

Memorandum



Date: June 21, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(L)(3)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-524-23

Subject: Resolution Approving a State of Florida Department Funded Agreement between Miami-Dade County Stormwater Utility and Florida Department of Transportation Co-Permittees Named in the National Pollutant Discharge Elimination System Permit No. FLS000003

Executive Summary

The purpose of this item is to gain authorization by the Board of County Commissioners (Board) for Miami-Dade County to enter into an agreement with State of Florida Department of Transportation District Six (FDOT 6), a co-permittee named in the Florida Department of Environmental Protection (DEP) National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000003 (Permit), through which the County would perform certain professional services on behalf of the FDOT 6, and the FDOT 6 would reimburse the County for such services. This FDOT 6 Agreement is related to the NPDES surface water monitoring interlocal agreement between Miami-Dade County and the other NPDES co-permittees, approved by Resolution No. R-813-22, but due to State of Florida requirements, this FDOT 6 Agreement must be in the form of a FDOT Department Funded Agreement. In addition, FDOT 6 has requested the County's assistance with a variety of additional tasks that FDOT 6 is required by Permit to perform, and that are not included in the work that the County already performs under the NPDES interlocal agreement between Miami-Dade County and the other NPDES co-permittees. This FDOT 6 Agreement between the County and FDOT 6 includes these additional services for which FDOT 6 will reimburse the County.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving the FDOT 6 Agreement, authorize the County Mayor or County Mayor's designee to execute said FDOT 6 Agreement, and delegate authority to the County Mayor or County Mayor's designee to execute extensions of time. The FDOT 6 Agreement provides that Miami-Dade County would agree to perform certain professional services, specifically engineering, surveying and mapping of stormwater infrastructure, water quality sampling, water monitoring, analyses, and reporting, and the County would be reimbursed by the FDOT 6 for said work. The term of this FDOT 6 Agreement will be from the date of execution by FDOT 6 through September 30, 2027, and the FDOT 6 Agreement is attached as Exhibit 1 to the resolution.

Scope

The scope of the project is countywide.

Delegation of Authority

This resolution authorizes the County Mayor or County Mayor's designee to execute the FDOT 6 Agreement attached to the resolution as Exhibit 1, exercise the termination provisions and other rights contained therein, and delegates authority to the County Mayor or County Mayor's designee to execute time extensions.

Fiscal Impact/Funding Source

Under the FDOT 6 Agreement, Miami-Dade County will perform professional services and will be reimbursed for such services by FDOT 6 in an amount up to \$367,179.48 during the first year of the FDOT 6 Agreement, up to \$536,955.13 annually during the subsequent years of the FDOT 6 Agreement, or up to \$2,515,000.00 over the term of the FDOT 6 Agreement.

TrackRecord/Monitor

Marina Blanco-Pape, P.E., Chief of Water Management within the Department of Regulatory and Economic Resources, Division of Environmental Resources Management, will monitor the FDOT 6 Agreement.

Background

On December 29, 2017, the Florida Department of Environmental Protection issued NPDES Permit No. FLS000003-004 (Permit) to 33 co-permittees in Miami-Dade County for the discharge of stormwater from municipal storm sewer systems to surface waters located in Miami-Dade County. The 33 co-permittees consist of 29 municipalities, the Florida Department of Transportation District 6, the Florida Department of Transportation Turnpike Enterprise, the Miami-Dade County Expressway Authority, and Miami-Dade County. Each of the co-permittees operates a portion of the municipal separate storm sewer system (MS4) within Miami-Dade County.

The NPDES permit specifically provides that each co-permittee is individually responsible for various permit obligations, including, for example, (1) compliance with permit conditions relating to discharges from portions of the MS4 where they are the operator, and (2) implementation of their stormwater management plan on portions of the MS4 where they are the operator. Pursuant to both the NPDES Permit and section 62-624.200(1) of the Florida Administrative Code, a "co-permittee" means "a permittee to an NPDES permit that is only responsible for permit conditions relating to the municipal separate storm sewer that it operates." In addition, the NPDES Permit provides that DEP may suspend, revoke, or terminate permit coverage for a single permittee without terminating coverage for the other permittees.

The NPDES permit also provides that the co-permittees may be jointly responsible for the collection of monitoring data and any system-wide public education efforts. The NPDES Permit requires permittees to monitor stormwater discharges from their storm sewer system to surface water bodies, either individually or through an agreement.

Pursuant to County Resolution No. R-813-22, Miami-Dade County entered into an NPDES interlocal agreement with all of the other NPDES co-permittees, with the exception of FDOT 6, the Florida Turnpike Enterprise, and the City of Opa-locka, the latter two electing to conduct their own water monitoring activities.

FDOT 6 has represented that due to certain state requirements, the FDOT 6 Agreement needed to be in a separate form, and in the past, this FDOT 6 Agreement has been separate from the County's NPDES interlocal agreement with the other NPDES co-permittees. On February 24, 2023, FDOT finalized and transmitted to the County, the final version of the FDOT 6 Agreement for execution by the County. When executed, this FDOT 6 Agreement will allow the County to perform professional services on behalf of the FDOT 6 from the date of execution by the State to September 30, 2027.

This FDOT 6 Agreement provides that certain professional services, specifically engineering, surveying and mapping of infrastructure, illicit discharges and inspections, water quality sampling, water monitoring, analyses, and reporting required by the NPDES Permit, would be performed by Miami-Dade County on behalf of the FDOT 6, and the FDOT 6 would reimburse the County for said services. The above-mentioned professional services may include water sampling and monitoring, analyses of storm sewer systems, data analyses, technical report writing, pollutant loading calculations, event mean concentration determinations, Impaired Waters Rule sampling, survey and mapping of infrastructure, engineering, and other related activities.

The FDOT 6 Agreement requires the County to obtain all applicable federal, state and local permits and approvals which may be required for the County to perform these activities. The FDOT 6 Agreement also states that the County will provide the FDOT 6 with quarterly reports for surveying and mapping, and with an annual report with the results of the monitoring and sampling activities required under the NPDES Operating Permit. The County will also provide the FDOT 6 with oral or written notice of all regular meetings held by County staff for the purpose of reviewing the compliance status with the NPDES MS4 Operating Permit.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: June 21, 2023

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 David L. Lemi Carr Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(3)
6-21-23

RESOLUTION NO. R-524-23

RESOLUTION APPROVING A STATE OF FLORIDA DEPARTMENT FUNDED AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 6, CO-PERMITTEES NAMED IN THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. FLS000003, BY WHICH THE FDOT 6 WOULD REIMBURSE THE COUNTY UP TO \$2,515,000.00 OVER THE TERM OF THE AGREEMENT FOR PERFORMANCE OF PROFESSIONAL SERVICES RELATED TO THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ANY TERMINATION PROVISIONS, AND ALL OTHER RIGHTS CONTAINED THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE 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 the Department Funded Agreement between Florida Department of Transportation District 6 (FDOT 6), co-permittees named in the National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000003, and Miami-Dade for the County to perform professional services for the FDOT 6 related to the National Pollutant Discharge Elimination System Program throughout Miami-Dade County, in substantially the form attached as Exhibit 1 and made a part hereof, and which provides that the FDOT 6 shall pay the County an amount up to \$2,515,000.00 over the term of this Department Funded Agreement.

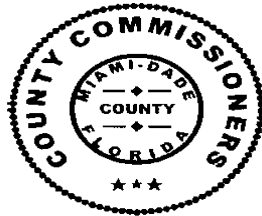
Section 2. This Board hereby authorizes the County Mayor or County Mayor's designee to execute the Department Funded Agreement, and exercise any termination provisions and rights contained therein.

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

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	absent		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	absent	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of June, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Abbie Schwaderer-Raurell

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

EXHIBIT 1 Contract Number:
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 ____ day of _____, 20____, 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 Florida Department of Environmental Protection (DEP) 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 DEPARTMENT has jurisdiction over and maintains the DEPARTMENT's Municipal Separate Storm Sewer System (MS4); 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

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

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 430275-3-78-01, and has agreed to reimburse the COUNTY for eligible PROJECT costs up to a maximum limiting amount, as outlined in the attached Exhibits "B1", 'Technical Services Financial Summary' and "B2", 'TMDL Water Monitoring Financial Summary', which is herein incorporated by reference; and

WHEREAS, the COUNTY has the ability and resources to complete all aspects of the PROJECT and has agreed to support the DEPARTMENT's MS4 reporting obligations by providing 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, 2027 (TBD)**. 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.

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

- 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. The COUNTY shall provide to the DEPARTMENT copies of all fully executed PROJECT contracts, including but not limited to contracts related to costs for PROJECT construction and materials.
- 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. The COUNTY will make best efforts to obtain the DEPARTMENT's input in its decisions.
- 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.

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

1. 1. 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
- n. In addition to the provisions under this Section 2, the COUNTY shall comply with all terms and conditions under NPDES Permit, No. FLS000003. In the event of any conflict between this Agreement and the Permit, regarding PROJECT construction matters, the provisions of the Permit shall prevail.

3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed TWO MILLION FIVE HUNDRED FIFTEEN THOUSAND DOLLARS (\$2,515,000.00) over the term of this Agreement under Financial Project Number # 430275-3-78-01, 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. The Effective date shall be the date upon which the Agreement is executed by the Department.
- 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 430275-3-78-01, 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, measurable, and verifiable units of deliverables as established in Exhibit "A"— Scope of Services. Deliverables must be attached to each invoice requesting payment for

**DEPARTMENT FUNDED AGREEMENT BETWEEN
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tasks funded under this agreement and shall be accepted in writing by the DEPARTMENT's Project Manager prior to or as part of 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. The COUNTY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan detailing how the COUNTY will address all issues of contract nonperformance, 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

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

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:

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(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 to work under this Agreement 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. Any litigation arising out of this Agreement shall be in Leon County, 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

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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, 2027. 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. In the event of such termination of the PROJECT, the DEPARTMENT shall compensate the County, pursuant to Section 3 (FINANCIAL PROVISIONS), for all services already performed prior to such termination, notwithstanding any expiration of this Agreement.

9. INVOICING AND PROGRESS REPORTS

To obtain any payments, the COUNTY shall:

- i. Submit quarterly progress reports that: 1) describe the work performed; 2) adequately justify and support the payment requested; and 3) are in a format that is acceptable to the DEPARTMENT; and
- ii. Submit to the DEPARTMENT quarterly invoices on COUNTY forms and such other data pertaining to the PROJECT in support of the invoice total; and
- iii. Comply with all applicable provisions of this Agreement.

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

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

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.

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

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

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: _____
COUNTY MAYOR OR DESIGNEE**

**BY: _____
DISTRICT SECRETARY**

**ATTEST: _____
(SEAL) COUNTY CLERK**

**ATTEST: _____
(SEAL) EXECUTIVE SECRETARY**

LEGAL REVIEW:

COUNTY ATTORNEY

DISTRICT CHIEF COUNSEL

EXHIBIT "A"

SCOPE OF SERVICES

The PROJECT is comprised of the following elements:

TECHNICAL SERVICES

1.0 Conduct Surveys and Mapping

- 1.1 The COUNTY shall conduct surveys of those DEPARTMENT 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 Survey findings/data shall be transmitted to the Department as part of the Datasets deliverable described in 3.1.3 below.
- 1.4 During survey activities, the COUNTY may encounter drainage structures in need of cleaning or maintenance to complete the survey. 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.

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2.0 Inspect and Clean Drainage Systems

- 2.1 The DEPARTMENT desires that the COUNTY assists 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. The work to be completed by the County shall include, but is not limited to, quarterly inspection and technical report of the DEPARTMENT's outfalls, showing their locations, pipe diameter, and receiving water body. The technical report shall provide an assessment of the inspected outfalls for any structural damages, erosion of bank around outfall, vegetation growth, debris, or sediment accumulation to ensure they are in good working conditions. The DEPARTMENT's Maintenance will periodically review the COUNTY's report to perform cleaning and repair as indicated in the report. The DEPARTMENT will communicate other needs and locations for the COUNTY to inspect.
- 2.2 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 and requested in writing. The COUNTY shall clean the slab-covered trenches and related drainage systems and provide progress/completion 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 under this Agreement. The information technology support consists of hardware, software, and datasets, as detailed below:
- 3.1.1 Hardware. The COUNTY shall provide technical support for the project-related hardware (e.g., laptops, data storage devices) on an as-needed basis for data collection and processing purposes. Services to be provided by COUNTY include, but are not limited to, laptop repair / replacement and problem troubleshooting.
- 3.1.2 Software. 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 Datasets. 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 and

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transmittal 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.

The DEPARTMENT shall provide the COUNTY as-built plans of completed projects with new drainage features to be update in the quarterly report from the COUNTY.

The COUNTY shall update existing datasets (i.e., FDOT, DERM and ITD) to reflect new drainage features (current schema i.e., FDOT Owned, with values like YES (FDOT owned), NO (not owned by FDOT), and N/A (non-applicable)). Finally, as per FDOT completed projects.

4.0 Illicit Discharge Inspection Program

The COUNTY shall provide management to develop and implement a written proactive Illicit Discharge Inspection Program by COUNTY staff or COUNTY contractor. 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 to assist the DEPARTMENT in satisfying its obligations pursuant to Item Section 7.c.1. of NPDES MS4 Cycle 4 Permit. The Program shall also include supporting the DEPARTMENT in reactive illicit discharge response, upon request by the Department, if DEPARTMENT staff or contractors/consultants observe or report potential discharges from rights-of-way or properties not owned by the DEPARTMENT. If an illicit connection is discovered and the DEPARTMENT requests assistance from the COUNTY with respect to such illicit connection, the COUNTY shall sample discharges to aid in source identification and concentration of contaminant pollutants, to the extent necessary or appropriate, as determined by the COUNTY in its discretion.

5.0 Field Inspections

The COUNTY shall manage and inspect or provide contract services to inspect the DEPARTMENT's facilities for NPDES compliance, and report to the DEPARTMENT in writing, on those construction sites (permitted or none permitted) specifically requested for inspection by the DEPARTMENT. The DEPARTMENT inspections performed by the COUNTY or COUNTY contractor 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 and update the list periodically during the term of this agreement as needs change or inspections are completed.

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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 USB Flash Drive (or other agreed upon data storage device) and report any PROJECT related televised inspections.
- 8.2 The COUNTY shall request and submit a Maintenance of Traffic (MOT) plan to be approved by the DEPARTMENT, as needed.

9.0 TMDL Water Monitoring, Sampling, and Evaluation

- 9.1 The COUNTY shall perform the timely preparation, coordination, and execution of a water sampling monitoring program to assist the DEPARTMENT with its obligations as required by Part V. in the shared NPDES MS4 Permit and in accordance with FDOT's 2012 Statewide Stormwater Management Plan.
- 9.2 The COUNTY shall provide the DEPARTMENT with Laboratory Sampling Reports concerning the NPDES parameters and summary statistics to assist the DEPARTMENT with its obligations as required to satisfy Part V. B. 3. of the shared permit.
- 9.3 The County shall provide the DEPARTMENT with estimates of pollutant loadings and event mean concentrations (EMCs) calculations. The County shall provide loading estimates for individual sub-watersheds from which District 6 discharges. The Cycles methodology will be consistent with all the Cycles analyses conducted by the County so that progress within the District's right-of-way jurisdiction can be assessed, to assist the DEPARTMENT with its obligations as required to satisfy Part IX. B. of the shared permit.

10.0 General Provisions

- 10.1 The COUNTY's performance of services pursuant to this Agreement is based on the DEPARTMENT'S priorities, requests, and availability of funding, among other things, and the COUNTY has neither the obligation nor the authority to manage or ensure the

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DEPARTMENT'S compliance with the DEPARTMENT'S responsibilities and obligations pursuant to the NPDES MS4 Permit. As such, notwithstanding anything stated to the contrary in this Agreement, this Agreement shall in no way create any obligation or liability on the part of the COUNTY for any of the DEPARTMENT's responsibilities or obligations pursuant to the NPDES MS4 Permit, and the DEPARTMENT shall remain fully responsible for compliance with all of its responsibilities and obligations pursuant to the NPDES MS4 Permit.

The COUNTY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the DEPARTMENT. and the DEPARTMENT shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the COUNTY. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the COUNTY and the DEPARTMENT.

11.0 Obligations of the COUNTY

- 11.1 The COUNTY shall require its contractors to maintain, at all times during the PROJECT Commercial General Liability insurance providing continuous coverage for all work or operations performed under the contract(s). The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy, or such other minimum insurance. The COUNTY shall further cause its contractors to name the DEPARTMENT as additional insured party on the afore-stated policies, and to provide evidence of Workers' Compensation Insurance in accordance with the laws of the State of Florida, and in amounts sufficient to secure the benefit of the Florida Workers' Compensation law for all employees and provide the DEPARTMENT with the required Certificate of Insurance prior to commencing work.

PROJECT Limits: County-Wide

FDOT Financial Project Number: 430275-3-78-01

County: Miami-Dade

FDOT Project Manager: Nathaniel V. Pulido, P.E., 305-470-5264

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

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**EXHIBIT "B1"
TECHNICAL SERVICES FINANCIAL SUMMARY**

Estimated PROJECT costs and deliverables for reimbursement, on project 430275-3-78-01, are below listed:

Categories	ITEM DESCRIPTION	ESTIMATED COSTS		
		Annual Cost: Year 1	Annual Cost: Years 2 - 5	5-Year Total
Project Management (County Staff)	SALARIES: (One Senior Professional Engineer x 1 month ~ \$9.32K; One Section Manager x 1 month ~ \$8.36K; Two Environmental Resources Project Supv x 2 months ~ \$34.7K; One Senior Professional Land Surveyor x 2 months ~ \$17.80K; One Floodplain Program Supv x 1 month ~ \$7.70K; One Administrative Officer 2 x 1 month ~ \$6.9K)	\$ 84,780.00	\$ 84,780.00	\$ 423,900.00
	FRINGE: 42.00% (not-to-exceed) of Salaries	\$ 35,607.60	\$ 35,607.60	\$ 178,038.00
	OVERHEAD: 42.00% (not-to-exceed) of Salaries	\$ 35,607.60	\$ 35,607.60	\$ 178,038.00
	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: Private Contractor or County (Two Drafting Specialist II x 6 months ~ \$72.8K) - plus fringe, overhead, & rent	\$ 50,000.00	\$ 117,500.00	\$ 520,000.00
	DRAINAGE INFRASTRUCTURE CLEANING: Slab covered trench, drainage structures, connecting pipes, waste disposal, etc. - Private contractor & County staff (One Floodplain Inspector x 3 mnths ~ \$20.8K, plus fringe, overhead, & rent)		\$ 100,000.00	\$ 400,000.00
	INFRASTRUCTURE INSPECTING AND ANALYSES: Televising, Inspections (e.g. illicit discharges, NPDES compliance), Engineering Analyses, Divers (culverts, pipes, etc) - Private Contractor and/or County (One Engineer 3 x 1 month ~ \$10.4K; One Floodplain Inspector x 6 months ~ \$41.6K) - plus fringe, overhead, & rent	\$ 30,000.00	\$ 30,000.00	\$ 150,000.00
	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	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00
NOT-TO-EXCEED COSTS		\$251,736.20	\$ 424,236.20	\$ 1,948,681.00
EXHIBIT "B1" TOTAL COST:				\$ 1,948,681.00

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) 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

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EXHIBIT "B2"

**TMDL WATER MONITORING & EVENT-MEAN CALCULATIONS(EMC)
FINANCIAL SUMMARY**

Estimated PROJECT costs and deliverables for reimbursement, on project 430275-3-78-01,
are below listed:

CATEGORIES	ITEM DESCRIPTION	ESTIMATED COSTS		
		Annual	Once	5-Year
ADMINISTRATIVE	Fringe, salaries, overheads, etc.	\$ 62,206.13		\$ 311,030.65
EQUIPMENT AND SUPPLIES	Equipment Maintenance	\$ 5,869.60		\$ 29,348.00
	Vehicle Operating Expenses	\$ 3,643.20		\$ 18,216.00
LABORATORY	Sample Analyses	\$ 40,000.00		\$ 200,000.00
TECHNICAL	Pollutant Loading Estimate Calculations		\$ 2,724.35	\$ 2,724.35
EMERGENCY	Contingency	\$ 1,000.00		\$ 5,000.00
ANNUAL COST NOT -TO-EXCEED		\$ 112,718.93 or 19.68% of actual cost		\$ 566,319.00

EXHIBIT "B2" TOTAL COST

\$ 566,319.00

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.

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EXHIBIT "C"

RESOLUTION

To be herein incorporated once approved by the COUNTY Commission.

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EXHIBIT "D"

AUDIT REPORTS