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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: March 6, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 8(P)(1)

From: Carlos A. Gimenez,
Mayor

Resolution No. R-224-12

Subject: Resolution authorizing the execution of Joint Funding Agreement No. 12GGESMC0000108 for water resources investigations with the United States Geological Survey to be funded by Miami-Dade County in the amount of $832,822

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a Joint Funding Agreement (JFA) No. 12GGESMC0000108 between Miami-Dade County and the United States Geological Survey (USGS) for Water Resources Investigations for Fiscal Year 2012. Services will be provided by the Water and Sewer Department (WASD) and the Department of Permitting, Environment, and Regulatory Affairs (PERA).

SCOPE OF AGENDA ITEM

The water level recording stations are operated county-wide with saltwater interface monitoring stations near the coast.

FISCAL IMPACT/FUNDING SOURCE

There is a fiscal impact to the County. Pursuant to Resolution R-530-10 adopted by the Board on May 4, 2010, the nature of the commitment is a one-year agreement in the amount of $832,822 between the County and the USGS, in which WASD will fund $532,171, PERA will fund $300,651 and the USGS will fund $108,929, making for a total JFA dollar amount of $941,751. The funding source for WASD and PERA is proprietary revenues, of which WASD is accessing water operating revenues, and PERA is accessing Fund GF030, Subfund 039. Future funding will be determined during the annual budget approval process if the work is not completed by the end of this fiscal year.

TRACK RECORD/MONITOR

WASD's Assistant Director of Regulatory Compliance and Planning will monitor this agreement.

BACKGROUND

Through JFA No. 12GGESMC0000108, 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 comply with the 20-Year Water Use Permit issued by the South Florida Water Management District on November 15, 2007. The permit requires the County to monitor salt water intrusion, conduct stormwater management/modeling and groundwater management/modeling to support infrastructure development, and to perform environmental restoration and protection activities.

The services funded by WASD include the operation and maintenance of 60 water level and 34 salt water interface monitoring stations, the operation and maintenance of seven Doppler instruments and one rain gauge. Other services include the installation of additional water level and saltwater monitoring stations and satellite data platforms, the collection of additional data during droughts, and the operation and maintenance of the *Internet Map Server* website which provides access to current web-based data

for state and federal agency monitoring stations in Miami-Dade County. These state and federal stations monitor saltwater intrusion, groundwater levels and surface water stages.

The services funded by PERA include the operation and maintenance of 30 water-level recording stations, one canal stage meter, Doppler instruments for one site and related data reporting, and the monitoring and maintenance of 40 saltwater interface stations.

This agreement will become effective upon execution and terminate September 30, 2012.

County Manager/Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: March 6, 2012

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

SUBJECT: Agenda Item No. 8(P)(1)

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**

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)
3-6-12

RESOLUTION NO. R-224-12

RESOLUTION AUTHORIZING THE EXECUTION OF JOINT FUNDING AGREEMENT NO. 12GGESMC0000108 FOR WATER RESOURCES INVESTIGATIONS WITH THE UNITED STATES GEOLOGICAL SURVEY TO BE FUNDED BY MIAMI-DADE COUNTY IN THE AMOUNT OF $832,822; 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 County Mayor or County Mayor's designee to execute Joint Funding Agreement No. 12GGESMC0000108 with the United States Geological Survey for Water Resources Investigations to be funded by Miami-Dade County in the amount of $832,822, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or County 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 County Mayor or County Mayor's designee to exercise the provisions contained therein.

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

Joe A. Martinez, Chairman			**aye**
Audrey M. Edmonson, Vice Chairwoman			**absent**
Bruno A. Barreiro	**absent**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**absent**
Sally A. Heyman	**absent**	Barbara J. Jordan	**absent**
Jean Monestime	**absent**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of March, 2012. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

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ORIGINAL

Form 9-1366
(Oct. 2005)

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

Customer #:	6000001226
Agreement #:	12GGESMC0000108
Project #:	
TIN #:	59-6000573
Fixed Cost Agreement	☑ Yes ☐ No

FOR

FLORIDA WATER SCIENCE CENTER - FT. LAUDERDALE

THIS AGREEMENT is entered into as of the 1st day of October, 2011, 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.

   by the party of the first part during the period
   (a) $108,929.00 October 01, 2011 to September 30, 2012

   by the party of the second part during the period
   (b) $832,822.00 October 01, 2011 to September 30, 2012

   (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.

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Form 9-1366 continued

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

Customer #: 6000001226
Agreement #: 12GGESMC0000108
Project #:
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

USGS Point of Contact

Name: Richard Kane
Address: 10500 University Center Drive, #215
Tampa, FL 33612
DUNS#: 137783937/TAS: 142/30804
Telephone: 813.498.5057
Email: rkane@usgs.gov

Signatures

By _____ Date 11/9/11
Name: Rafael W. Rodriguez
Title: Director, FL Water Science Center

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

MIAMI-DADE COUNTY

Customer Point of Contact

Name: Virginia Walsh, P.G.
Address: 3071 SW 38th Avenue, Room 554-10
Miami, FL 33146

Telephone: 786.552.8266
Email: WALSHV@miamidade.gov

Signatures

By _____ Date 1/11/12
Name: Henry N. Gillman
Title: County Attorney

By _____ Date _____
Name: Alina T. Hudak
Title: County Manager/Deputy Mayor

By _____ Date _____
Name:
Title:

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