

Memorandum



Date: November 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Resolution Approving an Interlocal Agreement Between Miami-Dade County and the City of Miami Beach to Allow the City to Store Certain Vehicles During an Impending Hurricane at the Miami-Dade County Property, Carol City Yard, located at 3801 N.W. 181 Street, Miami Gardens, FL – Folio No. 34-2108-007-0020

Agenda Item No. 8(O)(2)

Executive Summary

This item seeks authorization from the Board of County Commissioners (“Board”) to enter into and execute an Interlocal Agreement (“Agreement”) between Miami-Dade County (“County”) and the City of Miami Beach (“City”) to allow the City, in the event of an impending hurricane, to store certain City vehicles, identified on Exhibit “A” attached to the Agreement, at the Miami-Dade Water and Sewer Department’s (“WASD’s”) Carol City Yard, located at 3801 N.W. 181 Street, Miami, Florida (“Property”). The Agreement, which has a ten (10) year term but can be terminated for convenience upon 30 days’ notice, allows the City to use the Property for this limited purpose between June 1 to November 30 (“Hurricane Season”) each year. Allowing the City to store its vehicles at the Property when a hurricane is imminent will enable City staff to readily access their vehicles in the aftermath of the hurricane in order to provide assistance to the public.

Under the terms of the Agreement, the City will bear all costs associated with securing its vehicles stored at the Property from theft or damage. A copy of the Agreement is attached hereto as Exhibit “1”.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the County to enter into an Agreement with the City to allow the City to store certain City vehicles at the Property during Hurricane Season if a hurricane is approaching South Florida.

Scope

The Property, located at 3801 N.W. 181 Street, Miami Gardens, Florida (Folio No. 34-2108-007-0020), is within Commission District 1, which is represented by Commissioner Oliver G. Gilbert, III. A copy of the Property Appraiser’s Summary Report for the Property is attached hereto Exhibit “2”.

Fiscal Impact/Funding Source

There is no fiscal impact associated with this Agreement. If the City chooses to store vehicles at the Property under the terms of the Agreement, the City will bear all costs associated with securing such vehicles from theft or damage.

Track Record/Monitoring

WASD Deputy Director of Operations Billie Jo McCarley will oversee this Agreement.

Delegation of Authority

Upon the Board’s approval of this item, the County Mayor or County Mayor’s designee will be authorized to execute the attached Agreement on behalf of the County and to exercise any and all provisions contained therein.

Background

For the 2021 and 2023 Hurricane Seasons, the City and the County entered into two separate short-term Access Agreements, on May 3, 2021, and July 19, 2023, respectively, that allowed the City to access the Property in order to store City vehicles in the event of an impending hurricane. The City would like to continue this arrangement for future Hurricane Seasons and, therefore, wishes to enter into an Interlocal Agreement that will grant the City the

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
Page 2

right to utilize the Property during Hurricane Season for the sole purpose of storing certain City vehicles in the event of an impending hurricane.

Through this Agreement, the City vehicles identified on Exhibit "A" will be allowed to park on the Property if a hurricane is imminent. The City will bear all costs for securing the vehicles within the Property from theft or damage during the term of the Agreement, and the County will not be responsible in any way for the safety and security of any City personnel at the Property or for the safety and security of any City vehicles parked at the Property. The City will have access to the Property only during Hurricane Season from June 1 to November 30 for each calendar year. The City will remove all vehicles from the Property by no later than November 30 of each calendar year. In the event, the City requires additional time to remove the vehicles, the City shall request an extension of time by providing a written request to WASD, at least ten (10) days before November 30.

The Agreement has a term of ten (10) years from the Effective Date of the Agreement; however, the Agreement can be terminated for convenience upon 30 days' notice to the other Party.

The City Commission approved the Agreement, via Resolution No. 2022-32290, on September 19, 2022. A copy of the City's Resolution is attached hereto as Exhibit "3".



Jimmy Morales
Chief Operations Officer

EXHIBIT 1

**INTERLOCAL ACCESS AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF MIAMI BEACH
FOR EMERGENCY VEHICLE STORAGE**

THIS INTERLOCAL ACCESS AGREEMENT (hereinafter, the "Agreement") is entered into this ____ day of _____, 2023 (hereinafter, the "Effective Date"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "COUNTY"), whose mailing address is 3071 S.W. 38th Avenue, Miami, Florida 33146, and the CITY OF MIAMI BEACH, a municipal corporation of the State of Florida, whose mailing address is 1700 Convention Center Drive, Miami Beach, FL 33139 (hereinafter, the "CITY," and collectively with the COUNTY, the "Parties").

RECITALS

WHEREAS, the COUNTY is the fee simple owner of certain property managed by the Miami-Dade Water and Sewer Department (hereinafter, "WASD") located at the Carol City Yard, 3801 N.W. 181 Street, Miami Gardens, Florida, 33055, identified by Folio No. 34-2108-007-0020 (hereinafter, the "Property"); and

WHEREAS, the CITY has requested, and the COUNTY has agreed, to allow the CITY access on a portion of the Property to park CITY vehicles in the event of an impending hurricane; and

WHEREAS, the CITY will bear all costs for securing its vehicles within the Property from theft or damage during the term of the Agreement; and

WHEREAS, the CITY will have the right to access the Property for the sole and limited purpose of storing CITY vehicles during an impending hurricane starting on June 1 of each calendar year and must remove all vehicles from the Property by no later than November 30 of each calendar year,

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the CITY and COUNTY agree to the following:

TERMS

1. INCORPORATION OF RECITALS

The foregoing Recitals are true and correct and are hereby incorporated herein by reference. If there is a conflict between any of the Recitals and the Terms of this Agreement, the Terms set forth below shall control.

2. GRANT OF ACCESS

The CITY will have the right of access to, and entry upon, the Property in order to allow the CITY to store on the Property the CITY vehicles identified on the attached Exhibit "A" during an impending hurricane, at no cost to the COUNTY. Aside from COUNTY-owned vehicles, only those vehicles identified on Exhibit "A" shall be allowed to utilize the Property for parking. The CITY will bear all costs for securing its vehicles within the Property from theft or damage during the term of the Agreement, and the COUNTY shall not be responsible in any way for the safety and security of any CITY personnel parking a vehicle at the Property or for the safety and security of any of the CITY vehicles parked at the Property.

The CITY will have the right to access the Property free of charge for the sole and limited purpose of storing CITY vehicles during an impending hurricane (during Hurricane season which begins June 1 and ends November 30 of each calendar year). The CITY must remove all vehicles from the Property by no later than November 30 of each calendar year. In the event the CITY fails to remove any vehicle from the Property by November 30, the COUNTY shall be entitled to remove the vehicles at the CITY's expense, and the CITY agrees to pay the COUNTY for all invoices related to such removal within ten (10) days of receipt of any such invoice.

3. DURATION

This Agreement shall remain in full force and effect for a period of ten (10) years from the Effective Date of this Agreement. This Agreement may be terminated by mutual consent of the Parties hereto or as otherwise provided herein. Upon the expiration or earlier termination of the Agreement, the CITY's right to access the Property shall be cancelled.

In the event, the CITY requires additional time, the CITY shall request an extension of time by providing written notification to WASD, at least thirty (30) days before the expiration of this Agreement, of its intent to extend this Agreement. This Agreement may be cancelled by either Party at any time and for any reason by one Party giving thirty (30) days' prior written notice to the other Party.

4. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement with or without cause at any time for convenience upon thirty (30) calendar days' prior written notice to the other Party.

5. INDEMNIFICATION/INSURANCE

The CITY shall indemnify, hold harmless and defend the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CITY or its employees, agents, servants, partners, principals, consultants, contractors or subcontractors. To this extent, the CITY shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs and judgments.

The CITY's obligation to indemnify the COUNTY shall be, as permitted by law and subject to all limitations of Section 768.28 of the Florida Statutes. The CITY is a Florida municipal corporation and self-insures for liability coverage. However, in compliance with and subject to limitations of Florida Statutes, Sections 768.28, provisions have been made by the CITY to process any liability claims that may arise under this Agreement.

6. DISPUTE RESOLUTION, APPLICABLE LAW

The COUNTY and the CITY shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act," Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade COUNTY, Florida. Each party will bear its own attorneys' fees and costs.

7. TITLE TO THE PROPERTY

The CITY acknowledges and agrees that this right of access and entry gives them no legal right, title, tenancy or interest whatsoever in the Property, and legal title in the Property remains exclusively with the COUNTY. The CITY shall not permit any liens or encumbrances to be placed on the Property.

8. SUCCESSOR IN INTEREST

All of the terms of this Agreement, including but not limited to, the representations, warranties and covenants of the Parties, shall be binding upon and shall inure to the benefit of the Parties and their respective successors, administrators and assigns.

9. ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior agreements or representations relating to its subject matter. This Agreement cannot be amended, modified, or altered, except by written agreement executed by all the Parties.

10. NO ASSIGNMENT

This Agreement shall not be assigned, transferred, or otherwise conveyed to any other Party in whole or in part, without prior written consent of both the COUNTY and the CITY.

11. SEVERABILITY

In the event any provision of this Agreement is determined by an 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 Agreement shall be construed to be in full force and effect.

12. NO PARTNERSHIP

Nothing in this Agreement 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.

13. NOTICES

Any notice required or permitted to be given under this Agreement, unless otherwise agreed to herein, shall be delivered by hand, by the United States Post Office, sent Certified Mail, Return Receipt Requested, postage pre-paid, or by a nationally recognized overnight delivery service (such as FedEx), with the requirement of signature confirmation upon delivery, and addressed as described below, and all such notices will be deemed effective or received only upon receipt or refusal of delivery.

Miami-Dade Water & Sewer Department
c/o Deputy Director of Operations
3071 S.W. 38th Avenue, 5th Floor
Miami, FL 33146
(786) 552-8507
BillieJo.McCarley@miamidade.gov

Miami-Dade Water & Sewer Department
c/o Chief Intergovernmental Affairs
3071 S.W. 38th Avenue, Room 152
Miami, FL 33146
(786) 552-8040
pattyd@miamidade.gov

City of Miami Beach – Public Works Operations
c/o Infrastructure Division Director
451 Dade Blvd
Miami Beach, FL 33139
305-673-7000 ext. 26243
LysDesir@miamibeachfl.gov

14. DAMAGE

Throughout the Term, the CITY shall be responsible for all damage or repairs of any kind to the Property required or cause by the CITY's use of any part thereof at its sole cost and expense.

15. RESTORATION

Upon termination of this Agreement, the CITY shall restore the Property to substantially the same physical condition that existed immediately before the CITY's use of the Property.

16. THIRD PARTIES

There are no express or implied third-party beneficiaries to this Agreement.

17. COMPLETE AGREEMENT

This Agreement represents the complete and integrated agreement of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements.

18. DEFAULT

If either Party fails to comply with any material term or condition of this Agreement, or fails to perform any of its obligations hereunder, then that Party shall be in breach of this Agreement and, if the breach is not cured by the defaulting Party within thirty (30) days of such defaulting party's receipt of written notice given in the manner prescribed above. Upon the occurrence of a default which is not cured during the cure period, the non-defaulting party shall have all remedies available to it by law.

(SIGNATURES ON THE NEXT PAGE)

IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement acknowledging their mutual agreement thereto and the obligations and requirements contained herein.

FOR THE COUNTY:

ATTEST:
Luis G. Montaldo,

MIAMI-DADE-COUNTY, a political subdivision of the State of Florida

Clerk Ad Interim

BY: _____
Daniella Levine Cava
Mayor

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.


NOTARY PUBLIC:
sign _____
print _____
State of Florida at Large (Seal)

My Commission Expires: _____

FOR THE CITY:

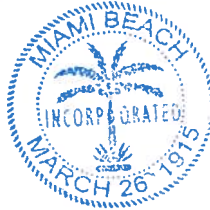
ATTEST:
Rafael E. Granado

CITY OF MIAMI BEACH, a municipal corporation of the State of Florida



City Clerk

MAY 22 2023



BY: 
Alina T. Hudak, City Manager

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of May, 2023 by Alina T. Hudak who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:
sign Naima de Pinedo
print _____
State of Florida at Large (Seal)

My Commission Expires: _____

Approved as to Form and Legal Sufficiency:




NAIMA DE PINEDO
Notary Public
State of Florida
Comm# HH284392
Expires 9/26/2026

Assistant County Attorney

MDC007

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION



City Attorney

4/19/23

Date

EXHIBIT "A"
CITY OF MIAMI BEACH VEHICLES

Vehicle Destination During Emergency Event	Department	Division	SECTION USED BY (DEPT USE ONLY)	Vehicle Description	CMB Vehicle ID #	Year	Make	Model	License Plate #
MIAMI-DADE COUNTY YARD	Public Works	0420 - Sewer	PUMP SHOP	F350	4777	2011	Ford	F350	XC5279
MIAMI-DADE COUNTY YARD	Public Works	0420 - Sewer	PUMP SHOP	F350	4777	2011	Ford	F350	XC5279
MIAMI-DADE COUNTY YARD	Public Works	0420 - Sewer	PUMP SHOP	CRANE TRUCK	4790	2012	Freightliner	M2	XC9177
MIAMI-DADE COUNTY YARD	Public Works	0410 - Water	SEWER	F650 (CREW CAB)	4670	2006	Ford	F650	230327
MIAMI-DADE COUNTY YARD	Public Works	0420 - Sewer	STORMWATER	DUMP TRUCK	4662	2005	Sterling	LT7500	231644
MIAMI-DADE COUNTY YARD	Public Works	0840 - Streets & Street Lighting	STREETS - STREET LIGHTING	F150	13412	2013	Ford	F150	XD1854
MIAMI-DADE COUNTY YARD	Public Works	0840 - Streets & Street Lighting	STREETS - STREET LIGHTING	DUMP TRUCK	14467	2015	Ford	F450	XD7659
MIAMI-DADE COUNTY YARD	Public Works	0840 - Streets & Street Lighting	STREETS - STREET LIGHTING	ASPHALT TRUCK	14478	2015	International	4300 SBA 4X2	XD7746
MIAMI-DADE COUNTY YARD	Public Works	0410 - Water	STREETS - STREET LIGHTING	ASPHALT TRUCK	16485	2017	International	4300 SBA 4X2	XE4079
MIAMI-DADE COUNTY YARD	Public Works	0840 - Streets & Street Lighting	STREETS - STREET LIGHTING	CEMENT TRUCK	16491	2017	International	4300 SBA 4X2	XE5582
MIAMI-DADE COUNTY YARD	Public Works	0840 - Streets & Street Lighting	STREETS - STREET LIGHTING	F150	4747	2010	Ford	F150	XB8128

EXHIBIT "A"
CITY OF MIAMI BEACH VEHICLES

MIAMI-DADE COUNTY YARD	Public Works	0840 – Streets & Street Lighting	STREETS - STREET LIGHTING	F150	4748	2010	Ford	F150	XB8129
MIAMI-DADE COUNTY YARD	Public Works	0410 - Water	WATER	DUMP TRUCK	4690	2007	Sterling	LT7500	XA2817
MIAMI-DADE COUNTY YARD	Public Works	0427 - Stormwater	WATER - METER SHOP	F150	13402	2013	Ford	F150	XD1796
MIAMI-DADE COUNTY YARD	Public Works	0410 - Water	WATER - METER SHOP	F150	15407	2016	Ford	F250	XD7837
MIAMI-DADE COUNTY YARD	Public Works	0420 - Sewer	WATER - METER SHOP	F150	16403	2016	Ford	F150	XE4000
MIAMI-DADE COUNTY YARD	Public Works	0410 - Water	WATER - METER SHOP	F150	4803	2012	Ford	F150	XD0414

MDC009



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 6/29/2023

Property Information	
Folio:	34-2108-007-0020
Property Address:	3750 NW 181 ST Miami Gardens, FL 33055-3416
Owner	MIAMI-DADE COUNTY WATER AND SEWER
Mailing Address	3071 SW 38 AVE MIAMI, FL 33146-1520
PA Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	6,244 Sq.Ft
Living Area	6,181 Sq.Ft
Adjusted Area	6,202 Sq.Ft
Lot Size	886,010.4 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2023	2022	2021
Land Value	\$3,326,404	\$3,326,404	\$3,326,404
Building Value	\$849,503	\$849,503	\$849,503
XF Value	\$0	\$0	\$0
Market Value	\$4,175,907	\$4,175,907	\$4,175,907
Assessed Value	\$4,175,907	\$4,175,907	\$4,175,907

Benefits Information				
Benefit	Type	2023	2022	2021
County	Exemption	\$4,175,907	\$4,175,907	\$4,175,907

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
8 52 41 20.34 AC M/L
CAROL CITY PB 57-20
TRACT 1-A LESS W355.27FT & LESS
BEG SW COR TR 1-B TH W155FT N150
FT E155FT S150FT TO POB

Taxable Value Information			
	2023	2022	2021
County			
Exemption Value	\$4,175,907	\$4,175,907	\$4,175,907
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$4,175,907	\$4,175,907	\$4,175,907
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$4,175,907	\$4,175,907	\$4,175,907
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$4,175,907	\$4,175,907	\$4,175,907
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

EXHIBIT 3

RESOLUTION NO. 2022-32290

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MIAMI-DADE COUNTY, FLORIDA (THE "COUNTY"), FOR THE CITY TO STORE CERTAIN CITY VEHICLES FREE OF CHARGE AT THE COUNTY PROPERTY LOCATED AT 3801 NW 181ST STREET, MIAMI GARDENS, FLORIDA, IN THE EVENT OF AN IMPENDING HURRICANE, SO THAT THE VEHICLES ARE READILY AVAILABLE TO CITY STAFF DURING THE AFTERMATH OF A HURRICANE; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE SUBSEQUENT SIMILAR ANNUAL AGREEMENTS WITH THE COUNTY FOR USE OF COUNTY PROPERTIES LOCATED OUTSIDE OF THE CITY'S JURISDICTIONAL LIMITS DURING HURRICANE SEASON, PROVIDED THAT THE COST, IF ANY, SHALL NOT EXCEED THE CITY MANAGER'S PURCHASING AUTHORITY UNDER THE CITY CODE.

WHEREAS, Miami-Dade County, a political subdivision of the State of Florida (the "County"), and the City of Miami Beach, a municipal corporation of the State of Florida (the "City"), wish to enter into an access agreement (the "Agreement") that would grant the City the right to access and enter a property owned by the Miami-Dade Water and Sewer Department ("WASD"), located at the Carol City Yard, 3801 N.W. 181 Street, Miami Gardens, Florida, 33055, identified by Folio No. 34-2108-007-0020 (the "Property"); and

WHEREAS, pursuant to this Agreement, the City will be permitted to park vehicles on the Property during an impending hurricane, so that the vehicles will be readily available for City staff to provide assistance during the aftermath of a hurricane; and

WHEREAS, the City will bear all costs for securing its vehicles while stored on the Property; and

WHEREAS, the City will remove all vehicles from the Property by no later than November 30, 2022; and

WHEREAS, in the event the City requires additional time, the City shall request an extension of time by providing written notification to WASD, at least ten (10) days before the expiration of the agreement; and

WHEREAS, the City Manager recommends approving the Agreement in the form attached to this Resolution; and further authorizing the City Manager to, execute subsequent similar annual agreements with County for use of County properties located outside of the City's jurisdictional limits during hurricane season; provided that the cost, if any, shall not exceed the City Manager's purchasing authority under the City Code.

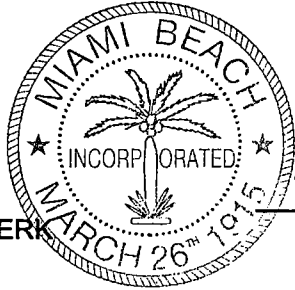
NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the City Manager to execute an agreement with Miami-Dade County, Florida (the "County"), for the City to store certain City vehicles free of charge at the County property located at 3801 NW 181st Street, Miami Gardens, Florida, in the

event of an impending hurricane, so that the vehicles are readily available to City staff during the aftermath of a hurricane; and further authorize the City Manager to execute subsequent similar annual agreements with the County for use of County properties located outside of the City's jurisdictional limits during hurricane season, provided that the cost, if any, shall not exceed the City Manager's purchasing authority under the City code.

PASSED and **ADOPTED** this 14 day of September, 2022

ATTEST:

RG 9/22/2022
RAFAEL E GRANADO, CITY CLERK



[Signature]
DAN GELBER, MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION
[Signature] 9/21/22
City Attorney [Signature] Date
for RMP

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Alina T. Hudak, City Manager
DATE: September 14, 2022

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MIAMI-DADE COUNTY, FLORIDA (THE "COUNTY"); SAID AGREEMENT AUTHORIZING THE CITY TO STORE CERTAIN CITY VEHICLES AT THE PROPERTY OWNED BY MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT, LOCATED AT 3801 NW 181ST STREET, MIAMI GARDENS, FLORIDA, FREE OF CHARGE, IN THE EVENT OF AN IMPENDING HURRICANE, AND SO THAT THE VEHICLES TO BE READILY AVAILABLE TO CITY STAFF, WHO NEED TO ENTER THE CITY TO PROVIDE ASSISTANCE DURING THE AFTERMATH OF A HURRICANE; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE SUBSEQUENT SIMILAR ANNUAL AGREEMENTS WITH THE COUNTY FOR USE OF COUNTY PROPERTIES LOCATED OUTSIDE OF THE CITY'S JURISDICTIONAL LIMITS DURING HURRICANE SEASON; PROVIDED THAT THE COST, IF ANY, SHALL NOT EXCEED THE CITY MANAGER'S PURCHASING AUTHORITY UNDER THE CITY CODE.

RECOMMENDATION

The City Manager recommends approving the Agreement in the form attached to the City Commission Memorandum accompanying this Resolution; and further authorizing the City Manager to, execute subsequent similar annual agreements with the County, for use of County properties located outside of the City's jurisdictional limits during hurricane season; provided that the cost, if any, shall not exceed the City Manager's purchasing authority under the City Code.

BACKGROUND/HISTORY

Miami-Dade County, a political subdivision of the State of Florida (the "County"), and the City of Miami Beach, a municipal corporation of the State of Florida (the "City"), wish to enter into an Agreement that would grant the City the right to access and enter a property owned by the Miami-Dade Water and Sewer Department ("WASD"), located at the Carol City Yard, 3801 N.W. 181 Street, Miami Gardens, Florida, 33055, identified by Folio No. 34-2108-007-0020 (the "Property").

Through this Agreement, City vehicles will be allowed to park on the Property during an impending hurricane, and be readily available for City staff to go back to, to provide assistance during the aftermath of a hurricane.

The City will bear all costs for securing its vehicles within the Property from theft or damage during the terms of the Agreement. The City will also have the right to access the Property for the sole and limited purpose of storing City vehicles during an impending hurricane, and remove all vehicles from the Property by no later than November 30, 2022.

In the event the City requires additional time, the City shall request an extension of time by providing written notification to WASD, at least ten (10) days before the expiration of the Agreement.

SUPPORTING SURVEY DATA

Results from the 2019 Resident Survey related to perception satisfaction of the City show that 79% of residents were very satisfied/satisfied and rated the City of Miami Beach as a place to live; and 70% were very satisfied/satisfied with the overall image of the City.

FINANCIAL INFORMATION

No fiscal impact

CONCLUSION

The City Manager recommends approving the Agreement in the form attached to the City Commission Memorandum accompanying this Resolution; and further authorizing the City Manager to, execute subsequent similar annual agreements with the County for use of County properties located outside of the City's jurisdictional limits during hurricane season; provided that the cost, if any, shall not exceed the City Manager's purchasing authority under the City Code.

Applicable Area

Not Applicable

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

Yes

Does this item utilize G.O. Bond Funds?

No

Strategic Connection

Neighborhoods - Provide quick and exceptional fire and emergency response.

Legislative Tracking

Public Works

ATTACHMENTS:

Description

- Draft Reso



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: November 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(2)

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. 8(O)(2)
11-7-23

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH FOR A 10-YEAR TERM TO ALLOW THE CITY TO PARK CITY VEHICLES BETWEEN JUNE 1 AND NOVEMBER 30 AT THE MIAMI-DADE WATER AND SEWER DEPARTMENT'S CAROL CITY YARD LOCATED AT 3801 N.W. 181 STREET, MIAMI GARDENS, FLORIDA, IN THE EVENT OF AN IMPENDING HURRICANE, AT NO COST TO THE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENT AND 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 this Board hereby approves an Interlocal Agreement between Miami-Dade County and the City of Miami Beach (the "City"), in substantially the form attached to the accompanying background memorandum as Exhibit "1," which will allow the City, in the event of an impending hurricane, to park certain vehicles at the Miami-Dade Water and Sewer Department's Carol City Yard located at 3801 N.W. 181 Street, Miami Gardens, Florida (Folio No. 34-2108-007-0020), between June 1 and November 30 for a ten year term at no cost to the County. The Board also authorizes the County Mayor or the County Mayor's designee to execute the Agreement for and on behalf of Miami-Dade County, Florida and to exercise any and all 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:

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of November, 2023. 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: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis