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

MEMORANDUM

Agenda Item No. 8(E)(1)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 6, 2015

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

SUBJECT: Resolution authorizing execution of a Memorandum of Agreement between the Florida Department of Health and Miami-Dade County to conduct quarterly and bi-annual ecological water sampling for a total cost of $8,100.00; and authorizing the County Mayor action to exercise amendment, renewal, extension and cancellation provisions contained therein

Resolution No. R-828-15

The accompanying resolution was prepared by the Miami-Dade Fire and Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2015

To: Honorable Chairman Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Memorandum of Agreement between the Florida Department of Health and Miami-Dade County to Conduct Quarterly and Bi-Annual Ecological Water Sampling

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Memorandum of Agreement (MOA) between the Florida Department of Health and Miami-Dade County to conduct quarterly and bi-annual ecological water sampling in fresh water lakes/ponds used by the Miami-Dade Fire Department (MDFR) for training purposes. This agreement is for a period of three (3) years.

SCOPE

This MOA is countywide.

FISCAL IMPACT/FUNDING SOURCE

The estimated total cost of this agreement is $8,100.00 and will be paid from the MDFR's Training Division operating budget, which is funded through the Fire District.

DELEGATION OF AUTHORITY

Upon approval by the Board, the County Mayor or County Mayor's designee will have the authority to execute amendments, renewals, extensions and cancellation provisions contained in the MOA.

TRACK RECORD/MONITOR

Jeff Strickland, Division Chief of MDFR's Training Division, will monitor this MOA.

BACKGROUND

The purpose of the MOA is to authorize Florida Department of Health to conduct quarterly and bi-annual ecological water sampling through the Miami-Dade County to identify and evaluate significant microbial organisms and other contaminants or pollutants that can potentially affect human health and destroy water quality in fresh water lakes/ponds used by the MDFR for training purposes. The MDFR conducts training in 12 lakes within Miami-Dade County.

In the past, the Florida Department of Health did not charge for this service. Beginning in 2015, the State of Florida notified the MDFR that a fee of $75.00 per water sampling, per location would be charged.

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 6, 2015

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

SUBJECT: Agenda Item No. 8(E)(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(E)(1)
10-6-15

RESOLUTION NO. R-828-15

RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF HEALTH AND MIAMI-DADE COUNTY TO CONDUCT QUARTERLY AND BI-ANNUAL ECOLOGICAL WATER SAMPLING FOR A TOTAL COST OF $8,100.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION TO EXERCISE AMENDMENT, RENEWAL, EXTENSION AND CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, the Board of County Commissioners ("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 County Mayor or the County Mayor's designee to execute the attached Memorandum of Agreement between the Florida Department of Health and Miami-Dade County to perform certain environmental services to identify and evaluate significant microbial organisms and other contaminants or pollutants that can potentially affect human health and destroy water quality in fresh water lakes/ponds used by the Miami-Dade Fire Department for training purposes; authorizes the County Mayor or County Mayor's designee action to exercise amendment, renewal, extension and cancellation clauses contained therein.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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. for

Daniel Frastai

MEMORANDUM OF AGREEMENT

BETWEEN

THE STATE OF FLORIDA, DEPARTMENT OF HEALTH

AND

MIAMI-DADE FIRE RESCUE DEPARTMENT

THIS MEMORANDUM OF AGREEMENT is entered into by and between Miami-Dade Fire and Rescue Department, hereafter referred to as the ("MDFRD"), and the State of Florida, Florida Department of Health, hereafter referred to as the "Provider". The MDFRD desires to engage the Provider to perform certain environmental services to identify and evaluate significant microbial organisms and other contaminants or pollutants that can potentially affect human health and destroy water quality in fresh water lakes/ponds.

NOW, THEREFORE, in consideration of the mutual covenants and considerations set forth herein, the Parties execute this Memorandum of Agreement so same becomes binding and enforceable by and through the Parties, their heirs and assigns, and agree heretofore:

I. TERMS AND DEFINITIONS

1. Memorandum of Agreement (MOA). Document contains and constitutes the legal and binding language between the Provider and the MDFRD, including but not limited to all Attachments, Exhibits, and Amendments, when applicable.

2. Invoice: A mechanism by which the Provider requests payment from MDFRD for services rendered for a specific cost and period.

II. AUTHORIZATION

Chapter 373.026(1), Florida Statutes
Chapter 373.046(1), Florida Statutes
Chapter 154.01(2) (a), Florida Statutes
Chapter 154.06, Florida Statutes

III. RECITALS

The Parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

IV. The Provider agrees to the following:

1. To conduct certain fresh water sampling at the locations specified in Exhibit B, according to the schedule.

2. To screen water for potential ecological problems that would other-wise go unmonitored.

3. To charge MDFRD a fee of $75.00 per water sampling, per location.

4. To adhere to and conduct fresh water sampling applicable to and within federal and state rules, regulations, guidelines, and laws.

5. To provide the MDFRD with a report of fresh water sampling services completed.

6. To provide all supplies, equipment, and staff necessary to perform, conduct, and complete the services outlined in this Agreement.

V. The MDFRD agrees to the following:

1. To provide the Provider with access to the designated sites for the purpose of sampling or testing for fresh water contaminants or pollutants.

2. To pay the Provider within thirty (30) calendar days of receipt of the completed invoice, Exhibit A, for all work completed at each site outline on Exhibit B during each period.

VI. Both Parties mutually agree:

1. The total cost for this service is estimated at $8,100.00 ($2,700.00 per year) during the effective period of this Agreement.

2. In the event that the MDFRD requests additional sampling, the Provider shall complete each sampling at the specified unit fee, $75.00.

3. The Provider shall request payment upon execution of this Agreement. Retroactive payment shall be made for the period during which the Provider has completed services without the benefit of an executed agreement.

VII. Invoice:

For payments, the Provider shall submit a completed invoice, Exhibit A, to the MDFRD within thirty (30) calendar days following the end of the period for which services were completed. The completed Exhibit A shall be submitted to the following:

TO: Miami-Dade County, Finance Department
Attn: Shared Services Payable Unit
111 NW 1st Street, 26th Floor
Miami, FL 33128
Ph.: (305) 375-5236

COPY TO: Gloria J. McKnight
Training and Development Specialist
9300 NW 41st Street
Doral, FL 33178
Office: (786) 331-4210
Email: glory@miamidade.gov

VIII. Termination at Will:

This Memorandum of Agreement may be terminated by either Party upon no less than thirty (30) calendar days' notice in writing to the other Party, without cause, unless a lesser time is mutually agreed upon in writing by both Parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery to the addressees below.

THIS AREA INTENTIONALLY LEFT BLANK

IX. Notice:

Any and all notices given under this Agreement shall be directed, in writing to:

MDFRD:

Chief Jeff Strickland
Training Division
Miami-Dade Fire Rescue Department
9300 NW 41st Street
Miami, Florida 33178-2414
Office: 786-331-4202

State of Florida Department of Health:

Samir M. Elmir, PhD, PE, DEE, CEHP
Director, Division of Environmental Health and
Health and Engineering Services
Golden Glades Office
1725 NW 167th Street
Miami, FL 33056
Office: (305) 623-3500

X. Modification:

Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by both Parties.

XI. Term and Renewal:

This is a multi-year Memorandum of Agreement (MOA) for a period of three (3) years. The agreement may be renewed for an additional period up to three (3) years. Such renewals shall be made by mutual agreement to the other party no later than sixty (60) calendar days' notice in writing to the other party.

XII. Effective and Ending Dates:

This Memorandum of Agreement shall begin on the date on which it was entered into by both parties and it shall end on December 31, 2017.

XIII. Cancellation: Either party upon no less than thirty (30) calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties may terminate this Agreement. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

XIV. Independent Capacity of the Contractor:

In the performance of this Memorandum of Agreement, it is agreed between the parties that the Provider is an independent contractor and that the Provider is solely liable for the performance of all tasks contemplated by this Agreement.

XV. Governing Law:

This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

XVI. Benefit/Assignment:

Subject to provisions herein to the contrary, this Memorandum of Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors and permitted assigns. No Party may assign this Memorandum of Agreement without the prior consent of the other Party, the consent of which shall be given at that Party's sole discretion.

XVII. Waiver of Breach:

Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions herein do not limit any party's right to remedies at law or in equity.

XVIII. Severability:

This Agreement contains all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Agreement is found to be illegal or unreasonable, the remainder of the Agreement shall remain in full force and effect, and such term or provision shall be stricken.

XIX. Time is of the Essence: Time shall be deemed of the essence on the part of the parties hereto in performing all of the terms and conditions hereunder.

XX. Entire Agreement:

This Agreement represents the entire understanding of the parties with respect to the matters covered herein and supersedes all prior and contemporary agreements, representations, and discussion, whether oral or written. This agreement may only be altered, amended, or modified in a writing signed by both parties. All prior agreements pertaining to the subject matter of this agreement entered into between the MDFRD and the Florida Department of Health in Mimi-Dade are hereby terminated commencing on the effective date of this agreement. Said prior agreements shall be replaced by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Agreement to be executed by their officials thereunto duly authorized.

MIAMI-DADE FIRE AND RESCUE DEPARTMENT

Name: Russell Benford

Signature: _____

Title: Deputy Mayor

Date: _____

STATE OF FLORIDA, DEPARTMENT OF HEALTH

Name: Lillian Rivera, RN, MSN, Ph.D.

Signature: _____

Title: Administrator

Date: _____

END OF TEXT

Exhibit A

Mission:
To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

Rick Scott
Governor
John H. Armstrong, MD, FACS
State Surgeon General & Secretary

Vision: To be the Healthiest State in the Nation

Date	Invoice

Bill To:

Miami-Dade County, Finance Department
Attn: Shared Services Payable Unit
111 NW 1st Street, 26th Floor
Miami, Florida 33128

Account No.: FRETRN012016

Bill From:

Milda Belette
Accounts Payable
Florida Department of Health in Miami-Dade
8175 NW 12th Street, Suite 306
Doral, Florida 33126

SERVICE LOCATIONS	BILLING PERIOD	TOTAL NUMBER OF SERVICES PROVIDED	PRICE PER SERVICES	TOTAL AMOUNT REQUESTED FOR PAYMENT

Total amount requested for payment: $

Please make check payable to:
Florida Department of Health in Miami-Dade County
8175 NW 12th Street, Suite 306
Miami, Florida 33126

Florida Department of Health
Division of Administration • Bureau of Financial & Accounting
8175 North West 12th Street, Suite 311 • Miami, FL 33126-1828
PHONE: 786-845-0140 • FAX 305-470-5068

www.FloridasHealth.com
TWITTER:HealthyFLA
FACEBOOK:FLDepartmentofHealth

Ecological Sampling Schedule **Exhibit B**

Site #	Location	Sample Frequency	Total Number of Samples	Cost Per Sample	Total Amount	Zip Code
1	Tropical Park 7900 SW 40th Street Miami, FL	**Quarterly:** Jan.-March; April-June July-Sept.; Oct.- Dec.	4	$75.00	$300.00	33155
2	Amelia Earhart Park-Wakeb Lake 401 East 65th Street Hialeah, FL	**Bi-Annual:** Jan-June July-Dec.	4	$75.00	$300.00	33013
3	Firefighter's Union Hall-Lake 8000 NW 21st Street Hialeah, Florida	**Bi-Annual:** Jan-June July-Dec.	2	$75.00	$150.00	33122
4	Lake Patricia 14110 Lake Childs Ct. Miami Lakes, Florida	**Bi-Annual:** Jan-June July-Dec.	2	$75.00	$150.00	33014
5	Country Village Lake 19090 NW 92nd Avenue Miami, FL	**Bi-Annual:** Jan-June July-Dec.	2	$75.00	$150.00	33015
6	Aqua Bowl Park Lakes NE 154 Street & NE 19th Avenue Miami Beach, Florida	**Bi-Annual:** Jan-June July-Dec.	2	$75.00	$150.00	33162
7	Larry & Perry Thompson Park Lake 12451 SW 184rth Street Miami, FL	**Bi-Annual:** Jan-June July-Dec.	2	$75.00	$150.00	33177
8	MD Fire Station #53 Lake (South of Station)11600 SW Turnpike HWY	**Bi-Annual:** Jan-June July-Dec.	2	$75.00	$150.00	33176
9	Three Lakes 13701 SW 127th Avenue Miami, Florida	**Bi-Annual:** Jan-June July-Dec.	2	$75.00	$150.00	33186
10	Snake Creek Canal 20215 NW 2nd Avenue Miami, Florida	**Bi-Annual:** Jan-June July-Dec.	2	$75.00	$150.00	33186
11	Lake Victoria SW 135th Avenue and SW 270th Street	**Bi-Annual:** Jan-June July-Dec.	2	$75.00	$150.00	33032
12	Miami Executive Airport North Side of 120th Street, West of 137th Avenue within the fence [Access must be coordinated with Station #24 (305-513-7992)]	**Bi-Annual:** Jan-June July-Dec.	2	$75.00	$150.00	33186
RES: Confirmation Samples AS Required – 8 at $75.00 $600.00						

Total Estimate Amount: $2,700.00