

RESOLUTION NO. 11-906

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT FOR THE PROVISION OF STREET SWEEPING SERVICES AND TECHNICAL SUPPORT SERVICES RELATED TO THE COMMUNITY RATING SYSTEM PROGRAM BY THE CITY OF MIAMI GARDENS, FLORIDA; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”) has the need for qualified individuals to provide Street Sweeping Services and Technical Support Services Related to the Community Rating System Program (collectively the “Services”); and

WHEREAS, the City of Miami Gardens, Florida (the “City”) operates and employs such persons capable of providing said Services; and

WHEREAS, the City and the Town wish to enter into an Interlocal Agreement for the provision of the Services by the City (the “Interlocal Agreement”); and

WHEREAS, the Town Council finds that approval of the Interlocal Agreement between the Town and the City for the provision of the Services is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this resolution by this reference.

Section 2. Approval of Interlocal Agreement. The Interlocal Agreement between the City of Miami Gardens, Florida and the Town of Miami Lakes for the provision of Street Sweeping Services and Technical Support Services Related to the Community Rating System Program to the Town (the "Interlocal Agreement"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Interlocal Agreement.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Interlocal Agreement.

Section 5. Execution of the Interlocal Agreement. The Town Manager is authorized to execute the Interlocal Agreement on behalf of the Town.


Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14 day of June, 2011.

Motion to adopt by Councilmember Collins, and second by Mayor Pizzi.

FINAL VOTE AT ADOPTION


Mayor Michael Pizzi	<u>Yes</u>
Vice Mayor Nick Perdomo	<u>Yes</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Tim Daubert	<u>Yes</u>
Councilmember Nelson Hernandez	<u>Yes</u>
Councilmember Ceasar Mestre	<u>Yes</u>
Councilmember Richard Pulido	<u>Absent</u>



Michael Pizzi
MAYOR

ATTEST:

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes
only:



Marjorie Tejada
TOWN CLERK



Joseph S. Geller
INTERIM TOWN ATTORNEY

RESOLUTION NO. 2011-90-1483

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN INTERLOCAL AGREEMENT WITH THE TOWN OF MIAMI LAKES FOR THE CITY TO PROVIDE STREET SWEEPING SERVICES AND TECHNICAL ASSISTANCE TO MIAMI LAKES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes has requested that the City of Miami Gardens provided street sweeping services and monthly technical assistance in the administration of the Town's Community Rating System, and

WHEREAS, staff from both municipalities have negotiated the attached Interlocal Agreement which would specify the terms and conditions for the City to provide these services, and

WHEREAS, by entering into the Agreement, the City of Miami Gardens will generate an additional Twenty Thousand Dollars (\$20,000.00) per year in revenue and the Town of Miami Lakes will yield a similar annual savings, and

WHEREAS, there will be no impact to the level of services to the City of Miami Gardens, and

WHEREAS, the City Council wishes to authorize the City Manager to enter into this Interlocal Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Resolution No. 2011-90-1483

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and City Clerk to execute and attest respectively, that certain Interlocal Agreement with the Town of Miami Lakes for the City to provide street sweeping services and technical assistance to Miami Lakes.

Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby authorized to obtain two (2) fully executed copies of the subject Agreement with one (1) to be maintained by the City, and one (1) to be delivered to the Town of Miami Lakes.

Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON MAY 25, 2011.

Signed Shirley Gibson
SHIRLEY GIBSON, MAYOR

State of Florida
County of Miami-Dade

ATTEST:

Signed Ronetta Taylor
RONETTA TAYLOR, MMC, CITY CLERK

CERTIFICATION

I, the undersigned, duly appointed City Clerk of the City of Miami Gardens, Florida, hereby certify that the attached is a true and correct copy of Res. 2011-90-1483 as shown in the records of the city on file in the office of the city clerk.

Witness, my hand and the corporate seal of the city of Miami Gardens, Florida, this 2ND day of JUNE

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

M. Buttrill
DEPUTY City Clerk
City of Miami Gardens, Florida

SPONSORED BY: DANNY O. CREW, CITY MANAGER

Moved by: Councilwoman Robinson
Second by: Councilman David Williams Jr.

Resolution No. 2011-90-1483

VOTE: 7-0

Mayor Shirley Gibson	<u> X </u> (Yes)	_____ (No)
Vice Mayor Aaron Campbell, Jr.	<u> X </u> (Yes)	_____ (No)
Councilman David Williams Jr.	<u> X </u> (Yes)	_____ (No)
Councilwoman Lisa Davis	<u> X </u> (Yes)	_____ (No)
Councilman Oliver Gilbert, III	<u> X </u> (Yes)	_____ (No)
Councilwoman Felicia Robinson	<u> X </u> (Yes)	_____ (No)
Councilman Andre' Williams	<u> X </u> (Yes)	_____ (No)

**Interlocal Agreement Between
City of Miami Gardens and the Town of Miami Lakes for Street Sweeping Services
and Technical Support Services Related to the Community Rating System
Program**

This is an Interlocal Agreement (the "Agreement"), made and entered into by and between City of Miami Gardens, a municipal corporation of the state of Florida, hereinafter referred to as "the City", and the Town of Miami Lakes, a municipal corporation of the state of Florida, hereinafter referred to as "the Town".

WITNESSETH:

WHEREAS, the City operates a full service street sweeping operation; and

WHEREAS, the City has a full time Floodplain Administrator that oversees the National Flood Insurance and Community Rating System programs; and

WHEREAS, the Town has expressed an interest in contracting with the City to provide street sweeping services within the Town and on its streets (the "Services"); and

WHEREAS, the Town has expressed an interest in contracting with the City to provide technical assistance in the administration of the CRS program in the Town (the "Technical Assistance"); and

WHEREAS, the City and the Town have established a mutually beneficial proposal that provides for additional resources to the City, while fulfilling the need for services and technical support to the Town.

NOW, THEREFORE, In consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the City and the Town agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "CRS" shall mean the Community Rating System.
- 1.2 "NFIP" shall mean the National Flood Insurance Program.
- 1.3 "The City" shall include the City of Miami Gardens, the Public Works Department, and authorized representatives thereof.
- 1.4 "The Town" shall include the Town of Miami Lakes, the Public Works Department, and authorized representatives thereof.
- 1.5 "Agreement" shall mean this document, including any written amendments, attachments, and other written documents, which are expressly incorporated by reference.
- 1.6 "Project Manager" shall mean the persons designated by the City and by the Town to serve as the representative of each for the purpose of exchanging communication and to issue and receive directives pursuant to and within the powers provided under this Agreement.
- 1.7 "Services" shall mean street sweeping services.
- 1.8 "Technical Assistance" shall mean guidance services in the organizing and tracking of Town activities under the CRS.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The City and the Town shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations, and procedural requirements, whether federal, state, or local, which are applicable to, or in any manner affect, the provision of Services and Technical Support. The City and the Town shall be responsible for obtaining copies of the appropriate laws, regulations, ordinances, and documents and complying therewith.
- 2.8 City Representative. The City shall designate a Project Manager to act as liaison to the Town and notify the Town thereof. The City shall promptly notify the Town of any changes.
- 2.9 Town Representative. The Town shall designate a Project Manager to act as liaison to the City and notify the City thereof. The Town shall promptly notify the City of any changes.
- 2.10 Amendments or modifications. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the signatures of the City Manager and the Town Manager, or his/her designees, subject to authorization by their respective Boards.

ARTICLE 3

SCOPE OF WORK

- 3.1 Services. The City shall provides street sweeping services to the Town, as attached hereto in Exhibit "A" and incorporated herein, in accordance with the terms and conditions of this Agreement.
- 3.2 Technical Assistance. The City shall provide consulting services to the Town in the organizing and tracking of Town activities under the CRS, as attached hereto in Exhibit "B" and incorporated herein, in accordance with the terms and conditions of this Agreement.
- 3.3 Responsibilities. The Town understands and agrees that the City's activities under the NFIP, the CRS, and street sweeping take priority for the City. Both parties agree that any delay in Services and/or Technical Assistance to the Town due to these priorities will not be cause for terminating this Agreement, nor shall be considered a violation of this Interlocal Agreement.
- 3.4 Force Majeure. In the event of an emergency at the City, including a natural disaster or an act of God, priority will be given to the City. In such an event, the City will respond to issues at the Town within a reasonable time frame, as it is possible.

ARTICLE 4

RECORDS AND REPORTS

- 4.1 **Reporting Requirements.** The City shall collect and provide to the Town all information that results from the City providing Services to the Town under this Agreement. The records shall be collected and provided to the Town, as an attachment to the quarterly invoice submitted for the Technical Assistance and Services rendered.
- 4.2 **Additional Information.** The City shall provide access to and the right to examine and audit any records of the City involving transactions related to this Agreement for a period of three (3) years from the termination of this agreement, if requested by the Town within thirty (30) days, unless a different time period is agreed upon, in writing, by the City Manager and the Town Manager or his/her designee.
- 4.3 **Accidents and Incidents.** In addition to emergency and police notifications, the City shall be responsible for ensuring that all accidents and incidents that occur within Town limits, during the performance of Services and/or Technical Assistance are promptly reported to the Town and subsequently that adequate and appropriate documentation of investigation; if any, be furnished to the Town. Any accident involving major damage, serious personal injury or loss of life shall be reported to the Town within 24 hours.

ARTICLE 5

INSURANCE

The parties hereto acknowledge that the City has appropriate insurance to protect itself, subject to the limitations of Section 768.28, Florida Statutes.

ARTICLE 6

INDEMNIFICATION

- 6.1 Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Town shall indemnify and hold harmless the City and its officers, employees, and agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City 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. The Town shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.
- 6.2 Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the City shall indemnify and hold harmless the Town and its officers, employees, and agents from any and all liability,

losses or damages, including attorneys' fees and costs of defense, which the Town 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. The 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 Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

ARTICLE 7

INDEPENDENT CONTRACTOR

- 7.1 City. The City shall perform all work described herein as an independent contractor and not as an officer, agent, servant, or employee of the Town. 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.
- 7.2 Nothing in this Agreement shall be construed as creating a partnership or joint venture between the City and the Town.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 8.1 Term of Agreement. This Agreement shall commence upon approval of the Council of City of Miami Gardens and the Council of Town of Miami Lakes and the execution by the City Manager and Town Manager or his/her designee respectively. It shall be for a period of one (1) year from the date of execution.
- 8.2 Option to Renew. The parties reserve the right to renew this Agreement for additional periods of one (1) year each. If the Town intends to renew this Agreement, the Town shall notify the City prior to the termination of this Agreement. The City shall notify the Town, whether the City intends to grant a renewal.
- 8.3 Billing. The City agrees that it will invoice the Town on a monthly basis per the schedule of fees detailed in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.
- 8.4 Payment. Payment by the Town is to be made within 30 days after the invoice is submitted. In the event of a dispute on the billed amount, the Town may notify the City of the nature of the dispute and the City shall arrange for the pertinent records to be made available for inspection by the Town. The City shall reimburse the Town for any amounts to be determined to have been overpaid by the Town within 30 days after verification of the overpayment by the City.

- 8.5 **Renegotiation or Modification.** Any substantive changes in the level of service to be provided by the City as set forth herein shall only be implemented after the Town and the City have entered into a written agreement describing the changed services and the provisions of the City and Town Code have been exercised.
- 8.6 **Termination for Cause.** This Agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within a reasonable notice period, in which case the terminating party may cancel the termination notice using the same means by which the notice of termination delivered.
- 8.7 **Termination without Cause.** The City or the Town may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the City or the Town terminates this Agreement with or without cause, the Town agrees to reimburse the City on a prorated basis for Technical Assistance and/or Services it has received for the year.
- 8.8 **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.
- 8.9 **Governing Law; Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, with venue for any action lying solely in Miami-Dade County, Florida.
- 8.10 **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 8.11 **Assignment.** This agreement is not assignable by either party.
- 8.12 **Entire Agreement.** No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the Parties or be binding upon any of them. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the Parties. No modifications hereof shall be effective unless made in writing and executed by the Parties hereto with the same formalities as this Agreement is executed.
- 8.13 **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
- 8.14 **Joint Preparation.** The preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. It is the Parties' further intention that this Agreement be construed liberally to achieve its intent.

- 8.15 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.
- 8.16 **Exhibits are Inclusionary.** All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference.
- 8.17 **Notices.** All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission, certified mail, return receipt requested, or email to the parties at the address indicated below:

FOR CITY OF MIAMI GARDENS:
Public Works Department
1050 NW 163rd Drive
Miami Gardens, FL 33169

Attention: Osdel F. Larrea Assistant Public Works Director, City of Miami Gardens
Email: olarrea@miamigardens-fl.gov
Fax: 305.622.8032

FOR TOWN OF MIAMI LAKES:

Miami Lakes, FL 33014

Attention:
Email:
Fax: 305.

- 8.18 **Name of Payee.** The name of the official payee to whom the Town shall issue checks shall be City of Miami Gardens.

[Remainder of page intentionally left blank.]


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

ATTEST:

By:  _____
City Clerk

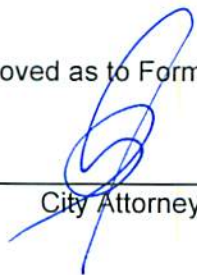
FOR THE CITY:

City of Miami Gardens
A political subdivision of the State of
Florida

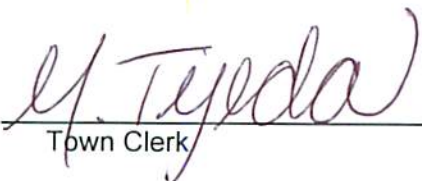
By:  _____
City Manager

Date Executed: _____

Approved as to Form and Legal Sufficiency

By:  _____
City Attorney

ATTEST:

By:  _____
Town Clerk

FOR THE TOWN:

Town of Miami Lakes,
A political subdivision of the State of Florida

By:  _____
Town Manager

Date Executed: 6/28/11

Approved as to Form and Legal Sufficiency

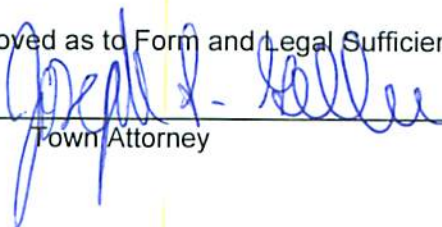
By:  _____
Town Attorney

Exhibit A

Street sweeping services

The City will provide street sweeping services every other week within the municipal boundaries of the Town of Miami Lakes, unless otherwise agreed by both parties. Services will be provided after City regular working hours and/or on weekends. The Town will reimburse the City for the overtime/labor cost at the current rate paid to the employee of the City when the service is rendered (see sample rate #1 below). In addition, the City will lease the equipment at a rate of \$150 per hour. This fee includes wear and tear, replacement of the brooms, overhead cost, diesel, and other miscellaneous items. The Town will reimburse the City for the disposal fee at the current Miami-Dade County Solid Waste Department fee at the time of disposal (see sample rate #3 below). The City uses a temporary staging area to allow liquid to evaporate from the sediments and reduce the weight before final disposal. Since the dry sediments weigh less, and the disposal fee at the County facility is charged per ton of material; the Town will benefit from the savings. Sediments will be properly disposed at the County's North Dade landfill on NW 47 Avenue and NW 215 Street. The Town will reimburse the City at the following hourly rate unless otherwise provided:

1. Street Sweeper Operator detail

STREET SWEEPER OPERATOR	REGULAR RATE	OVERTIME RATE	FRINGE BENEFITS	HOURLY RATE
1	\$20.96	31.4355	\$9.75	\$41.18

2. Street Sweeper Truck detail

STREET SWEEPER	MODEL	LEASE PER HOUR
1	TYMCO 600	\$150

3. Disposal Fee detail

Disposal fee
\$60/ton

Any employee of the City while providing Technical Support and/or Services that become aware or become suspicious of a chemical spill or uncontrolled discharge(s) of hazardous or toxic substances within the Town boundaries, regardless of its magnitude, shall have the responsibility to report the incident to the Project Manager for the City and the Town respectively. This agreement does not include providing clean up services of hazardous or toxic substances within Town boundaries.

Exhibit B

CRS Technical Assistance

The National Flood Insurance Program's (NFIP) Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements.

As a result, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community actions meeting the three goals of the CRS:

1. Reduce flood losses;
2. Facilitate accurate insurance rating; and
3. Promote the awareness of flood insurance.

The objective of the Community Rating System (CRS) is to reward communities that are doing more than meeting the minimum NFIP requirements to help their citizens prevent or reduce flood losses. The CRS also provides an incentive for communities to initiate new flood protection activities.

The City will provide consulting services to the Town to implement a comprehensive CRS program that meets current and future needs of the Town. The assistance will focus in setting the basis for a proactive administration of the objectives of the Town's CRS program that could be easily implemented by Town staff. The Technical Assistance will be provided by the Floodplain Administrator not to exceed eight (8) hours per month, unless otherwise requested by the Town and agreed by both parties. The Floodplain Administrator Technical Assistance functions will be limited to provide the following:

1. Audit current CRS program and provide feedback on current status.
2. Consulting services intended to assist the Town implement strategies to improve their rating.
3. Assist the Town to put together a strong CRS program. The basis for a strong CRS program will include guidance on how to prepare Standard Operating Procedure "SOP".
4. Attend meetings and participate in conjunction with the Town in required communication for re-verification visits and modifications to lower rating with the Insurance Services Officer Community Rating Specialist ("ISO/CRS").
5. Review reapplication prior to submittal.

The function of the Floodplain administrator will not include assisting with the administrative work required under the CRS program. The administrative work required under the CRS program will be the responsibility of the Town.

The Town will reimburse the City at a rate of \$100 per hour for consulting services rendered by the Floodplain Administrator. The Town will reimburse the City for the Floodplain Administrator travel time between the City and the Town, and/or any other travel associated with this Agreement at the current IRS rate. The current rate is \$0.51 per mile.