

Date: January 10, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Borges
County Manager

Agenda Item No. 8(D)(1)(A)

R-15-08

Subject: Resolution Authorizing Execution of Joint funding Agreement No. 08E0FL208009 between Miami-Dade County and the U.S. Geological Survey

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of Joint Funding Agreement No. 08E0FL208009 between Miami-Dade County (County) and the U.S. Geological Survey (USGS) for Water Resources Investigations. Services provided by the USGS include the continuing maintenance of equipment and the data collection of groundwater elevations and saltwater intrusion, as required by the South Florida Water Management District Consumptive Use Permits issued to Miami-Dade County and by the wellfield and groundwater protection mandates of Chapter 24 of the Miami-Dade County Code.

Scope

These services are Countywide due to the sampling points distributed throughout the County.


Fiscal Impact/Funding Source

The total estimated project cost is \$627,388, of which the USGS will match \$102,144 in support of these activities. The County match of \$525,244 is budgeted from the Department of Environmental Resources Management (DERM) and WASD as follows:

	<u>County Match</u>	<u>Funding Source</u>
1. Operation and maintenance of 55 water level stations, one NWWF canal and data reporting.	\$192,977	DERM
2. Monitoring and maintenance of a saltwater intrusion monitoring network for DERM.	\$ 46,573	DERM
3. To comply with consumptive use permits:	\$285,694	WASD
a.) Operation and maintenance of 22 groundwater level recording stations		
b.) 5 stage & flow Dopplers in the L-31N canal		
c.) 1 rain gauge		
d.) Collection of chloride and water level data.		
	Total County Match: \$525,244	
	Total USGS Match: \$102,144	

Background

The County has contracted with the USGS for these critical services for many years. In addition to providing data to comply with the County's consumptive use permits and with mandates of the County Code, the data is managed for quality assurance by the USGS and available to other County departments as well as public access through various websites and publications. Other County applications for this data include stormwater management, infrastructure development, and environmental restoration. This agreement becomes effective upon execution and will terminate on September 30, 2008.


Assistant County Manager

Form 9-1366
(Oct. 2005)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Customer #: FL016
Agreement #: 08E0FL208009
Project #: 8-2080-00100/00200
TIN #: 59-6000573
Fixed Cost Agreement Yes No

**FOR
WATER RESOURCES INVESTIGATION**

THIS AGREEMENT is entered into as of the 1st day of October, 2007, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the MIAMI-DADE COUNTY, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation AN INVESTIGATION OF WATER RESOURCES, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00.

(a) \$102,144.00 by the party of the first part during the period
October 01, 2007 to September 30, 2008

(b) \$525,244.00 by the party of the second part during the period
October 01, 2007 to September 30, 2008

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in a written amendment between the parties.

(d) The performance period may be changed by mutual agreement and set forth in a written amendment between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continued

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: FL016
Agreement #: 08E0FL208009
Project #: 8-2080-00100/00200
TIN #: 59-6000573

- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **QUARTERLY**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

MIAMI-DADE COUNTY

USGS Point of Contact

Customer Point of Contact

Name: Jean Happel
Address: 3110 S.W. 9th Avenue
Ft. Lauderdale, FL 33315
DUNS #: 137784026
Telephone: 954.377.5932
Email: jhappel@usgs.gov

Name: Julie Baker
Address: 701 N.W. 1st Court
Suite 400
Miami, FL 33136-3912
Telephone: 305.372.6900 OR 305.372.6700
Email: bakerj@miamidadegov

Signatures

Signatures

By _____ Date _____
Name: Dr. Barry Rosen
Title: DOI/USGS/FISC Director

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: January 10, 2008

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(D)(1)(A)

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(D)(1)(A)
1-10-08

RESOLUTION NO. R-15-08

RESOLUTION AUTHORIZING EXECUTION OF
JOINT FUNDING AGREEMENT NO. 08E0FL208009
BETWEEN MIAMI-DADE COUNTY AND THE U.S.
GEOLOGICAL SURVEY; AND AUTHORIZING THE
MAYOR OR HIS DESIGNEE TO EXECUTE SAID
AGREEMENT AND ANY AMENDMENTS THERETO

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 this Board approves Joint Funding Agreement No. 08E0FL208009 between Miami-Dade County and the U.S. Geological Survey for Water Resources Investigations, in substantially the form attached hereto and made part hereof; and authorizes the Mayor or his designee to execute said Agreement and any amendments thereto.

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

	Bruno A. Barreiro, Chairman	aye	
	Barbara J. Jordan, Vice-Chairwoman	aye	
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of January, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK



By: Kay Sullivan
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Peter S. Tell