

# MEMORANDUM

Agenda Item No. 8(E)(1)

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**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** May 3, 2022

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving the terms of and authorizing a Mutual Agreement between Miami-Dade County, through the Miami-Dade Fire Rescue Department, and the Florida Department of Health – Miami-Dade County, to conduct quarterly and bi-annual ecological water sampling, for a three-year term with two options to renew, each for an additional three-year term, in the total amount of \$9,890.88; and authorizing the County Mayor or to execute amendments to the Agreement and exercise the cancellation, modification, renewal, and termination provisions contained therein, provided that such amendments do not alter the purpose of the Agreement

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The accompanying resolution was prepared by the Fire Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



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Geri Bonzon-Keenan  
County Attorney

GBK/gh

# Memorandum



**Date:** May 3, 2022

**To:** Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor *Daniella Levine Cava*

**Subject:** Resolution Authorizing the County Mayor or County Mayor’s Designee’s Execution of a Memorandum of Agreement Between the State of Florida, Department of Health – Miami-Dade County and Miami-Dade County on behalf of the Miami-Dade Fire Rescue Department

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## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving a Mutual Agreement (MA) between Miami-Dade County, through the Miami-Dade Fire Rescue Department (MDFR) and the Florida, Department of Health – Miami-Dade County (FDH-MDC) to conduct quarterly and bi-annual ecological water sampling, for a three-year term with two options to renew, each for an additional 3-year term; and authorizing the County Mayor or County Mayor’s designee to execute amendments to the agreement and exercise the renewal and termination provisions contained therein, provided that such amendments do not alter the purpose of the agreement.

## **SCOPE**

This item has a Countywide impact.

## **FISCAL IMPACT/FUNDING SOURCE**

The estimated total cost of this agreement is \$9,890.88. The annual cost for services to be provided for the first year under this MA is estimated at \$3,200, \$3,296.00 for the second year, and \$3,394.88 in the third year. Options to renew are subject to an annual increase of 3%, or the current inflation rate, whichever is higher. The invoices will be paid from the MDFR’s Training Division operating budget, which is funded through the Fire District.

## **TRACK RECORD/MONITOR**

Nicolas Morgado, Division Chief of MDFR’s Training Division, will monitor this MA.

## **DELEGATION OF AUTHORITY**

The County Mayor or County Mayor’s designee is authorized to execute the Agreement between the State of Florida, Department of Health – Miami-Dade County and Miami-Dade County, through the Miami-Dade Fire Rescue Department. The County Mayor or County Mayor’s designee is also authorized to execute amendments of said Agreement, and to exercise the renewal, and termination provisions contained therein, provided that such amendments do not alter the purpose of the Agreement.

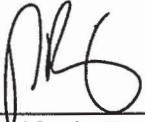
## **BACKGROUND**

MDFRD personnel engage in field training in various environments to prepare them for emergencies they may be called to while on duty, including water rescues. In preparation for such training exercises at designated sites and to protect the health of MDFRD personnel engaging in same from microbial organisms and other water based contaminates and pollutants that can potentially impact their health,

MDFRD partners with FHD-MDC to sample the water quality of all designated sites prior to its use of such sites for aquatic training activities.

The purpose of this MA is to authorize the FDH-MDC to conduct quarterly and bi-annual ecological water sampling at 14 locations identified in Exhibit B to Attachment A, to detect 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 MDFRD for training purposes.

FDH-MDC will adhere to applicable local, state, and federal rules, regulations, guidelines, protocols, and laws in conducting the fresh-water sampling/testing at the identified locations and will provide MDFRD a report of fresh-water sampling services once completed.



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Alfredo Ramirez, III  
Interim Chief Public Safety Officer



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** May 3, 2022

**FROM:**   
Gen Bonzon-Keenan  
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
- Statement of social equity 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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) 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)  
5-3-22

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING A MUTUAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, AND THE FLORIDA DEPARTMENT OF HEALTH – MIAMI-DADE COUNTY, TO CONDUCT QUARTERLY AND BI-ANNUAL ECOLOGICAL WATER SAMPLING, FOR A THREE-YEAR TERM WITH TWO OPTIONS TO RENEW, EACH FOR AN ADDITIONAL THREE-YEAR TERM, IN THE TOTAL AMOUNT OF \$9,890.88; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE AMENDMENTS TO THE AGREEMENT AND EXERCISE THE CANCELLATION, MODIFICATION, RENEWAL, AND TERMINATION PROVISIONS CONTAINED THEREIN, PROVIDED THAT SUCH AMENDMENTS DO NOT ALTER THE PURPOSE OF THE AGREEMENT

**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:

**Section 1.** Approves the terms of and authorizes the County Mayor or County Mayor’s designee to execute the Mutual Agreement (“Agreement”), in substantially the form attached hereto as Attachment A and made a part hereof, between Miami-Dade County, through the Miami-Dade Fire Rescue Department (“MDFRD”), and the Florida Department of Health - Miami-Dade County (“Department”) to conduct quarterly and bi-annual ecological water samples 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. MDFRD

personnel engage in field training in various environments to prepare them for emergencies they may be called to while on duty, including water rescues. In preparation for such training exercises at designated sites and to protect the health of MDFRD personnel engaging in same from microbial organisms and other water based contaminants and pollutants that can potentially impact their health, MDFRD partners with FHD-MCD to sample the water quality of all designated sites prior its use of such sites for aquatic training activities. Pursuant to the Agreement, the Department’s responsibilities include: (a) conducting fresh-water sampling/test at locations identified in Exhibit B to Attachment A; (b) sampling/testing certain fresh-water lakes and/or ponds that MDFRD uses for training for potential ecological problems; and (c) providing MDFRD with a report of fresh-water sampling services that have been completed. The Agreement shall be in effect for a three-year term with two options to renew, each for an additional three-year term. The Agreement shall be in the total amount of \$9,890.88. If exercised, options to renew are subject to a three percent annual increase or the current rate of inflation, whichever is highest.

**Section 2.** Authorizes the County Mayor or County Mayor’s designee to amend the Agreement and exercise the cancellation, modification, renewal, and termination provisions contained therein, provided that such amendments do not alter the purpose of the Agreement.

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:

Jose “Pepe” Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 3<sup>rd</sup> day of May, 2022. 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: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Shanika A. Graves

MUTUAL AGREEMENT  
 BETWEEN  
 FLORIDA DEPARTMENT OF HEALTH - MIAMI-DADE COUNTY  
 AND  
 MIAMI-DADE COUNTY

**THE MUTUAL AGREEMENT** is made and entered into by and between Miami-Dade County through the Miami-Dade Fire Rescue Department, hereafter referred to as the “MDFRD”, and the **Florida Department of Health - Miami-Dade County**, hereafter referred to as the “**Provider**” (collectively, the “Parties”). 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 freshwater, lakes/ponds.

**WHEREAS**, the MDFRD desires to engage the Provider to perform environmental services to identify and evaluate significant problems and sources for potential disease outbreaks or disease-causing microorganism at its training and freshwater lakes or ponds hereby referred to as a “**Designated Sites**”.

**WHEREAS**, the MDFRD realizes that the Provider has the necessary components in place to carry out environmental services to ensure that the water quality at the Designated Sites meet all local, state and federal water standards; therefore, ensuring the MDFRD that the Designated Sites are safe from pathogens, waterborne diseases and/or pollutants.

**WHEREAS**, MDFRD personnel engage in field training in various environments to prepare them for emergencies they may be called to while on duty, including water rescues.

**WHEREAS**, in preparation for such training exercises at Designated Sites and to protect the health of MDFRD personnel engaging in same from microbial organisms and other water based contaminates and pollutants that can potentially impact their health, MDFRD partners with Provider to sample the water quality of all Designated Sites prior its use of such sites for aquatic training activities.

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

## **I. TERMS AND DEFINITIONS**

1. Mutual Agreement (MA). The MA 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 the City for services rendered for a specific cost and period.
3. Designated Site: Specific areas or locations identified in Exhibit B by the MDFRD to be tested by the Provider to ensure that all designated sites maintain optimal water quality.

## **II. AUTHORIZATION**

Section 373.026 (1), Florida Statutes



Section 373.046 (1), Florida Statutes  
Section 154.01 (2) (a), Florida Statutes  
Section 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 freshwater sampling/test at the locations specified in Exhibit B, according to the schedule.
2. To test/sample freshwater at each Designated Sites for potential ecological problems that would otherwise go unmonitored.
3. To charge MDFRD a fee referenced in Exhibit B.
4. To adhere to applicable local, federal and state rules, regulations, guidelines, protocols and laws in conducting freshwater samplings/tests at the Designated Sites.
5. To provide the MDFRD with a report of freshwater sampling services completed.
6. To provide all supplies, equipment, and staff necessary to perform, conduct, and complete the services outlined in this MA.

### **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 freshwater contaminants or pollutants.
2. To pay the Provider within thirty (30) calendar days or receipt of the once 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 services to be provided during the three (3) year period of this MA is estimated at \$9,890.88. Therefore, the annual cost for services to be provided for the first year under this MA is estimated at \$3,200, \$3,296.00 in the second year, and \$3,394.88 in the third year. The term of this MA will adhere to the stipulation outlined in Section XI.
2. In the event that the MDFRD requests additional sampling, the Provider shall complete each sampling at the specified unit fee as referenced in Exhibit B.
3. Any and all retroactive payments shall be made for the period which the Provider has completed services without the benefit of an executed agreement as referenced in Exhibit B.
4. To not discriminate on the basis of race, color, gender, disability, national origin, creed, religion, ancestry, veteran status, age, sexual orientation, gender identity or any other category specifically protected by any applicable state and federal laws in the performance of the terms of this MA.
5. To be fully responsible for its acts, actions, omissions, and negligence of its agents, officers, and employees during the performance or operation of this MA. Nothing herein is intended to serve as a waiver of sovereign immunity described in section 768.28, F.S. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued

by third parties in any matter arising out of this MA or any subsequent modifications thereof, whether direct or indirect and whether to any person or tangible or intangible property. The Provider cannot insure or indemnify the Miami-Dade Fire and Rescue Department, its officers, employees, and agents, or any third parties.

**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, per Exhibit B. The completed Exhibit A shall be submitted to the following:

To: Miami-Dade County, Finance Department  
Attn: Shared Services Payable Unit  
111 NW 1<sup>st</sup> Street, 26<sup>th</sup> Floor  
Miami, Florida 33128  
Ph: (305)375-5236

COPY TO: Chief Nicolas Morgado  
Training Division  
9300 NW 41<sup>st</sup> Street  
Doral, Florida 33178-2414  
Office: (786) 331-4202

**VIII. Termination at Will:**

This MA may be terminated by either party upon no less than thirty (30) calendar days' notice in writing to the other party without cause, be delivered by certified mail, return receipt requested, or in person with proof of deliver to the address below.

**IX. Notice:**

All notices given under this MA shall be directed, in writing to:

**MDFRD:**

Chief Nicolas Morgado  
Training Division  
Miami-Dade Fire Rescue Department  
9300 NW 41<sup>st</sup> Street  
Miami, Florida 33178-2414  
Office: 786-331-4202

**State of Florida Department of Health:**

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

**X. Modification:**

Modifications of provisions of this MA shall only be valid when they have been reduced to writing and signed by both Parties. The MA shall begin once both parties have signed the agreement.

**XI. Term and Renewal**

The MA shall be in effect for a three (3)-year term with two (2) options to renew, each for an additional three (3)-year term must be in writing. If such options are exercised, no further renewals of this MA will be executed unless authorized by the Miami-Dade Board of County Commissioners.

**XII. Environmental Fees**

Environmental fees will be assessed by the Provider at a rate referenced in Exhibit B for 32 samplings per year. Upon approval by the County Mayor or County Mayor's designee, such fees will be increased automatically by 3 percent, or the current inflation rate, whichever is higher, annually, beginning the 1<sup>st</sup> of October of each year. The Provider shall round any increased fees to the next highest whole five (5) dollar increment.

**XIII. Effective and Ending Dates**

This MA shall be effective on the date which the agreement has been signed by both parties, and shall end on December 31, 2024, unless amended, modified, renewed, or terminated by the Parties as provided herein.

**XIV. Cancellation:**

Either party may cancel this agreement 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.

**XV. Independent Capacity of the Contractor:**

In the performance of this MA, 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 MA.

**XVI. Governing Law and Venue:**

The validity and construction of this MA, and other the rights and duties of the Parties, shall be governed in accordance with the laws of the State of Florida. Venue to address and dispute arising between the Parties from this MA shall lie exclusively in the jurisdiction of Miami-Dade County, Florida.

**XVII. Benefit/Assignment:**

Notwithstanding any provisions herein to the contrary, this MA 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 MA without the prior written consent of the other party, which shall be given at the party's sole discretion.

**XVIII. Waiver of Breach:**

Waiver of breach of any provisions of this MA 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 MA. The provisions herein do not limit any party's right to remedies at law or in equity

**XIX. Severability:**

This MA 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 MA shall supersede all previous communications, representations, or agreements, either verbal or written between the Parties. If any term or provision of this MA is found to be illegal, the remainder of the MA shall remain in full force and effect, and such term or provision shall be stricken.

**XX. Time is of the Essence:**

Time shall be deemed of the essence on the part of the Parties hereto in performing all the terms and conditions hereunder.

**XXI. Entire Agreement:**

This MA 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 MA may only be altered, amended, or modified in a writing signed by both Parties. All prior agreements pertaining to the subject matter of this MA entered into between the MDFRD and the Provider or any of its subdivisions are hereby terminated commencing on the effective date of this MA. Said prior agreements shall be replaced by this MA.

**IN WITNESS WHEREOF**, the Parties hereto have caused this 7-page Mutual Agreement to be executed by their officials thereunto duly authorized.

Florida Department of Health-Miami Dade

Miami-Dade County

Name: Yesenia D. Villalta, APRN, DNP, MSN

Name: Daniella Levine Cava

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Administrator/Health Officer

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

END OF TEXT

**Mission:**

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



**Ron DeSantis**  
Governor

**Scott A. Rivkees, MD**  
State Surgeon General

**Vision:** To be the Healthiest State in the Nation

**Exhibit A**

Date: \_\_\_\_\_ Invoice #: \_\_\_\_\_

**Bill To:**

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

**Bill From:**

Milda Belette  
Operations Analyst II  
Billing Office  
Miami-Dade County Health Department  
8175 NW 12th Street, #306  
Doral, Florida 33126

Contract No:

SERVICES PROVIDED	BILLING PERIOD	TOTAL SERVICES PROVIDED	RATE PER SERVICES	AMOUNT REQUESTED FOR PAYMENT

Payment requested for monitoring completed at the locations per Exhibit B.

Total amount requested for payment: \$ \_\_\_\_\_

Please make check payable to:  
State of Florida, Department of Health  
8175 NW 12<sup>th</sup> Street, Suite 305  
Doral, FL 33126

Ecological Sampling Schedule								Exhibit B	
Site	Location	Sample Frequency	Total Number of Samples	Cost Per Sample 2022	Cost Per Sample 2023	Cost Per Sample 2024	Total Amount	Zip Code	
1	Tropical Park 7900 Southwest 40 Street, Miami FL	Quarterly: Jan - March; April - June; July - Sept.; Oct. - Dec.	4	\$100.00	\$103.00	\$106.09	\$1,236.36	33155	
2	Amelia Erhart Park- Wakeboard Lake 401 East 65 Street, Hialeah FL	Bi-Annual: Jan. - June July - -Dec.	4	\$100.00	\$103.00	\$106.09	\$1,236.36	33013	
3	Firefighter's Union Hall- Lake 8000 Northwest 21 Street, Miami FL	Bi-Annual: Jan. - June July - -Dec.	2	\$100.00	\$103.00	\$106.09	\$618.18	33122	
4	Lake Patricia 14110 Lake Childs Ct, Miami Lakes	Bi-Annual: Jan. - June July - -Dec.	2	\$100.00	\$103.00	\$106.09	\$618.18	33014	
5	Country Village Lake 19090 NW 62nd Ave, Miami FL	Bi-Annual: Jan. - June July -Dec.	2	\$100.00	\$103.00	\$106.09	\$618.18	33015	
6	Aqua Bowl Park Lake NE 154 St & NE 19 Ave, Miami Beach	Bi-Annual: Jan. - June July - -Dec.	2	\$100.00	\$103.00	\$106.09	\$618.18	33162	
7	Leisure Lake 14841 Harding Lane, Homestead, FL	Bi-Annual: Jan. - June July - -Dec.	2	\$100.00	\$103.00	\$106.09	\$618.18	33033	
8	MD Fire Sta 53 Lake (South Of Station) 11600 SW Turnpike HWY	Bi-Annual: Jan. - June July - -Dec.	2	\$100.00	\$103.00	\$106.09	\$618.18	33176	
9	Three Lakes 13701 SW 127 Ave Miami FL	Bi-Annual: Jan. - June July - -Dec.	2	\$100.00	\$103.00	\$106.09	\$618.18	33186	
10	Snake Creek Canal 20215 Northwest 2 Ave, Miami FL	Bi-Annual: Jan. - June July - -Dec.	2	\$100.00	\$103.00	\$106.09	\$618.18	33169	
11	Venezia Lakes SW 132 Ave and SW 136 St.	Bi-Annual: Jan. - June July - -Dec.	2	\$100.00	\$103.00	\$106.09	\$618.18	33032	
12	Lake Victoria SW 135 Ave and SW 136 St Miami, FL	Bi-Annual: Jan. - June July - -Dec.	2	\$100.00	\$103.00	\$106.09	\$618.18	33189	
13	Miami Executive Airport North Side of 1020th 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	\$100.00	\$103.00	\$106.09	\$618.18	33186	
14	Hammocks Lake SW 150 PL and Hammocks Blvd	Bi-Annual: Jan. - June July - -Dec.	2	\$100.00	\$103.00	\$106.09	\$618.18	33196	
RES:	Confirmation Samples As required								
Yearly Total Estimate Amount:				Total:	Year 1: \$3,200, Year 2: \$3,296.00, Year 3: \$3,394.88				
13J43									