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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

# MEMORANDUM

Agenda Item No. 8(L)(2)

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

**DATE:** January 21, 2015

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

**SUBJECT:** Resolution approving an interlocal agreement between the City of Opa-locka and the Miami-Dade County Stormwater Utility for stormwater management services for a term of five years and providing that the City of Opa-locka shall reimburse the County in an amount up to $1,801,111.00; and authorizing the Mayor to execute same and exercise any termination provisions and all other rights contained therein

Resolution No. R-26-15

The accompanying resolution was prepared by the Public Works and Waste Management Department and placed on the agenda at the request of Prime Sponsor Infrastructure & Capital Improvements Committee.

R. A. Cuevas, Jr.
County Attorney

RAC/lmp

# Memorandum

MIAMI-DADE COUNTY

**Date:** January 21, 2015

**To:** Honorable Chairman Jean Monestime
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 City of Opa-locka and the Miami-Dade County Stormwater Utility

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**Recommendation**

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the execution of an Interlocal Agreement (Agreement) for stormwater management between the City of Opa-locka (City) and the Miami-Dade County Stormwater Utility (Exhibit "A"). The term of this five (5) year Agreement is from October 1, 2014 to September 30, 2019. This Agreement allows the County to be reimbursed for canal maintenance services.

**Scope**

The City's municipal boundaries fall within Commissioner Barbara Jordan's District 1, Commissioner Jean Monestime's District 2, and Commissioner Esteban Bovo's District 13.

**Fiscal Impact/Funding Source**

Pursuant to this Agreement, the total cost of routine canal maintenance work to be performed by the County in service to the City is estimated at $453,603.00 per year. The City shall reimburse the County up to $346,322.00 per year. Additionally, the Agreement includes a provision for a one-time Emergency Repair/Preventative Maintenance at an estimated cost of $95,000.00. If these services are performed, the City shall reimburse the County up to $69,500.00. Over the five (5) year term of the Agreement, the City's total reimbursement to the County will not exceed $1,801,111.00.

Pursuant to this Agreement and the City's agreed upon reimbursements to the County, the County's net annual cost for routine canal maintenance on canals that serve the City is estimated at $107,280.00. Over the five (5) year term of the Agreement, the County's estimated net cost is a total of $561,902.00, inclusive of a maximum net cost of $25,500.00 for a one-time Emergency Repair/Preventative Maintenance. The cost to the County is to be funded through the County's Stormwater Utility pursuant to Sections 24-51 through 24-51.5 of the Code of Miami-Dade County.

**Track Record/Monitor**

The Public Works and Waste Management Department's Stormwater Utility Planning Division's Director Marina Blanco-Pape, P.E., will be responsible for monitoring the proposed Agreement.

**Background**

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

On June 3, 1993, the City's Commission adopted Ordinance No. 93-6, creating stormwater management regulations within their municipal code, exempting the City from the countywide Stormwater Utility, and establishing the City's stormwater utility and stormwater utility funding source.

County-owned canals that provide drainage service to its residents remain the property and responsibility of the County. In June 4, 2013, the BCC adopted Resolution R-438-13, approving an Interlocal Agreement between the City and the County that established the responsibilities for the operation, maintenance, and cost-sharing of stormwater systems within the City's boundaries. This two (2) year Agreement expired on September 30, 2014, thus requiring a new Agreement.

On July 23, 2014, the City's Commission approved Ordinance No. 14-10 (Exhibit "B"), authorizing the City Manager to enter into and execute a new five (5) year Interlocal Agreement for Shared Stormwater Management between the City and the County.

Similar Interlocal Agreements are currently in place between the County and ten (10) other municipalities.

Alina T. Hudak
Deputy Mayor

# MEMORANDUM
(Revised)

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

**DATE:** January 21, 2015

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

**SUBJECT:** Agenda Item No. 8(L)(2)

**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 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)(2)
1-21-15

RESOLUTION NO. R-26-15

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND THE MIAMI-DADE COUNTY STORMWATER UTILITY FOR STORMWATER MANAGEMENT SERVICES FOR A TERM OF FIVE YEARS AND PROVIDING THAT THE CITY OF OPA-LOCKA SHALL REIMBURSE THE COUNTY IN AN AMOUNT UP TO $1,801,111.00; 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 this Board hereby approves an interlocal agreement between the City of Opa-locka and the Miami-Dade County Stormwater Utility for stormwater management responsibilities in shared stormwater drainage systems near or within the boundaries of the City of Opa-locka, for a term of five (5) years commencing October 1, 2014 and expiring September 30, 2019, in substantially the form attached hereto, and made a part hereof, where such interlocal agreement provides that the City of Opa-locka shall reimburse the County for stormwater management work in an amount up to $1,801,111.00; and authorizes the Mayor or Mayor's designee to execute the attached interlocal agreement and exercise any termination provisions and all other contained therein.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of January, 2015. 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: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Abbie Schwaderer-Raurell

**EXHIBIT "A"**

Stormwater Interlocal Agreement

# FIVE (5) YEAR
# INTERLOCAL AGREEMENT

**between**

**THE CITY OF OPA-LOCKA**
**AND**
**THE MIAMI-DADE COUNTY STORMWATER UTILITY**
**FOR**
**STORMWATER MANAGEMENT**

MIAMI-DADE COUNTY
STORMWATER UTILITY (305) 372-6688
701 NORTHWEST FIRST COURT, SUITE 500
MIAMI, FL 33136

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

THIS FIVE (5) YEAR INTERLOCAL AGREEMENT, [the "Agreement"] by and between the Miami-Dade County Stormwater Utility, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as "UTILITY",] and the City of Opa-locka, a Florida Municipal Corporation, through its governing body, the Opa-locka City Council of the City of Opa-locka, Florida [hereinafter sometimes referred to as "CITY",] is entered into as follows:

WITNESSETH

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

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

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

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

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

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

## ARTICLE I
## PURPOSES

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

(1) to protect and promote the public health, safety, and general welfare through the management of stormwater run-off;

(2) to maintain and improve water quality and preserve and enhance the environmental quality of the receiving waters;

(3) to control flooding that results from rainfall events;

(4) to deter unmanaged rainwater from eroding sandy soils and causing sedimentation;

(5) to deter the disruption of the habitat of aquatic plants and animals;

(6) to promote intergovernmental cooperation in effectively and efficiently managing stormwater run-off;

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

(8) to provide a mechanism for the UTILITY and the CITY to share and allocate the cost of maintaining and repairing shared stormwater drainage systems as stated in (7), above.

## ARTICLE II
## DEFINITIONS

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

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

CITY Stormwater Utility Budget shall mean the CITY's developed and approved fiscal year budget which includes a component for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the CITY's Stormwater Management Plans.

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

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

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

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

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

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

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

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

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

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

Written notice shall mean written communication between the Project Managers.

## ARTICLE III
## STATEMENT OF WORK

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

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

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

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

## ARTICLE IV
## TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of five (5) years commencing on October 1, 2014 and ending on September 30, 2019, provided, however, either party may terminate this Agreement without cause prior to the expiration date upon one (1) year's advance written notice to the other party of its decision to terminate this Agreement.

## ARTICLE V
## CITY AND UTILITY RESPONSIBILITIES

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

B. The CITY and the UTILITY shall provide notice to each other, as provided, in this Agreement designating their respective Project Manager. Each shall promptly notify each other of any change in the Project Manager designation by written notice as specified in this Agreement.

C. Commencing with fiscal year 2014-2015, and after approval of the Agreement, the costs allocable to the CITY and the costs allocable to the UTILITY based on the relative stormwater runoff contribution to each other's shared portion of the stormwater drainage systems

are included in this Agreement and presented as described in Attachment "B". Estimated total expenditures for the five (5) year term of this Agreement are also included and shall not be exceeded.

D. The tasks and levels of service set forth in Attachment "B" may be adjusted by the UTILITY with prior notice to the CITY due to prevailing environmental conditions, maintenance needs, or ownership, provided that the total annual estimated expenditures are not exceeded. The CITY may also request modifications to the tasks or level of services set forth in Attachment "B". Any such work requested by the CITY 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 two-year cost of the Agreement shall not be exceeded.

E. Payments by the CITY are to be made within 30 days after the bill presentation. In the event of a dispute on the billed amount, the CITY may notify the UTILITY of the nature of the dispute and the UTILITY shall make arrangements for the pertinent records to be made available for inspection by the CITY, as indicated under Article V (H) of this Agreement. Upon resolution of the dispute, payments by the CITY are to be made within 30 days. In the event of an overpayment by the CITY, the UTILITY shall reimburse the CITY within 30 days after verification of the overpayment by the UTILITY.

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

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

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 CITY within 48 hours prior to commencing work in the CITY. 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 CITY and the UTILITY. No person or entity other than the CITY or the UTILITY shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

## ARTICLE VII
## DEFAULT

CITY Event of Default

Without limitation, the failure by the CITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "CITY event of default". The UTILITY shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the UTILITY determines that a CITY event of default has occurred, the UTILITY shall provide written notice of such default to the CITY and allow the CITY a thirty (30) calendar day period to rectify the "CITY event of default".

In the event that the UTILITY determines that the CITY 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 CITY are terminated, effective upon such date as is designated by the UTILITY.

2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

UTILITY Event of Default

Without limitation, the failure by the UTILITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "UTILITY event of default". The CITY shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the CITY determines that a UTILITY event of default has occurred, the CITY 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 CITY determines that the UTILITY event of default has not been rectified, the CITY 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 CITY.

2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

## ARTICLE VIII
## GOVERNING LAW

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

## ARTICLE IX
## ENTIRETY OF AGREEMENT

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

## ARTICLE X
## HEADINGS

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

## ARTICLE XI
## RIGHTS OF OTHERS

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

## ARTICLE XII
## REPRESENTATION OF CITY

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

## ARTICLE XIII
## REPRESENTATION OF UTILITY

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

## ARTICLE XIV
## WAIVER

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

## ARTICLE XV
## INVALIDITY OF PROVISIONS, SEVERABILITY

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

## ARTICLE XVI
## INDEPENDENT CONTRACTOR

The CITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the UTILITY. CITY shall have control of the work performed in accordance with the terms of this Agreement and of all persons

performing the same, and CITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

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

Nothing in this Agreement shall be construed as creating a partnership or joint venture between the UTILITY and the CITY.

## ARTICLE XVII
## INDEMNIFICATION

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

The UTILITY does hereby agree to indemnify and hold harmless the CITY to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the UTILITY shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of $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 CITY from any liability or claim arising out of the negligent performance or failure of performance of the CITY or any unrelated third party.

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

Attest:

CITY OF OPA-LOCKA, FLORIDA
3400 N.W. 135 Street, Bldg. B
Opa-locka, FL 33054
Attn: Mr. Kelvin L. Baker, City Manager
(305) 953-2823

Joanna Flores 07/23/14
City Clerk Date

Authorized signature on behalf of the City of Opa-locka, Florida.

By: _____ 07/23/14
City Manager Date

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

By: _____ _____
Mayor or Mayor's Designee Date

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

HARVEY RUVIN, CLERK
Attest:

By: _____ _____
Deputy Clerk Date

# ATTACHMENT "A"

A.1 - Percent Share Calculation Table

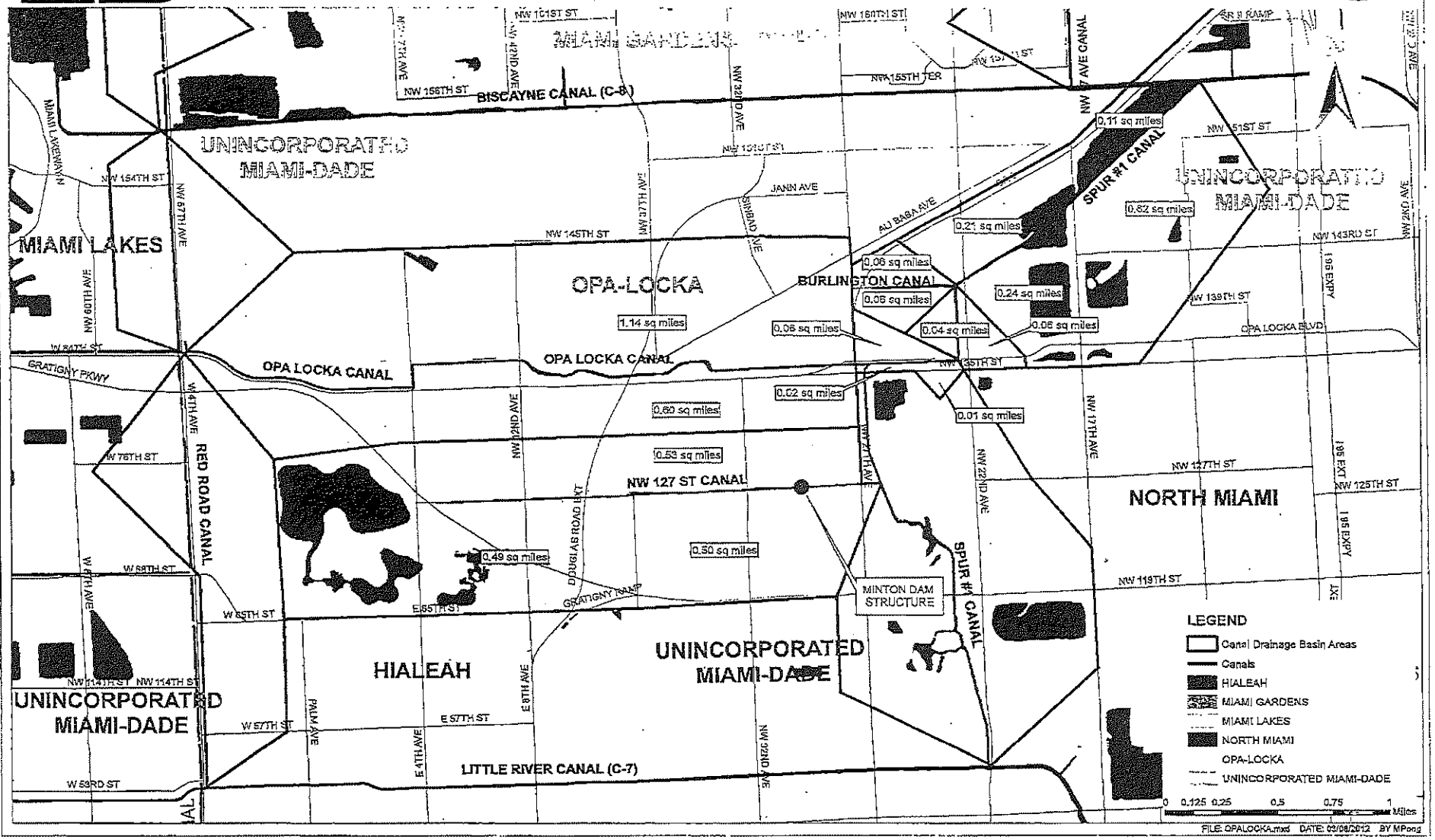
A.2 - Canals and Drainage Basins Map

# ATTACHMENT "A.1"

## CITY OF OPA-LOCKA
## CANAL DRAINAGE AREAS and % SHARE

| CANAL | TOTAL AREA (SQ MILES) | SUB-AREAS | % SHARE |
|---|---|---|---|
| **BURLINGTON CANAL (NW 22 Ct. to NW 26 Ave.)** | | | |
| 1. Opa-locka | 0.12 | (0.06+0.06) | 100% |
| 2. Miami-Dade County | 0.00 | 0 | 0% |
| **SPUR #1 CANAL (Biscayne Canal to NW 27 Ave.)** | | | |
| 1. Opa-locka | 0.63 | (0.21+0.24+0.04+0.06+0.06+0.02) | 46% |
| 2. Miami-Dade County | 0.74 | (0.11+0.62+0.01) | 54% |
| **OPA-LOCKA CANAL (NW 27 Ave. to NW 47 Ave.)** | | | |
| 1. Opa-locka | 1.74 | (1.14+0.60) | 100% |
| 2. Miami-Dade County | 0.00 | 0 | 0% |
| **NW 127 STREET CANAL (NW 27 Ave. to NW 47 Ave.)** | | | |
| 1. Opa-locka | 1.02 | (0.53+0.49) | 67% |
| 2. Miami-Dade County | 0.50 | (0.50) | 33% |

# CITY OF OPA-LOCKA
# CANAL DRAINAGE BASIN AREAS



# ATTACHMENT "B"

Five (5) Year Cost Share Table

(see attached exhibit)

## ATTACHMENT "B"

### CITY OF OPA-LOCKA

### Canal Maintenance Estimated Costs (FY 2014/15 to 2018/19)

Selected Level of Service Shown Shaded

Culvert Cleaning - Above Water

| Canal Name | Cycles per Year | | | | Municipality | |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | % Share | Cost |
| Burlington (from NW 22 Ct to 26 Ave) | $200 | $400 | $600 | $800 | 100 | $800 |
| Spur #1 (from Biscayne to NW 27 Ave) | $600 | $1,200 | $1,800 | $2,400 | 46 | $1,104 |
| Opa-locka (from NW 27 Ave to 47 Ave) | $1,000 | $2,000 | $3,000 | $4,000 | 100 | $4,000 |
| 127 Street (from NW 27 Ave to 45 Ave) | $800 | $1,600 | $2,400 | $3,200 | 67 | $2,144 |
| sub-total | $2,600 | $5,200 | $7,800 | $10,400 | | $8,048 |

City Cost at Current Level of Service (4 cycles) $8,048

Culvert Cleaning - Below Water

| Canal Name | Cycles per Year | | | | Municipality | |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | % Share | Cost |
| Burlington (from NW 22 Ct to 26 Ave) | $480 | $960 | $1,440 | $1,920 | 100 | $480 |
| Spur #1 (from Biscayne to NW 27 Ave) | $1,440 | $2,880 | $4,320 | $5,760 | 46 | $662 |
| Opa-locka (from NW 27 Ave to 47 Ave) | $2,400 | $4,800 | $7,200 | $9,600 | 100 | $2,400 |
| 127 Street (from NW 27 Ave to 45 Ave) | $1,920 | $3,840 | $5,760 | $7,680 | 67 | $1,286 |
| sub-total | $6,240 | $12,480 | $18,720 | $24,960 | | $4,829 |

City Cost at Current Level of Service (1 cycle) $4,829

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

| Canal Name | Cycles per Year | | | | Municipality | |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | % Share | Cost |
| Burlington (from NW 22 Ct to 26 Ave) | $5,592 | $11,185 | $16,777 | $22,369 | 100 | $16,777 |
| Spur #1 (from Biscayne to NW 27 Ave) | $23,760 | $47,520 | $71,280 | $95,040 | 46 | $32,789 |
| Opa-locka (from NW 27 Ave to 47 Ave) | $40,800 | $81,600 | $122,400 | $163,200 | 100 | $122,400 |
| 127 Street (from NW 27 Ave to 45 Ave) | $39,900 | $79,800 | $119,700 | $159,600 | 67 | $80,199 |
| sub-total | $110,052 | $220,105 | $330,157 | $440,209 | | $252,165 |

City Cost at Current Level of Service (3 cycles) $252,165

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

| Canal Name | Cycles per Year | | | | Municipality | |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | % Share | Cost |
| Burlington (from NW 22 Ct to 26 Ave) | $1,118 | $2,237 | $3,355 | $4,474 | 100 | $4,474 |
| Spur #1 (from Biscayne to NW 27 Ave) | $4,640 | $9,280 | $13,920 | $18,560 | 46 | $8,538 |
| Opa-locka (from NW 27 Ave to 47 Ave) | $7,800 | $15,600 | $23,400 | $31,200 | 100 | $31,200 |
| 127 Street (from NW 27 Ave to 45 Ave) | $7,760 | $15,520 | $23,280 | $31,040 | 67 | $20,797 |
| sub-total | $21,318 | $42,637 | $63,955 | $85,274 | | $65,008 |

City Cost at Current Level of Service (4 cycles) $65,008

ATTACHMENT "B"

CITY OF OPA-LOCKA

Canal Maintenance Estimated Costs (FY 2014/15 to 2018/19)

Mowing - Flat

| Canal Name | Cycles per Year | | | | Municipality | |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | % Share | Cost |
| Burlington (from NW 22 Ct to 26 Ave) | $0 | $0 | $0 | $0 | 100 | $0 |
| Spur #1 (from Biscayne to NW 27 Ave) | $0 | $0 | $0 | $0 | 46 | $0 |
| Opa-locka (from NW 27 Ave to 47 Ave) | $624 | $1,248 | $1,872 | $2,496 | 100 | $2,496 |
| 127 Street (from NW 27 Ave to 45 Ave) | $1,144 | $2,288 | $3,432 | $4,576 | 67 | $3,066 |
| sub-total | $1,768 | $3,536 | $5,304 | $7,072 | | $5,562 |

City Cost at Current Level of Service (4 cycles) $5,562

Mowing - Slope

| Canal Name | Cycles per Year | | | | Municipality | |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | % Share | Cost |
| Burlington (from NW 22 Ct to 26 Ave) | $0 | $0 | $0 | $0 | 100 | $0 |
| Spur #1 (from Biscayne to NW 27 Ave) | $0 | $0 | $0 | $0 | 46 | $0 |
| Opa-locka (from NW 27 Ave to 47 Ave) | $600 | $1,200 | $1,800 | $2,400 | 100 | $2,400 |
| 127 Street (from NW 27 Ave to 45 Ave) | $700 | $1,400 | $2,100 | $2,800 | 67 | $1,876 |
| sub-total | $1,300 | $2,600 | $3,900 | $5,200 | | $4,276 |

City Cost at Current Level of Service (4 cycles) $4,276

Obstruction Removal (contingency)

| Canal Name | Cycles per Year | | | | Municipality | |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | % Share | Cost |
| Burlington (from NW 22 Ct to 26 Ave) | $640 | $1,280 | $1,920 | $2,560 | 100 | $640 |
| Spur #1 (from Biscayne to NW 27 Ave) | $1,920 | $3,840 | $5,760 | $7,680 | 46 | $883 |
| Opa-locka (from NW 27 Ave to 47 Ave) | $1,280 | $2,560 | $3,840 | $5,120 | 100 | $1,280 |
| 127 Street (from NW 27 Ave to 45 Ave) | $1,280 | $2,560 | $3,840 | $5,120 | 67 | $858 |
| sub-total | $5,120 | $10,240 | $15,360 | $20,480 | | $3,661 |

City Cost at Current Level of Service (1 cycle) $3,661

Flood Control Structure Maintenance

| Structure Name | Cycles per Year | | | | Municipality | |
|---|---|---|---|---|---|---|
| | 1 | 12 | 26 | 52 | % Share | Cost |
| NW 127 St Canal Structure / Minton Dam | $345 | $4,140 | $8,970 | $17,940 | 67 | $2,774 |
| sub-total | $345 | $4,140 | $8,970 | $17,940 | | $2,774 |

City Cost at Current Level of Service (12 cycles) $2,774

ATTACHMENT "B"

CITY OF OPA-LOCKA

Canal Maintenance Estimated Costs (FY 2014/15 to 2018/19)

*Emergency Repair / Preventative Mitigation (contingency)

| Canal Name | Cycles | | | | Municipality | |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | % Share | Cost |
| Burlington (from NW 22 Ct to 26 Ave) | $20,000 | $40,000 | $60,000 | $80,000 | 100 | $20,000 |
| Spur #1 (from Biscayne to NW 27 Ave) | $35,000 | $70,000 | $105,000 | $140,000 | 46 | $16,100 |
| Opa-locka (from NW 27 Ave to 47 Ave) | $20,000 | $40,000 | $60,000 | $80,000 | 100 | $20,000 |
| 127 Street (from NW 27 Ave to 45 Ave) | $20,000 | $40,000 | $60,000 | $80,000 | 67 | $13,400 |
| sub-total | $95,000 | $190,000 | $285,000 | $380,000 | | $69,500 |

City Cost at Current Level of Service (1 cycle) $69,500

| | | |
|---|---|---|
| TOTAL ANNUAL COST | | $453,603 |
| MDC STORMWATER UTILITY ANNUAL COST | | $107,280 |
| MDC STORMWATER UTILITY 5-YEAR COST | | $536,402 |
| MDC STORMWATER UTILITY 5-YEAR COST WITH 1 CYCLE EMERGENCY REPAIR | | $561,902 |
| CITY OF OPA-LOCKA ANNUAL COST | Annual | $346,322 |
| CITY OF OPA-LOCKA 5-YEAR COST | 5-Year | $1,731,611 |
| CITY OF OPA-LOCKA MAXIMUM 5-YEAR COST WITH 1 CYCLE EMERGENCY REPAIR | | $1,801,111 |

* Requires City's written approval of cost-share estimate prior to performance of any such work (e.g. culvert blockage removal after a storm, canal bank stabilization, headwall repair) on the canal and its related appurtenances, in order to invoice the City for the work. Total cost = $95,000: Opalocka = $69,500 & MDC SWU = $25,500

## ATTACHMENT "A.1"

CITY OF OPA-LOCKA
CANAL DRAINAGE AREAS and % SHARE

| CANAL | TOTAL AREA (SQ MILES) | SUB-AREAS | % SHARE |
|---|---|---|---|
| **BURLINGTON CANAL (NW 22 Ct. to NW 26 Ave.)** | | | |
| 1. Opa-locka | 0.12 | (0.06+0.06) | 100% |
| 2. Miami-Dade County | 0.00 | 0 | 0% |
| **SPUR #1 CANAL (Biscayne Canal to NW 27 Ave.)** | | | |
| 1. Opa-locka | 0.63 | (0.21+0.24+0.04+0.06+0.06+0.02) | 46% |
| 2. Miami-Dade County | 0.74 | (0.11+0.62+0.01) | 54% |
| **OPA-LOCKA CANAL (NW 27 Ave. to NW 47 Ave.)** | | | |
| 1. Opa-locka | 1.74 | (1.14+0.60) | 100% |
| 2. Miami-Dade County | 0.00 | 0 | 0% |
| **NW 127 STREET CANAL (NW 27 Ave. to NW 47 Ave.)** | | | |
| 1. Opa-locka | 1.02 | (0.53+0.49) | 67% |
| 2. Miami-Dade County | 0.50 | (0.50) | 33% |

**EXHIBIT "B"**

City of Opa-locka

Ordinance No. 14-10

1st Reading: June 25, 2014
2nd Reading: July 23, 2014
Adopted: July 23, 2014
Effective Date: July 24, 2014
Sponsored By: City Manager

ORDINANCE NO. 14-10

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA; AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN INTERLOCAL AGREEMENT WITH THE MIAMI-DADE COUNTY STORMWATER UTILITY FOR SHARED STORMWATER MANAGEMENT FOR A PERIOD OF FIVE YEARS, COMMENCING OCTOBER 1, 2014, AND ENDING SEPTEMBER 30, 2019, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FORTY-SIX THOUSAND THREE HUNDRED TWENTY TWO DOLLARS AND NO CENTS ($346,322.00) ANNUALLY, PAYABLE FROM ACCOUNT 43-538340, A BUDGETED ITEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the current agreement for Stormwater Management with Miami-Dade County will expire on September 30, 2014; and

**WHEREAS,** the inter-local agreement defines the parameters to maintain and repair shared stormwater systems, including maintenance of canals, and required maintenance of flow control structures and pump stations within the City limits; and

**WHEREAS,** the City Commission of the City of Opa-locka ("City Commission") desires to enter into a Five (5) Year Interlocal Agreement with Miami-Dade County which outlines respective responsibilities for the maintenance of shared stormwater systems by the City and Miami-Dade County.

**NOW, THEREFORE, BE IT DULY ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:**

**Section 1.** Incorporation of Recitals: The foregoing recitals are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

**Section 2.** Authority of City Manager: The City Commission of the City of Opa-locka hereby authorizes the City Manager to enter into and execute an interlocal agreement with the Miami-Dade County Stormwater utility for shared stormwater management for a period of five years, commencing October 1, 2014, and ending September 30, 2019, in substantially the form attached hereto, in an amount not to exceed Three Hundred Forty-Six Thousand Three Hundred Twenty Two Dollars and no cents ($346,322.00) annually, payable from account 43-538340, a budgeted item.

**Section 3.** Conflict: All ordinances or Code provisions in conflict herewith are hereby repealed.

**Section 4.** Severability: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Ordinance No. 14-10

**Section 5.** Effective Date: This Ordinance shall, upon adoption, become effective as specified by the City of Opa-locka Charter.

**PASSED AND ADOPTED** this 23rd day of July, 2014.

**MYRA TAYLOR**
**MAYOR**

**Attest:**

Joanna Flores
City Clerk

Approved as to form and legal sufficiency:

Joseph S. Geller
GREENSPOON MARDER PA
City Attorney

| | |
|---|---|
| Moved by: | Commissioner Johnson |
| Seconded by: | Commissioner Santiago |
| Commission Vote: | 4-0 |
| Commissioner Holmes: | YES |
| Commissioner Johnson: | YES |
| Commissioner Santiago: | YES |
| Vice-Mayor Kelley | NOT PRESENT |
| Mayor Taylor: | YES |

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