

MEMORANDUM

Agenda Item No. 8(O)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 6, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an agreement between Miami-Dade County and the University of Miami to allow the University to conduct a research project related to coronavirus disease 2019 for the National Institute of Health at the Miami-Dade Water and Sewer Department's Central and South District Wastewater Treatment Plants, Agreement No. IBISOTH1027; and authorizing the County Mayor to execute same and exercise any and all provisions contained therein

Resolution No. R-614-23

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.



Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum



Date: July 6, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

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

Subject: Resolution for Execution of an Agreement for conducting a research project in conjunction with the National Institute of Health entitled, "Development and Proof-of-Concept Implementation of the South Florida Miami RADx-rad SARS-CoV-2 Wastewater-Based Surveillance Infrastructure" – Agreement No. IBISOTH1027

Executive Summary

This item seeks authorization by the Board of County Commissioners (the "Board") to enter into an Agreement between Miami-Dade County (the "County") and the University of Miami (the "University") for participation in a research project in conjunction with the National Institute of Health entitled "Development and Proof-of-Concept Implementation of the South Florida Miami RADx-rad SARS-CoV-2 Wastewater-Based Surveillance Infrastructure"—Agreement No. IBISOTH1027 (the "Agreement"). Through the research project, the University will compare wastewater sample collection data to human surveillance data to determine whether wastewater can be used to track COVID-19 illness rates or other infectious diseases in a community.

In 2021, the University and the County entered into a Pilot Agreement No. IBISOTH220 for a twelve (12) month term with one (1) twelve (12) month option-to-renew to allow the University access to the Central District Wastewater Treatment Plant (CDWWTP) in order to conduct a research project for the National Institute of Health related to the coronavirus disease 2019 (COVID-19). That agreement was renewed in 2022, and the University would like to continue its research project via a new agreement in 2023. The initial results concluded that the degradation rates of the virus were insignificant and the COVID-19 concentrations from wastewater samples were representative of the levels of infection present in the community.

The Agreement sets out the terms and conditions for the University's use of the CDWWTP and South District Wastewater Treatment Plant (SDWWTP) to obtain samples for the study, including the University's ability to use the certified laboratories at both plants as well as the University's and the County's' rights to share laboratory data relating to other wastewater physical and chemical parameters of interest. The Agreement is for a five (5) year term with one (1) five (5) year option-to-renew, and the University will not receive any funds from the County to conduct this research project.

Recommendation

It is recommended that the Board approve the Agreement, which is for a term of five (5) years with a five (5) year option-to-renew. The Agreement is attached hereto as Exhibit 1.

Scope

The University has requested access to the CDWWTP, 3989 Rickenbacker Causeway, Miami, Florida 33149, and the SDWWTP, 8950 SW 232 Street, Miami, FL 33190, which are located in Commission District 7, represented by Commissioner Raquel Regalado, and Commission District 8, represented by Commissioner Danielle Cohen-Higgins, respectively.

Fiscal Impact/Funding Source

There is no fiscal impact associated with the Agreement. The University will not receive any funds from the County to conduct this research project.

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
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Track Record/Monitoring

The Miami-Dade Water and Sewer Department (“WASD”) Assistant Director of Wastewater Operations, Joshi Raghavender, P.E, will oversee the implementation of the Agreement with the University.

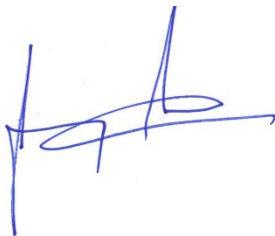
Delegation of Authority

Upon the Board’s approval of this item, the County Mayor or County Mayor’s designee will have the authority to execute the attached Agreement on behalf of the County and to exercise any and all provisions contained therein.

Background

On May 3, 2021, pursuant to Miami-Dade County Implementing Order 3-38, the University and the County entered into a Pilot Agreement No. IBISOTH220 for a twelve (12) month term with one (1) twelve (12) month option-to-renew to allow the University access to the CDWWTP in order to conduct a research project for the National Institute of Health related to the coronavirus disease 2019 (COVID-19). On July 14, 2022, Amendment Number One to the Pilot Agreement was approved, which allowed the University to exercise the 12-month option to renew in the Pilot Agreement.

The University would like to continue its research project in conjunction with the National Institute of Health entitled “Development and Proof-of-Concept Implementation of the South Florida Miami RADx-rad SARS-CoV-2 Wastewater-Based Surveillance Infrastructure.” The purpose of the University’s research project is to evaluate the adequacy of composite versus grab samples (given that the SARS-CoV-2 signal degrades over time) and to evaluate the hourly variation in SARS-CoV-2 in sewage at the community (county-level) scale. WASD has certified laboratories that analyze wastewater samples for physical and chemical properties, which are located at the CDWWTP and the SDWWTP that the University will have access to as set forth in the terms of this Agreement. The Agreement sets out the terms and conditions for the University to use the CDWWTP and the SDWWTP, including the use of the certified laboratories at both plants as well as the Parties’ rights to share corresponding laboratory data relating to other wastewater physical and chemical parameters of interest. The Agreement is for a five (5) year term with one (1) five (5) year option-to-renew.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 6, 2023

FROM: 
Gen Bonzon-Keenan
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
- ☐ 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(O)(1)
7-6-23

RESOLUTION NO. R-614-23

RESOLUTION APPROVING AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE UNIVERSITY OF MIAMI TO ALLOW THE UNIVERSITY TO CONDUCT A RESEARCH PROJECT RELATED TO CORONAVIRUS DISEASE 2019 FOR THE NATIONAL INSTITUTE OF HEALTH AT THE MIAMI-DADE WATER AND SEWER DEPARTMENT'S CENTRAL AND SOUTH DISTRICT WASTEWATER TREATMENT PLANTS, AGREEMENT NO. IBISOTH1027; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ANY AND ALL PROVISIONS CONTAINED THEREIN

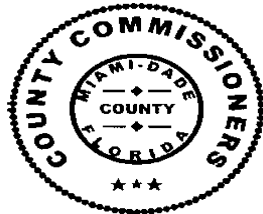
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the execution of an Agreement between Miami-Dade County and the University of Miami (the "University") to allow the University to conduct a research project related to coronavirus disease 2019 for the National Institute of Health at the Miami-Dade Water and Sewer Department's Central and South District Wastewater Treatment Plants, Agreement No. IBISOTH1027 (the "Agreement"), in substantially the form attached to the accompanying Mayor's memorandum as Exhibit 1. The Agreement is for a five year term with one five year option-to-renew. The Board also authorizes the County Mayor or County Mayor's designee to execute the Agreement for and on behalf of Miami-Dade County, Florida and to exercise any and all provisions contained therein.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	absent
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of July, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis

**AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND
UNIVERSITY OF MIAMI
AGREEMENT NO: IBISOTH223**

THIS AGREEMENT (hereinafter, the “Agreement”) made and entered into this ____ day of _____, 20__ (“Effective Date”), by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter, the “COUNTY”), by and through its Water and Sewer Department (hereinafter, “WASD”), and the UNIVERSITY OF MIAMI, a non-profit academic institution, located at 1320 S. Dixie Highway, Suite 650, Coral Gables, Florida 33146 (hereinafter, the “UNIVERSITY,” and collectively with the COUNTY, the “Parties”).

RECITALS

WHEREAS, WASD operates and maintains the COUNTY’S water and wastewater utility systems; and

WHEREAS, the UNIVERSITY is conducting a research project in conjunction with the National Institute of Health entitled, “Development and Proof-of-Concept Implementation of the South Florida Miami RADx-rad SARS-CoV-2 Wastewater-Based Surveillance Infrastructure” (hereinafter, “Research Project”); and

WHEREAS, the purpose of this Research Project is to evaluate the adequacy of composite versus grab samples (given that the SARS-CoV-2 signal degrades over time) and to evaluate the hourly variation in SARS-CoV-2 in sewage at the community (county-level) scale; and

WHEREAS, the UNIVERSITY requested, and the COUNTY agreed, to allow the UNIVERSITY access at the Central Wastewater Treatment Plant, located at 3989 Rickenbacker Causeway, Miami, Florida 33149 (hereinafter, “CDWWTP”) and the South Dade Wastewater Treatment Plant (“SDWWTP”) located at 8950 SW 232 Street, Miami, FL 33190, in order to obtain sewage samples for the Research Project; and

WHEREAS, the WASD has certified laboratories that analyze wastewater samples for physical and chemical properties, which are located at the CDWWTP and SDWWTP; and

WHEREAS, this Agreement sets out the terms and conditions for the UNIVERSITY’s ability to use the CDWWTP and SDWWTP, including the certified laboratories at both plants, for the Research Project and the Parties’ right to share corresponding laboratory data relating to other wastewater physical and chemical parameters of interest,

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, the Parties agree as follows:

TERMS:

1. INCORPORATION OF RECITALS:

The foregoing Recitals are true and correct and are hereby incorporated herein by reference. If there is a conflict between any of the Recitals and the Terms of this Agreement, the Terms set forth below shall control.

2. TESTING:

The Parties agree to coordinate and mutually cooperate to meet the overall objectives as outlined in the Sampling and Testing Objectives attached as Exhibit “A”.

3. **UNIVERSITY RESPONSIBILITIES:**

The UNIVERSITY shall compare wastewater sample collection data to human surveillance data to determine if wastewater is able to track COVID-19 illness rates or other infectious diseases. In conducting the Research Project at the CDWWTP and SDWWTP, the UNIVERSITY shall:

- Provide all of its own supplies and material used to recover samples from the CDWWTP and SDWWTP.
- Coordinate times with WASD for meeting at a CDWWTP, SDWWTP and at the WASD laboratory.
- Collect samples from CDWWTP and SDWWTP at the specified site location approved by WASD.
- Process large grab samples from CDWWTP and SDWWTP
- During the 24-hour sampling, two (2) or three (3) UNIVERSITY representatives will collect and process samples at the same time. Teams from the University will work over an 8-hour shift, resulting in a total of six (6) to nine (9) representatives processing samples during three (3) consecutive shifts for a total of twenty-four (24) hours.
 - The samples acquired during the 24-hour sampling period are to be brought back to the WASD laboratory and combined and processed for virus concentration using a hood at WASD. One (1) person will be accompanied by a WASD operator to Plant 1 and Plant 2 to collect the samples on an hourly basis.
- The UNIVERSITY will ensure that the following requirements related to training are satisfied:
 - All UNIVERSITY researchers taking part in twenty-four (24) hour sampling will participate in a Tuesday weekly sampling trip to become familiarized with the CDWWTP, SDWWTP and the laboratory facility prior to engaging in the twenty-four (24) hour sampling.
 - A training day will be planned between WASD and the UNIVERSITY researchers to go over the plan for 24-hour sampling, prior to its execution.
 - A coordination meeting will be held between WASD and the UNIVERSITY researchers prior to the execution of twenty-four (24) hour sampling.
 - All UNIVERSITY researchers shall have WASD issued ID for CDWWTP and SDWWTP access and are to fill out WASD COVID-19 survey.
- The UNIVERSITY will ensure that the following requirements related to the UNIVERSITY's Health and Safety Plan are satisfied:
 - Field Safety:
 - The UNIVERSITY team will be accompanied by a WASD Plant Operator when outside of the administrative building to collect samples.
 - The UNIVERSITY team will provide head lamps and lanterns to enhance visibility at night.
 - The UNIVERSITY field personnel will have appropriate field safety equipment, laboratory coats, eye protection, gloves, pants, closed non-slip shoes, reflective vests, and any other equipment necessary.
 - The UNIVERSITY will provide all field sampling equipment.
 - Emergency contacts will be identified for field emergencies.
 - Laboratory Safety:
 - Two (2) UNIVERSITY representatives will be present in the WASD laboratory while processing samples.
 - The UNIVERSITY laboratory personnel will have appropriate lab safety equipment, laboratory coats, eye protection, gloves, pants to cover legs, and closed non-slip shoes.
 - Emergency contact will be identified for laboratory emergencies. Emergency contact will include contacts for all UNIVERSITY team personnel and the nearest hospital.

4. COUNTY RESPONSIBILITIES:

The COUNTY will provide the UNIVERSITY with access to CDWWTP and SDWWTP for the purpose of collecting sewage samples (both composite and grab samples) for comparison. The COUNTY will do the following:

- The COUNTY will provide the UNIVERSITY representatives with access to WASD's laboratory at both plants.
- The COUNTY will provide one (1) WASD employee to accompany the UNIVERSITY representatives while on the COUNTY's property for the purposes outlined within this Agreement.
- The COUNTY will allow the UNIVERSITY representatives to access CDWWTP and SDWWTP to collect routine samplings.
 - Provide the UNIVERSITY's representatives with access to the CDWWTP and SDWWTP in order to recover two 1-liter grab samples from Plant 1 and Plant 2 on a weekly basis. If the sample is to be taken with a dipstick, then either Party may recover sample; however, if the sample is to be taken from an autosampler, the COUNTY's representative will recover the sample and provide it to the UNIVERSITY's representative on site.
 - Provide the UNIVERSITY's representatives with access to 24-hour composite sample recovered on same day as sampling day visits.
- Large Grab Sample:
 - WASD will allow the UNIVERSITY to acquire a large grab sample twice a week. WASD will coordinate with the UNIVERSITY if an additional large grab sample is if needed.
- 24-hour Sampling:
 - WASD will coordinate with the UNIVERSITY to allow access to collect samples on an hourly basis for a period of twenty-four (24) hours. Such sampling will occur in three (3) eight (8) hour shifts.
 - Sampling will begin at 8:00 a.m. on a weekday (other than Friday) and end at 8:00 a.m. the following morning.
 - WASD will provide the UNIVERSITY's representatives with access to WASD's laboratory for processing samples at CDWWTP and SDWWTP.
 - WASD shall conduct a training day for the UNIVERSITY representatives prior to such sampling occurring.
- The COUNTY will ensure that the following requirements related to the COUNTY's Health and Safety Plan are satisfied:
 - Field Safety:
 - All UNIVERSITY representatives shall be accompanied by a WASD operator when outside of the administrative building to collect samples.
 - WASD will review available lighting and enhance the lighting if needed.
 - Emergency contacts will be identified for field emergencies.
 - Laboratory Safety:
 - A Plant supervisor will
 - be available in/near the laboratory between 4:00 p.m. and 7:00 a.m. when the regular laboratory is closed.
 - Aymara Benitez or WASD's designee will provide overall supervision during regular laboratory hours.
 - Accommodations will be made by the WASD laboratory so that UNIVERSITY representatives can dispose of waste, have access to ice, have access to a freezer, have access to a refrigerator, and have access for sterilizing equipment.
 - Emergency contact will be identified for laboratory emergencies.
 - WASD radios will be available in the laboratory to facilitate communication.
 - WASD telephone land line will be available to facilitate communication.

5. DATA SHARING:

Data collected by the UNIVERSITY researchers under this Agreement will be shared with the COUNTY. Dr. Helena Solo-Gabriele will provide Mr. Raghavender Joshi with spreadsheets containing data monthly for the duration of the Agreement.

6. SECURITY REQUIREMENTS:

Access to certain COUNTY property is restricted. The UNIVERSITY is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the UNIVERSITY students and/or staff need access to such COUNTY property, the UNIVERSITY agrees to comply with the security ordinance and any other requirements by the COUNTY relating to security which may include background checks, the use of photo identification badges and limited access to the COUNTY's property. The photo identification badges, and associated costs are not reimbursed. Prior to commencing Work at any COUNTY property, the UNIVERSITY shall meet with the Plant Superintendent or other designated personnel to submit required information and discuss security relating to the Project.

Issued identification badges must be worn and displayed on an outermost garment at all times while at a WASD site. The UNIVERSITY will be charged on a per person basis for the issuance of WASD identification badges and background investigations. All UNIVERSITY students and staff must be aware that access to WASD sites is restricted to only those with assigned identification badges. Unescorted access to chemical areas, control areas, electrical generation areas/switching areas and fuel areas will not be allowed unless authorized in advance by WASD Senior Management.

Issued WASD identification badges must be safeguarded by the assigned UNIVERSITY student(s) or staff. In the event of a lost or stolen identification badge, the UNIVERSITY student(s) or staff must immediately notify WASD security and pay for a badge replacement fee, which is currently \$15. Once a UNIVERSITY student or staff member has completed its assigned work or upon termination of this Agreement, the identification badge(s) must be returned to the student's or staff member's immediate WASD Supervisor. The UNIVERSITY students and staff shall not distribute or post any WASD provided infrastructure information to any individual or organization not authorized in advance by WASD. Use of camera photography, video or any recording device is prohibited at all WASD sites.

7. DURATION OF AGREEMENT:

This Agreement shall remain in full force and effect for a period of five (5) years after the date of execution of this Agreement. The Agreement has an option to extend at the discretion of the County Mayor or the County Mayor's designee for one (1) five (5) year option-to-renew period. This Agreement may be terminated by mutual consent of the Parties hereto or as otherwise provided herein. Upon the expiration or earlier termination of the Agreement, the UNIVERSITY'S right to access the CDWWTP and SDWWTP shall be cancelled.

8. TERMINATION OF AGREEMENT:

Either Party may terminate this Agreement with or without cause at any time for convenience upon thirty (30) calendar days' prior written notice to the other Party.

9. CONFIDENTIALITY

Except as otherwise provided herein or by applicable law, in furtherance of the conduct of the Agreement, it may be necessary or desirable for the Parties hereto to disclose Confidential Information (as defined below) to one another. All such Confidential Information shall remain the property of the Party disclosing it. (If Confidential Information is disclosed orally, it shall be reduced to writing within a reasonable time period thereafter.) The Parties understand and agree that all Confidential Information: (i) is to be preserved and protected with reasonable care, (ii) is to be disclosed only to personnel who require access to the Confidential Information for the activities contemplated by this Agreement, and

(iii) is not to be used, directly or indirectly, for purposes unrelated to the activities contemplated by this Agreement without prior written authorization from an authorized officer of the disclosing party. For clarity, such data collected or produced in connection with the research entitled, "Development and Proof-of-Concept Implementation of the South Florida Miami RADx-rad SARS-CoV-2 Wastewater-Based Surveillance Infrastructure" shall not be considered Confidential Information and shall be open to use for publication as outlined in Section 15 entitled Publication and listed below.

Notwithstanding the foregoing, the Parties' obligations of confidentiality shall not apply to any information that: (i) is, at the time of disclosure, properly and legally in the public domain, (ii) properly and legally comes into the public domain after disclosure hereunder through no breach of this Agreement, (iii) can be shown to have been in the receiving Party's possession at the time of disclosure hereunder, (iv) is acquired by the receiving Party from a third Party who legally and properly received the Confidential Information, (v) is independently developed by the receiving Party without use of disclosing Party's disclosed Confidential Information, or (vi) is required to be disclosed by law, regulation or court order; provided, however, that the Party intending to make such a disclosure of the other Party's Confidential Information shall provide the other Party with notice as soon as reasonably practicable so that Party may contest such potential use or disclosure.

10. INDEMNIFICATION:

The UNIVERSITY shall indemnify, save and hold harmless the COUNTY, its employees and agents against any and all claims, damages, liability and court awards, including reasonable costs, expenses and attorney fees, incurred as a result of any wrongful and/or negligent act or omission by UNIVERSITY, or its employees, agents, subcontractors or assignees in performance of and pursuant to the terms hereof. The UNIVERSITY expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by UNIVERSITY shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

11. SOVEREIGN IMMUNITY:

Nothing in this Agreement shall be deemed as a waiver of sovereign immunity, or of any other immunity, defense or privileges enjoyed by the COUNTY pursuant to Section 768.28, Florida Statutes. Nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim against City or County that would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

12. INSURANCE:

The UNIVERSITY shall furnish to WASD, 3071 SW 38 Avenue, Miami, Florida 33146, a Certificate(s) of Insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the University of Miami as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

13. COVID-19 COMPLIANCE

The UNIVERSITY agrees and acknowledges that it is entering into this Agreement during a pandemic caused by the Coronavirus Disease of 2019. In response to the effects of COVID-19 to date, including but not limited to, subsequent waves or re-infections, the UNIVERSITY will ensure that all of its representatives will execute releases in which they agree that they shall not hold the COUNTY responsible if any of them contract COVID-19 while working on this Research Project.

14. PUBLICATION

It is the intent of the Parties to freely publish and disseminate data and results under this Agreement subject to any restrictions or requirements imposed by the NIH. Any publication, press release or other document that cites the data/results from this Research Project must include an acknowledgment of the Prime Awarding Agency’s support and include a disclaimer such as: “The Research Project described was supported by Award Number 1U01DA053941-01. The content is solely the responsibility of the authors and does not necessarily represent the official views of the NIH”. Prior to such Publication, the COUNTY agrees to coordinate with the UNIVERSITY as NIH must first review and coordinate timing of such announcements per the NIH.

15. PUBLICITY:

Prior to any public communications about this Agreement, research, or data, including a press release, web content, social media, publication, etc., the COUNTY and the UNIVERSITY agree to coordinate such public communications with each other for mutual approval, subject to the approval of the NIH. For clarity, such approval will not be required for academic publications.

16. NOTICES:

All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received when delivered personally or by courier service or upon actual receipt of registered or certified mail, addressed as set forth below:

UNIVERSITY

Holly Kasem-Beg
Associate Director, Office of Research Administration
1320 S. Dixie Highway, #650
Coral Gables, FL 33146
Phone 305-284-4264, Email: holly.kasem-beg@med.miami.edu

with a copy to:

Dr. Helena Solo-Gabriele
McArthur Engineering Building
1251 Memorial Dr Room 252
Coral Gables, Florida 33146-2509
Phone: 305-284-3467; Email: hmsolo@miami.edu

COUNTY

Roy Coley, MBA

Director

Miami-Dade Water and Sewer Department

3071 SW 38 Avenue, 5 Floor

Miami, Florida 33146; Email: wasddirector@miamidade.gov

Raghavender Joshi, P.E.

Assistant Director, Wastewater

Miami-Dade Water and Sewer Department

3071 SW 38 Avenue, 5 Floor

Miami, Florida 33146; Email: Raghavender.joshi@miamidade.gov

17. GOVERNING LAW:

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, and in the event of any litigation hereunder, the venue for any such litigation shall be in any federal or state court having jurisdiction in Miami-Dade County, Florida. In the event of any litigation between the Parties arising out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs, including trial and appellate fees and costs. This section shall survive the expiration or termination of this Agreement.

18. AMENDMENT:

No amendment to this Agreement, and no waiver of any of its terms and conditions, shall be effective unless made in writing and duly executed by both the COUNTY and the UNIVERSITY.

19. NO ASSIGNMENT:

The Agreement shall not be assigned, transferred or otherwise conveyed to any other Party in whole or in part, without prior written consent of both the COUNTY and the UNIVERSITY.

20. SEVERABILITY:

In the event any provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or reconstructed as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

21. NO THIRD PARTY BENEFICIARIES:

Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties and their permitted successors and assigns any right or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement.

22. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY:

The UNIVERSITY shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the UNIVERSITY upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the Agreement and shall be enforced in accordance with the terms of the Agreement.

If the UNIVERSITY has questions regarding the application of Chapter 119, Florida Statutes, to the ENGINEER's duty to provide public records relating to this Agreement, contact the Custodian of public records at (305) 375-5773; Isd-Vss@Miamidade.Gov; 111 N.W. 1 Street, Suite 1300, Miami, Florida 33128.

23. NO PARTNERSHIP:

Nothing in this Agreement shall be deemed in any way to create between the Parties any relationship of partnership, joint venture or association, and the Parties disclaim the existence thereof.

IN WITNESS WHEREOF, the UNIVERSITY and the COUNTY have duly executed this Agreement as of the day and year first above written.

ATTEST:

LUIS G. MONTALDO,
CLERK AD INTERIM

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Mayor

UNIVERSITY OF MIAMI

DocuSigned by:
Holly Kasem-Beg
By: _____
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Holly Kasem-Beg, Associate Director
Research Administration

STATE OF FLORIDA
MIAMI-DADE COUNTY

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 6 day of June, 2023 by Holly Kasem-Beg, as Associate Dir. Contract, and _____, as _____ on behalf of the company, who is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

YANAY TABRAUE
Notary Public-State of Florida
Commission # HH021198
Commission Expires 8/21/2024

DocuSigned by:
[Signature]
2AEEA6E719F04AB...
(Signature of person taking acknowledgment)
Yanay Tabraue
(Name typed, printed or stamped)

(Serial number, if any)

Approved for Legal Sufficiency:

Assistant County Attorney

EXHIBIT A

Sampling and Testing Objectives

Samples are to be collected at one of the three major wastewater treatment plants (currently the Central District) and on occasion from other plants (such as the South District Wastewater Treatment Plant). The preferred method of sample collection is through the samples collected by the laboratories at the respective plants. For example, the laboratories collect composite samples of influent, secondary effluent, and final effluent and these composites are available at the laboratory. The preference is to obtain a split from these samples. The volume and time frame of the splits needed (e.g., 0.5 Liter on Tuesdays at the Central District plant) will be communicated ahead of time to the plant operator with sufficient time to accommodate adjustments to the composite samplers. In the event that a composite sample is not available, the research team from the University of Miami may opt to collect grab samples at which time they would be accompanied by the plant operator to the appropriate location to obtain the grab sample.

In addition, the University of Miami team will have the option to collect aerosol samples from the wastewater treatment plant, from either the influent to the grit chamber or through a tap to the aeration tanks. When retrieving these aerosol samples, the research team will be accompanied by a plant operator. The frequency of sample collection can vary but will usually be weekly for wastewater and monthly for aerosol samples. There can be occasions when daily sampling can take place.

The UNIVERSITY team will have all of their own supplies including safety gear. In the field the UNIVERSITY team will record the flow measurements at each plant and take the temperature of the samples using a non-contact laser thermometer. Once the samples are in the laboratory, the UNIVERSITY team will take measurements of temperature, pH, specific conductivity, dissolved oxygen and turbidity using a water quality sonde that they will bring with them. Proper personal protection and disinfection protocols will be followed.

Certificate Of Completion

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Subject: Complete with DocuSign: UMiami- Agreement-Covid Sewage Sampling 6623pp_OTH00001027.pdf

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Yanay Tabraue

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Coral Gables, FL 33146

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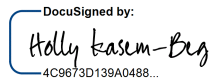
Signer Events

Holly Kasem-Beg

holly.kasem-beg@miami.edu

Security Level: Notarized Signing (Notary: Yanay Tabraue), Account Authentication (None)

Signature

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Signature Adoption: Pre-selected Style

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Notary Name: Yanay Tabraue

Notary Email: ytabraue@miami.edu

Notary Address: 1320 S. Dixie Highway GOT 1230

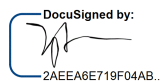
Coral Gables FL 33146

Notary Signer: Holly Kasem-Beg

Notary Designated By: Yanay Tabraue

Security Level: Email, Account Authentication (None)

YANAY TABRAUE
 Notary Public-State of Florida
 Commission # HH021198
 Commission Expires 8/21/2024

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From time to time, University of Miami - Supply Chain Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact University of Miami - Supply Chain Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bx431@miami.edu

To advise University of Miami - Supply Chain Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bx431@miami.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from University of Miami - Supply Chain Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bx431@miami.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bx431@miami.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify University of Miami - Supply Chain Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by University of Miami - Supply Chain Services during the course of your relationship with University of Miami - Supply Chain Services.

MEMORANDUM

Agenda Item No. 8(O)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 6, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an agreement between Miami-Dade County and the University of Miami to allow the University to conduct a research project related to coronavirus disease 2019 for the National Institute of Health at the Miami-Dade Water and Sewer Department's Central and South District Wastewater Treatment Plants, Agreement No. IBISOTH1027; and authorizing the County Mayor to execute same and exercise any and all provisions contained therein

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.



Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001

Memorandum



Date: July 6, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

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

Subject: Resolution for Execution of an Agreement for conducting a research project in conjunction with the National Institute of Health entitled, "Development and Proof-of-Concept Implementation of the South Florida Miami RADx-rad SARS-CoV-2 Wastewater-Based Surveillance Infrastructure" – Agreement No. IBISOTH1027

Executive Summary

This item seeks authorization by the Board of County Commissioners (the "Board") to enter into an Agreement between Miami-Dade County (the "County") and the University of Miami (the "University") for participation in a research project in conjunction with the National Institute of Health entitled "Development and Proof-of-Concept Implementation of the South Florida Miami RADx-rad SARS-CoV-2 Wastewater-Based Surveillance Infrastructure"—Agreement No. IBISOTH1027 (the "Agreement"). Through the research project, the University will compare wastewater sample collection data to human surveillance data to determine whether wastewater can be used to track COVID-19 illness rates or other infectious diseases in a community.

In 2021, the University and the County entered into a Pilot Agreement No. IBISOTH220 for a twelve (12) month term with one (1) twelve (12) month option-to-renew to allow the University access to the Central District Wastewater Treatment Plant (CDWWTP) in order to conduct a research project for the National Institute of Health related to the coronavirus disease 2019 (COVID-19). That agreement was renewed in 2022, and the University would like to continue its research project via a new agreement in 2023. The initial results concluded that the degradation rates of the virus were insignificant and the COVID-19 concentrations from wastewater samples were representative of the levels of infection present in the community.

The Agreement sets out the terms and conditions for the University's use of the CDWWTP and South District Wastewater Treatment Plant (SDWWTP) to obtain samples for the study, including the University's ability to use the certified laboratories at both plants as well as the University's and the County's' rights to share laboratory data relating to other wastewater physical and chemical parameters of interest. The Agreement is for a five (5) year term with one (1) five (5) year option-to-renew, and the University will not receive any funds from the County to conduct this research project.

Recommendation

It is recommended that the Board approve the Agreement, which is for a term of five (5) years with a five (5) year option-to-renew. The Agreement is attached hereto as Exhibit 1.

Scope

The University has requested access to the CDWWTP, 3989 Rickenbacker Causeway, Miami, Florida 33149, and the SDWWTP, 8950 SW 232 Street, Miami, FL 33190, which are located in Commission District 7, represented by Commissioner Raquel Regalado, and Commission District 8, represented by Commissioner Danielle Cohen-Higgins, respectively.

Fiscal Impact/Funding Source

There is no fiscal impact associated with the Agreement. The University will not receive any funds from the County to conduct this research project.

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
Page 2

Track Record/Monitoring

The Miami-Dade Water and Sewer Department (“WASD”) Assistant Director of Wastewater Operations, Joshi Raghavender, P.E, will oversee the implementation of the Agreement with the University.

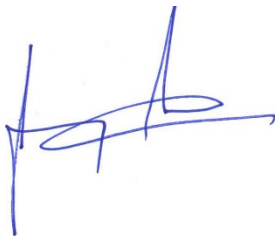
Delegation of Authority

Upon the Board’s approval of this item, the County Mayor or County Mayor’s designee will have the authority to execute the attached Agreement on behalf of the County and to exercise any and all provisions contained therein.

Background

On May 3, 2021, pursuant to Miami-Dade County Implementing Order 3-38, the University and the County entered into a Pilot Agreement No. IBISOTH220 for a twelve (12) month term with one (1) twelve (12) month option-to-renew to allow the University access to the CDWWTP in order to conduct a research project for the National Institute of Health related to the coronavirus disease 2019 (COVID-19). On July 14, 2022, Amendment Number One to the Pilot Agreement was approved, which allowed the University to exercise the 12-month option to renew in the Pilot Agreement.

The University would like to continue its research project in conjunction with the National Institute of Health entitled “Development and Proof-of-Concept Implementation of the South Florida Miami RADx-rad SARS-CoV-2 Wastewater-Based Surveillance Infrastructure.” The purpose of the University’s research project is to evaluate the adequacy of composite versus grab samples (given that the SARS-CoV-2 signal degrades over time) and to evaluate the hourly variation in SARS-CoV-2 in sewage at the community (county-level) scale. WASD has certified laboratories that analyze wastewater samples for physical and chemical properties, which are located at the CDWWTP and the SDWWTP that the University will have access to as set forth in the terms of this Agreement. The Agreement sets out the terms and conditions for the University to use the CDWWTP and the SDWWTP, including the use of the certified laboratories at both plants as well as the Parties’ rights to share corresponding laboratory data relating to other wastewater physical and chemical parameters of interest. The Agreement is for a five (5) year term with one (1) five (5) year option-to-renew.



Jimmy Morales
Chief Operations Officer

**AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND
UNIVERSITY OF MIAMI
AGREEMENT NO: IBISOTH223**

THIS AGREEMENT (hereinafter, the "Agreement") made and entered into this ____ day of _____, 20__ ("Effective Date"), by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter, the "COUNTY"), by and through its Water and Sewer Department (hereinafter, "WASD"), and the UNIVERSITY OF MIAMI, a non-profit academic institution, located at 1320 S. Dixie Highway, Suite 650, Coral Gables, Florida 33146 (hereinafter, the "UNIVERSITY," and collectively with the COUNTY, the "Parties").

RECITALS

WHEREAS, WASD operates and maintains the COUNTY'S water and wastewater utility systems; and

WHEREAS, the UNIVERSITY is conducting a research project in conjunction with the National Institute of Health entitled, "Development and Proof-of-Concept Implementation of the South Florida Miami RADx-rad SARS-CoV-2 Wastewater-Based Surveillance Infrastructure" (hereinafter, "Research Project"); and

WHEREAS, the purpose of this Research Project is to evaluate the adequacy of composite versus grab samples (given that the SARS-CoV-2 signal degrades over time) and to evaluate the hourly variation in SARS-CoV-2 in sewage at the community (county-level) scale; and

WHEREAS, the UNIVERSITY requested, and the COUNTY agreed, to allow the UNIVERSITY access at the Central Wastewater Treatment Plant, located at 3989 Rickenbacker Causeway, Miami, Florida 33149 (hereinafter, "CDWWTP") and the South Dade Wastewater Treatment Plant ("SDWWTP") located at 8950 SW 232 Street, Miami, FL 33190, in order to obtain sewage samples for the Research Project; and

WHEREAS, the WASD has certified laboratories that analyze wastewater samples for physical and chemical properties, which are located at the CDWWTP and SDWWTP; and

WHEREAS, this Agreement sets out the terms and conditions for the UNIVERSITY's ability to use the CDWWTP and SDWWTP, including the certified laboratories at both plants, for the Research Project and the Parties' right to share corresponding laboratory data relating to other wastewater physical and chemical parameters of interest,

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, the Parties agree as follows:

TERMS:

1. INCORPORATION OF RECITALS:

The foregoing Recitals are true and correct and are hereby incorporated herein by reference. If there is a conflict between any of the Recitals and the Terms of this Agreement, the Terms set forth below shall control.

2. TESTING:

The Parties agree to coordinate and mutually cooperate to meet the overall objectives as outlined in the Sampling and Testing Objectives attached as Exhibit "A".

3. **UNIVERSITY RESPONSIBILITIES:**

The UNIVERSITY shall compare wastewater sample collection data to human surveillance data to determine if wastewater is able to track COVID-19 illness rates or other infectious diseases. In conducting the Research Project at the CDWWTP and SDWWTP, the UNIVERSITY shall:

- Provide all of its own supplies and material used to recover samples from the CDWWTP and SDWWTP.
- Coordinate times with WASD for meeting at a CDWWTP, SDWWTP and at the WASD laboratory.
- Collect samples from CDWWTP and SDWWTP at the specified site location approved by WASD.
- Process large grab samples from CDWWTP and SDWWTP
- During the 24-hour sampling, two (2) or three (3) UNIVERSITY representatives will collect and process samples at the same time. Teams from the University will work over an 8-hour shift, resulting in a total of six (6) to nine (9) representatives processing samples during three (3) consecutive shifts for a total of twenty-four (24) hours.
 - The samples acquired during the 24-hour sampling period are to be brought back to the WASD laboratory and combined and processed for virus concentration using a hood at WASD. One (1) person will be accompanied by a WASD operator to Plant 1 and Plant 2 to collect the samples on an hourly basis.
- The UNIVERSITY will ensure that the following requirements related to training are satisfied:
 - All UNIVERSITY researchers taking part in twenty-four (24) hour sampling will participate in a Tuesday weekly sampling trip to become familiarized with the CDWWTP, SDWWTP and the laboratory facility prior to engaging in the twenty-four (24) hour sampling.
 - A training day will be planned between WASD and the UNIVERSITY researchers to go over the plan for 24-hour sampling, prior to its execution.
 - A coordination meeting will be held between WASD and the UNIVERSITY researchers prior to the execution of twenty-four (24) hour sampling.
 - All UNIVERSITY researchers shall have WASD issued ID for CDWWTP and SDWWTP access and are to fill out WASD COVID-19 survey.
- The UNIVERSITY will ensure that the following requirements related to the UNIVERSITY's Health and Safety Plan are satisfied:
 - Field Safety:
 - The UNIVERSITY team will be accompanied by a WASD Plant Operator when outside of the administrative building to collect samples.
 - The UNIVERSITY team will provide head lamps and lanterns to enhance visibility at night.
 - The UNIVERSITY field personnel will have appropriate field safety equipment, laboratory coats, eye protection, gloves, pants, closed non-slip shoes, reflective vests, and any other equipment necessary.
 - The UNIVERSITY will provide all field sampling equipment.
 - Emergency contacts will be identified for field emergencies.
 - Laboratory Safety:
 - Two (2) UNIVERSITY representatives will be present in the WASD laboratory while processing samples.
 - The UNIVERSITY laboratory personnel will have appropriate lab safety equipment, laboratory coats, eye protection, gloves, pants to cover legs, and closed non-slip shoes.
 - Emergency contact will be identified for laboratory emergencies. Emergency contact will include contacts for all UNIVERSITY team personnel and the nearest hospital.

4. COUNTY RESPONSIBILITIES:

The COUNTY will provide the UNIVERSITY with access to CDWWTP and SDWWTP for the purpose of collecting sewage samples (both composite and grab samples) for comparison. The COUNTY will do the following:

- The COUNTY will provide the UNIVERSITY representatives with access to WASD's laboratory at both plants.
- The COUNTY will provide one (1) WASD employee to accompany the UNIVERSITY representatives while on the COUNTY's property for the purposes outlined within this Agreement.
- The COUNTY will allow the UNIVERSITY representatives to access CDWWTP and SDWWTP to collect routine samplings.
 - Provide the UNIVERSITY's representatives with access to the CDWWTP and SDWWTP in order to recover two 1-liter grab samples from Plant 1 and Plant 2 on a weekly basis. If the sample is to be taken with a dipstick, then either Party may recover sample; however, if the sample is to be taken from an autosampler, the COUNTY's representative will recover the sample and provide it to the UNIVERSITY's representative on site.
 - Provide the UNIVERSITY's representatives with access to 24-hour composite sample recovered on same day as sampling day visits.
- Large Grab Sample:
 - WASD will allow the UNIVERSITY to acquire a large grab sample twice a week. WASD will coordinate with the UNIVERSITY if an additional large grab sample is if needed.
- 24-hour Sampling:
 - WASD will coordinate with the UNIVERSITY to allow access to collect samples on an hourly basis for a period of twenty-four (24) hours. Such sampling will occur in three (3) eight (8) hour shifts.
 - Sampling will begin at 8:00 a.m. on a weekday (other than Friday) and end at 8:00 a.m. the following morning.
 - WASD will provide the UNIVERSITY's representatives with access to WASD's laboratory for processing samples at CDWWTP and SDWWTP.
 - WASD shall conduct a training day for the UNIVERSITY representatives prior to such sampling occurring.
- The COUNTY will ensure that the following requirements related to the COUNTY's Health and Safety Plan are satisfied:
 - Field Safety:
 - All UNIVERSITY representatives shall be accompanied by a WASD operator when outside of the administrative building to collect samples.
 - WASD will review available lighting and enhance the lighting if needed.
 - Emergency contacts will be identified for field emergencies.
 - Laboratory Safety:
 - A Plant supervisor will
 - be available in/near the laboratory between 4:00 p.m. and 7:00 a.m. when the regular laboratory is closed.
 - Aymara Benitez or WASD's designee will provide overall supervision during regular laboratory hours.
 - Accommodations will be made by the WASD laboratory so that UNIVERSITY representatives can dispose of waste, have access to ice, have access to a freezer, have access to a refrigerator, and have access for sterilizing equipment.
 - Emergency contact will be identified for laboratory emergencies.
 - WASD radios will be available in the laboratory to facilitate communication.
 - WASD telephone land line will be available to facilitate communication.

5. DATA SHARING:

Data collected by the UNIVERSITY researchers under this Agreement will be shared with the COUNTY. Dr. Helena Solo-Gabriele will provide Mr. Raghavender Joshi with spreadsheets containing data monthly for the duration of the Agreement.

6. SECURITY REQUIREMENTS:

Access to certain COUNTY property is restricted. The UNIVERSITY is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the UNIVERSITY students and/or staff need access to such COUNTY property, the UNIVERSITY agrees to comply with the security ordinance and any other requirements by the COUNTY relating to security which may include background checks, the use of photo identification badges and limited access to the COUNTY's property. The photo identification badges, and associated costs are not reimbursed. Prior to commencing Work at any COUNTY property, the UNIVERSITY shall meet with the Plant Superintendent or other designated personnel to submit required information and discuss security relating to the Project.

Issued identification badges must be worn and displayed on an outermost garment at all times while at a WASD site. The UNIVERSITY will be charged on a per person basis for the issuance of WASD identification badges and background investigations. All UNIVERSITY students and staff must be aware that access to WASD sites is restricted to only those with assigned identification badges. Unescorted access to chemical areas, control areas, electrical generation areas/switching areas and fuel areas will not be allowed unless authorized in advance by WASD Senior Management.

Issued WASD identification badges must be safeguarded by the assigned UNIVERSITY student(s) or staff. In the event of a lost or stolen identification badge, the UNIVERSITY student(s) or staff must immediately notify WASD security and pay for a badge replacement fee, which is currently \$15. Once a UNIVERSITY student or staff member has completed its assigned work or upon termination of this Agreement, the identification badge(s) must be returned to the student's or staff member's immediate WASD Supervisor. The UNIVERSITY students and staff shall not distribute or post any WASD provided infrastructure information to any individual or organization not authorized in advance by WASD. Use of camera photography, video or any recording device is prohibited at all WASD sites.

7. DURATION OF AGREEMENT:

This Agreement shall remain in full force and effect for a period of five (5) years after the date of execution of this Agreement. The Agreement has an option to extend at the discretion of the County Mayor or the County Mayor's designee for one (1) five (5) year option-to-renew period. This Agreement may be terminated by mutual consent of the Parties hereto or as otherwise provided herein. Upon the expiration or earlier termination of the Agreement, the UNIVERSITY'S right to access the CDWWTP and SDWWTP shall be cancelled.

8. TERMINATION OF AGREEMENT:

Either Party may terminate this Agreement with or without cause at any time for convenience upon thirty (30) calendar days' prior written notice to the other Party.

9. CONFIDENTIALITY

Except as otherwise provided herein or by applicable law, in furtherance of the conduct of the Agreement, it may be necessary or desirable for the Parties hereto to disclose Confidential Information (as defined below) to one another. All such Confidential Information shall remain the property of the Party disclosing it. (If Confidential Information is disclosed orally, it shall be reduced to writing within a reasonable time period thereafter.) The Parties understand and agree that all Confidential Information: (i) is to be preserved and protected with reasonable care, (ii) is to be disclosed only to personnel who require access to the Confidential Information for the activities contemplated by this Agreement, and

(iii) is not to be used, directly or indirectly, for purposes unrelated to the activities contemplated by this Agreement without prior written authorization from an authorized officer of the disclosing party. For clarity, such data collected or produced in connection with the research entitled, "Development and Proof-of-Concept Implementation of the South Florida Miami RADx-rad SARS-CoV-2 Wastewater-Based Surveillance Infrastructure" shall not be considered Confidential Information and shall be open to use for publication as outlined in Section 15 entitled Publication and listed below.

Notwithstanding the foregoing, the Parties' obligations of confidentiality shall not apply to any information that: (i) is, at the time of disclosure, properly and legally in the public domain, (ii) properly and legally comes into the public domain after disclosure hereunder through no breach of this Agreement, (iii) can be shown to have been in the receiving Party's possession at the time of disclosure hereunder, (iv) is acquired by the receiving Party from a third Party who legally and properly received the Confidential Information, (v) is independently developed by the receiving Party without use of disclosing Party's disclosed Confidential Information, or (vi) is required to be disclosed by law, regulation or court order; provided, however, that the Party intending to make such a disclosure of the other Party's Confidential Information shall provide the other Party with notice as soon as reasonably practicable so that Party may contest such potential use or disclosure.

10. INDEMNIFICATION:

The UNIVERSITY shall indemnify, save and hold harmless the COUNTY, its employees and agents against any and all claims, damages, liability and court awards, including reasonable costs, expenses and attorney fees, incurred as a result of any wrongful and/or negligent act or omission by UNIVERSITY, or its employees, agents, subcontractors or assignees in performance of and pursuant to the terms hereof. The UNIVERSITY expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by UNIVERSITY shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

11. SOVEREIGN IMMUNITY:

Nothing in this Agreement shall be deemed as a waiver of sovereign immunity, or of any other immunity, defense or privileges enjoyed by the COUNTY pursuant to Section 768.28, Florida Statutes. Nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim against City or County that would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

12. INSURANCE:

The UNIVERSITY shall furnish to WASD, 3071 SW 38 Avenue, Miami, Florida 33146, a Certificate(s) of Insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the University of Miami as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

13. COVID-19 COMPLIANCE

The UNIVERSITY agrees and acknowledges that it is entering into this Agreement during a pandemic caused by the Coronavirus Disease of 2019. In response to the effects of COVID-19 to date, including but not limited to, subsequent waves or re-infections, the UNIVERSITY will ensure that all of its representatives will execute releases in which they agree that they shall not hold the COUNTY responsible if any of them contract COVID-19 while working on this Research Project.

14. PUBLICATION

It is the intent of the Parties to freely publish and disseminate data and results under this Agreement subject to any restrictions or requirements imposed by the NIH. Any publication, press release or other document that cites the data/results from this Research Project must include an acknowledgment of the Prime Awarding Agency's support and include a disclaimer such as: "The Research Project described was supported by Award Number 1U01DA053941-01. The content is solely the responsibility of the authors and does not necessarily represent the official views of the NIH". Prior to such Publication, the COUNTY agrees to coordinate with the UNIVERSITY as NIH must first review and coordinate timing of such announcements per the NIH.

15. PUBLICITY:

Prior to any public communications about this Agreement, research, or data, including a press release, web content, social media, publication, etc., the COUNTY and the UNIVERSITY agree to coordinate such public communications with each other for mutual approval, subject to the approval of the NIH. For clarity, such approval will not be required for academic publications.

16. NOTICES:

All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received when delivered personally or by courier service or upon actual receipt of registered or certified mail, addressed as set forth below:

UNIVERSITY

Holly Kasem-Beg
Associate Director, Office of Research Administration
1320 S. Dixie Highway, #650
Coral Gables, FL 33146
Phone 305-284-4264, Email: holly.kasem-beg@med.miami.edu

with a copy to:

Dr. Helena Solo-Gabriele
McArthur Engineering Building
1251 Memorial Dr Room 252
Coral Gables, Florida 33146-2509
Phone: 305-284-3467; Email: hmsolo@miami.edu

COUNTY

Roy Coley, MBA
Director
Miami-Dade Water and Sewer Department
3071 SW 38 Avenue, 5 Floor
Miami, Florida 33146; Email: wasddirector@miamidade.gov

Raghavender Joshi, P.E.
Assistant Director, Wastewater
Miami-Dade Water and Sewer Department
3071 SW 38 Avenue, 5 Floor
Miami, Florida 33146; Email: Raghavender.joshi@miamidade.gov

17. GOVERNING LAW:

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, and in the event of any litigation hereunder, the venue for any such litigation shall be in any federal or state court having jurisdiction in Miami-Dade County, Florida. In the event of any litigation between the Parties arising out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs, including trial and appellate fees and costs. This section shall survive the expiration or termination of this Agreement.

18. AMENDMENT:

No amendment to this Agreement, and no waiver of any of its terms and conditions, shall be effective unless made in writing and duly executed by both the COUNTY and the UNIVERSITY.

19. NO ASSIGNMENT:

The Agreement shall not be assigned, transferred or otherwise conveyed to any other Party in whole or in part, without prior written consent of both the COUNTY and the UNIVERSITY.

20. SEVERABILITY:

In the event any provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or reconstructed as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

21. NO THIRD PARTY BENEFICIARIES:

Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties and their permitted successors and assigns any right or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement.

22. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY:

The UNIVERSITY shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the UNIVERSITY upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the Agreement and shall be enforced in accordance with the terms of the Agreement.

If the UNIVERSITY has questions regarding the application of Chapter 119, Florida Statutes, to the ENGINEER's duty to provide public records relating to this Agreement, contact the Custodian of public records at (305) 375-5773; Isd-Vss@Miamidade.Gov; 111 N.W. 1 Street, Suite 1300, Miami, Florida 33128.

23. NO PARTNERSHIP:

Nothing in this Agreement shall be deemed in any way to create between the Parties any relationship of partnership, joint venture or association, and the Parties disclaim the existence thereof.

IN WITNESS WHEREOF, the UNIVERSITY and the COUNTY have duly executed this Agreement as of the day and year first above written.

ATTEST:

LUIS G. MONTALDO,
CLERK AD INTERIM

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Mayor

UNIVERSITY OF MIAMI

DocuSigned by:
Holly Kasem-Beg
By: _____
4C9673D139A0488
Holly Kasem-Beg, Associate Director
Research Administration

STATE OF FLORIDA
MIAMI-DADE COUNTY

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 6 day of June, 2023 by Holly Kasem-Beg, as Associate Dir. Contract, and _____, as _____ on behalf of the company, who is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

YANAY TABRAUE
Notary Public-State of Florida
Commission # HH021198
Commission Expires 8/21/2024

DocuSigned by:
[Signature]
2AEEA6E719F04AB...
(Signature of person taking acknowledgment)

Yanay Tabraue
(Name typed, printed or stamped)

(Serial number, if any)

Approved for Legal Sufficiency:

Assistant County Attorney

EXHIBIT A

Sampling and Testing Objectives

Samples are to be collected at one of the three major wastewater treatment plants (currently the Central District) and on occasion from other plants (such as the South District Wastewater Treatment Plant). The preferred method of sample collection is through the samples collected by the laboratories at the respective plants. For example, the laboratories collect composite samples of influent, secondary effluent, and final effluent and these composites are available at the laboratory. The preference is to obtain a split from these samples. The volume and time frame of the splits needed (e.g., 0.5 Liter on Tuesdays at the Central District plant) will be communicated ahead of time to the plant operator with sufficient time to accommodate adjustments to the composite samplers. In the event that a composite sample is not available, the research team from the University of Miami may opt to collect grab samples at which time they would be accompanied by the plant operator to the appropriate location to obtain the grab sample.

In addition, the University of Miami team will have the option to collect aerosol samples from the wastewater treatment plant, from either the influent to the grit chamber or through a tap to the aeration tanks. When retrieving these aerosol samples, the research team will be accompanied by a plant operator. The frequency of sample collection can vary but will usually be weekly for wastewater and monthly for aerosol samples. There can be occasions when daily sampling can take place.

The UNIVERSITY team will have all of their own supplies including safety gear. In the field the UNIVERSITY team will record the flow measurements at each plant and take the temperature of the samples using a non-contact laser thermometer. Once the samples are in the laboratory, the UNIVERSITY team will take measurements of temperature, pH, specific conductivity, dissolved oxygen and turbidity using a water quality sonde that they will bring with them. Proper personal protection and disinfection protocols will be followed.

Certificate Of Completion

Envelope Id: DC5CB63B035A41CA913A8D95F39C120C

Status: Completed

Subject: Complete with DocuSign: UMiami- Agreement-Covid Sewage Sampling 6623pp_OTH00001027.pdf

Source Envelope:

Document Pages: 10

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Yanay Tabraue

AutoNav: Enabled

Treasury

Envelopeld Stamping: Enabled

1320 S Dixie Hwy, GOT Suite 1230

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Coral Gables, FL 33146

ytabraue@miami.edu

IP Address: 129.171.249.136

Record Tracking

Status: Original

Holder: Yanay Tabraue

Location: DocuSign

6/6/2023 9:00:43 AM

ytabraue@miami.edu

Signer Events

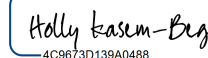
Holly Kasem-Beg

holly.kasem-beg@miami.edu

Security Level: Notarized Signing (Notary: Yanay Tabraue), Account Authentication (None)

Signature

DocuSigned by:


 4C9673D139A0488...

Signature Adoption: Pre-selected Style

Using IP Address: 129.171.249.136

Timestamp

Sent: 6/6/2023 9:02:16 AM

Viewed: 6/6/2023 9:02:44 AM

Signed: 6/6/2023 9:03:01 AM

Electronic Record and Signature Disclosure:

Accepted: 6/6/2023 9:02:44 AM

ID: b1ea4e84-cb52-4295-ba35-f8c811bdc057

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp**

Notary Name: Yanay Tabraue

Notary Email: ytabraue@miami.edu

Notary Address: 1320 S. Dixie Highway GOT 1230

Coral Gables FL 33146

Notary Signer: Holly Kasem-Beg

Notary Designated By: Yanay Tabraue

Security Level: Email, Account Authentication (None)

YANAY TABRAUE
 Notary Public-State of Florida
 Commission # HH021198
 Commission Expires 8/21/2024

DocuSigned by:


 2AEEA6E719F04AB...

Using IP Address: 129.171.249.136

Sent: 6/6/2023 9:02:16 AM

Viewed: 6/6/2023 9:03:34 AM

Signed: 6/6/2023 9:06:47 AM

Freeform Signing

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/6/2023 9:02:16 AM
Certified Delivered	Security Checked	6/6/2023 9:03:34 AM
Signing Complete	Security Checked	6/6/2023 9:06:47 AM
Completed	Security Checked	6/6/2023 9:06:47 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, University of Miami - Supply Chain Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact University of Miami - Supply Chain Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bx431@miami.edu

To advise University of Miami - Supply Chain Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bx431@miami.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from University of Miami - Supply Chain Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bx431@miami.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with University of Miami - Supply Chain Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bx431@miami.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify University of Miami - Supply Chain Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by University of Miami - Supply Chain Services during the course of your relationship with University of Miami - Supply Chain Services.



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 6, 2023

FROM: 
Gen Bonzon-Keenan
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
- ☐ 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(O)(1)
7-6-23

RESOLUTION NO. _____

RESOLUTION APPROVING AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE UNIVERSITY OF MIAMI TO ALLOW THE UNIVERSITY TO CONDUCT A RESEARCH PROJECT RELATED TO CORONAVIRUS DISEASE 2019 FOR THE NATIONAL INSTITUTE OF HEALTH AT THE MIAMI-DADE WATER AND SEWER DEPARTMENT'S CENTRAL AND SOUTH DISTRICT WASTEWATER TREATMENT PLANTS, AGREEMENT NO. IBISOTH1027; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ANY AND ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy 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 execution of an Agreement between Miami-Dade County and the University of Miami (the "University") to allow the University to conduct a research project related to coronavirus disease 2019 for the National Institute of Health at the Miami-Dade Water and Sewer Department's Central and South District Wastewater Treatment Plants, Agreement No. IBISOTH1027 (the "Agreement"), in substantially the form attached to the accompanying Mayor's memorandum as Exhibit 1. The Agreement is for a five year term with one five year option-to-renew. The Board also authorizes the County Mayor or County Mayor's designee to execute the Agreement for and on behalf of Miami-Dade County, Florida and to exercise any and all provisions contained therein.

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:

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of July, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis