

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2930.24

A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING THE AGREEMENT BETWEEN THE DEPARTMENT OF HEALTH AND THE TOWN OF GOLDEN BEACH FOR QUALITY WATER TESTING; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, monitoring water quality is essential for a beachfront community like our Town; and

WHEREAS, the Town wishes to renew our agreement with the Department of Health to provide water testing and monitoring; and

WHEREAS, the agreement calls for weekly testing of our waters.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Agreement Approved. The Agreement between State of Florida, Department of Health and the Town of Golden Beach for environmental services to identify and evaluate significant problems and sources for potential disease outbreaks or disease-causing microorganisms at the beach is approved in the form attached as Exhibit "A" ("Agreement").

Section 3. Implementation. The Town Mayor is authorized to execute the Agreement on behalf of the Town.

Section 4. Effective Date. This Resolution shall be effective immediately upon approval by the Town Council.

The Motion to adopt the foregoing Resolution was offered by Councilmember Lusskin, seconded by Vice Mayor Einstein and on roll call the following vote ensued:


Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 26th day of March, 2024.

ATTEST:



LISSETTE PEREZ
TOWN CLERK



MAYOR GLENN SINGER

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY

CONTRACT SUMMARY

This contract action has completed the Department's routing process and has received the required approvals for execution.

Division/CHD/Office:	Miami-Dade
Provider Name:	The Town of Golden Beach, FL
Contract Number:	13L51
Original Contract Amount:	\$22,320.00
Total Contract Amount (executed actions):	\$0.00
Original Contract Start Date:	09/01/2023
Original Contract End Date:	08/31/2026
New Contract End Date:	

DESCRIPTION OF CONTRACTUAL SERVICES:

The FDOH-Miami Dade Environmental Health and Engineering Services shall conduct beach water testing/sampling at The Town of Golden Beach, FL ("Designated Site) at least one (1) time per week to identify and evaluate any significant problems and sources for potential disease outbreaks, contaminants and/or pathogens during the effective period of this Agreement.

CONTRACT ACTION:

AMENDMENT(Y/N):	AMENDMENT AMOUNT:	
CHANGE TO TERM(Y/N):	START DATE:	END DATE:
RENEWAL:	RENEWAL AMOUNT:	
START DATE:	END DATE:	

DESCRIPTION OF CONTRACT AMENDMENT ACTION:

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This contract complies with all of the following requirements:

- A statement of work
- Quantifiable and measurable deliverables
- Performance measures
- Financial consequences for non-performance
- Terms and conditions which protect the interest of the state
- All requirements of law have been met regarding the contract
- Documentation in the contract file is sufficient to support the contract and the attestation (examples: business case; directive to establish contract; subject research and analysis, etc.)
- If the contract is established by way of a competitive solicitation as identified in section 287.057(1), Florida Statutes, the costs of the contract are the most advantageous to the state or offer the best value

MEMORANDUM OF AGREEMENT

BETWEEN

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

AND

THE TOWN OF GOLDEN BEACH, FLORIDA

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between the Town of Golden Beach, Florida, located in Miami-Dade County, Florida, hereafter referred to as "Golden Beach", 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, Golden Beach 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 beach "Designated Site"; and,

WHEREAS, Golden Beach 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. This Agreement contains and constitutes the legal and binding language between the Provider and Golden Beach including, but not limited to, all Attachments, Exhibits, and Amendments, when applicable.
2. 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.
3. Invoice: A mechanism by which the Provider requests payment from Golden Beach for services rendered for a specific cost and period.
4. Designated Site: The section of Miami-Dade County, Florida identified and located in the

northeast corner of Miami-Dade County between Intracoastal Waterway and Atlantic Ocean.

5. Period: The time frames outlined in section III.5 (a).

II. RECITALS

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

III. The Provider agrees to the following:

1. To conduct water testing/sampling at the Designated Site at least one (1) time per week to identify and evaluate any significant problems and sources for potential disease outbreaks, contaminants and/or pathogens during the effective period of this Agreement. Beach water samplings must be analyzed for Enterococci microbiological fecal indicators recommended by the Florida Department of Health and the United States Environmental Protection Agency to evaluate water quality to protect human health.
2. To perform beach water sampling at the Designated Site in accordance with the terms listed in section V.2 of this Agreement.
3. To adhere to and conduct water sampling services applicable to and within federal and state rules, regulations, guidelines, standards and laws.
4. To provide and maintain sufficient staffing to timely carry out the required activity specified in herein.
5. To invoice Golden Beach on a quarterly basis through submission of a properly completed invoice, Exhibit I, within 30 calendar days following the end of the quarter for which payment is requested.
 - a. Golden Beach's quarters will consist of the time frames listed below. The year of services is effectuated per Agreement year.

Quarter:	Covered Period:
1	June 1 - August 31
2	September 1 - November 30
3	December 1 - February 28
4	March 1 - May 31

- b. To invoice Golden Beach quarterly only for water samplings completed during each quarter.
6. To notify Golden Beach and elected officials of any beach advisories,

clearances (re-openings) and/or updates (advisories) using email, telephone call, fax, media outlets, or DOH Website: miamidade.floridahealth.gov.

7. To provide all staff, supplies and equipment necessary to perform, conduct, and complete the activity in section III.1.

IV. The Town of Golden Beach 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 III.5. (a) of this Agreement.
2. To notify the public of any beach advisories and rescission advisories through the utilization of various local media networks (e.g., TV and Radio) and/or social media (e.g., Twitter, Instagram, Facebook).
3. To compensate the Provider within 30 calendar days of receipt of a properly completed invoice, attached as Exhibit I hereto, for the performance of all work completed at the Designated Site during the effective period.

V. Parties mutually agree:

1. The total cost for the services set forth in section III.1 of this Agreement is estimated at \$22,320.00 during the effective period specified in section IX of this Agreement. If the total cost for the services set forth in section III.1 of this Agreement may exceed \$22,320.00, Provider must obtain 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 week 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 Golden Beach requests additional sampling beyond the sixty-two (62) water samplings, the Provider will invoice Golden Beach for each additional water sampling completed at the rate of \$115.00 per sampling.

Beach Water Sampling Fee Schedule			
Year 1			
Sampling Performed	Minimum	Maximum	Unit* Rate
Weekly	1	52	\$115.00
Repeat	1	10	\$115.00
Year 2			

Sampling Performed	Minimum	Maximum	Unit* Rate
Weekly	1	52	\$120.00
Repeat	1	10	\$120.00
Year 3			
Sampling Performed	Minimum	Maximum	Unit* Rate
Weekly	1	52	\$125.00
Repeat	1	10	\$125.00

3. **Per resolution: I.O.No.:137 Ordered : Effective: 10/01/23, the sampling unit fee is \$115.00 (billing fiscal year 10/01/23 to 09/30/24). This fee shall increase by 3% every October 1st. *“The environmental fees will be increased automatically by 3 percent, or the current inflation rate, whichever is higher; annually, beginning the 1st of October of each year”*. The Department shall round any increased fees to the next highest whole five (5) dollar increment.**

4. The Town of Golden Beach 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 September 1st, 2023.

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 Town of Golden Beach, retain such monies from amounts due the Town of Golden Beach 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 Town of Golden Beach or its affiliates to DOH or the State of Florida against any payments due to the Town of Golden Beach 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.

VI. 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 follows:

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 Town of Golden Beach, Florida
Attention: Alexander Diaz
Town Manager
Town of Golden Beach
One Golden Beach Drive
Golden Beach, FL 33160

- 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.

VII. Modification:

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

VIII. Renewal

This MOA may be renewed on a yearly basis. Such renewals shall be made by mutual agreement and will be contingent on satisfactory performance evaluations as determined by the Town of Golden Beach. Any renewals shall be in writing no less than sixty (60) calendar days' notice in writing to the other

party.

IX. Effective Period:

This Agreement shall begin on September 1, 2023 and shall end on August 31, 2026.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. Public Records

Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Town of Golden Beach Agreements, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town of Golden Beach 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 Town of Golden Beach. Provider shall specifically require all sub- contractors to comply with this paragraph.

To the extent Provider is acting on behalf of the Town of Golden Beach as specified in subsection 119.070 (1)(A), Florida Statutes, Provider shall additionally comply with Section 119.0701, Florida Statutes, including without limitation: (1) keep and maintain public records required by the Town of Golden Beach to perform the service under this Agreement; (2) upon request from the Town of Golden Beach's custodian of public records, provide the Town of Golden Beach 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 Town of Golden Beach; (4) provide to the Town of Golden Beach all electronically stored public records, upon request from the Town of Golden Beach's custodian of public records, in a format compatible with the Town of Golden Beach's information technology systems; and (5) upon completion of the Agreement, transfer, at no cost, to the Town of Golden Beach all public records in possession of Provider or keep and maintain public records required by the Town of Golden Beach to perform the service. If Provider transfers all public records to

the Town of Golden Beach 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 Town of Golden Beach.

XVIII. 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.

XIX. 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 Town of Golden Beach 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.

IN WITNESS WHEREOF, the Parties hereto have caused this 9-page Agreement to be executed by their officials thereunto duly authorized.

PROVIDER:
STATE OF FLORIDA
DEPARTMENT OF HEALTH

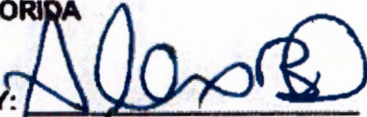
SIGNED BY: 

NAME: Yesenia Villaita, DNP, MSN, APRN

TITLE: Administrator/Health Officer

DATE: Mar 8, 2024

THE TOWN OF GOLDEN
BEACH, FLORIDA

SIGNED BY: 

NAME: Alexander Diaz

TITLE: Town Manager

DATE: 03-08-2024



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: March 26, 2024

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: Resolution No. 2930.24 – Renewing Contract with Department
of Health to Test Water Quality.

Item Number:

5

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2930.24 as presented.

Background:

During the last several years the Town has engaged the Department of Health directly to monitor and test our waters. This proactive measure ensures that our residents are aware of the water quality of the waterways.

The attached agreement formalizes our relationship with the Department of Health. The agreement calls for weekly testing of our waters. Because we are now testing our water more regularly, we have seen an increase in our closing of the beach. We understand how frustrating beach closings are; yet, we would rather have healthy swimming conditions for our beach goers.

On the Town's website, there is a direct link to the "live" testing results.

Fiscal Impact:

\$22,320.00 funded as part of our Recreation Budget.