Memorandum

MIAMI-DADE COUNTY

Date: October 3, 2023

Agenda Item No. 8(L)(6)

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

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Resolution No. R-858-23

Subject: Resolution Approving a Federal Cost Share Agreement between Miami-Dade County (County) and the U.S. Army Corps of Engineers to Authorize the County's Participation in the Study and Establish Cost Sharing for the Key Biscayne, Florida Coastal Storm Risk Management (CSRM) Study

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Executive Summary

The purpose of this item is to gain approval of and authorization by the Board of County Commissioners (Board) for the County to execute a Federal Cost Share Agreement (Agreement) between the U.S. Army Corps of Engineers (Army Corps) and the County for the Key Biscayne, Florida Coastal Storm Risk Management (CRSM) Study. The proposed Agreement, which is attached as Attachment 1 to the resolution, establishes a 50/50 cost-share percentage between Army Corps and the County, as Local Sponsor, for the Key Biscayne CSRM Study. The Key Biscayne CSRM Study will be conducted by the Army Corps to evaluate the Key Biscayne's shoreline erosion and back bay storm surge inundation risk and develop a Tentatively Selected Plan (TSP) for future congressional authorization.

The County is currently negotiating a separate Interlocal Agreement with the Village of Key Biscayne which is anticipated to provide that the Village of Key Biscayne would contribute 25% of the total Key Biscayne CRSM Study costs, which would be equivalent to half of the County's financial obligations pursuant to the attached Agreement between the County and the Army Corps. That Interlocal Agreement will be brought for Board approval.

For more than 45 years, Miami-Dade County as Local Sponsor has worked in partnership with the Army Corps to implement the Federally authorized Coastal Storm Risk Management Project, which serves as a critical component of our community's resilience. We look forward to continuing this successful partnership, including this feasibility study for the inclusion of the Key Biscayne beach segment in this important and comprehensive resilience effort. A comprehensive approach to regional beach/sediment management and shoreline protection is very important for all Miami-Dade County coastal beachfront communities.

Miami-Dade County faces many conflicting needs with the continued erosion protection of its shoreline, protection from flooding and surge effects on the Bay, and the Everglades restoration; all needs made more critical with the increase in Sea Level Rise forecasted to impact our residents, properties, and businesses in the years to come. This makes our long-standing partnership with the Army Corps that much more important.

Recommendation

It is recommended that the Board approve the attached Agreement between Army Corps and the County. The Agreement between the Army Corps and the County establishes the County's cost share obligation of fifty (50) percent for the Key Biscayne, Florida CSRM Study.

It is also recommended that the Board authorize the County Mayor or the County Mayor's designee to execute the Agreement and exercise the provisions contained therein; and delegates authority to the County Mayor or County Mayor's designee to increase the time needed to complete the study.

Delegation of Authority

The proposed resolution authorizes the County Mayor or County Mayor's designee to execute the attached Agreement, exercise the provisions contained therein, including payment under said agreement, and to take all actions to effectuate same.

Furthermore, the proposed resolution delegates authority to the County Mayor or County Mayor's designee to increase the time needed to complete the study.

Scope

The Key Biscayne, Florida CSRM Study covers shoreline areas in Commission District 7, which is represented by Commissioner Raquel A. Regalado.

Fiscal Impact/Funding Source

Under the proposed Agreement, the County is required to pay the Army Corps an initial sum of $25,000 in order to initiate the Key Biscayne, Florida CSRM Study, and then the remaining County's fifty (50) percent share for the study costs upon request by the Army Corps, minus any creditable in-kind contributions.

The Agreement provides that the Federal government's fifty (50) percent cost share for the Key Biscayne CRSM Study will not exceed $1.5 million, unless a higher amount is approved by the Federal Government. As such, the County's fifty (50) percent cost share pursuant to this Agreement would initially be $1.5 million. The Agreement, however, allows the Federal government to approve a higher dollar amount for the Key Biscayne CRSM Study without the need for an amendment to this Agreement. As the Local Sponsor, the County would be responsible for fifty (50) percent of the increased study costs. The Army Corps currently estimates that the total Key Biscayne CRSM Study costs will be $4.2 million, and the County's fifty (50) percent cost share of that amount would be $2.1 million.

Under the separate Interlocal Agreement that the County is negotiating with the Village of Key Biscayne, it is anticipated that the Village of Key Biscayne will contribute twenty-five (25) percent of the total Key Biscayne CRSM Study costs, which would be equivalent to half of the County's financial obligations under the attached Agreement between the County and the Army Corps. That Interlocal Agreement will be brought for Board approval as a separate agenda item.

The actual amount to be paid by the County shall be paid from the County's Capital Budget – Beach - Erosion Mitigation and Renourishment Program 2000000344. Additional County staff time is estimated to cost approximately $20,000 per year for coordination and participation under this agreement.

Track Record/Monitor

The Assistant Director for the Division of Environmental Resources Management (DERM) in the Department of Regulatory and Economic Resources (RER), Lisa Spadafina, will monitor the Key Biscayne, Florida CSRM Study.

Background

Maintaining the County's beaches is critical to protecting, our residents and infrastructure from the impacts of erosion and storm surge, and our world-renowned beaches play an important role in supporting our tourism industry. Through long term agreements with the Army Corps, Miami-Dade County serves as the local Non-Federal Sponsor for beach re-nourishment activities along 13 miles of coastal beaches extending from Government Cut north through Sunny Isles Beach. These areas are part of a federally authorized shore protection project administered by the Army Corps, with the County serving as the local Non-Federal Sponsor. Historically, the Army Corps has required that such activities be cost-shared with the Federal government, and such funding has generally been cost shared among the federal (Army) and non-federal (county & state) partners, however, there have been some beach renourishment activities that have been 100% federally funded. The main segment of the federally authorized Dade County Beach Erosion Control and Hurricane Protection Project, encompassing 10.5 miles of Atlantic coastline from Government Cut to Haulover Park, was re-authorized in 2022 for another 50 years.

The Key Biscayne Atlantic shoreline study area was included in the CSRM Feasibility Study for the re-authorization of the main segment as approved under Resolution R-1012-18. However, the Army Corps ultimately concluded that a comprehensive Atlantic coast-back bay solution would be necessary to establish a Key Biscayne segment that would be federally authorized in the future. The re-authorization study for the main segment was 100% federally funded.

On March 14, 2023, the Army Corps released its Fiscal Year (FY) 2023 work plan which included federal funds for the initiation of the Key Biscayne, Florida CSRM Study. For such study, the Army Corps is requiring a fifty (50) percent cost share by the County, as Local Sponsor, and this required cost share is provided for in the attached Agreement between Army Corps and the County related to this new Key Biscayne, Florida CSRM Study.

The attached Agreement allows the County to terminate the Agreement upon 30 days written notice to the Army Corps, however, the Agreement provides that any termination or suspension of the Agreement would not relieve the County of liability for any obligation incurred, and the Agreement contemplates that the costs of termination may include costs of resolution of contract claims and resolution of contract modifications.

Additionally, the County is currently negotiating a separate Interlocal Agreement with the Village of Key Biscayne which is anticipated to provide that the Village of Key Biscayne would contribute 25% of the total Key Biscayne CRSM Study costs, which would be equivalent to half of the County's financial obligations pursuant to the attached Agreement between the County and the Army Corps. That Interlocal Agreement will be brought for Board approval.

Jimmy Morales
Chief Operations Officer

MEMORANDUM
(Revised)

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

DATE: October 3, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(6)

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 Danielle Levine Cava Mayor
Veto __________
Override __________

Agenda Item No. 8(L)(6)
10-3-23

RESOLUTION NO. R-858-23

RESOLUTION APPROVING A FEDERAL COST SHARE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE U.S. ARMY CORPS OF ENGINEERS RELATED TO THE KEY BISCAYNE, FLORIDA COASTAL STORM RISK MANAGEMENT STUDY AND BY WHICH THE COUNTY WOULD CONTRIBUTE 50 PERCENT OF THE TOTAL STUDY COSTS, WHERE SUCH 50 PERCENT SHARE IS CURRENTLY ESTIMATED TO BE $2,100,000.00; 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 CERTAIN AMENDMENTS TO THE AGREEMENT

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

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

Section 1. This Board approves the Federal Cost Share Agreement (Agreement) between the U.S. Army Corps of Engineers and Miami-Dade County, attached hereto as Attachment 1 and made a part hereof, by which the County would be required to contribute 50 percent of the Key Biscayne CSRM Feasibility Study costs, where the County's 50 percent cost share is currently estimated to be $2,100,000.00.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the Agreement, in substantially the form attached as Attachment 1, for and on behalf of Miami-Dade County; to exercise the provisions contained therein, including the termination provisions and all other rights contained therein; to take all actions necessary to effectuate same;

and to execute future amendments to the Agreement, after approval by the County Attorney's Office for legal sufficiency, provided that such amendments are limited to extensions of time to complete the Key Biscayne CRSM Feasibility Study.

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

Oliver G. Gilbert, III, Chairman **aye**
Anthony Rodríguez, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**absent**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 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.

COUNTY COMMISSIONERS
MIAMI-DADE
COUNTY
FLORIDA

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.

ASR

Abbie Schwaderer-Raurell

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
MIAMI-DADE COUNTY, FLORIDA
FOR THE
KEY BISCAYNE, FLORIDA COASTAL STORM RISK MANAGEMENT
STUDY

THIS AGREEMENT is entered into this ________ day of ________, ____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Jacksonville District (hereinafter the "District Commander") and Miami-Dade County, Florida (hereinafter the "Non-Federal Sponsor"), represented by the Chief Operations Officer.

WITNESSETH, THAT:

WHEREAS, Public Law 84-71 authorizes the Secretary of the Army, in cooperation with the Secretary of Commerce and other Federal agencies, to examine and survey the eastern and southern seaboard of the United States with respect to hurricanes, with particular reference to areas where severe damages have occurred (hereinafter the "Study");

WHEREAS, Section 105(a) of the Water Resources Development Act (WRDA) of 1986, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Study" means the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for coastal storm risk management at Key Biscayne, Miami-Dade County, Florida.

B. The term "study costs" means all costs incurred by the Government and Non-Federal Sponsor after the effective date of this Agreement that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes the Government's costs for preparing the PMP; for plan formulation and evaluation, including costs for economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for preparing and processing the decision document; for supervision and administration; for Agency Technical Review and other review processes required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsor's creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or negotiating this Agreement.

C. The term "PMP" means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsor, that specifies the scope, cost, and schedule for Study activities and tasks, including the Non-Federal Sponsor's in-kind contributions, and that guides the performance of the Study.

D. The term "in-kind contributions" means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsor after the effective date of this Agreement and in accordance with the PMP.

E. The term "maximum Federal study cost" means the $1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount.

F. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Non-Federal Sponsor shall contribute 50 percent of the study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. No later than 15 calendar days after the effective date of this Agreement, the Non-Federal Sponsor shall provide funds in the amount of $25,000, for the Government to initiate the Study, including preparation of the PMP. In the event more funds are needed to develop the PMP, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor, and no later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.

2. As soon as practicable after completion of the PMP, and after considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its share of study costs for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.C.

3. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.C.

C. The Government shall include in study costs and credit towards the Non-Federal Sponsor's share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind contributions, including associated supervision and administration. Such costs shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor's share of study costs less the amount of funds provided pursuant to paragraph B.1. of this Article.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any items provided or performed prior to completion of the PMP; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Study. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsor shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. If Independent External Peer Review (IEPR) is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in study costs or the maximum Federal study cost.

H. In addition to the ongoing, regular discussions between the parties regarding Study delivery, the Government and the Non-Federal Sponsor may establish a Study Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Study Coordination Team shall not be included in study costs, but shall be included in calculating the maximum Federal study cost. The Non-Federal Sponsor's costs for participation on the Study Coordination Team shall not be included in study costs and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, study costs are projected to be $3 million, with the Government's share of such costs projected to be $1.5 million and the Non-Federal Sponsor's share of such costs projected to be $1.5 million, which includes creditable in-kind contributions projected to be $0, and the amount of funds required to meet its cost share projected to be $1.5 million. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated study costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, Jacksonville (K3)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of study costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Study and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to "FAO, USAED, Jacksonville (K3)" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of study costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other party, either party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study may be terminated if a Report of the Chief of Engineers, or, if applicable, a Report of the Director of Civil Works, is not signed for the Study within 3 years after the effective date of this Agreement.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Study. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Study shall not be included in study costs, but shall be included in calculating the maximum Federal study cost.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE VII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE VIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:
Chief Operations Officer
Stephen P. Clark Center
111 N.W. 1^{st} Street, 29^{th} Floor
Miami, Florida 33128

If to the Government:
District Commander
U.S. Army Corps of Engineers, Jacksonville District
P.O. Box 4970
Jacksonville, Florida 32232-0019

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE IX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY	MIAMI-DADE COUNTY, FLORIDA
BY: ___________________________	BY: ___________________________
JAMES L. BOOTH Colonel, U.S. Army District Commander	JIMMY MORALES Chief Operations Officer Office of the Mayor
DATE: ___________________________	DATE: ___________________________

CERTIFICATE OF AUTHORITY

I, Geraldine Bonzon-Keenan, do hereby certify that I am the principal legal officer of Miami-Dade County, Florida, that Miami-Dade County, Florida is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and Miami-Dade County, Florida in connection with the Key Biscayne, Florida Coastal Storm Risk Management Study, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Agreement on behalf of Miami-Dade County, Florida acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this ______________ day of _____________ 20___.

____
Geraldine Bonzon-Keenan
County Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

____
Jimmy Morales
Chief Operations Officer, Office of the Mayor
Miami-Dade County, Florida

DATE: ______________________________