.

The COUNTY shall request and submit a Maintenance of Traffic (MOT) plan to be approved by the DEPARTMENT, as needed.

9.0 Water Monitoring, Sampling, and Evaluation

9.1 The COUNTY shall perform the timely preparation, coordination, and execution of a water sampling monitoring program required by the shared NPDES MS4 Permit.

9.2 The COUNTY shall provide the DEPARTMENT with Laboratory Sampling Reports concerning the NPDES parameters, as needed.

PROJECT Limits: District-Wide

FDOT Financial Project Number: 430275-2-72-01

County: Miami-Dade

FDOT Project Manager: Ricardo Salazar, P.E., 305-470-5264

COUNTY Project Manager: Marina Blanco-Pape, P.E., 305-372-6950

EXHIBIT "B1"

SURVEY AND MAPPING FINANCIAL SUMMARY

Estimated PROJECT costs and deliverables for reimbursement, on project 430275-2-72-01, are below-listed:

CATEGORIES	ITEM DESCRIPTION	ESTIMATED COSTS		
		Annual Cost: Year 1	Annual Cost: Years 2 to 5	5-Year Total
Project Management (County Staff)	SALARIES: (One Senior Professional Engineer x 2 mnth ~ $8.32K; One Engineer 3 x 1 mnth ~ $7.36K; Two Engineering Drafters II x 6 mnths ~ $45K; One Professional Land Surveyor x 2 mnth ~ $16.64K; One Floodplain Inspector x 2 mnths ~ $9.35K)	$ 86,670.00	$ 86,670.00	$ 433,350.00
	FRINGE: 36% of Salaries	$ 31,201.20	$ 31,201.20	$ 156,006.00
	OVERHEAD: 37% of Salaries	$ 32,067.90	$ 32,067.90	$ 160,339.50
	RENT: Full-time equivalent (FTE)	$ 12,741.00	$ 12,741.00	$ 63,705.00
Technical Services (Performed as Needed)	INFORMATION TECHNOLOGY SUPPORT: GIS, laptops, hard drives, electronic and software updates, data, training	$ 1,000.00	$ 1,000.00	$ 5,000.00
	SURVEYING AND MAPPING: County or Private Contractor	$ 200,000.00	$ 200,000.00	$ 1,000,000.00
	DRAINAGE INFRASTRUCTURE CLEANING: Slab covered trench, drainage structures, connecting pipes, waste disposal, etc.	$ -	$ 130,000.00	$ 520,000.00
	INFRASTRUCTURE INSPECTING AND ANALYSES: Televising, Inspections (e.g. illicit discharges, NPDES compliance), Engineering Analyses, Divers (culverts, pipes, etc)	$ -	$ 15,400.00	$ 61,600.00
	WATER MONITORING: Monitoring, sampling, and laboratory analyses	$ -	$ 5,000.00	$ 20,000.00
Equipment	VEHICLES / EQUIPMENT: Equipment purchase, maintenance, lease	$ 1,000.00	$ 1,000.00	$ 5,000.00
Emergency	CONTINGENCY	$ 45,000.00	$ 45,000.00	$ 225,000.00
	NOT-TO-EXCEED COSTS	$ 409,680.10	$ 560,080.10	$ 2,650,000.50
			EXHIBIT "B1" TOTAL COST:	$ 2,650,000.50

Notes:

(a) Category costs are estimates and the County, with prior approval from the Department Project Manager, may adjust such costs in order to accommodate the scope of work, provided that the maximum project costs are not exceeded

(b) Contingency pay items shall be reimbursed as authorized under Section 2(j) of this Agreement

(c) Surveying and mapping to be performed by County or private contractor

(d) Slab-covered trench cleaning cost estimated at $65/LF, 2000 LF/per annum. Out to bid – private contractor

EXHIBIT "B2"

WATER MONITORING FINANCIAL SUMMARY

Estimated PROJECT costs and deliverables for reimbursement, on project 430275-2-72-01, are below-listed:

CATEGORIES	ITEM DESCRIPTION	ESTIMATED COSTS Annual	ESTIMATED COSTS 5-Year
ADMINISTRATIVE	Fringe, salaries, overheads, etc.	$ 53,360.00	$ 266,800.00
EQUIPMENT AND SUPPLIES	Equipment Maintenance	$ 1,564.00	$ 7,820.00
	Operating Supplies	$ 4,048.00	$ 20,240.00
	Vehicle Operating Expenses	$ 2,024.00	$ 10,120.00
	Boat Operating Expenses	$ 1,840.00	$ 9,200.00
LABORATORY	Sample Analyses	$ 26,128.00	$ 130,640.00
EMERGENCY	Contingency	$ 1,196.00	$ 5,980.00
	NOT -TO-EXCEED COSTS	$ 90,160.00	$ 450,800.00

EXHIBIT "B2" TOTAL COST $ 450,800.00

Notes:
(a) Category costs are estimates and the County, with prior approval from the Department Project Manager, may adjust such costs in order to accommodate the scope of work, provided that the maximum project costs are not exceeded.
(b) Contingency pay items shall be reimbursed as authorized under Section 2(j) of this Agreement.
(c) Water monitoring, sampling, and analyses to be performed by County or private contractor.

EXHIBIT "C"

RESOLUTION

To be herein incorporated once approved by the COUNTY Commission.

Please see Miami-Dade County Resolution No. R-597-17.

EXHIBIT "D"

AUDIT REPORTS

The administration of resources awarded by the Department to **COUNTY** be subject to audits and/or monitoring by the Department, as described in this section. For further guidance, see the Executive Office of the Governor website, which can be found at: **www.fssa.state.fl.us** .

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to **COUNTY** regarding such audit. **COUNTY** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (Local Governmental Entity Audits) or 10.650 (Florida Single Audit Act: Audits Nonprofit and For-profit Organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1 of Exhibit "D" of this Agreement, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

      Florida Department of Transportation

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street

Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

   Florida Department of Transportation
   Office of Comptroller, MS 24
   605 Suwannee Street
   Tallahassee, Florida 32399-0405
   Email: FDOTSingleAudit@dot.state.fl.us

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT – 1

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount

Compliance Requirements

1.
2.
3.

STATE RESOURCES

State Agency	Catalog of State Financial Assistance (Number & Title)	Amount

Compliance Requirements

1.
2.
3.

Matching Resources for Federal Programs

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount

Compliance Requirements

1.
2.
3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

MEMORANDUM

(Revised)

TO:	Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners	**DATE:**	September 1, 2021
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Agenda Item No. 8(L)(1)

Please note any items checked.

_______ **"3-Day Rule" for committees applicable if raised**

_______ **6 weeks required between first reading and public hearing**

_______ **4 weeks notification to municipal officials required prior to public hearing**

_______ **Decreases revenues or increases expenditures without balancing budget**

_______ **Budget required**

_______ **Statement of fiscal impact required**

_______ **Statement of social equity required**

_______ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

___✓___ **No committee review**

_______ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**

_______ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved ________________________ Mayor

Veto __________

Override __________

Agenda Item No. 8(L)(1)
9-1-21

RESOLUTION NO. R-818-21

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE STATE OF FLORIDA ENGINEERING, MAPPING, SURVEYING, AND WATER MONITORING DEPARTMENT FUNDED AGREEMENT NO. AS715 BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND MIAMI-DADE COUNTY, ACTING THROUGH THE MIAMI-DADE COUNTY STORMWATER UTILITY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ADDITIONAL AMENDMENTS FOR EXTENSIONS OF TIME

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

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

Section 1. This Board hereby approves Amendment No. 1 to the Florida Department of Transportation (FDOT) Department Funded Agreement No. AS715 (Agreement) between the Florida Department of Transportation and Miami-Dade County, which extends the term of the Agreement from September 30, 2020 to September 30, 2021, in substantially the form attached hereto as Exhibit 1 and made a part hereof.

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

Section 3. The Board hereby authorizes the County Mayor or County Mayor's designee to execute additional amendments to Department Funded Agreement No. AS715 for extensions of time only, if needed, provided that no additional County funds are required.

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

Jose "Pepe" Diaz, Chairman **aye**
Oliver G. Gilbert, III, Vice-Chairman **aye**

Sen. René García	**absent**	Keon Hardemon	**aye**
Sally A. Heyman	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Joe A. Martinez	**aye**
Kionne L. McGhee	**aye**	Jean Monestime	**aye**
Raquel A. Regalado	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

Approved by County Attorney as
to form and legal sufficiency.

Abbie Schwaderer-Raurell

EXHIBIT 1

AMENDMENT NO. 1 TO DEPARTMENT FUNDED AGREEMENT

Extension to Contract Term
Amendment No. 1

Contract No.:	AS715
Project Description:	NPDES Program Miami-Dade Countywide Drainage & Mapping Infrastructure & Outfall Monitoring
Participant:	Miami-Dade County
Project No.(s):	430275-2-72-01
Current Contract Term:	August 14, 2017 to September 30, 2021
Amendment Execution Date:	

This Amendment to Contract No. AS715 (Contract) is made by and between the Florida Department of Transportation (Department), a component agency of the State of Florida, and Miami-Dade County Stormwater Utility (County), on the date last signed below.

WHEREAS, the Department entered into the Contract with the County for NPDES-related services such as Surveying, Mapping Infrastructure, and Outfall Monitoring, effective August 14, 2017; and,

WHEREAS, the County was unable to complete the tasks outlined in the Contract due to COVID-related delays; and

WHEREAS, the County has requested an extension of the Contract to complete unfinished tasks.

NOW THEREFORE, the Department and the County do hereby agree as follows:

1. The Contract is effective until September 30, 2022.

2. Section 2d. of the Agreement is hereby replaced with the following:

   The COUNTY shall complete the PROJECT on or before September 30, 2022. All aspects of the PROJECT, including the administration and technical coordination of the same, are subject to DEPARTMENT standards and specifications and must be in compliance with all governing laws and ordinances.

3. Section 8 of the Agreement is hereby replaced with the following:

   The COUNTY agrees to complete the PROJECT on or before September 30, 2022. If the COUNTY does not complete the PROJECT within this time period, this AGREEMENT will expire unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT's District Six Secretary or Designee. Expiration of this AGREEMENT will be considered termination of the PROJECT.

4. All other terms and conditions of the Contract shall remain unchanged.

MIAMI-DADE COUNTY:	**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:**
BY:	BY:
COUNTY MAYOR	DISTRICT SECRETARY
ATTEST: **(SEAL)**	**ATTEST:** **(SEAL)**
BY:	BY:
COUNTY CLERK	EXECUTIVE SECRETARY
LEGAL REVIEW:	**LEGAL REVIEW:**
BY:	BY:
COUNTY ATTORNEY	DISTRICT CHIEF COUNSEL