

**MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY
AND THE CITY OF CORAL GABLES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of this __ day of _____, 2020 (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 Coral Gables, a municipality within Miami-Dade County (hereinafter, the “City,” and collectively with the County and any other municipality or utility that signs an MOU substantially the same as this MOU, 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 to improve utility project coordination, among various Miami-Dade County departments, the City of Coral Gables and other parties participating in the iMDC Utility Coordination GIS Viewer; and

WHEREAS, in addition to the City, other municipalities within Miami-Dade County and utilities that operate throughout Miami-Dade County may choose to participate in the iMDC Utility Coordination GIS Viewer and will be required to sign an agreement identical to this agreement in order to participate; and

WHEREAS, the County, through its Miami-Dade Water and Sewer Department (“WASD”), has developed and will continue to maintain the iMDC Utility Coordination GIS Viewer, which will display information about upcoming and ongoing utility projects, including specific project details such as project description, start and end dates, project status, and project manager contact information; and

WHEREAS, the iMDC Utility Coordination GIS Viewer will provide a project time interval tool to view all projects during any particular time window and a potential project conflict alert layer when multiple projects share a portion of their scope area and timeframe; and

WHEREAS, the iMDC Utility Coordination GIS Viewer will, among other features, allow municipalities, and the public, the ability to: improve planning coordination across the Miami-Dade County region in order to minimize construction impact to the residents of the County; reduce project costs by facilitating agreements among participating parties when projects share the same scope area and time; and assist with adherence to roadway moratoriums by viewing completed projects and dates of completion; and

WHEREAS, the Parties may 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 iMDC Utility Coordination 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 iMDC Utility Coordination 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 iMDC Utility Coordination GIS Viewer with one another and the public;
- (b) provide data and information for inclusion in the iMDC Utility Coordination GIS Viewer, on a monthly basis through use of the established GIS data templates, which data and information shall include, at a minimum, all roadway utility projects, along with project specific information, at the very earliest point a project has been identified necessary, whether funded or unfunded, and updates through the entire project life cycle;
- (c) coordinate the planning and implementation of the iMDC Utility Coordination GIS Viewer;
- (d) pursue joint funding opportunities for collective implementation of the iMDC Utility Coordination GIS Viewer; and
- (e) acknowledge that all municipalities within Miami-Dade County and all utilities operating within Miami-Dade County that execute an MOU substantially the same as this MOU shall be considered Parties to this MOU without the need for any form of approval from the City or amendment to this MOU.

In addition, the County will provide the iMDC Utility Coordination GIS Viewer to the Parties at no cost; however, all code and software associated with the iMDC Utility Coordination GIS Viewer shall be considered the property of the County and shall not be duplicated, sold or used without the County's express permission. A link to the iMDC Utility Coordination GIS Viewer will be available on various County websites and can be added to the websites of other participating municipalities.

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 Party ceases to exist. In the event of termination, the iMDC Utility Coordination 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 iMDC Utility Coordination GIS Viewer, it shall be the responsibility of that Party to submit corrected information with the next monthly report as stipulated in Paragraph 2(b) above upon notice that the data is inaccurate. Failure to promptly correct inaccurate information upon notice may result in termination of this MOU.

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: Josenrique Cueto, P.E., Assistant Director
3071 S.W. 38 Avenue, Room 331
Miami, FL 33146
(786) 552- 8884
Josenrique.Cueto@Miami-Dade.gov

Miami-Dade Information Technology
Attn: Jose L. Lopez, Division Director
5680 S.W. 87 Avenue, Room 302
Miami, Florida 33173
Jose.Lopez5@miamidade.gov

City City of Coral Gables
Attn: Mr. Raimundo Rodulfo, IT Director
2801 Salzedo Street
Coral Gables, Florida 33134
305-569-2448
rrodulfo@coralgables.com

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 WASD and the City's Representative in order to attempt to resolve the disagreement in good faith.

10. Indemnification: Each Party agrees to be fully responsible for its own act and omissions and for those of its respective employees, while acting within the scope of the employee's office or employment, to the extent permitted by Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of this MOU or any agreement or activity associated with this MOU. Nothing herein shall be deemed to waive any immunity granted to either Party pursuant to Section 768.28, Florida Statutes.

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 Miami 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:

By: _____
Assistant County Attorney

CITY

ATTEST:

By: _____
City Clerk

By: _____
City Mayor

Approved by City Attorney
As to form and legal sufficiency:

City Attorney