

Memorandum



Date: September 3, 2025

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Approving and Authorizing the Execution of an Interlocal Agreement Between the City of Hialeah and Miami-Dade County for Water Quality Sampling and Analysis

Agenda Item No. 8(L)(4)

Resolution No. R-854-25

Executive Summary

The purpose of this item is to seek approval from the Board of County Commissioners (Board) of an Interlocal Agreement (Agreement) between the City of Hialeah and Miami-Dade County for water quality sampling, analysis, and reporting conducted in and near the City of Hialeah. Water quality sampling will be conducted by staff from the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management (RER-DERM) at six (6) stations in and adjacent to the City of Hialeah, as required in the monitoring plan mandated under the City's National Pollutant Discharge Elimination System (NPDES) Permit on a quarterly basis. All analysis will be performed by the RER-DERM laboratory or by other laboratories contracted with the County. For all sample collection, handling, documentation and verification, the County shall comply with Florida Department of Environmental Protection (FDEP) Quality Assurance Rule and the FDEP Standard Operating Procedures for Field Activities. The County will provide the City with quarterly reports that will include all data generated and expenditures. These results will be transmitted to the FDEP as part of the City's stormwater NPDES Permit report submittal.

Recommendation

It is recommended that the Board adopt the attached resolution approving and authorizing the County Mayor or County Mayor's designee to execute an Interlocal Agreement whereby the City of Hialeah will pay the County up to \$145,316.42 over five (5) years for surface water quality sampling, analysis, and reporting conducted in and near the City of Hialeah. This Agreement replaces a previous five (5) year agreement from 2019-2024 for similar services. The Agreement is attached as Attachment A.

Scope

This Agreement involves water sampling at sites within Commission Districts 12 and 13 which are represented by Commissioners Juan Carlos "JC" Bermudez and Senator René Garcia respectively.

Delegation of Authority

This item authorizes the County Mayor or County Mayor's designee to execute the proposed Agreement attached to the resolution and execute amendments for

extensions of time and exercise the termination provisions and other rights contained therein.

Fiscal Impact/Funding Source

Under this Agreement, the City of Hialeah will pay Miami-Dade County up to \$145,316.42 over five (5) years for water quality sample collection, analyses, and data reporting.

Hialeah will pay all costs incurred by the County up to the reimbursement amounts under this Agreement and no matching funds are required by the County. This Agreement has no fiscal impact on current and future annual County budgets.

Track Record/Monitor

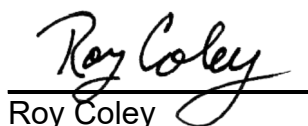
The Restoration and Enhancement Section Chief, within the Department of Regulatory and Economic Resources, Water Resources Coordination Division, Laura Eldredge, will monitor this proposed agreement.

Background

The federal Clean Water Act requires that all municipal, industrial, and commercial facilities that discharge wastewater or stormwater into waters of the United States (such as a lake, river, or ocean) must obtain a NPDES permit. These federal permits ensure that the receiving waters meet applicable water quality standards.

The City of Hialeah's NPDES permit requires that surface water quality samples be collected and analyzed from six (6) canal locations in and adjacent to the City of Hialeah. As the County has extensive experience in surface water quality collection and analysis, the City has requested the County perform these services on their behalf. The County agrees to conduct field collection and laboratory quality assurance measures and necessary data validation procedures for the surface water quality sampling at six stations outlined in Section V, up to the reimbursement amounts provided in this Agreement. The County will provide the City with quarterly reports that will include all data generated and all chain of custody forms. The County has provided these services for the City for more than 20 years under prior agreements. The proposed five-year Interlocal Agreement establishes the locations and parameters to be sampled and associated costs for those activities.

Attachment

A handwritten signature in black ink, reading "Roy Coley", is written over a horizontal line.

Roy Coley
Chief Utilities and Regulatory Services Officer

ATTACHMENT A

INTERLOCAL AGREEMENT

Between The City of Hialeah and Miami-Dade County for Surface Water Quality Sampling and Analysis

This Interlocal Agreement by and between the City of Hialeah, Florida (hereinafter referred to as the “City”) and Miami-Dade County (hereinafter referred to as “the County”) is entered into to provide the City with services and information necessary to comply with the requirements set forth in the City’s NPDES Permit (No. FL000023-004) Monitoring Plan.

- I. The City agrees to compensate the County for costs associated with conducting water quality sampling and analysis at six (6) stations in and adjacent to the City of Hialeah, as required in the monitoring plan mandated under the City’s NPDES Permit.

Water quality samples will be collected quarterly on the same day (e.g., no more than 24 hours between collection of the first and last sample) by staff from the Miami-Dade County Department of Regulatory and Economic Resources, Water Resources Coordination Division (WRCD). One sampling event shall occur within each of the following periods: January 1st to March 31st, April 1st to June 30th, July 1st to September 30th and October 1st to December 31st of each calendar year. To the extent practicable, the date of sampling within each period should be consistent (+/- two weeks) from year to year.

- II. Period of Agreement. The Agreement will commence upon final execution by both parties and end September 30th, 2029, unless modified as provided for herein.
- III. The following water quality parameters and methods will be used. The method used must have resolution minimally equivalent to the Method Detection Limits (MDLs) listed below:

Parameter	Method	MDL/units
Temperature	SM 2550B	(C°)
pH	SM 4500 H+B	(units)
Specific Conductivity	SM 2510A	(µS/cm)
Salinity	SM 2520B	(ppt)
Dissolved Oxygen	SM 4500-O G	(mg/L)
Escherichia coli	SM 9223B/Quanti-Tray	cfu/100mL
Total Phosphorous	EPA 365.1	0.002 mg/L
Total Kjeldahl Nitrogen	EPA 351.2	0.2 mg/L
Color	SM 2120B	5 PCU
Chlorophyll-a	EPA 445.0	0.46 µg/L
COD	EPA 410.4	4 mg/L
Copper (Freshwater)	EPA 200.7	2 µg/L
Zinc (Freshwater)	EPA 200.7	5 µg/L
Cadmium (Freshwater)	EPA 200.7	2 µg/L

Hardness	SM 2340B	.1 mg/L
Total Suspended Solids	EPA 160.2	2.5 mg/L
Oil & Grease	EPA 1664A	1.4 mg/L

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The City will be notified in writing 30 days in advance of any project-related changes related to parameter MDLs. All analyses will be performed by the DERM laboratory or by other laboratories contracted with the County that hold NELAC certification for that analysis/method.

- IV. For all sample collection, handling, documentation and verification, the County shall comply with Florida Department of Environmental Protection (FDEP) Quality Assurance Rule (Florida Administrative Code (FAC) 62-160 and the FDEP Standard Operating Procedures for Field Activities (FDEP SOP 001/01, April 16, 2018). Additionally, the County shall, in accordance with the FDEP SOP 001/01 Section FA3300, maintain a Field Quality Manual. If there are to be any variances from the minimum requirements under FAC 62-160 or the FDEP SOP, the County must provide proof, in writing, of approval for the variance by the FDEP prior to implementation of the variation (email transmission of this approval is adequate). This includes any variations in sampling procedures or quality assurance/quality control (QA/QC) protocols.
- V. The following Surface Water Quality Stations will be sampled on a quarterly basis:
 1. **HIA-LR01** – Little River Canal at W. 16th Avenue and north of E. 52nd Street.
 2. **HIA-LR02** – Little River Canal at E. 8th Avenue and south of W. 53rd Street.
 3. **HIA-LR08** – Little River Canal at W. 4th Avenue and W. 53rd Terrace.
 4. **HIA-LR10** – Little River Canal at W. 28th Avenue and W. 53rd Street
 5. **HIA-RR01** – Red Road Canal at W. 4th Avenue and W. 69th Place.
 6. **HIA-RR02** – Red Road Canal at W. 4th Avenue and W. 37th Street.
- VI. The County agrees to conduct field collection and laboratory quality assurance measures and necessary data validation procedures for the surface water quality sampling at stations outlined in Section V, up to the reimbursement amounts provided in this agreement. The County will provide to the City quarterly reports that will include all data generated and all chain of custody forms. These results will be transmitted by the City to the FDEP as part of the City's stormwater NPDES Permit annual report submittal.
- VII. Cost of Surface Water Sampling and Analysis. The City agrees to pay the County for the following costs incurred in performance of this agreement. The total amounts reflected in the table below are for water quality sampling and analysis.

	FY25	FY26	FY27	FY28	FY29
Total Laboratory Expenses	\$6,950.00	\$7,158.50	\$7,373.26	\$7,594.45	\$7,822.29
Equipment Purchases*		\$600.00		\$14,617.00	
Equipment Maintenance	\$3,141.50	\$3,235.75	\$3,332.82	\$3,432.80	\$3,532.79
Operating Supplies	\$2,399.31	\$2,471.29	\$2,545.43	\$2,621.79	\$2,700.44
Vehicle Expenses	\$700.00	\$721.00	\$742.63	\$764.91	\$787.86
Personnel Salary	\$11,314.01	\$11,653.43	\$12,003.03	\$12,363.12	\$12,734.02
Annual Total (not to exceed)	\$24,504.82	\$25,839.96	\$25,997.16	\$41,394.08	\$27,580.39

*FY28 equipment/capital cost includes purchase of multi-parameter sonde and logger.

INTERLOCAL AGREEMENT

Between The City of Hialeah and Miami-Dade County for Surface Water Quality Sampling and Analysis

VIII. Total Agreement Cost. The total reimbursable cost to the County for surface water sample collection and analyses for the life of this agreement is not to exceed **\$145,316.42**.

IX. Nothing herein shall constitute a waiver by either party of Section 768.28 of the Florida Statutes.

X. Deliverables and Payments.

1. The City agrees to reimburse the County for costs of activities set forth in this agreement.
2. The County will provide to the City progress reports in a quarterly basis due the last day of the month following the end of the quarter (November 30th, January 31st, April 30th and August 31st) for each previous fiscal year (October 1st through September 30th) that will include all data generated and all chain of custody forms. The quarterly progress reports will be submitted electronically.
3. The County will submit invoices no more frequently than quarterly to the City. Invoices will include the details of all expenses incurred.
4. The City will review invoices and notify the County within 14 days of any discrepancies or questions regarding the invoice. Unless otherwise notified, an invoice is considered 'accepted' 15 days after submittal. However, the City retains the right to request additional supporting documentation and information and to hold payment until such documentation or information is received and reviewed.
5. Payment of the invoice is due 30 days after acceptance of the invoice.

XI. Amendments, Written Notices. This Agreement can be modified by amendment through mutual agreement of both parties. All amendments to the agreement must be in writing and signed by both parties and become effective as of the date of the final signatory unless otherwise noted therein. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by e-mail, fax, hand-delivery or by certified mail addressed to the other party at the address indicated herein or

as the same may be changed from time to time. Such notice shall be deemed given on the day when delivery is made if delivery is by fax, e-mail or hand-delivery; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY

City of Hialeah
Streets Department
900 E 56 St, Building 4
Hialeah, Florida
Attention: Jose Sanchez, Director

COUNTY

Miami-Dade County
Department of Regulatory & Economic Resources
701 NW 1 Ct, 5th Floor
Miami, Florida 33136
Attention: Galia Varona, Biologist II

XII. Termination. This Agreement can be terminated, in whole or in part, without cause or penalty, by 30 days' prior written notification from the County Mayor or designee, or from the City Mayor or designee. Upon termination, (1) the City's obligation to the County shall be payment for costs incurred by the County for the work performed in accordance with Section VII up to the time of termination, and (2) the County's obligation to the City shall be delivery of those units of work completed up to the time of termination.

XIII. Approvals. This Agreement is agreed to and becomes effective upon final execution of the agreement by the parties:

For:
City of Hialeah, Florida

For:
Miami-Dade County, Florida

DocuSigned by:

Esteban Bovo, Jr.

4010584138130
Mayor Esteban Bovo

12/5/2024

Date

Attest:

Marbelys Fatjo 12-9-24
Marbelys Fatjo, CMC, City Clerk

Approved as to legal form:

DocuSigned by:

Rafael Suarez-Rivas

39702416984152050
Rafael Suarez-Rivas, City Attorney

County Mayor or County Mayor's Designee

Date

Attest: Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

Deputy Clerk

Date

Approved as to legal form:

Rafael Suarez-Rivas, CS:\RAFAEL SUAREZ-RIVAS\CONTRACTS\2024\K-2024-058 (5)
Reso & Agreement-Surface Water Quality Sampling-Interlocal Agreement (COH & MDC)
(Agenda 05.14.24) (\$145,316.41)\Hialeah interlocal for water quality sampling_2025-2029
LE03192024 K-24-058(5).docity Attorney



MEMORANDUM

(Revised)

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

DATE: September 3, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(4)

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(L)(4)
9-3-25

RESOLUTION NO. R-854-25

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIALEAH AND MIAMI-DADE COUNTY FOR SURFACE WATER QUALITY SAMPLING AND ANALYSIS IN MIAMI-DADE COUNTY, BY WHICH THE CITY OF HIALEAH WILL PAY THE COUNTY UP TO \$145,316.42 OVER THE FIVE-YEAR TERM OF THE AGREEMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT AND AMENDMENTS FOR EXTENSIONS OF TIME, AND EXERCISE THE TERMINATION PROVISIONS CONTAINED THEREIN

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:

Section 1. This Board hereby approves the Interlocal Agreement between the City of Hialeah and the Miami-Dade County for specified water quality sampling and analysis in Miami-Dade County, in substantially the form attached hereto as Attachment A and made a part hereof.

Section 2. This Board hereby authorizes the County Mayor or County Mayor's designee to execute the Interlocal Agreement attached as Attachment A and to execute amendments for extensions of time and exercise any termination provisions and all other rights contained therein.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of September, 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.

Abbie Schwaderer-Raurell