

**INTERLOCAL MEMORANDUM OF UNDERSTANDING BETWEEN
MIAMI-DADE COUNTY AND THE CITY OF DORAL**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of this 13th day of February, 2017 (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 Doral, FLORIDA, a municipality within Miami-Dade County (hereinafter, the “City,” and collectively with the County, 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 for the Parties to meet the federal, state, county and regional regulatory requirements of, among other things, the County’s Comprehensive Development Master Plan (“CDMP”); the South Florida Water Management District Water Use Permit (“SFWMD WUP”); and the Federal Consent Decree between Miami-Dade County, the Environmental Protection Agency, the State of Florida and the Florida Department of Environmental Protection, effective date of December 6, 2013, which was approved by the United States District Court for the Southern District of Florida in Case Number 1:12-CV-24400-FAM; and

WHEREAS, the County, through its Miami-Dade Water and Sewer Department (“WASD”), has developed and, with input from the municipalities, will continue to maintain the iWASD Allocations GIS Viewer, which will link building permitting data from the unincorporated areas of Miami-Dade County as well as its municipalities, with water and sewer certifications of adequate capacity from WASD and the County’s Department of Regulatory and Economic Resources (“RER”) respectively, in one centralized and easy to use location; and

WHEREAS, the iWASD Allocations GIS Viewer will, among other features, allow the public, including the Parties, the ability to: ascertain which utility provides water or sewer services to a particular property, view information and permits related to active water and sewer certifications of adequate capacity, and identify water or sewer certifications of adequate capacity that have expired or have been cancelled; and

WHEREAS, the iWASD Allocations GIS Viewer will also assist WASD in tracking and confirming the assessment and collection of applicable water and sewer connection charges of properties located within WASD and the City’s service area; and

WHEREAS, the Parties 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 iWASD Allocations 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 iWASD Allocations 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 iWASD Allocations GIS Viewer with one another and the public;

(b) provide data and information for inclusion in the iWASD Allocations GIS Viewer on a monthly basis through use of the established data templates, which data and information shall include, at a minimum, all projects that were issued a certificate of occupancy, certificate of use or an equivalent municipal occupational license that have also received a conditional or unconditional written approval;

(c) coordinate the planning and implementation of the iWASD Allocations GIS Viewer; and

(d) pursue joint funding opportunities for collective implementation of the iWASD Allocations GIS Viewer.

In addition, the County will provide the iWASD Allocations GIS Viewer to the Parties at no cost. A link to the iWASD Allocations GIS Viewer will be available on various County websites and can be added to the City's website.

3. Term/Termination. The term of this MOU shall commence on the Effective Date and shall automatically renew annually. 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 City ceases to exist. In the event of termination, the iWASD Allocations 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 iWASD Allocations GIS Viewer, it shall be the responsibility of that Party to submit corrected information within ten (10) days after receipt of written notice that the data is inaccurate. Failure to promptly correct inaccurate information upon notice may result in termination of this MOU and

may be deemed a violation of various laws and regulations and may subject the Party to the imposition of penalties and/or sanitary sewer moratorium, if provided for by applicable law.

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: Jose Lopez, Computer Services Manager
3071 S.W. 38 Avenue, Room 331
Miami, FL 33146
(786) 552- 8334
Jose.Lopez5@miamidade.gov

City Edward A. Rojas, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a copy to: Daniel A. Espino, Esq.
Weiss, Serota, Helfman, Cole, Boniske & Bierman
City Attorney
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134

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 RER, the Director of WASD and the Building Official for the City in order to attempt to resolve the disagreement in good faith. If a resolution

of the dispute cannot be reached at the meeting, the Parties agree that the dispute resolution processes set forth in Florida Statute Chapter 164 shall apply.

10. Sovereign Immunity: In consideration of good and valuable consideration received from the City, the County, to the extent permitted by law, agrees to indemnify and save harmless forever, the City, its officers, agents and employees from all claims, liability, actions, loss, cost and expense, including attorney's fees, which may be sustained by the City, its officers, agents, and employees due to, caused by, or arising from the negligence of the County, its officers, employees and agents in connection with the performance of this MOU. The County agrees to defend against any claims brought or actions filed against the City, its officers, agents and employees in connection with the subject of the indemnities contained herein.

In consideration of good and valuable consideration received from the County, the City, to the extent permitted by law, agrees to indemnify and save harmless forever, the County, its officers, agents and employees from all claims, liability, actions, loss, cost and expense, including attorney's fees, which may be sustained by the County, its officers, agents, and employees due to, caused by, or arising from the negligence of the City, its officers, employees and agents in connection with the performance of this MOU. The City agrees to defend against any claims brought or actions filed against the County, its officers, agents and employees in connection with the subject of the indemnities contained herein.

Notwithstanding the above, nothing shall create any liability of the County or the City beyond the scope of Section 768.28, Florida Statutes, as currently in effect or as lawfully amended in the future.

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.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, Miami-Dade County and the City of Doral 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:

Sarah Elavie Davis 2/13/17
Assistant County Attorney

ATTEST:

CITY

By: 
City Clerk

By: 
City Manager

Approved by City Attorney
As to form and legal sufficiency:


City Attorney