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RESOLUTION NO. 2011-60

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A TEN (10) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT TO CONTINUE THE BILLING OF STORMWATER UTILITY CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village exercised its option to be exempt from the provisions of Section 24-61-2 of the Code of Miami-Dade County per Resolution 05-50 passed and adopted by the Village Council at its scheduled meeting on July 11, 2005; and,

WHEREAS, the Village of Palmetto Bay entered into an Interlocal Agreement with Miami-Dade County for stormwater utility billing on November 26, 2006; and,

WHEREAS, the term of the Interlocal Agreement is for a period of five (5) years commencing on November 26, 2006 through November 27, 2011; and,

WHEREAS, the term of the attached Interlocal Agreement is for a period of ten (10) years commencing on November 27, 2011 through November 27, 2021; and,

WHEREAS, under this Interlocal Agreement the Village of Palmetto Bay requested for Miami-Dade County Water and Sewer to administer, bill and collect a stormwater utility service charge simultaneously with the issuance of the County's bills for water and sewer service; and,

WHEREAS, the Village is responsible to operate and maintain the stormwater utility system within the Villages boundaries and has determined that entering into a ten (10) year agreement with Miami-Dade County Water and Sewer Department for continued administration, billing and collection of stormwater utility service charges simultaneously with the issuance of the County's bills for water and sewer, is the most practical and economical alternative for billing and collecting the fees associated with the Village's Stormwater Management Utility system.

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

Section 1: The Village Manager is authorized renew the Interlocal Agreement with Miami-Dade County to continue billing stormwater charges. The Interlocal Agreement is attached and incorporated by reference as exhibit 1.

Section 2: This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 3rd day of October, 2011.

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ATTEST: Meighan Alexander
Meighan Alexander
Village Clerk

Shelley Stanczyk
Shelley Stanczyk
Mayor

READ AND APPROVED AS TO FORM:

Eve Boutsis
Eve Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Patrick Fiore YES
- Council Member Howard J. Tendrich YES
- Council Member Joan Lindsay YES
- Vice-Mayor Brian W. Pariser YES
- Mayor Shelley Stanczyk. YES

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3 **RESOLUTION NO. 05-50**
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5 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL
6 OF THE VILLAGE OF PALMETTO BAY, FLORIDA,
7 NOTIFYING THE BOARD OF COUNTY COMMISSIONERS OF
8 MIAMI-DADE COUNTY, FLORIDA AND THE DIRECTOR OF
9 THE MIAMI-DADE COUNTY DEPARTMENT OF
10 ENVIRONMENTAL RESOURCES MANAGEMENT (DERM) AS
11 REQUIRED BY SECTION 24-61 OF THE MIAMI-DADE
12 COUNTY CODE; THAT THE VILLAGE REQUEST
13 EXEMPTION FROM INCLUSION IN THE COUNTY'S
14 STORMWATER UTILITY; COMMITTING TO ESTABLISH A
15 STORMWATER UTILITY WITHIN THE MUNICIPAL
16 BOUNDARIES OF THE VILLAGE IN ACCORDANCE WITH
17 SECTION 403.0893(1) (2) OR (3), FLORIDA STATUES;
18 AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE
19 AN INTERLOCAL AGREEMENT WITH THE COUNTY FOR
20 THE COLLECTION OF THE VILLAGE'S STORMWATER
21 UTILITY FEES; AND PROVIDING FOR AN EFFECTIVE DATE.
22

23 **WHEREAS**, the Village of Palmetto Bay is part of the Miami-Dade County Stormwater
24 Utility Program; and,
25

26 **WHEREAS**, pursuant to Section 24-61, et seq., of the County Code, the Village may
27 establish their own Stormwater Utility and request exemption from Miami-Dade County Stormwater
28 Utility upon committing to implement the provisions of Section 403.0893 (1), (2) or (3), Florida
29 Statues, by creating a stormwater utility and adopting stormwater utility fees sufficient to plan,
30 construct, operate and maintain a stormwater management system; and,
31

32 **WHEREAS**, the Village contracted with Kimley Horn and Associates, Inc. to prepare a
33 stormwater master plan and as part of the plan, the Village intends to establish a Stormwater Utility
34 within the boundaries of the Village; and,
35

36 **WHEREAS**, the utility fee collected from the residents will be used to maintain and
37 improve drainage systems within the Village; and,
38

39 **WHEREAS**, the Village desires to exercise its option to exempt the Village from the
40 County's Stormwater Utility; and,
41

42 **NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND VILLAGE COUNCIL**
43 **OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
44

AGREEMENT FOR THE BILLING OF
STORMWATER CHARGES
BETWEEN
MIAMI-DADE COUNTY
AND
VILLAGE OF PALMETTO BAY

THIS AGREEMENT, entered into this 27th day of November, 2006, by and between the VILLAGE OF PALMETTO BAY, ~~FLORIDA~~, a municipal corporation of the State of Florida (the "VILLAGE"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "COUNTY").

W I T N E S S E T H:

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

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

WHEREAS, by Resolution No. R-1218-06 approved on October 24, 2006, by the Board of County Commissioners, as of October 1, 2006 the VILLAGE has been exclusively responsible to operate and maintain the stormwater utility system within the VILLAGE boundaries, and

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

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

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

NOW, THEREFORE, in consideration of mutual advantages, it is agreed:

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

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

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

responsible for the notification of new owners, occupants or tenants that there is a stormwater utility service charge.

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

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

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

Section 6. For billings performed from October 1, 2006 through the expiration of this agreement, the stormwater billings and remittance to the VILLAGE shall be as shown below:

- A. Quarterly billings represent service rendered for the previous 90 day period and shall be prorated for a period from October 1, 2006 through December 31, 2006 as follows:

October 2006 - 83.3% of the revenue billed shall be retained by the COUNTY and 16.7% shall be remitted to the VILLAGE.

November 2006 - 50% of the revenue billed shall be retained by the COUNTY and 50% shall be remitted to the VILLAGE.

December, 2006 - 16.7% of the revenue billed shall be retained by the COUNTY and 83.3% of shall be remitted to the VILLAGE.

- B. Monthly billings represent service rendered for the previous 30-day period, therefore, for the month of October, 2006, the revenue billed shall be prorated and 50% of the revenue shall be retained by the COUNTY and 50% of the revenue shall be remitted to the VILLAGE.
- C. For monthly billings performed after November 1, 2006 and quarterly billings performed after January 1, 2007, to the termination of the agreement, 100% of the billed amounts will be paid to the VILLAGE less the deductions as provided in Sections 7, 10 and 11.

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

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

Section 9. Both the VILLAGE and the COUNTY recognize that in the billing and collection of stormwater utility service charges involving thousands of customers, numerous situations arise which require discretion. The VILLAGE agrees with the COUNTY that the COUNTY may use its best judgment in such instances. The COUNTY's method or manner shall not be considered as negligence under or independent of the terms and conditions of this Agreement or as a

breach thereof and the COUNTY shall not be liable or responsible to the VILLAGE for any loss in stormwater utility service charge revenues by reason of the COUNTY's discretionary handling of such situations. Without limiting the preceeding, the COUNTY shall have the right to remove or adjust the stormwater utility service charge from a customer's bill if the customer provides proof acceptable to the COUNTY that he or she was not the owner, occupant or tenant of the property on the date that the stormwater utility service charge was applied. However, the COUNTY shall advise the VILLAGE of all adjustments to VILLAGE accounts as part of the monthly statements provided pursuant to Section 5. Except as otherwise specified in this paragraph, any adjustments to accounts assessed a stormwater utility service charge shall be initiated solely by the VILLAGE and provided to the COUNTY in writing.

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

- A. A one-time reimbursement in the amount of \$500 to the COUNTY for costs incidental to the COUNTY's establishment of the original records necessary for the COUNTY to bill stormwater utility service charges or accounts for and on behalf of the VILLAGE and as the agent of the VILLAGE , including but not limited to (1) payroll cost and related overhead costs; (2) equipment purchased for the exclusive use of maintaining records necessary for billing said charges; (3) cost of all changes in COUNTY's billing equipment to make feasible the COUNTY's billing for stormwater utility service charges. This amount shall be deducted from the first payment to the VILLAGE ; and
- B. For the period from October 1, 2006, until this agreement is modified pursuant to Section 12 hereinafter, a charge in the amount of eighty-seven cents (\$0.87) per bill for all accounts to be charged the VILLAGE 's stormwater utility service charge; and
- C. For all costs and expenses incurred and paid by the COUNTY during the preceding month in defending legal actions brought against the COUNTY by any person, firm or corporation, excluding the VILLAGE, involving billing or collection of stormwater utility service charges on behalf of the VILLAGE , or involving the COUNTY's administration of the terms and conditions of this Agreement.

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

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

Section 12. The COUNTY reserves the right to review and revise the charges provided for in Section 10 (B) hereinabove and the VILLAGE agrees to be bound thereby, provided the COUNTY provides ninety (90) days notice to VILLAGE of said proposed revised charges.

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

Section 14. The VILLAGE agrees that the COUNTY shall not be held liable for any damage, delay or other loss which the VILLAGE may experience as a result of the COUNTY's practices in

administering this Agreement, unless such loss arises from negligence of the COUNTY, its employees or agents.

Section 15. This Agreement shall remain in full force and effect for a period of five (5) years after its date of execution. This Agreement may be extended at that time by written mutual consent of the parties hereto, without which it shall terminate. Notwithstanding the above provisions, this Agreement shall terminate and be cancelled without further writings between the VILLAGE and the COUNTY upon either party providing six (6) months notice in writing to the other party so advising the other party.

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

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

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

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

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

Section 19. All references to the VILLAGE under this Agreement that require direction to the COUNTY shall mean the VILLAGE Manager or his designee. Whenever written notice to the VILLAGE is required it shall be sent by Certified Mail, Return Receipt Requested, to The VILLAGE OF PALMETTO BAY, 8950 S. W. 152nd Street, Palmetto Bay, Florida, 33157 (Attention: Charles Scurr),

VILLAGE Manager). Whenever written notice to the COUNTY is required it shall be sent by Certified Mail, Return Receipt Requested, to Miami-Dade County, Miami-Dade Water and Sewer Department, 3071 S. W. 38th Avenue, Miami, Florida 33146, (Attention: Assistant Director-Finance).

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

MIAMI-DADE COUNTY



ATTEST: [Signature]
Clerk

BY: [Signature]
County Manager

ATTEST:

VILLAGE OF PALMETTO BAY
8950 SW 152nd Street
Palmetto Bay, Florida 33157

BY: [Signature]
Village Clerk

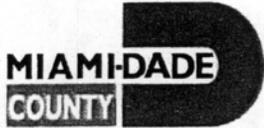
BY: [Signature]
Village Manager

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

[Signature]
Assistant County Attorney

[Signature]
VILLAGE Attorney



miamidade.gov

Water and Sewer
PO Box 330316 • 3071 SW 38 Avenue
Miami, Florida 33233-0316
T 305-665-7471

August 5, 2011

Mr. Ron E. Williams
Village Manager
Village of Palmetto Bay
9705 Hibiscus Street
Palmetto Bay, Florida 33157

Re: Agreement providing for stormwater billing
Services for the Village of Palmetto Bay

Dear Mr. Williams:

Enclosed are four copies of the agreement for the provision of stormwater billing services by Miami-Dade County's Water and Sewer Department to the Village of Palmetto Bay for your review and approval. The new agreement is for a period of ten (10) years and replaces the existing agreement which will expire on November 27, 2011.

Please have all four copies signed and returned to my attention at 3071 S.W. 38th Avenue, Suite, 538-5, Miami FL, 33146. After the County Mayor has signed the agreement, a fully executed copy will be mailed to you.

If you have any questions, please do not hesitate to call me at (786) 552-8045.

Sincerely,

A handwritten signature in cursive script that reads "Sara Leu".

Sara Leu, Chief
Intergovernmental Affairs Section

Attachments

RECEIVED

AUG 12 2011

VILLAGE MANAGER'S OFFICE
RON E. WILLIAMS

AGREEMENT FOR THE BILLING OF
STORMWATER CHARGES
BETWEEN
MIAMI-DADE COUNTY
AND
VILLAGE OF PALMETTO BAY

THIS AGREEMENT, entered into this ___ day of _____, 2011, by and between the VILLAGE OF PALMETTO BAY, FLORIDA, a municipal corporation of the State of Florida (the "VILLAGE"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "COUNTY").

WITNESSETH:

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

WHEREAS, effective October 1, 2006, the VILLAGE has been exclusively responsible to operate and maintain the stormwater utility system within the VILLAGE boundaries, and

WHEREAS, on November 27, 2006, the COUNTY and the VILLAGE entered into an agreement providing for the billing of stormwater charges by the COUNTY for the VILLAGE and has been administering, billing and collecting a stormwater utility service charge simultaneously with the issuance of the COUNTY's bills for water and sewer service, and

WHEREAS, the VILLAGE desires the COUNTY to continue to administer, bill and collect the stormwater utility service charge on behalf of the VILLAGE, and

WHEREAS, the COUNTY has agreed to continue to administer, bill and collect the stormwater utility service charge on behalf of the VILLAGE, and

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

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

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

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

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

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

Section 5. The COUNTY will keep correct and proper books of accounts, showing monthly gross billings of stormwater utility service charges, and shall provide to the VILLAGE a monthly statement in writing, showing the net amount owed the VILLAGE by the COUNTY for the month covered by such statement. The COUNTY shall provide this statement and the remittance due the VILLAGE within sixty (60) days of the end of each monthly period. Based on such statement, the COUNTY shall make payment to the VILLAGE of the amount due, less the COUNTY's compensation for the billing and collection of said charges and less any other payments or deductions as hereinafter specifically provided in Sections 6, 9 and 10 of this Agreement. Furthermore, the COUNTY'S billing system may also be capable of monthly billing to all water and sewer customers in the future.

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

Section 6. Adjustments for uncollected stormwater billings shall be made on a regular basis, at least annually or when write-offs occur, as a deduction provided in Section 5.

Section 7. Upon written request from the VILLAGE, the COUNTY shall make available for inspection or audit by the VILLAGE and its representatives at any reasonable time all of its records pertaining to the COUNTY's actions under this Agreement as agent for the VILLAGE and shall also furnish to the VILLAGE such information concerning the administration of this Agreement as the VILLAGE may reasonably request, including information as to delinquent stormwater utility charges and accounts not currently being billed. Should the VILLAGE, in any audit of the COUNTY's records, find a discrepancy between the amount of funds remitted to the VILLAGE and the actual billing and collection by the COUNTY, the COUNTY shall within 30 days of receipt of written notification from the VILLAGE, remit to the VILLAGE the sums owed.

Section 8. Both the VILLAGE and the COUNTY recognize that in the billing and collection of stormwater utility service charges involving thousands of customers, numerous situations arise that require discretion. The VILLAGE agrees with the COUNTY that the COUNTY may use its best judgment in such instances. The COUNTY's method or manner of handling such situations shall not be considered as negligence under or independent of the terms and conditions of this Agreement or as a breach thereof, and the COUNTY shall not be liable or responsible to the VILLAGE for any loss in stormwater utility service charge revenues by reason of the COUNTY's discretionary handling of such situations. Specifically, the COUNTY shall have the right to remove or adjust the stormwater utility service charge from a customer's bill if the customer provides proof acceptable to the COUNTY that he or she was not the owner, occupant or tenant of the property on the date that the stormwater utility service charge was applied. . Except as otherwise specified in this Section, any adjustments to accounts assessed a stormwater utility service charge shall be initiated solely by the VILLAGE and provided to the COUNTY in writing.

Section 9. The VILLAGE agrees to pay to the COUNTY, and the COUNTY shall receive from the VILLAGE, by means of deduction from payments for monthly billings, compensation determined as follows:

- A. For the period from the effective date of this agreement, until the agreement is modified pursuant to Section 11 hereinafter, a charge in the amount of eighty-one cents (\$0.81) per bill for all accounts to be charged the VILLAGE'S stormwater utility service charge; and
- B. For all costs and expenses incurred and paid by the COUNTY during the preceding month in defending legal actions brought against the COUNTY by any person, firm or corporation, excluding the VILLAGE, involving billing or collection of stormwater utility service charges on behalf of the VILLAGE, or involving the COUNTY's administration of the terms and conditions of this Agreement.

The COUNTY shall notify the VILLAGE in writing of any legal claims filed against the COUNTY pertaining to the COUNTY's billing and collection of the VILLAGE'S stormwater fees within thirty (30) working days of receipt of any claim. The VILLAGE shall have the option to defend the COUNTY on any

such claims and settle or compromise the same unless such a claim involves employee dishonesty or theft.

Section 10. The VILLAGE agrees to pay to the COUNTY, and the COUNTY shall receive from the VILLAGE, by means of deduction from payments for monthly billings of stormwater utility service charges collected by the COUNTY for the VILLAGE, the VILLAGE'S pro-rata share of debt service on (i) the Stormwater Bonds until they are paid in full or provision made for their payment pursuant to Article IX of Ordinance No. 98-187, enacted by the Board of County Commissions on December 15, 1998 in accordance with the debt service schedule set forth in Exhibit "A" to this Agreement and (ii) any obligations associated with cost sharing Stormwater Management Projects that may include, but not be limited to, canal dredging, canal maintenance and drainage projects that may be agreed to subsequent to the date of this Agreement for which payment will be based on a mutually agreed fraction. For any payments pursuant to (ii) above, the COUNTY, through its Department of Environmental Resources Management with a copy to be sent to the Department, will inform the VILLAGE thirty (30) calendar days prior to the beginning of each Fiscal Year, of the amount of stormwater utility service charges the County will retain each month in addition to the those retained pursuant to Exhibit "A" to this Agreement. Upon agreement by both the VILLAGE and the COUNTY, Exhibit "A" to this Agreement may be modified to include any additional VILLAGE share of debt service due to future VILLAGE annexations.

Section 11. The COUNTY reserves the right to review and revise the charges provided for in Section 9 (A) hereinabove and the VILLAGE agrees to be bound thereby, provided the COUNTY provides ninety (90) days notice to the VILLAGE of said proposed revised charges.

Section 12. All telephone calls and correspondence from customers regarding the stormwater utility shall be the responsibility of the VILLAGE. The COUNTY shall cause the telephone number for the VILLAGE, as provided by the VILLAGE, to be printed on the COUNTY's regular bill stock.

Section 13. The VILLAGE agrees that the COUNTY shall not be held liable for any damage, delay or other loss that the VILLAGE may experience as a result of the COUNTY's practices in administering this Agreement, unless such loss arises solely as a result of negligence by the COUNTY, its employees or agents.

Section 14. It is understood and agreed between the VILLAGE and the COUNTY that the COUNTY's obligation is limited to billing and collection of stormwater utility service charges as specifically provided for in this Agreement.

Section 15. The VILLAGE shall not allow or permit construction or installation of any connections of stormwater mains that allow stormwater to enter the COUNTY's sanitary sewer system. The VILLAGE agrees to use its best efforts to detect and lawfully disconnect all stormwater connections to the COUNTY's sanitary sewer system within the VILLAGE'S jurisdiction and submit within ninety (90) days of the execution of this Agreement a timetable for the elimination of such stormwater connections which is reasonably acceptable to the COUNTY.

Section 16. This Agreement shall be binding upon the respective successors and assigns of both the VILLAGE and the COUNTY.

Section 17. All references to the VILLAGE under this Agreement that require direction to the COUNTY shall mean the VILLAGE Manager or his designee. Whenever written notice to the VILLAGE is required, it shall be sent by Certified Mail, Return Receipt Requested, to:

Village of Palmetto Bay
9705 Hibiscus Street
Palmetto Bay, Florida, 33157
(Attention: Village Manager)

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

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

Section 18. This Agreement shall remain in full force and effect for a period of ten (10) years after its date of execution. This Agreement may be extended at that time by written request from the VILLAGE Manager to the Department's Director and mutual agreement by the Department, without which it shall terminate. Notwithstanding the above provisions, this Agreement shall terminate and be cancelled without further writings between the VILLAGE and the COUNTY upon either party providing ninety (90) days notice in writing to the other party so advising the other party.

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

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

(The rest of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

MIAMI-DADE COUNTY

ATTEST:

BY: _____
Clerk

BY: _____
County Mayor

ATTEST:

VILLAGE OF PALMETTO BAY

BY: _____
Village Clerk

BY: _____
Village Manager

Approved as to form and legal
sufficiency:

Approved as to form and legal
sufficiency:

Assistant County Attorney

Attorney for Village of Palmetto Bay

EXHIBIT A
DEBT SERVICE SCHEDULE

Village of Palmetto Bay
Stormwater Utility Revenue Bonds, Series 1999 and 2004

	2006 ERU
SWU SvcArea only	782,183
Palmetto Bay	13,837
SWU SvcArea + PB	796,020
Palmetto Bay %	1.74%

Stormwater Utility Bond Debt Service

Fiscal Year Ending Sept 30	1999 BOND MDC P&I	Palmetto Bay 1.74%	2004 BOND MDC P&I	Palmetto Bay 1.74%	Palmetto Bay Annual Total	Palmetto Bay Monthly Debt
2007	\$2,900,088	\$50,462	\$4,721,305	\$82,151	\$132,612	\$11,051
2008	\$2,899,288	\$50,448	\$4,722,205	\$82,166	\$132,614	\$11,051
2009	\$2,900,828	\$50,474	\$4,716,755	\$82,072	\$132,546	\$11,045
2010	\$2,898,765	\$50,439	\$4,720,105	\$82,130	\$132,568	\$11,047
2011	\$2,902,275	\$50,500	\$4,716,955	\$82,075	\$132,575	\$11,048
2012	\$2,901,495	\$50,486	\$4,719,155	\$82,113	\$132,599	\$11,050
2013	\$2,901,295	\$50,483	\$4,717,890	\$82,091	\$132,574	\$11,048
2014	\$2,901,315	\$50,483	\$4,721,290	\$82,150	\$132,633	\$11,053
2015	\$2,901,180	\$50,481	\$4,718,200	\$82,097	\$132,577	\$11,048
2016	\$2,900,500	\$50,469	\$4,716,450	\$82,066	\$132,535	\$11,045
2017	\$2,902,000	\$50,495	\$4,716,950	\$82,075	\$132,570	\$11,047
2018	\$2,898,750	\$50,438	\$4,722,450	\$82,171	\$132,609	\$11,051
2019	\$2,900,750	\$50,473	\$4,717,450	\$82,084	\$132,557	\$11,046
2020	\$2,897,500	\$50,417	\$4,722,200	\$82,166	\$132,583	\$11,049
2021	\$2,899,000	\$50,443	\$4,720,950	\$82,145	\$132,587	\$11,049
2022	\$2,899,750	\$50,456	\$4,718,700	\$82,105	\$132,561	\$11,047
2023	\$2,899,500	\$50,451	\$4,720,200	\$82,131	\$132,583	\$11,049
2024	\$2,898,000	\$50,425	\$4,719,950	\$82,127	\$132,552	\$11,046
2025			\$7,617,700	\$132,548	\$132,548	\$11,046
2026			\$7,618,200	\$132,557	\$132,557	\$11,046
2027			\$7,618,700	\$132,565	\$132,565	\$11,047
2028			\$7,618,450	\$132,561	\$132,561	\$11,047
2029			\$7,616,700	\$132,531	\$132,531	\$11,044