Memorandum

MIAMI-DADE COUNTY

Date: November 17, 2009

To: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

Agenda Item No.8(D)(1)(B)

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the Execution of an Interlocal Agreement between the City of South Miami and the Miami-Dade County Stormwater Utility for Stormwater Management

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Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the execution of an interlocal agreement for stormwater management between the City of South Miami ("the City") and the Miami-Dade County Stormwater Utility ("the Utility"). This new five (5) year agreement will replace the current agreement on October 1, 2009, and will remain in effect until September 30, 2014.

Scope

The City of South Miami is in Miami-Dade County Commission District 7 (Comm. Gimenez).

Fiscal Impact/Funding Source

The City shall be responsible for an estimated annual total of $38,902 in shared costs and the Utility shall be responsible for an estimated annual total of $29,068. For the five (5) year term of the agreement, the City's total will not exceed $194,510, and the Utility's total will not exceed $145,340. Without the proposed interlocal agreement, the County would be responsible for all costs.

Track Record/Monitor

The Director of the Department of Environmental Resources Management will monitor this agreement.

Background

On June 18, 1991, the BCC adopted Ordinance No. 91-66, creating the Miami-Dade County Stormwater Utility and establishing a uniform approach to stormwater management in Miami-Dade County. The municipalities were subsequently given the option to become part of the Utility or to create their own local stormwater utility that provides a dedicated source of stormwater funding in accordance with Section 403, Florida Statutes.

On October 3, 2000, the City of South Miami adopted Resolution R-1045-00, creating stormwater management regulations within their municipal code with their own stormwater utility as the funding source.

On July 28, 2009, the City passed and adopted Resolution No. 122-09-12931 (Attachment A), approving a new five (5) year interlocal agreement for stormwater management between the City and the Utility. The proposed new agreement (Attachment B) replaces the current agreement which expires September 30, 2009, and continues the relationships and responsibilities for the operation and maintenance of stormwater systems shared by the City of South Miami and the Miami-Dade County Stormwater Utility.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: November 17, 2009

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(D)(1)(B)

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**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) 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(D)(1)(B)
11-17-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SOUTH MIAMI AND THE MIAMI-DADE COUNTY STORMWATER UTILITY FOR STORMWATER MANAGEMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS 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 hereby approves the interlocal agreement between the City of South Miami and the Miami-Dade County Stormwater Utility for stormwater management responsibilities and the use of applicable funds for stormwater management work by the City of South Miami and the Miami-Dade County Stormwater Utility in shared stormwater drainage systems near or within the boundaries of the City of South Miami, commencing October 1, 2009, and expiring September 30, 2014, in substantially the form attached hereto, and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute amendments to this agreement for time extension and to accept additional funds that may become available for this agreement; and authorizes the County Mayor or County Mayor's designee to exercise 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of November, 2009. 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:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Peter S. Tell

EXHIBIT A

RESOLUTION NO.: 122-09-12931

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR ROUTINE CANAL MAINTENANCE FOR THE LUDLAM GLADES AND BROAD CANALS FOR AN AMOUNT OF $38,902 ANNUALLY, TO BE FUNDED FROM THE STORMWATER TRUST FUND ACCOUNT NUMBER 111-1730-541-6491; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission of the City of South Miami, Florida, wish to provide routine canal maintenance along the Miami-Dade County canal (Ludlam Glades and Broad Canal) systems within the City; and

WHEREAS, an interlocal agreement has been created between Miami-Dade County and the City of South Miami for the purpose of sharing the cost for the routine maintenance; and

WHEREAS, Miami-Dade County shall provide canal maintenance services as set forth in the interlocal agreement for the Ludlam Glades canal, from SW 52nd St. to SW 80th St. and for the Broad Canal from south side of SW 58th St. culvert to SW 64th St.;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OT THE CITY OF SOUTH MIAMI, FLORIDA THAT:

Section 1: The City Commission authorizes the City Manager to enter into an agreement with Miami-Dade County for the routine canal maintenance of the Ludlam Glades and broad canals.

Section 2: The City Commission authorizes the City Manager to expend an amount of $38,902 annually for the next five (5) year's stormwater budget starting FY2009-2010 stormwater trust fund account number 111-1730-541-6491 for the scope of work defined in attachment "B" of the interlocal agreement.

Section 3: The attached exhibit is incorporate by reference into this resolution.

PASSED AND ADOPTED this 28th day of July, 2009.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

READ AND APPROVED AS TO FORM:

CITY ATTORNEY

COMMISSION VOTE:	4-0
Mayor Feliu:	absent
Vice Mayor Beasley:	Yea
Commissioner Palmer:	Yea
Commissioner Newman:	Yea
Commissioner Sellars:	Yea

MIAMI-DADE COUNTY, FLORIDA

EXHIBIT B

FIVE (5) YEAR
INTERLOCAL AGREEMENT

between

THE CITY OF SOUTH MIAMI
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY
FOR
STORMWATER MANAGEMENT

MIAMI-DADE COUNTY
STORMWATER UTILITY (305) 372-6656
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT
701 NORTHWEST FIRST COURT, SUITE 400
MIAMI, FL 33136

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FIVE (5) YEAR
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF SOUTH MIAMI (CITY)
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY)
FOR STORMWATER MANAGEMENT

THIS FIVE (5) YEAR 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 City of South Miami, a Florida Municipal Corporation, through its governing body, the South Miami City Commission of the City of South Miami, Florida [hereinafter sometimes referred to as "CITY",] is entered into as follows:

WITNESSETH

WHEREAS, Section 403.0893, Florida Statutes (F.S.), 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 CITY, through this Agreement, to establish relationships and responsibilities for the maintenance of shared stormwater systems by the CITY and the UTILITY; and

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

WHEREAS, the UTILITY and the CITY 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:

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ARTICLE I
PURPOSES

The UTILITY and the CITY 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 and repair shared stormwater systems located within the limits of the drainage service areas in accordance with the approved plans. These include maintaining canals, and any required maintenance of flow control structures and stormwater pump stations and their mechanical and electrical components; maintaining stormwater systems as determined by conditions of the system, prevailing environmental conditions, and the level of service established.

(8) to provide a mechanism for the UTILITY and the CITY to share and allocate the cost of maintaining and repairing 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 CITY 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.

City Stormwater Utility Budget shall mean the CITY'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 CITY'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 Plans.

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

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

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

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

Capital Outlays shall mean expenses budgeted by the CITY and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered non-reoccurring and producing a long term benefit to the users. The yearly charges allocable to the CITY or to the UTILITY shall be that amount prorated, plus interest charges and administrative fees, for no longer than the calculated useful life of the capitalized item in no case exceeding 20 years. A separate Interlocal Agreement is required for any approved Capital Outlays that may be amortized beyond the life of this Agreement.

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

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.

Maintenance is defined by, and limited to, the tasks listed in the Attachment "B" or other related stormwater drainage tasks agreed to by both parties' Project Managers.

Project Manager shall mean the persons designated by the CITY 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 between the Project Managers.

ARTICLE III
STATEMENT OF WORK

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

The CITY shall maintain and repair shared stormwater systems located within the limits of the drainage service areas in accordance with this Agreement and the CITY's stormwater management plan. The CITY shall be responsible for maintaining aesthetic conditions only on canals and other water bodies within the City's boundary by providing for litter and minor debris removal as needed.

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

The CITY's relative stormwater runoff contribution to the UTILITY's shared drainage system and the UTILITY's relative stormwater runoff contribution to the shared drainage system is depicted in Attachment "A".

ARTICLE IV
TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of five (5) years commencing on October 1, 2009 and ending on September 30, 2014, 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 its decision to terminate this Agreement.

ARTICLE V
CITY AND UTILITY RESPONSIBILITIES

A. Upon the request of either the CITY 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 CITY 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 2009-2010, and after approval of the Agreement, the costs allocable to the CITY 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". Estimated total expenditures for the five (5) year term of this Agreement are also included and shall not be exceeded.

D. The tasks and levels of service set forth in Attachment "B" may be adjusted by the UTILITY due to prevailing environmental conditions, maintenance needs, or ownership, provided that the total annual estimated expenditures are not exceeded. If the tasks and level of service must be adjusted in such a manner that the annual estimated expenditure will be exceeded in any given year, then prior written approval by both parties' Project Managers must be obtained. However, the total five-year cost of the Agreement shall not be exceeded.

E. Payments by the CITY are to be made within 30 days after the bill presentation. In the event of a dispute on the billed amount, the CITY 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 CITY, as indicated under Article V (H) of this Agreement. The UTILITY shall reimburse the CITY for any amounts determined to have been overpaid by the CITY within 30 days after verification of the overpayment by the UTILITY.

F. The CITY and the UTILITY shall maintain financial records for 5 years pertaining to this Agreement, and shall make them available for inspection and copying at the place where the records are maintained within a reasonable time after receiving a records request.

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

H. The CITY 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 CITY and the UTILITY. No person or entity other than the CITY or the UTILITY shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

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ARTICLE VII
DEFAULT

CITY Event of Default

Without limitation, the failure by the CITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "CITY event of default". The UTILITY shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. The UTILITY may terminate this Agreement immediately after issuing written notice of default to the CITY.

If a CITY event of default occurs, 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 CITY are terminated, effective upon such date as is designated by the UTILITY.

2. Any and all rights and remedies 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". The CITY shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. The CITY may terminate this Agreement immediately after written notice of default to the UTILITY.

If a UTILITY event of default occurs, the CITY 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 CITY.

2. Any and all rights and remedies 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 CITY 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 hereto any rights or remedies under or by reasons of this Agreement.

ARTICLE XII
REPRESENTATION OF CITY

The CITY represents that this Agreement has been duly authorized, executed and delivered by the City Commission of the City of South Miami, as the governing body of the CITY and it has the required power and authority to perform this Agreement and has granted the City Manager or the City Manager's Designee 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 Mayor or the Mayor's Designee 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 this 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

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

The UTILITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the CITY. 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 CITY.

ARTICLE XVII
INDEMNIFICATION

The CITY shall indemnify and hold harmless the UTILITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's 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 CITY or its employees, agents, servants, partners, principals or subcontractors. CITY 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, judgements 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 CITY shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of $100,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the CITY 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 CITY.

The UTILITY does hereby agree to indemnify and hold harmless the CITY 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 judgement by any one person which exceeds the sum of $100,000, or any claim or judgements or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the UTILITY. However, nothing herein shall be deemed to indemnify the CITY from any liability or claim arising out of the negligent performance or failure of performance of the CITY or any unrelated third party.

IN WITNESS THEREOF, the parties hereto through their duly authorized representatives hereby execute this Agreement.

Attest:

CITY OF SOUTH MIAMI, FLORIDA
6130 Sunset Drive
South Miami, FL 33143
Attn: Ajibola Balogun, City Manager
(305) 668-2510

Maria M. Menendez 07/30/09
City Clerk Date

Authorized signature on behalf
of the City of South Miami, Florida.

By: ABalogun 07/29/09
City Manager Date

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA AS GOVERNING BODY OF THE MIAMI-DADE COUNTY STORMWATER UTILITY

By: _____ _____
Mayor or Mayor's Designee Date

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

HARVEY RUVIN, CLERK
Attest:

By: _____ _____
Deputy Clerk Date

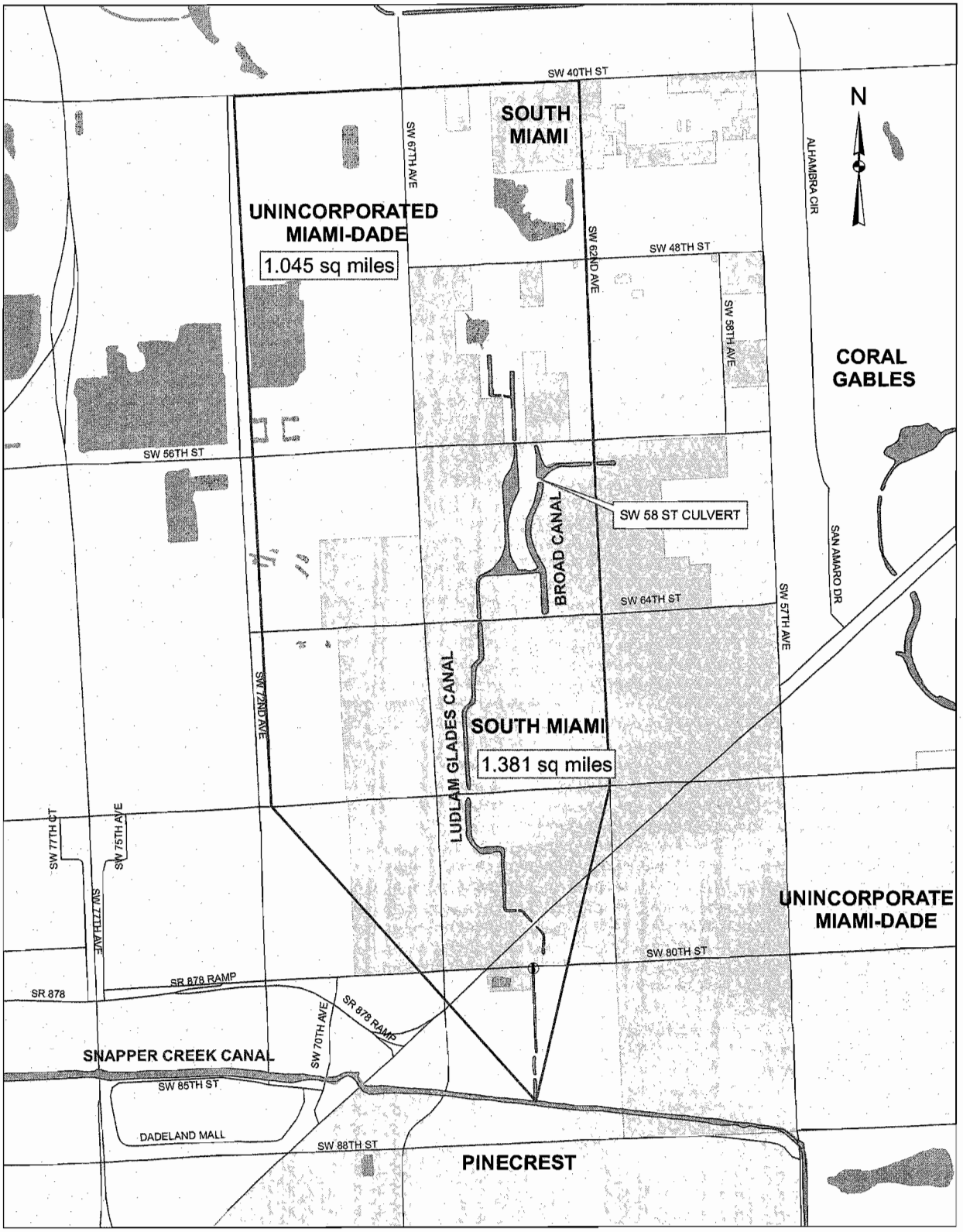
ATTACHMENT "A"

CITY OF SOUTH MIAMI
CANAL DRAINAGE AREAS and % SHARE

CANALS	DRAINAGE AREA (SQ MILES)	% SHARE
LUDLAM GLADES CANAL		
1. City of South Miami	1.381	57%
2. Miami-Dade County	1.045	43%

BROAD CANAL
Same percent share as above

CITY OF SOUTH MIAMI
CANALS AND DRAINAGE AREAS



LEGEND

- ① Ludlam Glades Structure
- Drainage Basin Boundary
- City of South Miami
- Unincorporated Miami-Dade

TOTAL DRAINAGE AREA = 2.426 sq miles

0 750 1,500 3,000 4,500 6,000 Feet

Map: SouthMiami.mdx / File:SouthMiami.pdf
Date:03/19/2009 / By: MP

ATTACHMENT "B"
City of South Miami 2009/10 to 2013/14

Canal Maintenance Estimated Costs

Selected Level of Service Shown Shaded

Culvert Cleaning - Above Water

Culverts	Canal	Cycles per Year 1	2	3	4	% Share	Cost
	Ludlam Glades Canal	$2,000	$4,000	$6,000	$8,000	57%	$2,280
	SW 58 St Culvert (bet. SW 63 Ave & 63 Ct)*		$200			100%	$200
	sub-total	$2,000	$4,200	$6,000	$8,000		$2,480

City Cost at Current Level of Service **$2,480**

Culvert Cleaning - Below Water

Culverts	Canal	Cycles per Year 1	2	3	4	% Share	Cost
	Ludlam Glades Canal	$5,000	$10,000	$15,000	$20,000	57%	$2,850
	SW 58 St Culvert (bet. SW 63 Ave & 63 Ct)*	$170				100%	$170
	sub-total	$5,170	$10,000	$15,000	$20,000		$3,020

City Cost at Current Level of Service **$3,020**

Mechanical Harvesting (submerged, emergent, and bank acres treated)

Acres	Canal	Cycles per Year 1	2	3	4	% Share	Cost
	Ludlam Glades Canal						
	Broad Canal (south of SW 58 St culvert)						
	sub-total	$0	$0	$0	$0		$0

City Cost at Current Level of Service **$0**

Chemical/Herbicide Treatment (submerged, emergent, and bank acres treated)

Acres	Canal	Cycles per Year 1	2	3	4	% Share	Cost
	Ludlam Glades Canal	$10,500	$21,000	$31,500	$42,000	57%	$23,940
	Broad Canal (south of SW 58 St culvert)	$2,650	$5,300	$7,950	$10,600	57%	$6,042
	sub-total	$13,150	$26,300	$39,450	$52,600		$29,982

City Cost at Current Level of Service **$29,982**

ATTACHMENT "B"
City of South Miami 2009/10 to 2013/14

Mowing - Flat

Acres	Canal	Cycles per Year 1	2	3	4	% Share	Cost
	Ludlam Glades Canal				$0		
	Broad Canal (south of SW 58 St culvert)				$0		
	sub-total	$0	$0	$0	$0		$0

City Cost at Current Level of Service **$0**

Mowing - Slope

Acres	Canal	Cycles per Year 1	2	3	4	% Share	Cost
	Ludlam Glades Canal	$500	$1,000	$1,500	$2,000	57%	$1,140
	sub-total	$500	$1,000	$1,500	$2,000		$1,140

City Cost at Current Level of Service **$1,140**

Obstruction Removal (contingency)

Hours	Canal	Cycles per Year 1	2	3	4	% Share	Cost
	Ludlam Glades Canal	$2,000	$4,000	$6,000	$8,000	57%	$1,140
	Broad Canal (south of SW 58 St culvert)	$2,000	$4,000	$6,000	$8,000	57%	$1,140
	sub-total	$4,000	$8,000	$12,000	$16,000		$2,280

City Cost at Current Level of Service **$2,280**

TOTAL ANNUAL COST	**$67,970**	
MDC UTILITY ANNUAL COST	**$29,068**	Annual
MDC UTILITY 5 YEAR COST	**$145,340**	5 Year
MUNICIPALITY ANNUAL COST	**$38,902**	Annual
MUNICIPALITY 5 YEAR COST	**$194,510**	5 Year

Level of Service and Cost Estimates Provided by Miami-Dade County Public Works Department

Does not include aesthetic cleaning such as debris or litter removal

Costs are not to exceed the total annual amounts and are subject to change based on environmental conditions and COLA

*NOTE: Miami-Dade County is not responsible for structural maintenance of culvert pipe or headwall. IA maintenance is limited to maintaining hydraulic flow through the culvert.