# Memorandum

MIAMI-DADE COUNTY

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| **Date:** | April 13, 2009 |
| **To:** | Honorable Chairman Dennis C. Moss<br>and Members, Board of County Commissioners |
| **From:** | George M. Burgess<br>County Manager |
| **Subject:** | Cooperative Park Management Agreement with the National Park Service for Wastewater Treatment Facilities at Homestead Bayfront Park |

RCT
Agenda Item No. 4(C)

**Recommendation**
It is recommended that the Board approve the attached resolution authorizing the execution of a Cooperative Park Management Agreement (Agreement) with the National Park Service (NPS) for the construction and maintenance of Wastewater Treatment Facilities at Homestead Bayfront Park. The facilities will serve both Homestead Bayfront Park and the Biscayne National Park Dante Fascell Visitor Center.

**Scope**
Homestead Bayfront Park is located at 9698 SW 328th Street, Homestead, FL 33033, in Commission District 9. The Biscayne National Park Dante Fascell Visitor Center is located at 9700 SW 328 Street, north and immediately adjacent to Homestead Bayfront Park.

**Fiscal Impact/Funding Source**
The NPS will pay an amount not to exceed $499,000 toward construction costs. NPS will contribute one third of operation and maintenance costs after the plant is constructed.

**Track Record/Monitor**
The Miami-Dade County Park and Recreation Department (MDPR) Property Management Section will monitor the Agreement.

**Background**
MDPR entered into a consent agreement with the Department of Environmental Resources Management (DERM) in December 2000. The consent agreement requires MDPR to provide secondary treatment to the wastewater generated at Homestead Bayfront Park pursuant to applicable State of Florida Rules. MDPR proposes construction of an interim package sewer treatment facility to comply with the DERM consent agreement. The closest public sewer connection to Homestead Bayfront Park is located approximately 5.8 miles from the site, and construction of a sewer line is not feasible from an engineering standpoint. Also, the cost to connect Homestead Bayfront Park to the public sewer is much more than the cost of building an on-site sewer treatment plant.

BNP is using a sewage septic and drainfield system to manage its wastewater disposal. The current septic system has potential to affect the water quality and health of the Bay. BNP desires to share the capacity of the proposed interim package treatment plant with MDPR to meet its wastewater secondary treatment requirements. The NPS and MDPR have determined that sharing the proposed wastewater treatment facilities will allow for more effective and efficient management of wastewater at both parks and substantially improve the water quality and health of Biscayne Bay.

The Agreement sets forth the terms, conditions and obligations regarding construction, operation, maintenance, and cost sharing for the use of the new interim package sewage treatment plant. Approval of this Agreement will accomplish the mutual goals of the local, state, and federal government to improve the water quality of Biscayne Bay and support the Miami-Dade County Park and Open Space Master Plan goal to promote seamless collaboration with other governmental agencies.

Attachments

Alex Muñoz
Assistant County Manager

# MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: May 5, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Mayor's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No.

5-5-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE PARK MANAGEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE NATIONAL PARK SERVICE FOR WASTEWATER TREATMENT FACILITIES AT HOMESTEAD BAYFRONT PARK AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONTAINED THEREIN

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

**WHEREAS,** Miami-Dade County's Homestead Bayfront Park is one of the Park and Recreation Department's seven heritage parks; and

**WHEREAS,** the Miami-Dade County Park and Recreation Department (MDPR) entered into a consent agreement with the Miami-Dade County Environmental Resources Management Department (DERM) in December 2000 for the treatment of wastewater at Homestead Bayfront Park; and

**WHEREAS,** the closest public sewer connection to Homestead Bayfront Park is located approximately 5.8 miles from the site, and construction of a sewer line is not feasible from an engineering standpoint. The cost to connect Homestead Bayfront Park to the public sewer is much more than the cost of building an on-site sewer treatment plant; and

**WHEREAS,** Homestead Bayfront Park is required to provide secondary treatment to the wastewater pursuant to the applicable State of Florida Rules; and

**WHEREAS,** the Park and Recreation Department proposes construction of an interim package sewer treatment plant to provide secondary treatment to the wastewater generated from Homestead Bayfront Park; and

**WHEREAS,** the National Park Service's (NPS) Biscayne National Park, immediately adjacent to Homestead Bayfront Park, is using a sewage septic and drainfield system to manage its wastewater disposal; and

**WHEREAS**, the NPS and MDPR have determined that sharing the proposed wastewater treatment facilities will allow for more effective and efficient management of wastewater at both parks and substantially improve the water quality and health of Biscayne Bay; and

**WHEREAS,** the NPS desires to share the capacity of the interim package treatment plant with the MDPR to meet its wastewater secondary treatment requirement; and

**WHEREAS,** the County and the NPS desire to enter into a Cooperative Park Management Agreement (Agreement) for the construction and maintenance of secondary wastewater treatment facilities; and

**WHEREAS,** the purpose of the Agreement is to set forth the terms and conditions of the parties' agreement regarding construction, operation and maintenance, and cost sharing for the use of the wastewater treatment facilities; and

**WHEREAS,** Miami-Dade County's Homestead Bayfront Park, located at 9698 SW 328th Street, and the Biscayne National Park Dante Fascell Visitor Center, located at 9700 SW 328 Street, are immediately adjacent each other; and

**WHEREAS,** approval of this Agreement will accomplish the Open Space Master Plan goals of seamlessness and sustainability,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board approves the Cooperative Park Management Agreement between Miami-Dade County and the National Park Service for Wastewater Treatment Facilities at Homestead Bayfront Park in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or the County

Mayor's Designee to execute the Agreement and to exercise any and all other rights contained therein for and on behalf of Miami-Dade County after approval by the County Attorney's Office

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

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

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|---|---|
| Bruno A. Barreiro | Audrey M. Edmonson |
| Carlos A. Gimenez | Sally A. Heyman |
| Barbara J. Jordan | Joe A. Martinez |
| Dorrin D. Rolle | Natacha Seijas |
| Katy Sorenson | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. PST

Peter S. Tell

# COOPERATIVE PARK MANAGEMENT AGREEMENT BETWEEN NATIONAL PARK SERVICE and MIAMI-DADE COUNTY, FLORIDA

This Cooperative Park Management Agreement (Agreement) is entered into by the National Park Service (NPS) and Miami-Dade County, Florida (the County).

## ARTICLE I - BACKGROUND AND OBJECTIVES

Biscayne National Park (BISC) is adjacent to a park managed by the County known as Homestead Bayfront Park and Marina (County Park). Currently BISC is using a sewage septic system and drainfield to manage its sewage waste. This system is antiquated and will need to be replaced within approximately three years. The septic system has the potential to affect BISC and it's adjacent neighbor, the County Park. The County is planning to construct an interim package sewage treatment plant in the County Park and is willing to allow NPS to share capacity in the new plant, provided that NPS pays its prorated share of initial construction project costs and future operations and maintenance, subject to the terms and conditions of this Agreement. This cooperative effort will substantially reduce the flow of nutrients and other waste products into BISC and surrounding areas and improve water quality and health of the Biscayne Bay that might be caused from sewage from either park.

NPS and the County have determined that sharing the County's Park's sewage treatment capacity will allow for more effective and efficient management of both parks. The purpose of this Agreement is to set forth the terms and conditions of the parties' agreement regarding construction, operation and maintenance and cost sharing for the use of the interim package sewage treatment plant, as defined in Article III of this Agreement.

## ARTICLE II – AUTHORITIES

NPS's authority to enter into this Agreement can be found in 16 U.S.C. 1a-2(l). The County's authority derives from the Miami-Dade County Home Rule Charter and the Miami-Dade County Home Rule Amendment to the Florida Constitution.

## ARTICLE III – STATEMENT OF WORK

For the purposes of this Article, the term "the Plant" shall refer to the interim package sewage treatment plant, all the pipes to connect the plant to facilities in the County Park and BISC, two pump stations and an on-site infiltration system. The County shall provide all planning, permitting, construction, operation and maintenance of the Plant, including, but not be limited to, installation of all equipment and pipelines needed to connect NPS's property to the new interim package sewage treatment plant to be installed on the County's property. This work is more particularly described in Exhibit A attached to this Agreement and incorporated herein by reference hereto. Notwithstanding the foregoing, once the

construction of the facilities on the NPS property is completed, NPS shall provide maintenance of the pipes and pump station on the NPS property.

A. Design, Planning, Permitting, Plans, and Drawings: The County shall provide NPS plans and drawings developed during the design phase for the Plant. NPS shall be entitled to comment on the plans at the following milestones in the design and planning process: (1) at 50% completion of construction documents; and (2) at 100% completion of construction documents. NPS shall have fourteen (14) days to review and comment on the construction documents. The County shall consider NPS's comments but shall have the final decision-making authority on any matter other than the configuration and siting of improvements on NPS property. NPS shall have no liability for the accuracy and completeness of the design and planning of the Plant. Once the construction of the Plant is complete, the County shall provide NPS "as-built" drawings of all facilities on NPS's property. All actions, including compliance with the National Environmental Policy Act, necessary to comply with federal laws and regulations particularly related to construction on NPS's property shall be performed by NPS.

B. Construction: The County shall solicit and administer all contracts for the design, planning, and construction of the Plant. The County shall be solely responsible for all matters related to or arising out of said contracts, including, but not limited to, any claims by any contractor, sub-contractor, or third-party related to any contract. Notwithstanding the foregoing, NPS shall to the extent permitted by applicable law, be responsible for any claims related to or arising out of the acts or omissions of NPS during the process of construction. NPS and the County shall cooperate in resolving all claims.

C. Operations and Maintenance: After construction of the Plant, the County shall operate and maintain the Plant, except that NPS shall maintain the parts of the Plant on NPS's property. As part of the County's obligation to operate and maintain the Plant, the County shall take all actions necessary to comply with local, State and federal laws and regulations regarding operation and maintenance of the Plant (except the portion on NPS property), and shall seek to ensure that such operation and maintenance complies with local, federal and state laws and regulations. The County shall be responsible for any fines or penalties or costs arising out of the County's failure to operate and maintain the Plant in compliance with such laws and regulations, provided that if acts or omissions of NPS on NPS's property cause the incurrence of such fines, penalties or costs, NPS shall be responsible to the extent permitted by law. NPS shall pay 32% of the costs incurred by the County for routine operation and ordinary maintenance of the Plant. The costs of upgrading, improving or major repairs (a major repair is defined as an unplanned repair requiring an expenditure greater than $15,000) to the Plant (collectively referred to as Improvements), whether

in response to regulations or otherwise, will not be deemed ordinary and routine costs. Instead, if Improvements are necessary, NPS and the County shall enter into good faith negotiations regarding what portion of such costs they each should bear (except NPS's costs shall not exceed 32% of the cost of the Improvements). NPS shall agree to fund up to $15,000 (but not more than 32% of the cost of the Improvements) from available funding, except that, pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate the Department of the Interior or the United States to any current or future expenditure of funds in advance of the availability of appropriations from Congress. Further, any need for expenditures greater than $15,000 shall require NPS to seek funding utilizing the existing National Park Service funding request procedures.

D. Duty to Cooperate: The County and NPS shall cooperate during the design, planning, construction, operation and maintenance of the Plant. As part of this cooperation, NPS shall issue to the County a Special Use Permit for construction on NPS property, as required by applicable federal regulations, so that construction activities occur at mutually agreeable times and dates in a manner that minimizes impacts to public access, use and enjoyment of BISC and the County Park regarding length of time, hours of the day, and days of the week that roads and/or parking lots will be closed or restricted for public use, and requirements for traffic control, if deemed necessitated by this work.

ARTICLE IV - TERM OF THE AGREEMENT

This Agreement shall commence on the date the final authorized party has signed this Agreement and shall terminate fifteen (15) years after such commencement date.

ARTICLE V - KEY OFFICIALS

Superintendent, National Park Service
Biscayne National Park
7200 S.W. 328th Street
Homestead, FL 33033
Phone: 305-230-1144
Fax: 305-230-1190

Miami-Dade County
Office of the County Manager
111 NW First Street
Miami, FL 33131
Phone: 305-375-5311
Fax: 305-375-1262

Director,
Miami-Dade County Park and Recreation Department
275 NW 2nd Street
Miami, FL 33128
Phone: 305-755-7903
Fax: 305-755-7946

Communications that relate solely to routine operational matters including operating costs need be sent only to the Superintendent, National Park Service and the Director, Miami-Dade County Park and Recreation Department.

The parties shall address all other communication regarding this Agreement to the key officials named above (Key Officials) with a copy to the Contracting Officer (National Park Service, Southeast Regional Office, D. Jean Clark, Division Chief, 100 Alabama Street S.W., Atlanta, Georgia 30303). This communication shall be in writing and shall provide sufficient information, and shall be made reasonably in advance of any proposed change, to allow for the continued and uninterrupted administration of the purposes of this Agreement.

ARTICLE VI – PAYMENTS BY NPS

The payment schedule of the initial construction project cost is in Exhibit B attached to this Agreement and incorporated herein by reference hereto.

In order to ensure proper payment, it is recommended that the County register with the Central Contractor Registration (CCR), accessed at http://www.ccr.gov. Failure to register can impact payments under this Agreement and/or any other financial assistance or procurements documents [cooperator] may have with the federal government.

ARTICLE VII - PROPERTY UTILIZATION AND DISPOSITION

Not applicable.

ARTICLE VIII - TERMINATION

This Agreement shall be terminated after fifteen (15) years from the date of execution by the County and NPS. This Agreement may be unilaterally terminated by either party if funds are not available in any fiscal year for payments due under this Agreement or upon the abandonment or removal of NPS facilities on NPS property, or upon failure of NPS to pay the County in accordance with the provision of this Agreement.

ARTICLE IX – REQUIRED AND SPECIAL/ADDITIONAL PROVISIONS

1. NON-DISCRIMINATION: All activities pursuant this agreement and the provisions of Executive Order 1 1246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et se .); Title V, Section 504 of the

Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S. C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § §6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.

2. CONSISTENCY WITH PUBLIC LAWS: Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.

3. APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341): Nothing herein contained in this Agreement shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

4. OFFICIALS NOT TO BENEFIT: No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise there from, unless the share or part benefit is for the general benefit of a corporation or company.

5. LOBBYING PROHIBITION: The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:

   No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

6. MINORITY BUSINESS ENTERPRISE DEVELOPMENT, EXECUTIVE ORDER (E.O.) 12432: "It is the national policy to award a fair share of contracts to small and minority firms. The National Park Service is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness " by ensuring procurement procedures are carried out in accordance with 43 CFR12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 43 CFR 12.76 for State and Local Governments.

7. LIABILITY PROVISION

The parties accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law. The County agrees to the following paragraphs and the County agrees that, to the extent work is to be provided by non-governmental entities or persons, the County will require that entity or person to:

(1) procure public and employee liability insurance from a responsible company or companies with a minimum limitation of One Million Dollars ($ 1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars ($3,000,000) for any number of claims arising from anyone incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due there under, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insurer's sole risk. Prior to beginning the work authorized herein, the contractor shall provide the Service with confirmation of such insurance coverage; and

(2) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and

(3) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person, organization, its representatives, or employees.

8. PUBLICATIONS: The County shall not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, movies, articles, manuscripts or other publications), which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position, which the County represents. No release of information relating to this Agreement may state or imply that the Government approves of the work product of the County to be superior to other products or services. The County shall ensure that all information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

9. PRIOR APPROVAL PUBLIC INFORMATION RELEASE:
The County and NPS shall jointly coordinate any press release and/or media opportunities related to this Agreement.

ARTICLE X – AUTHORIZATION

The parties each represent that the signatory or signatories below have full authority to enter into this Agreement and that upon execution of this Agreement, the rights and obligations herein shall be binding on the parties, their successors and assigns.

ARTICLE XI - ATTACHMENTS AND APPENDICES

A. Scope of Work.

B. Payment Schedule of Initial Construction Project Cost.

C. DI-2010 "Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug Free Workplace Requirements and Lobbying".

ARTICLE XII – AUTHORIZING SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused their authorized officials to execute this Agreement.

ATTEST: Harvey Ruvin
Clerk of the Board

By: _____
Deputy Clerk

Date: _____

MIAMI-DADE COUNTY,
FLORIDA BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
George Burgess
County Manager

Date: _____

National Park Service

By: _____
Superintendent, Biscayne
National Park

Date: _____

By: _____
Contracting Officer
National Park Service

Date: _____

COOPERATIVE PARK MANAGEMENT AGREEMENT
BETWEEN
NATIONAL PARK SERVICE
and
MIAMI-DADE COUNTY, FLORIDA

Exhibit A. Scope of Work

The National Park Service (NPS) shall cooperate with the Miami-Dade County (the County) to obtain sufficient capacity to treat domestic sewage effluent from an interim package sewage treatment plant to be constructed on the property owned by the County at Homestead Bayfront Park and Marina and the NPS at Biscayne National Park (BISC). The County shall construct the interim package sewage treatment plant, all pipes, two pump stations and an on-site infiltration system to connect all the facilities of BISC and Homestead Bayfront Park and Marina to the interim treatment plant. The County shall provide all planning and engineering and shall obtain all permits necessary for this project.

Work taking place at Homestead Bayfront Park and Marina shall be:

- Installation of a 15,000 GPD capacity interim package sewage treatment plant, which shall accommodate the domestic sewage flow from Homestead Bayfront Park and Marina (maximum 10,000 GPD) as well as the additional domestic sewage flow from BISC (maximum 5,000 GPD).
- An effluent disposal system located on County property to be used for discharge of treated domestic sewage flow for Homestead Bayfront Park and Marina and for BISC.
- Installation of sufficient piping and a pump station to relay domestic sewage flow from Homestead Bayfront Park and Marina and BISC to the new treatment facility.

Work taking place at NPS property located at BISC shall be:

- Conversion of an existing pump station and the installation of sufficient piping to redirect domestic sewage flow to the interim package sewage treatment plant located on County property.
- Installation of a 4 inch force main in the entrance road for 410 ft. This will require digging an 18 inch wide x 3 feet deep trench on the paved road. At the point of connection between the force main and the canal crossing, additional excavation may be required.
- Install 4 inch piping that will cross under the Homestead Channel to connect the NPS system to the County system.

COOPERATIVE PARK MANAGEMENT AGREEMENT
BETWEEN
NATIONAL PARK SERVICE
and
MIAMI-DADE COUNTY, FLORIDA

Exhibit B. Payment Schedule of Initial Construction Project Cost

The National Park Service (NPS) shall pay Miami-Dade County (the County) an amount not to exceed $499,000.00 for the initial construction project costs of the interim package sewage treatment plant, all pipes, two pump stations and an on-site infiltration system to connect all the facilities of Biscayne National Park (BISC) and Homestead Bayfront Park and Marina to the interim package sewage treatment plant (the project). The NPS payments shall be made to the County not less than thirty (30) days after the receipt by the NPS of the payment request, unless NPS disputes the amount or appropriateness of the request. In such case, the parties shall use their best efforts to resolve the dispute.

Payment One shall be payable after the County has completed all planning, engineering and design work and has received all applicable permits to perform the work. Payment One shall equal the total cost of design and survey, permitting and bidding and award services cost associated with connecting BISC to the interim package sewage treatment plant, in accordance with this Agreement.

Payment Two shall be payable after the County has constructed 60% of the interim package sewage treatment plant and facilities and the County has approved the contractor's 60% payment requisition based on contractor's construction schedule of value. Payment Two shall equal 16% of the Construction cost of the project, defined as the cost of the project excluding costs for design, survey, permitting, bidding, and awarding.

Payment Three, the final payment, shall be payable after the County has completed all construction of the project and the plant has begun operations, in accordance with the conditions of this Agreement. The Third Payment shall be for the lesser amount of 16% of the Construction cost of the project, or for that amount which, when combined with Payment One and Payment Two shall equal $499,000. In no case shall the cost to the NPS for the total project exceed $499,00 in aggregate.

NPS shall have the right to examine the County's records related to this Agreement to ensure that payment requests are accurate and appropriate. Moreover, the County shall give the NPS and the Comptroller General of the United States, or any authorized representative, access to and the right to examine all records related to this Agreement.

Payment requests shall be made on a quarterly basis upon written request of the County. Payment shall be made within thirty (30) days after the receipt of the request by NPS, unless NPS disputes the amount or appropriateness of the request. In such case, the parties shall use their best efforts to resolve the dispute.