

**Date:** September 6, 2023

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

Agenda Item No. 8(O)(3)

**From:** Daniella Levine Cava  
Mayor



Resolution No. R-767-23

**Subject:** Interlocal Agreement between Miami-Dade County and the City of Miramar for the Provision of an Emergency Water Interconnection

### **EXECUTIVE SUMMARY**

This item seeks authorization from the Board of County Commissioners (the “Board”) to enter into and execute an Interlocal Agreement (the “Agreement”) between the City of Miramar (the “City”) and Miami-Dade County (the “County”) to allow for the interconnection of the City’s and the Miami-Dade Water and Sewer Department’s (“WASD’s”) water systems to provide an emergency source of water to either utility in the event of an unforeseen event that affects either utility’s water supply.

The Agreement is the final phase of addressing a vulnerability that was identified in 2009 Contingency Plan by WASD for the Hialeah/Preston service area. The emergency connection facilities have been constructed, and the Agreement would establish the mechanism by which either utility would be allowed to access the alternative source of water in an emergency, for a period not exceed 72 hours without the approval of both Parties’ Directors.

### **RECOMMENDATION**

It is recommended that the Board approve the attached resolution authorizing the execution of the Agreement to allow for interconnection of the City’s and County’s water systems in order to provide an emergency source of water to either utility. A copy of the Agreement is attached hereto as Exhibit 1.

### **SCOPE**

The emergency interconnection is located at the southeast corner of N.W. 202 Street and N.W. 67 Avenue in Commission District 1, which is represented by Commissioner Oliver G. Gilbert, III.

### **FISCAL IMPACT/FUNDING SOURCE**

The fiscal impact for the total project cost was \$181,553. The funding was allocated from the Miami-Dade Water and Sewer Department’s (WASD) Renewal and Replacement Fund. The City will reimburse the County for its pro-rata share of the project cost, which is \$41,000.

### **TRACK RECORD/MONITOR**

WASD’s Assistant Director, Francisco Martinez, P.E., will oversee the Agreement with the City.

### **DELEGATION OF AUTHORITY**

This item authorizes the County Mayor or County Mayor’s designee to execute the Agreement and exercise any and all provisions contained herein.

### **BACKGROUND**

In 2009, the WASD Northwest Wellfield 96-inch Raw Water Main Contingency Plan (the “Plan”) outlined the course of action for WASD in the event of a failure of the 96-inch raw water main along N.W. 74 Street between the Northwest Wellfield located west of the Florida Turnpike and the Hialeah/Preston Water Treatment Plants located east of Okeechobee Road in Hialeah. The Plan stated that, if the 96-inch raw water main were to fail, the

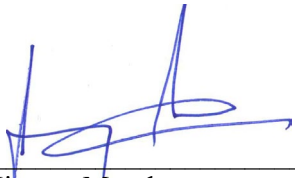
raw water supply to the Hialeah/Preston service area would be severely hindered, which would result in public safety and health concerns for over one million residents in the northern County area and the City's service areas.

As a precaution, an emergency interconnection facility between the County and the City was constructed that allows potable water to be provided by the County to the City or by the City to the County in the event of an emergency. These facilities have already been constructed by WASD staff.

The emergency interconnection facilities are located just south of the County/City boundary line, at the southeast corner of N.W. 202 Street and N.W. 67 Avenue and are connected to the City's existing distribution pipeline as shown on "Exhibit A" of the Agreement. Water provided by one Party to the other shall not exceed 72 hours without the approval of both Parties' Directors. The Agreement provides for the County and the City to charge each other wholesale water rates for any water usage through the interconnection.

The facilities within the County are owned and will be maintained by the County, and, after receipt of the City's reimbursement of its pro-rata share of the construction costs, the facilities within the City will be conveyed to the City along with one flow meter through a Bill of Sale, which the City will operate and maintain. A copy of the proposed Bill of Sale to be used is attached to the Agreement as Exhibit C.

The City Council approved the Agreement on March 15, 2023, per Resolution No. 7828, which is attached hereto as Exhibit 2.

  
\_\_\_\_\_  
Jimmy Morales  
Chief Operations Officer

**INTERLOCAL AGREEMENT BETWEEN  
MIAMI-DADE COUNTY  
AND  
CITY OF MIRAMAR  
FOR  
EMERGENCY WATER INTERCONNECTION**

**THIS INTERLOCAL AGREEMENT** (hereinafter, the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_, 2023 (hereinafter, “Effective Date”), by and between MIAMI-DADE COUNTY, Florida, a political subdivision of the State of Florida, (hereinafter, the “COUNTY”) and the CITY OF MIRAMAR, a municipality within Broward County (hereinafter, the “CITY”, and collectively with the COUNTY, the “Parties”).

**WHEREAS**, the COUNTY, through its Miami-Dade Water and Sewer Department (“WASD”), operates and maintains the Miami-Dade County water and sanitary wastewater systems; and

**WHEREAS**, in order to avoid an unforeseen event that would diminish either Party’s ability to supply enough water to their respective customers, the Parties have agreed to install an emergency interconnection to the other’s utility systems to be used only in the event of a system failure; and

**WHEREAS**, the COUNTY and the CITY each have existing facilities capable of furnishing a limited potable water supply to the other during an emergency; and

**WHEREAS**, the CITY and the COUNTY agree to provide an emergency potable water interconnection to their respective water supply systems for periods of emergencies; and

**WHEREAS**, an emergency is defined as a system failure of either Party’s respective water supply systems; and

**WHEREAS**, the ability to receive and supply such emergency service is encouraged by the South Florida Water Management District, one of the permitting agencies for public water utilities; and

**WHEREAS**, in September 2010, WASD completed construction of a 12-inch water main at the southeast corner of N.W. 202 Street and N.W. 67 Avenue, as shown on Exhibit “A”, between the WASD

distribution system and the distribution system of the CITY to serve as an emergency interconnection (hereinafter, the "Emergency Interconnection") during times of emergency; and

**WHEREAS**, this Agreement is authorized pursuant to Section 163.01, Florida Statutes,

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations set forth, the Parties agree as follows:

1. Water supplied pursuant to this Agreement shall be delivered to and received from the Emergency Interconnection. Said Emergency Interconnection includes the connection to the CITY'S existing distribution pipeline approximately twenty-six (26) feet north of the interconnection and connection to the COUNTY'S existing distribution pipeline approximately eighty-eight (88) feet south of the interconnection.
2. The total cost for the Emergency Interconnection, including design, construction, engineering services, overhead, contingencies and one meter for each Party (collectively, "Project Cost"), is estimated at \$181,553.00.
  - a. The CITY will reimburse the COUNTY for its pro-rated share of the total Project Cost, which is \$41,000. The COUNTY's pro-rated share of the total Project Cost is \$140,553.00.
  - b. The prorated share of the Project Cost for each Party is related to the construction of the Emergency Interconnection based on each Party's distance from the other Party's existing water system to the boundary between the COUNTY and the CITY, as shown on Exhibit "B".
3. The COUNTY will submit an invoice to the CITY for the CITY's pro-rated share of the Project Cost, which must be paid in full within thirty (30) days from receipt of the COUNTY's invoice.
4. Except for the one flow meter that will be owned by the CITY, the COUNTY will own all of the components of the Emergency Interconnection within the COUNTY's limits, and the CITY will own all of the components of the Emergency Interconnection located within the CITY limits. The flow meter located within the COUNTY's limits shall be conveyed to the CITY by a Bill of Sale, as show on Exhibit "C".

5. Both Parties will be provided with individual keyed access to the meter vault. Each Party shall have the sole access and locking device for its gate valve/value key on the valve that, when opened, provides water to the other Party. Each Party shall be responsible for operating, maintaining, repairing and replacing, as needed, all structural aspects of the vault, including hatch covers, concrete facilities, and the contents of the vault, under their ownership as well as all piping, fittings and meters under its ownership.
6. Additional points of the Emergency Interconnection may be established at such times and places as shall be mutually agreed by the Director of WASD and the CITY's Utility Director. The CITY shall bear the entire cost and expense of establishing each such additional point of interconnection, obtaining such easements as may be needed, and furnishing all necessary labor and materials required to connect with the COUNTY's main, all in accordance with plans and specifications that are subject to approval by the COUNTY. The operation and maintenance of all facilities of the CITY side shall be the responsibility of the CITY.
7. Water provided by one Party to the other under the provisions of this Agreement shall only be that water needed to provide temporary assistance in the event one Party has an emergency need for water beyond that available in its own system. Approval to open the water valve during an emergency is subject to the following conditions:
  - A. Each Director or the Director's designee, as listed in Section 16 below, shall be the liaison to whom all requests for water shall be sent and who shall have the authority to approve or disapprove said requests. In the event an emergency exists for the CITY, the CITY shall notify the COUNTY'S 24-Hour Emergency County Call Center at (786) 552-8901. In the event an emergency exists for the COUNTY, the COUNTY shall notify the CITY'S 24-Hour Emergency Call Center at (954) 602-4357.
  - B. Neither Party hereby accepts any obligation to supply or to accept any specific quantity of water under any specific circumstances.

- C. The Party supplying water may establish and enforce, by the unilateral control of valves under its authority, limits as to: times of the day and days of the week during which delivery will or will not be made and the total volume of water to be delivered over one or more designated periods. Neither Party shall be responsible for any adverse effects that its adjustments in valve settings, flows, and pressures might produce in the other's water system nor other parties receiving water through said system. Conditions to supply water will be established during the emergency by the supplying Party. Each Party, through its Director or the Director's designee, as listed in Section 16 below, shall notify the other upon establishing such limits.
  - D. The receiving Party agrees to exercise prompt and diligent efforts to eliminate its need to obtain a temporary supply of water from the other Party. To this end, both Parties agree that such temporary supply may not exceed 72 hours at any one time; however, the Directors for the COUNTY and the CITY may mutually agree to extend said term, if necessary, to protect the public health, safety, and welfare.
8. It is mutually agreed that whenever water is supplied under the terms of this Agreement, the receiving Party shall pay the supplying Party for all water received in accordance with the following:
- A. Payment shall be based on metered consumption. The meter shall be read by the Party supplying the water at the time the valves are opened. The Party supplying the water shall also be responsible for taking the final reading of the meter upon notification that the emergency use has terminated. If the personnel of the supplying Party is not available to take a reading, the receiving Party may take the initial reading and provide it to the supplying Party.
  - B. Each Party is required to obtain, at its own expense, annual checks of the accuracy of the meter it uses to supply water to the other Party. Each Party shall provide the results of the accuracy tests to the other's Director no later than thirty (30) days after the meter is

checked. If either Party desires to be present for such meter checks, it shall be the responsibility of that Party to contact the other Party to make arrangements to be present. If a Party receiving water under the terms of this Agreement believes that a bill might have been based upon a reading from an inaccurate meter, it may request that the supplying Party obtain an additional check of the meter's accuracy. If the meter's accuracy is found to be in error exceeding two percent (2%), the meter shall be recalibrated to the satisfaction of both Parties. Where the meter is found to be inaccurate by more than two percent (2%), the cost for the meter accuracy check shall be the responsibility of the Party which owns the meter. Should the meter accuracy check reveal accuracy within two percent (2%), then the cost of meter accuracy test shall be borne entirely by the requesting Party.

C. If either an annual check or an additional check of accuracy reveals an error beyond the two percent (2%) true accuracy, it shall be assumed that the inaccuracy was in existence for the entire time interval between meter accuracy tests. Any billings that occurred during that period shall be adjusted to reflect the quantity of the over-read or under-read that exceeded the two percent (2%). The billing adjustment shall be made at the same rate in effect during the period of meter inaccuracy.

D. Each Party agrees that the rates, fees, and charges to be billed to the other Party shall be the rates in effect at the time of the service delivery and will be the same rates charged to their wholesale water customers. It is understood that the said rates may from time to time be revised by either Party's Governing Board. Neither Party shall be required to pay any charges associated with capacity availability, sometimes referred to as connection charges or impact fees.

8. To the extent authorized by Florida law, the CITY hereby agrees to indemnify, defend, save and hold harmless the COUNTY to the extent of all limitations included in Section 768.28, Florida Statutes, from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, because of or due to the breach of the Agreement by the CITY, its agents or



employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the COUNTY for its sole negligence or breach of contract.

9. To the extent authorized by Florida law, the COUNTY hereby agrees to indemnify, defend, save and hold harmless the CITY to the extent of all limitations included in Section 768.28, Florida Statutes, from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, because of or due to the breach of the Agreement by the COUNTY, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the CITY for its sole negligence or breach of contract.
10. This Agreement shall remain in full force and effect for thirty (30) years from the Effective Date of this Agreement, provided, however, that this Agreement may be terminated upon sixty (60) days written notice by either Party to the other at the terminating Party's sole discretion. The CITY agrees that it will notify the COUNTY in writing not later than six (6) months prior to the expiration of the Agreement if it intends to request negotiations of an additional Agreement term.
11. 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, as amended. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any court proceeding shall be in Miami-Dade County, Florida.
12. If any condition or any provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other condition or provision herein contained.
13. This Agreement contains the entire agreement between the COUNTY and the CITY with respect to the subject matter and replaces and supersedes all prior agreements or understandings, oral or written, with respect to such subject matter, and such contracts or understandings are now void and no longer in effect.



14. Any amendment, modification or supplement to this Agreement must be in writing and executed by both the CITY and COUNTY and approved by its Governing Board.
15. No waiver of any breach of this Agreement is held to be a waiver of any other or subsequent breach.
16. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, electronic mail or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the Party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Section. For the present, the Parties designate the following:

FOR MIAMI-DADE:

DIRECTOR  
MIAMI-DADE WATER AND SEWER DEPARTMENT  
3071 S.W. 38 AVENUE  
MIAMI, FL 33146-1520  
Roy.Coley@miamidade.gov

FOR THE CITY:

DIRECTOR  
UTILITIES DEPARTMENT  
CITY OF MIRAMAR  
13900 PEMBROKE ROAD  
MIRAMAR, FL 33025  
PublicWorksSupervisory@miramarfl.gov

17. Subsequent to the execution of this Agreement, and prior to any action being taken in furtherance thereof, a copy of same shall be filed with the respective Circuit Court Clerks for Miami-Dade and Broward Counties, as required by Section 163.01 (11), Florida Statutes.

(SIGNATURES ON THE NEXT PAGE)

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

**ATTEST:**

Juan Fernandez-Barquin,  
Clerk of the Court and Comptroller

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

**BY:**

Daniella Levine Cava  
Mayor

\_\_\_\_\_  
Deputy Clerk

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

**ATTEST:**

Denise A. Gibbs

Denise A. Gibbs  
City Clerk

**CITY OF MIRAMAR**, a municipal  
corporation of the State of Florida

**BY:**

Dr. Roy L. Virgin  
City Manager

Approved as to Form and  
Legal Sufficiency:

Austin Ramirez  
City Attorney

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of March, 2023 by Dr. Roy L. Virgin who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

sign Alexandra Alexis St. Claire

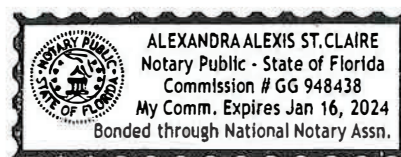
print St. Claire, Alexandra Alexis

State of Florida at Large (Seal)

My Commission Expires: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency:

\_\_\_\_\_  
Assistant County Attorney







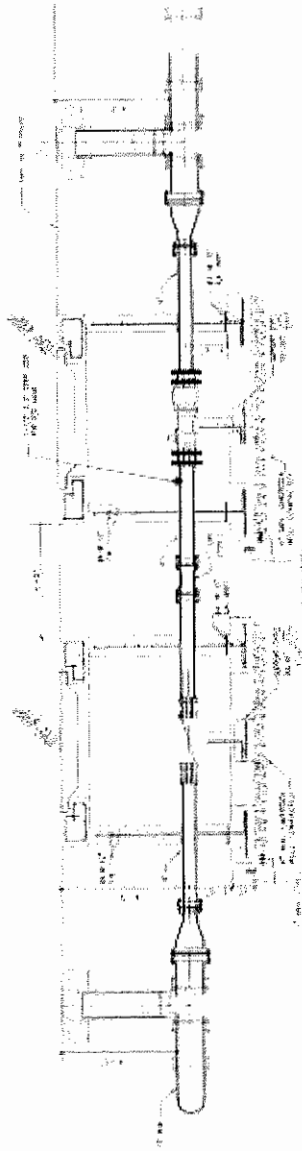
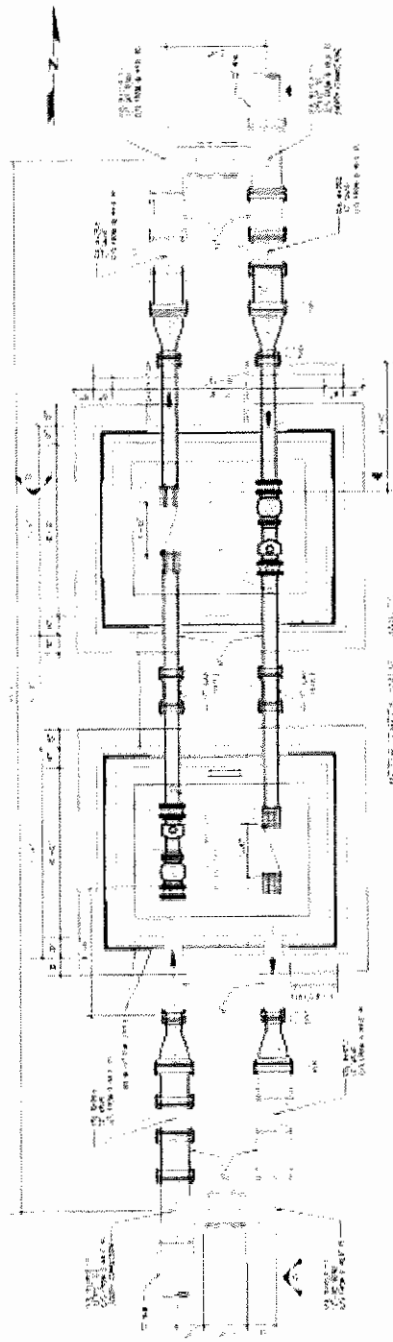
WATER  
AND  
SEWER  
DEPARTMENT  
ENGINEERING DIVISION

CITY OF MIAMI-WASD  
AS BUILT OF  
EMERGENCY INTERCONNECTION  
ER-W-16083  
12" WATER MAIN  
METERING STATION AS BUILT

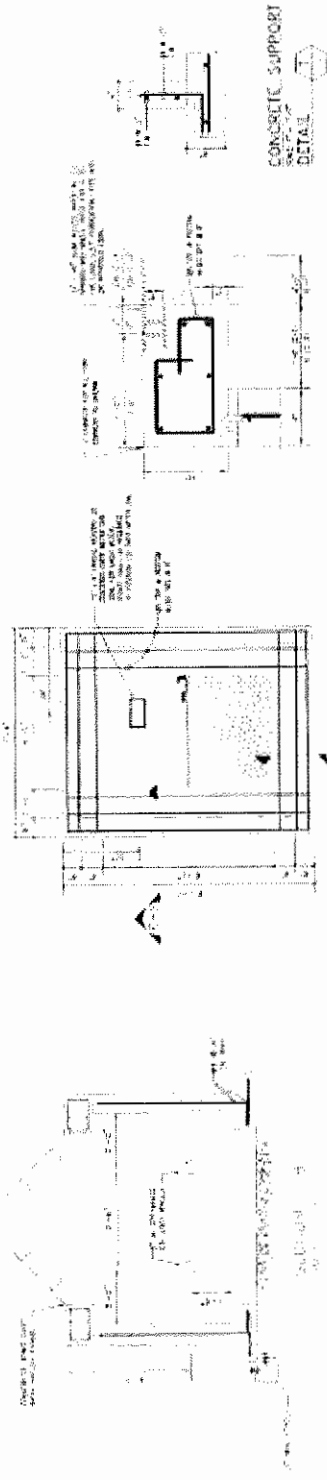
NOTES

1. REFER TO SPECIFICATIONS FOR MATERIALS, METHODS OF CONSTRUCTION, AND TESTING.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE M.I.E. STANDARDS.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE M.I.E. STANDARDS.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE M.I.E. STANDARDS.
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10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE M.I.E. STANDARDS.

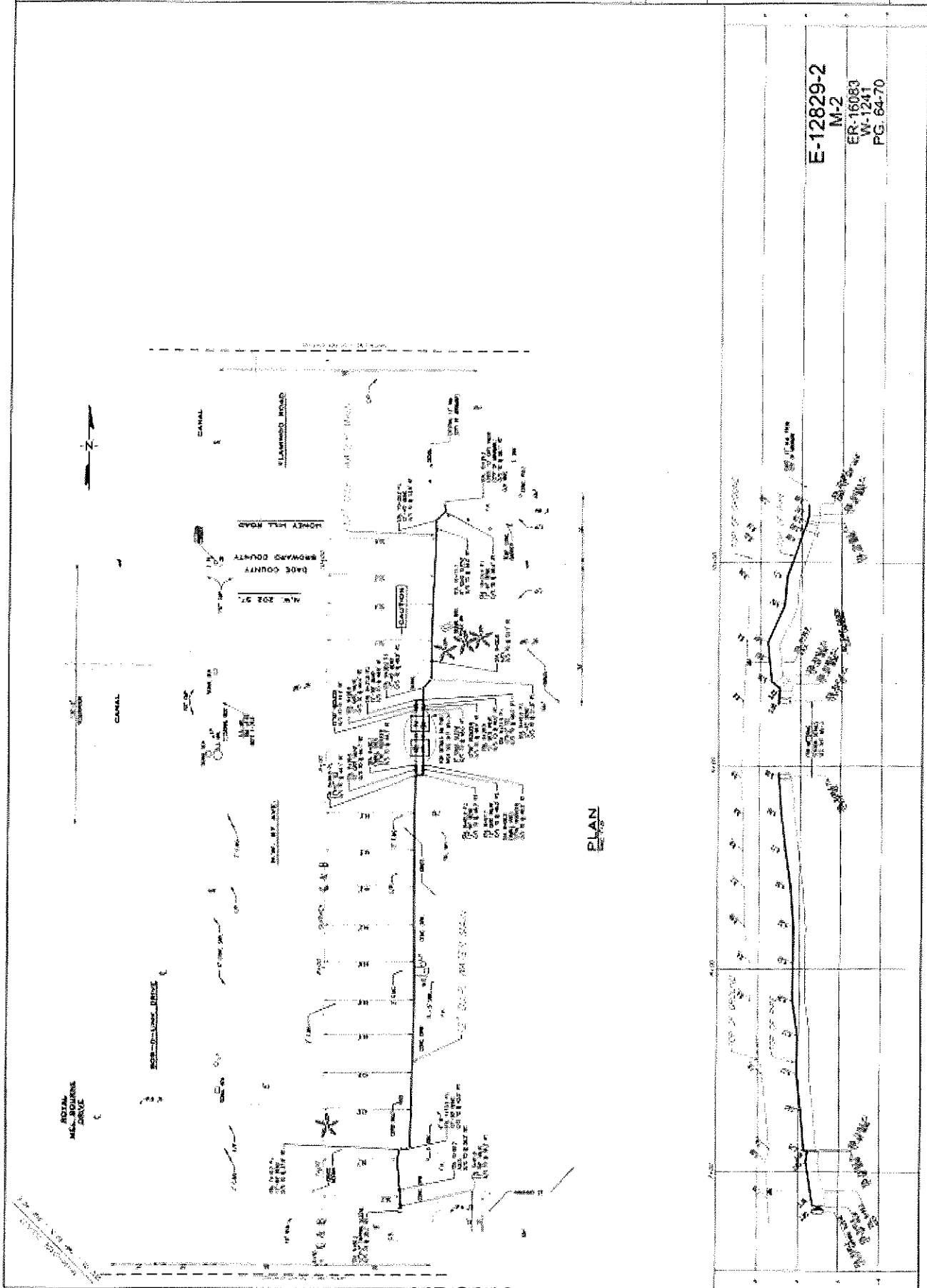
| NO. | DESCRIPTION    | QTY    |
|-----|----------------|--------|
| 1   | 12" WATER MAIN | 100.00 |
| 2   | 12" WATER MAIN | 100.00 |
| 3   | 12" WATER MAIN | 100.00 |
| 4   | 12" WATER MAIN | 100.00 |
| 5   | 12" WATER MAIN | 100.00 |
| 6   | 12" WATER MAIN | 100.00 |
| 7   | 12" WATER MAIN | 100.00 |
| 8   | 12" WATER MAIN | 100.00 |
| 9   | 12" WATER MAIN | 100.00 |
| 10  | 12" WATER MAIN | 100.00 |



E-12829-3  
M-2  
ER-16083  
W-1241  
PG. 64-70



CONCRETE SUPPORT  
DETAIL



# EXHIBIT B

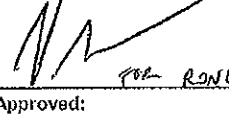
## PROJECT BUDGET SUMMARY SHEET

**Project:** INTERSECTION OF NW 67 AVE. AND NW 202 ST. - DESIGN EMERGENCY INTERCONNECTION BETWEEN MDWASD DISTRIBUTION SYSTEM AND THE DISTRIBUTION SYSTEM OF THE CITY OF MIRAMAR  
**Location:** INTERSECTION OF NW 67 AVE. AND NW 202 ST.  
**Contract No.:** NA **Prepared by:** H. SANCHEZ/CRH  
**ER No.:** W016083 **Last Rev. Date:** 10/8/2010  
**Control No.:** SBW-060072 **PCTS Project No.:** 00762  
**Scope:**

| <b>DIRECT COSTS</b>                                             |                                            |                      |                  |
|-----------------------------------------------------------------|--------------------------------------------|----------------------|------------------|
| 1.) PROJECT PLANNING (SCOPING)                                  |                                            |                      |                  |
|                                                                 | <u>MDWASD</u>                              | <u>CONSULTANT(S)</u> |                  |
|                                                                 | \$0                                        | \$0                  | \$0              |
| 2.) LAND ACQUISITION                                            |                                            |                      |                  |
|                                                                 |                                            |                      | \$0              |
| 3.) DEVELOPMENT                                                 |                                            |                      |                  |
|                                                                 | <u>MDWASD</u>                              | <u>CONSULTANT(S)</u> |                  |
| CONTRACT DOCUMENTS                                              | \$51,326                                   | \$0                  | \$51,326         |
| PERMITTING (INCL. FEES)                                         | \$0                                        | \$0                  | \$0              |
| PROCUREMENT                                                     | \$0                                        | \$0                  | \$0              |
|                                                                 | SUBTOTAL                                   | \$51,326             |                  |
| 4.) CONSTRUCTION                                                |                                            |                      |                  |
| CONTRACTOR                                                      |                                            |                      |                  |
|                                                                 | BID AMOUNT (NOT INCLUDING ALLOWANCE ACCT.) |                      | \$0              |
|                                                                 | ALLOWANCE ACCOUNT- 10%                     |                      | \$0              |
|                                                                 | PERMIT INSPECTION FEES 3%                  |                      | \$0              |
|                                                                 | SUBTOTAL                                   | \$0                  |                  |
| MDWASD "IN-HOUSE" STAFF                                         |                                            |                      |                  |
|                                                                 | MATERIALS (INCLUDING ADD'L. 9.4%)          |                      | \$30,098         |
|                                                                 | LABOR                                      |                      | \$48,441         |
|                                                                 | EQUIPMENT                                  |                      | \$17,588         |
|                                                                 | <u>MDWASD</u>                              | <u>CONSULTANT(S)</u> |                  |
| CONST. MANAGEMENT DIV.                                          | \$6,975                                    | \$0                  | \$6,975          |
| ADDITIONAL CONSTRUCTION SERVICE                                 | \$0                                        | \$0                  | \$0              |
| RECORD SYSTEMS-BUILT SERVICES                                   | \$0                                        | \$0                  | \$0              |
| 5.) OTHER (SPECIFY)                                             |                                            |                      |                  |
|                                                                 |                                            |                      | \$5,966          |
| <b>SUB-TOTAL DIRECT COSTS -</b>                                 |                                            |                      | <b>\$160,394</b> |
| <b>INDIRECT COSTS</b>                                           |                                            |                      |                  |
| 6.) ENVIRONMENTAL REVIEW                                        |                                            |                      |                  |
| 7.) RETIREMENT COSTS                                            |                                            |                      |                  |
| 8.) LEGAL COSTS (~ 0.5% OF DIRECT COSTS)                        |                                            |                      |                  |
| 9.) OVERALL PROJECT CONTINGENCY (~ 15% OF DIRECT COSTS)         |                                            |                      |                  |
| 10.) ART IN PUBLIC PLACES                                       |                                            |                      |                  |
| 11.) COUNTY BUSINESS ROAD IMPACT FEE                            |                                            |                      |                  |
| <b>SUB-TOTAL INDIRECT COSTS -</b>                               |                                            |                      | <b>\$0</b>       |
| 12.) DBD FEE/CWTF                                               |                                            |                      |                  |
| 13.) DEPARTMENT OVERHEAD (~10.6% OF DIRECT PLUS INDIRECT COSTS) |                                            |                      |                  |
| SUBTOTAL                                                        |                                            |                      | \$21,159         |
| <b>TOTAL PROJECT BUDGET ESTIMATE</b>                            |                                            |                      | <b>\$181,553</b> |

  
 Approved: \_\_\_\_\_  
 Project Manager

10/8/10  
 Date

  
 Approved: \_\_\_\_\_  
 Section Head

10/8/10  
 Date

**Exhibit C**

***ABSOLUTE BILL OF SALE***

KNOW ALL MEN BY THESE PRESENTS, that the City of Miramar, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid and delivered by Miami-Dade County, a political subdivision of the State of Florida, hereinafter called GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the GRANTEE, its successors and assigns, that portion of the GRANTOR's water facilities installed to provide an additional point of connection located at \_\_\_\_\_ Street/Avenue in Miami-Dade County.

The GRANTOR hereby assigns and transfers to the GRANTEE all of its rights, title and interest to the following:

- a. Any and all rights, licenses and permits from the Department of the Army Corps of Engineers, State of Florida Department of Environmental Protection or Miami-Dade County Regulatory and Economic Resources Department issued to the CITY in connection with the construction of the water facilities.
- b. Any and all other rights, interest, easements, licenses and permits issued or granted by any other governmental authority, person, firm or corporation in connection with the water facilities conveyed to the GRANTEE hereunder.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assigns forever. GRANTOR does covenant to and with the GRANTEE, its successors and assigns, that GRANTOR is the lawful owner of the above described; that said property is free from all encumbrances; that GRANTOR has good right to sell the same aforesaid; that GRANTOR will warrant and defend the sale of the said property unto the GRANTEE, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

CITY OF MIRAMAR

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager



EXHIBIT 2

Temp. Reso. No. 7828  
2/7/23  
2/28/23

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. 23-68**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIRAMAR FOR AN EMERGENCY WATER INTERCONNECTION TO RECEIVE AND PROVIDE POTABLE WATER DURING EMERGENCIES; AUTHORIZING THE PRO-RATED SHARE COST FOR THE COMPLETED CONSTRUCTION OF A TWELVE-INCH (12-INCH) WATER MAIN AT THE SOUTHEAST CORNER OF N.W. 202 STREET AND N.W. 67 AVENUE IN A NOT-TO-EXCEED AMOUNT OF \$41,000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miramar Utilities Department is responsible for the operation and maintenance of the water treatment facilities; and

**WHEREAS**, Miami-Dade County (the "County"), through its Miami-Dade Water and Sewer Department ("WASD") operates and maintains the Miami-Dade County water and sanitary wastewater systems; and

**WHEREAS**, in order to avoid an unforeseen event that would diminish either the Party's ability to supply enough water to their respective customers, the parties have agreed to install an emergency interconnection to the other's utility systems to be used only in the event of a system failure; and

**WHEREAS**, the County and the City of Miramar (the "City") each have existing facilities capable of furnishing a limited potable water supply to the other during an emergency; and

Reso. No. 23-68

Temp. Reso. No. 7828  
2/7/23  
2/28/23

**WHEREAS**, the City and the County agree to provide an emergency potable water interconnection to their respective water supply systems for periods of emergencies; and

**WHEREAS**, an emergency is defined as a system failure of either Party's respective water supply systems; and

**WHEREAS**, the ability to receive and supply such emergency service is encouraged by the South Florida Water Management District, one of the permitting agencies for public water utilities; and

**WHEREAS**, in September 2010, WASD completed construction of a 12-inch water main at the southeast corner of N.W. 202 Street and N.W. 67 Avenue, as shown on the project drawings between the WASD distribution system and the distribution system of the CITY to serve as an emergency interconnection during times of emergency; and

**WHEREAS**, the pro-rated shares of the project cost for each Party are related to the construction of the Emergency Interconnection based on each Party's distance from the other Party's existing system to the boundary between the City and the County as shown in the project budget summary; and

**WHEREAS**, except for the one flow meter that will be owned by the City, the County will own all of the components of the Emergency Interconnection within the County's limits, and the City will own all of the components of the Emergency Interconnection located within the City limits; and

Temp. Reso. No. 7828  
2/7/23  
2/28/23

**WHEREAS**, the flow meter located within the County's limits shall be conveyed to the City by a Bill of Sale; and

**WHEREAS**, this agreement is authorized pursuant to Section 163.01, Florida Statutes; and

**WHEREAS**, City Commission approval is required to execute the interlocal agreement; and

**WHEREAS**, The City Manager recommends approval of an interlocal agreement between Miami-Dade County and the City of Miramar for emergency water interconnection, attached as Exhibit "A", to receive and provide potable water during emergencies; authorizing the pro-rated share cost for the completed construction of a twelve-inch (12-inch) water main at the southeast corner of N.W. 202 Street and N.W. 67 Avenue in a not-to-exceed amount of \$41,000.

Temp. Reso. No. 7828  
2/7/23  
2/28/23

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** That the City Manager is authorized to execute an interlocal agreement between Miami-Dade County and the City of Miramar for emergency water interconnection to receive and provide potable water during emergencies; authorizing the pro-rated share cost for the completed construction of a twelve-inch (12-inch) water main at the southeast corner of N.W. 202 Street and N.W. 67 Avenue in a not-to-exceed amount of \$41,000.

**Section3:** That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

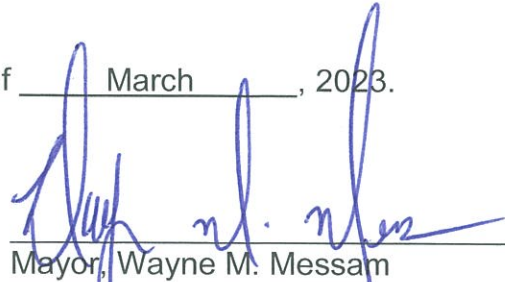
**Section4:** That this Resolution shall become effective upon adoption.

Temp. Reso. No. 7828

2/7/23

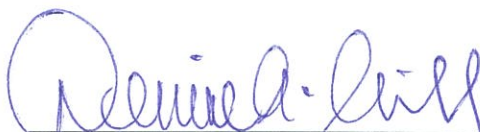
2/28/23

**PASSED AND ADOPTED** this 15 day of March, 2023.

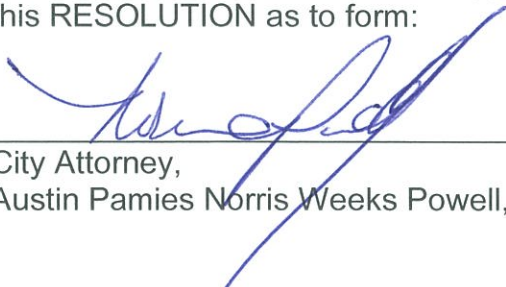
  
\_\_\_\_\_  
Mayor, Wayne M. Messam

  
\_\_\_\_\_  
Vice Mayor, Yvette Colbourne

ATTEST:

  
\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

  
\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

**Requested by Administration**

Commissioner Winston F. Barnes  
Commissioner Maxwell B. Chambers  
Vice Mayor Yvette Colbourne  
Commissioner Alexandra P. Davis  
Mayor Wayne M. Messam

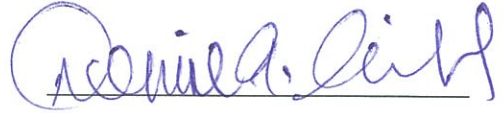
**Voted**

Yes  
Yes  
Yes  
Yes  
Yes

**Certificate of Filing for a Resolution**

CERTIFICATE OF FILING

I, Denise A. Gibbs, as City Clerk of the City of Miramar, a Florida Municipal Corporation, hereby certify that this fully executed Resolution No. 23-68 was filed in the records of the City Clerk this 15<sup>th</sup> day of March, 2023.

A handwritten signature in blue ink, appearing to read "Denise A. Gibbs", is written over a horizontal line.

Print Name: Denise A. Gibbs

Print Title: City Clerk



## MEMORANDUM

(Revised)

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

**DATE:** September 6, 2023

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(O)(3)

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)(3)  
9-6-23

RESOLUTION NO. R-767-23

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIRAMAR FOR THE PROVISION OF AN EMERGENCY WATER INTERCONNECTION LOCATED AT THE SOUTHEAST CORNER OF N.W. 202 STREET AND N.W. 67 AVENUE AND PROVIDING FOR THE CITY TO REIMBURSE THE COUNTY FOR RELATED CONSTRUCTION COSTS IN THE AMOUNT OF \$41,000.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ANY AND ALL PROVISIONS CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

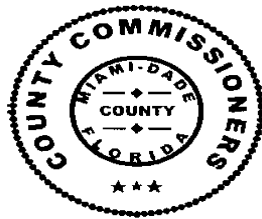
**NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby approves an Interlocal Agreement with the City of Miramar, in substantially the form attached to the accompanying memorandum as Exhibit 1, which provides: (1) the terms for the County's and the City of Miramar's use of an emergency interconnection to provide potable water during periods of emergency, and (2) specifies that the City of Miramar will reimburse the County in the amount of \$41,000.00 for its pro-rata share of the cost of constructing the emergency interconnection. The Board also authorizes the County Mayor or County Mayor's designee to execute the Interlocal Agreement and to exercise any and all provisions contained therein for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:



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

The Chairperson thereupon declared this resolution duly passed and adopted this 6<sup>th</sup> day of September, 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: Basia Pruna  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

SED

Sarah E. Davis