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

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(O)(1)

Date: December 3, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution authorizing execution of Joint Funding Agreement No. 14GGESMC0000109 between Miami-Dade County and the U.S. Geological Survey for Water Resources Investigations retroactive to October 1, 2013 through September 30, 2018

Resolution No. R-993-13

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of Joint Funding Agreement No. 14GGESMC0000109 between Miami-Dade County through the Water and Sewer Department (WASD) and the U.S. Geological Survey retroactive to October 1, 2013 through September 30, 2018.

The delay in presenting this Joint Funding Agreement to the Board is due to the different reviews the agreement had to undergo as it has various funding sources.

SCOPE

This Joint Funding Agreement provides services of countywide significance as it includes monitoring groundwater water levels, water quality and salt water intrusion throughout the County.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact to the County totals $7,208,160.00, of which $5,580,526.00 will be funded by WASD's Operating Revenues: Water Fund EW101, and $1,627,634.00 will be funded by the Department of Regulatory and Economic Resources (RER) Proprietary Revenues Fund: GF030, Subfund 039. The U.S. Geological Survey will contribute $1,478,875.00, making the total dollar amount of this agreement $8,687,035.00.

TRACK RECORD/MONITOR

WASD's Deputy Director for Regulatory Compliance and Capital Improvements, Douglas L. Yoder, will oversee the implementation of this agreement.

BACKGROUND

The water resources investigations authorized by this Joint Funding Agreement are required to comply with the County's 20-Year Water Use Permit. The investigations conducted include equipment maintenance, and data collection relating to groundwater elevations, water quality and saltwater intrusion. In the past, this Joint Funding Agreement was submitted to the Board on a yearly basis for approval, however, in order to secure future funding from the U.S. Geological Survey, the County and the U.S. Geological Survey changed the term of this joint funding agreement from one (1) year to five (5) years.

The County has had water resources investigation agreements with the U.S. Geological Survey for more than 30 years. The information provided by these monitoring services is used by WASD and RER. The data collected by WASD related to water quality and quantity is used to ensure an adequate and safe

drinking water supply. The data collected by RER is related to water quality in public and private water wells.

The services funded by WASD include the operation and maintenance of sixty-three (63) water level monitoring wells, thirty-five (35) salt water interface monitoring stations, the operation and maintenance of seven (7) rain gauge instruments, the collection of additional data during droughts, and the operation of a website which interacts with the most recent data collected.

The services funded by RER include the operation and maintenance of forty (40) water level recording stations, one canal stage meter and rain gauge flow instrumentation, and twenty-six (26) saltwater interface monitoring stations.

This agreement will terminate on September 30, 2018.

Alina T. Hudak
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 3, 2013

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

SUBJECT: Agenda Item No. 8(O)(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 Mayor'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(O)(1)
12-3-13

RESOLUTION NO. R-993-13

RESOLUTION AUTHORIZING THE EXECUTION OF JOINT FUNDING AGREEMENT NO. 14GGESMC0000109 RETROACTIVE TO OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2018 FOR WATER RESOURCES INVESTIGATIONS WITH THE UNITED STATES GEOLOGICAL SURVEY TO BE FUNDED BY MIAMI-DADE COUNTY IN THE AMOUNT OF $7,208,160.00; AND AUTHORIZING THE COUNTY MAYOR OR 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. 14GGESMC0000109 retroactive to October 1, 2013 through September 30, 2018 with the United States Geological Survey for Water Resources Investigations to be funded by Miami-Dade County in the amount of $7,208,160.00, in substantially the form attached hereto and made a 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 **Lynda Bell**, who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this day 3rd of December, 2013. 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

Form 9-1366

ORIGINAL

U.S. Department of the Interior
Geological Survey

Joint Funding Agreement

Customer #:	6000001226
Agreement #:	14GGESMC0000109
Project #:	MC00E2A
TIN #:	59-6000573
Fixed Cost Agreement	YES

FOR

FLORIDA WATER SCIENCE CENTER - FT. LAUDERDALE/DAVIE

THIS AGREEMENT is entered into as of the, 1st day of October, 2013 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) by the party of the first part during the period

Amount	Date	to	Date
$1,478,875.00	October 01, 2013		September 30, 2018

   (b) by the party of the second part during the period

Amount	Date	to	Date
$7,208,160.00	October 01, 2013		September 30, 2018

   (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.

9-1366 (Continuation) Customer #: 6000001226 Agreement #: 14GGESMC0000109

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.

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: 4446 Pet Lane, Suite 108
Lutz, FL 33559
DUNS#: 137783937/TAS: 144/50804

Telephone: 813.498.5013

Email: nbaroud@usgs.gov

Signature and Date

Signature and Date:

Name: Robert A. Renken 08-20-13

Title: Acting Director, FL WSC

Signature and Date

Signature and Date:

Name:

Title:

MIAMI-DADE COUNTY

Customer Point of Contact

Name: Virginia Walsh

Address: 3071 S.W. 38th Avenue, Room 554-10
Miami, FL 33146

Telephone: 786.552.8266

Email: WALSHV@miamidade.gov

Signature and Date

Signature and Date:

Name: Carlos A. Gimenez

Title: Mayor, Miami-Dade County

Signature and Date

Signature and Date:

Name: Henry N. Gillman

Title: County Attorney