

Memorandum



Date: May 3, 2022

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(L)(3)

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Resolution No. R-424-22

Subject: Resolution Approving Amendment No. 1 Renewal to Contract No. GC-891 with the Florida Department of Environmental Protection for Miami-Dade County Petroleum Contamination Cleanup Site Management Activities and Ratifying the Actions of the County Mayor's Designee

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the Amendment No. 1 Renewal (Amendment) with the Florida Department of Environmental Protection (FDEP) to the existing Contract No. GC891 (Contract) for petroleum contamination cleanup site management activities in Miami-Dade County and ratify the actions of the County Mayor's designee in executing the Amendment. This Amendment extends the Contract until March 31, 2026 and makes certain substantive changes including adding new dispute resolution provisions and revising Task Assignment procedures.

Scope

This Contract provides services at petroleum contaminated sites Countywide.

Delegation of Authority

This resolution authorizes the County Mayor or County Mayor's designee to execute future amendments to Contract No. GC891 for time extension and to accept additional funds that may become available for this Contract on behalf of Miami-Dade County, Florida, following the approval of such amendments by the County Attorney's Office; and to exercise the provisions contained in this Contract, including the termination provisions.

Fiscal Impact/Funding Source

This Contract will compensate the County with an estimated \$1,121,431.00 in FY 2021-2022 to perform contracted services related to petroleum contamination cleanup site management. Similar annual compensation amounts are expected through the five-year period for an estimated total compensation of \$5,607,155.00 to the County.

Track Record/Monitor

The Environmental Monitoring and Restoration Division Chief within the Department of Regulatory and Economic Resources, Division of Environmental Resources Management, Wilbur Mayorga, P.E. will monitor the activities performed under this Contract.

Background

Since 1988, the Division of Environmental Resources Management has provided petroleum contamination cleanup services at sites Countywide under contracts with the Florida Department of Environmental Protection. Services include review of technical reports associated with the

cleanup of petroleum contaminated sites, management of the subconsultant/subcontractor activities under contract with FDEP, and all administrative duties required by the Petroleum Restoration Program. The State's delegation of these services to Miami-Dade County streamlines the petroleum contamination cleanup process for the public by combining the State and County reviews at the local level. Due to the County's past performance under these contracts, the Florida Department of Environmental Protection requested that the County continue these services under an Amendment for the renewal of the existing Contract for an additional 4-years 9-month period.

This Amendment extends the Contract until March 31, 2026 and makes certain substantive changes including adding new dispute resolution provisions and revising Task Assignment procedures. The original Contract No. GC-891, was approved by the Board under Resolution No. R-50-17 and would have expired on June 30, 2021. Before Contract No. GC-891 expired, this Amendment was executed by the County Mayor's designee on June 14, 2021 pursuant to Section 2-9 of the Code of Miami-Dade County (Code) which authorizes the execution of certain contracts with governmental entities on behalf of the County prior to Board approval. Pursuant to Section 2-10 of the Code, the Amendment is submitted for ratification by the Board.

Pursuant to Section 2-10 of the Code, the now amended Contract No. GC-891 will expire the earlier of (1) March 31, 2026, or (2) one year from the effective date of this Amendment if this Amendment is not ratified by the Board of County Commissioners.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 3, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(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. 8(L)(3)
5-3-22

RESOLUTION NO. _____ R-424-22

RESOLUTION APPROVING AMENDMENT NO. 1 RENEWAL TO CONTRACT NO. GC891 BETWEEN FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RELATING TO PETROLEUM CONTAMINATION CLEANUP SITE MANAGEMENT ACTIVITIES IN MIAMI-DADE COUNTY, WHICH PROVIDES FOR CONTINUED DELEGATION OF CERTAIN ACTIVITIES TO THE COUNTY, FOR WHICH THE COUNTY WOULD BE COMPENSATED AN ESTIMATED TOTAL OF \$5,607,155.00; RATIFYING THE COUNTY MAYOR'S DESIGNEE'S EXECUTION OF SAID CONTRACT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED THEREIN INCLUDING THE TERMINATION PROVISIONS AND EXECUTE AMENDMENTS ONLY FOR TIME EXTENSIONS OR TO ACCEPT ADDITIONAL FUNDS

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 Amendment No. 1 Renewal for Contract No. GC891 for Petroleum Contamination Cleanup Site Management Activities between the Florida Department of Environmental Protection and Miami-Dade County, in substantially the form attached hereto as Attachment A and made a part hereof.

Section 2. This Board ratifies the County Mayor's designee's execution of the attached Amendment No. 1 and authorizes the County Mayor or County Mayor's designee to execute future amendments to Contract No. GC891 for time extension and to accept additional funds that may

become available for this contract on behalf of Miami-Dade County, Florida, following the approval of such amendments by the County Attorney's Office; and to exercise the provisions contained in this contract, including the termination provisions.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** 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	aye	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		

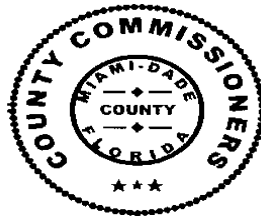
The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of May, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by 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

Basia Pruna

By: _____
Deputy Clerk



Approved by County Attorney
as to form and legal sufficiency.

Abbie Schwaderer-Raurell

ATTACHMENT A

**AMENDMENT NO. 1
RENEWAL
TO CONTRACT NO. GC891
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS**

This Amendment to Contract No. GC891, (Contract) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Miami-Dade County Board of County Commissioners 701 NW 1st Ct., 4th Floor, Miami, FL 33136 (Contractor), on the date last signed below.

WHEREAS, the Department entered into the Contract with the Contractor to provide petroleum contamination cleanup site management activities effective October 1, 2016; and

WHEREAS, the parties wish to amend the Contract as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. The Contract is renewed for a 4-year 9 month period to begin July 1, 2021 and remain in effect until March 31, 2026. This Amendment is entered into by the Contractor pursuant to Miami- Dade County, Florida, Municipal Code Sections 2-9 and 2-10 and will expire the earlier of (1) March 31, 2026, or (2) one year from the effective date of this Amendment if this Amendment is not ratified by the Board of County Commissioners. The Department and the Contractor shall continue to perform their respective duties during this renewal period pursuant to the same terms and conditions provided in the Contract.
2. Paragraph 3.A is hereby deleted in its entirety and replaced with the following:

The Task Assignment Notification Form and Task Assignment Change Order Form as attached to the Contract are hereby deleted. All Task Assignments and Task Assignment Change Orders shall be executed on the Department's latest Task Assignment and Task Assignment Change Order forms, copies of which are available from the Department's Contract Manager.
3. Paragraph 26. is hereby deleted in its entirety and replaced with: "Exhibit A, Public Records Requirements," as attached to this Amendment, is hereby incorporated into the Contract
4. The following provision is hereby added to paragraph 38, Disqualification:

C. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
5. The following provision is hereby added to the Contract as a new paragraph 53:

Dispute Resolution. Any dispute concerning performance of the Contract shall be decided as follows:

A. All claims or disputes (Claims) must be presented to the Department in writing within thirty (30) days of the date such Claim arises (Notice of Dispute). The Notice of Dispute shall set out in detail all aspects of the disputed matters to be resolved, including the specific relief sought by the Contractor. Claims not presented by Notice of Dispute to Contract Manager shall be deemed waived by the Contractor.

- B. The parties shall make a good faith attempt to resolve Claims which may arise from time to time by informal conference within ten (10) days of the Notice of Dispute.
- C. Within ten (10) days of the informal conference, the Department shall provide Contractor a detailed written response to the Claim. A formal conference of the parties shall be convened no later than thirty (30) days following the Department's response to the Notice of Dispute, unless the parties mutually agree in writing to a longer period of time within which to schedule a formal conference.
- 1) All persons necessary to resolution of the claim or disputed matter shall attend the formal conference.
 - 2) Minutes of the formal conference shall be taken, recorded, transcribed, and signed by the Department and the Contractor. Any terms of settlement and/or resolution reached shall be signed by all persons authorized to resolve the Claim.
- D. Either party may request mediation of unresolved Claims, with the party seeking mediation to bear the expense of mediation.
- E. Any Claim not resolved at formal conference or mediation, may be the subject of a complaint filed in a court of competent jurisdiction in Leon County, Florida.
6. The following provision is hereby added to the Contract as a new paragraph 54:
- MyFloridaMarketPlace Transaction Fee. The State of Florida, through the Department of Management Services (DMS), has instituted MyFloridaMarketPlace (MFMP), a statewide e-procurement system. Pursuant to Rule 60A-1.031, Florida Administrative Code, payments under this Contract are exempt from the MyFloridaMarketPlace transaction fee.
7. All other terms and conditions of the Contract remain in effect. If and to the extent that any inconsistency may appear between the Contract and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Miami-Dade County Board of County Commissioners

By: 
 Title: Chief Operations Officer
 Date: 6/14/2021

Florida Department of Environmental Protection

Justin G. Wolfe,
 By: Acting Chief of Staff
 Secretary or Designee
 Date: _____

Digitally signed by Justin G. Wolfe, Acting Chief of Staff
 Date: 2022.02.10 11:38:31 -05'00'

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

Specify Type /

Letter	Description
Exhibit A	Public Records Requirement (1 page)

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EXHIBIT A, PUBLIC RECORDS REQUIREMENTS

A. Public Records Access Requirements.

- a. If the Contract exceeds \$35,000.00, and if the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor 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 the Contractor in conjunction with the Contract (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 Contract if the Contractor refuses to allow public access to Public Records as required by law.

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

If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- (1) Keep and maintain Public Records required by the Department to perform the service.
- (2) Upon request, provide the 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.
- (3) A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- (4) 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 the Department.
- (5) Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the 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 the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the 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.
- (6) **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