

# Memorandum



**Date:** Junr 4, 2024

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

**From:** Daniella Levine Cava  
Mayor *Daniella Levine Cava*

**Subject:** Resolution Approving and Authorizing Execution of an Interlocal Agreement Between the City of Coral Gables and Miami-Dade County for the Drilling and Installation of a Saltwater Intrusion Monitoring Well

Agenda Item No. 8(O)(4)

## Executive Summary

This item seeks approval from the Board of County Commissioners (the “Board”) to enter into an Interlocal Agreement between Miami-Dade County (the “County”) and the City of Coral Gables (the “City”) (the “Agreement”). Through the Agreement, the City will grant a Right-of-Way Permit to the County for the drilling and installation of one Saltwater Intrusion Monitoring Well (“Testing Well”) at the intersection of Campina Court and Ponce De Leon Boulevard (the “Project Site”), at no cost to the County.

The County will install a new Testing Well at the Project Site in order to monitor the saline water intrusion in Miami-Dade County. Upon the completion of the Project, the City will convey to the County an easement for perpetual access to the Premises in order to access the WASD Facilities for maintenance, alterations, or emergency services. A copy of the Agreement is attached hereto as “Exhibit 1”.

## Recommendation

Pursuant to Sections 2-9 and 2-10 of the Miami-Dade County Code, it is recommended that the Board approve this Agreement between the County and the City. This Agreement will terminate upon the conveyance of the necessary easement from the City to the County, which is expected to be completed shortly after the installation of the Testing Well. If unforeseen circumstances delay the project, the County may request an extension of the Agreement thirty (30) days prior to its expiration, which the City may grant in writing. This item was prepared by the Miami-Dade Water and Sewer Department (“WASD”).

## Scope

The Project Site is located at the intersection of Campina Court and Ponce De Leon Boulevard in the City, within Miami-Dade County Commission District 6, which is represented by Commissioner Kevin Marino Cabrera.

## Fiscal Impact/ Funding Source

There is no fiscal impact to the County for entering into the Agreement with the City. However, the County will incur costs for the installation of the monitoring well and all costs associated with preparation and recording of the permanent easement to be provided to the County by the City. The fiscal impact for the drilling and installation of the Saltwater Intrusion Monitoring Well is \$39,140. The project will be funded from the Safe Drinking Water Act Modifications, OMB Program # 9654061 from the FY2023-24 Adopted Budget and Multi-Year Capital Plan, Page # 89. Funding Sources: Water Renewal and Replacement Fund, Water Connection Charges, WASD Revenue Bonds Sold, and Future WASD Revenue Bonds.

## Track Record/Monitoring

James Ferguson, Assistant Director of Planning and Regulatory Compliance for WASD, will oversee the implementation of this Agreement.

## Delegated Authority

This item authorizes the County Mayor or County Mayor’s designee to execute the Agreement and to exercise any and all rights conferred therein.

## Background

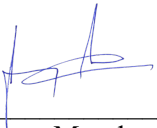
On March 8, 2022, the South Florida Water Management District issued Special Permit Condition Number 35 of the Water Use Permit to WASD to require monitoring for saltwater intrusion.

MDC001

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

Saltwater intrusion in Miami-Dade County poses a threat to the public drinking water supply and has been monitored for an extended period of time. The monitoring network is constantly updated to keep ahead of the salt front advancement and to properly delineate the current inland extent of the saltwater intrusion.

The installation of a new Testing Well in the City is necessary to continue monitoring the saline water intrusion in Miami-Dade County. The location for the new Testing Well was chosen because of its proximity to the salt front, which will enable the County to update the saltwater intrusion line in the area. Upon the completion of the Project the City will convey to the County an easement for the placement of the well, and for the perpetual ingress and egress necessary for its operation. This well is one of four wells being installed throughout the eastern portion of the County.



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Jimmy Morales  
Chief Operations Officer

**INTERLOCAL AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY  
AND  
CITY OF CORAL GABLES  
FOR THE INSTALLATION OF A MONITORING WELL**

**THIS INTERLOCAL AGREEMENT** (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 referred to as the “County”), and the City of Coral Gables, a municipality within Miami-Dade County (hereinafter referred to as the “City” and collectively with the County, the “Parties”).

**WITNESSETH:**

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

**WHEREAS**, the City is the owner of the real property described on Exhibit “A” attached hereto (the “Premises”); and

**WHEREAS**, in order to take groundwater samples for the monitoring of the salt front inland advancement, the County has requested a permit (the “Right-of-Way Permit”) for drilling and installation of one testing well in the right-of-way at the intersection of Campina Court and Ponce De Leon Boulevard in Coral Gables, Florida; and

**WHEREAS**, the County’s testing well will be installed in substantial compliance with the detailed plan attached hereto as Exhibit “B”.

**WHEREAS**, the purpose of this Agreement is to allow WASD to construct upon, maintain, and operate a well on a portion of the Premises in an efficient, coordinated, economical and expeditious manner.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1.** **Recitals:** The above recitals are true and correct and incorporated herein by this reference.

**Section 2.** **Acknowledgement:** The Parties acknowledge and agree that the issuance of the Right- of-Way Permit will result in an encroachment into the Right-of-Way at the intersection of Campina Court and Ponce De Leon Boulevard, and any work undertaken pursuant to the Right-of-Way Permit shall be at the County’s own risk (the “Encroachment Risk”). Specifically, and without limitation, the County acknowledges that the City shall have no responsibility or liability

whatsoever for any costs or damages incurred by the County or any of its contractors, subcontractors, or consultants related to the Right-of-Way Permit and as a result of encroachment into the intersection of Campina Court and Ponce De Leon Boulevard. All such Encroachment Risk, and any costs or damages arising from it, are the responsibility of the County.

**Section 3. Indemnification:** Upon issuance of the Right-of-Way Permit by the City, subject to the limitations of Section 768.28, Florida Statutes, the County hereby agrees to indemnify, defend, protect, and hold harmless the City, as well as City employees, elected and appointed officials, attorneys, and agents, from and against any and all claims, loss, costs, or damages, including but not limited to, reasonable attorney's fees and costs, including appellate fees and costs, in connection with the Encroachment Risk or the Right-of-Way Permit.

**Section 4. Removal:** At any time, the City may require either the permanent or temporary removal of the monitoring well, and the County, as well as its successors in interest, agree that at such time as the City requires temporary or permanent removal of the aforesaid encroachment, the County will remove the monitoring well promptly and at its own expense. The County further agrees that if it should fail to remove the monitoring well within thirty (30) days after the City notifies the County that removal of the monitoring well is necessary, then the City may remove the monitoring well, and the County will reimburse the City for the costs of such removal upon being provided with an invoice. In the event of an emergency, the City shall have the right to remove the monitoring well without notice to the County and without any obligation or liability to the County for damage to the monitoring well. The County shall remove the monitoring well and restore the affected Right-of-Way area within thirty (30) days of the completion of the testing and monitoring period required by the Miami-Dade County Regulatory Economic Resources Division of Environmental Resources Management ("DERM").

**Section 5. Insurance:** Miami-Dade County is self-insured but will require its contractors' performing installation of the monitoring well to obtain any and all insurance required by the City's Risk Management Division for the duration of the installation project.

**Section 7: Right of Entry:** The City hereby authorizes the County and any of its agents, authorized in writing by the WASD Director, to enter upon the Premises and to perform any lawful acts required for the purposes, manner, terms and conditions set forth in the Scope of Work. The County shall assume all liability and responsibility for the Premises. The County shall have full responsibility for the operation and maintenance of the improvements within the Premises before, during, and after completion and final acceptance of the Project. The City agrees that prior to granting access to the County of the Premises, the Premises shall be free and clear of any cost, claim, lien, expense or liability. The City acknowledges that the Premises contains underground WASD Facilities and the County shall have perpetual access to the Premises in order to access the WASD Facilities for maintenance, alterations or emergency services.

**Section 8. Use:** The County may use the Premises solely for the purposes of installing, operating and maintaining the Project or WASD Facilities. The County shall have the right of ingress and egress to the Premises during daylight hours, and after the Premises is improved, if at all, such access shall be coordinated with the City, except in the case of an emergency. The County shall obtain at its sole cost and expense, all applicable federal, state, and local permits or

authorizations required in connection with the County's allowed use of the Premises and provide copies of such permits or authorizations to the City. The use of the Premises by the County shall be solely for the purposes approved by the City. The City shall retain dominion, possession and control of the City-owned property.

**Section 9.** **Term:** This Agreement shall commence upon the Effective Date of this Agreement, after this Agreement is fully executed by the Parties. This Agreement shall terminate upon completion of the Project, which shall be within sixty (60) calendar days of the Effective Date. The County may request an extension of the term of this Agreement due to unforeseen circumstances up to thirty (30) days prior to the expiration of this Agreement and the City may grant such request in writing. An extension of the term of this Agreement shall not require further approval by the Board of County Commissioners or the City of Coral Gables Council. Upon completion of this Project, the City shall convey to the County easement, at the County's cost, for perpetual ingress and egress and for the placing of WASD Facilities in the Premises. This Agreement shall not operate as, create or vest any property right or interest to the County. Upon termination of this Agreement, for any reason, the County shall return the Premises and all City property to their original or better condition.

**Section 10.** **Easements:** The County shall be responsible for all costs associated with any easements required by this Agreement. The County shall be responsible for the costs of surveying and providing any legal descriptions for any real property which may require an easement pursuant to this Agreement. The County agrees to reimburse the City's legal fees and expenses in preparing any easements required by this Agreement, in an amount not to exceed \$7,500.00. The County shall be responsible for recording easements and paying the costs of recording.

**Section 11.** **Ingress and Egress:** The County shall use only the locations and methods of ingress and egress to and from the Premises as shown on Exhibit "A". Except in the case of an emergency, no other location or methods of ingress and egress shall be used by the County unless prior written approval is received from the City.

**Section 12.** **Condition of Premises; Risk of Loss:** The County accepts the Premises in "As Is" condition as such Premises existed on the Effective Date. The use of the Premises by the County shall be at the sole risk and expense of the County, and the City is specifically relieved of any responsibility for damage or loss to the County or persons resulting from the County or City's use of the Premises for its purposes, unless such damage or loss is caused by the gross negligence or misconduct of the City. The County assumes all risk of damage, theft or loss to the Premises, unless same is caused by the gross negligence or misconduct of the City.

**Section 13.** **County's Liability for Damage:** The County shall be responsible for repairing any damage to the City-owned utilities, property, or facilities, or to any other utilities, property, and facilities damaged in the Premises as a result of the activities performed pursuant to this Agreement. All repairs shall be responded to within forty-eight (48) hours of the occurrence. The County agrees that damage not repaired within forty-eight (48) hours may, at the City's discretion, be repaired by the City and that the County shall be responsible for reimbursement of all costs incurred for such repairs. All repairs shall restore the damaged utilities, property, or facilities to their original or better condition and shall require the City's approval.

**Section 14. Termination Rights:** Either Party may terminate or revoke this Agreement with or without cause at any time for convenience upon ninety (90) days written notice to the other Party. The County shall remove the monitoring well and restore the affected Right-of-Way area within thirty (30) days after any termination or revocation of this Agreement.

**Section 15. Dispute Resolution:** The Water and Sewer Director and City of Coral Gables Manager shall use their best efforts and diligence to amicably resolve any dispute or disagreement concerning any provision of this Agreement. If WASD and the City cannot resolve their disputes in the best efforts, then the Parties 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 may be amended from time to time.

**Section 16. Attorney's Fees and Costs:** If the City or the County incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be entitled to recover any and all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation, including any trials and appeals.

**Section 17. No Third Party Beneficiaries:** Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the Parties and their successors or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

**Section 18. Notices:** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received when delivered personally, courier service, by electronic mail or upon actual receipt of registered or certified mail, addressed as set forth below:

City: Hermes Diaz, P.E., Director  
City of Coral Gables  
Department of Public Works  
2800 SW 72nd Avenue  
Miami, FL 33155  
305-460-5000  
hdiaz2@coralgables.com

WASD: Roy Coley, Director  
Miami-Dade Water and Sewer Department  
3071 S.W. 38 Ave, 5 Floor  
Miami, Florida 33146  
Roy.Coley@miamidade.gov

Patricia Palomo, Chief Intergovernmental Affairs  
3071 S.W. 38 Ave, 1 Floor  
Miami, Florida 33146  
Patty.Palomo@miamidade.gov

**Section 19. Severability:** It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, unenforceable, or in conflict with any law of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**Section 20. Amendment:** No amendment to this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by both the City and the County.

**Section 21. No Assignment:** The County shall not assign, transfer, pledge or otherwise encumber this Agreement, without the prior consent of the City.

**Section 22. Headings:** The headings and paragraph titles utilized throughout this Agreement 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 Agreement.

**Section 23. No Possessory Rights:** Notwithstanding anything contained herein to the contrary, the Parties acknowledge and agree that no provision of this Agreement shall in any way be construed as creating: (i) any property rights of any kind for the County in the Premises; or (ii) any landlord/tenant relationship or leasehold interest of any kind or any possessory rights for the County with respect to the Premises.

**Section 24. 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.

**Section 25. Construction:** This Agreement 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 Agreement.

**Section 26. Governing Law and Venue:** This Agreement and all of the terms, conditions and provisions contained herein are governed by and interpreted pursuant to the laws of the State of Florida. All legal matters arising out of, or in connection with this Agreement shall be subject to a court of competent jurisdiction within Miami-Dade County, Florida.

**Section 27. Entire Agreement:** This Agreement constitutes the entire Agreement between the City and the County, and any agreement or representation, which is not expressly set forth herein and covered hereby, is null and void. Any amendment, modification, or supplement to this Agreement must be in writing and executed by both the City and the County.

**Section 28. No Waiver of Sovereign Immunity:** Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the City or the County's immunity, sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes as may be amended from time to time.

**Section 29. Compliance with Laws:** The Parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The Parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

**IN WITNESS WHEREOF**, the City and the County have caused this Agreement to be signed and executed effective as of the Effective Date.

ATTEST:

JUAN FERNANDEZ-BARQUIN,  
CLERK OF THE BOARD/COMPTROLLER


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


By: \_\_\_\_\_  
Deputy Clerk      Date

By: \_\_\_\_\_  
County Mayor

ATTEST:      DocuSigned by:

CITY OF CORAL GABLES

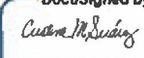
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By:   
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City Clerk

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By:   
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City Manager

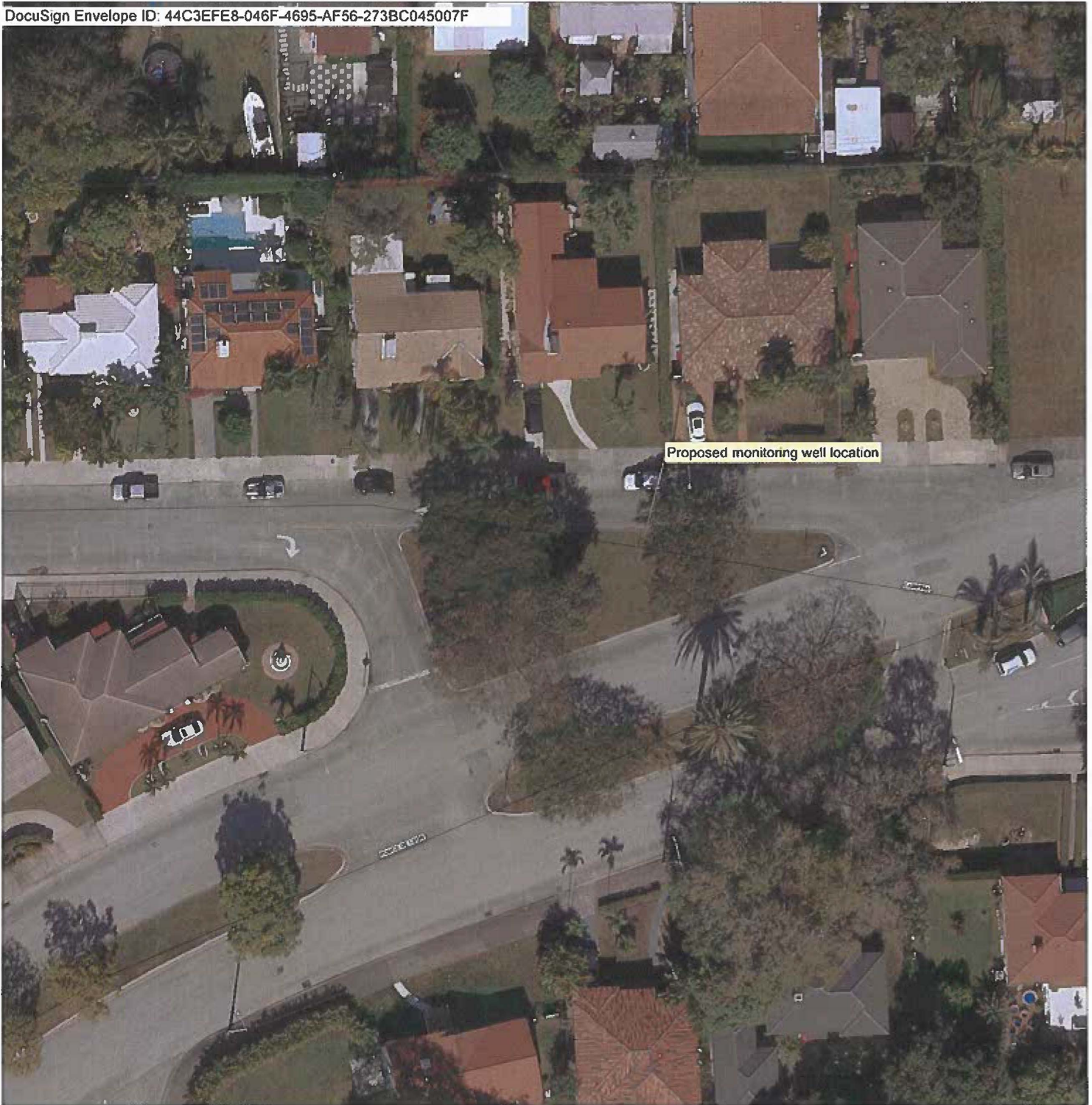
Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

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

DocuSigned by:  
  
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\_\_\_\_\_  
Attorney for the City of Coral Gables





Proposed monitoring well location



### Proposed Monitoring well location

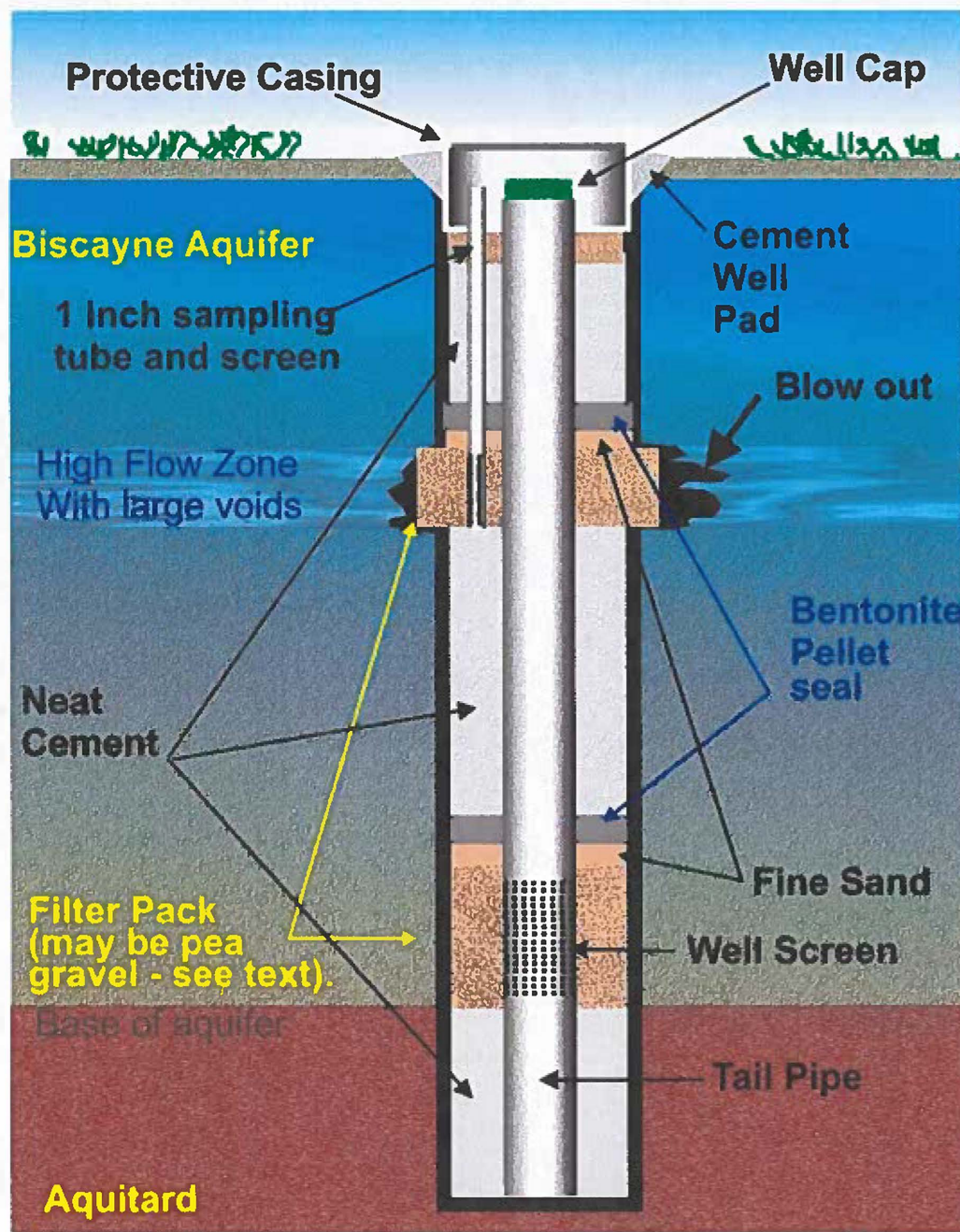
Legend



SF20-3 Alternative site.

**Exhibit B**

**Monitoring Plan**





**MEMORANDUM**  
(Revised)

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

**DATE:** June 4, 2024

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

**SUBJECT:** Agenda Item No. 8(O)(4)

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)(4)  
6-4-24

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF CORAL GABLES TO ALLOW THE CITY TO GRANT A RIGHT-OF-WAY PERMIT TO THE COUNTY FOR THE DRILLING AND INSTALLATION OF A SALTWATER INTRUSION MONITORING WELL AT THE INTERSECTION OF CAMPINA COURT AND PONCE DE LEON BOULEVARD 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 County Mayor's 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 Coral Gables (the "City"), in substantially the form attached to the accompanying County Mayor's memorandum as Exhibit 1, which will allow the City to grant a right-of-way permit to the County for the drilling and installation of a saltwater intrusion monitoring well at the intersection of Campina Court and Ponce De Leon Boulevard 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 4<sup>th</sup> day of June, 2024. 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