Memorandum

MIAMI-DADE COUNTY

Date: February 2, 2010

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

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

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the Execution of Joint Funding Agreement No. 10E4FL2550FL011 for Water Resources Investigations with the United States Geological Survey to be Funded by Miami-Dade County in the Amount of $681,211

Recommendation
It is recommended that the Board approve the attached resolution authorizing the execution of Joint Funding Agreement (JFA) No. 10E4FL2550FL011 between Miami-Dade County and the US Geological Survey (USGS) for Water Resources Investigations for FY10.

Scope
The water level recording stations are operated countywide with the saltwater interface monitoring stations nearer the coast.

Fiscal Impact/Funding Source
The fiscal impact to the County for this JFA is $681,211 to be funded between the Department of Environmental Resources Management (DERM) for $260,918 and the Water and Sewer Department (WASD) for $420,293. The USGS will match $108,929 towards the total estimated project cost of $790,140. The DERM funding source is the DERM operating revenues, Fund GF030, Subfund 039. The WASD funding source is WASD operating revenues.

Track Record/Monitor
The Director of the Department of Environmental Resources Management will monitor this contract.

Background
Through JFA No. 10E4FL2550FL011, the USGS will provide services for continuing equipment maintenance and data collection relating to groundwater elevations and saltwater intrusion. These services are needed by the County to conduct stormwater management/modeling, to support infrastructure development, to perform environmental restoration/protection activities and to comply with WASD permit requirements. County records indicate that the County has contracted with the USGS for these services and related services since at least the 1950s. The USGS is a federal agency that is regarded as the national expert in the field of groundwater studies.

The services funded by DERM include: (1) the operation and maintenance of 46 water level recording stations, one canal stage meter and flow Doppler instrumentation and the related data reporting ($213,681) and (2) the monitoring and maintenance of 26 saltwater interface monitoring stations ($47,237). The services funded by WASD include the operation and maintenance of 45 water level and 24 saltwater interface monitoring stations, the operation and maintenance of five Doppler instruments and one rain gauge, the installation of additional water level/saltwater monitoring stations and satellite data platforms and the collection of additional data during droughts ($420,293).

This agreement will become effective upon execution and will terminate on September 30, 2010.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: February 2, 2010

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

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

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

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

_____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____Mayor

Veto _____

Override _____

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

2-2-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF JOINT FUNDING AGREEMENT NO. 10E4FL2550FL011 FOR WATER RESOURCES INVESTIGATIONS WITH THE UNITED STATES GEOLOGICAL SURVEY TO BE FUNDED BY MIAMI-DADE COUNTY IN THE AMOUNT OF $681,211; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS 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 hereby authorizes the Mayor or Mayor's designee to execute Joint Funding Agreement No. 10E4FL2550FL011 with the United States Geological Survey for Water Resources Investigations to be funded by Miami-Dade County in the amount of $681,211, in substantially the form attached hereto and made part hereof; authorizes the Mayor or Mayor's designee to execute any necessary amendments to the agreement and for time extension and to accept additional funds that may become available under this agreement; and authorizes the Mayor or 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 2nd day of February, 2010. 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

ORIGINAL

Form 9-1366
(Oct. 2005)

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

Customer #:	FL016
Agreement #:	10E4FL2550FL011
Project #:	10/11-2550-001FL
TIN #:	59-6000573
Fixed Cost Agreement	☑ Yes ☐ No

FOR
WATER RESOURCES INVESTIGATION

THIS AGREEMENT is entered into as of the 1st day of October, 2009, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and 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.

by the party of the first part during the period

(a) $108,929.00 October 01, 2009 **to** September 30, 2010

by the party of the second part during the period

(b) $681,211.00 October 01, 2009 **to** Setember 30, 2010

(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 an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters 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.

5

ORIGINAL

Page 2 of 2

Form 9-1366 continued	U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement	Customer #: Agreement #: Project #: TIN #:	FL016 10E4FL2550FL011 10/11-2550-001FL 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

USGS Point of Contact

Name: Nancy Baroud
Address: 10500 University Center Drive, Suite 215
Tampa, FL 33612-6427
DUNS #137784026/TAS: 140/10804
Telephone: 813.975.8620, ext. 110
Email: nbaroud@usgs.gov

Signatures

By_____ Date_____
Name: Eric Strom
Title: Acting Florida Water Science Center (FWSC) Director

By_____ Date_____
Name:
Title:

By_____ Date_____
Name:
Title:

MIAMI-DADE COUNTY

Customer Point of Contact

Name: Rashid Istambouli (Julie Baker)
Address: DERM, Pollution Control Division, 4th Floor
701 NW 1st Court, Suite 400
Miami, FL 33136-3912
Telephone: 305.372.6662
Email: istamr@miamidade.gov

Signatures

By_____ Date_____
Name:
Title:

By_____ Date_____
Name:
Title: Deputy Clerk

By_____ Date_____
Name:
Title: County Attorney

6