

MEMORANDUM

Agenda Item No. 8(E)(2)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 16, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms of and authorizing a Memorandum of Agreement between Miami-Dade County, through the Miami-Dade Fire Rescue Department, and the State of Florida Department of Health in Miami-Dade County, to conduct quarterly ecological water sampling, for a three-year term with two options to renew, each for an additional three-year term, in the total amount of \$23,250.00 for the first term; and authorizing the County Mayor to execute amendments to the agreement and exercise the cancellation, modification, renewal, and termination provisions contained therein, provided that such amendments do not alter the purpose of the agreement

Resolution No. R-740-25

The accompanying resolution was prepared by the Fire Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Roberto J. Gonzalez.



Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001

Memorandum



Date: July 16, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

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

SUMMARY

The purpose of this Memorandum of Agreement (MOA) is to authorize the State of Florida Department of Health in Miami-Dade County (FDH-MDC) to conduct quarterly ecological water sampling at 15 locations throughout the County, to detect and evaluate significant microbial organisms and other contaminants or pollutants that can potentially affect human health and destroy water quality in fresh-water lakes/ponds used by MDFR for training purposes. This MOA shall be in effect for a three (3) year term with two (2) options to renew, each for an additional three (3) year term. The estimated total cost for the first 3 years is \$23,250.00. Options to renew are subject to an annual increase of 3% or the current inflation rate, whichever is higher.

RECOMMENDATION

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

SCOPE

This item has a Countywide impact.

FISCAL IMPACT/FUNDING SOURCE

The estimated total cost of this agreement is \$23,250.00. The annual cost for services to be provided for the first year under this MOA is estimated at \$7,440.00; \$7,750.00 for the second year; and \$8,060.00 in the third year. Options to renew are subject to an annual increase of 3% or the current inflation rate, whichever is higher. The invoices will be paid from the MDFR's Training Division operating budget, which is funded through the Fire District.

MDFR Water Sampling Fee Schedule			
Year 1			
Sampling Performed	Minimum	Maximum	Unit* Rate
Quarterly	1	4	\$120.00
Repeat	1	2	\$120.00
Total			\$7,440.00
Year 2			
Sampling Performed	Minimum	Maximum	Unit* Rate
Quarterly	1	4	\$125.00
Repeat	1	2	\$125.00
Total			\$7,750.00
Year 3			
Sampling Performed	Minimum	Maximum	Unit* Rate
Quarterly	1	4	\$130.00
Repeat	1	2	\$130.00
Total			\$8,060.00

TRACK RECORD/MONITOR

The MDFR Assistant Chief of Training or assigned personnel will monitor this Agreement.

DELEGATION OF AUTHORITY

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

BACKGROUND

MDFR personnel engage in field training in various environments to prepare them for emergencies they may be called to while on duty, including water rescues. In preparation for such training exercises at designated sites and to protect the health of MDFR personnel engaging in same from microbial organisms and other water based contaminants and pollutants that can potentially impact their health, MDFR partners with FHD-MDC to sample the water quality of all designated sites prior to its use of such sites for aquatic training activities.

The purpose of this MA is to authorize the FDH-MDC to conduct quarterly ecological water sampling at 15 locations, to detect and evaluate significant microbial organisms and other contaminants or pollutants that can potentially affect human health and destroy water quality in fresh-water lakes/ponds used by MDFR for training purposes.

Site #	Site Name	Address	Zip code	Frequency
1	Tropical Park	7900 SW 40th St. Miami, FL	33155	Quarterly
2	Amelia Earhart Park	401 E 65th St. Hialeah, FL	33013	Quarterly
3	MDFR Training Center	9300 NW 41 St. Doral Fl	33178	Quarterly
4	Union Hall Lake	8000 NW 21st St. Hialeah, FL	33013	Quarterly
5	Lake Patricia	14110 Lake Childs Ct. Miami Lakes, FL	33122	Quarterly
6	County Village Lake	19090 NW 62nd Ave. Miami, FL	33015	Quarterly
7	Aqua Bowl Park Lake	15450 NE 18th Ave.	33162	Quarterly
8	MD Fire Station #53	11600 SW Turnpike Hwy	33176	Quarterly
9	Three Lakes	13701 SW 127th Ave. Miami, FL	33186	Quarterly
10	Snake Creek Canal	20215 NW 2nd Ave. Miami, FL	33186	Quarterly
11	Venezia Lakes	SW 132 Ave and SW 136 St	33186	Quarterly
12	Leisure Lake	14841 Harding Lane. Homestead, FL.	33033	Quarterly
13	Executive Airport	North side of 120th St, West of 137th St	33186	Quarterly
14	Saga Bay	8000 SW 205th St, Cutler Bay, FL	33189	Quarterly
15	Hammocks Lake	SW 150 PL and Hammocks Blvd	33196	Quarterly

During the effective period of this Agreement, the FDH-MDC shall complete no less than one (1) water sampling per Quarter and no more than sixty-two (62) samplings per year (including any repeat samplings that may be required) during the effective period of this Agreement.

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



James Reyes
Chief of Public Safety



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 16, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(E)(2)

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 ____, majority plus one ____, 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) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(E)(2)
7-16-25

RESOLUTION NO. R-740-25

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, AND THE STATE OF FLORIDA DEPARTMENT OF HEALTH IN MIAMI-DADE COUNTY, TO CONDUCT QUARTERLY ECOLOGICAL WATER SAMPLING, FOR A THREE-YEAR TERM WITH TWO OPTIONS TO RENEW, EACH FOR AN ADDITIONAL THREE-YEAR TERM, IN THE TOTAL AMOUNT OF \$23,250.00 FOR THE FIRST TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS TO THE AGREEMENT AND EXERCISE THE CANCELLATION, MODIFICATION, RENEWAL, AND TERMINATION PROVISIONS CONTAINED THEREIN, PROVIDED THAT SUCH AMENDMENTS DO NOT ALTER THE PURPOSE OF THE AGREEMENT

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the terms of and authorizes the County Mayor or County Mayor's designee to execute the Memorandum of Agreement ("Agreement"), in substantially the form attached hereto as Exhibit A and made a part hereof, between Miami-Dade County, through the Miami-Dade Fire Rescue Department ("MDFR"), and the Florida Department of Health in Miami-Dade County ("FDH-MDC") to conduct quarterly ecological water samples to identify and evaluate significant microbial organisms and other contaminants or pollutants that can potentially affect human health, and destroy water quality in fresh-water lakes/ponds, for a three-year term

with two options to renew, each for an additional three-year term, in the total amount of \$23,250.00 for the initial term. If exercised, options to renew are subject to a three percent annual increase or the current rate of inflation, whichever is higher.

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

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of July, 2025. 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: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "JZ", written over a horizontal line.

Javier Zapata

MEMORANDUM OF AGREEMENT

BETWEEN

STATE OF FLORIDA, DEPARTMENT OF HEALTH
MIAMI-DADE COUNTY HEALTH DEPARTMENT

AND

MIAMI-DADE COUNTY
THROUGH
THE MIAMI-DADE FIRE RESCUE DEPARTMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between Miami-Dade County through its Miami-Dade Fire Rescue Department (MDFR), located in Miami-Dade County, Florida, hereafter referred to as the "MDFR", and the State of Florida, Department of Health, Miami-Dade County Health Department, hereafter referred to as the "Provider" or "DOH" (collectively referred to as "Parties").

WHEREAS, the MDFR desires to engage the Provider to perform environmental services to identify and evaluate significant problems and sources for potential disease outbreaks or disease-causing microorganism at its training and freshwater lakes or ponds hereby referred to as a "Designated Site"; and,

WHEREAS, the MDFR realizes that the Provider has the necessary components in place to carry out environmental services to ensure that the water quality at the Designated Site meets any and all local, state and federal water standards; therefore, ensuring that all residents and visitors that utilize the Designated Site are safe from pathogens, waterborne diseases or pollutants that may propose harm to humans and the environment.

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

I. TERMS AND DEFINITIONS

1. Clean Water Act (CWA): The CWA, 33 U.S.C. §1251 et seq., is the primary federal law in the United States governing water pollution. Passed in 1972, the objective of the CWA is to restore and maintain the chemical, physical, and biological integrity of the nation's waters by preventing point and nonpoint pollution sources, providing assistance to publicly owned treatment works for the improvement of wastewater treatment, and maintaining the integrity of wetlands.
2. Invoice: A mechanism by which the Provider requests payment from MDFR for services rendered for a specific cost and period.
3. Designated Site: For the purpose of this MOA, the fifteen (15) designated Sites are listed as follows:

EXHIBIT A

Site #	Site Name	Address	Zip code	Frequency
1	Tropical Park	7900 SW 40th St. Miami, FL	33155	Quarterly
2	Amelia Earhart Park	401 E 65th St. Hialeah, FL	33013	Quarterly
3	MDFR Training Center	9300 NW 41 St. Doral FL	33178	Quarterly
4	Union Hall Lake	8000 NW 21st St. Hialeah, FL	33013	Quarterly
5	Lake Patricia	14110 Lake Childs Ct. Miami Lakes, FL	33122	Quarterly
6	County Village Lake	19090 NW 62nd Ave. Miami, FL	33015	Quarterly
7	Aqua Bowl Park Lake	15450 NE 18th Ave.	33162	Quarterly
8	MD Fire Station #53	11600 SW Turnpike Hwy	33176	Quarterly
9	Three Lakes	13701 SW 127th Ave. Miami, FL	33186	Quarterly
10	Snake Creek Canal	20215 NW 2nd Ave. Miami, FL	33186	Quarterly
11	Venezia Lakes	SW 132 Ave and SW 136 St	33186	Quarterly
12	Leisure Lake	14841 Harding Lane. Homestead, FL.	33033	Quarterly
13	Executive Airport	North side of 120th St, West of 137th St	33186	Quarterly
14	Saga Bay	8000 SW 205th St, Cutler Bay, FL	33189	Quarterly
15	Hammocks Lake	SW 150 PL and Hammocks Blvd	33196	Quarterly

4. Period: The time frames outlined in section IV (a).

II. AUTHORIZATION

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

III. RECITALS

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

IV. The Provider agrees to the following:

1. To conduct certain freshwater sampling/test at the locations specified in the agreement, according to the schedule.
2. To test/sample freshwater at each Designated Sites for potential ecological problems that would otherwise go unmonitored.
3. To charge MDFR a fee referenced in the agreement.
4. To adhere to applicable local, federal and state rules, regulations, guidelines, protocols and laws in conducting freshwater samplings/tests at the Designated Sites.

EXHIBIT A

5. To provide the MDFR with a report of freshwater sampling services completed.
6. To provide all supplies, equipment, and staff necessary to perform, conduct, and complete the services outlined in this MOA.

V. The MDFR agrees to the following:

1. To provide the Provider with access to the Designated Sites for the purpose of sampling or testing for freshwater contaminants or pollutants.
2. To pay the Provider within thirty (30) calendar days or receipt of the once completed invoice and for all work completed at each site outline during each period.

VI. Both Parties mutually agree:

1. In the event that the MDFR requests additional sampling, the Provider shall complete each sampling at the specified unit fee.
2. Any and all retroactive payments shall be made for the period which the Provider has completed services without the benefit of an executed agreement.
3. To not discriminate on the basis of race, color, gender, disability, national origin, creed, religion, ancestry, veteran status, age, sexual orientation, gender identity or any other category specifically protected by any applicable state and federal laws in the performance of the terms of this MOA.
4. To be fully responsible for its acts, actions, omissions, and negligence of its agents, officers, and employees during the performance or operation of this MOA. Nothing herein is intended to serve as a waiver of sovereign immunity described in section 768.28, F.S. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this MOA or any subsequent modifications thereof, whether direct or indirect and whether to any person or tangible or intangible property. The Provider cannot insure or indemnify the Miami-Dade Fire and Rescue Department, its officers, employees, and agents, or any third parties.

VII. Invoice:

1. To invoice the MDFR on a quarterly basis through submission of a properly completed invoice, within 30 calendar days following the end of the quarter for which payment is requested.
 - a. The MDFR's quarters will consist of the following time frames listed. The year of services is effectuated per Agreement year.

EXHIBIT A

Quarter:	Covered Period:
1	August 1- September 30
2	October 1- December 31
3	January 1- March 31
4	April 1- June 30
5	July 1- July 31

- b. To invoice the MDFR quarterly only for water samplings completed during each quarter.
2. DOH does not issue advisories for these sites but can provide recommendations to MDFR officials regarding the use of these sites when do not meet the recreational water quality criteria for *Enterococcus* bacteria.
3. To provide all staff, supplies and equipment necessary to perform, conduct, and complete the activity in section III.1.

VIII. The MDFRD agrees to the following:

1. To provide the Provider with access to the Designated Site for the purpose of sampling or testing for water contaminants or pollutants during the periods outlined in **section VII** (a) of this Agreement.
2. DOH does not issue advisories for these sites but can provide recommendations to MDFR officials regarding the use of these sites when do not meet the recreational water quality criteria for *Enterococcus* bacteria.
3. To compensate the Provider within 30 calendar days of receipt of a properly completed invoice for the performance of all work completed at the Designated Site during the effective period.

IX. Parties mutually agree:

1. The total cost for the services set forth in **section IX** of this Agreement is estimated at **\$23,250.00** during the effective period specified in **section VII** of this Agreement. If the total cost for the services set forth in **section IX** of this Agreement may exceed **\$23,250.00**, Provider must obtain County and City's prior written authorization before it continues said services.
2. During the effective period of this Agreement, the Provider shall complete no less than one (1) water sampling per Quarter and no more than sixty-two (62) samplings per year (including any repeat samplings that may be required) during the effective period of this Agreement. If the County requests additional sampling beyond the sixty-two (62) water samplings, the Provider will invoice the City for each additional water sampling completed at the rate of \$120.00 per sampling.

MDFRD Water Sampling Fee Schedule			
Year 1			
Sampling Performed	Minimum	Maximum	Unit* Rate
Quarterly	1	4	\$120.00
Repeat	1	2	\$120.00
Total			\$7,440.00
Year 2			
Sampling Performed	Minimum	Maximum	Unit* Rate
Quarterly	1	4	\$125.00
Repeat	1	2	\$125.00
Total			\$7,750.00
Year 3			
Sampling Performed	Minimum	Maximum	Unit* Rate
Quarterly	1	4	\$130.00
Repeat	1	4	\$130
Total			\$8,060.00

3. **Per resolution: I.O.No.:137 Ordered: Effective: 06/01/25**, the sampling unit fee is \$120.00 (billing fiscal year 08/01/25 to 07/31/29). This fee shall increase by 3% every September 1st. *“The environmental fees will be increased automatically by 3 percent, or the current inflation rate, whichever is higher; annually, beginning the 1st of September of each year”*. The Department shall round any increased fees to the next highest whole five (5) dollar increment.
4. The Miami-Dade Fire Rescue Department shall make any and all retroactive payments for the period during which the Provider has completed services without the benefit of an executed Agreement that is since August 1st, 2025.
5. Each party shall be responsible for the liabilities of their respective agents, servants and employees, to the extent legally permissible to either party. Nothing herein shall be construed to be consent to be sued by any third party. No party will be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the parties to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings. DOH and the State of Florida may, in addition to other remedies available to them at law or equity and upon notice to the Miami-Dade Fire Rescue Department, retain such monies from amounts due the Miami-Dade Fire Rescue Department as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. DOH and the State of Florida may set off any liability or other obligation of the Miami-Dade Fire Rescue Department or its affiliates to DOH or the State of Florida

EXHIBIT A

against any payments due to the Miami-Dade Fire Rescue Department under the Agreement. Nothing contained herein negates the sovereign immunity protections provided to State agencies or subdivisions, as defined in section 768.28, Florida Statutes.

X. Termination at Will:

This Agreement shall be terminated by either party upon no less than thirty (30) calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both Parties. Said notice shall be delivered by email communication with proof of receipt, or certified mail, return receipt requested, or in person with proof of delivery. Notices sent/addressed to persons other than who is stated below shall be deemed "undelivered".

All notices must be addressed, respectively, as follow:

Florida Department of Health in Miami-Dade
1725 NW 167 Street
Miami, Florida 33056
Attention: Elmir Samir, Ph.D.
Director of Environmental Health & Engineering Services

Florida Department of Health in Miami-Dade
Attention: Fabiola Pierre
Contract Manager
8323 NW 12th Street, Suite 214
Miami, FL 33126
Tel: 786-845-0334
E-mail: Fabiola.Pierre@flhealth.gov

Copy to:

The Miami-Dade Fire Rescue Department
Chief Michael Ung
Training Division
Miami-Dade Fire Rescue Department
9300 NW 41st Street
Miami, FL 33178
Tel: 786-331-4202

- a. All notices called for hereunder shall be effective upon receipt.
- b. Contact information may be updated as needed by notifying the other party, including via email, without voiding this Agreement.

XI. Modification:

Any modifications to this Agreement shall only be valid when they have been reduced to writing and duly signed by the Parties.

XII. Renewal

This MOA shall be in effect for a three (3) year term with two (2) options to renew, each for an additional three (3) year term must be in writing. If such options are exercised, no further renewals of this MOA will be executed unless authorized by the Miami-Dade Board of County Commissioners. Such renewals shall be made by mutual agreement and will be contingent on satisfactory performance evaluations as determined by the Miami-Dade Fire Rescue Department. Any renewals shall be in writing no less than sixty (60) calendar days ' notice in writing to the other party.

XIII. Effective Period:

This Agreement shall begin on August 1, 2025, and shall end on July 31, 2029.

XIV. Independent Capacity of the Contractor:

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

XV. Governing Law and Venue:

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

XVI. Dispute Resolution:

In event a dispute arises regarding this Agreement, both parties agree that a representative of each entity shall be appointed for the purpose of meeting and conferring to achieve a mutually acceptable resolution of such dispute. Should such representatives fail to reach a resolution within sixty (60) days of their appointment, then the Administrator, Director, City Manager, Chief Executive Officer, Designee or Chairperson of each party shall meet and negotiate a resolution. If this Agreement becomes the subject of litigation, arbitration, mediation, or other alternative dispute resolution mechanism then each party shall bear their own attorney's fees, costs, charges, and expenses.

XVII. Benefit/Assignment:

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

XVIII. Waiver of Breach:

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

XVIII. Severability:

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

XIX. Execution in Counterparts:

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

XX. Public Records

Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to the Miami-Dade Fire Rescue Department Agreements, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Miami-Dade Fire Rescue Department and the public to all documents subject to disclosure under applicable laws. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the Miami-Dade Fire Rescue Department. Provider shall specifically require all sub- contractors to comply with this paragraph.

To the extent Provider is acting on behalf of the Miami-Dade Fire and Rescue Department as specified in subsection 119.070 I(1)(A), Florida Statutes, Provider shall additionally comply with Section 119.0701, Florida Statutes, including without limitation: (I) keep and maintain public records required by the Miami-Dade Fire Rescue Department to perform the service under this Agreement; (2) upon request from the Miami-Dade Fire Rescue Department's custodian of public records, provide the Miami-Dade Fire Rescue Department with a copy of the requested records or allow the records to be inspected within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, or otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Provider does not transfer the records to the Miami-Dade Fire Rescue Department; (4) provide to the Miami-Dade Fire Rescue Department all electronically stored public records, upon request from the Miami-Dade Fire Rescue Department's custodian of public records, in a format compatible with the Miami-Dade Fire Rescue Department's information technology systems; and (5) upon completion of the Agreement, transfer, at no cost, to the Miami-Dade Fire Rescue Department all public records in possession of Provider or keep and maintain public records required by the Miami-Dade Fire Rescue Department to perform the service. If Provider transfers all public records to the Miami-Dade Fire Rescue Department upon completion of the Agreement, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements. If Provider keeps and maintains public records upon completion of the Agreement, Provider shall meet all applicable requirements for retaining public records.

Notwithstanding the foregoing, Provider shall be permitted to retain any public records that make up part of its work product solely as required for archival purposes, as required by law, or to evidence compliance with the terms of the Agreement.

Should Provider determine to dispute any public access provision required by Florida Statutes, then Provider shall do so at its own expense and at no cost to the Miami-Dade Fire Rescue

Department.

XXI. Proper Authority:

Each of the Parties and its officers represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority.

XXII. Entire Agreement:

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW

EXHIBIT A

IN WITNESS WHEREOF, the Parties hereto have caused this 10-page Agreement to be executed by their officials thereunto duly authorized.

PROVIDER:
STATE OF FLORIDA
DEPARTMENT OF HEALTH

MIAMI-DADE COUNTY

SIGNATURE

NAME: Yesenia Villalta, DNP, MSN, APRN

TITLE: Administrator/Health Officer

DATE: _____

SIGNATURE

NAME: Daniella Levine Cava

TITLE: Mayor

DATE: _____

By: Dr. Samir Elmir. PhD., PE, BCCEE, RCEHP

TITLE: Dir. Environmental Health & Engineering Services

Signature: _____

Date: _____