

MEMORANDUM

Agenda Item No. 7(D)(1)(H)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: **January 20, 2004**

FROM: George M. Burgess
County Manager

SUBJECT: Resolution Approving Fiscal
Year 2003-2004 Stormwater
Management Budget for the
Town of Medley pursuant to
an Interlocal Agreement with
The Miami-Dade County
Stormwater Utility

RECOMMENDATION

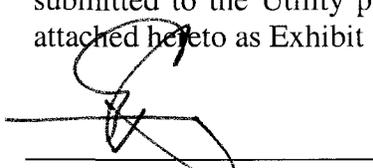
It is recommended that the Board, acting as the governing body of the Miami-Dade County Stormwater Utility (Utility), adopt the attached resolution approving the stormwater management budget for Fiscal Year 2003 - 2004 for the Town of Medley (Town). This annual approval is required pursuant to an Interlocal Agreement between the Town and the Utility.

BACKGROUND

The Board of County Commissioners of Miami-Dade County, did, by adoption of Miami-Dade County Ordinances No. 91-66 and Ordinance No. 91-120, as amended by Ordinance Nos. 92-44 and 92-86, create a stormwater utility which may operate within a municipality or municipalities.

The municipalities were given the option to become part of the Utility or to create their own dedicated source of stormwater funding in accordance with Section 403, Florida Statutes. Pursuant to Resolution R-866-98, passed and adopted on July 21, 1998, the Town of Medley opted out of the Miami-Dade County Stormwater Utility and created it's own Stormwater Utility as its funding source.

The municipal stormwater management budget for the Town of Medley, finalized and executed by the Town on October 27, 2003 and attached hereto as Exhibit "B", has been submitted to the Utility pursuant to the requirements set forth in the Interlocal Agreement attached hereto as Exhibit "A".


Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: January 20, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(D)(1)(H)

Please note any items checked.

- "4-Day Rule" ("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**
- Bid waiver requiring County Manager's written recommendation**
- Ordinance creating a new board requires detailed County Manager's report for public hearing**
- Housekeeping item (no policy decision required)**
- No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(D)(1)(H)
1-20-04

RESOLUTION NO. _____

RESOLUTION APPROVING FISCAL YEAR 2003-2004
STORMWATER MANAGEMENT BUDGET FOR THE
TOWN OF MEDLEY PURSUANT TO AN
INTERLOCAL AGREEMENT WITH THE MIAMI-
DADE COUNTY STORMWATER UTILITY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying 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, acting as the governing body of the Miami-Dade County Stormwater Utility, hereby approves the Fiscal Year 2003-2004 stormwater management budget for the Town of Medley in substantially the form attached hereto and made a part hereof.

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:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrian D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. PST

Peter S. Tell

By: _____
Deputy Clerk

Attachment "A"

Interlocal Agreement Between the Town of Medley
and the Miami-Dade County Stormwater Utility

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 6(D)(1)(D)
9-12-02

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

RECEIVED
SEP 24 2002
Water Management Division
DERM

RESOLUTION NO. R-946-02

RESOLUTION APPROVING FISCAL YEAR 2002-2003
AMENDMENT TO THE STORMWATER BUDGET BETWEEN
THE MIAMI-DADE COUNTY STORMWATER UTILITY AND
THE TOWN OF MEDLEY PROVIDING FOR SHARING THE
COSTS OF ROUTINE MAINTENANCE OF THE MIAMI-
DADE COUNTY CANALS THAT SERVE THE TOWN OF
MEDLEY

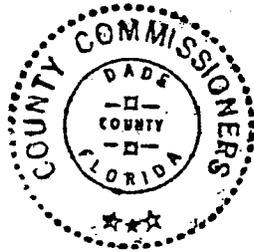
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum of agreement, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board, acting as the governing body of the Miami-Dade County Stormwater Utility, hereby approve fiscal year 2002-2003 amendment to the stormwater budget between the Miami-Dade County Stormwater Utility and the Town of Medley providing for sharing the costs of routine maintenance of the Miami-Dade County canals that serve the Town of Medley, in substantially the form attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner Dorrian D. Rolle, who moved its adoption. The motion was seconded by Commissioner Gwen Margolis and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro	aye	Jose "Pepe" Cancio, Sr.	aye
Dr. Barbara Carey-Shuler	aye	Betty T. Ferguson	absent
Gwen Margolis	aye	Joe A. Martinez	aye
Jimmy L. Morales	aye	Dennis C. Moss	absent
Dorrian D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
		Sen. Javier D. Souto	aye

The Chairperson thereupon declared the resolution duly passed and adopted this 12th day of September, 2002. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



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

HARVEY RUVIN, CLERK

By: **KAY SULLIVAN**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

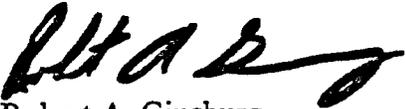
Peter S. Tell



MEMORANDUM

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: September 12, 2002

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 6(D)(1)(D)

Please note any items checked.

- "4-Day Rule" (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 private business sector impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- "Sunset" provision required
- Legislative findings necessary

MEMORANDUM

Agenda Item No. 6(D)(1)(D)

TO: Hon. Chairperson and Members
Board of County Commissioners

DATE: September 12, 2002

SUBJECT: Resolution approving Fiscal Year
2002-2003 Amendment to the
Stormwater Budget between the
Miami-Dade County Stormwater
Utility and the Town of Medley

FROM: Steve Shiver
County Manager

RECOMMENDATION

It is recommended that the Board, acting as the governing body of the Miami-Dade County Stormwater Utility (Utility), adopt the attached resolution approving the amendment to the stormwater budget for Fiscal Year 2002-2003 for the Town of Medley providing for sharing the costs of routine maintenance of the Miami-Dade County canals that serve the Town of Medley. This annual approval is required by the terms of an executed interlocal agreement between the Town of Medley and Miami-Dade County.

BACKGROUND

The Utility was established as a countywide utility by the Miami-Dade County Board of County Commissioners through adoption of Ordinance 91-66, creating Article IV of Chapter 24 of the Code of Miami-Dade County. Municipalities in the County were given the option to become part of the Utility or to create their own dedicated source of stormwater funding in accordance with Section 403, Florida Statutes. Pursuant to Resolution R-866-98, passed and adopted on July 21, 1998, the Town of Medley opted out of the Miami-Dade County Stormwater Utility and created its own Stormwater Utility as its funding source. The municipal stormwater management budget for the Town of Medley, attached hereto as Attachment "B", has been submitted to the Utility pursuant to the requirements set forth in the Interlocal Agreement between the Town of Medley and Miami-Dade County attached hereto as Attachment "A".

FISCAL IMPACT

The accompanying amended Attachment "B" for the Miami-Dade County Stormwater Utility and the Town of Medley Shared Costs on Shared Drainage Systems are shown for Fiscal Year October 1, 2002 through September 30, 2003. The Town's share for Fiscal Year 2002-2003 is \$9,150. The cost to the Miami-Dade County Stormwater Utility will be \$5,850.

Attachment "A"

Interlocal Agreement Between the Town of Medley
and the Miami-Dade County Stormwater Utility

MIAMI-DADE COUNTY, FLORIDA



MIAMI-DADE COUNTY STORMWATER UTILITY
33 S.W. 2ND AVENUE, SUITE 200
MIAMI, FLORIDA 33130-1540
(305) 372-6688
FAX (305) 372-6636

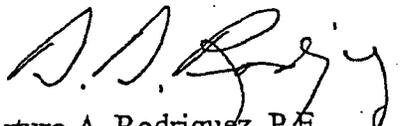
December 29, 1999

Mr. Melvin Wolfe
Town Attorney
Town of Medley
7331 NW 74th Street
Miami, Florida 33166

Dear Mr. Wolfe:

Please find enclosed for your records, a fully executed original and a copy of the Interlocal Agreement between the Town of Medley Stormwater Utility and the Miami-Dade County Stormwater Utility for Stormwater Management.

Sincerely,


Arturo A. Rodriguez, P.E.
Stormwater Utility Section

Enc: Interlocal Agreements

Approved _____ Mayor

Agenda Item No. 6(D)(1)(D)
12-16-99

Veto _____

Override _____

OFFICIAL FILE OF
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

RESOLUTION NO. R-1357-99

RESOLUTION AUTHORIZING THE COUNTY
MANAGER TO EXECUTE AN INTERLOCAL
AGREEMENT BETWEEN THE TOWN OF
MEDLEY STORMWATER UTILITY AND THE
MIAMI-DADE COUNTY STORMWATER
UTILITY FOR STORMWATER
MANAGEMENT; AND AUTHORIZING THE
COUNTY MANAGER TO EXERCISE THE
TERMINATION PROVISION 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, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the interlocal agreement between the Town of Medley Stormwater Utility (Town) and the Miami-Dade County Stormwater Utility (Utility) to establish relationships and responsibilities for operation, maintenance, repair, and enhancement of shared stormwater systems by the TOWN and the UTILITY, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County and to exercise the termination provisions contained therein. This Agreement shall become effective upon execution for a period of five years with an option to renew for an additional five-year period.

INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF MEDLEY
STORMWATER UTILITY
AND
THE MIAMI-DADE COUNTY
STORMWATER UTILITY

MIAMI-DADE COUNTY
STORMWATER UTILITY (305) 372-6656
33 SOUTHWEST SECOND AVENUE, SUITE 200

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF MEDLEY
STORMWATER UTILITY AND THE MIAMI-DADE COUNTY STORMWATER
UTILITY FOR STORMWATER MANAGEMENT

THIS INTERLOCAL AGREEMENT, [the "Agreement"] by and between the Miami-Dade County Stormwater Utility, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as "UTILITY",] and the TOWN of Medley Stormwater Utility, a public body corporate and politic, through its governing body, the Medley Town Council of the Town of Medley, Florida [hereinafter sometimes referred to as "TOWN",] is entered into this _____ day of _____, 1999.

WITNESSETH

WHEREAS, Section 403.0893, Florida Statutes, authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems; and

WHEREAS, the Board of County Commissioners of Miami-Dade County, did, by adoption of Miami-Dade County Ordinances No. 91-66 and Ordinance No. 91-120, as amended by Ordinance Nos. 92-44 and 92-86, create a stormwater utility [hereinafter referred to as the "UTILITY",] and which UTILITY may, operate within a municipality or municipalities; and

WHEREAS, it is the intent of the UTILITY and the TOWN, through this Agreement, to establish relationships and responsibilities for operation, maintenance, repair, and enhancement of shared stormwater systems by the TOWN and the UTILITY; and

WHEREAS, the UTILITY and the TOWN recognize that there are capital and operating costs as well as benefits associated with operating, maintaining, repairing and enhancing shared stormwater drainage systems; and

WHEREAS, the UTILITY and the TOWN want to share these costs in proportion to the drainage area, the service provided, and the benefits received,

Now, therefore, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

ARTICLE I PURPOSES

The UTILITY and the TOWN enter into this Agreement to further the following purposes:

- (1) to protect and promote the public health, safety, and general welfare through the management of stormwater run-off;
- (2) to maintain and improve water quality and preserve and enhance the environmental quality of the receiving waters;
- (3) to control flooding that results from rainfall events;
- (4) to deter unmanaged rainwater from eroding sandy soils and causing sedimentation;
- (5) to deter the disruption of the habitat of aquatic plants and animals;
- (6) to promote intergovernmental cooperation in effectively and efficiently managing stormwater run-off;
- (7) To maintain, repair and enhance shared stormwater systems located within the limits of the drainage service areas in accordance with the approved plans. These include maintaining canals, flow control structures and enhancing stormwater systems as determined by conditions of the system and the level of service established.
- (8) To provide a mechanism for the UTILITY and the TOWN to share and allocate the cost of maintaining, repairing and enhancing shared stormwater drainage systems as stated in (7), above.

ARTICLE II DEFINITIONS

Agreement shall mean this document, including any written amendments, attachments, and other written documents which are expressly incorporated by reference.

Stormwater Management Plans shall mean stormwater management plans developed by both the TOWN and by the UTILITY, to meet the required level of service as established in their respective stormwater management programs or master plan pursuant to Florida Statute 403.0891.

Town Stormwater Utility Budget shall mean the TOWN's developed and approved fiscal year budget which includes a component for stormwater management of

its drainage system, including capital and operating outlays necessary to maintain the level of service established in the Town's Stormwater Management Plans.

Utility Stormwater Budget shall mean the UTILITY's developed and approved fiscal year budget for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the UTILITY's approved Stormwater Management Plan, pursuant to 403.891, F.S.

✓ Shared Stormwater Drainage System shall mean that portion of the drainage system owned by either the TOWN or the UTILITY to which both the TOWN and the UTILITY contribute stormwater runoff and which is identified in Attachment A.

✓ Costs allocable to the Town shall mean those portions of the actual capital and operating outlays budgeted by the UTILITY in its yearly budget process, which are allocated to the TOWN based on the TOWN's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the UTILITY.

Operating Outlays shall mean expenses budgeted by the UTILITY which are actual expenses incurred in the fiscal year, which due to their nature are considered recurring expenses to sustain yearly stormwater drainage operations.

Capital Outlays shall mean expenses budgeted by the UTILITY which are actual expenses incurred in the fiscal year, which due to their nature are considered non-recurring and producing a long term benefit to the users. The yearly charges allocable to the TOWN or to the UTILITY shall be that amount prorated over the useful life of the capitalized items based on a 20 year useful life. The UTILITY will not share costs which are incurred for the exclusive benefits of the Town.

Fiscal Year shall mean the period beginning on October 1 and ending on September 30.

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subcontractors, third-party contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

Project Manager shall mean the persons designated by the TOWN and by the UTILITY to serve as the representative of each for the purposes of exchanging communications and to issue and receive directives pursuant to and within the powers provided under this Agreement.

Written notice shall mean written communication to and from the Project Managers.

ARTICLE III STATEMENT OF WORK

The TOWN and the UTILITY shall fully and timely perform all work tasks described in this Statement of Work:

The UTILITY shall maintain, repair and enhance shared stormwater management systems located within the limits of the drainage service areas in accordance with the, Attachment "A".

The TOWN's relative stormwater runoff contribution to the UTILITY's shared drainage system: is 61% for Russian Colony Canal within the TOWN's boundaries. The UTILITY's relative stormwater runoff contribution to the shared drainage system is 39%.

ARTICLE IV TERM OF THE AGREEMENT

Initial Term

The initial term of this Agreement shall be for a period of five (5) years beginning on the date of execution by both parties hereto, provided, however, either party may terminate this Agreement without cause prior to the expiration date upon one (1) year's advance written notice to the other party of such termination.

Option to Renew

Upon mutual written consent of the parties, this Agreement may be extended for another term of five (5) years.

ARTICLE V TOWN AND UTILITY RESPONSIBILITIES

A. Upon the request of either the TOWN or the UTILITY, each shall share information in matters related to operations, maintenance, design and construction costs and cost allocation determinations associated with shared drainage systems.

B. The TOWN and the UTILITY shall provide notice to each other, as provided, in this Agreement designating their respective Project Manager. Each shall

promptly notify each other of any change in the Project Manager designation by written notice as specified in this Agreement.

C. Commencing with fiscal year 1999-2000, the costs allocable to the TOWN and the costs allocable to the UTILITY based on the relative stormwater runoff contribution to each other's shared portion of the stormwater drainage systems are included in this Agreement and presented as described in Attachment "B".

D. For ensuing fiscal years the UTILITY's estimated costs showing the shared costs allocation shall be available and transmitted to the TOWN by March 1 of each year.

E. All shared costs are subject to review during the TOWN's and UTILITY's preliminary budget process and may be accepted by the TOWN and the UTILITY and be finalized by March 1 of each year.

These costs shall be the minimum costs necessary to accomplish the stormwater management functions of the TOWN and the UTILITY pertaining to the shared stormwater drainage systems.

F. At the TOWN's option, an increase in the number of cycles per year service level may be performed by the TOWN at the TOWN's expense.

G. Payments by the TOWN to the UTILITY are to be made within 30 days after the bill presentation. In the event of a dispute on the paid amount, the TOWN may notify the UTILITY of the nature of the dispute and the UTILITY shall make arrangements for the pertinent records to be made available for inspection by the TOWN, as indicated under Article V(H) of this Agreement. The UTILITY shall reimburse the TOWN for any amounts determined to have been overpaid by the TOWN within 30 days after verification of the overpayment.

H. The TOWN and the UTILITY shall maintain financial records for 5 years pertaining to this Agreement, and shall make them available within reasonable time after requesting them for inspection and copying by either the TOWN or the UTILITY, at the place where the records are maintained.

I. The TOWN and the UTILITY shall each be responsible for procuring independently all necessary permits in the performance of their respective work under this Agreement.

J. The TOWN and the UTILITY shall each comply with all applicable regulations, ordinances and laws in effect in the performance of this Agreement.

ARTICLE VI
COMPENSATION/CONSIDERATION

A. It is the intent and understanding of the parties that this Agreement is solely for the TOWN and the UTILITY. No person or entity other than the TOWN or the UTILITY shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

ARTICLE VII
DEFAULT

TOWN Event of Default

Without limitation, the failure by the TOWN to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "TOWN event of default".

If a TOWN event of default should occur, the UTILITY shall have all of the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to TOWN are terminated, effective upon such date as is designated by the UTILITY;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

UTILITY Event of Default

Without limitation, the failure by the UTILITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "UTILITY event of default".

If a UTILITY event of default should occur, the TOWN shall have all of the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to UTILITY are terminated, effective upon such date as is designated by the TOWN;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

ARTICLE VIII
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The UTILITY and the TOWN agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

ARTICLE IX
ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

ARTICLE X
HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE XI
RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties any rights or remedies under or by reasons of this Agreement.

ARTICLE XII
REPRESENTATION OF TOWN

The TOWN represents that this Agreement has been duly authorized, executed and delivered by the Town of Medley Town Council, as the governing body of the TOWN and it has the required power and authority to perform this Agreement.

ARTICLE XIII
REPRESENTATION OF UTILITY

The UTILITY represents that this Agreement has been duly approved, executed and delivered by the Board of County Commissioners, as the governing body of the UTILITY, and it has granted the Miami-Dade County Manager the required power and authority to perform this Agreement.

ARTICLE XIV
WAIVER

There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement.

ARTICLE XV
INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of the Agreement shall be interpreted in such 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.

ARTICLE XVI
INDEPENDENT CONTRACTOR

TOWN shall perform all work and services described as an independent contractor and not as an officer, agent, servant, or employee of the UTILITY. TOWN shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and TOWN shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

UTILITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the TOWN. UTILITY shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and UTILITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

Nothing in this agreement shall be construed as creating a partnership or joint venture between the UTILITY and the TOWN. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the UTILITY, nor shall any such person be entitled to any benefits available or granted to employees of UTILITY.

ARTICLE XVII
INDEMNIFICATION

To the extent permitted by law, the TOWN shall indemnify and hold harmless the UTILITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the UTILITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the TOWN or its employees, agents, servants, partners, principals, subconsultants or subcontractors. The TOWN shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the UTILITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that statute whereby the TOWN shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment paid by the TOWN arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the TOWN.

The UTILITY shall indemnify and hold harmless the TOWN and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TOWN or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the UTILITY or its employees, agents, servants, partners, principals, subconsultants or subcontractors. The UTILITY shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the TOWN, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that statute whereby the UTILITY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment paid by the UTILITY arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the UTILITY.

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of October 1, 1999.

Attest:

TOWN OF MEDLEY, FLORIDA
7331 N.E. 74 Street
Medley, Florida 33166

Heather Taborda 12/7/99
Town Clerk Date

Authorized signature on behalf
of the Town of Medley, Florida.

By: Jack Hanson 12-7-99
Town of Medley Date

MIAMI-DADE COUNTY, FLORIDA

BY: [Signature]
Merrett R. Stierheim
County Manager JRB

For the Board of County Commissioners, Miami-
Dade County, Florida, as Governing Body of
the Miami-Dade County Stormwater Utility.

Stephen P. Clark Center
111 N.W. 1st. Street
Miami, Florida 33128

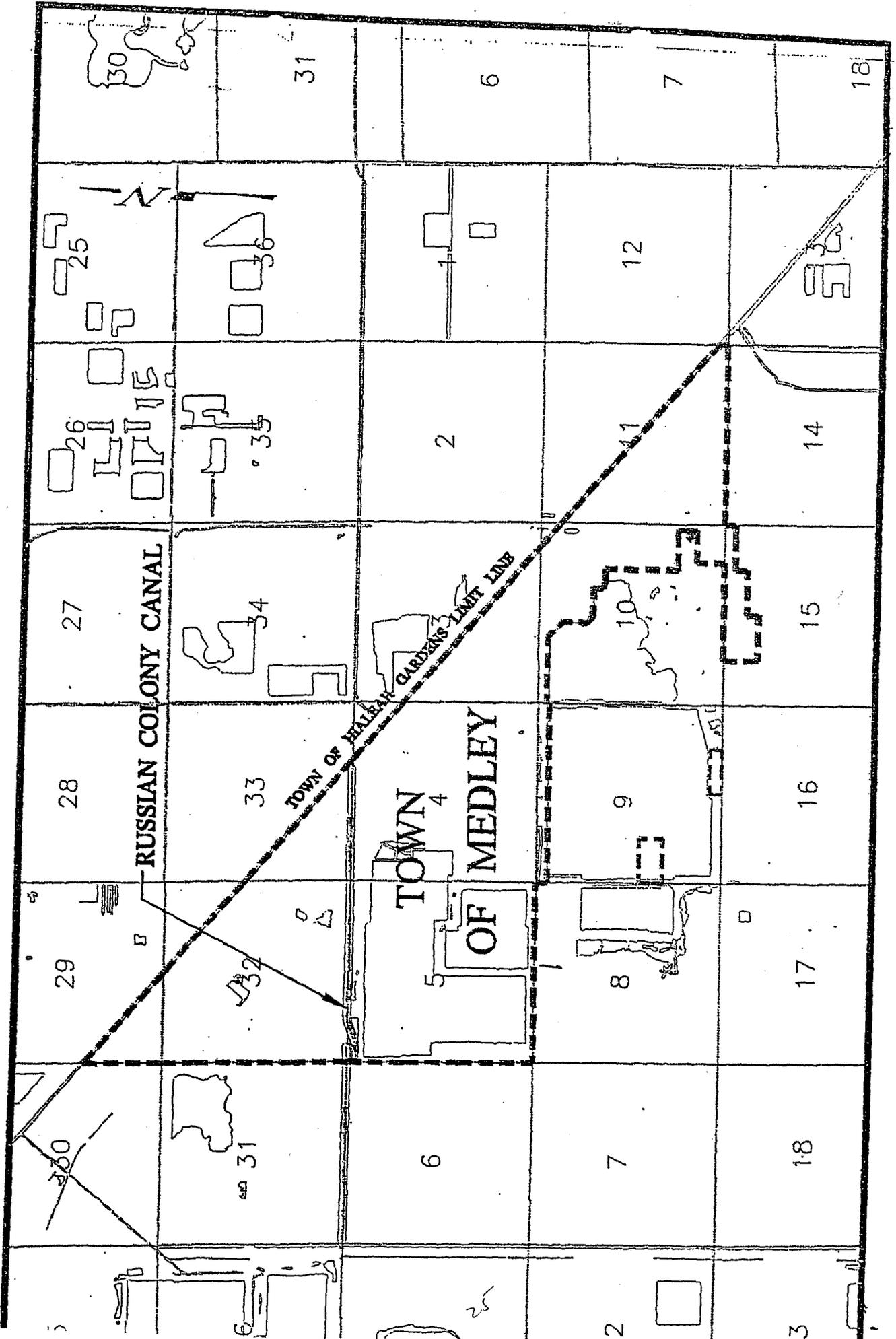
HARVEY RUVIN, CLERK

Attest:

By: [Signature] 12-28-99
Deputy Clerk Date



ATTACHMENT "A"



ATTACHMENT "B"
MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY)
AND TOWN OF MEDLEY (TOWN)
SHARED COSTS ON SHARED DRAINAGE SYSTEMS

Fiscal Year Budget October 1999 - September 2000

Summary:

Russian Colony Canal Maintenance Estimated Cost
 At stated Level of Service (LOS) without Triploid Grass Carp

Task	Level of Service Cycles/Year	Cost/Year
Culverts above	2	By Town ¹
Culverts below	1	\$ 5,500
Slope Mowing	3	By Town ¹
Chemical	1	\$ 8,334
(Additional Chemical Treatment on call by the Town at the same unit price)		on call ³
Obstruction	1	<u>\$ 1,600</u> ² on call
Sub-Total for FY 99-2000		\$15,434
Total with recommended LOS for Chemical Treatment ³		\$32,102

¹ The Town will provide these services and not incur this cost through the County.

² The Town may elect to remove obstructions with Town resources, and not incur this cost through the County, or County resources will provide this service at the stated cost basis. Either the Town or the County may call for obstruction removal.

³ The County's recommended Level of Service is 3 Treatments/Year.

SHARING OF COSTS (Based on reduced chemical treatment level of service):

Town's Share	61% of \$15,434	\$ 9,415
Utility's Share	39% of \$15,434	<u>\$ 6,019</u>
Total		\$ 15,434 ⁴

⁴NOTE: The CITY and the UTILITY will each pay their share of the actual expenses incurred, not exceeding the above amount.

7331 Northwest 74th Street
Medley, Florida 33166-2488



Town Clerk
Herlina Taboada

(305) 887-9541, Ext
Fax: (305) 884-48

"The Perfect Location for Industrial Development"

CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT
COPY OF RESOLUTION NO. C-727, AS PASSED AND ADOPTED BY THE
TOWN COUNCIL OF THE TOWN OF MEDLEY, FLORIDA ON THE 6th
DAY OF December 1999.

TOWN OF MEDLEY, FLORIDA

BY: Herlina Taboada
HERLINA TABOADA
TOWN CLERK

RESOLUTION C-727

A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF MEDLEY, FLORIDA, APPROVING, AND AUTHORIZING MAYOR JACK MORROW TO SIGN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF MEDLEY STORMWATER UTILITY AND THE MIAMI-DADE COUNTY STORMWATER UTILITY; REPEALING CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the existing Interlocal Agreement providing for the maintenance of the Russian Colony Canal on a pro-rata basis between the Town of Medley Stormwater Utility ("Utility") and the Miami-Dade County Stormwater Utility ("County Utility") has expired; and,

WHEREAS, the County Utility has proposed a new Interlocal Agreement providing for the maintenance of the Russian Colony Canal, a copy of which is attached hereto; and,

WHEREAS, it is in the best interest of the Town of Medley, its residents, and the general public to approve and authorize the Mayor to execute the new Interlocal Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MEDLEY, FLORIDA, AS FOLLOWS:

SECTION I.: The foregoing recitals are true and correct and are a part of this Resolution.

SECTION II.: That the Interlocal Agreement, as attached hereto between the Town of Medley Stormwater Utility and the Miami-Dade County Stormwater Utility be and the

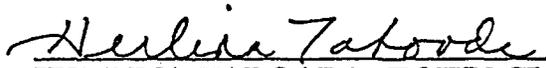
same is hereby approved and the Mayor is authorized to execute such Agreement on behalf of the Town.

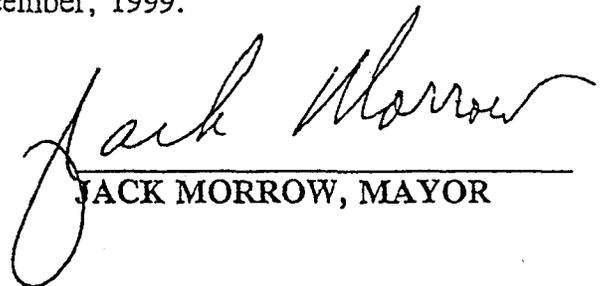
SECTION III.: CONFLICTS. Any and all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed insofar as they are inconsistent or in conflict herewith.

SECTION IV.: SEVERABILITY. Should any section, paragraph, sentence, phrase, clause or other part of any provision of this Resolution be declared by a court of competent jurisdiction to be invalid, unlawful, or unconstitutional, the same shall not affect the validity of this Resolution as a whole or any part thereof and to that extent, the terms of this Resolution are hereby declared to be severable.

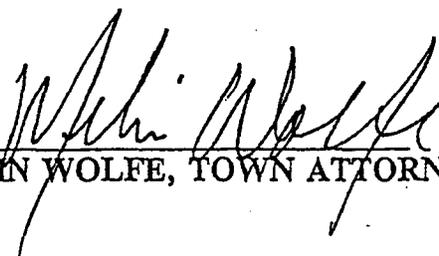
SECTION V: EFFECTIVE DATE. That this Resolution shall become effective immediately upon its passage and adoption by majority vote of the Town Council of the Town of Medley.

PASSED AND ADOPTED BY unanimous VOTE of the Town Council of the Town of Medley, Florida this 6th day of December, 1999.


HERLINA TABOADA, TOWN CLERK


JACK MORROW, MAYOR

Approved as to form and sufficiency:


MELVIN WOLFE, TOWN ATTORNEY

SUMMARY OF VOTE

The motion to adopt the foregoing Resolution was made by Benedetto and seconded by Quin and on roll call, the following vote was had:

Mayor Jack Morrow:	yes
Vice-Mayor Carlos Benedetto:	yes
Councilperson Kiki Quin:	yes
Councilperson Eugenio Advincula:	yes
Councilperson Mary Tanner:	yes

Attachment “B”

Projected Shared Costs for Fiscal Year October 2002 –
September 2003 Pursuant to the Requirements of an
Interlocal Agreement Between the Town of Medley
and the Miami-Dade County Stormwater Utility

ATTACHMENT "B"
MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY)
AND TOWN OF MEDLEY (TOWN)
SHARED COSTS ON SHARED DRAINAGE SYSTEMS

Fiscal Year Budget October 2002 - September 2003

Summary:

Russian Colony Canal Maintenance Estimated Cost
 At stated Level of Service (LOS) without Triploid Grass Carp

Task	Level of Service Cycles/Year	Cost/Year
Culverts above	0	\$ 0 ¹
Culverts below	1	\$ 3,800
Slope Mowing	0	\$ 0
Chemical	1	\$10,400
Obstruction	1	<u>\$ 800²</u>
Total (at recommended level of service)		\$15,000

¹ The Town will provide these services and not incur this cost through the County.

² The Town may elect to remove obstructions with Town resources, and not incur this cost through the County, or County forces will provide this service at the stated cost basis. Either the Town or the County may call for obstruction removal.

SHARING OF COSTS (Based on stated chemical treatment level of service):

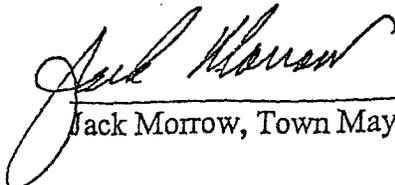
Town's Share	61% of \$15,000	\$ 9,150
Utility's Share	39% of \$15,000	<u>\$ 5,850</u>

Total **\$15,000**

NOTE: The CITY and the UTILITY will each pay their share of the actual expenses incurred, not exceeding the above amount.

This attachment "B" is agreed upon and accepted by the party signing below:

Town of Medley, Florida



 Jack Morrow, Town Mayor

Date July 2, 2002

Attachment “B”

Projected Shared Costs for Fiscal
Year October 2003 – September 2004
Pursuant to the Requirements of an
Interlocal Agreement Between the Town of
Medley and the Miami-Dade County Stormwater
Utility

ATTACHMENT "B"

TOWN OF MEDLEY (TOWN)
AND THE
MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY)

SHARED COSTS ON SHARED DRAINAGE SYSTEMS
Fiscal Year Projected Budget October 1, 2003 - September 30, 2004

A. CANAL MAINTENANCE

Russian Colony Canal Maintenance Estimated Cost
At stated Level of Service (LOS) without Triploid Grass Carp

Task	Level of Service Cycles/Year	Cost/Year	Total
Culverts above	0	\$ 0 ¹	
Culverts below	1	\$ 2,800	
Slope Mowing	0	\$ 0 ¹	
Chemical	1	\$10,700	
Obstruction	1	\$ 800 ²	
SUB-TOTAL (at recommended level of service)		\$14,300	
SHARING OF COSTS (canal maintenance, based on level of service):			
Town's Share	61% of \$14,300		\$8,723
Utility's Share	39% of \$14,300	\$5,577	

TOTAL for FY 2003-2004	\$8,723
-------------------------------	----------------

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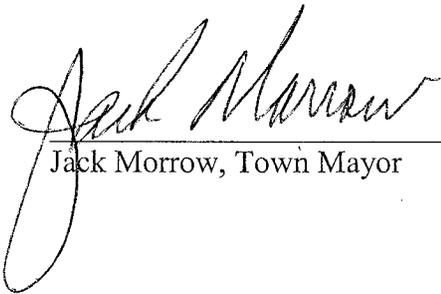
NOTE: The TOWN and the UTILITY will each pay their share of the actual expenses incurred, not exceeding the above amount.

TOWN OF MEDLEY FY 2003-2004

Page 2

This Attachment "B" is agreed upon and accepted by the parties signing below:

Town of Medley, Florida



Jack Morrow, Town Mayor

10-27-03

Date

George M. Burgess
Miami-Dade County Manager

Date

ATTACHMENT "B"

TOWN OF MEDLEY (TOWN)
AND THE
MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY)

SHARED COSTS ON SHARED DRAINAGE SYSTEMS
Fiscal Year Projected Budget October 1, 2003 - September 30, 2004

A. CANAL MAINTENANCE

Russian Colony Canal Maintenance Estimated Cost
At stated Level of Service (LOS) without Triploid Grass Carp

Task	Level of Service Cycles/Year	Cost/Year	Total
Culverts above	0	\$ 0 ¹	
Culverts below	1	\$ 2,800	
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Chemical	1	\$10,700	
Obstruction	1	\$ 800 ²	
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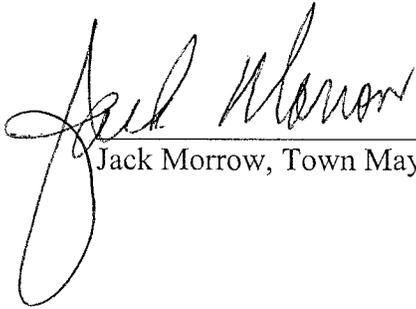
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TOWN OF MEDLEY FY 2003-2004

Page 2

This Attachment "B" is agreed upon and accepted by the parties signing below:

Town of Medley, Florida



Jack Morrow, Town Mayor

10-27-03

Date

George M. Burgess
Miami-Dade County Manager

Date