

MEMORANDUM

Agenda Item No. 14(A)(18)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 20 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a Memorandum of Understanding between the City of Miami and Miami-Dade County to participate in the iMDC Utility Coordination GIS Viewer and Database for a five (5) year term, with two (2) five-year options-to-renew; and authorizing the County Mayor to execute the Memorandum of Understanding and to exercise all provisions contained therein

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.


Geri Bonzon-Keenan
County Attorney


GBK/uw

Memorandum



Date: July 20, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving a Memorandum of Understanding Related to the iMDC Utility Coordination GIS Viewer between the Miami-Dade County and the City of Miami

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution authorizing the County Mayor or County Mayor’s designee to enter into a Memorandum of Understanding (MOU) between Miami-Dade County (County) and the City of Miami (City) for use of the County’s iMDC Utility Coordination GIS Viewer. The County, through the Miami-Dade Water and Sewer Department (WASD), has developed and will continue to maintain the iMDC Utility Coordination Viewer and Database, which geographically displays information about upcoming and ongoing utility projects, including specific project details, such as project description, start and end date on project status, and project manager contact information. The iMDC Utility Coordination viewer allows for multiple governmental agencies (municipalities, utilities, right-of-way owners, etc.) to coordinate capital improvement projects with the intent of promoting joint project development and execution which leads to lower project costs and less disruption to the community. The iMDC Utility Coordination Viewer is currently utilized successfully by WASD, the Florida Department of Transportation, and the Miami-Dade Department of Transportation and Public Works. The inclusion of the City of Miami will further enhance the coordination of capital improvement projects and programs across governmental jurisdictions by making these planned improvements visible to the various participating agencies and the public.

Scope

This Memorandum of Understanding will have a countywide impact.

Delegation of Authority

This item authorizes the County Mayor or the County Mayor’s designee to execute this MOU for use of the County’s iMDC Utility Coordination GIS Viewer, which is attached to the Resolution, and to exercise any and all rights conferred therein.

Fiscal Impact/Funding Source

There is no fiscal impact to the County or the City for accessing the iMDC Utility Coordination GIS Viewer. The centralized data system has already been developed by WASD; therefore, there are no internal costs associated with providing access to the iMDC Utility Coordination GIS Viewer.

Track Record/Monitor


WASD’s Chief Financial Officer Frances Morris will oversee the implementation of this item.

Background

On February 7, 2017, the Board adopted resolution R-139-17, which provided the County Mayor or County Mayor’s designee with authority to enter into individual MOUs between the County and any government entity that wished to share information regarding capital improvement projects for use in the County’s iMDC Utility Coordination GIS Viewer. The centralized data system allows all County departments, any government entity, and the public to view information relevant to planned utility and roadway projects. The standard term of the MOU previously approved by the Board is one (1) calendar year with automatic renewals, unless otherwise terminated by either party. To date, the cities of Coral Gables and Doral have entered into this MOU.

The City wishes to enter into an MOU; however, it requested that the term of the MOU be revised to a five (5) year term, with an option-to-renew for two (2) additional five (5) year periods. There were no other additional revisions made to the standard MOU.

The City’s Commission approved this MOU on January 20, 2021 under Resolution No. 8501. A copy of the City’s Resolution is attached hereto as Exhibit A.



Jimmy Morales
Chief Operations Officer



City of Miami

Legislation

Resolution:

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File Number: 8501

Final Action Date:

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHEMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING ("MOU"), IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, WITH MIAMI-DADE COUNTY ("COUNTY") FOR AN INITIAL FIVE (5) YEAR TERM, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL FIVE (5) YEAR TERMS TO PARTICIPATE IN THE IMDC UTILITY COORDINATION GIS VIEWER AND DATABASE.

WHEREAS, on February 7, 2017, the Miami-Dade County ("County") Board of County Commissioners adopted Resolution R-139-17, approving a form Memorandum of Understanding ("MOU") to allow the County and any government entity wishing to participate in the iMDC Utility Coordination GIS Viewer and Database with a contract term of one (1) calendar year with automatic renewals; and

WHEREAS, the iMDC Utility Coordination GIS Viewer and Database, is a centralized data system that contains road-way utility project information; and

WHEREAS, the County, through its Miami-Dade Water and Sewer Department ("WASD"), has developed and will continue to maintain the iMDC Utility Coordination GIS Viewer and Database, which will display information about upcoming and ongoing utility projects, including specific project details, such as project description, start and end dates, project status, and project manager contact information; and

WHEREAS, it is anticipated that multiple cities, and governmental agencies will participate in this data sharing system; and

WHEREAS, the utilization of a centralized data and system sharing database will assist City of Miami, Florida ("City") with coordinated decision-making and procurement of permits; and

WHEREAS, such coordination is critical in order to improve utility projects coordination among the various entities and agencies; and

WHEREAS, the City Commission wishes to enter into a MOU with the County in order to specify the responsibilities in data sharing, processes and services to be provided through the iMDC Utility Coordination GIS Viewer and Database;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:


Section 1. The recitals and findings contained in the Preamble to this Resolution are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

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 OFFICE OF THE CITY CLERK
 CITY OF MIAMI

Section 2. The City Manager is hereby authorized¹ to execute a Memorandum of Understanding, in a form acceptable to the City Attorney, with Miami-Dade County for an initial five (5) year term, with the option to renew for two (2) additional five (5) year terms to participate in the iMDC Utility Coordination GIS Viewer and Database.

Section 3. This Resolution shall become effective immediately upon its.

APPROVED AS TO FORM AND CORRECTNESS:


Victoria Mendez, City Attorney 1/19/2021

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OFFICE OF THE CITY CLERK
CITY OF MIAMI

¹ The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to, those prescribed by applicable City Charter and City Code provisions.




MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 20, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(18)

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 ____, 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) ____, or 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. 14(A)(18)
7-20-21

RESOLUTION NO. _____

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI AND MIAMI-DADE COUNTY TO PARTICIPATE IN THE IMDC UTILITY COORDINATION GIS VIEWER AND DATABASE FOR A FIVE (5) YEAR TERM, WITH TWO (2) FIVE-YEAR OPTIONS-TO-RENEW; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying background 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 the Board hereby approves the Memorandum of Understanding with the City of Miami to participate in the iMDC Utility Coordination GIS Viewer and Database for a five (5) year term, with two (2) five-year options-to-renew, in substantially the form attached hereto as Exhibit 1 and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, Florida and to exercise the provisions contained therein.

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:

Jose "Pepe" Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of July, 2021. 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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of this __ day of _____, 2021 (the “Effective Date”), by and between Miami-Dade County, Florida, a political subdivision of the State of Florida (hereinafter, the “County”), and the City of Miami, a municipality within Miami-Dade County (hereinafter, the “City,” and collectively with the County and any other governmental agency or municipality that subsequently signs an MOU identical to this MOU, the “Parties”).

RECITALS

WHEREAS, the Parties acknowledge that a centralized data and system sharing program will assist the Parties with coordinated decision-making and procurement of permits on a County-wide basis; and

WHEREAS, such coordination is critical in order to improve utility project coordination, among various Miami-Dade County departments, the City of Miami and other parties participating in the iMDC Utility Coordination GIS Viewer; and

WHEREAS, in addition to the City, other municipalities within Miami-Dade County and utilities that operate throughout Miami-Dade County may choose to participate in the iMDC Utility Coordination GIS Viewer and will be required to sign an agreement identical to this agreement in order to participate; and

WHEREAS, the County, through its Miami-Dade Water and Sewer Department (“WASD”), has developed and will continue to maintain the iMDC Utility Coordination GIS Viewer, which will display information about upcoming and ongoing utility projects, including specific project details such as project description, start and end dates, project status, and project manager contact information; and

WHEREAS, the iMDC Utility Coordination GIS Viewer will provide a project time interval tool to view all projects during any particular time window and a potential project conflict alert layer when multiple projects share a portion of their scope area and timeframe; and

WHEREAS, the iMDC Utility Coordination GIS Viewer will, among other features, allow municipalities, and the public, the ability to: improve planning coordination across the Miami-Dade County region in order to minimize construction impact to the residents of the County; reduce project costs by facilitating agreements among participating parties when projects share the same scope area and time; and assist with adherence to roadway moratoriums by viewing completed projects and dates of completion; and

WHEREAS, the Parties may wish to enter into this MOU in order to provide a framework and guidelines for the working relationship between the Parties and in order to specify the responsibilities in data sharing, processes and services to be provided through the iMDC Utility Coordination GIS Viewer,

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated herein and made a part hereof by this reference.

2. Obligations of the Parties. This MOU does not bind the Parties to commit funds and/or personnel to the iMDC Utility Coordination GIS Viewer, but the Parties agree, subject to the limitations of their respective charters, policies and statutes, to:

- (a) share all available data and information related to the iMDC Utility Coordination GIS Viewer with one another and the public;
- (b) provide data and information for inclusion in the iMDC Utility Coordination GIS Viewer, on a monthly basis through use of the established GIS data templates, which data and information shall include, at a minimum, all roadway utility projects, along with project specific information, at the very earliest point a project has been identified necessary, whether funded or unfunded, and updates through the entire project life cycle;
- (c) coordinate the planning and implementation of the iMDC Utility Coordination GIS Viewer;
- (d) pursue joint funding opportunities for collective implementation of the iMDC Utility Coordination GIS Viewer; and
- (e) acknowledge that all municipalities within Miami-Dade County and all utilities operating within Miami-Dade County that execute an MOU after the Effective Date shall be considered Parties to this MOU without the need for any form of approval from the City or amendment to this MOU.

In addition, the County will provide the iMDC Utility Coordination GIS Viewer to the Parties at no cost; however, all code and software associated with the iMDC Utility Coordination GIS Viewer shall be considered the property of the County and shall not be duplicated, sold or used without the County's express permission. A link to the iMDC Utility Coordination GIS Viewer will be available on various County websites and can be added to the websites of other participating municipalities.

3. Term/Termination. The term of this MOU shall commence on the Effective Date and shall automatically renew annually for an initial five (5) year term, with two (2) five-year options to renew. In order to exercise either or both of the options to renew, the City must advise the County that it wishes to exercise its option to renew at least six (6) months in advance of the expiration of this MOU. The Parties may terminate this MOU at any time for convenience upon thirty (30) days' prior written notice to one another pursuant to the Notice provision set forth in Paragraph 5 below. Termination of this MOU will also occur in the event that the Party ceases to exist. In the event of termination, the iMDC Utility Coordination GIS Viewer, and any information contained therein, shall be deemed the property of the County.

4. Inaccurate Information. If either the County or the City submits inaccurate data to the iMDC Utility Coordination GIS Viewer, it shall be the responsibility of that Party to submit corrected information with the next monthly report as stipulated in Paragraph 2(b) above upon notice that the data is inaccurate. Failure to promptly correct inaccurate information upon notice may result in termination of this MOU.

5. Notice: All notices hereunder shall be given by hand-delivery, electronic delivery, overnight delivery or certified mail (return receipt requested), and shall be deemed delivered upon receipt or refusal to accept delivery if addressed as follows:

County Miami-Dade Water & Sewer Department
Attn: Josenrique Cueto, P.E., Assistant Director
3071 S.W. 38 Avenue, Room 331
Miami, FL 33146
(786) 552- 8884
Josenrique.Cueto@Miami-Dade.gov

Miami-Dade Information Technology
Attn: Jose L. Lopez, Division Director
5680 S.W. 87 Avenue, Room 302
Miami, Florida 33173
Jose.Lopez5@miamidade.gov

City City of Miami
Attn: Mike Sarasti, CIO/Director of Innovation & Technology
444 SW 2 Avenue, 5 Floor
Miami, Florida 33130
(305) 416-1018
MSarasti@miamigov.com

6. Entire Agreement: This MOU contains the entire agreement of the Parties hereto, and, in executing and delivering this MOU, neither the County nor the City, or any of their agents or representatives, is relying on any warranties, representations, promises or statements not contained herein.

7. Counterparts: This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. Facsimile and/or electronic signatures on this MOU shall be deemed to be originals for all purposes.

8. Severability: In the event any provision of this MOU is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or reconstructed as such authority determines, and the remainder of this MOU shall be construed to be in full force and effect.

9. Dispute Resolution: This MOU shall be construed and enforced in accordance with the laws of the State of Florida. In the event of any dispute that arises between the Parties, a meeting shall be conducted between the Director of WASD and the City's Representative in order to attempt to resolve the disagreement in good faith.

10. Indemnification: Each Party agrees to be fully responsible for its own act and omissions and for those of its respective employees, while acting within the scope of the employee's office or employment, to the extent permitted by Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of this MOU or any agreement or activity associated with this MOU. Nothing herein shall be deemed to waive any immunity granted to either Party pursuant to Section 768.28, Florida Statutes.

11. Public Records: All Parties shall comply with the State of Florida Public Records Law, Section 119.07, Florida Statutes.

12. Headings: The headings and paragraph titles utilized throughout this MOU have been placed herein as a matter of convenience only, and the same shall not be construed in derogation of the language of the remaining provisions of this MOU.

13. Amendment: No amendment to this MOU, and no waiver of any of its terms and conditions, shall be effective unless made in writing and duly executed by both the County and the City.

14. No Partnership: Nothing in this MOU shall be deemed in any way to create between the Parties any relationship of partnership, joint venture or association, and the Parties disclaim the existence thereof.

15. Construction: This MOU shall not be construed more strictly against one Party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both the County and the City have contributed substantially and materially to the preparation of this MOU.

IN WITNESS WHEREOF, Miami-Dade County and the City of Miami have duly executed this MOU as of this day and year first above written.

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

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

By: _____
Deputy Clerk

By: _____
County Mayor

Approved by County Attorney
As to form and legal sufficiency:

By: _____
Assistant County Attorney

ATTEST:

By: 
Todd Hannon, City Clerk

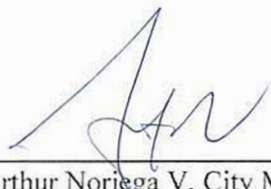
Date: 4/23/2021

Approved by City Attorney
As to form and legal sufficiency:

Barnaby L. Min 4/6/21
Victoria Mendez, City Attorney


Date: _____

CITY

By: 
Arthur Noriega V., City Manager

Date: 4/20/21

Approved as to insurance:


Ann-Marie Sharpe, Director-Risk Management

Date: _____