

Memorandum



Date: November 1, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 8(L)(8)

From: Carlos A. Gimenez
Mayor

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

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor's designee to execute an Interlocal Agreement for Stormwater Management (Agreement) between the Village of Palmetto Bay (Village) and the Miami-Dade County Stormwater Utility. The Agreement is attached as Exhibit A to the resolution.

Miami-Dade County (County) is responsible for operating and maintaining the Secondary Canal System throughout the entire geographical area of the County. Canals included in this agreement, such as the SW 160 Street Canal, provide drainage and flood protection to residents and properties in the Village. This Agreement will allow the County to be reimbursed on a pro-rata share basis for canal maintenance services performed by the County on secondary canals that provide drainage to the Village. The term of this five-year Agreement is October 1, 2016 to September 30, 2021.

Scope

The Village is within County Commission District 8, which is represented by Commissioner Daniella Levine Cava.

Fiscal Impact/Funding Source

Stormwater Utility fees provide funding for the construction, operation, and maintenance of stormwater conveyance systems. Canals operated and maintained by the County provide drainage service to the County and municipalities, but remain the responsibility of the County.

Pursuant to this Agreement, the total annual cost of routine canal maintenance work to be performed by the County on the SW 160 Street Canal is estimated at \$6,000.00 per year, or \$30,000.00 for the five-year period. The Village's reimbursement to the County is based on the Village's runoff contribution to the canal's drainage basin, as depicted in Attachment A of the Agreement (Drainage Area Map and Percent Share Table). Because the canal is entirely within the Village, the Village will reimburse for 100 percent of the costs incurred by the County.

The County's cost will be funded through the County's Stormwater Utility fees pursuant to Sections 24-51 through 24-51.5 of the Code of Miami-Dade County.

Track Record/Monitor

The Water Management Division Director within the Environmental Resources Management of the Regulatory and Economic Resources Department, Marina Blanco-Pape, P.E., will be responsible for monitoring the proposed Agreement.

Background

On June 18, 1991, the Board adopted County Ordinance No. 91-66, which created the Miami-Dade County Stormwater Utility, and established a uniform Countywide approach to stormwater management. On October 10, 2006, through Resolution No. R-1133-06, the Board exempted the Village from the provisions of the Miami-Dade County Stormwater Utility, thereby allowing the Village to create stormwater management regulations within their municipal code, and create their own stormwater utility.

Subsequently, on October 10, 2006, the Board adopted Resolution No. R-1134-06, approving a five-year interlocal agreement between the Village and the County that established the responsibilities for the operation, maintenance, and cost-sharing of stormwater systems within Village boundaries. That five-year agreement was replaced by another agreement (approved through Resolution No. R-765-11), which expires September 30, 2016. The proposed five-year Agreement runs from October 1, 2016 through September 30, 2021.

On June 6, 2016, the Village Council approved Village Resolution No. 2016-45 (attached as Exhibit B), authorizing the Village Manager to enter into and execute the new five-year Agreement for shared stormwater management between the Village and the County. On June 17, 2016, the Village Manager signed then forwarded the proposed Agreement to the County for execution.



Jack Osterholt
Deputy Mayor

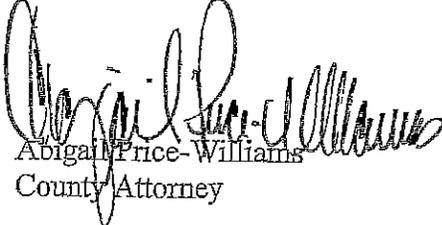


MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: November 1, 2016

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(L)(8)

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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor'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(L)(8)
11-1-16

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR STORMWATER MANAGEMENT BETWEEN THE VILLAGE OF PALMETTO BAY AND THE MIAMI-DADE COUNTY STORMWATER UTILITY FOR A TERM OF FIVE (5) YEARS AND PROVIDING THAT THE VILLAGE OF PALMETTO BAY SHALL REIMBURSE THE MIAMI-DADE COUNTY STORMWATER UTILITY IN AN AMOUNT UP TO \$30,000.00; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ANY TERMINATION PROVISIONS AND ALL OTHER 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:

Section 1. This Board hereby approves the Interlocal Agreement between the Village of Palmetto Bay and the Miami-Dade County Stormwater Utility for stormwater management responsibilities in shared stormwater drainage systems near or within the boundaries of the Village of Palmetto Bay, in substantially the form attached hereto and made a part hereof as Exhibit A, which Interlocal Agreement provides that the Village of Palmetto Bay shall reimburse the Miami-Dade County Stormwater Utility for stormwater management work in an amount up to \$30,000.00 over the five (5) year term of this Interlocal Agreement.

Section 2. This Board hereby authorizes the County Mayor or County Mayor's designee to execute same and exercise any termination provisions and all other rights 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:

- | | |
|-------------------------------------|----------------------|
| Jean Monestime, Chairman | |
| Esteban L. Bovo, Jr., Vice Chairman | |
| Bruno A. Barreiro | Daniella Levine Cava |
| Jose "Pepe" Diaz | Audrey M. Edmonson |
| Sally A. Heyman | Barbara J. Jordan |
| Dennis C. Moss | Rebeca Sosa |
| Sen. Javier D. Souto | Xavier L. Suarez |
| Juan C. Zapata | |

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of November, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.



Abbie Schwaderer-Raurell

EXHIBIT A

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

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

WHEREAS, the UTILITY and the VILLAGE 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 VILLAGE 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, depicted on the map in Attachment "A-2", 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 VILLAGE 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 VILLAGE 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.

VILLAGE Stormwater Utility Budget shall mean the VILLAGE'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 VILLAGE'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 VILLAGE or the UTILITY to which both the VILLAGE and the UTILITY contribute stormwater runoff and which is further identified in Attachment "A".

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

Operating Outlays shall mean expenses budgeted by the VILLAGE and the UTILITY which are actual expenses incurred in each 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 VILLAGE and the UTILITY which are actual expenses incurred in each 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 VILLAGE 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 VILLAGE 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 VILLAGE AND the UTILITY shall fully and timely perform all work tasks described in this Statement of Work:

The VILLAGE shall maintain and repair shared stormwater systems located within the limits of the drainage service areas, depicted on the map in Attachment "A-2", in accordance with this Agreement and the VILLAGE's stormwater management plan. The VILLAGE shall be responsible for maintaining aesthetic conditions only on canals and other water bodies within the VILLAGE'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 VILLAGE'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 are 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, 2016 and ending on September 30, 2021, 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 VILLAGE AND UTILITY RESPONSIBILITIES

A. Upon the request of either the VILLAGE 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 VILLAGE 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 2016-2017, and after approval of the Agreement, the costs allocable to the VILLAGE 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. The VILLAGE may also request modifications to the tasks or level of services set forth in Attachment "B". Any such work requested by the VILLAGE 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 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 VILLAGE are to be made within 30 days after the bill presentation. In the event of a dispute on the billed amount, the VILLAGE 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 VILLAGE, as indicated under Article V (H) of this Agreement. Upon resolution of the dispute, payments by the VILLAGE are to be made within 30 days. In the event of an overpayment by the VILLAGE, the UTILITY shall reimburse the VILLAGE within 30 days after verification of the overpayment by the UTILITY.

F. The VILLAGE 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 VILLAGE 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 VILLAGE 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 VILLAGE within 48 hours prior to commencing work in the VILLAGE. The UTILITY contact for maintenance activities will be the Division Director of the Miami-Dade County Transportation and Public Works Department's Road, Bridge, and Canal Maintenance Division.

**ARTICLE VI
COMPENSATION/CONSIDERATION**

A. It is the intent and understanding of the parties that this Agreement is solely for the VILLAGE and the UTILITY. No person or entity other than the VILLAGE 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**

VILLAGE Event of Default

Without limitation, the failure by the VILLAGE to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "VILLAGE 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 VILLAGE event of default has occurred, the UTILITY shall provide written notice of such default to the VILLAGE and allow the VILLAGE a thirty (30) calendar day period to rectify the "VILLAGE event of default".

In the event that the UTILITY determines that the VILLAGE 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 VILLAGE 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 VILLAGE shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the VILLAGE determines that a UTILITY event of default has occurred, the VILLAGE 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 VILLAGE determines that the UTILITY event of default has not been rectified, the VILLAGE 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 VILLAGE.

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 VILLAGE 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 VILLAGE**

The VILLAGE represents that this Agreement has been duly authorized, executed and delivered by the VILLAGE Council of the VILLAGE of PALMETTO BAY, as the governing body of the VILLAGE and it has the required power and authority to perform this Agreement and has granted the VILLAGE Manager or the VILLAGE 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 VILLAGE shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the UTILITY. VILLAGE shall have control of the work performed in accordance with the terms of this Agreement and of all

persons performing the same, and VILLAGE 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 VILLAGE. 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 VILLAGE.

ARTICLE XVII INDEMNIFICATION

The VILLAGE 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 VILLAGE or its employees, agents, servants, partners, principals or subcontractors. VILLAGE 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 VILLAGE 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 VILLAGE 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 VILLAGE.

The UTILITY does hereby agree to indemnify and hold harmless the VILLAGE 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 VILLAGE from any liability or claim arising out of the negligent performance or failure of performance of the VILLAGE or any unrelated third party.

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

Attest:

VILLAGE OF PALMETTO BAY, FLORIDA
9705 E. Hibiscus Street
Palmetto Bay, FL 33157
(305) 259-1234
Attn: Mr. Edward Silva, Village Manager



Village Clerk

6-17-16

Date

Authorized signatures on behalf
of the Village of Palmetto Bay, Florida.

By: 

VILLAGE Manager

6/17/16

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

VILLAGE OF PALMETTO BAY
CANAL DRAINAGE AREAS & % SHARE

<u>CANAL NAME</u>	<u>FULLY ENCLOSED</u>	<u>% SHARE</u>
SW 160 ST CANAL	Yes	100%

ATTACHMENT "B"

**CANAL MAINTENANCE ESTIMATED COSTS (FY 2016/17 to 2020/21)
Village of Palmetto Bay**

Selected Level of Service Shown, Shaded

Culvert Cleaning - Above Water

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$0	\$0	\$0	\$0	100	\$0
sub-total	\$0	\$0	\$0	\$0		\$0

Village's Cost at Selected Level of Service (0 cycles) \$0

Line Item 1

Culvert Cleaning - Below Water

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$0	\$0	\$0	\$0	100	\$0
sub-total	\$0	\$0	\$0	\$0		\$0

Village's Cost at Selected Level of Service (0 cycle) \$0

Line Item 2

Mechanical Harvesting

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$0	\$0	\$0	\$0	100	\$0
sub-total						\$0

Village's Cost at Selected Level of Service (0 cycles) \$0

Line Item 3

Herbicide Treatment (submersed, bank and emergent areas treated)

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$1,300	\$2,600	\$3,900	\$5,200	100	\$5,200
sub-total	\$1,300	\$2,600	\$3,900	\$5,200		\$5,200

Village's Cost at Selected Level of Service (4 cycles) \$5,200

Line Item 4

Mowing - Flat

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$0	\$0	\$0	\$0	100	\$0
sub-total	\$0	\$0	\$0	\$0		\$0

Village's Cost at Selected Level of Service (0 cycles) \$0

Line Item 5

ATTACHMENT "B"

**CANAL MAINTENANCE ESTIMATED COSTS (FY 2016/17 to 2020/21)
Village of Palmetto Bay**

Mowing - Slope

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$0	\$0	\$0	\$0	100	\$0
sub-total	\$0	\$0	\$0	\$0		\$0

Village's Cost at Selected Level of Service (0 cycles) \$0
Line Item 6

*** Obstruction Removal / Emergency Repair / Preventative Mitigation - Contingency**

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$800	\$1,600	\$2,400	\$3,200	100	\$800
sub-total	\$800	\$1,600	\$2,400	\$3,200		\$800

Village's Cost at Selected Level of Service (1 cycle) \$800
Line Item 7

Summary of Costs

PALMETTO BAY ANNUAL MAXIMUM COST (Line Item #1 thru #7) \$6,000

PALMETTO BAY 5-YEAR MAXIMUM COST \$30,000

NOTES:

- 1 Level of Service and Costs based on work performed by Miami-Dade County Transportation and Public Works Department
- 2 * Requires prior Village and County staff approval

RESOLUTION NO. 2016-45

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A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR STORMWATER MANAGEMENT (CANAL MAINTENANCE); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 17, 1995, the Board adopted Ordinance 95-195, amending Section 24-61.2 of the Code of Miami-Dade County, Stormwater Utility Ordinance, thereby granting municipalities the option of obtaining an exemption from the Utility and in turn creating a local stormwater utility; and

WHEREAS, on July 11, 2005 via Resolution No. 2005-50, the Village of Palmetto Bay exercised its option to be exempt from the provisions of Section 24-61-2 of the Code of Miami-Dade County, and to establish a stormwater utility within the boundaries of the Village of Palmetto Bay and commit to implement the provisions of Section 403.0893(1), (2) or (3), Florida Statutes; and

WHEREAS, the Village of Palmetto Bay entered into an Interlocal Agreement with Miami-Dade County for Stormwater Management in October 1, 2011; and

WHEREAS, under this Agreement the Village shall maintain and repair shared stormwater systems located within the limits of the drainage service areas in accordance with the Agreement and the Village's stormwater management plan; and

WHEREAS, the Interlocal Agreement between the Village of Palmetto Bay and Miami-Dade County for Stormwater Management is for a period of five years; and

WHEREAS, the Agreement is renewable every five years and the attached Agreement will replace the current five-year Agreement which expires on September 30, 2016; and

WHEREAS, the intent of Miami-Dade County Stormwater Utility and the Village of Palmetto Bay, through this Agreement, is to establish relationships and responsibilities for the maintenance of shared stormwater systems by the Village of Palmetto Bay and Miami-Dade Stormwater Utility; and

WHEREAS, there are three canals within the boundaries for the Village of Palmetto Bay: the SW Maral Estates, the Bel-Aire Section, and the SW 160th Street Ditch; and

WHEREAS, the only canal currently maintained by the County in the Village of Palmetto Bay is the SW 160th Street Ditch, which is entirely within the Village of Palmetto Bay; and

WHEREAS, the annual estimated maintenance cost of the canal will not exceed six

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1 thousand dollars (\$6,000.00) and the five year estimated maintenance cost of the canal is thirty
2 thousand dollars (\$30,000.00).

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4 WHEREAS, Village administration is requesting authorization to execute the five year
5 Interlocal Agreement with Miami-Dade County Stormwater Utility for Stormwater
6 Management under the terms and conditions of the new Agreement commencing October 1,
7 2016 to September 30, 2021.

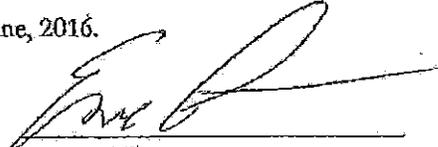
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9 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
10 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

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12 Section 1. The Village Manager is authorized to enter into a five year Agreement
13 with Miami-Dade County Stormwater Utility for Stormwater Management (Canal
14 Maintenance).

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16 Section 2. This Resolution shall become effective upon the date of its adoption
17 herein.

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19 PASSED and ADOPTED this 6th day of June, 2016.

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21 Attest: 
22 Meighan J. Alexander
23 Village Clerk
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Eugene Flinn
Mayor

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26 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND
27 RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

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30 Dexter W. Lehtinen
31 Village Attorney
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35 FINAL VOTE AT ADOPTION:

36 Council Member Karyn Cunningham YES

37 Council Member Tim Schaffer YES

38 Council Member Larissa Siegel Lara YES

39 Vice-Mayor John DuBois YES

40 Mayor Eugene Flinn YES