Memorandum

MIAMI-DADE COUNTY

Date: November 8, 2012

Agenda Item No. 8(M)(5)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

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

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of an interlocal agreement for stormwater management between the Town of Cutler Bay ("the Town") and the Miami-Dade County Stormwater Utility. The term of this five (5) year agreement is from October 1, 2012 to September 30, 2017.

Scope

The Town of Cutler Bay is in Commissioner Bell's District 8.

Fiscal Impact/Funding Source

Under the proposed agreement, the Town of Cutler Bay shall reimburse the County up to $124,789 annually for canal maintenance costs. For the five (5) year term of the agreement, the Town of Cutler Bay's total will not exceed $623,945. Without this agreement, the County would be responsible for all costs.

Track Record/Monitor

The Stormwater Utility Section Manager within the Department of Regulatory and Economic Resources, Curt Williams, will be responsible for monitoring the proposed agreement.

Background

On June 18, 1991, the Board adopted Ordinance No. 91-66, creating the Miami-Dade County Stormwater Utility and establishing a uniform approach to stormwater management. Stormwater utility fees collected in Miami-Dade County provide the funding for stormwater management, which includes the construction, operation and maintenance of stormwater conveyance systems.

On December 19, 2007, the Town of Cutler Bay Council adopted Ordinance No. 07-29, creating stormwater management regulations within their municipal code and establishing their own stormwater utility as its funding source.

County-owned canals that provide drainage service to the Town of Cutler Bay and its residents remain the property and responsibility of the County. The costs to maintain the County's canals that provide a drainage benefit to the Town can be shared between the County and the Town through an interlocal agreement, which can establish the responsibilities for the operation, maintenance and cost-sharing of stormwater systems.

On April 2, 2008, the Town of Cutler Bay signed a five (5) year interlocal agreement with the Miami-Dade County Stormwater Utility that expires September 30, 2012.

On August 15, 2012, the Town of Cutler Bay Council approved the proposed five (5) year interlocal agreement (Exhibit A) under Resolution No. 12-39 (Exhibit B). The term of the proposed interlocal agreement is October 1, 2012 to September 30, 2017 and will replace the agreement expiring September 30, 2012. The October 1, 2012 start date was agreed for ease of budgeting, tracking, invoicing, and other tasks related to the fiscal year period.

Under the proposed interlocal agreement, the Town of Cutler Bay will reimburse Miami-Dade County for the Town's share of any canal maintenance costs incurred by the County from October 1, 2012 to September 30, 2017.

Similar interlocal agreements are currently in effect between the County and at least ten (10) other municipalities.

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: November 8, 2012

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

SUBJECT: Agenda Item No.8(M)(5)

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(M)(5)
11-8-12

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF CUTLER BAY AND THE MIAMI-DADE COUNTY STORMWATER UTILITY FOR STORMWATER MANAGEMENT; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS 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 hereby authorizes the Mayor or Mayor's designee to execute the interlocal agreement between the Town of Cutler Bay and the Miami-Dade County Stormwater Utility for stormwater management responsibilities and the use of applicable funds for stormwater management work by the Town of Cutler Bay and the Miami-Dade County Stormwater Utility in shared stormwater drainage systems near or within the boundaries of the Town of Cutler Bay, commencing October 1, 2012 and expiring September 30, 2017, in substantially the form attached hereto, and made a part hereof; authorizes the Mayor or Mayor's designee to execute amendments to this agreement that are reasonably necessary to implement the intent of this agreement; and authorizes the Mayor or 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:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of November, 2012. 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. ASR
Abbie Schwaderer-Raurell

EXHIBIT A

MIAMI-DADE COUNTY, FLORIDA

FIVE (5) YEAR INTERLOCAL AGREEMENT

between

THE TOWN OF CUTLER BAY
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY
FOR
STORMWATER MANAGEMENT

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

FIVE (5) YEAR
INTERLOCAL AGREEMENT
BETWEEN
THE TOWN OF CUTLER BAY (TOWN)
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 Town of Cutler Bay, a Florida Municipal Corporation, through its governing body, the Cutler Bay Town Council of the Town of Cutler Bay, Florida [hereinafter sometimes referred to as "TOWN",] 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 TOWN, through this Agreement, to establish relationships and responsibilities for the maintenance of shared stormwater systems by the TOWN and the UTILITY; and

WHEREAS, the UTILITY and the TOWN recognize that there are operating costs, as well as benefits, associated with maintaining 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 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 TOWN 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 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 Plans.

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 further identified in Attachment "A".

Costs allocable to the TOWN 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 TOWN based on the TOWN'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 TOWN 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 TOWN.

Operating Outlays shall mean expenses budgeted by the TOWN 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 TOWN 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 TOWN 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 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 between 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 TOWN shall maintain and repair shared stormwater systems located within the limits of the drainage service areas in accordance with this Agreement and the TOWN's stormwater management plan. The TOWN shall be responsible for maintaining aesthetic conditions only on canals and other water bodies within the TOWN's boundary by providing for litter and minor debris removal as needed, flat and slope mowing, and culvert cleaning above water at no cost to the County.

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 TOWN'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, 2012 and ending on September 30, 2017, 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
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 2012-2013, and after approval of the Agreement, 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". 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 with prior notice to the TOWN due to prevailing environmental conditions, maintenance needs, or ownership, provided that the total annual estimated expenditures are not exceeded. The TOWN may also request modifications to the tasks or level of services set forth in Attachment "B". Any such work requested by the TOWN shall commence within reasonable time after the request has been made to the UTILITY. 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 TOWN are to be made within 30 days after the bill presentation. In the event of a dispute on the billed 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. Upon resolution of the dispute, payments by the TOWN are to be made within 30 days. In the event of an overpayment by the TOWN, the UTILITY shall reimburse the TOWN within 30 days after verification of the overpayment by the UTILITY.

F. The TOWN and the UTILITY shall maintain financial records pertaining to this Agreement for 5 years after the expiration of 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 TOWN 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 TOWN and the UTILITY shall each comply with all applicable regulations, ordinances and laws in effect in the performance of this Agreement.

I. If requested, the UTILITY will provide a tentative yearly maintenance schedule at the beginning of each fiscal year. As an update to the yearly maintenance schedule, the UTILITY will coordinate (via e-mail or telephone) with the TOWN within 48 hours prior to commencing work in the TOWN. The UTILITY contact for maintenance activities will be the Chief of Miami-Dade County Public Works and Waste Management Department's Road, Bridge, Canal, and Mosquito Control Division.

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". The UTILITY shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the UTILITY determines that a TOWN event of default has occurred, the UTILITY shall provide written notice of such default to the TOWN and allow the TOWN a thirty (30) calendar day period to rectify the "TOWN event of default".

In the event that the UTILITY determines that the TOWN event of default has not been rectified, the UTILITY shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to the TOWN 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 TOWN shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the TOWN determines that a UTILITY event of default has occurred, the TOWN shall provide written notice of such default to the UTILITY and allow the UTILITY a thirty (30) calendar day period to rectify the "UTILITY event of default".

In the event that the TOWN determines that the UTILITY event of default has not been rectified, the TOWN shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to the UTILITY are terminated, effective upon such date as is designated by the TOWN.

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 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

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 TOWN

The TOWN represents that this Agreement has been duly authorized, executed and delivered by the Town Council of the Town of Cutler Bay, as the governing body of the TOWN and it has the required power and authority to perform this Agreement and has granted the TOWN Manager or the TOWN 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 TOWN shall perform all work and services described herein 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.

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 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.

ARTICLE XVII
INDEMNIFICATION

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 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 TOWN or its employees, agents, servants, partners, principals or subcontractors. 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, 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 TOWN 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 $200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the TOWN arising out of the same incident or occurrence, exceed the sum of $300,000 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 does hereby agree to indemnify and hold harmless the TOWN 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 $200,000, or any claim or judgements or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $300,000 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 TOWN from any liability or claim arising out of the negligent performance or failure of performance of the TOWN or any unrelated third party.

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

Attest:

TOWN OF CUTLER BAY, FLORIDA
10720 Caribbean Boulevard, Suite 105
Cutler Bay, FL 33189
Attn: Mr. Ralph Casals, Town Manager
(305) 234-4262

Town Clerk — Date 8/23/12

Authorized signature on behalf of the Town of Cutler Bay, Florida.

By: Rafael Casals — Town Manager — Date 8/22/12

Town Resolution # 12-39

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"

A.1 - Percent Share Calculation Table

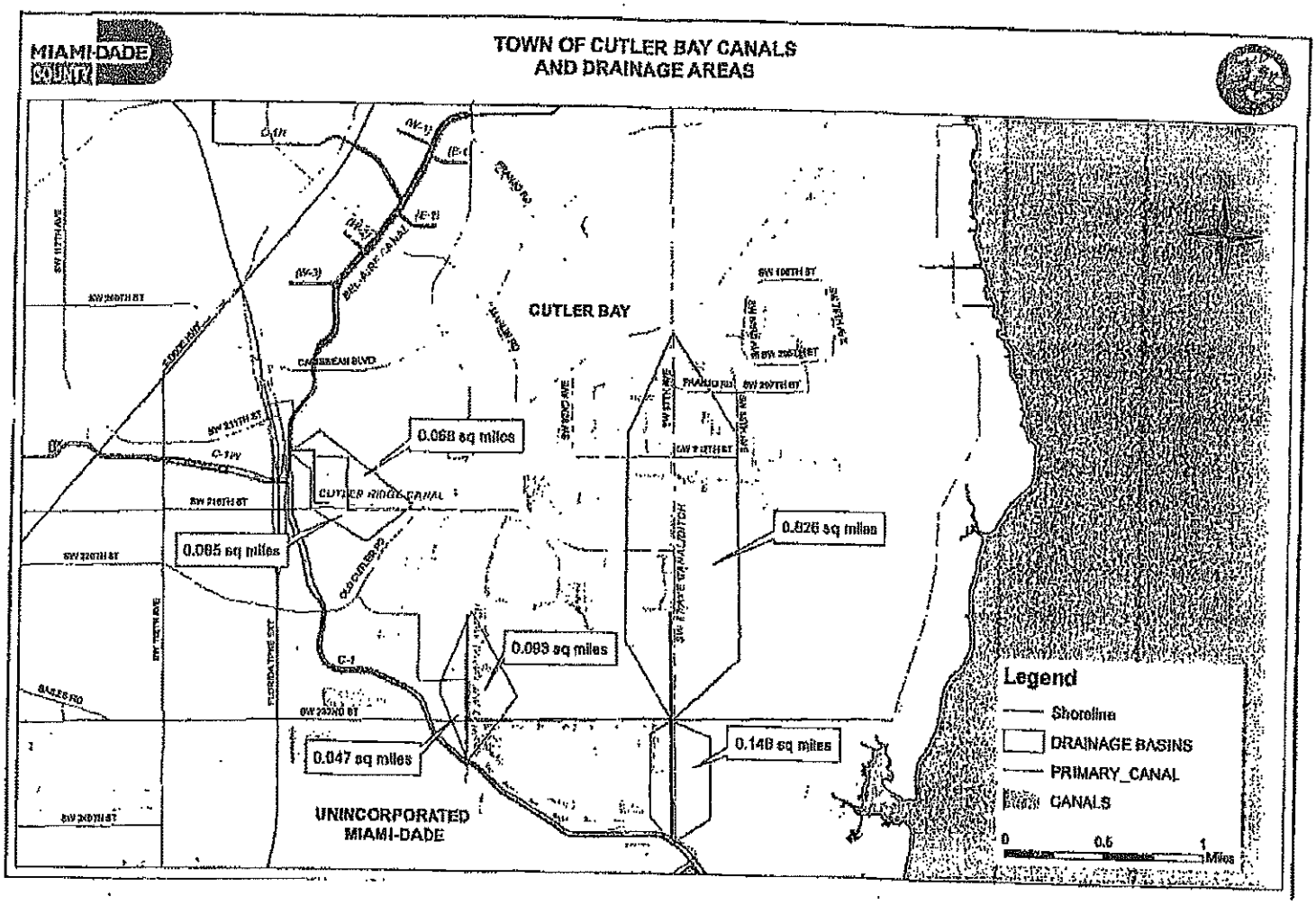
A.2 - Canals and Drainage Basins Map

ATTACHMENT "A.1"

TOWN OF CUTLER BAY
CANAL DRAINAGE AREAS and % SHARE

CANAL	DRAINAGE AREAS (SQ MILE)	% SHARE
BEL-AIRE CANALS (W-1, W-2, W-3, E-1, E-2)		
1. Cutler Bay	Fully Enclosed	100%
CUTLER RIDGE CANAL		
1. Cutler Bay	0.068	44%
2. Miami-Dade County	0.085	56%
SW 97 AVENUE CANAL/DITCH		
1. Cutler Bay	0.093	66%
2. Miami-Dade County	0.047	34%
SW 87 AVENUE CANAL/DITCH		
1. Cutler Bay	0.826	85%
2. Miami-Dade County	0.148	15%

ATTACHMENT A.2



ATTACHMENT "B"

Five (5) Year Cost Share Table

(see attached exhibit)

ATTACHMENT "B"

Town Of Cutler Bay
Canal Maintenance Proposed Cost Estimates FY 2012/13 - 2016/17

Proposed Levels of Service Shown Shaded

Culvert Cleaning - Above Water[1]

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Bel Aire W-1	$0	$0	$0	$0	100%	$0
Bel Aire W-2	$0	$0	$0	$0	100%	$0
Bel Aire W-3	$0	$0	$0	$0	100%	$0
Bel Aire E-1	$0	$0	$0	$0	100%	$0
Bel Aire E-2	$0	$0	$0	$0	100%	$0
Cutler Ridge Canal	$0	$0	$0	$0	44%	$0
S.W. 97 Ave. Ditch	$0	$0	$0	$0	66%	$0
S.W. 87 Ave. Ditch	$0	$0	$0	$0	85%	$0
sub-total	$0	$0	$0	$0		$0

Town's Annual Cost at Proposed Level of Service $0

Culvert Cleaning - Below Water

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Bel Aire W-1	$0	$0	$0	$0	100%	$0
Bel Aire W-2	$0	$0	$0	$0	100%	$0
Bel Aire W-3	$0	$0	$0	$0	100%	$0
Bel Aire E-1	$0	$0	$0	$0	100%	$0
Bel Aire E-2	$0	$0	$0	$0	100%	$0
Cutler Ridge Canal	$924	$1,848	$2,772	$3,696	44%	$813
S.W. 97 Ave. Ditch	$924	$1,848	$2,772	$3,696	66%	$1,220
S.W. 87 Ave. Ditch	$6,468	$12,936	$19,404	$25,872	85%	$10,996
sub-total	$8,316	$16,632	$24,948	$33,264		$13,028

Town's Annual Cost at Proposed Level of Service (2 cycles) $13,028

Mechanical Treatment / Harvesting (submerged, emergent, and bank areas)

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Bel Aire W-1	$2,984	$5,967	$8,951	$11,934	100%	$11,934
Bel Aire W-2	$2,066	$4,131	$6,197	$8,262	100%	$8,262
Bel Aire W-3	$3,902	$7,803	$11,705	$15,606	100%	$15,606
Bel Aire E-1	$3,213	$6,426	$9,639	$12,852	100%	$12,852
Bel Aire E-2	$3,443	$6,885	$10,328	$13,770	100%	$13,770
Cutler Ridge Canal	$0	$0	$0	$0	44%	$0
S.W. 97 Ave. Ditch	$0	$0	$0	$0	66%	$0
S.W. 87 Ave. Ditch	$0	$0	$0	$0	85%	$0
sub-total	$15,606	$31,212	$46,818	$62,424		$62,424

Town's Annual Cost at Proposed Level of Service (4 cycles) $62,424

ATTACHMENT "B"

Town Of Cutler Bay

Canal Maintenance Proposed Cost Estimates FY 2012/13 - 2016/17

Chemical Treatment (submerged, emergent, and bank areas)

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Bel Aire W-1	$709	$1,418	$2,126	$2,835	100%	$2,835
Bel Aire W-2	$547	$1,094	$1,640	$2,187	100%	$2,187
Bel Aire W-3	$871	$1,742	$2,612	$3,483	100%	$3,483
Bel Aire E-1	$749	$1,499	$2,248	$2,997	100%	$2,997
Bel Aire E-2	$790	$1,580	$2,369	$3,159	100%	$3,159
Cutler Ridge Canal	$2,005	$4,010	$6,014	$8,019	44%	$3,528
S.W. 97 Ave. Ditch	$608	$1,215	$1,823	$2,430	66%	$1,604
S.W. 87 Ave. Ditch	$2,633	$5,265	$7,898	$10,530	85%	$8,951
sub-total	$8,910	$17,820	$26,730	$35,640		$28,744

Town's Annual Cost at Proposed Level of Service (4 cycles) **$28,744**

Obstruction Removal (contingency)

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Bel Aire W-1	$206	$412	$618	$824	100%	$412
Bel Aire W-2	$206	$412	$618	$824	100%	$412
Bel Aire W-3	$206	$412	$618	$824	100%	$412
Bel Aire E-1	$206	$412	$618	$824	100%	$412
Bel Aire E-2	$206	$412	$618	$824	100%	$412
Cutler Ridge Canal	$206	$412	$618	$824	44%	$181
S.W. 97 Ave. Ditch	$206	$412	$618	$824	66%	$272
S.W. 87 Ave. Ditch	$206	$412	$618	$824	85%	$350
sub-total	$1,648	$3,296	$4,944	$6,592		$2,863

Town's Annual Cost at Proposed Level of Service (2 cycles) **$2,863**

Emergency Repair / Preventative Mitigation (contingency)

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Bel Aire W-1	$1,500	$3,000	$4,500	$6,000	100%	$3,000
Bel Aire W-2	$1,500	$3,000	$4,500	$6,000	100%	$3,000
Bel Aire W-3	$1,500	$3,000	$4,500	$6,000	100%	$3,000
Bel Aire E-1	$1,500	$3,000	$4,500	$6,000	100%	$3,000
Bel Aire E-2	$1,500	$3,000	$4,500	$6,000	100%	$3,000
Cutler Ridge Canal	$700	$1,400	$2,100	$2,800	44%	$616
S.W. 97 Ave. Ditch	$700	$1,400	$2,100	$2,800	66%	$924
S.W. 87 Ave. Ditch	$700	$1,400	$2,100	$2,800	85%	$1,190
sub-total	$9,600	$19,200	$28,800	$38,400		$17,730

Town's Annual Cost at Proposed Level of Service (2 cycles) **$17,730**

ATTACHMENT "B"

Town Of Cutler Bay
Canal Maintenance Proposed Cost Estimates FY 2012/13 - 2016/17

Mowing - Flat[1]

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Bel Aire W-1	$0	$0	$0	$0	100%	$0
Bel Aire W-2	$0	$0	$0	$0	100%	$0
Bel Aire W-3	$0	$0	$0	$0	100%	$0
Bel Aire E-1	$0	$0	$0	$0	100%	$0
Bel Aire E-2	$0	$0	$0	$0	100%	$0
Cutler Ridge Canal	$0	$0	$0	$0	44%	$0
S.W. 97 Ave. Ditch	$0	$0	$0	$0	66%	$0
S.W. 87 Ave. Ditch	$0	$0	$0	$0	85%	$0
sub-total	$0	$0	$0	$0		$0

Town's Annual Cost at Proposed Level of Service $0

Mowing - Slope[1]

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Bel Aire W-1	$0	$0	$0	$0	100%	$0
Bel Aire W-2	$0	$0	$0	$0	100%	$0
Bel Aire W-3	$0	$0	$0	$0	100%	$0
Bel Aire E-1	$0	$0	$0	$0	100%	$0
Bel Aire E-2	$0	$0	$0	$0	100%	$0
Cutler Ridge Canal	$0	$0	$0	$0	44%	$0
S.W. 97 Ave. Ditch	$0	$0	$0	$0	66%	$0
S.W. 87 Ave. Ditch	$0	$0	$0	$0	85%	$0
sub-total	$0	$0	$0	$0		$0

Town's Annual Cost at Proposed Level of Service $0

TOTAL ANNUAL COST	$137,192	
MDC STORMWATER UTILITY ANNUAL COST	$12,403	
MDC STORMWATER UTILITY 5-YEAR COST	$62,015	
CUTLER BAY ANNUAL COST	$124,789	Annual
CUTLER BAY 5-YEAR COST	$623,945	5-Year

NOTES:

[1] To be performed by the Town, within the Town's boundaries,and at no cost to the County

EXHIBIT B

RESOLUTION NO. 12-39

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE FIVE (5) YEAR INTERLOCAL AGREEMENT BETWEEN THE TOWN OF CUTLER BAY AND THE MIAMI-DADE COUNTY STORMWATER UTILITY FOR STORMWATER MANAGEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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 to renew the Interlocal Agreement of the Utility and the Town through this Agreement attached as Exhibit "A"; and

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

WHEREAS, the Utility and the Town want to share these costs in proportion to the drainage area that service is provided and the benefits received; and

WHEREAS, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

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

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

Section 2. Authorization. The Town Manager is hereby authorized to execute the Five (5) Year Interlocal Agreement between the Town of Cutler Bay and the Miami-Dade County Stormwater Utility for Stormwater Management, in substantially the form attached hereto, as Exhibit "A".

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 15th day of August, 2012.

EDWARD P. MACDOUGALL, Mayor

Attest:

MISSY AROCHA
Interim Town Clerk

TOWN OF CUTLER BAY INCORPORATED 2005 FLORIDA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE TOWN OF CUTLER BAY:

WEISS, SEROTA, HELFMAN, PASTORIZA, COLE & BONISKE, P.L.
Town Attorney

Moved By: Vice Mayor Sochin
Seconded By: Councilmember Mixon

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall	YES
Vice Mayor Ernest N. Sochin	YES
Councilmember Peggy R. Bell	YES
Councilmember Mary Ann Mixon	YES
Councilmember Sue Ellen Loyzelle	YES