Memorandum

MIAMI-DADE COUNTY

Date: January 22, 2009

To: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

Agenda Item No. 8(R)(1)(B)

From: George M. Burgess
County Manager

Subject: Resolution approving Amendment Number One to the Joint Participation Agreement for the Reverse Osmosis Water Treatment Plant between the City of Hialeah and Miami-Dade County

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RECOMMENDATION

It is recommended that the Board of County Commissioners approve Amendment No. 1 to the Joint Participation Agreement (JPA) between the City of Hialeah and Miami-Dade County related to the reverse osmosis water treatment plant in Hialeah.

SCOPE OF AGENDA ITEM

This item has an impact on all of the Miami-Dade Water and Sewer Department's (WASD) service areas including the service areas of WASD's wholesale customers.

FISCAL IMPACT/FUNDING SOURCE

This item will have a positive fiscal impact to the County as the amendment will give the County a credit for the fair market value of the property being conveyed (Exhibit A) to the City which is estimated to be $535,000. In terms of a possible wetlands mitigation payment, the County and City will equally share the cost of the mitigation payment.

TRACK RECORD/MONITOR

WASD's Assistant Director Finance will monitor the implementation of the JPA and its amendments.

BACKGROUND

In July 2007, the City and County entered into a JPA to provide for a reverse osmosis water treatment plant to meet future water supply needs in northern Miami-Dade County. The City and County are presently working together in a partnership under which the City is responsible for the procurement of a contractor to design, build, and operate the reverse osmosis plant to treat Floridan aquifer water using reverse osmosis technology.

Amendment No. 1 to the original JPA revises the second paragraph of Section 4 giving 1) the County a credit for the fair market value of the land being conveyed by the County to the City for the construction of the reverse osmosis water treatment plant and 2) if applicable, stipulating that any wetland mitigation payment related to this project will be shared equally between the County and City. The amendment also revises the second sentence in Section 5 stating that the payment terms for monies due to the City from the County will be set forth in the operating agreement of the reverse osmosis water treatment plant.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: January 22, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(R)(1)(B)

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(R)(1)(B)
1-22-09

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE JOINT PROJECT AGREEMENT FOR THE REVERSE OSMOSIS WATER TREATMENT PLANT WITH THE CITY OF HIALEAH AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME

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 approves Amendment No. 1 to the Joint Project Agreement for the Reverse Osmosis Water Treatment Plant with the City of Hialeah, in substantially the form attached hereto and made a part hereof, and authorizes the Mayor or his designee to execute same for and on behalf of Miami-Dade County.

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of January, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

AMENDMENT NUMBER ONE TO JOINT PARTICIPATION AGREEMENT FOR THE REVERSE OSMOSIS WATER TREATMENT PLANT BETWEEN CITY OF HIALEAH AND MIAMI-DADE COUNTY

THIS AMENDMENT NUMBER ONE TO JOINT PARTICIPATION AGREEMENT FOR THE REVERSE OSMOSIS WATER TREATMENT PLANT BETWEEN CITY OF HIALEAH AND MIAMI-DADE COUNTY, made and entered into this _____ day of _____, 2009, by and between the City of Hialeah, hereinafter referred to as the "City", a municipal corporation organized and existing under the laws of the State of Florida, and Miami-Dade County, hereinafter referred to as the "County", a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, on December 27, 2007, the parties entered into a Joint Participation Agreement ("JPA") for the construction of a 10 million gallons per day (mgd) Reverse Osmosis Water Treatment Plant that may be expanded to 17.5 mgd to serve future water supply needs in the City's annexation area and the Miami-Dade Water and Sewer Department's (MDWASD) service area, including future needs of wholesale customers; and

WHEREAS, the JPA provides that the County shall contribute and pay for 50% of the planning, design and construction and construction management costs for the water treatment plant, in an amount not to exceed $80 million; and

WHEREAS, the County owns property described in Exhibit "A" attached hereto which has been identified for use as the location of the physical plant, parking areas, landscaped areas, green spaces, right-of-ways, stormwater retention areas, wellfields, storage tanks, security facilities, and other connected uses for the water treatment plant; and

WHEREAS, the County desires to convey the subject property to the City and receive a credit for the fair market value of the subject property that will be applied towards the County's contribution to the design and construction costs; and

WHEREAS, the City desires to obtain the subject property for use as the location of the physical plant, parking areas, landscaped areas, green spaces, right-of-ways, stormwater retention areas, wellfields, storage tanks, security facilities and other connected uses for the water treatment plant.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto consent to and agree that the above recitations are true and further covenant agree to the following amendment to the existing agreement.

1. The second paragraph of Section 4 of the JPA is hereby amended to read:

The County shall receive a credit for the fair market value of the land being conveyed by the County to the City that will be provided for the location of the WTP and its related or connected uses, minus 10 feet for right-of-way for the construction of NW 97 Avenue, minus 55 feet for right-of-way for the construction of NW 107 Avenue and minus 80 feet for right-of-way for the construction of NW 102 Avenue, as part of the County's contribution to the design and construction costs. To the extent that the City, upon the transfer of the land to the City, is liable for a wetlands mitigation payment, each party shall pay 50% of the amount of such payment. The City shall also receive a credit towards its contribution for administrative costs and financing costs as part of the City's contribution to the planning, design and construction costs. The County shall also receive a credit towards its contribution for its financing costs as part of the County's contribution to the planning, design and construction costs. Additional funds that exceed the total design and construction estimate of $160 million and cost overruns shall be shared equally by the City and the County. If the City determines that design and construction of the WTP will or will likely require a County contribution in excess of $80 million, the City shall advise the County of same in writing, within 30 calendar days of such determination. The City and the County acknowledge that the $160 million estimate for the design and construction of the WTP does not include additional capital costs for the procurement of land for and the construction of additional wellfields for Phase II and III, if necessary. The City and the County shall share equally in these additional expenses, if necessary. In the event, that either the City or the County secure grants to design or construct the WTP, said grants shall be applied to the overall construction of the WTP, and the contribution required from each party shall be accordingly equally adjusted.

2. The second sentence of Section 5 is hereby amended to read:

The County shall provide incremental payments as set forth in the Operating Agreement with the Contractor, and shall provide the balance of the $80 million contribution, if any, at the time of the commencement of operations of the WTP at Phase I.

3. All other provisions not otherwise amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first written above.

Attest:

THE CITY OF HIALEAH, FLORIDA

By: _____
City Clerk

By: _____
Mayor

(SEAL)

Approved as to form and legal sufficiency:

_____
William M. Grodnick
City Attorney

Attest:
Harvey Ruvin, Clerk

MIAMI-DADE COUNTY

By: _____
Deputy Clerk

By: _____
Mayor

(SEAL)

Approved as to form and legal sufficiency:

_____
Henry N. Gillman
Assistant County Attorney

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EXHIBIT A

Legal Description

The South 100' feet of Tract 29 of the Plat of Florida Fruit Lands Company's Subdivision No. 1 as recorded in Plat Book 2, Page 17 of the Public Records of Miami-Dade County, Florida all in Section 17, Township 52 South, Range 40 East.