Memorandum

MIAMI-DADE COUNTY

Date: July 21, 2009

To: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

Agenda Item No. 14(A)(45)

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Execution of an Interlocal Agreement between the City of Hialeah and Miami-Dade County for Specified Water Quality Sampling and Analysis

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Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing execution of an Interlocal Agreement between the City of Hialeah and Miami-Dade County for specified water quality sampling and analysis from National Pollutant Discharge Elimination System (NPDES) water quality stations within and adjacent to the City of Hialeah (Attachment A).

Scope

This Agreement encompasses parts of Commission Districts 12 and 13 (Commissioners Diaz and Seijas).

Fiscal Impact/Funding Source

The City of Hialeah will pay the County approximately $104,000 over a five year period for sampling, analysis, and reporting according to the following schedule: $17,807 in FY09-10, $24,126 in FY10-11, $19,686 in FY11-12, $20,690 in FY12-13, and $21,740 in FY13-14. No matching funds are required by the County.

Track Record/Monitor

The Director of the Department of Environmental Resources Management will monitor this contract.

Background

The Department of Environmental Resources Management (DERM) conducts surface water quality sampling as a requirement of the County's NPDES permit. The program assesses water in primary canals throughout the County, including nine locations in and around the City of Hialeah. The existing County NPDES permit covers Miami-Dade County and 28 municipalities as co-permittees to the County permit.

The City of Hialeah, in an effort to maintain consistency with the County's program, has requested the County collect, analyze, and report water quality for those water quality stations in and adjacent to the City of Hialeah. The 5-year Interlocal Agreement establishes the locations and parameters to be sampled and associated costs for the covered activities. The City of Hialeah will pay all additional costs associated with the County's collection, analysis, and reporting of the water quality samples.

All sampling activities will be conducted by DERM staff.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: July 21, 2009

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

SUBJECT: Agenda Item No. 14(A)(45)

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 Mayor'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. 14(A)(45)
7-21-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIALEAH AND MIAMI-DADE COUNTY FOR SPECIFIED WATER QUALITY SAMPLING AND ANALYSIS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN

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 authorizes the execution of an Interlocal Agreement between Miami-Dade County and the City of Hialeah for specified water quality sampling and analysis, in substantially the form attached hereto and made part hereof; authorizes the County Mayor or County Mayor's designee to execute amendments to this agreement for time extension and to accept additional funds that may become available for this agreement; and authorizes the County Mayor or County Mayor's designee to exercise the provisions contained therein.

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

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of July, 2009. 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:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Peter S. Tell

ATTACHMENT A

INTERLOCAL AGREEMENT
Between The City of Hialeah and Miami-Dade County for Surface Water Quality Sampling and Analysis

This Interlocal Agreement by and between the City of Hialeah, Florida (hereinafter referred to as the "City") and Miami-Dade County (hereinafter referred to as "the County") is entered into to provide the City with services and information necessary to comply with the requirements set forth in the City's NPDES Permit (No. FL000023) Monitoring Plan.

I. The City agrees to compensate the County for costs associated with conducting water quality sampling and analysis at six (6) stations in and adjacent to the City of Hialeah, as required in the monitoring plan mandated under the City's NPDES Permit.

Water quality samples will be collected quarterly on the same day (e.g., no more than 24 hours between collection of the first and last sample) by staff from the Miami-Dade County Department of Environmental Resources Management (DERM). One sampling event shall occur within each of the following periods: January 1st to March 31st, April 1st to June 30th, July 1st to September 30th and October 1st to December 31st of each calendar year. To the extent practicable, the date of sampling within each period should be consistent (+/- two weeks) from year to year.

II. Period of Agreement. The Agreement will commence upon final execution by both parties and end September 30, 2014, unless modified as provided for herein.

III. The following water quality parameters and methods will be used. The method used must have resolution minimally equivalent to the Method Detection Limits (MDLs) listed below:

Parameter	Method	MDL/units
Temperature	SM 2550B	(C°)
pH	SM 4500 H+B	(units)
Specific Conductivity	SM 2510A	(µS/cm)
Salinity	SM 2520B	(ppt)
Dissolved Oxygen	SM 4500-O G	(mg/L)
Fecal Coliform	SM 9222D	10 cfu/100mL
Total Phosphorous	EPA 365.1	0.002 mg/L
Total Kjeldahl Nitrogen	EPA 351.2	0.08 mg/L
Color	EPA 110.2	5 PCU
Chlorophyll-a	SM18 10200 H	0.16 µg/L
COD	EPA410.4	3 mg/L
Copper (Freshwater)	EPA 200.7	0.7 µg/L
Zinc (Freshwater)	EPA 200.7	2.0 µg/L
Cadmium (Freshwater)	EPA 200.7	0.3 µg/L
Hardness	SM 2340B	1 mg/L
Total Suspended Solids	EPA 160.2	6 mg/L
Oil & Grease	EPA1664A	1.4 mg/L

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The City will be notified in writing 30 days in advance of any project-related changes related to parameter MDLs. All analyses will be performed by the DERM laboratory or by other laboratories contracted with the County that hold NELAC certification for that analysis/method.

IV. For all sample collection, handling, documentation and verification, the County shall comply with Florida Department of Environmental Protection (FDEP) Quality Assurance Rule (Florida Administrative Code (FAC) 62-160 and the FDEP Standard Operating Procedures for Field Activities (FDEP SOP 001/01, Dec. 3, 2008). Additionally, the County shall, in accordance with the FDEP SOP 001/01 Section FA3300, maintain a Field Quality Manual. If there are to be any variances from the minimum requirements under FAC 62-160 or the FDEP SOP, the County must provide proof, in writing, of approval for the variance by the FDEP prior to implementation of the variation (email transmission of this approval is adequate). This includes any variations in sampling procedures or quality assurance/quality control (QA/QC) protocols.

V. The following Surface Water Quality Stations will be sampled on a quarterly basis:
1. ***HIA-LR01*** – Little River Canal at W. 16th Avenue and north of E. 52nd Street.
2. ***HIA-LR02*** – Little River Canal at E. 8th Avenue and south of W. 53rd Street.
3. ***HIA-LR08*** – Little River Canal at W. 4th Avenue and W. 53rd Terrace.
4. ***HIA-LR10*** – Little River Canal at W. 28th Avenue and W. 53rd Street
5. ***HIA-RR01*** – Red Road Canal at W. 4th Avenue and W. 68th Street.
6. ***HIA-RR02*** – Red Road Canal at W. 4th Avenue and W. 37th Street.

VI. The County agrees to conduct all required field collection and laboratory quality assurance measures and all necessary data validation procedures. The County will provide to the City an annual report that will include all data generated and all chain of custody forms. These results will be transmitted to the FDEP as part of the City's stormwater NPDES Permit annual report submittal.

VII. Cost of Surface Water Sampling and Analysis. The City agrees to pay the County for the following costs incurred in performance of this agreement. The total amounts reflected in the table below for are water quality sampling and analysis.

	FY0910	FY1011	FY1112	FY1213	FY1314
Total Laboratory Expenses	$6,974.73	$7,323.47	$7,689.64	$8,074.12	$8,477.83
Equipment/Capital	$550.00	*$6,000.00	$650.00	$700.00	$750.00
Operating Supplies	$360.00	$380.00	$400.00	$420.00	$440.00
Vehicle Expenses	$320.00	$340.00	$360.00	$380.00	$400.00
Salary	$4,962.47	$5,210.59	$5,471.12	$5,744.68	$6,031.91
Fringe	$1,635.63	$1,717.41	$1,803.28	$1,893.45	$1,988.12
Dept A/S	$2,423.67	$2,544.85	$2,672.10	$2,805.70	$2,945.99
Division	$580.61	$609.64	$640.12	$672.13	$705.73
Annual Total (not to exceed)	**$17,807.11**	**$24,125.96**	**$19,686.26**	**$20,690.08**	**$21,739.58**

*FY1011 equipment/capital cost includes purchase of YSI multi-parameter sonde and logger.

INTERLOCAL AGREEMENT
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VIII. Total Agreement Cost. The total reimbursable cost to the County for surface water sample collection and analyses for the life of this agreement is not to exceed **$104,048.99**.

IX. Deliverables and Payments.

1. The City agrees to reimburse the County for costs of activities set forth in this agreement.
2. The County will provide to the City an annual report by November 30th for each previous fiscal year (October 1 through September 30) that will include all data generated and all chain of custody forms. The annual report will be submitted both electronically and in printed format.
3. The County will submit invoices no more frequently than quarterly to the City. Invoices will include the details of all expenses incurred.
4. The City will review invoices and notify the County within 14 days of any discrepancies or questions regarding the invoice. Unless otherwise notified, an invoice is considered 'accepted' 15 days after submittal. However, the City retains the right to request additional supporting documentation and information and to hold payment until such documentation or information is received and reviewed.
5. Payment of the invoice is due 30 days after acceptance of the invoice.

X. Amendments. This Agreement can be modified by amendment through mutual agreement of both parties. All amendments to the agreement must be in writing and signed by both parties, and become effective as of the date of the final signatory unless otherwise noted therein.

XI. Approvals. This Agreement is agreed to and becomes effective upon final execution of the agreement by the parties:

For:
City of Hialeah, Florida

Julio Robaina, Mayor

Date

For:
Miami-Dade County, Florida

County Mayor or County Mayor's Designee

Date

Attest:
Rafael E. Granado
City Clerk

Approved as to form and legal sufficiency:
William M. Grodnick

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