

RESOLUTION NO. 2019-111

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIALEAH, FLORIDA AND MIAMI DADE COUNTY FOR SURFACE WATER QUALITY SAMPLING AND ANALYSIS, FOR A TERM COMMENCING UPON EXECUTION OF THE INTERLOCAL AGREEMENT AND ENDING ON SEPTEMBER 30, 2024, IN AN AMOUNT NOT TO EXCEED \$124,884.00; AND FURTHER AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY TO EXECUTE SAID INTERLOCAL AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO IN SUBSTANTIAL FORM AND MADE A PART HEREOF AS EXHIBIT "1"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Department of Environmental Protection ("DEP") implements the Stormwater element of the Federal National Pollutant Discharge Elimination System;

WHEREAS, DEP requires the City of Hialeah to retain a Municipal Separate Storm Sewer System ("MS4") Permit, which the City of Hialeah currently holds and maintains, from the Florida Department of Environmental Protection ("Florida DEP") to allow for the discharge of stormwater into the waters of the State;

WHEREAS, the MS4 Permit requires monitoring of the water quality of the waterbodies included in the City's MS4 Permit through the collection of water samples and data analysis;

WHEREAS, Miami Dade County as agreed to perform the water sampling and data analysis services for the City, in accordance with the terms and conditions set forth in the Interlocal Agreement, a copy of which is attached hereto in substantial form and made a part hereof as Exhibit "1", for a term commencing upon execution of the Interlocal Agreement and ending on September 30, 2024, in an amount not to exceed \$124,884.00;

WHEREAS, the City of Hialeah finds that it is in the best interest of the health, safety and welfare of the community to enter into this Interlocal Agreement with Miami Dade County, for surface water quality sampling and analysis, which will allow the City to comply with the requirements set forth in the City's MS4 Permit as regulated and implemented by the DEP and the Florida DEP.

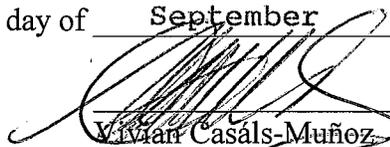
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby approves an Interlocal Agreement between the City of Hialeah, Florida and Miami Dade County for surface water quality sampling and analysis, for a term commencing upon execution of the Interlocal Agreement and ending on September 30, 2024, in an amount not to exceed \$124,884.00; and further authorizing the Mayor and the City Clerk, as attesting witness, on behalf of the City to execute said Interlocal Agreement, a copy of which is attached hereto in substantial form and made a part hereof as Exhibit "1". The City Council hereby approves, adopts and ratifies all prior actions, approvals, payments and other actions whatsoever taken by the Mayor, or his designee, on behalf of the City in the performance of this Agreement.

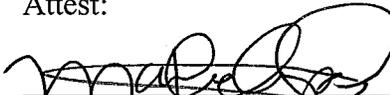
Section 3: This resolution shall become effective upon signature of the Mayor of the City of Hialeah, Florida or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 10 day of September, 2019.


Vivian Casals-Muñoz
Council President

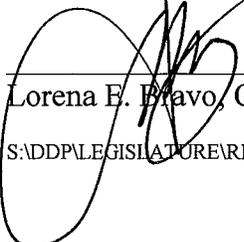
Attest:

Approved on this 13 day of September, 2019.


Marbelys Fatjo, City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


Lorena E. Bravo, City Attorney

Resolution was adopted by a 6-0-1 vote with Councilmembers, Cue-Fuente, Caragol, Hernandez Zogby, Casals-Muñoz and Garcia-Martinez voting "Yes" and with Councilmember Lozano absent.

ATTACHMENT A

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

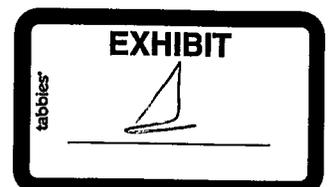
This Interlocal Agreement by and between the City of Hialeah, Florida (hereinafter referred to as the "City") and Miami-Dade County (hereinafter referred to as "the County") is entered into to provide the City with services and information necessary to comply with the requirements set forth in the City's NPDES Permit (No. FLS000023-004) 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, Division of Environmental Resources Management (DERM). 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 30, 2024, 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:

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	0.08 mg/L
Color	SM 2120B	5 PCU
Chlorophyll-a	EPA445.0	0.16 µg/L
COD	EPA410.4	6 mg/L
Copper (Freshwater)	EPA 200.7	4 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	EPA1664A	1.5 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 all required field collection and laboratory quality assurance measures and all necessary data validation procedures. 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 for are water quality sampling and analysis.

	FY20	FY21	FY22	FY23	FY24
Total Laboratory Expenses	\$6,950.00	\$7,158.50	\$7,373.26	\$7,594.45	\$7,822.29
Equipment Purchases*		\$600.00		\$6,500.00	
Equipment Maintenance	\$1,950.00	\$2,008.50	\$2,068.76	\$2,130.82	\$2,194.74
Operating Supplies	\$1,371.05	\$1,412.18	\$1,454.55	\$1,498.18	\$1,543.13
Vehicle Expenses	\$600.00	\$618.00	\$636.54	\$655.64	\$675.31
Personnel Salary	\$11,314.01	\$11,653.43	\$12,003.03	\$12,363.12	\$12,734.02
Annual Total (not to exceed)	\$22,185.06	\$23,450.61	\$23,536.13	\$30,742.21	\$24,969.48

*FY23 equipment/capital cost includes purchase of YSI multi-parameter sonde and logger.

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- 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 **\$124,884**.
- 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 1 through September 30) 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. 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.
- 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 those units of work as described above and previously authorized, and such payment shall be determined on the basis of the hours or percentage of work performed by the County up to the time of termination, and (2) the County's obligation to the City shall be delivery of those units of work as described above and previously authorized.
- 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

Mayor

County Mayor or Designee

Date

Date