

RESOLUTION No. 2010-04-1186

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 MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT FOR WATER EFFICIENT FIXTURES FOR THE LOW-INCOME SENIOR HOMEOWNERS PROGRAM; ALLOCATING THE SUM OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) IN CDBG PROGRAM YEAR ONE (1) FUNDS TO IMPLEMENT THE PROGRAM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County Water and Sewer Department (“WASD”) has implemented a Water Efficient Fixtures for Low-Income Senior Homeowners Program (“Program”), and

WHEREAS, in accordance with the Program, water fixtures will be retrofitted with water efficient fixtures, and

WHEREAS, WASD would like to partner with the City of Miami Gardens for the installation of fixtures to low-income seniors who live within the City of Miami Gardens, and

WHEREAS, the Department of Community Development will administer the Program based upon an allocation of Fifteen Thousand Dollars (\$15,000.00) of Community Development Block Grant Funds from Program Year 1, and

WHEREAS, in order to meet the eligibility requirements for the Program, applicants must be residents of the City, must own and occupy the home, the home must be a single-family home built prior to 1994, and the applicant must qualify for the additional Senior Homestead Exemption Program,

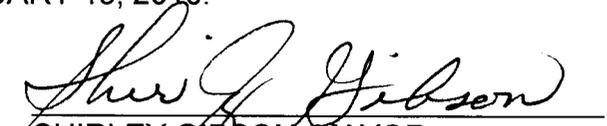
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

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.

Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and the City Clerk to execute and attest, respectively, that certain Interlocal Agreement with Miami-Dade County Water and Sewer Department for Water Efficient Fixtures for Low-Income Senior Homeowners Program, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) in CDBG Program Year One (1) Funds.

Section 3. 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 JANUARY 13, 2010.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: DANNY CREW, CITY MANAGER

Resolution No. 2010-04-1186

MOVED BY: Vice Mayor Gilbert
SECOND BY: Councilwoman Watson

VOTE: 6-0

Mayor Shirley Gibson	<u> X </u> (Yes)	___ (No)
Vice Mayor Oliver Gilbert, III	<u> X </u> (Yes)	___ (No)
Councilwoman Barbara Watson	<u> X </u> (Yes)	___ (No)
Councilman Melvin L. Bratton	<u> X </u> (Yes)	___ (No)
Councilman Aaron Campbell	___ (Yes)	___ (No)(not present)
Councilwoman Sharon Pritchett	<u> X </u> (Yes)	___ (No)
Councilman André Williams	<u> X </u> (Yes)	___ (No)



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	January 13, 2009		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	CDBG Fund		Advertising Requirement: <i>(Enter X in box)</i>		Yes		No
							X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
	X						
Sponsor Name	Dr. Danny Crew, City Manager		Department:	Community Development			

Short Title:

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 MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT FOR WATER EFFICIENT FIXTURES FOR THE LOW-INCOME SENIOR HOMEOWNERS PROGRAM; ALLOCATING THE SUM OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) IN CDBG PROGRAM YEAR ONE (1) FUNDS TO IMPLEMENT THE PROGRAM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

Miami-Dade County Water and Sewer Department (WASD) has developed and is implementing a Water Efficient Fixtures for Low-Income Senior Homeowners Program. This program will retrofit seniors' bathrooms with more water efficient fixtures.

WASD wishes to partner with the City of Miami Gardens for the installation of this fixture to low-income seniors who live in Miami Gardens. The Department of Community Development will administer this program, and is asking that \$15,000 of Community Development Block Grant (CDBG) funds from Program Year 1 be allocated to implement this program. Activities that provide a benefit to seniors and

**ITEM J-5) CONSENT AGENDA
RESOLUTION
Water Efficient Fixtures Program**

conserve energy and resources have been identified as priorities in the City's 5-Year CDBG Consolidated Plan (which covers 2006-2011).

Current Situation

WASD wishes to enter into an Interlocal Agreement with the City to provide water efficient fixtures to low-income seniors living in Miami Gardens. The County, through the Property Appraiser's Office, has identified approximately 100 low-income seniors who reside in Miami Gardens and meet the following eligibility criteria:

- Must be a City of Miami Gardens resident
- Must own and occupy the home,
- Must be a single-family home built prior to 1994, and
- Must qualify for the additional Senior Homestead Exemption Program.

Only these low-income seniors identified by the County are eligible to receive the water efficient fixtures through this program.

WASD will provide all water efficient fixtures, such as high efficiency toilets, shower heads and aerators, and the City, through its approved and licensed plumbers, will install these fixtures using CDBG funds.

The program will consist of:

- Replacing high water use toilets with High Efficiency WaterSense labeled Toilets,
- Replacing high volume shower heads,
- Installing aerators for existing faucets, and
- Providing citizens with instructional literature for efficient landscape irrigation.

Staff estimates that the installation of these items, plus permit fees will be approximately \$150 per household. The Miami-Dade Property Appraisers Office has identified approximately 100 low-income seniors in Miami Gardens that meet the eligibility criteria. Therefore, \$15,000 of CDBG funds are needed to implement the program.

Every effort will be made to use local plumbers to do the installation and permitting work required for this program.

An Interlocal Agreement between Miami-Dade County WASD and the City is required.

Proposed Action:

City Staff recommends the City Council's approval of the Interlocal Agreement between Miami-Dade County Water and Sewer Department and the City of Miami Gardens for the Water Efficient Fixtures for Low-Income Senior Homeowners Program, and the allocation of \$15,000 of CDBG Program Year 1 funds to implement the program.

Attachment:

Attachment A: Interlocal Agreement between Miami-Dade County and the City of Miami Gardens

INTERLOCAL AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
THE CITY OF MIAMI GARDENS
PROVIDING FOR
WATER EFFICIENT FIXTURES FOR LOW-INCOME SENIOR HOMEOWNERS

THIS AGREEMENT, entered into this ____ day of _____, 2010, by and between Miami-Dade County, a political subdivision of the State of Florida, (the "COUNTY") through its Water and Sewer Department, ("WASD"), and the City of Miami Gardens, a municipal corporation organized and existing under the laws of the State of Florida (the "CITY")

W I T N E S S E T H:

WHEREAS, the Total Plumbing Fixture Retrofit Seniors and Low-Income Customers Project (the "Project") is a comprehensive program to assist low-income homeowners of single-family dwellings built prior to 1994, including senior citizens who qualify for the additional Senior Homestead Exemption Program on their property; and

WHEREAS, the Project consists of retrofitting high water use toilets for High Efficiency Toilets (HET), replacing high volume showerheads, installing aerators for existing faucets, and providing citizens with instructional literature for efficient landscape irrigation; and

WHEREAS, the COUNTY, in cooperation with the Miami-Dade County Property Appraiser's Office, has identified particular senior/low-income citizens in the CITY that qualify for the additional Homestead Exemption Program and whose homes were built prior to 1994; and

WHEREAS, the COUNTY and the CITY wish to work together in order to implement the Project for those citizens residing in the CITY who have been selected for the Project by the COUNTY;

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

1. The COUNTY will provide the CITY with a list of qualified citizens residing in the CITY who have been selected for the Project, and the CITY will contact the citizens on the list within 30 days of receiving the list to schedule appointments with the citizens for installation of the HET toilet, showerhead and/or aerators. The CITY agrees to meet with the citizens residing in the CITY who were selected for the Project in order to discuss their retrofit needs and explain the Project and the particular work that will be performed to their property.
2. At the time that the COUNTY provides the CITY with the list of citizens selected for the Project, the COUNTY will provide the CITY with HET toilets, aerators and showerheads for the number of citizens residing in the CITY who have been selected to participate in the Project.

3. The CITY will install the HET toilets, aerators and/or showerheads at the home of every citizen residing in the CITY who was selected for the Project. The CITY will perform required inspections, complete work write-ups, complete retrofit work in the homes and serve as construction manager for work required to be completed by outside licensed contractors to expedite the necessary retrofits specified in the work write-ups. When necessary, the CITY will procure licensed contractors to complete work in the home.
4. The CITY will adhere strictly to all CITY and COUNTY regulations and building codes, including ensuring that licensed contractors secure any necessary building permits prior to work start up and that licensed contractors obtain final inspections.
5. All retrofit work completed by the CITY or outside contractors will be warranted by the CITY or the outside contractor to correct defects due to faulty materials, equipment or workmanship for a minimum of one year. A copy of the warranty will be provided to the homeowner.
6. The CITY will pay for all installation costs and permit fees required for installation of HET toilets, aerators and/or showerheads for every citizen for whom the CITY installs a toilet, aerator and/or showerhead as part of the Project.
7. The CITY will conduct a final inspection to ensure the satisfactory completion of all work. During this final inspection, the homeowner will acknowledge that work has been completed by signing the Certificate of Completion.
8. On a quarterly basis, the CITY will provide the COUNTY with the list of citizens residing in the CITY for whom installation has been completed. Upon receipt of the CITY's quarterly list of work completed, the COUNTY will have the right to conduct its own inspection of the installed HET toilets, aerators and/or showerheads to assure that quality work is being performed.
9. In consideration of good and valuable consideration received from the COUNTY, and in consideration of the covenants in this Contract, the CITY, to the extent permitted by law, agrees to indemnify and save harmless forever, the COUNTY, its officers, agents and employees from all claims, liabilities, actions, losses, costs and expenses, including attorney's fees, which may be sustained by the COUNTY, its officers, agents, and employees due to, caused by, or arising from the negligence of the CITY, its officers, employees and agents in connection with the performance of this Contract. The CITY agrees to defend against any claims brought or actions filed against the COUNTY, its officers, agents and employees in connection with the subject of the indemnities contained herein.

10. In consideration of good and valuable consideration received from the CITY, and in consideration of the covenants in this Contract, the COUNTY, to the extent permitted by law, agrees to indemnify and save harmless forever, the CITY, its officers, agents and employees from all claims, liabilities, actions, losses, costs and expenses, including attorney's fees, which may be sustained by the CITY, its officers, agents, and employees due to, caused by, or arising from the negligence of the COUNTY, its officers, employees and agents in connection with the performance of this Contract. The COUNTY agrees to defend against any claims brought or actions filed against the CITY, its officers, agents and employees in connection with the subject of the indemnities contained herein.
11. Notwithstanding the above, nothing shall create any liability of the COUNTY or the CITY beyond the scope of Section 768.28 Florida Statutes, as currently in effect or as lawfully amended in the future.
12. Every notice that may be required under this Agreement shall be in writing and directed to the parties at their respective addresses as follows:

COUNTY: John W. Renfrow, Director
Miami-Dade Water and Sewer Department
3071 S.W. 38 Street
Miami, Florida 33146

CITY: Dr. Danny O. Crew, City Manager
City of Miami Gardens
1515 N.W. 167 Street
Miami Gardens, Florida 33169
13. The term of this Agreement shall be for a period of one year commencing upon the date this Agreement is fully executed by both parties. This Agreement shall automatically renew on January 1 of each year for an additional one year period unless terminated pursuant to Section 14 of this Agreement.
14. This Agreement may be terminated by either party without cause by giving sixty (60) days advance written notification of termination to the appropriate person identified in Section 12 above.
15. This Agreement contains the entire Agreement between the CITY and the COUNTY, and there are no conditions or limitations to this undertaking except those stated herein. After the execution hereof, no amendment, change or modification hereof shall be binding or effective unless executed in writing and signed by both parties hereto.
16. No rights pursuant to this Agreement shall be assignable by the CITY unless the COUNTY agrees in writing.
17. There are no intended third party beneficiaries of this Agreement.

18. This Agreement is governed by the laws of the State of Florida. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any court proceeding shall be in Miami-Dade County, Florida.

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

CITY OF MIAMI GARDENS
ATTEST:

BY: _____
City Clerk

BY: _____
Mayor

Approved as to form and legal
sufficiency:

Approved as to form and legal
sufficiency:

Assistant County Attorney

City Attorney