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

Memorandum

MIAMI-DADE COUNTY

Date: December 15, 2015

Agenda Item No. 8(L)(2)

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 North Miami and the Miami-Dade County Stormwater Utility

Resolution No. R-1158-15

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of an Interlocal Agreement (Agreement) for stormwater management between the City of North Miami (City) and the Miami-Dade County (County) Stormwater Utility (Exhibit A). The term of this five-year Agreement is from October 1, 2015 to September 30, 2020. This Agreement allows the County to be reimbursed for canal, salinity control structure and pump station maintenance services performed by the County.

Scope

The City's municipal boundaries fall within Miami-Dade County Commissioner Barbara J. Jordan's District 1, Commissioner Jean Monestime's District 2, Commissioner Audrey Edmonson's District 3 and Commissioner Sally A. Heyman's District 4.

Fiscal Impact/Funding Source

Pursuant to this Agreement, the total annual cost of routine stormwater maintenance work to be performed by the County on canals, salinity control structures and pump stations that serve the City is estimated at $161,348.00 per year of which, the City shall reimburse the County up to $96,411.00 per year. Over five (5) years, the City will reimburse the County up to $482,055.00.

The County's net five-year cost will be $324,685.00. Without this Agreement, the total five-year cost to the County would be $806,740.00. The County's cost is to be funded through the County's Stormwater Utility pursuant to Sections 24-51 through 24-51.5 of the County Code.

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 Board adopted Ordinance No. 91-66, creating the County Stormwater Utility, establishing a uniform countywide approach to stormwater management. Stormwater Utility fees collected in the County provide funding for the construction, operation, and maintenance of stormwater conveyance systems.

On December 2, 1997, the Board adopted Resolution No. R-1417-97, thereby exempting the City from the provisions of the County Stormwater Utility. This allowed the City to create stormwater management regulations within their municipal code, establish the City's stormwater utility, and stormwater utility funding source.

County-owned or operated canals that provide drainage service to the City's residents remain the property and responsibility of the County. On September 10, 2010, the Board adopted Resolution R-878-10, 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 five-year Agreement expires on September 30, 2015, thus requiring a new Agreement.

On April 28, 2015, the City's Council approved Resolution No. 2015-R-44 (Exhibit B), authorizing the City Manager to enter into and execute a new five-year Interlocal Agreement for Stormwater Management between the City and the County.

Similar Interlocal Agreements are currently in place between the County and nine (9) other municipalities. At this time, we are also in negotiations with five (5) other municipalities to finalize similar agreements.

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: December 15, 2015

FROM: Abigail Price-Williams
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**

_____ **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)(2)
12-15-15

RESOLUTION NO. R-1158-15

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND THE MIAMI-DADE COUNTY STORMWATER UTILITY FOR STORMWATER MANAGEMENT; PROVIDING THAT THE CITY OF NORTH MIAMI SHALL REIMBURSE THE COUNTY IN AN AMOUNT UP TO $482,055.00 OVER A FIVE YEAR PERIOD; PROVIDING THAT THE COUNTY WILL PERFORM STORMWATER MANAGEMENT SERVICES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the Mayor or Mayor's designee to execute an interlocal agreement between the City of North Miami 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 North Miami, commencing October 1, 2015 and expiring September 30, 2020, in substantially the form attached hereto, and made a part hereof. Such interlocal agreement provides that the City of North Miami shall reimburse the County for stormwater management work in an amount up to $482,055.00 over the five (5) year term of this Agreement; authorizes the County Mayor or County Mayor's designee to execute amendments to this agreement that are reasonably necessary to implement the intent of this agreement; and authorizes the County Mayor or County Mayor's designee to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.** , who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** 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	**absent**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of December, 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 NORTH MIAMI
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

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

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

WITNESSETH

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

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

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

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

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

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

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, 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 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, depicted on the map in Attachment "A-2", 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, 2015 and ending on September 30, 2020, 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 2015-2016, and after approval of the Agreement, the costs allocable to the CITY and the costs allocable to the UTILITY based on the relative stormwater runoff contribution to each other's shared portion of the stormwater drainage systems are included in this Agreement and presented as described in Attachment "B". Estimated total expenditures for the five (5) year term of this Agreement are also included and shall not be exceeded.

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

E. Payments by the CITY are to be made within 30 days after the bill presentation. In the event of a dispute on the billed amount, the CITY may notify the UTILITY of the nature of the dispute and the UTILITY shall make arrangements for the pertinent records to be made available for inspection by the CITY, as indicated under Article V (H) of this Agreement. 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 Council of the City of NORTH MIAMI, as the governing body of the CITY and it has the required power and authority to perform this Agreement and has granted the City Manager or the City Manager's Designee the required power and authority to perform this Agreement.

ARTICLE XIII
REPRESENTATION OF UTILITY

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

ARTICLE XIV
WAIVER

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

ARTICLE XV
INVALIDITY OF PROVISIONS, SEVERABILITY

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

ARTICLE XVI
INDEPENDENT CONTRACTOR

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

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

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

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

ARTICLE XVII
INDEMNIFICATION

The CITY shall indemnify and hold harmless the UTILITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the UTILITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CITY or its employees, agents, servants, partners, principals or subcontractors. CITY shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the UTILITY, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the CITY shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of $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 Clerk — Date 2/11/15

CITY OF NORTH MIAMI, FLORIDA
776 N.W. 125 Street
NORTH MIAMI, FL 33161
Attn: Mr. Aleem Ghany, City Manager
(305) 893-6511

Authorized signature on behalf
of the City of NORTH MIAMI, Florida.

By: _____ _____
City Attorney — Date

By: Aleem A Ghany 05/11/15
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

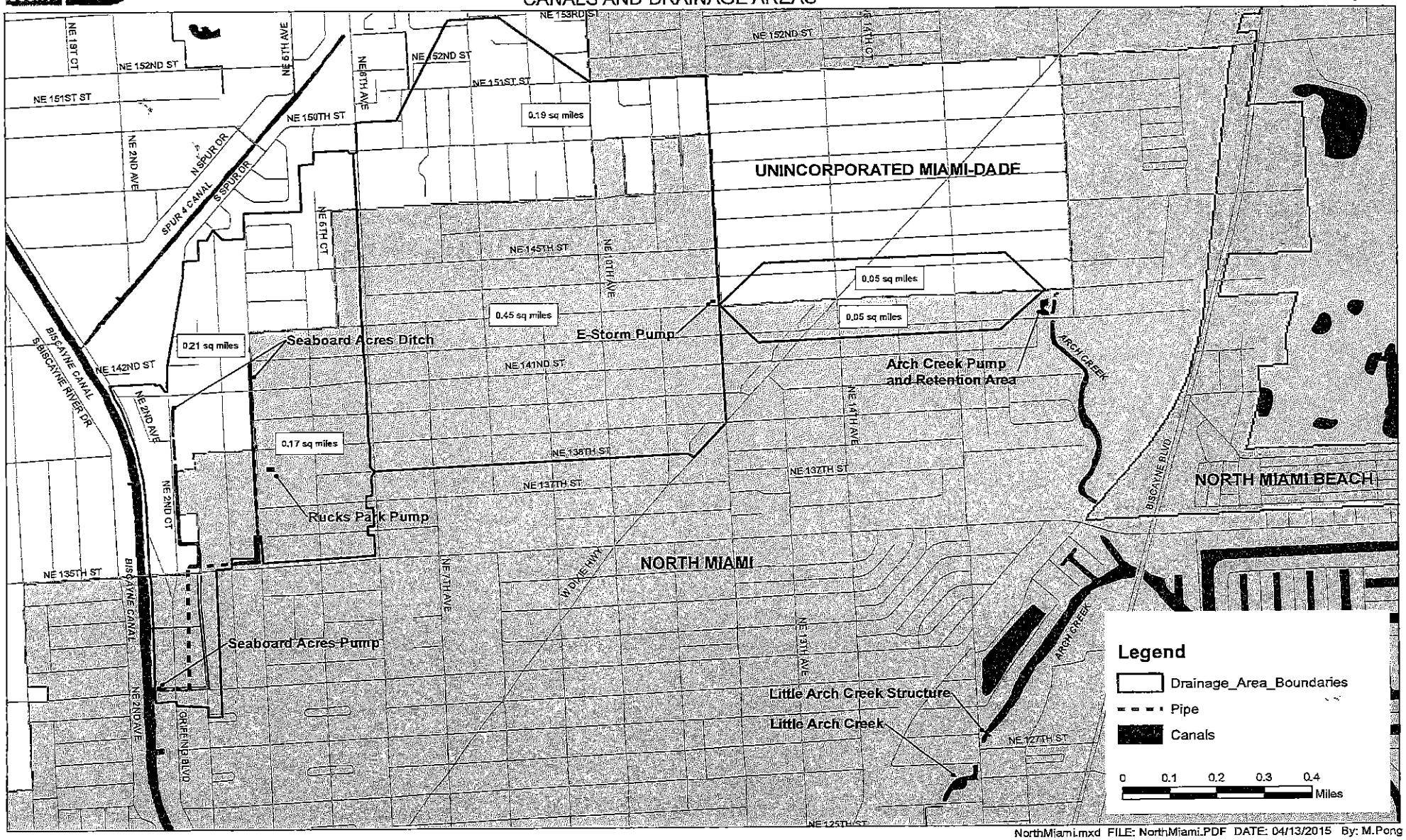
ATTACHMENT "A-1"

CITY OF NORTH MIAMI
CANAL DRAINAGE AREAS % SHARE

CANAL	DRAINAGE AREAS (SQ MILES)	% SHARE	
SEABOARD ACRES CANAL & PUMP			
1. North Miami	0.17	45%	
2. Miami-Dade County	0.21	55%	
CANAL			
LITTLE ARCH CREEK & STRUCTURE		100%	FULLY ENCLOSED
ARCH CREEK		100%	FULLY ENCLOSED
DRAINAGE SYSTEM			
E-STORM PUMP			
1. North Miami	0.45	70%	
2. Miami-Dade County	0.19	30%	
DRAINAGE SYSTEM			
ARCH CREEK PUMP & RETENTION AREA			
1. North Miami	0.05	50%	
2. Miami-Dade County	0.05	50%	

MIAMI-DADE COUNTY

ATTACHMENT "A-2"
CITY OF NORTH MIAMI
CANALS AND DRAINAGE AREAS



NorthMiami.mxd FILE: NorthMiami.PDF DATE: 04/13/2015 By: M.Pong

ATTACHMENT "B"

Five (5) Year Cost Share Table

(see attached exhibit)

ATTACHMENT "B"
CITY OF NORTH MIAMI
Canal Maintenance Estimated Costs (FY 2015/16 to 2019/20)

Selected Level of Service Shown Shaded

Culvert Cleaning - Above Water

Canal	Cycles per Year 1	2	3	4	Municipality's % Share	Cost
Arch Creek	$100	$200	$300	$400	100	$200
Seaboard Acres	$1,300	$2,600	$3,900	$5,200	45	$1,170
Little Arch Creek	$150	$300	$450	$600	100	$300
sub-total	$1,550	$3,100	$4,650	$6,200		$1,670

City's Cost at Selected Level of Service (2 cycles) **$1,670**
Line Item 1

Culvert Cleaning - Below Water

Canal	Cycles per Year 1	2	3	4	Municipality's % Share	Cost
Arch Creek	$100	$200	$300	$400	100	$100
Seaboard Acres	$3,000	$6,000	$9,000	$12,000	45	$1,350
Little Arch Creek	$300	$600	$900	$1,200	100	$300
sub-total	$3,400	$6,800	$10,200	$13,600		$1,750

City's Cost at Selected Level of Service (1 cycle) **$1,750**
Line Item 2

Mechanical Harvesting

Canal	Cycles per Year 1	2	3	4	Municipality's % Share	Cost
Arch Creek	N/A	N/A	N/A	N/A	100	$0
Seaboard Acres	N/A	N/A	N/A	N/A	45	$0
Little Arch Creek	N/A	N/A	N/A	N/A	100	$0
sub-total						$0

City'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 1	2	3	5	Municipality's % Share	Cost
Arch Creek	$100	$200	$300	$500	100	$500
Seaboard Acres	$1,300	$2,600	$3,900	$6,500	45	$2,925
Little Arch Creek	$500	$1,000	$1,500	$2,500	100	$2,500
sub-total	$1,900	$3,800	$5,700	$9,500		$5,925

City's Cost at Selected Level of Service (5 cycles) **$5,925**
Line Item 4

Mowing - Flat

Canal	Cycles per Year 1	2	3	4	Municipality's % Share	Cost
Arch Creek	$100	$200	$300	$400	100	$300
Seaboard Acres	$300	$600	$900	$1,200	45	$405
Little Arch Creek	$0	$0	$0	$0	100	$0
sub-total	$400	$800	$1,200	$1,600		$705

City's Cost at Selected Level of Service (3 cycles) **$705**
Line Item 5

ATTACHMENT "B"
CITY OF NORTH MIAMI
Canal Maintenance Estimated Costs (FY 2015/16 to 2019/20)

Mowing - Slope

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Arch Creek	$100	$200	$300	$400	100	$300
Seaboard Acres	$400	$800	$1,200	$1,600	45	$540
Little Arch Creek		N/A	N/A	N/A	100	$0
sub-total	$500	$1,000	$1,500	$2,000		$840

City's Cost at Selected Level of Service (3 cycles) **$840**

Line Item 6

Obstruction Removal

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Arch Creek	$980	$1,960	$2,940	$3,920	100	$980
Seaboard Acres	$980	$1,960	$2,940	$3,920	45	$441
Little Arch Creek	$980	$1,960	$2,940	$3,920	100	$980
sub-total	$2,940	$5,880	$8,820	$11,760		$2,400

City's Cost at Selected Level of Service (1 cycle) **$2,400**

Line Item 7

Salinity Control Structure - Labour & Energy

Canal	Cycles per Year				Municipality's	
	1	52	N/A	N/A	% Share	Cost
Little Arch Creek	$427	$22,204	N/A	N/A	100	$22,204
sub-total		$22,204				$22,204

City's Cost at Selected Level of Service (52 cycles) **$22,204**

Line Item 8

Pump Station - Labour & Energy

Canal	Cycles per Year				Municipality's	
	1	52	N/A	N/A	% Share	Cost
Arch Creek Pump	$1,400	$72,800			50	$36,400
Seaboard Acres	$514	$26,704	N/A	N/A	45	$12,017
sub-total		$99,504				$48,417

City's Cost at Selected Level of Service (52 cycles) **$48,417**

Line Item 9

*Preventative Mitigation / Emergency Repair - Contingency

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Arch Creek	$5,000	$10,000	$15,000	$20,000	100	$5,000
Seaboard Acres	$10,000	$20,000	$30,000	$40,000	45	$4,500
Little Arch Creek	$3,000	$6,000	$9,000	$12,000	100	$3,000
sub-total	$18,000	$36,000	$54,000	$72,000		$12,500

City's Cost at Selected Level of Service (1 cycle) **$12,500**

Line Item 10

ATTACHMENT "B"
CITY OF NORTH MIAMI
Canal Maintenance Estimated Costs (FY 2015/16 to 2019/20)

E-Storm Pump Station - Labour & Energy

Station	North Miami Cost per Year				MDC Utility's	
	Annual	N/A	N/A	N/A	% Share	Cost
NE 12 Av & 144 St.	$35,000		N/A	N/A	30	$10,500
sub-total	$35,000					$10,500

CITY'S CREDIT at Selected Level of Service (annually) **$10,500**

Line Item 11

Summary of Canal Maintenance Costs to the Utility and City

TOTAL ANNUAL MAXIMUM COST TO THE UTILITY (WITHOUT THIS AGREEMENT)	$161,348
TOTAL 5-YEAR MAXIMUM COST TO THE UTILITY (WITHOUT THIS AGREEMENT)	$806,740
MDC STORMWATER UTILITY NET ANNUAL MAXIMUM COST (WITH THIS AGREEMENT BEFORE CREDIT FOR E-STORM PUMP STATION)	$64,937
MDC STORMWATER UTILITY NET 5-YEAR COST (WITH THIS AGREEMENT BEFORE CREDIT FOR E-STORM PUMP STATION)	$324,685
NORTH MIAMI MAXIMUM ANNUAL COST (BEFORE CREDIT FOR E-STORM PUMP STATION)	**$96,411**
	Line Items 1 through 10
NORTH MIAMI MAXIMUM 5-YEAR COST (BEFORE CREDIT FOR E-STORM PUMP STATION)	**$482,055**

Notes:

1 Level of Service and Costs Provided by Miami-Dade County Public Works Department.

2 Annual maximum credit of $10,500 to the City, based on actuals for the E-Storm Pump Station.

3 Rucks Park Pump Station included in the Seaboard Acres drainage basin.

4 * Requires prior City and County staff approval.

5 Some values may be rounded.

4/15/2015

EXHIBIT "B"

Municipality's Resolution / Ordinance

RESOLUTION NO. 2015-R-44

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE THE FIVE (5) YEAR INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH MIAMI (CITY) AND THE MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY) FOR STORMWATER MANAGEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, AND TO ESTABLISH MUTUAL RESPONSIBILITIES FOR THE MAINTENANCE OF SHARED STORMWATER SYSTEMS BY THE CITY AND THE UTILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, Section 403.0893, Florida Statutes (2014), authorizes the establishment of stormwater utilities to plan, construct, operate and maintain stormwater management systems; and

WHEREAS, to effectuate the purpose of the statutory provision, the City of North Miami ("City") entered into an Interlocal Agreement ("Agreement") with Miami-Dade County Stormwater Utility ("Utility") to delineate the responsibilities between the parties relating to the maintenance of shared stormwater systems, including the allocation of related operating costs; and

WHEREAS, the current Agreement expires on September 30, 2015, necessitating a renewal for an additional five (5) year period to allow the continuation of work and cooperation between the City and the Utility; and

WHEREAS, the Mayor and City Council have determined that it is in the City's best interests to authorize the City Manager and City Attorney to execute the Agreement with the Utility, to continue to foster a mutually compatible stormwater management program for the next five (5) years.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of City Manager and City Attorney.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to execute a Five (5) Year Interlocal Agreement for Stormwater Management, in substantially the attached form, between the City of North Miami and Miami-Dade County Stormwater Utility.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 28th day of April, 2015.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Steril

Seconded by: Bien-Aime

Vote:

Mayor Smith Joseph, D.O., Pharm. D.	X (Yes)	(No)
Vice Mayor Carol Keys, Esq.	X (Yes)	(No)
Councilman Scott Galvin	X (Yes)	(No)
Councilman Philippe Bien-Aime	X (Yes)	(No)
Councilwoman Marie Erlande Steril, MSW	X (Yes)	(No)