

MEMORANDUM

Agenda Item No. 8(L)(1)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 4, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving two Interlocal Agreements for stormwater management between the Miami-Dade County Stormwater Utility (“Utility”) and two municipalities, by which the Utility would be reimbursed a total of up to \$847,700.00 over the five-year term of the agreements; approving Interlocal Agreements between the Utility and the Town of Medley and between the Utility and the City of Sweetwater; authorizing the County Mayor to execute the two Interlocal Agreements, and exercise any termination provisions and all other rights contained therein; and authorizing the County Mayor to execute future stormwater agreements, within certain parameters, between the Utility and the two municipalities

Resolution No. R-236-25

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.



Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001

Memorandum



Date: March 4, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Resolution Approving Two Separate Interlocal Agreements for Stormwater Management between the Miami-Dade County Stormwater Utility and the Town of Medley, and the City of Sweetwater

Executive Summary

Secondary canals maintained by Miami-Dade County (County) provide property and flood protection countywide including in municipal areas. Municipalities can share the cost of canal maintenance through stormwater management interlocal agreements with the County. The Town of Medley (Medley) and the City of Sweetwater (Sweetwater) currently have such cost share interlocal agreements with the County, but due to boundary changes based on annexations by both municipalities, those agreements need to be replaced.

This resolution is seeking Miami-Dade County Board of County Commissioners (Board) to: (1) Approve two Interlocal Agreements for Stormwater Management between the Miami-Dade County Stormwater Utility (Utility) and Medley and between the Utility and Sweetwater; (2) delegate authority for the County Mayor or County Mayor's designee to execute both agreements and exercise any termination provisions and all other rights contained therein; and (3) delegate authority for the County Mayor or County Mayor's designee, for a period of ten years, to execute future stormwater agreements between the Utility and each of the above-named municipalities, conditioned upon certain parameters.

Recommendation

It is recommended that the Board adopt the attached resolution approving and authorizing the execution of two retroactively starting Interlocal Agreements (collectively, the Agreements) for Stormwater Management between the Utility and Medley, attached as Exhibit 1, and between the Utility and Sweetwater, attached as Exhibit 2. These Agreements provide for the Utility to be reimbursed for canal maintenance work performed by the County on various secondary canals that traverse these municipalities. Each Agreement will have a five-year term with an effective retroactive start date of October 1, 2023, and will expire on September 30, 2028. Upon execution, these Agreements will replace the current Fiscal Year 2021-25 Interlocal Agreements for Stormwater Management between the Utility and Medley, and between the Utility and Sweetwater, respectively, which were approved pursuant to Resolution No. R-425-22.

It is also recommended that the Board authorize the County Mayor or County Mayor's designee, for a period of 10 years, to execute future Stormwater Maintenance Interlocal Agreements, within certain parameters, between the Utility and each of the above-mentioned municipalities.

Scope

The Town of Medley's and the City of Sweetwater's municipal boundaries are within Commission District 12, which is represented by Commissioner Juan Carlos Bermudez.

Delegation of Authority

This item authorizes the County Mayor or County Mayor's designee to execute the proposed Agreements attached to the resolution and exercise the termination provisions and other rights contained therein.

Additionally, pursuant to this resolution and upon Board approval, the County Mayor or County Mayor's designee will be authorized to execute future stormwater canal maintenance interlocal agreements between the Utility and Medley and Sweetwater, respectively, provided that the future stormwater maintenance agreements are substantially in the form of the prior stormwater maintenance agreements as attached in Exhibits 1 and 2, respectively; and after approval from the County Attorney's Office as to form and legal sufficiency; and that the cost share attachment (Attachment A in each respective agreements attached as Exhibits 1 and 2 to the resolution) remain unchanged.

Furthermore, for the list of services and costs (Attachment B in each respective agreement attached as Exhibits 1 and 2 to the resolution), the County Mayor or County Mayor's designee is authorized to adjust the number of cycles only for any or all of the task tables, provided that the tables otherwise remain consistent with the cost chart (Attachment B to Exhibits 1 and 2, respectively), and that the County Mayor or County Mayor's designee is authorized to increase the municipality's maximum reimbursable costs for any of the cost estimates in the respective Attachment B to each Agreement by up to ten (10) percent. This delegation of authority for future stormwater agreements shall apply to both Medley and Sweetwater, which have both been exempted from the provisions of the Miami-Dade County Stormwater Ordinance by the Board, or as otherwise provided by Code of Miami-Dade County.

The above-mentioned delegated authority is substantially similar to the delegated authority previously granted for stormwater management interlocal agreements with nine (9) other municipalities via Resolution No. R-425-22.

Fiscal Impact/Funding Source

Stormwater management interlocal agreements for canal maintenance provide for municipalities to cost share the canal maintenance performed by the County on secondary canals. No negative fiscal impact to the County is anticipated from the Medley and Sweetwater Agreements.

The drainage area contribution by a city to each secondary canal is used to determine the prorated cost share of actual expenditures to be reimbursed to the County under these agreements. Attachment A of these canal maintenance interlocal agreements show the percent allocations (percent share) to municipalities and unincorporated Miami-Dade County per secondary canal.

The total five-year cost of work to be performed by the County under the Agreement with Medley (Exhibit 1) is \$930,000.00, of which the County will be reimbursed up to \$357,180.00 (based on

Medley's drainage area) over the term of the Agreement. The County's costs are to be funded through the County's Stormwater Utility fees.

The total five-year cost of work to be performed by the County under the Agreement with Sweetwater (Exhibit 2) is \$1,710,000.00, of which the County will be reimbursed up to \$490,520.00 (based on Sweetwater's drainage area) over the term of the Agreement. The County's costs are to be funded through the County's Stormwater Utility fees.

Both Agreements will allow the County to be reimbursed up to \$847,700.00 of \$2,640,000.00 canal maintenance incurred cost. Depending on their respective drainage areas, other cities aside from Medley and Sweetwater may be providing additional canal maintenance cost share under separate agreements. At this time, 9 additional municipalities have entered into stormwater management interlocal agreements with the County.

This resolution's delegation of authority would authorize the County Mayor or County Mayor's designee to negotiate and execute future stormwater agreements for a period of up to 10 years, within certain parameters, and each such future stormwater agreement with either of these municipalities would provide for a comparable level of reimbursement to the County.

Track Record/Monitor

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

Background

On June 18, 1991, the Board adopted Ordinance No. 91-66 (hereinafter, the "Miami-Dade Stormwater Utility Ordinance"), creating the Utility and establishing a County-wide approach to stormwater management. As provided by the Code, the Board has, over time, permitted municipalities to be exempted from the provisions of the Miami-Dade Stormwater Utility Ordinance.

To allow for a uniform and countywide approach to stormwater management, the County maintains all canals in the secondary canal system with stormwater utility fees collected within the Unincorporated Municipal Service Area of the County. Municipalities which receive drainage and flood protection service from such canals and have been exempted from the provisions of the Stormwater Utility Ordinance, can share the cost of maintenance through stormwater management interlocal agreements.

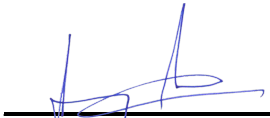
Medley was exempted from the provisions of Ordinance No. 91-66 by the Board on July 21, 1998, via Resolution No. R-866-98. On May 3, 2022, the Board adopted Resolution No. R-425-22, approving the most recent interlocal agreement (FY2021-25) for stormwater management between Medley and the County that established the responsibilities for the operation, maintenance, and cost-sharing of stormwater systems within Medley's boundaries. In early 2023, the Board approved the annexation by Medley of certain unincorporated areas, thus requiring a new stormwater management agreement. Medley signed a new five-year Agreement

on September 4, 2024, which is attached as Exhibit 1 to the resolution. The estimated total five-year cost of canal maintenance work to be performed by the County on secondary canals which traverse Medley is \$930,000.00, of which Medley will reimburse the County up to \$357,180.00 over the term of this Agreement.

Sweetwater was exempted from the provisions of Ordinance No. 91-66 by the Board on October 3, 2000, via Resolution No. R-1046-00. On May 3, 2022, the Board adopted Resolution No. R-425-22, approving the most recent (FY21-25) interlocal agreement for stormwater management between Sweetwater and the County that established the responsibilities for the operation, maintenance, and cost-sharing of stormwater systems within Sweetwater's boundaries. In December 2021, the Board approved the annexation by Sweetwater of certain unincorporated areas, thus requiring a new stormwater management agreement. Sweetwater signed a new five-year Agreement on November 13, 2024, which is attached as Exhibit 2 to the resolution. The estimated total five-year cost of canal maintenance work to be performed by the County on secondary canals which traverse Sweetwater is \$1,710,000.00, of which Sweetwater will reimburse the County up to \$490,520.00 over the term of this Agreement.

The attached Agreements are substantially similar to the agreements they are intended to replace, and similar to stormwater management agreements with other municipalities. The two (2) proposed Agreements were executed on behalf of the respective municipality at different times as some required additional discussions or meetings with municipal officials. Now both proposed Agreements are being brought before the Board for approval.

The County is committed to maintaining the level of service throughout these municipalities as doing so provides regional and localized flood protection; adoption of these agreements is beneficial in that they allow the County to be partially reimbursed for these expenses. During execution of the Agreements, it is understood and expected by the municipalities that the County will continue to provide canal maintenance service which is essential to ensure water flow and flood protection. Municipalities are normally invoiced after October of each year, allowing time to enter field sheets and check data for accuracy from the previous fiscal year. The Fiscal Year 2023 canal maintenance invoicing process was completed in December 2023. Fiscal Year 2024 canal maintenance invoicing will be performed after full execution of each of the attached agreements.


Jimmy Morales
Chief Operating Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 4, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(1)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____)** 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)(1)
3-4-25

RESOLUTION NO. R-236-25

RESOLUTION APPROVING TWO INTERLOCAL AGREEMENTS FOR STORMWATER MANAGEMENT BETWEEN THE MIAMI-DADE COUNTY STORMWATER UTILITY (“UTILITY”) AND TWO MUNICIPALITIES, BY WHICH THE UTILITY WOULD BE REIMBURSED A TOTAL OF UP TO \$847,700.00 OVER THE FIVE-YEAR TERM OF THE AGREEMENTS; APPROVING INTERLOCAL AGREEMENTS BETWEEN THE UTILITY AND THE TOWN OF MEDLEY AND BETWEEN THE UTILITY AND THE CITY OF SWEETWATER; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE TWO INTERLOCAL AGREEMENTS, AND EXERCISE ANY TERMINATION PROVISIONS AND ALL OTHER RIGHTS CONTAINED THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE FUTURE STORMWATER AGREEMENTS, WITHIN CERTAIN PARAMETERS, BETWEEN THE UTILITY AND THE TWO MUNICIPALITIES

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby approves the two Interlocal Agreements for stormwater management between Miami-Dade County Stormwater Utility and each of the following two municipalities: (a) the Town of Medley, and (b) the City of Sweetwater, both in substantially the form attached respectively as Exhibits 1 and 2 and made a part hereof, which provide for the reimbursement by the respective municipalities to the Miami-Dade County Stormwater Utility for stormwater management.

Section 2. This Board hereby authorizes the County Mayor or County Mayor's designee to execute the agreements attached as Exhibits 1 and 2 and to exercise any termination provisions and all other rights contained therein.

Section 3. This Board hereby delegates authority to the County Mayor or County Mayor's designee, for a period of ten years from the effective date of this resolution, to execute future stormwater maintenance agreements between the Utility and each of the two municipalities listed in Section 1 of this resolution. This delegation of authority is conditioned upon all of the following requirements and limitations: (a) the future stormwater maintenance agreement must be substantially in the form of the prior stormwater maintenance agreement for the respective municipality, as attached in Exhibits 1 and 2; (b) the respective cost share attachment (Attachment A in each respective agreement attached hereto as Exhibits 1 and 2) must remain unchanged; (c) for the list of services and costs (Attachment B in each respective agreement attached hereto as Exhibits 1 and 2), the County Mayor or County Mayor's designee is authorized to adjust only the number of cycles for any or all of the task tables, provided that the tables otherwise remain consistent with the cost chart in Attachment B in each respective agreement (attached hereto as Exhibits 1 and 2); (d) the County Mayor or County Mayor's designee is authorized to increase the municipality's maximum reimbursable costs for any of the cost estimates in this Attachment B (as shown in the Exhibits 1 and 2) by up to ten percent; and (e) this delegation of authority for future stormwater agreements shall only apply for municipalities that have been exempted from the provisions of the Miami-Dade County Stormwater Ordinance by the Board of County Commissioners, or as otherwise provided by the Code.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Oliver G. Gilbert, III	absent	Roberto J. Gonzalez	aye
Keon Hardemon	absent	Danielle Cohen Higgins	aye
Eileen Higgins	absent	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of March, 2025. 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

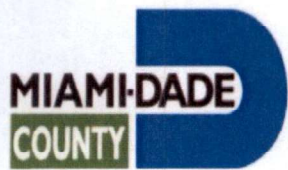
JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Abbie Schwaderer-Raurell

MIAMI-DADE COUNTY, FLORIDA



**FIVE (5) YEAR
INTERLOCAL AGREEMENT**

between

THE TOWN OF MEDLEY

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 TOWN OF MEDLEY (TOWN)
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY)
FOR STORMWATER MANAGEMENT**

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

WITNESSETH

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

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

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

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

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

WHEREAS, this Agreement shall supersede and replace the prior interlocal agreement between the TOWN and the UTILITY, which was fully executed by both parties as of June 14, 2022, and this Agreement shall be retroactive to October 1, 2023,

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

ARTICLE I PURPOSES

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

- (1) to protect and promote the public health, safety, and general welfare through the management of stormwater run-off;
- (2) to maintain and improve water quality and preserve and enhance the environmental quality of the receiving waters;
- (3) to control flooding that results from rainfall events;
- (4) to deter unmanaged rainwater from eroding sandy soils and causing sedimentation;
- (5) to deter the disruption of the habitat of aquatic plants and animals;
- (6) to promote intergovernmental cooperation in effectively and efficiently managing stormwater run-off;
- (7) to maintain and repair shared stormwater systems located within the limits of the drainage service areas, 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 TOWN to share and allocate the cost of maintaining and repairing shared stormwater drainage systems as stated in (7), above.

ARTICLE II DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Written notice shall mean written communication between the Project Managers.

ARTICLE III STATEMENT OF WORK

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

The TOWN shall maintain and repair shared stormwater systems located within the limits of the drainage service areas, depicted on the map in Attachment "A-2", in accordance with this Agreement and the TOWN's stormwater management plan. The TOWN shall be responsible for maintaining aesthetic conditions only on canals and other water bodies within the TOWN's boundary by providing for litter and minor debris removal as needed.

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

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

ARTICLE IV TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of five (5) years commencing on October 1, 2023 and ending on September 30, 2028, 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.

This Agreement shall be retroactive to October 1, 2023, and shall supersede and replace the prior interlocal agreement between the TOWN and the UTILITY, which was fully executed by both parties as of June 14, 2022.

ARTICLE V TOWN AND UTILITY RESPONSIBILITIES

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

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

C. Commencing with Fiscal Year 2024, and after approval of the Agreement, the costs allocable to the TOWN and the costs allocable to the UTILITY based on the relative stormwater runoff contribution to each other's shared portion of the stormwater drainage systems are included in this Agreement and presented as described in Attachment "B". Estimated total expenditures for the five (5) year term of this Agreement are also included and shall not be exceeded.

D. The tasks and levels of service set forth in Attachment "B" may be adjusted by the UTILITY due to prevailing environmental conditions, maintenance needs, or ownership, provided that the total annual estimated expenditures are not exceeded. The TOWN may also request modifications to the tasks or level of services set forth in Attachment "B". Any such work requested by the TOWN shall commence within reasonable time after the request has been made to the UTILITY. If the tasks and level of service must be adjusted in such a manner that the annual estimated expenditure will be exceeded in any given year, then approval by both parties' Project Managers must be obtained. However, the total five-year cost of the Agreement shall not be exceeded.

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

F. The TOWN and the UTILITY shall maintain financial records pertaining to this Agreement for 5 years after the expiration of this Agreement, and shall make them available for inspection and copying at the place where the records are maintained within a reasonable time after receiving a records request.

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

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

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

ARTICLE VI COMPENSATION/CONSIDERATION

A. It is the intent and understanding of the parties that this Agreement is solely for the TOWN and the UTILITY. No person or entity other than the TOWN or the UTILITY shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

ARTICLE VII DEFAULT

TOWN Event of Default

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

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

1. The right to declare that this Agreement together with all rights granted to the TOWN are terminated, effective upon such date as is designated by the UTILITY.
2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

UTILITY Event of Default

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

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

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

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

ARTICLE VIII GOVERNING LAW

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

ARTICLE IX ENTIRETY OF AGREEMENT

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

ARTICLE X HEADINGS

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

ARTICLE XI RIGHTS OF OTHERS

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

**ARTICLE XII
REPRESENTATION OF TOWN**

The TOWN represents that this Agreement has been duly authorized, executed and delivered by the TOWN Council of the TOWN of MEDLEY, as the governing body of the TOWN and it has the required power and authority to perform this Agreement and has granted the TOWN Mayor or the TOWN Mayor's Designee the required power and authority to perform this Agreement.

**ARTICLE XIII
REPRESENTATION OF UTILITY**

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

**ARTICLE XIV
WAIVER**

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

**ARTICLE XV
INVALIDITY OF PROVISIONS, SEVERABILITY**

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

**ARTICLE XVI
INDEPENDENT CONTRACTOR**

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

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

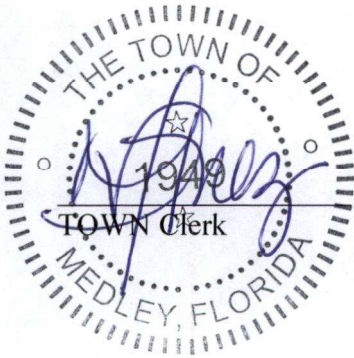
Nothing in this Agreement shall be construed as creating a partnership or joint venture between the UTILITY and the TOWN.

ARTICLE XVII INDEMNIFICATION

The TOWN shall indemnify and hold harmless the UTILITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the UTILITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the TOWN or its employees, agents, servants, partners, principals or subcontractors. TOWN shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the UTILITY, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the TOWN shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the TOWN arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the TOWN.

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

Attest:



9/4/2024
Date

TOWN OF MEDLEY, FLORIDA
7777 N.W. 72 Avenue
Medley, FL 33166
Attn: Mr. Roberto Martell, Town Mayor
(305) 887-9541

Authorized signature on behalf
of the TOWN of MEDLEY, Florida.

By: [Signature] 9/4/2024
TOWN Mayor Date

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

By: _____
Mayor or Mayor's Date
Designee

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

JUAN FERNANDEZ-BARQUIN, CLERK
Attest:

By: _____
Deputy Clerk Date

ATTACHMENT “A”

A.1 - Percent Share Calculation Table

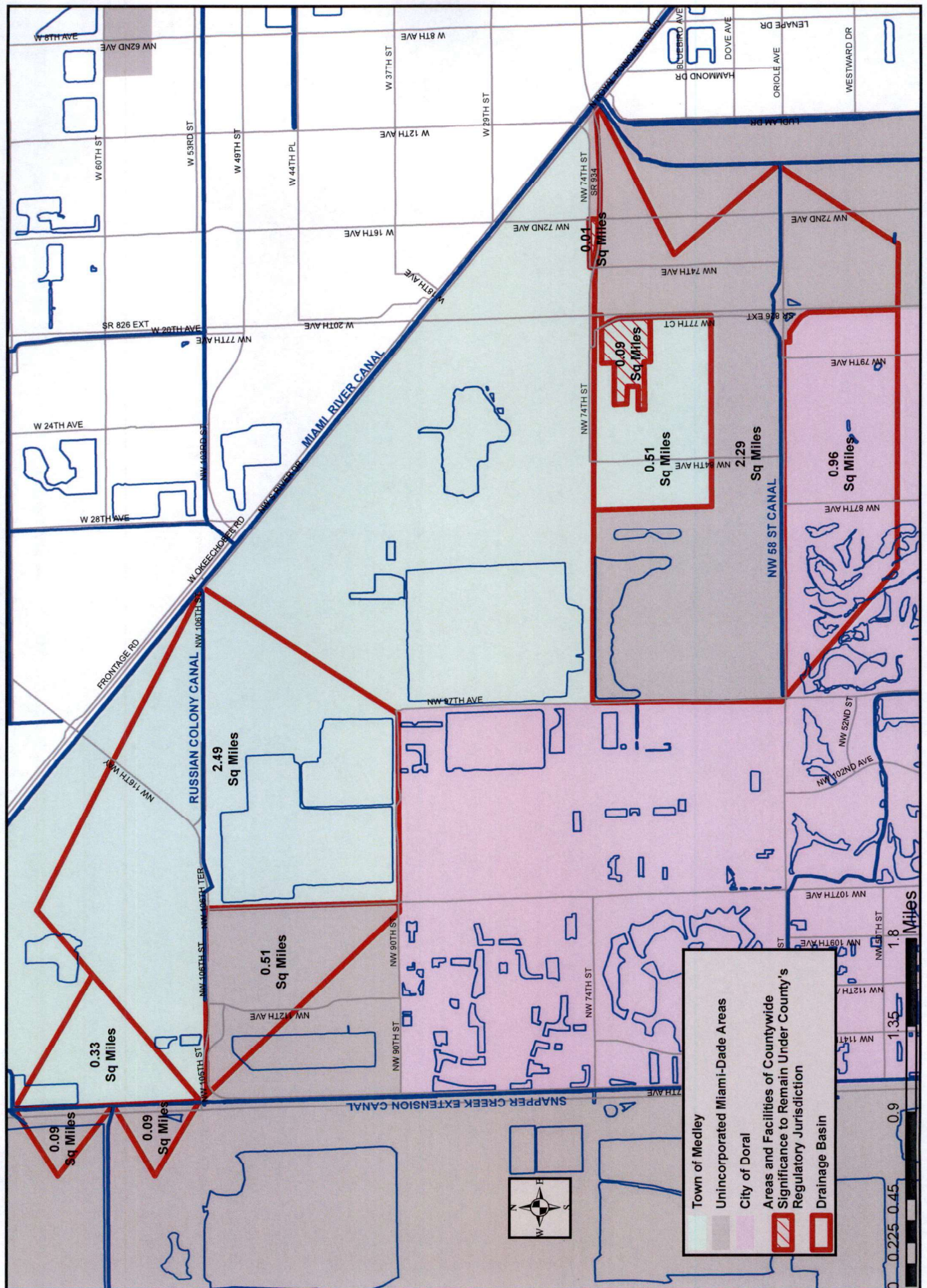
A.2 - Canals and Drainage Basins Map

ATTACHMENT "A.1"

TOWN OF MEDLEY CANAL DRAINAGE AREAS % SHARE

<u>CANAL</u>	<u>DRAINAGE AREAS (SQ MILE)</u>	<u>% SHARE</u>
NW 58 ST CANAL (NW 87 Ave to FEC Canal)		
1. Medley	0.51	13%
2. Doral	0.96	25%
3. Miami-Dade County	2.39	62%
RUSSIAN COLONY CANAL (Snapper Creek Ext. Canal to Miami River)		
1. Medley	2.49	83%
2. Miami-Dade County	0.51	17%
SNAPPER CREEK EXTENSION CANAL (NW 106 St to NW 122 St)		
1. Medley	0.33	65%
2. Miami-Dade County	0.18	35%

TOWN OF MEDLEY
CANALS AND DRAINAGE AREAS



ATTACHMENT “B”

Five (5) Year Cost Share Table

(see attached exhibit)

ATTACHMENT "B"

**Canal Maintenance Estimated Costs - FY 2024 to 2028
TOWN OF MEDLEY**

Selected Level of Service Shown Shaded

Culvert Cleaning - Above Water

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
NW 58 Street (NW 87 Ave to FEC Canal)	\$7,000	\$14,000	\$21,000	\$28,000	13	\$3,640
Russian Colony (Snapper Creek Canal to Miami River Canal)	\$500	\$1,000	\$1,500	\$2,000	83	\$1,660
Snapper Creek Ext. Canal (NW 106 St to NW 122 St)	\$1,000	\$2,000	\$3,000	\$4,000	65	\$2,600
sub-total	\$8,500	\$17,000	\$25,500	\$34,000		\$7,900

Town's Annual Cost at Current Level of Service (4 cycles) \$7,900

Line Item 1

Culvert Cleaning - Below Water

Canal Name	Cycles per Year				Municipality	
	1	2	3	4	% Share	Cost
NW 58 Street (NW 87 Ave to FEC Canal)	\$9,000	\$18,000	\$27,000	\$36,000	13	\$1,170
Russian Colony (Snapper Creek Canal to Miami River Canal)	\$4,000	\$8,000	\$12,000	\$16,000	83	\$3,320
Snapper Creek Ext. Canal (NW 106 St to NW 122 St)	\$1,000	\$2,000	\$3,000	\$4,000	65	\$650
sub-total	\$14,000	\$28,000	\$42,000	\$56,000		\$5,140

Town's Annual Cost at Current Level of Service (1 cycle) \$5,140

Line Item 2

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

Canal Name	Cycles per Year				Municipality	
	1	2	3	4	% Share	Cost
NW 58 Street (NW 87 Ave to FEC Canal)	\$15,000	\$30,000	\$45,000	\$60,000	13	\$7,800
Snapper Creek Ext. Canal (NW 106 St to NW 122 St)	\$1,000	\$2,000	\$3,000	\$4,000	65	\$2,600
sub-total	\$15,000	\$30,000	\$45,000	\$64,000		\$10,400

Town's Annual Cost at Current Level of Service (4 cycles) \$10,400

Line Item 3

¹Herbicide Treatment (or Mechanical Harvesting / Dragline)

Canal Name	Cycles per Year				Municipality	
	1	2	3	4	% Share	Cost
Russian Colony (Snapper Creek Ext. Canal to Miami River Canal)	\$7,000	\$14,000	\$21,000	\$28,000	83	\$23,240
sub-total	\$7,000	\$14,000	\$21,000	\$28,000		\$23,240

Town's Annual Cost at Current Level of Service (4 cycles) \$23,240

Line Item 4

Mowing - Flat

Canal Name	Cycles per Year				Municipality	
	1	2	3	4	% Share	Cost
NW 58 Street (NW 87 Ave to FEC Canal)	\$600	\$1,200	\$1,800	\$2,400	13	\$312
Russian Colony (Snapper Creek Canal to Miami River Canal)	\$200	\$400	\$600	\$800	83	\$664
Snapper Creek Ext. Canal (NW 106 St to NW 122 St)	\$200	\$400	\$600	\$800	65	\$520
sub-total	\$1,000	\$2,000	\$3,000	\$4,000		\$1,496

Town's Annual Cost at Current Level of Service (4 cycles) \$1,496

Line Item 5

ATTACHMENT "B"

**Canal Maintenance Estimated Costs - FY 2024 to 2028
TOWN OF MEDLEY**

Mowing - Slope

Canal Name	Cycles per Year				Municipality	
	1	2	3	4	% Share	Cost
NW 58 Street (NW 87 Ave to FEC Canal)	\$2,000	\$4,000	\$6,000	\$8,000	13	\$1,040
Russian Colony (Snapper Creek Canal to Miami River Canal)	\$1,500	\$3,000	\$4,500	\$6,000	83	\$4,980
Snapper Creek Ext. Canal (NW 106 St to NW 122 St)	\$1,000	\$2,000	\$3,000	\$4,000	65	\$2,600
sub-total	\$4,500	\$9,000	\$13,500	\$18,000		\$8,620

Town's Annual Cost at Current Level of Service (4 cycles) **\$8,620**

Line Item 6

² Obstruction Removal - As Needed

Canal Name	Events per year				Municipality	
	1	2	3	4	% Share	Cost
NW 58 Street (NW 87 Ave to FEC Canal)	\$1,000	\$2,000	\$3,000	\$4,000	13	\$520
Russian Colony (Snapper Creek Canal to Miami River Canal)	\$2,000	\$4,000	\$6,000	\$8,000	83	\$6,640
Snapper Creek Ext. Canal (NW 106 St to NW 122 St)	\$1,000	\$2,000	\$3,000	\$4,000	65	\$2,600
sub-total	\$4,000	\$8,000	\$12,000	\$16,000		\$9,760

Town's Annual Cost at Current Level of Service (4 events) **\$9,760**

Line Item 7

³ Preventative Mitigation / Emergency Repair - Contingency

Canal Name	per Event				Municipality	
	1				% Share	Cost
NW 58 Street (NW 87 Ave to FEC Canal)	\$10,000				13	\$1,300
Russian Colony (Snapper Creek Canal to Miami River Canal)	\$20,000				83	\$16,600
Snapper Creek Ext. Canal (NW 106 St to NW 122 St)	\$10,000				65	\$6,500
sub-total	\$40,000					\$24,400

Town's Cost at Current Level of Service (1 event) **\$24,400**

Line Item 8

Summary of Costs

MDC ESTIMATED TOTAL ANNUAL COST (before Medley's reimbursement to MDC) Annual **\$178,000**

MDC ESTIMATED TOTAL 5-YEAR COST (before Medley's reimbursement to MDC) 5-Year **\$890,000**

MDC ESTIMATED TOTAL 5-YEAR COST WITH 1 EVENT PREVENTATIVE MITIGATION / EMERGENCY REPAIR (before Medley's reimbursement to MDC) Total **\$930,000**

MEDLEY'S MAXIMUM ANNUAL REIMBURSEMENT TO MDC (Line Items 1 to 7) Annual **\$66,556**

MEDLEY'S MAXIMUM 5-YEAR REIMBURSEMENT TO MDC 5-Year **\$332,780**

MEDLEY'S MAXIMUM 5-YEAR REIMBURSEMENT TO MDC WITH 1 EVENT PREVENTATIVE MITIGATION / EMERGENCY REPAIR Total **\$357,180**

NOTES:

(1) If necessary, and at the County's discretion, Mechanical Harvesting / Dragline may be performed instead of Herbicide Treatment on the Russian Colony Canal.

(2) Obstruction Removal may include tasks such as Debris Removal by Hand, Remove Dead Animals, and Cut Vegetation

(3) Line Item 8: Emergency Repair / Preventative Mitigation: Requires Medley'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 Medley for the work. Total cost = \$40,000. Medley = \$24,400 & Miami-Dade County = \$15,600

EXHIBIT 2

MIAMI-DADE COUNTY, FLORIDA



**FIVE (5) YEAR
INTERLOCAL AGREEMENT**

between

THE CITY OF SWEETWATER

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 SWEETWATER (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 Sweetwater, a Florida Municipal Corporation, through its governing body, the City Commission of the City of Sweetwater, 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; and

WHEREAS, this Agreement shall supersede and replace the prior interlocal agreement between the CITY and the UTILITY, which was fully executed by both parties as of June 14, 2022, and this Agreement shall be retroactive to October 1, 2023,

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, 2023 and ending on September 30, 2028, 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.

This Agreement shall be retroactive to October 1, 2023, and shall supersede and replace the prior interlocal agreement between the CITY and the UTILITY, which was fully executed by both parties as of June 14, 2022.

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 2024, 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 Department of Transportation and Public Works - Road, Bridge, and Canal Maintenance Division.

ARTICLE VI COMPENSATION/CONSIDERATION

A. It is the intent and understanding of the parties that this Agreement is solely for the 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 Sweetwater, as the governing body of the CITY and it has the required power and authority to perform this Agreement and has granted the City Mayor or the City Mayor'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

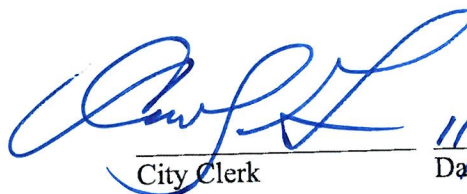
proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the CITY shall not be held liable 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.

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

Attest:

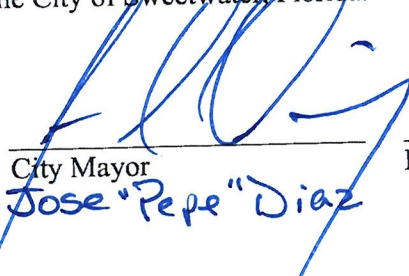
CITY OF SWEETWATER, FLORIDA
500 S.W. 109 Avenue
Sweetwater, FL 33174
Attn: Mr. Jose "Pepe" Diaz, City Mayor
(305) 221-0411





City Clerk 11/5/24
Date

Authorized signature on behalf
of the City of Sweetwater, Florida.

By: 

City Mayor

Jose "Pepe" Diaz

11/5/24
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

Juan Fernandez-Barquin, CLERK
Attest:

By: _____

Deputy Clerk

Date

ATTACHMENT “A”

“A.1” - Percent Share Calculation Table

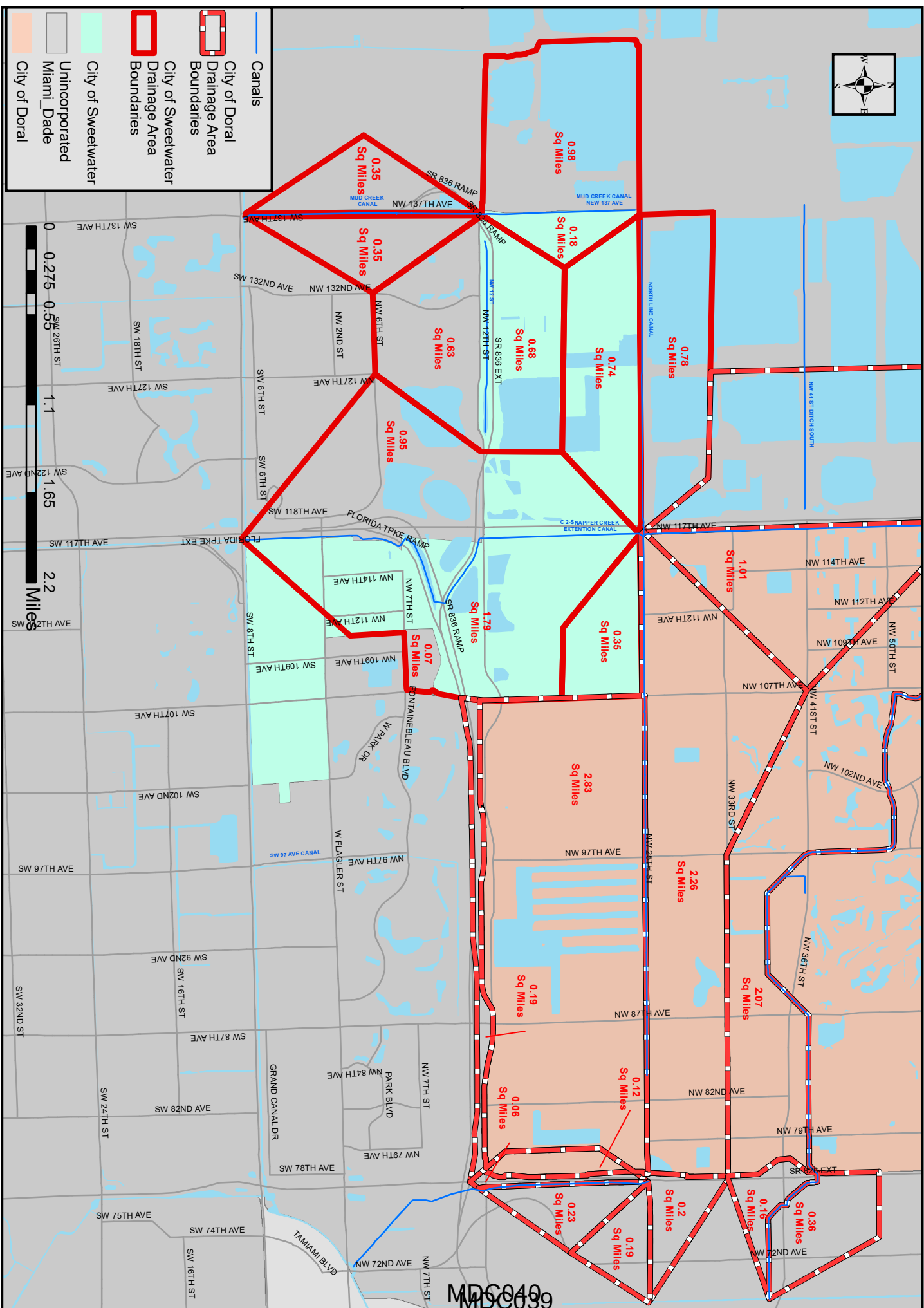
“A.2” - Canals and Drainage Areas Map

ATTACHMENT A.1

CITY OF SWEETWATER CANAL DRAINAGE AREAS % SHARE

<u>CANALS</u>	<u>DRAINAGE AREA (SQ MILES)</u>	<u>% SHARE</u>
SNAPPER CREEK EXTENSION CANAL (NW 25 St to SW 8 St)		
1. Sweetwater	1.79	64%
2. Miami-Dade County	1.02	36%
NORTHLINE / NW 25 STREET CANAL (Snapper Creek Ext. Canal to Tamiami Canal)		
1. Sweetwater	1.09	14%
2. Miami-Dade County	1.65	21%
3. Doral	5.21	65%
MUD CREEK CANAL (NW 25 St to SW 8 St)		
1. Sweetwater	0.18	10%
2. Miami-Dade County	1.68	90%

**CITY OF SWEETWATER
CANALS AND DRAINAGE AREAS**



ATTACHMENT “B”

Five (5) Year Cost Share Table

(see attached exhibit)

ATTACHMENT "B"**Canal Maintenance Estimated Costs - FY2024 to FY2028
CITY OF SWEETWATER**

Selected Level of Service Shown Shaded

Culvert Cleaning - Above Water

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Mud Creek Canal (NW 25 St to SW 8 St)	\$1,500	\$3,000	\$4,500	\$6,000	10	\$450
North Line aka NW 25 St Canal	\$6,400	\$12,800	\$19,200	\$25,600	14	\$2,688
Snapper Creek Ext. (NW 25 St to SW 8 St)	\$2,500	\$5,000	\$7,500	\$10,000	64	\$4,800
sub-total	\$10,400	\$20,800	\$31,200	\$41,600		\$7,938

City's Annual Cost at Current Level of Service (3 cycles)**\$7,938**

Line Item 1

Culvert Cleaning - Below Water

Canal Name	Cycles per Year				Municipality	
	1	2	3	4	% Share	Cost
Mud Creek Canal (NW 25 St to SW 8 St)	\$1,000	\$2,000	\$3,000	\$4,000	10	\$100
North Line aka NW 25 St Canal	\$5,000	\$10,000	\$15,000	\$20,000	14	\$700
Snapper Creek Ext. (NW 25 St to SW 8 St)	\$1,500	\$3,000	\$4,500	\$6,000	64	\$960
sub-total	\$7,500	\$15,000	\$22,500	\$30,000		\$1,760

City's Annual Cost at Current Level of Service (1 cycle)**\$1,760**

Line Item 2

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

Canal Name	Cycles per Year				Municipality	
	1	2	3	4	% Share	Cost
Mud Creek Canal (NW 25 St to SW 8 St)	\$3,000	\$6,000	\$9,000	\$12,000	10	\$1,200
North Line aka NW 25 St Canal	\$3,500	\$7,000	\$10,500	\$14,000	14	\$1,960
Snapper Creek Ext. (NW 25 St to SW 8 St)	\$8,000	\$16,000	\$24,000	\$32,000	64	\$20,480
sub-total	\$14,500	\$29,000	\$43,500	\$58,000		\$23,640

City's Annual Cost at Current Level of Service (4 cycles)**\$23,640**

Line Item 3

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

Canal Name	Cycles per Year				Municipality	
	1	2	3	4	% Share	Cost
Mud Creek Canal (NW 25 St to SW 8 St)	\$10,500	\$21,000	\$31,500	\$42,000	10	\$3,150
North Line aka NW 25 St Canal	\$40,000	\$80,000	\$120,000	\$160,000	14	\$16,800
Snapper Creek Ext. (NW 25 St to SW 8 St)	\$15,000	\$30,000	\$45,000	\$60,000	64	\$28,800
sub-total	\$65,500	\$131,000	\$196,500	\$262,000		\$48,750

City's Annual Cost at Current Level of Service (3 cycles)**\$48,750**

Line Item 4

Mowing - Flat

Canal Name	Cycles per Year				Municipality	
	1	2	3	4	% Share	Cost
Mud Creek Canal (NW 25 St to SW 8 St)	\$600	\$1,200	\$1,800	\$2,400	10	\$240
North Line aka NW 25 St Canal	\$750	\$1,500	\$2,250	\$3,000	14	\$420
Snapper Creek Ext. (NW 25 St to SW 8 St)	\$1,300	\$2,600	\$3,900	\$5,200	64	\$3,328
sub-total	\$2,650	\$5,300	\$7,950	\$10,600		\$3,988

City's Annual Cost at Current Level of Service (4 cycles)**\$3,988**

Line Item 5

ATTACHMENT "B"

**Canal Maintenance Estimated Costs - FY2024 to FY2028
CITY OF SWEETWATER**

Mowing - Slope

Canal Name	Cycles per Year				Municipality	
	1	2	3	4	% Share	Cost
Mud Creek Canal (NW 25 St to SW 8 St)	\$1,000	\$2,000	\$3,000	\$4,000	10	\$400
North Line aka NW 25 St Canal	\$2,800	\$5,600	\$8,400	\$11,200	14	\$1,568
Snapper Creek Ext. (NW 25 St to SW 8 St)	\$2,500	\$5,000	\$7,500	\$10,000	64	\$6,400
sub-total	\$6,300	\$12,600	\$18,900	\$25,200		\$8,368

City's Annual Cost at Current Level of Service (4 cycles)

\$8,368

Line Item 6

¹Obstruction Removal - As Needed (unscheduled)

Canal Name	Events per Year				Municipality	
	1	2	3	4	% Share	Cost
Mud Creek Canal (NW 25 St to SW 8 St)	\$1,000	\$2,000	\$3,000	\$4,000	10	\$200
North Line aka NW 25 St Canal	\$1,000	\$2,000	\$3,000	\$4,000	14	\$280
Snapper Creek Ext. (NW 25 St to SW 8 St)	\$1,000	\$2,000	\$3,000	\$4,000	64	\$1,280
sub-total	\$3,000	\$6,000	\$9,000	\$12,000		\$1,760

City's Annual Cost at Current Level of Service (2 events)

\$1,760

Line Item 7

²Preventative Mitigation / Emergency Repair - Contingency

Canal Name	per Event				Municipality	
	1	2	3	4	% Share	Cost
Mud Creek Canal (NW 25 St to SW 8 St)	\$10,000				10	\$1,000
North Line aka NW 25 St Canal	\$15,000				14	\$2,100
Snapper Creek Ext. (NW 25 St to SW 8 St)	\$10,000				64	\$6,400
sub-total	\$35,000					\$9,500

City's Cost at Current Level of Service (1 event)

\$9,500

Line Item 8

Summary of Costs

MDC ESTIMATED TOTAL ANNUAL COST (before Sweetwater's reimbursement to MDC)

Annual **\$335,000**

MDC ESTIMATED TOTAL 5-YEAR COST (before Sweetwater's reimbursement to MDC)

5-Year **\$1,675,000**

MDC ESTIMATED TOTAL 5-YEAR COST WITH 1 EVENT PREVENTATIVE MITIGATION /
EMERGENCY REPAIR (before Sweetwater's reimbursement to MDC)

Total **\$1,710,000**

SWEETWATER'S MAXIMUM ANNUAL REIMBURSEMENT TO MDC (Line Items 1 to 7)

Annual **\$96,204**

SWEETWATER'S MAXIMUM 5-YEAR REIMBURSEMENT TO MDC

5-Year **\$481,020**

**SWEETWATER'S MAXIMUM 5-YEAR REIMBURSEMENT TO MDC WITH 1-EVENT PREVENTATIVE
MITIGATION / EMERGENCY REPAIR**

Total **\$490,520**

NOTES:

1. Obstruction Removal may include tasks such as Debris Removal by Hand, Remove Dead Animals, and Cut Vegetation

2. Line Item 8 - Requires Sweetwater'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 = \$35,000: Sweetwater = \$9,500 & MDC = \$25,500.