

RESOLUTION NO. 03-190

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AGREEMENT FOR BILLING OF STORMWATER CHARGES BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES; 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 MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Miami Lakes (the "Town") has requested that the Town be allowed to operate and maintain its own stormwater utility; and

**WHEREAS**, Miami-Dade County (the "County") approved the request on July 22, 2003; and

**WHEREAS**, the Town has additionally requested that the County provide stormwater billing and collection services to the Town in conjunction with its County water and sewer billing; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to approve the agreement between the Town and the County for stormwater billing services.

**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 herein by this reference.

**Section 2.     Approval of Agreement.** The Agreement for the Billing of Stormwater Charges between Miami-Dade County and the Town of Miami Lakes, 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 Agreement.

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

**Section 5. Execution of Agreement.** The Mayor is authorized to execute the Agreement on behalf of the Town.

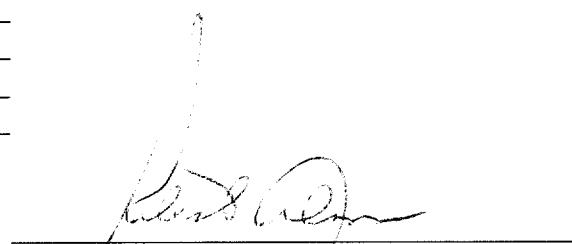
**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9<sup>th</sup> day of December, 2003.

Motion to adopt by Meador, second by Collins.

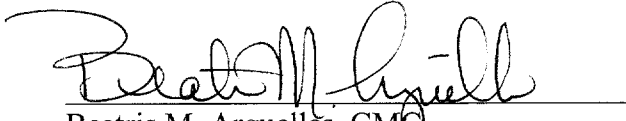
FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	<u>Absent</u>
Vice Mayor Roberto Alonso	<u>ys</u>
Councilmember Mary Collins	<u>ys</u>
Councilmember Robert Meador	<u>ys</u>
Councilmember Michael Pizzi	<u>ys</u>
Councilmember Nancy Simon	<u>ys</u>
Councilmember Peter Thomson	<u>ys</u>



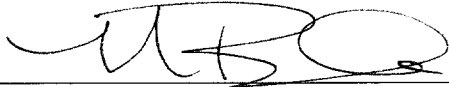
**ROBERTO ALONSO, VICE MAYOR**

ATTEST:



Beatris M. Arguells, CMC  
TOWN CLERK

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



Weiss, Serota, Helfman, Pastoriza, Guedes,  
Cole & Boniske  
TOWN ATTORNEY

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Res. # 03190

AGREEMENT FOR THE BILLING OF  
STORMWATER CHARGES  
BETWEEN  
MIAMI-DADE COUNTY  
AND  
TOWN OF MIAMI LAKES

THIS AGREEMENT, entered into this 9<sup>th</sup> day of December, 2003, by and between the TOWN OF MIAMI LAKES, FLORIDA, a municipal corporation of the State of Florida (the "TOWN"), 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 TOWN; and

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

WHEREAS, the Board of County Commissioners approved the request at its July 22, 2003, meeting and the TOWN is now exclusively responsible to operate and maintain the stormwater utility system within the TOWN boundaries, and

WHEREAS, the TOWN 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;

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

Section 1. The TOWN, 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 TOWN, shall be billed for stormwater utility service charges. The TOWN 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 TOWN. The TOWN understands and accepts that the COUNTY shall

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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 TOWN 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 COUNTY a certified copy of the ordinance or other action of the TOWN 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 due to 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 TOWN 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 TOWN. The TOWN authorizes and empowers the COUNTY to render such billing for the TOWN'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 TOWN, the TOWN shall at its sole cost and expense and independent of this Agreement, advise such user of the method and arrangement between the TOWN and the COUNTY for the billing and collection of said charge by the COUNTY for and on behalf of the TOWN as the TOWN'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 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, nor shall it institute or maintain suits at law for collection of stormwater utility service

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charges unless the customer fails to pay the COUNTY's water and sewer bill and water service is terminated by the COUNTY. 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 TOWN.

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 TOWN a monthly statement in writing, showing the net amount owed the TOWN by the COUNTY for the month covered by such statement. This statement and the remittance due the TOWN shall be provided by the COUNTY within sixty (60) days of the end of each monthly period. Based on such statement, the COUNTY shall make payment to the TOWN 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 Paragraph 8 of this Agreement. The statement shall also include a list of accounts not currently being billed by the COUNTY.

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

Section 7. Both the TOWN and the COUNTY recognize that in the billing and collection of service charges involving thousands of customers, numerous situations arise which require discretion. The TOWN 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 and the COUNTY shall not be liable or responsible to the TOWN 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. However, the COUNTY shall advise the TOWN of all adjustments to TOWN 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 TOWN and provided to the COUNTY in writing.

Section 8. The TOWN agrees to pay to the COUNTY and the COUNTY shall receive from the TOWN, by means of deduction from payments for monthly billings, compensation determined as follows:

- A. Reimbursement in the amount of \$500 to the COUNTY 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 TOWN and as the agent of the TOWN, 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 paid within sixty (60) days following the execution of this agreement.
- B. For the period from the date of this agreement until modified pursuant to Section 9 hereinafter, a charge in the amount of eighty-seven cents (\$.87) per bill for all accounts to be charged the 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 TOWN, involving billing or collection of stormwater utility service charges on behalf of the TOWN, or involving the COUNTY's administration of the terms

and conditions of this Agreement.

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

- D. Reimbursement in the amount of \$1,000 for costs associated with converting the TOWN's stormwater utility service information and charges to any new billing system which may be acquired by the COUNTY. This amount shall be paid within sixty (60) days following the COUNTY's acquisition of a new billing system and the submittal of an invoice to the TOWN.

Section 9. The COUNTY reserves the right to review and revise the charges provided for in Section 8(b) hereinabove in accordance with applicable law and the TOWN agrees to be bound thereby, provided the COUNTY provides ninety (90) days notice to TOWN of said proposed revised charges.

Section 10. All telephone calls and correspondence from customers regarding the stormwater utility shall be the responsibility of the TOWN. The COUNTY shall cause the telephone number for the TOWN, as provided by the TOWN, to be printed on the COUNTY's regular bill stock.

Section 11. The TOWN agrees that the COUNTY shall not be held liable for any damage, delay or other loss which the TOWN may experience as a result of the COUNTY's practices in administering this Agreement, unless such loss arises from employee dishonesty or theft.

Section 12. 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 TOWN 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 TOWN's customers in accordance with the



agreed upon billing cycles and rates or fail to remit payment to the TOWN in the timeframes specified in Paragraph 5 or 6, the TOWN may terminate this Agreement on thirty (30) days written notice to the COUNTY.

Section 13. It is understood and agreed between the TOWN and the COUNTY that the COUNTY's obligation is limited to billing and collection of stormwater utility charges as specifically provided for in this Agreement.

Section 14. The TOWN 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 TOWN agrees to use its best efforts to detect and lawfully disconnect all stormwater connections to the COUNTY's sanitary sewer system within the TOWN'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 15. This Agreement shall be binding upon the respective successors and assigns of both the TOWN and the COUNTY.

Section 16. All references to the TOWN under this Agreement that require direction to the COUNTY shall mean the Town Manager or his designee. Whenever written notice to the TOWN is required it shall be sent by Certified Mail, Return Receipt Requested, to The TOWN OF MIAMI LAKES, 6853 Main Street, Miami Lakes, Florida 33014, (Attention: Alex Rey, Town 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. 38<sup>th</sup> 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:

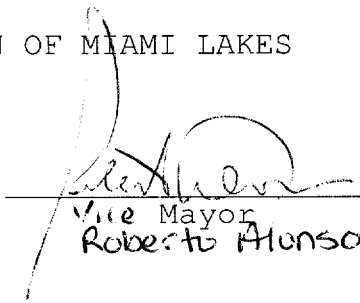
BY: \_\_\_\_\_  
Clerk

BY: \_\_\_\_\_  
County Manager

ATTEST:

TOWN OF MIAMI LAKES

BY:   
Town Clerk

BY:   
Vice Mayor  
Roberto Alonso

Approved as to form and legal  
sufficiency:

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
Assistant County Attorney

  
\_\_\_\_\_  
Town Attorney