

# Memorandum



**Date:** February 2, 2021

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

**From:** Daniella Levine Cava  
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

**Subject:** Resolution Ratifying Actions Related to Miami-Dade Aviation Department's  
Capital Improvements Acceleration Ordinance, Section 2-285.2 of the Miami-  
Dade County Code

Agenda Item No. 8(A)(3)

Resolution No. R-73-21

---

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) ratify the actions of the County Mayor or County Mayor’s designee pursuant to the Miami-Dade Aviation Department's (MDAD) Capital Improvements Acceleration Ordinance No. 19-122, codified as Section 2-285.2 of the Miami-Dade County Code, in ratifying reimbursable Cooperative Service Agreement No. 21-7212-8035-RA between MDAD and the United States Department of Agriculture Animal and Plant Health Inspection Service - Wildlife Services, summarized herein and described in more detail in Exhibit A, and attached as Exhibit B. Cooperative Service Agreement No. 21-7212-8035-RA and all other documents that it incorporates by reference will be collectively referred to as the “Subject Agreement.” Below is a summary of the Subject Agreement. and a brief description of the project to which it relates.

## **Cooperative Service Agreement**

Pursuant to Section 2-285.2 of the Code of Miami-Dade County (CIP Acceleration Ordinance), this reimbursable Subject Agreement was executed by Miami-Dade County, through MDAD, on September 9, 2020. The Subject Agreement provides for a wildlife management project to assist MDAD in mitigating threats to aviation safety at Miami International Airport and other County-owned airports. The term of this Subject Agreement is for one year, with an effective date from October 1, 2020 to September 30, 2021, for a total reimbursable amount of \$16,500.

## **Scope**

Miami International Airport (MIA), which is located in District 6 is represented by Commissioner Rebeca Sosa, and the County’s General Aviation airports (GAA) are located in various commission districts. However, as noted in Exhibit A, the Subject Agreement has a countywide impact as MIA and the GAA are regional assets.

## **Delegation of Authority**

Pursuant to the CIP Acceleration Ordinance as described more fully below, the attached resolution delegates to the County Mayor or County Mayor’s designee the authority to exercise all provisions, including the termination provisions, of the Subject Agreement.

**Fiscal Impact/Funding Source**

The fiscal impact and funding sources to the County are detailed on Exhibit A, as attached.

**Track Record/Monitoring**

MDAD’s Chief of Staff, Arlyn Rull-Valenciaga, will oversee the implementation of this Subject Agreement.

**Background**

On December 3, 2019, the Board approved Ordinance No. 19-122, creating Section 2-285.2 of the Code of Miami-Dade County relating to procurement of MDAD’s capital improvements. Under the CIP Acceleration Ordinance, the Board has delegated to the County Mayor or County Mayor’s designee, among other things, the authority to enter into reimbursable agreements providing for County funding of agency services with the Federal Aviation Administration, the Transportation Security Agency, and any other Federal or State agency whose presence at MIA or the GAAs is necessary for the efficient and effective functioning of the airports. The services provided through the wildlife management project proposed in the Subject Agreement are necessary to ensure safety at the airfields in the County’s airport system.

Exhibit A includes the details of the Subject Agreement and contains the information below:

- Item Number
- Department Name
- Contract Type
- Agreement No.
- Commission District
- Funding Source(s)
- Estimated Start / Estimated End Date
- Contract Measures: Small Business Enterprise (SBE) Goods & Services; SBE-Architectural/Engineering (A/E); SBE-Construction; Community Workforce Program (CWP)
- Brief Project Description

Exhibit B is the executed Subject Agreement, including the Financial Plan and Work Plan that the Subject Agreement incorporates by reference. The Subject Agreement was executed by the County Mayor or County Mayor’s designee in accordance with the CIP Acceleration Ordinance.

Attachments



Jimmy Morales  
Chief Operations Officer



## MEMORANDUM

(Revised)

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

**DATE:** February 2, 2021

**FROM:**   
Gen Bonzon-Keenan  
Successor County Attorney

**SUBJECT:** Agenda Item No. 8(A)(3)

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(A)(3)  
2-2-21

RESOLUTION NO.      R-73-21

RESOLUTION RATIFYING THE EXECUTION OF COOPERATIVE SERVICE AGREEMENT NO. 21-7212-8035-RA BETWEEN MIAMI-DADE COUNTY AND THE UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES (“APHIS-WS”) IN AN AMOUNT UP TO \$16,500.00 FOR APHIS-WS’S PROVISION OF WILDLIFE MANAGEMENT SERVICES AT THE COUNTY’S AIRPORTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXERCISE ALL PROVISIONS CONTAINED IN SAID AGREEMENT, INCLUDING THE TERMINATION PROVISIONS

**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:

**Section 1.**      Ratifies the execution of Cooperative Service Agreement No. 21-7212-8035-RA between the County and the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (“APHIS-WS”) in an amount up to \$16,500.00 for APHIS-WS’s provision of wildlife management services at the County’s airports, a copy of which agreement is attached as Exhibit B to the accompanying memorandum.

**Section 2.**      Authorizes the County Mayor or County Mayor’s designee to exercise all provisions contained in the subject agreement, including the termination provisions.

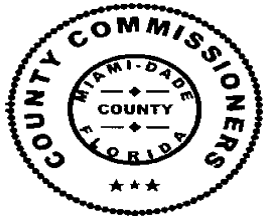
The foregoing resolution was offered by Commissioner      **Rebeca Sosa**  
who moved its adoption. The motion was seconded by Commissioner      **Eileen Higgins**  
and upon being put to a vote, the vote was as follows:

|                                       |            |                        |            |
|---------------------------------------|------------|------------------------|------------|
| Jose "Pepe" Diaz, Chairman            | <b>aye</b> |                        |            |
| Oliver G. Gilbert, III, Vice-Chairman | <b>aye</b> |                        |            |
| Sen. René Garcia                      | <b>aye</b> | Keon Hardemon          | <b>aye</b> |
| Sally A. Heyman                       | <b>aye</b> | Daniella Cohen Higgins | <b>aye</b> |
| Eileen Higgins                        | <b>aye</b> | Joe A. Martinez        | <b>aye</b> |
| Kionne L. McGhee                      | <b>aye</b> | Jean Monestime         | <b>aye</b> |
| Raquel A. Regalado                    | <b>aye</b> | Rebeca Sosa            | <b>aye</b> |
| Sen. Javier D. Souto                  | <b>aye</b> |                        |            |

The Chairperson thereupon declared this resolution duly passed and adopted this 2<sup>nd</sup> day of February, 2021. 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: **Melissa Adames**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Ryan C. Zagare

Exhibit A: Ratification of Cooperative Service Agreement Authorized by Ordinance No. 19-122

| Item No. | Dept. Name | Contract Type                 | Agreement No.                                     | Commission District(s) | Funding Source(s)    | Est. Start Date                                                          |  | Contract Measures    |         |            |             | Brief Project Description                                                                                                                                                                                                                                |
|----------|------------|-------------------------------|---------------------------------------------------|------------------------|----------------------|--------------------------------------------------------------------------|--|----------------------|---------|------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          |            |                               |                                                   |                        |                      | Est. End Date                                                            |  | SBE Goods & Services | SBE A/E | SBE Const. | CWP Program |                                                                                                                                                                                                                                                          |
| 1        | MDAD       | Cooperative Service Agreement | Cooperative Service Agreement No. 21-7212-8035-RA | Countywide Impact      | Operational Revenues | Start Date of Agreement: 10/01/2020<br>End Date of Agreement: 09/30/2021 |  | N/A                  | N/A     | N/A        | N/A         | The Scope of Work includes for the provision of services to harass or remove wildlife that pose a flight safety hazard from airside operations, hangars and buildings located at Miami International Airport and the County's General Aviation Airports. |

# EXHIBIT B

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**MIAMI-DADE AVIATION DEPARTMENT (COOPERATOR)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Cooperative Service Agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan, which is attached hereto and made a part hereof.

**ARTICLE 2 – AUTHORITY**

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.



4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

#### **ARTICLE 4 - COOPERATOR RESPONSIBILITIES**

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;  
  
Lester Sola, Aviation Director  
Miami-Dade Aviation Department  
PO Box 025504 Miami, FL 33102  
(305) 342-0559  
Director@miami-airport.com
2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermitees.

## **ARTICLE 5 – APHIS-WS RESPONSIBILITIES**

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Parker Hall, FL State Director  
2820 East University Avenue  
Gainesville, FL 32641  
(352) 448-2135  
parker.hall@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

## **ARTICLE 6 – CONTINGENCY STATEMENT**

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

## **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

## **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

## **ARTICLE 9 – LAWS AND REGULATIONS**

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

## **ARTICLE 10 – LIABILITY**

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

## **ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

## **ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS**

This agreement shall become effective on October 1, 2020 and shall continue through September 30, 2021. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.



In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 59-6000573  
APHIS-WS's Tax ID: 41-0696271

Cooperator:

  
Lester Sola, Aviation Director  
Miami-Dade Aviation Department  
PO Box 025504  
Miami, FL 33102

9/9/2020  
Date

Approved for Legal Sufficiency



UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

**PARKER HALL**

Digitally signed by PARKER HALL  
Date: 2020.09.14 13:13:14 -04'00'

Parker Hall, FL State Director  
USDA, APHIS, WS  
2820 East University Avenue Gainesville, FL 32641

Date

## **WORK PLAN**

In accordance with the Cooperative Service Agreement between the Miami-Dade Aviation Department (MDAD) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

### **Program Objective**

The objective of this cooperative service agreement is to assist MDAD in mitigating threats to aviation safety at Miami International Airport and other MDAD controlled airfields.

### **Plan of Action**

Wildlife Services will use firearms, pyrotechnics, cage traps, snares, and steel traps, to harass or lethally remove wildlife that pose a flight safety hazard from the AOA, hangars, and buildings. Animals lethally removed will be disposed of according to MDAD directions. MDAD will be responsible for informing security and other persons of concern of the wildlife control activities. WS employees understand that access to the AOA is restricted in accordance with Federal law and County regulations. Access to the AOA for WS personnel will be granted only in conformance with all applicable statutes, rules, regulations, and procedures

## FINANCIAL PLAN

| Cost Element                                                                                                                                            |        | Full Cost |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|
| Personnel Compensation                                                                                                                                  |        | 12,112    |
| Travel                                                                                                                                                  |        |           |
| Vehicles                                                                                                                                                |        |           |
| Other Services                                                                                                                                          |        |           |
| Supplies and Materials                                                                                                                                  |        | 865       |
| Equipment                                                                                                                                               |        |           |
| Subtotal (Direct Charges)                                                                                                                               |        | 12,977    |
|                                                                                                                                                         |        |           |
| Pooled Job Costs                                                                                                                                        | 11.00% | 1,427     |
| Indirect Costs                                                                                                                                          | 16.15% | 2,096     |
| Aviation Flat Rate Collection                                                                                                                           |        |           |
|                                                                                                                                                         |        |           |
| Agreement Total                                                                                                                                         |        | 16,500    |
| The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$16,500 |        |           |

Financial Point of Contact/Billing Address:

Cooperator Name, Address, Phone Number, Email

Norman Hegedus  
Miami-Dade Aviation Department  
P.O. Box 025504  
Miami, FL 33102  
305-342-0559  
[NHEGEDUS@miami-airport.com](mailto:NHEGEDUS@miami-airport.com)

APHIS-WS State Office Name, Address, Phone Number, Email

Vielka Dyer, Budget Analyst 2820 East  
University Avenue Gainesville, FL 32641  
(352) 448-2137  
[vielka.g.dyer@usda.gov](mailto:vielka.g.dyer@usda.gov)