

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF NORTH MIAMI
AND
MIAMI-DADE COUNTY
FOR TRANSFER OF A PORTION OF THE CITY'S SEWER SERVICE AREA TO THE
COUNTY**

This INTERLOCAL AGREEMENT ("Agreement"), made and entered into this 28th day of November, 2023 ("Effective Date"), by and between the CITY OF NORTH MIAMI, a municipal corporation of the State of Florida ("City"), whose mailing address is: c/o Public Works Director, 776 NE 125 Street, North Miami, Florida 33161, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose mailing address is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, FL 33233-0316 ("County") (collectively, the City and County shall be referred to as the "Parties").

RECITALS

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

WHEREAS, the City owns, operates and maintains its own water and sanitary sewer systems, which provide water and sewer service to residents of the City as well as some residents of unincorporated Miami-Dade County and other municipalities; and

WHEREAS, the residents of unincorporated Miami-Dade County who live in the neighborhood known as Biscayne Shores are within the City's water and sewer service areas; and

WHEREAS, the portion of Biscayne Shores which is the subject of this Agreement is comprised of 168 parcels bounded by Biscayne Boulevard to the west, North Bayshore Drive to the east, NE 108 Street to the south, and NE 110 Terrace to the north (the "Biscayne Shores Neighborhood"), which 168 properties are identified by address and folio number on the list attached hereto as Exhibit A and are depicted on the map attached hereto as Exhibit B; and

WHEREAS, the City does not currently have any sewer infrastructure in the Biscayne Shore Neighborhood and does not have any plans to develop sewer service in the area; and

WHEREAS, the Biscayne Shores Neighborhood has a high groundwater table and has been experiencing severe flooding after heavy rain events, which has the potential to affect the integrity of the septic tanks in the neighborhood; and

WHEREAS, some residents of the Biscayne Shores Neighborhood would like to abandon their septic tanks and connect to a public sewer system; and

WHEREAS, the City is willing to release the Biscayne Shores Neighborhood from the City's sewer service area, and the County is willing to accept the transfer of the Biscayne Shores Neighborhood to its sewer service area; and

WHEREAS, because the County does not currently have sewer infrastructure in the Biscayne Shores Neighborhood, the County cannot guarantee a date certain by which sewer service will become available to the residents in the Biscayne Shores Neighborhood, and the parties recognize that this Agreement would enable the County to extend such sewer service but does not include an obligation to do so; and

WHEREAS, once the service area transfer is complete, the County intends to pursue possible grant funding through federal and state programs to assist with the costs to install the public infrastructure necessary to connect the Biscayne Shores Neighborhood to the County's sewer system and to defray the costs the residents of the Biscayne Shores Neighborhood may have to incur in order to connect to the County's system; and

WHEREAS, once sufficient funding has been secured, the next step would be for the County to procure engineering professionals and construction contractors needed to design and construct the sewer infrastructure required to connect the Biscayne Shores Neighborhood to the County's sewer system; and

WHEREAS, once the sewer infrastructure has been installed and the residents in the Biscayne Shores Neighborhood are able to connect to the County's sewer system, the City agrees to assist the County with billing the Biscayne Shores Neighborhood residents for the sewer services to this area through the City's water bills, and if necessary, enter into an Interlocal Agreement related to such billing,

WHEREAS, should the City provide sewage disposal service to the County through the connection of the County's sewer system to the City's sewer system at a point of connection, the County agrees to enter into a Sewer Disposal Service Contract,

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

1. **RECITALS**: The foregoing recitals are true and correct and are incorporated herein as if set out in full in the body of this Agreement.

2. **COUNTY RESPONSIBILITIES**: The County hereby accepts the Biscayne Shores Neighborhood sewer service area from the City, so that the County shall have the ability to extend the County's sanitary sewer system into the Biscayne Shores Neighborhood.

3. **CITY RESPONSIBILITIES**:

- a. The City agrees to assist the County with billing the Biscayne Shore Neighborhood residents for the sewer services to this area through the City's water bills, and if

requested by the County, enter into a separate interlocal agreement with the County related to such billing. Such City assistance with sewer billing shall only be required once a property or properties in the Biscayne Shores Neighborhood are connected to the County's sanitary sewer system.

- b. The City also agrees to send written notices to the Biscayne Shore Neighborhood residents to inform them that they are going to be transferred to the County's sewer service area, and that such notice only relates to sewer service and not water service. To help inform the residents, the City's notices shall also include the following information:

Once the service area transfer is complete, the County intends to pursue possible grant funding through federal and state programs to assist with the costs to install the public infrastructure necessary to connect the Biscayne Shores Neighborhood to the County's sewer system and to defray the costs the residents of the Biscayne Shores Neighborhood may have to incur in order to connect to the County's system. Once sufficient funding has been secured, the next step would be for the County to procure engineering professionals and construction contractors needed to design and construct the sewer infrastructure required to connect the Biscayne Shores Neighborhood to the County's sewer system.

4. **TERM:** This Agreement shall take effect upon the Effective Date written above, after its execution by the authorized officers of the City and the County.

5. **NOTICES:** Any and all notices required to be given under this Agreement shall be sent by certified mail and via email, addressed as follows:

To the County: Miami-Dade Water and Sewer Department
Attn: Roy Coley, Director
3071 SW 38 Avenue, 5th Floor
Miami, Florida 33146
Roy.Coley@miamidade.gov

Miami-Dade Water and Sewer Department
Attn: Patty Palomo
Intergovernmental Affairs Division
3071 SW 38 Avenue, Room 152
Miami, Florida 33146
Patty.Palomo@miamidade.gov

To the City: Rasha Cameau, City Manager
City of North Miami
776 NE 125 Street
North Miami, FL 33161

With a copy to: City Attorney
City of North Miami
776 NE 125 Street
North Miami, FL 33161

6. **SEVERABILITY:** Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

7. **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City Manager and the County Mayor or County Mayor's designee

8. **ENTIRE AGREEMENT:** This instrument and its exhibits constitute the sole agreement of the Parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date.

9. **THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES:** Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

10. **LIABILITIES AND SOVEREIGN IMMUNITY:** The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28 Florida Statutes.

11. **APPLICABLE LAW, VENUE AND ATTORNEYS' FEES:** 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 shall be responsible for its own attorneys' fees and costs.

12. **DISPUTE RESOLUTION:** The Parties agree that prior to instituting any civil action arising out of this Agreement, they will utilize the procedures set forth in the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes. Any and all disputes

between the Parties shall be subject to strict adherence and compliance with any and all requirements of Chapter 164, Governmental Disputes, Florida Statutes.

13. 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. The Parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

14. PUBLIC RECORDS: The Parties acknowledge both entities are public agencies within the statutory definition of Florida Statutes and subject to compliance with Chapter 119, Florida Statutes, as amended. Accordingly, all documents, digital or hardcopy, made pursuant to this Agreement are public records and must be maintained and produced in compliance with Florida Statutes and regulations.

(SIGNATURE ON THE NEXT PAGE)

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed as of the date and year first above written:

ATTEST:

JUAN FERNANDEZ-BARQUIN
CLERK OF THE BOARD

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

Deputy Clerk Date

County Mayor

Approved for Legal Sufficiency:

Assistant County Attorney

ATTEST:

CITY OF NORTH MIAMI,
A MUNICIPAL CORPORATION OF
THE STATE OF FLORIDA

BY: _____
City Clerk

BY: _____
City Manager


AK
1/20/23

APPROVED AS TO FORM AND
CORRECTNESS:


BY: _____
Jeff P. H. Cazeau
City Attorney

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MEMORANDUM

To: Rasha Cameau, MBA, FRA-RP, City Manager

From: Wisler Pierre-Louis, P.E., Public Works Director 

Date: November 15, 2023

RE: Tab L – Biscayne Shores Sewer Service Area Transfer

On November 14, 2023, the Council approved Tab L – Biscayne Shores Sewer Service Area Transfer. The intent of this agreement is to allow the County to assist the neighborhood by installing the infrastructure necessary to complete a septic-to-sewer conversion project.