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

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(R)(1)(A)

Resolution No. R-665-08

Date: June 3, 2008

To: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

From: George M. Burgess, County Manager

Subject: Resolution approving execution of a stormwater billing agreement with the Town of Cutler Bay for the billing of stormwater utility charges by the Miami-Dade Water and Sewer Department

---

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution approving execution of a stormwater billing agreement with the Town of Cutler Bay (Town) for the billing of stormwater utility charges by the Miami-Dade Water and Sewer Department (WASD).

SCOPE OF AGENDA ITEM

This agenda item is for stormwater billing services for the Town in Commission District 8, with a small portion in District 9.

FISCAL IMPACT/FUNDING SOURCE

WASD will receive $0.87 per bill from the Town for this billing service. Estimated revenue from the Town for this service is $47,000 annually. The revenue received by WASD in FY 2006-07 for the provision of identical services to other municipalities was $490,793.

TRACK RECORD/MONITOR

The WASD's Intergovernmental Affairs Manager will monitor the agreement.

BACKGROUND

On June 18, 1991, the Board adopted Ordinance 91-66 establishing the Miami-Dade County Stormwater Utility. The ordinance authorizes the Department of Environmental Resource Management (DERM) to collect stormwater utility fees sufficient to plan, construct, operate and maintain stormwater management systems on a countywide basis. These stormwater charges are assessed by DERM and billed to customers by WASD. On October 17, 1995, the Board adopted Ordinance 95-195 which amended the Stormwater Utility Ordinance by granting municipalities the option of obtaining an exemption from the ordinance provisions, allowing them to create, manage and operate their own local stormwater utility and establish stormwater fees.

On December 19, 2007, the Town adopted Ordinance 07-29 approving the creation of their own stormwater utility. Concurrently to this item, DERM is presenting two items on this agenda; one item exempts the Town from the Stormwater Utility Ordinance and the other is an interlocal agreement between the Town and County for stormwater management. Contingent on the Board's approval, effective July 1, 2008 the Town will be responsible for the operation and maintenance of its own stormwater utility system.

The Town has requested that WASD continue to bill the Town's stormwater charges. WASD will continue to perform the billing services at the Town's expense, and in accordance with the Town's adopted rates. The attached agreement, approved by the Town on October 3, 2007, provides that WASD bill, collect, and remit the stormwater utility charges to the Town for a fee of $0.87 per bill,

and allows the County to retain the Town's pro-rata share of its debt service, which is approximately $194,000, on the 1999 and 2004 Stormwater Utility Revenue Bonds. The agreement is for a period of 10 years and can be extended by mutual consent of WASD and the Town. WASD's water and sewer bill will identify the stormwater charges as those of the Town and will provide a town telephone number for customer service calls.

WASD also provides this billing service for the cities of Coral Gables, Doral, Miami, Miami Gardens, South Miami and Sweetwater, the Town of Miami Lakes, and the Villages of Key Biscayne, El Portal and Palmetto Bay.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: June 3, 2008

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

SUBJECT: Agenda Item No. 8(R)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(R)(1)(A)
6-3-08

RESOLUTION NO. **R-665-08**

RESOLUTION APPROVING EXECUTION OF STORMWATER BILLING AGREEMENT WITH THE TOWN OF CUTLER BAY FOR THE BILLING OF STORMWATER UTILITY CHARGES BY THE MIAMI-DADE WATER AND SEWER DEPARTMENT

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 execution of stormwater billing agreement with the Town of Cutler Bay for the billing of stormwater utility charges in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or his designee to execute same; and to exercise the extension and termination provisions for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner **Carlos A. Gimenez**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	**aye**		
Barbara J. Jordan, Vice-Chairwoman	**aye**		
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**absent**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**aye**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**absent**	Natacha Seijas	**absent**
Katy Sorenson	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency:

Henry N. Gillman

AGREEMENT FOR THE BILLING OF
STORMWATER CHARGES
BETWEEN
MIAMI-DADE COUNTY
AND
TOWN OF CUTLER BAY

THIS AGREEMENT, entered into this ___ day of _____, 2008, by and between the TOWN OF CUTLER BAY, FLORIDA, a municipal corporation of the State of Florida (the "TOWN"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "COUNTY").

W I T N E S S E T H:

WHEREAS, the COUNTY, through its Miami-Dade Water and Sewer Department (the "Department"), operates the water and sewer utility systems within the TOWN; and

WHEREAS, the TOWN desires to be responsible to operate and maintain the stormwater utility system within the TOWN boundaries, and

WHEREAS, by Resolution No._____, approved on _____, 2008, by the Board of County Commissioners (the "Board"), as of July 1, 2008 the TOWN shall be exclusively responsible to operate and maintain the stormwater utility system within the TOWN boundaries, and

WHEREAS, the TOWN has requested the COUNTY to administer, bill and collect a stormwater utility service charge simultaneously with the issuance of the COUNTY's bills for water and sewer service, and

WHEREAS, the TOWN acknowledges that there are several customers within TOWN boundaries who are not provided water and sewer service by the Department and stormwater billing services for such customers are not a part of this agreement, and

WHEREAS, the COUNTY needs to retain, from the stormwater utility service charges it collects for the TOWN, on a monthly basis, the TOWN's pro-rata share of debt service on the Stormwater Utility Revenue Bonds, Series 1999 and Series 2004 (the "Stormwater Bonds") outstanding on the Exemption Date of the Town from the Miami-Dade County Stormwater Utility;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, it is agreed:

Section 1. The TOWN, jointly with the COUNTY, will designate and cause to be identified from time to time the water and sewer service accounts of the Department which thereafter, under the rules and regulations of the TOWN, shall be billed for stormwater utility service charges. The TOWN shall designate the rate classifications applicable thereto in writing in a format acceptable to the COUNTY. The COUNTY shall act thereon until such designations and classifications are changed in writing by the TOWN. The TOWN understands and accepts that the COUNTY shall consider the person or persons whose names appear on the COUNTY's water and sewer service account as the persons responsible for the stormwater utility service charges at the location involved.

Section 2. The TOWN shall deliver to the COUNTY a minimum of thirty (30) calendar days in advance of the effective date its schedule of rates and any revisions of such schedule of rates by furnishing to the Department's Assistant Director of Finance a certified copy of the ordinance or other action of the TOWN promulgating said revised schedule of rates. Until the COUNTY is so furnished with a revised schedule, the COUNTY shall act upon the prior delivered schedule. The stormwater utility service charge shall be prorated in accordance with the revised schedule of rates. No security deposits shall be collected by the COUNTY nor shall delinquent penalty charges be imposed by the COUNTY on the stormwater utility charge.

Section 3. The COUNTY agrees, during the COUNTY's regular and periodic billing procedures, to cause to be billed and collected from each water and sewer customer under said accounts, as an added and designated separate item on the bill, the stormwater utility service charge, according to the schedule of rates established by the TOWN for such customer. During the term of this Agreement, this shall be the exclusive method for billing stormwater utility service charges by the County; no separate bills shall be issued, except for those bills that may be generated by the TOWN. The TOWN authorizes and empowers the COUNTY to render such billing for the TOWN's account and on the payment thereof to give receipt and acquittance therefore, either by endorsement of payment upon such billings or by separate receipt. Upon the initial billing by the COUNTY to each user of stormwater utility service and at any time during the term of this agreement, as deemed necessary by the COUNTY or the TOWN, the TOWN shall at its sole cost and expense and independent of this Agreement, advise such user of the method and arrangement between the TOWN and the COUNTY for the billing and collection of said charge by the COUNTY for and on behalf of the TOWN as the TOWN's agent. Furthermore, the TOWN shall notify its stormwater utility users of future rate increases. The COUNTY shall not be responsible for the notification of new owners, occupants or tenants that there is a stormwater utility service charge.

Section 4. The COUNTY agrees to observe the same diligence, policy and procedure in the billing, and collection of stormwater utility service accounts as is used by the COUNTY in billing and collecting its water service accounts, except that the COUNTY shall not terminate water and/or sewer service for non-payment of stormwater utility service charges, except when account balances exceed $100 nor shall it institute or maintain suits at law for collection of stormwater utility service charges. The COUNTY may provide water and sewer service to customers irrespective of said customer's failure to pay the applicable stormwater utility charge. The COUNTY shall not be responsible for the billing of accounts that are inactive. The COUNTY shall not file any liens on property for the collection of the stormwater utility charges. Legal actions for non-payment of stormwater utility charges shall be the sole responsibility of the TOWN.

Section 5. The COUNTY will keep correct and proper books of accounts, showing monthly gross billings of stormwater utility service charges, and shall provide to the TOWN a monthly statement in writing, showing the net amount owed the TOWN by the COUNTY for the month covered by such statement. The COUNTY shall provide this statement and the remittance due the TOWN within sixty (60) days of the end of each monthly period. Based on such statement, the COUNTY shall make payment to the TOWN of the amount due, less the COUNTY's compensation for the billing and collection of said charges and less any other payments or deductions as hereinafter specifically provided in Sections 7, 10, and 11 of this Agreement.

The TOWN agrees that the COUNTY shall remit monthly payments based on the collection of stormwater utility service charges, when the COUNTY's billings system is capable of this method of remittance on all accounts.

Section 6. For billings performed from July 1, 2008 through the expiration of this agreement, the stormwater billings and remittance to the TOWN shall be as shown below:

A. Quarterly billings represent service rendered for the previous 90 day period and shall be prorated for a period from April 1, 2008 through June 30, 2008 as follows:

July 2008 – 83.3% of the revenue billed shall be retained by the COUNTY and 16.7% shall be remitted to the TOWN.

August 2008 – 50% of the revenue billed shall be retained by the COUNTY and 50% shall be remitted to the TOWN.

September 2008 - 16.7% of the revenue billed shall be retained by the COUNTY and 83.3% of shall be remitted to the TOWN.

B. Monthly billings represent service rendered for the previous 30-day period, therefore, for the month of July 2008, the revenue billed shall be prorated and 50% of the revenue shall be retained by the COUNTY and 50% of the revenue shall be remitted to the TOWN.

C. For monthly billings performed after August 1, 2008 and quarterly billings performed after October 1, 2008, to the termination of the agreement, 100% of the billed amounts will be paid to the TOWN less the deductions as provided in Sections 7, 10 and 11.

Section 7. Adjustments for uncollected stormwater billings shall be made on a regular basis, at least annually, as a deduction provided in Section 5.

Section 8. Upon written request from the TOWN, the COUNTY shall make available for inspection or audit by the TOWN and its representatives at any reasonable time all of its records pertaining to the COUNTY's actions under this Agreement as agent for the TOWN and shall also furnish to the TOWN such information concerning the administration of this Agreement as the TOWN may reasonably request, including information as to delinquent stormwater utility charges and accounts not currently being billed. Should the TOWN, in any audit of the COUNTY's records, find a discrepancy between the amount of funds remitted to the TOWN and the actual billing and collection by the COUNTY, the COUNTY shall within 30 days of receipt of written notification from the TOWN, remit to the TOWN the sums owed.

Section 9. Both the TOWN and the COUNTY recognize that in the billing and collection of stormwater utility service charges involving thousands of customers, numerous situations arise that require discretion. The TOWN agrees with the COUNTY that the COUNTY may use its best judgment in such instances. The COUNTY's method or manner of handling such situations shall not be considered as negligence under or independent of the terms and conditions of this Agreement or as a breach thereof and the COUNTY shall not be liable or responsible to the TOWN for any loss in stormwater utility service charge revenues by reason of the COUNTY's discretionary handling of such situations. Specifically, the COUNTY shall have the right to remove or adjust the stormwater utility service charge from a customer's bill if the customer provides proof acceptable to the COUNTY that he or she was not the owner, occupant or tenant of the property on the date that the stormwater utility service charge was applied. However, the COUNTY shall advise the TOWN of all adjustments to the TOWN accounts as part of the monthly statements provided pursuant to Section 5. Except as otherwise specified in this Section, any adjustments to accounts assessed a

stormwater utility service charge shall be initiated solely by the TOWN and provided to the COUNTY in writing.

Section 10. The TOWN agrees to pay to the COUNTY and the COUNTY shall receive from the TOWN, by means of deduction from payments for monthly billings, compensation determined as follows:

A. A one-time reimbursement in the amount of $500 to the COUNTY for costs incidental to the COUNTY's establishment of the original records necessary for the COUNTY to bill stormwater utility service charges or accounts for and on behalf of the TOWN and as the agent of the TOWN, including but not limited to (1) payroll cost and related overhead costs; (2) equipment purchased for the exclusive use of maintaining records necessary for billing said charges; and (3) cost of all changes in COUNTY's billing equipment to make feasible the COUNTY's billing for stormwater utility service charges. This amount shall be deducted from the first payment to the TOWN; and

B. For the period from July 1, 2008, until this Agreement is modified pursuant to Section 12 hereinafter, a charge in the amount of eighty-seven cents ($0.87) per bill for all accounts to be charged the TOWN's stormwater utility service charge; and

C. For all costs and expenses incurred and paid by the COUNTY during the preceding month in defending legal actions brought against the COUNTY by any person, firm or corporation, excluding the TOWN, involving billing or collection of stormwater utility service charges on behalf of the TOWN, or involving the COUNTY's administration of the terms and conditions of this Agreement.

The COUNTY shall notify the TOWN in writing of any legal claims filed against the COUNTY pertaining to the COUNTY's billing and collection of the TOWN's stormwater fees within thirty (30) working days of receipt of any claim. The TOWN shall have the option to defend the COUNTY on any such claims and settle or compromise the same unless such a claim involves employee dishonesty or theft.

Section 11. The TOWN agrees to pay to the COUNTY and the COUNTY shall receive from the TOWN, by means of deduction from payments for monthly billings of stormwater utility service charges collected by the COUNTY for the TOWN, the TOWN's pro-rata share of debt service on (i) the Stormwater Bonds until they are paid in full or provision made for their payment pursuant to Article IX of Ordinance No. 98-187, enacted by the Board on December 15, 1998 in accordance with the debt service schedule set forth in Exhibit "A" to this Agreement and (ii) any obligations associated with cost sharing Stormwater Management Projects that may include, but not be limited to, canal dredging, canal maintenance and drainage projects that may be agreed to subsequent to the date of this Agreement for which payment will be based on a mutually agreed fraction. For any payments pursuant to (ii) above, the COUNTY, through its Department of Environmental Resources Management with a copy to be sent to the Department, will inform the TOWN thirty (30) calendar days prior to the beginning of each Fiscal Year, of the amount of stormwater utility service charges the County will retain each month in addition to the those retained pursuant to Exhibit "A" to this Agreement. Upon agreement by both the TOWN and the COUNTY, Exhibit "A" to this Agreement may be modified to include any additional TOWN share of debt

service due to future TOWN annexations.

Section 12. The COUNTY reserves the right to review and revise the charges provided for in Section 10 (B) hereinabove.

Section 13. All telephone calls and correspondence from customers regarding the stormwater utility shall be the responsibility of the TOWN. The COUNTY shall cause the telephone number for the TOWN, as provided by the TOWN, to be printed on the COUNTY's regular bill stock.

Section 14. The TOWN agrees that the COUNTY shall not be held liable for any damage, delay or other loss that the TOWN may experience as a result of the COUNTY's practices in administering this Agreement, unless such loss arises solely as a result of negligence by the COUNTY, its employees or agents.

Section 15. This Agreement shall remain in full force and effect for a period of ten (10) years after its date of execution. This Agreement may be extended at the end of the ten (10) year period by written request from the TOWN to the Department's Assistant Director-Finance and will require mutual agreement by the Department, without which it shall terminate. Notwithstanding the above provisions, this Agreement shall terminate and be cancelled without further writings between the TOWN and the COUNTY upon either party providing six (6) months notice in writing to the other party that it is terminating this Agreement.

Notwithstanding the provisions of this Section, should the COUNTY fail to timely bill the TOWN's customers in accordance with the agreed upon billing cycles and rates or fail to remit payment to the TOWN in the timeframes specified in Section 5 or 6, the TOWN may terminate this Agreement on thirty (30) days written notice to the COUNTY.

Notwithstanding the above, this Agreement may not be terminated at any time without a COUNTY approved alternate method of payment by the TOWN to the COUNTY of the TOWN's outstanding debt service obligation for the Stormwater Bonds.

Section 16. It is understood and agreed between the TOWN and the COUNTY that the COUNTY's obligation is limited to billing and collection of stormwater utility service charges as specifically provided for in this Agreement.

Section 17. The TOWN shall not allow or permit construction or installation of any connections of stormwater mains that allow stormwater to enter the COUNTY's sanitary sewer system. The TOWN agrees to use its best efforts to detect and lawfully disconnect all stormwater connections to the COUNTY's sanitary sewer system within the TOWN's jurisdiction and submit within ninety (90) days of the execution of this Agreement a timetable for the elimination of such stormwater connections which is reasonably acceptable to the COUNTY.

Section 18. This Agreement shall be binding upon the respective successors and assigns of both the TOWN and the COUNTY.

Section 19. All references to the TOWN under this Agreement that require direction to the COUNTY shall mean the TOWN Manager or his designee. Whenever written notice to the TOWN is required, it shall be sent by Certified Mail, Return Receipt Requested, to:

Town of Cutler Bay
10720 Caribbean Boulevard, Suite #105
Cutler Bay, Florida, 33189

(Attention: Town Manager)

Whenever written notice to the COUNTY is required, it shall be sent by Certified Mail, Return Receipt Requested to:

Miami-Dade County
Miami-Dade Water and Sewer Department
3071 S. W. 38th Avenue
Miami, Florida 33146
(Attention: Assistant Director-Finance)

Section 20. The COUNTY shall maintain adequate records to justify all charges, expenses, and costs relating to County administration of billing and collection of Stormwater Utility charges for Town of Cutler Bay residences, for at least three (3) years after termination of expiration of this Agreement. The TOWN shall have access to all books, records, and documents, as required in this Section, for the purpose of inspection or auditing during normal business hours.

Section 21. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY 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.

Section 22. Entirety of Agreement: This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understanding 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.

Section 23. Heading: 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.

Section 24. Rights of Others: Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties to this Agreement any rights or remedies or by reason of this Agreement.

Section 25. 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 the required power and authority to perform this Agreement.

Section 26. 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.

Section 27. Invalidity of Provisions, Severability: Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 28. The COUNTY shall perform all work and services desired herein as an independent contractor and not as an officer, agent, servant, or employee of the TOWN. The COUNTY shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and the COUNTY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

Section 29. Indemnification: To the extent permitted by law the TOWN shall indemnify and hold harmless the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the TOWN or its employees, agents, servants, partners, principals, subconsultants or subcontractors. The TOWN shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., pursuant to which the TOWN shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgment paid by the TOWN arising out of the same incident or occurrence, exceed the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the TOWN.

The County 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 County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claims or judgments or portions thereof, which, when totaled with all other occurrences, 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 County. 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 WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

MIAMI-DADE COUNTY

ATTEST:

BY:_____
Clerk

BY: _____
County Mayor

ATTEST:

TOWN OF CUTLER BAY

BY: _____
Town Clerk

BY:_____
Mayor

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

Approved as to form and legal sufficiency:

_____
Attorney for Town of Cutler Bay

EXHIBIT A
Town of Cutler Bay
Bond Debt Service
1999 and 2004, by ERU

	2007 ERU
SWU SvcArea only	775,739
Cutler Bay	20,281
SWU SvcArea + Cutler	796,020
Cutler Bay %	2.55%

Stormwater Utility Bond Debt Service

Fiscal Year Ending Sept	1999 BOND MDC P&I	1999 Cutler 2.55%	2004 BOND MDC P&I	2004 Cutler 2.55%	Cutler Annual Total	Cutler Monthly Total
2004	$2,899,313	-	-	-	-	-
2005	$2,897,318	-	$4,723,713	-	-	-
2006	$2,897,668	-	$4,719,055	-	-	-
2007	$2,900,088	-	$4,721,305	-	-	-
2008	$2,899,288	$73,932	$4,722,205	$120,416	$194,348	$16,196
2009	$2,900,828	$73,971	$4,716,755	$120,277	$194,248	$16,187
2010	$2,898,765	$73,919	$4,720,105	$120,363	$194,281	$16,190
2011	$2,902,275	$74,008	$4,716,955	$120,282	$194,290	$16,191
2012	$2,901,495	$73,988	$4,719,155	$120,338	$194,327	$16,194
2013	$2,901,295	$73,983	$4,717,890	$120,306	$194,289	$16,191
2014	$2,901,315	$73,984	$4,721,290	$120,393	$194,376	$16,198
2015	$2,901,180	$73,980	$4,718,200	$120,314	$194,294	$16,191
2016	$2,900,500	$73,963	$4,716,450	$120,269	$194,232	$16,186
2017	$2,902,000	$74,001	$4,716,950	$120,282	$194,283	$16,190
2018	$2,898,750	$73,918	$4,722,450	$120,422	$194,341	$16,195
2019	$2,900,750	$73,969	$4,717,450	$120,295	$194,264	$16,189
2020	$2,897,500	$73,886	$4,722,200	$120,416	$194,302	$16,192
2021	$2,899,000	$73,925	$4,720,950	$120,384	$194,309	$16,192
2022	$2,899,750	$73,944	$4,718,700	$120,327	$194,270	$16,189
2023	$2,899,500	$73,937	$4,720,200	$120,365	$194,302	$16,192
2024	$2,898,000	$73,899	$4,719,950	$120,359	$194,258	$16,188
2025			$7,617,700	$194,251	$194,251	$16,188
2026			$7,618,200	$194,264	$194,264	$16,189
2027			$7,618,700	$194,277	$194,277	$16,190
2028			$7,618,450	$194,270	$194,270	$16,189
2029			$7,616,700	$194,226	$194,226	$16,185