

MEMORANDUM

Agenda Item No8(L)(2)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: March 5, 2013

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

SUBJECT: Resolution authorizing execution
of a standard form of the second
amended and restated Interlocal
Agreement between Miami-Dade
County and contract cities for use
of the County Solid Waste
Management System

The accompanying resolution was prepared by the Public Works & Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.



R. A. Cuevas, Jr.
County Attorney

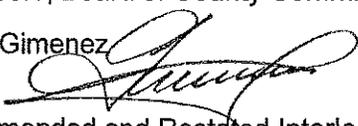
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Memorandum



Date: March 5, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Second Amended and Restated Interlocal Agreement for Use of the County Solid Waste Management System

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of a standard form of the Second Amended and Restated Interlocal Agreement between Miami-Dade County and Contract Cities for Use of the County Solid Waste Management System (Agreement).

SCOPE

Municipalities who incorporated after 1996 are served by the County for solid waste collection in accordance with the Miami-Dade County Code and Home Rule Amendment and Charter. The proposed Agreement is available to all municipalities that desire to renew their agreements, those that have already renewed using the First Amended version of the agreement and any new Contract Cities. Currently, eighteen (18) Miami-Dade County municipalities have waste disposal agreements with the County. Of these, four (4) have already been renewed beyond their original 2015 expiration date (see attached Contract Cities list).

FISCAL IMPACT

Based on preliminary data for FY2011-12, total annual waste disposal fee revenue from Contract Cities amounted to approximately \$24 million. This figure represents approximately 42 percent of annual waste disposal fee revenue for the Public Works and Waste Management Department (PWWM). It is important to maintain waste disposal fee revenue from Contract Cities at or above current levels in order to comply with our bond covenants related to debt service coverage and fund fixed and variable costs for disposal operations.

The City of Miami is the County's largest Contract City, accounting for approximately 42 percent of annual municipal waste deliveries and 9.7 percent of annual County Solid Waste Management System (System) waste deliveries. On a combined disposal and transfer fee basis, this amount of waste deliveries represents approximately \$10 million in annual revenue to the PWWM. The updated Agreement will allow the County to retain the City of Miami as a waste disposal customer at least until 2032.

TRACK RECORD/MONITOR

All waste deliveries to System facilities are recorded in the PWWM's scale house computer system. Each Contract City has a discrete account within the scale house system. The system can generate reports as needed to track waste deliveries. Total waste delivery amounts received from Contract Cities are published annually in the Comprehensive Annual Financial Report (CAFR) for PWWM waste operations. Christopher Rose, Assistant Director for Administration, oversees the scale house computer system for the PWWM and is responsible for production of the CAFR.

BACKGROUND

Municipalities that desire to use the County Solid Waste Management System (System) for their waste disposal needs may enter into a long-term interlocal agreement with the County and obtain the reduced disposal rate (Contract Rate), currently \$63.65 per ton. The Non-Contract rate, for those parties without a long-term agreement is currently \$83.92 per ton. The standard form waste disposal agreement was first approved by the Board on September 14, 1995 (R-1198-95) as a Phase II initiative of the Strategic Plan for

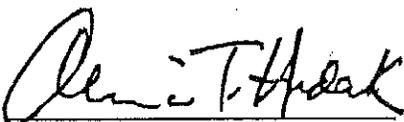
Dade County Solid Waste Management, which addressed financial losses in the Department of Solid Waste Management related to out-of-county competition for Miami-Dade County's municipal solid waste. The original agreement was first amended in 1996 (R-711-96) primarily to clarify the conditions under which Contract Cities could use the Waste Management Inc. of Florida landfill, located in the Town of Medley, Florida.

On June 5, 2012, the Board approved a resolution directing the Mayor to proceed with the remediation and closure of the Virginia Key Landfill contingent upon City execution of both an interlocal agreement to fund the remediation and closure project and a long-term waste disposal agreement with the County (R-479-12). Attached are the City approved waste disposal interlocal agreement and associated resolution from the City. The interlocal agreement to fund the remediation and closure project is contained in a separate companion item.

The Proposed Agreement Accomplishes the Following:

- Eliminates the need for multiple attachments to the Agreement
- Changes the format of the Agreement to more clearly state that the terms of the Agreement apply to each Contract City individually rather than Contract Cities generally
- Eliminates the definition of Construction and Demolition debris and its inclusion as a source separated recyclable material, as this material is recycled exclusively outside the System by private entities
- Clarifies the difference between the waste the Contract City must deliver to the County or have delivered on its behalf (Municipal Solid Waste) and that collected by others, including waste collected from Contract City owned facilities, which is not committed to the System (Solid Waste)
- Includes a provision that establishes the circumstances under which a Contract City could use a County permitted waste disposal or transfer facility located in Miami-Dade County that is not a part of the System
- Updates disposal and transfer fees to use the System to the current rates and clarifies that the disposal rate the Contract Cities pay is the County's lowest rate for municipal solid waste disposal
- Provides that whether the County's Resources Recovery Facility is processing waste on-site or waste is transferred from that facility to a final disposal destination, Contract Cities will pay only the Contract City Rate
- Reduces the five (5) percent cap on annual Consumer Price Index (CPI) increases to four (4) percent to spread the potential impact of a large (greater than 4%) CPI increase over a multi-year period (2 or more years); the last time the average CPI was over four (4) percent was 1991 (4.2%)

For your convenience, a redlined version of the Agreement is also attached showing all changes made in updating the Agreement.



Alina T. Hudak
Deputy Mayor

Miami-Dade County Contract Cities 2013

<u>NAMES OF CONTRACT CITIES</u>	<u>SIGNATURE DATE</u>	<u>EXPIRATION DATE</u>
1. Bal Harbour Village	November 1, 1995	October 1, 2015
2. Town of Bay Harbor Islands	October 17, 1995	October 1, 2015
3. Village of Biscayne Park	September 26, 1995	October 1, 2015
4. City of Coral Gables	October 1, 1995	October 1, 2015
5. City of Hialeah	November 4, 1996	October 1, 2015
6. City of Homestead	October 1, 2005	October 1, 2025
7. City of Miami	September 29, 1995	October 1, 2015
8. City of Miami Beach	November 3, 1995	October 1, 2015
9. Village of Miami Shores	October 1, 1996	October 1, 2015
10. City of Miami Springs	September 29, 1995	October 1, 2015
11. City of North Bay Village	September 19, 1995	October 1, 2015
12. City of North Miami	March 26, 2004	December 31, 2033
13. City of North Miami Beach	January 22, 1996	October 1, 2015
14. City of Opa-Locka	September 14, 1995	October 1, 2015
15. City of South Miami	October 17, 1995	October 1, 2015
16. Town of Surfside	April 1, 1996	October 1, 2015
17. City of Sweetwater	March 1, 2012	October 1, 2032
18. City of West Miami	April 21, 2005	October 1, 2025



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: March 5, 2013

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

SUBJECT: Agenda Item No. 8(L) (2)

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(2)
3-5-13

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A
STANDARD FORM OF THE SECOND AMENDED AND
RESTATED INTERLOCAL AGREEMENT BETWEEN MIAMI-
DADE COUNTY AND CONTRACT CITIES FOR USE OF THE
COUNTY SOLID WASTE MANAGEMENT SYSTEM

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Second Amended and Restated Interlocal Agreement between Miami-Dade County and Contract Cities for use of the County Solid Waste Management System is approved in standard form and the Mayor or Mayor's designee is authorized to execute the Agreement in substantially the form attached hereto after review and approval by the County Attorney and following proper execution by Contract Cities. The Mayor or designee is authorized to exercise any and all powers and options within the Agreement including termination.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of March, 2013. 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.



Thomas H. Robertson

**SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND CONTRACT CITIES FOR USE OF THE COUNTY
SOLID WASTE MANAGEMENT SYSTEM**

This Interlocal Agreement ("**Agreement**") is made and entered into this ___ day of _____, 2013, by and between Miami-Dade County by and through its Board of County Commissioners ("**County**") and the City of Miami by and through its Board of City Commissioners hereinafter referred to as **Contract City**, to provide for use of the County Solid Waste Management System by the **Contract City** for its municipal solid waste disposal and transfer needs.

BACKGROUND RECITALS

Whereas, the Miami-Dade County Board of **County** Commissioners (the "**Board**") hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County to provide for municipal solid waste disposal and management facilities and services; and

Whereas, the **County** desires to maximize the use of its Resources Recovery facility processes and to extend the life of its landfills; and

Whereas, the **Contract City** desires to use the County Solid Waste Management System for its municipal solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate as applicable); and

Whereas, the **Contract City** desires to use the County Solid Waste Management System to satisfy Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to disposal capacity for municipal solid waste the **Contract City** collects for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement**, and actually disposed of therein; and

Whereas, the **County** and the **Contract City** desire to formalize their relationship regarding municipal solid waste disposal responsibilities consistent with the provisions of Section 403.706, Florida Statutes.

Whereas, the amended agreement as stated herein shall be available to all municipalities.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

DEFINITIONS

For the purposes of this **Agreement**, the following capitalized words and phrases shall be given the following respective meanings:

Board - the Miami-Dade County Board of County Commissioners.

Change in Law - after the date of execution of this **Agreement**, (a) the adoption, promulgation, issuance, modification, or change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, of the United States or any state or territory thereof, unless (i) such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental entity or official having jurisdiction, (provided, that it shall not constitute a Change in Law if an administrative regulation existed on the date of execution of this **Agreement** in temporary or proposed form and was treated as generally applicable to transactions of the type contemplated hereby), or (ii) compliance with such law, regulation, rule requirement, ruling or ordinance was provided for in the **Agreement**; (b) the issuance of an order and/or judgment of any governmental entity or official having jurisdiction, to the extent such order and/or judgment constitutes a reversal of a prior applicable order and/or judgment, or an overturning of prior administrative policy or judicial precedent; or (c) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval essential to the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the County Solid Waste Management System facilities or the facilities sites, to the extent such suspension, termination, interruption or failure of renewal is not caused by any action or inaction of the **County** or its contractors (provided that, for the purposes of determining whether a suspension, termination, interruption or failure of renewal was so caused, any reason or finding set forth in writing by the agency responsible for issuance of such permit, license, consent, authorization or approval shall be accorded the rebuttal presumption of accuracy), provided that no change in tax law, change to the Internal Revenue Code of 1954 effected by the Tax Reform Act of 1986 (to the extent applicable on the date of this **Agreement**), change in foreign law, change in law which adversely affects the **County's** legal rights as a licensee, grantee, owner, or user of any patent or other "know-how" in respect of proprietary technology intended to be utilized by it in performing its obligations under this **Agreement** shall constitute a change in law for any purposes of this **Agreement**.

Concurrency - provision of certain public facilities specified in the State of Florida Local Government Comprehensive Planning and Land Development Regulation Act ("the Act") (specifically, Chapter 163, Part II, Section 163.3180 F.S.) by (a) county (ies), or (a) municipality (ies) or a combination thereof, at a specified level-of-service stated in the Capital Improvements Element of the comprehensive plan for the applicable jurisdiction(s), adopted pursuant to the Act.

Contract Cities — a municipal corporation or corporations existing under the laws of the State of Florida, that enter into this **Agreement** with the **County**. For the purpose of this **Agreement**, the unincorporated areas of Miami-Dade County as geographically configured on February 16, 1996 shall be considered a **Contract City**.

County — Miami-Dade County, Florida by and through its Board of County Commissioners.

County Disposal Fee - the fee charged to dispose of municipal solid waste or solid waste at County-owned disposal facilities or facilities operated under contract with the **County** for municipal solid waste or solid waste disposal.

County Solid Waste Management System - The aggregate of those solid waste management facilities owned by or operated under contract with Miami-Dade County, which shall include the North Dade Landfill (21500 NW 47th Avenue), South Dade Landfill (23707 SW 97th Avenue), Resources Recovery Facility (6990 NW 97th Avenue), Waste Management of Florida, Inc. Landfill in the City of Medley, Florida (9350 NW 89th Avenue), Northeast Transfer Station (18701 NE 6th Avenue), Central Transfer Station (1150 NW 20th Street) and West Transfer Station (2900 SW 72nd Avenue), and other such facilities as may be added to or deleted from this listing from time to time, by the County Mayor at his/her sole discretion. Such additions or deletions may be made by use of an attachment hereto without need for formal amendment to this **Agreement**.

Director - the Director of the Public Works and Waste Management Department or his/her designee.

Exclusive Franchise or License - (a) contract(s) between a **Contract City** and a (limited number of) third party contractor(s) for the right and privilege to collect municipal solid waste or solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, within (a) designated service area(s) under the terms of which the contractor(s) pay(s) the **Contract City** a fee.

Fiscal Year - the period beginning October 1 of each year and ending September 30 of the subsequent year.

Force Majeure - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, tornado, hurricane, flood or similar occurrence, strike, and act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this **Agreement**, which by the exercise of due diligence the party relying thereon as justification for not performing any obligation under this **Agreement** shall not have been able to avoid, and which is not the result of a willful or negligent action or omission of such party.

Municipal Solid Waste (MSW) — all discarded materials or substances, exclusive of source-separated recyclable materials, which the **Contract City** collects for disposal or is collected for it by third parties under contract with the **Contract City** for disposal including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form. This definition is not intended to include any waste collected by any entity whose sole relationship with the **Contract City** is a franchise or license and which entity does not collect any waste on behalf of the **Contract City**. In addition, this definition is not intended to include waste collected at any city owned facility.

Non-Exclusive Franchise or License - a regulatory program under which an unlimited number of solid waste haulers are given the right and privilege to collect solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, under the terms of which each hauler pays the **Contract City** a fee.

Short -Term Disposal - delivery of solid waste to the County Solid Waste Management System for disposal without having a minimum ten (10) year waste disposal agreement with the **County**.

Short -Term Disposal Fee(s) - the higher fee(s) paid by private haulers or municipalities for Short-Term disposal of solid waste in the County Solid Waste Management System.

Solid Waste — all discarded materials or substances, exclusive of source-separated recyclable materials, including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form, which materials or substances are not collected by or on behalf of a **Contract City**.

Source-Separated Recyclable Materials - materials separated from municipal solid waste or solid waste at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to: clean yard trash, aseptic and gable-top containers, corrugated cardboard, magazines, mixed waste paper, newspapers, telephone books, household batteries, glass containers, plastic containers, steel cans and aluminum cans, and other source-separated recyclable materials as may be approved for addition to this listing from time to time by the County Mayor or his/her designee, which approval shall not be unreasonably withheld; such additions may be made by use of an attachment hereto without need for formal amendment to this **Agreement**.

Transfer Fee - the fee charged to transfer municipal solid waste or solid waste from County Solid Waste Management System transfer stations to County Solid Waste Management System disposal facilities.

ARTICLE 1

CONSTRUCTION OF INTERLOCAL AGREEMENT

The word "shall" as used in this **Agreement** shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2

RESPONSIBILITIES OF THE COUNTY

A. **Provision of Disposal Capacity.** The **County** shall provide MSW disposal capacity (and transfer, as applicable) for the MSW which each **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement**. The provision of MSW disposal services under this **Agreement** shall comply with all applicable state and federal laws.

B. **Disposal Capacity for Concurency.** The **County** shall maintain sufficient MSW disposal capacity in the County Solid Waste Management System to comply with Concurency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to MSW disposal capacity for the MSW which the **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement**, and actually disposed of therein.

C. **Standardization of Agreement.** The terms of this **Agreement** shall be substantially the same for all **Contract Cities**.

ARTICLE 3

RESPONSIBILITIES OF THE CONTRACT CITY

A. **Delivery of MSW to County.** The **Contract City** shall deliver all the MSW it collects or is collected for it for disposal, to a County Solid Waste Management System facility(ies) at Disposal Fee rates as specified herein. Delivery of MSW by **Contract City** to the Waste Management Inc. of Florida landfill in Medley, Florida shall be permitted for the term of this agreement; provided that, (1) the **County's** agreement with Waste Management Inc. of Florida, dated July 31, 1998, is in effect, (2) the landfill is accepting MSW for disposal, and (3) MSW from (a) **Contract City(ies)** is not needed at the Resources Recovery facility, as determined by the Director, in his/her sole discretion.

The Director may identify particular facilities to which the **Contract City** shall deliver its MSW subject to the following:

- (i) The **Contract City** may deliver its MSW to a **County** transfer facility(ies) if the applicable transfer fee is paid to the **County**.
- (ii) At no time during the term of this **Agreement** shall a **Contract City** be required to deliver MSW to a **County** transfer facility unless the **County Disposal Fee** is the same at all **County Solid Waste Management System** facilities.
- (iii) The **Contract City** shall not be directed to deliver its MSW to a disposal facility which is farther from the **Contract City's** boundaries than the closest county-owned disposal facility.
- (iv) The **Contract City** shall not be directed to deliver its MSW to a transfer facility which is farther from the **Contract City's** boundaries than the closest county-owned transfer facility. In no case shall the **Contract City** be required to deliver its MSW to a **County Solid Waste Management System** facility which is farther than twenty (20) miles from the **Contract City's** nearest boundary in order to take full advantage of its rights under this **Agreement**.
- (v) Regardless of the operating status of the **County's Resources Recovery Facility**, the **Contract City** shall be entitled to dispose of MSW at the **Facility** and to pay the regular disposal rate that applies to **Contract Cities**, which shall be the **County's** lowest rate for MSW disposal, for the term of this **Agreement**.

B. Use of Other Facilities Prohibited. The **Contract City** shall not deliver any MSW it collects or is collected for it for disposal to a solid waste disposal or transfer facility other than a **County Solid Waste Management System** facility for the term of this **Agreement**. The **Contract City** shall not deliver any MSW it collects or is collected for it, to a materials recovery or recycling facility for the term of this **Agreement**.

Notwithstanding the foregoing, in the event that the **County** approves an operating permit for a solid waste disposal or transfer facility located within **Miami-Dade County**:

Other than:

- (i) A facility that is a part of the **County Solid Waste Management System**;
- (ii) A facility that is used exclusively to facilitate the delivery of MSW to **County Solid Waste Management System** facilities; or
- (iii) A facility that is subject to a solid waste disposal agreement with the **County**, which agreement shall not allow acceptance of third party waste either by agreement or regulation;

Then in that case:

the **Contract City** shall have the option to either pursue a permit for operation of a solid waste disposal or transfer facility for all or a portion of its MSW disposal needs or deliver all or a portion of its MSW to the permitted solid waste disposal or transfer facility(ies) that meets the criteria established herein, provided however that any portion of the **Contract City's** MSW that is not so disposed must continue to be delivered to the **County** pursuant to the terms of this **Agreement**.

C. **Hauler Contracts.** The **Contract City** shall include in any MSW collection contracts with Solid Waste haulers, or amendments to such contracts, which it executes, renews or extends after the date of this **Agreement**, a provision that all MSW collected for the **Contract City** shall be delivered to a County Solid Waste Management System facility for disposal. This provision shall apply to exclusive franchise or license agreements with Solid Waste haulers to collect MSW on the **Contract City's** behalf. This provision shall not apply to a non-exclusive franchise or license to haul Solid Waste that is not collected on the **Contract City's** behalf.

D. **Disposal and Transfer Fees.** The **Contract City** shall pay a Disposal Fee (and a Transfer Fee, as applicable) for each ton of MSW delivered to the County Solid Waste Management System for disposal. As of October 1, 2012, the **Contract City** shall pay a Disposal Fee of sixty-three dollars and sixty-five cents (\$63.65) per ton to the **County** for disposal of MSW delivered to County Solid Waste Management System facilities. This Disposal Fee shall be established by separate administrative order, which shall not become effective until approved by the Board. As applicable, as of October 1, 2012 the **Contract City** shall pay a Transfer Fee of twelve dollars and fifty-two cents (\$12.52) per ton to the **County** for transfer of MSW delivered to County Solid Waste Management System transfer facilities. This Transfer Fee shall be established by separate administrative order, which shall not become effective until approved by the Board. The Disposal Fee and Transfer Fee may be increased or decreased for inflation or deflation beginning on October 1, 2013, and on the first day of each Fiscal Year thereafter, relative to increases or decreases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States (CPI) for the prior period of July 1 through June 30. Such CPI increases or decreases shall be capped at four percent (4%) per year for the term of this **Agreement**. In the event that the actual CPI increase or decrease exceeds the four percent (4%) cap in a given Fiscal Year, the amount of CPI increase or decrease above or below the four percent (4%) cap shall be applied to CPI increases or decreases in future years when the CPI increase or decrease is less than four percent (4%). The Disposal Fee and Transfer Fee shall not otherwise increase, unless as required by Change in Law, as defined herein, which may occur at any time during the term of this **Agreement**. The **County** shall notify the **Contract City** of proposed Disposal Fee and Transfer Fee adjustments on the basis of change in law. The disposal fee or Transfer Fee increase based on Change in Law shall fully compensate the **County** for its increased costs. Each **Contract City** shall pay prevailing disposal fees for waste materials for which the **County** charges other than the **County** Disposal Fee for the

entire term of this **Agreement**, including, without limitation, tires and asbestos, if provided to the **County** for disposal.

E. Terms of Payment. The **County** shall invoice the **Contract City** for Disposal Fees, based on **County** weighing records, by means of First Class U.S. Mail, within five (5) days of the last day of each month, commencing in the first month after the effective date of this **Agreement**, and continuing monthly thereafter for the term of this **Agreement**. In accordance with Section 218.74(2), Florida Statutes, as amended from time to time, payment of Disposal Fees owed to the **County** shall be due from, and payment shall be made by, the **Contract City** forty-five (45) days from the date of receipt of the **County's** monthly invoice.

F. Dispute on Invoicing. In the event of a dispute on invoicing, the **Contract City** shall first pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of receipt of the disputed invoice, give written notice of the disputed invoice to the **County**. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The **County** Mayor or his/her designee shall confer with the **Contract City** and the **County** Mayor or his/her designee shall resolve the dispute not later than sixty (60) days after the date upon which the disputed invoice was received. Should the **Contract City** disagree with the determination of the **County** Mayor or his/her designee, it may pursue any remedy at law except withholding payment.

ARTICLE 4

WEIGHING RECORDS

The **County** shall cause all **County** Solid Waste Management System facilities to operate and maintain motor truck scales calibrated to the accuracy required by Florida law and to weigh all vehicles delivering MSW. Each vehicle delivering MSW from the **Contract City**, or its contract hauler, shall have its tare weight and cubic yard capacity permanently and conspicuously displayed on the exterior of the vehicle. The **County** or its contractor may, from time to time, require revalidation of the tare weight of any vehicle. The **Contract City** shall provide the **County** with information about each private hauler delivering MSW on its behalf to include: name and address, make, body type and motor vehicle registration number of each vehicle used for such purpose. All such haulers shall have and maintain a valid **County** solid waste hauler permit in accordance with Section 15-17 of the Code of Miami-Dade County, as amended from time to time.

The **County** will supply the **Contract City** with monthly weighing records as may be reasonably required by the **Contract City** to administer its waste collection program. Copies of all transaction tickets will be maintained by the **County** for at least two (2) years. If weighing scales are inoperable or are being tested, the facility operator shall estimate the quantity of MSW delivered using a schedule of estimated waste material weights in accordance with Section 15-25, Subsections (b) and (d) of the Miami-Dade County Code, as amended from time to time. The estimates shall take the place of actual weighing records, when the scales are not operational. The **County** shall use reasonable efforts to maintain the scales in an operable and accurate weighing

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condition.

ARTICLE 5

SHORT-TERM DISPOSAL

The **Contract City** agrees that the County Solid Waste Management System may accept Solid Waste on a Short-Term Disposal basis from private or municipal haulers, so long as the capacity to receive MSW delivered on behalf of the **Contract City** is not impaired, and provided that such haulers shall pay (a) Short-Term Disposal Fee(s) of at least ten percent (10%) above that charged to **Contract Cities**. The (a) Short-Term Disposal Fee(s) shall be established by separate administrative order, which shall not become effective until approved by the Board. All Disposal Fee revenues generated pursuant to this **Agreement** shall be used to pay County Solid Waste Management System costs. This provision shall not inhibit the **County** from entering into agreements with private haulers for delivery of Solid Waste to **County** disposal facilities (with the exception of agreements for delivery of Solid Waste collected by (a) private hauler(s) under contract with any municipality that is not a party to this **Agreement**, which shall be prohibited), the minimum duration of which shall be ten (10) years, provided that the **County** shall not offer (a) Disposal Fee(s) less than that agreed to herein by the **Contract City** to any private hauler for the term of this **Agreement**.

ARTICLE 6

RELATIONSHIPS OF THE PARTIES

Nothing in this **Agreement** shall be deemed to constitute any party a partner, agent or local representative of the other party or to create any type of fiduciary responsibility of any kind whatsoever between the parties. The obligations to this **Agreement** are not joint; the obligations are separate and several between the **Contract City** and **County**.

ARTICLE 7

HEADINGS

Captions and headings in this **Agreement** are for ease of reference only and do not constitute a part of this **Agreement** and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE 8

DURATION OF AGREEMENT

The term of MSW deliveries by the **Contract City** to the **County** under this **Agreement** shall commence with the date of execution and shall remain in effect up to and including October 1, 2032. The **Agreement** shall be executed and approved by resolution of the **Contract City's** governing body and shall become effective upon execution by the **County**. A copy of the resolution of approval shall be transmitted to the County Mayor within five (5) days following the date of each **Contract City's** approval.

ARTICLE 9

AGREEMENT GOVERNS; ENTIRE AGREEMENT

This **Agreement** shall govern and supersede any other Interlocal agreement between the **Contract City** and the **County** with regard to use of the County Solid Waste Management System. This writing embodies the entire **Agreement** and understanding between the parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 10

REPRESENTATIONS OF THE COUNTY

The **County** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the **County**, and (B) it has the required power and authority to perform this **Agreement**.

ARTICLE 11

REPRESENTATIONS OF THE CONTRACT CITY

The **Contract City** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the Governing Body of the **Contract City**, and (B) it has the required power and authority to perform this **Agreement**.

ARTICLE 12

APPROVALS AND NOTICES

All notices, consents and other communications required, permitted or otherwise delivered under this **Agreement** shall be in writing and be delivered either by hand with proof of delivery or mailed by first class United States certified or registered mail, with return receipt requested, postage prepaid, and in any case shall be addressed as follows:

To County -
Miami-Dade County
Office of the Mayor
Stephen P. Clark
Center 111 NW 1st
Street
Miami, Florida 33128

To Contract City -
City of Miami
City Manager's Office
3500 Pan American
Drive Miami, Florida
33133

Changes in the respective addresses above may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance

with this section shall be deemed to have been given five (5) business days after the day of dispatch, notices and consents given by any other means shall be deemed to have been given when received.

ARTICLE 13

AMENDMENT TO AGREEMENT

This **Agreement** may be modified, altered or amended only by a written amendment duly executed by the parties hereto, and approved by the governing body of each party. Any oral representations or modifications concerning this **Agreement** shall be of no force or effect.

ARTICLE 14

NON-ASSIGNMENT

In no case shall the **Contract City** assign, transfer, convey or otherwise hypothecate any interest, rights, duties, or obligations hereunder, or any part thereof. In the event the a **Contract City** attempts to assign, transfer, convey or otherwise hypothecate this **Agreement** or the **Contract City's** rights, duties or obligations hereunder, or any part thereof, the **County** may at its option, terminate this **Agreement** with respect to the **Contract City**.

ARTICLE 15

RIGHTS OF OTHERS

Nothing in this **Agreement**, either express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this **Agreement**.

ARTICLE 16

WAIVER

There shall be no waiver of any right related to this **Agreement** unless that such waiver is in writing signed by the party waiving such right. No delay or failure to exercise a right under this **Agreement** shall impair such right or shall be construed to be a waiver thereof Any waiver shall be limited to the particular rights waived and shall not be deemed a waiver of the same right at a later time of any other right under this **Agreement**.

ARTICLE 17

FORCE MAJEURE

Neither party hereto shall be liable for its failure to carry out its obligations under this **Agreement** during any period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligations of the party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a Force Majeure delay has commenced within five (5) working days after such commencement. If there exists good cause for failure to give such notice, such failure

shall not prejudice any party's right to justify any non-performance as caused by Force Majeure, unless the failure to give timely notice causes material prejudice to the other party.

ARTICLE 18

COUNTY EVENT OF DEFAULT

The failure by the **County** to substantially fulfill any of its material obligations in accordance with this **Agreement**, unless excuses are justified by Force Majeure, shall constitute a "**County** event of default". If a **County** event of default should occur, the **Contract City** shall have all of the following rights and remedies which each may exercise singly or in combination: 1. the right to declare that this **Agreement**, together with all rights granted to the **County**, hereunder are terminated, effective upon such date as is designated by the **Contract City**; 2. any and all other rights provided under federal laws and the laws of the State of Florida. 3. in any event, the **County** shall

maintain responsibility for any debts owed to the **Contract City** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **Contract City** shall not terminate this **Agreement** for a "**County** event of default" unless the **Contract City** first give(s) the **County** written notice of intent to terminate specifying the alleged default, and providing the **County** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 19

CONTRACT CITY EVENT OF DEFAULT

Without limitation, the failure by the **Contract City** to substantially fulfill any of its material obligations in accordance with this **Agreement**, unless excuses are justified by Force Majeure, shall constitute a "**Contract City** event of default". If a **Contract City** event of default should occur, the **County** shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that all rights granted to the **Contract City** hereunder are terminated, effective upon such date as is designated by the **County**; 2. any and all rights provided under federal laws and the laws of the State of Florida. 3. in any event, the **Contract City** shall maintain responsibility for any debts owed to the **County** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **County** shall not terminate this **Agreement** for a "**City** event of default" unless the **County** first gives the **Contract City** written notice of intent to terminate specifying the alleged default, and providing the **Contract City** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 20

FLORIDA LAW GOVERNS; VENUE IN MIAMI-DADE COUNTY, FLORIDA

This **Agreement**, regardless of where executed, shall be governed by and construed

Page 13

according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

ARTICLE 21
TERMINATION

This **Agreement** may be terminated upon mutual consent, in writing, between the **Contract City** and the **County**.

ARTICLE 22
COUNTERPARTS

This **Agreement** may be executed in one or more counterpart(s), each of which shall be deemed an original.

ARTICLE 23
INVALIDITY OF PROVISIONS

Should any provision, paragraph, sentence, word or phrase contained in this **Agreement** be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and this **Agreement** shall remain in full force and effect.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his/her designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Contract City has caused this Agreement to be executed in its name by the Manager/Mayor of the Contract City or his/her designee, attested by the Clerk of the Contract City's governing body and has caused the seal of the Contract City's governing body to be hereto attached, all on the day and year first written above.

Attest: HARVEY RUVIN,
Clerk of the Board

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

By: _____
Deputy Clerk

By: _____
County Mayor
Miami-Dade County Florida
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

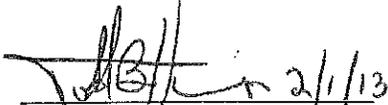
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY BY:
Miami-Dade County Attorney's
Office 111 N. W. 1st Street
Miami, FL 33128

Assistant County Attorney

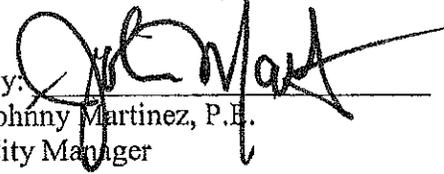
CONTRACT CITY

City of Miami,
a Florida Municipal Corporation

ATTEST:



Todd Hannon
City Clerk

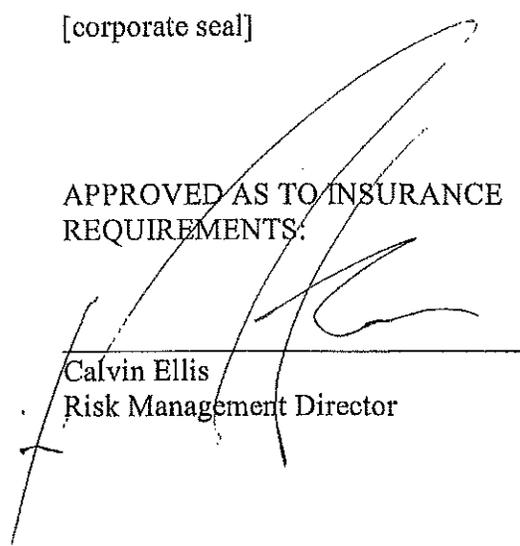
By: 

Johnny Martinez, P.E.
City Manager

This day of _____, 2013

[corporate seal]

APPROVED AS TO INSURANCE
REQUIREMENTS:



Calvin Ellis
Risk Management Director

APPROVED AS TO FORM AND
CORRECTNESS:



Julie O. Bru
City Attorney



City of Miami Certified Copy

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File Number: 12-01336

Enactment Number: R-13-0037

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF MIAMI AND MIAMI-DADE COUNTY ("COUNTY") AND CONTRACT CITIES FOR USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM FOR SOLID WASTE DISPOSAL OF MUNICIPAL SOLID WASTE.

WHEREAS, the Miami-Dade County Board of County Commissioners finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County ("County") to provide for municipal solid waste disposal and management facilities and services; and

WHEREAS, the County desires to maximize the use of its Resources Recovery facility processes and to extend the life of its landfills; and

WHEREAS, the City of Miami ("City") desires to use the County Solid Waste Management System for its municipal solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate as applicable); and

WHEREAS, the City desires to use the County Solid Waste Management System to satisfy Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Florida Statutes) only as it applies to disposal capacity for municipal solid waste the City collects for disposal and which is committed to the County for disposal in the County Solid Waste Management System in accordance with the agreement, and actually disposed of therein; and

WHEREAS, by the Second Amended and Restated Interlocal Agreement ("Agreement"), attached and incorporated, the County and the City desires to clarify the conditions under which Contract Cities may use the Waste Management Inc. of Florida landfill in Medley, Florida; and

WHEREAS, the County and the City desire to formalize their relationship regarding municipal solid waste disposal responsibilities consistent with the provisions of Section 403.706 of Florida Statutes; and

WHEREAS, the County and the City wish to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings found in the Preamble to this Resolution are adopted by reference and incorporated as fully set forth in this Section.

Section 2. The City Manager is authorized{1} to execute an Agreement, in substantially the attached form, between the City and the County for the use of the County Solid Waste Management

System for solid waste disposal of municipal solid waste.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.{2}

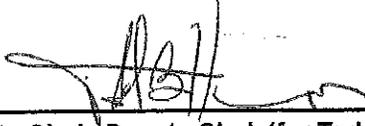
Date: DECEMBER 13, 2012
Mover: COMMISSIONER GORT
Seconder: COMMISSIONER CAROLLO
Vote: AYES: 4 - COMMISSIONER(S) GORT, SARNOFF, CAROLLO AND SUAREZ
ABSENT: 1 - COMMISSIONER(S) SPENCE-JONES
Action: CONTINUED

Date: JANUARY 10, 2013
Mover: COMMISSIONER CAROLLO
Seconder: COMMISSIONER SPENCE-JONES
Vote: AYES: 5 - COMMISSIONER(S) GORT, SARNOFF, CAROLLO, SUAREZ AND
SPENCE-JONES
Action: DEFERRED

Date: JANUARY 24, 2013
Mover: COMMISSIONER SUAREZ
Seconder: VICE CHAIR GORT
Vote: AYES: 5 - COMMISSIONER(S) GORT, SARNOFF, CAROLLO, SUAREZ AND
SPENCE-JONES
Action: ADOPTED

Date: JANUARY 31, 2013
Action: SIGNED BY THE MAYOR

I, Todd B. Hannon, City Clerk of the City of Miami, Florida, and keeper of the records thereof, do hereby certify that this constitutes a true and correct copy of Resolution No. R-13-0037, with attachments, passed by the City Commission on 1/24/2013.



City Clerk, Deputy Clerk (for Todd B. Hannon,
City Clerk)

February 01, 2013

Date Certified

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

**SECOND FIRST-AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND CONTRACT CITIES FOR CITY-USE
OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM**

This First Amended and Restated Interlocal Agreement ("**Agreement**") is made and entered into this ____ day of _____, 2____, by and between Miami-Dade County by and through its Board of County Commissioners ("**County**") and the City of Miami by and through its Board of City Commissioners ~~those municipalities whose names appear in Exhibit "A", attached hereto and made part hereof, their successors and assigns, hereinafter referred to as **Contract Cities**~~City, to provide for use of the County Solid Waste Management System by the **Contract Cities** City for ~~its their~~ municipal solid waste disposal and transfer needs.

BACKGROUND RECITALS

Whereas, the Miami-Dade County Board of **County** Commissioners (the "**Board**") hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County to provide for municipal solid waste Solid Waste disposal and management facilities and services; and

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Whereas, the **County** desires to maximize the use of its Resources Recovery facility processes and to extend the life of its landfills; and

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Whereas, ~~the **Contract Cities**~~**Contract City** desires to use the County Solid Waste Management System for ~~its their~~ municipal solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate as applicable); and

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Whereas, ~~the **Contract Cities**~~**Contract City** desires to ~~reestablish or continue their use reliance on~~ the County Solid Waste Management System to satisfy Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to ~~solid waste disposal capacity for the~~ municipal solid waste ~~which the each **Contract City** collects for disposal, or that which is collected for it by third parties under contract with the **Contract City** for disposal, and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement**, and actually disposed of therein; and~~

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Whereas, the **County** and the ~~**Contract Cities**~~**Contract City** desire to formalize their relationship regarding municipal solid waste disposal responsibilities consistent with the provisions of Section 403.706, Florida Statutes.

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Whereas, by this first amended and restated agreement, the **County** desires to clarify the conditions under which ~~**Contract Cities**~~ may use the Waste Management Inc. of Florida landfill in Medley, Florida; modify the definition of Source Separated Recyclable Materials by adding specific materials and increasing flexibility with regard to the further addition of materials; and add a definition of construction and demolition debris, and

Whereas, the amended agreement as stated herein shall be available to all municipalities.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

DEFINITIONS

For the purposes of this **Agreement**, the following capitalized words and phrases shall be given the following respective meanings:

Board - the Miami-Dade County Board of County Commissioners.

Change in Law - after the date of execution of this **Agreement**, (a) the adoption, promulgation, issuance, modification, or change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, of the United States or any state or territory thereof, unless (i) such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental entity or official having jurisdiction, (provided, that it shall not constitute a Change in Law if an administrative regulation existed on the date of execution of this **Agreement** in temporary or proposed form and was treated as generally applicable to transactions of the type contemplated hereby), or (ii) compliance with such law, regulation, rule requirement, ruling or ordinance was provided for in the **Agreement**; (b) the issuance of an order and/or judgment of any governmental entity or official having jurisdiction, to the extent such order and/or judgment constitutes a reversal of a prior applicable order and/or judgment, or an overturning of prior administrative policy or judicial precedent; or (c) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval essential to the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the County Solid Waste Management System facilities or the facilities sites, to the extent such suspension, termination, interruption or failure of renewal is not caused by any action or inaction of the **County** or its contractors (provided that, for the purposes of determining whether a suspension, termination, interruption or failure of renewal was so caused, any reason or finding set forth in writing by the agency responsible for issuance of such permit, license, consent, authorization or approval shall be accorded the rebuttal presumption of accuracy), provided that no change in tax law, change to the Internal Revenue Code of 1954 effected by the Tax Reform Act of 1986 (to the extent applicable on the date of this **Agreement**), change in foreign law, change in law which adversely affects the **County's** legal rights as a licensee, grantee, owner, or user of any patent or other "know-how" in respect of proprietary technology intended to be utilized by it in performing its obligations under this **Agreement** shall constitute a change in law for any purposes of this **Agreement**.

Concurrency - provision of certain public facilities specified in the State of Florida Local Government Comprehensive Planning and Land Development Regulation Act ("the Act") (specifically, Chapter 163, Part II, Section 163.3180 F.S.) by (a) county (ies), or (a) municipality (ies) or a combination thereof, at a specified level-of-service stated in the Capital Improvements Element of the comprehensive plan for the applicable jurisdiction(s), adopted pursuant to the Act.

~~Construction and Demolition Debris~~—discarded materials generally considered not to be water-soluble or hazardous, including, without limitation, steel, concrete, glass, brick, roofing material, lumber, and gypsum wallboard which are generated from building repair, renovation, construction or demolition projects. ~~Commingling construction and demolition debris with solid waste generated from other than building repair, renovation, construction or demolition projects will cause such waste to be classified as Municipal Solid Waste.~~

Contract Cities City (ies) — a the municipal corporation or corporations existing under the laws of the State of Florida, that enter into this **Agreement** with the **County** and whose names appear in Exhibit "A" to this **Agreement**. For the purpose of this **Agreement**, the unincorporated areas of Miami-Dade County as geographically configured on February 16, 1996, as delineated in Exhibit "D", shall be considered a **Contract City**.

County — Miami-Dade County, Florida by and through its Board of County Commissioners.

County Disposal Fee - the fee charged to dispose of municipal solid waste or solid waste at County-owned solid waste disposal facilities or facilities operated under contract with the **County** for municipal solid waste or solid waste disposal.

County Solid Waste Management System - The aggregate of those solid waste management facilities owned by or operated under contract with Miami-Dade County, which shall include the North Dade Landfill (21500 NW 47th Avenue), South Dade Landfill (23707 SW 97th Avenue), Resources Recovery Facility (6990 NW 97th Avenue), Waste Management of Florida, Inc. Landfill in the City of Medley, Florida (9350 NW 89th Avenue), Northeast Transfer Station (18701 NE 6th Avenue), Central Transfer Station (1150 NW 20th Street) and, West Transfer Station (2900 SW 72nd Avenue), and other such facilities as may be added to or deleted from this listing from time to time, by the County Mayor Manager at his/her sole discretion. Such additions or deletions may be made by use of an attachment hereto without need for formal amendment to this **Agreement**.

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Director - the Director of the Public Works and Waste Management Department or his/her designee.

Exclusive Franchise or License - (a) contract(s) between a **Contract City** and a (limited number of) third party contractor(s) for the right and privilege to collect municipal solid waste or solid waste from either residential -units or commercial establishments, or both residential units and commercial establishments, within (a) designated service area(s) under the terms of which the contractor(s) pay(s) the **Contract City** a fee.

Fiscal Year - the period beginning October 1 of each year and ending September 30 of the subsequent year.

Force Majeure - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, tornado, hurricane, flood or similar occurrence, strike, and act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this **Agreement**, which by the exercise of due diligence the party relying thereon as justification for not performing any obligation under this **Agreement** shall not have been able to avoid, and which is not the result of a willful or negligent action or omission of such party.

Municipal Solid Waste (MSW) ~~or Solid Waste or Waste~~ — all discarded materials or substances, exclusive of source-separated recyclable materials, which the each Contract City collects for disposal, or that which is collected for it by third parties under contract with the Contract City for disposal including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form. This definition is not intended to include any waste collected by any entity whose sole relationship with the Contract City is a franchise or license and which entity does not collect any waste on behalf of the Contract City. In addition, this definition is not intended to include waste collected at any city owned facility.

Non-Exclusive Franchise or License - a regulatory program under which an unlimited number of ~~sSolid yWaste~~ haulers are given the right and privilege to collect ~~solid waste~~ from either residential units or commercial establishments, or both residential ~~units and commercial establishments~~, under the terms of which each hauler pays the **Contract City** a fee.

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Short-Term Disposal - delivery of solid waste to the County Solid Waste Management System for disposal without having a minimum ten (10) year waste disposal agreement with the **County**.

Short-Term Disposal Fee(s) - the higher fee(s) paid by private haulers or municipalities for Short-Term disposal of solid waste in the County Solid Waste Management System.

Solid Waste — all discarded materials or substances, exclusive of source-separated recyclable materials, including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form, which materials or substances are not collected by or on behalf of a Contract City.

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Source-Separated Recyclable Materials - materials separated from ~~municipal solid waste or solid waste MSW~~ at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to: clean yard trash, ~~construction and demolition debris,~~ aseptic and gable-top containers, corrugated cardboard, magazines, mixed waste paper, newspapers, telephone books, household batteries, glass containers, plastic containers, steel cans, and aluminum cans, and other source-separated recyclable materials as may be approved for addition to this listing from time to time by the County Mayor Manager or his/her designee, which approval shall not be unreasonably withheld; such additions may be made by use of an attachment hereto without need for formal amendment to this **Agreement**.

Transfer Fee - the fee charged to transfer municipal solid waste or solid waste from County Solid Waste Management System transfer stations to County Solid Waste Management System disposal facilities.

ARTICLE 1

CONSTRUCTION OF INTERLOCAL AGREEMENT

The word "shall" as used in this **Agreement** shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2

RESPONSIBILITIES OF THE COUNTY

A. **Provision of Disposal Capacity.** The County shall provide MSW disposal capacity (and transfer, as applicable) for the MSW solid waste which each **Contract City** collects or is collected for it for disposal, ~~or that which is collected for it by third parties under contract with the Contract City for disposal,~~ and which is committed to the County for disposal in the County Solid Waste Management System in accordance with this **Agreement**. The provision of MSW solid waste disposal services under this **Agreement** shall comply with all applicable state and federal laws.

B. **Disposal Capacity for Concurrency.** The County shall maintain sufficient MSW disposal capacity in the County Solid Waste Management System to comply with Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to MSW solid waste disposal capacity for the MSW solid waste which the each **Contract City** collects or is collected for it for disposal, ~~or that which is collected for it by third parties under contract with the Contract City for disposal,~~ and which is committed to the County for disposal in the County Solid Waste Management System in accordance with this **Agreement**, and actually disposed of therein.

C. **Standardization of Agreement.** The terms of this **Agreement** shall be substantially the same for all Contract Cities.

ARTICLE 3

RESPONSIBILITIES OF THE CONTRACT CITY/CITIES

A. **Delivery of MSW to County.** ~~The Each Contract City~~ shall deliver all the MSW it collects or is collected for it for disposal, ~~or cause delivery of that MSW which is collected for it by third parties under contract with the Contract City for disposal, excluding source-separated recyclable materials, to (a) County Solid Waste Management System facility(ies),~~ at Disposal Fee rates as specified herein. Delivery of MSW Waste by **Contract City/ies** to the Waste Management Inc. of Florida landfill in Medley, Florida shall be permitted for the term of this agreement; provided that, (1) the County's agreement with Waste Management Inc. of Florida, dated ~~July 31, 1998~~ ~~October 27, 1995,~~ is in effect, (2) the landfill is accepting MSW waste for disposal, and (3) MSW waste from (a) **Contract City(ies)** is not needed at the Resources Recovery facility, as determined by the Director, in his/her sole discretion.

~~Contract Cities which have entered into Solid Waste disposal agreements with third party contractors prior to July 28, 1995, the terms of which extend into the term of this Agreement for a portion of Fiscal Year 1995-96, are not obligated to deliver Solid Waste to the County for that portion of Fiscal Year 1995-96 covered by the third party agreements, copies of which are incorporated herein as Exhibit "C". Such Contract Cities shall otherwise adhere to all terms of this Agreement. Area(s) of unincorporated Miami Dade County, as delineated in Exhibit "D", which incorporate subsequent to the date of this Agreement shall comply with all terms of this Agreement, unless expressly relieved from doing so by resolution of the Board.~~

The Director may identify particular facilities to which the each Contract City shall deliver its MSW waste subject to the following:-

- (i) The Any Contract City may deliver its MSW waste to a County transfer facility(ies) if the applicable transfer fee is paid to the County.
- (ii) At no time during the term of this Agreement shall a any Contract City be required to deliver MSW to a County transfer facility unless the County Disposal Fee is the same at all County Solid Waste Management System facilities.
- (iii) The No Contract City shall not be directed to deliver its MSW waste to a disposal facility which is farther from the that Contract City's boundaries than the closest county-owned disposal facility.
- (iv) The No Contract City shall not be directed to deliver its MSW waste to a transfer facility which is farther from the that Contract City's boundaries than the closest county-owned transfer facility. In no case shall the a Contract City be required to deliver its MSW waste to a County Solid Waste Management System facility which is farther than twenty (20) miles from the that Contract City's nearest boundary in order to take full advantage of it rights under this Agreement.
- (v) Regardless of the operating status of the County's Resources Recovery Facility, the Contract City shall be entitled to dispose of MSW at the Facility and to pay the regular disposal rate that applies to Contract Cities, which shall be the County's lowest rate for MSW disposal, for the term of this Agreement.

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B. Use of Other Facilities Prohibited. The Each Contract City shall not deliver any MSW it collects or is collected for it for disposal, or cause or suffer delivery of that MSW which is collected for it by third parties under contract with the Contract City for disposal, excluding source-separated recyclable materials, to a solid waste disposal or transfer facility other than a County Solid Waste Management System facility for the term of this Agreement. The No Contract City shall not deliver any MSW it collects or is collected for it, or cause or suffer delivery of that MSW which is collected for it by third parties under contract with the Contract City for disposal, other than source-separated recyclable materials, to a materials recovery or recycling facility for the term of this Agreement.

Notwithstanding the foregoing, in the event that the County approves an operating permit for a solid waste disposal or transfer facility located within Miami-Dade County:

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Other than:

(i) A facility that is a part of the County Solid Waste Management System;

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(ii) A facility that is used exclusively to facilitate the delivery of MSW to County Solid Waste Management System facilities; or

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(iii) A facility that is subject to a solid waste disposal agreement with the County, which agreement shall not allow acceptance of third party waste either by agreement or regulation;

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Then in that case:

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the Contract City shall have the option to either pursue a permit for operation of a solid waste disposal or transfer facility for all or a portion of its MSW disposal needs or deliver all or a portion of its MSW to the permitted solid waste disposal or transfer facility(ies) that meets the criteria established herein, provided however that any portion of the Contract City's MSW that is not so disposed must continue to be delivered to the County pursuant to the terms of this Agreement.

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C. Hauler Contracts. The Each Contract City shall include in any MSW collection contracts with Solid Waste haulers, or amendments to such contracts, which it executes, renews or extends after the date of this Agreement, a provision that all MSW solid waste collected for the Contract City shall be delivered to a specified County Solid Waste Management System facility for disposal. This provision shall apply to exclusive franchise or license agreements with Solid Waste haulers to collect MSW on the Contract City's behalf. This provision shall not apply to a non-exclusive franchise or license to haul Solid Waste that is not collected on the Contract City's behalf.

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D. Disposal and Transfer Fees. The Each Contract City shall pay a Disposal Fee (and a Transfer Fee, as applicable) for each ton of MSW delivered to the County Solid Waste Management System for disposal. As of October 1, 2012, the Each Contract City shall pay a maximum Disposal Fee of forty-five dollars sixty-three dollars and sixty-five cents (\$63.65) (\$45.00) per ton to the County for disposal of MSW delivered to County Solid Waste Management System facilities for Fiscal Years 1995-96, 1996-97, and 1997-98. This Disposal Fee shall be established by separate administrative order, which shall not become effective until approved by the Board. As applicable, as of October 1, 2012 the each Contract City shall pay a maximum Transfer Fee of nine dollars (\$9.00) twelve dollars and fifty-two cents (\$12.52) per ton to the County for transfer of MSW delivered to County Solid Waste Management System transfer facilities for Fiscal Years 1995-96, 1996-97, and 1997-98. This Transfer Fee shall be established by separate administrative order, which shall not become effective until approved by the Board. - The Disposal Fee and Transfer Fee may be increased or decreased for inflation or deflation beginning on October 1, 1998 2013, and on the first day of each Fiscal Year thereafter, relative to increases or decreases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of

the United States (CPI) -for the prior period of July 1 through June 30. Such CPI increases or decreases shall be capped at ~~five~~ four percent (~~5%~~) (4%) per year for the term of this **Agreement**. In the event that the actual CPI increase or decrease exceeds the ~~five~~ four percent (~~5%~~) (4%) cap in a given Fiscal Year, the amount of CPI increase or decrease above or below the ~~five~~ four percent (~~5%~~) (4%) cap shall be applied to CPI increases or decreases in future years when the CPI increase or decrease is less than ~~five~~ four percent (~~5%~~) (4%). The Disposal Fee and Transfer Fee shall not otherwise increase, unless as required by Change in Law, as defined herein, which may occur at any time during the term of this **Agreement**. The **County** shall notify ~~the each~~ **Contract City** of proposed ~~d~~Disposal ~~f~~Fee and Transfer Fee adjustments on the basis of change in law. The disposal fee or Transfer Fee increase based on Change in Law shall fully compensate the **County** for its increased costs. Each **Contract City** shall pay prevailing disposal fees for waste materials for which the **County** charges other than the **County** Disposal Fee for the entire term of this **Agreement**, including, without limitation, tires ~~and~~, asbestos, construction ~~and demolition debris~~, and clean-yard trash, if provided to the **County** for disposal.

E. **Terms of Payment**. The **County** shall invoice the ~~Contract Cities~~ **City** for Disposal Fees, based on **County** weighing records, by means of First Class U.S. Mail, within five (5) days of the last day of each month, commencing in the first month after the effective date of this **Agreement**, and continuing monthly thereafter for the term of this **Agreement**. In accordance with Section 218.74(2), Florida Statutes, as amended from time to time, payment of Disposal Fees owed to the **County** shall be due from, and payment shall be made by, ~~each~~ the **Contract City** forty-five (45) days from the date of receipt of the **County's** monthly invoice.

F. **Dispute on Invoicing**. In the event of a dispute on invoicing, the **Contract City** shall first pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of receipt of the disputed invoice, give written notice of the disputed invoice to the **County**. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The **County** ~~Mayor Manager~~ or his/her designee shall confer with the **Contract City** and the **County** ~~Mayor Manager~~ or his/her designee shall resolve the dispute not later than sixty (60) days after the date upon which the disputed invoice was received. Should ~~a~~ the **Contract City** disagree with the determination of the **County** ~~Mayor Manager~~ or his/her designee, it may pursue any remedy at law except withholding payment.

ARTICLE 4 WEIGHING RECORDS

The **County** shall cause all **County** Solid Waste Management System facilities to operate and maintain motor truck scales calibrated to the accuracy required by Florida law and to weigh all vehicles delivering MSW. Each vehicle delivering MSW from ~~a~~ the **Contract City**, or its contract hauler, shall have its tare weight and cubic yard capacity permanently and conspicuously displayed on the exterior of the vehicle. The **County** or its contractor may, from time to time, require revalidation of the tare weight of any vehicle. ~~The Each~~ **Contract City** shall provide the **County** with information about each private hauler delivering MSW on its behalf to include: name and address, make, body type and motor vehicle registration number of each vehicle used for such purpose. All such haulers shall

have and maintain a valid **County** solid waste hauler permit in accordance with Section 15-17 of the Code of Miami-Dade County, as amended from time to time.

The **County** will supply ~~the each~~ **Contract City** with monthly weighing records as may be reasonably required by the **Contract City** to administer its waste collection program. Copies of all transaction tickets will be maintained by the **County** for at least two (2) years. If weighing scales are inoperable or are being tested, the facility operator shall estimate the quantity of MSW delivered using a schedule of estimated waste material weights in accordance with Section 15-25, Subsections (b) and (d) of the Miami-Dade County Code, as amended from time to time. The estimates shall take the place of actual weighing records, when the scales are not operational.

The **County** shall use reasonable efforts to maintain the scales in an operable and accurate weighing condition.

ARTICLE 5

SHORT-TERM DISPOSAL

The **Contract City Cities** agrees that the County Solid Waste Management System may accept Solid Waste MSW on a Short-Term Disposal basis from private or municipal haulers, so long as the capacity to receive MSW solid waste delivered on behalf of ~~the any~~ **Contract City** is not impaired, and provided that such haulers shall pay (a) Short-Term Disposal Fee(s) of at least ten percent (10%) above that charged to **Contract Cities**. The (a) Short-Term Disposal Fee(s) shall be established by separate administrative order, which shall not become effective until approved by the Board. All Disposal Fee revenues generated pursuant to this **Agreement** shall be used to pay County Solid Waste Management System costs. This provision shall not inhibit the **County** from entering into agreements with private haulers for delivery of Solid Wwaste to **County** disposal facilities (with the exception of agreements for delivery of Solid Wwaste collected by (a) private hauler(s) under contract with any municipality that is not a party to this **Agreement**, which shall be prohibited), the minimum duration of which shall be ten (10) years, provided that the **County** shall not offer (a) Disposal Fee(s) less than that agreed to herein by the **Contract City Cities** to any private hauler for the term of this **Agreement**.

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ARTICLE 6

RELATIONSHIPS OF THE PARTIES

Nothing in this **Agreement** shall be deemed to constitute any party a partner, agent or local representative of the other party or to create any type of fiduciary responsibility of any kind whatsoever between the parties. The obligations to this **Agreement** are not joint; the obligations are separate and several between ~~each of the~~ **Contract Cities** City and **County**.

ARTICLE 7

HEADINGS

Captions and headings in this **Agreement** are for ease of reference only and do not constitute a part of this **Agreement** and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE 8

DURATION OF AGREEMENT

The term of MSW deliveries by each the Contract City to the **County** under this **Agreement** shall commence with the date of execution and shall remain in effect up to and including October 1, 2032. The **Agreement** shall be executed and approved by resolution of the each Contract City's governing body and shall become effective upon execution by the **County**. A copy of the resolution of approval shall be transmitted to the County Mayor Manager within five (5) days following the date of each **Contract City's** approval.

ARTICLE 9

AGREEMENT GOVERNS; ENTIRE AGREEMENT

This **Agreement** shall govern and supersede any other Interlocal agreement between the **Contract Cities** City and the **County** with regard to use of the County Solid Waste Management System. This writing embodies the entire **Agreement** and understanding between the parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 10

REPRESENTATIONS OF THE COUNTY

The **County** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the **County**, and (B) it has the required power and authority to perform this **Agreement**.

ARTICLE 11

REPRESENTATIONS OF THE CONTRACT CITIES CITY

The Each Contract City represents that (A) this **Agreement** has been duly authorized, executed and delivered by the Governing Body of the **Contract City**, and (B) it has the required power and authority to perform this **Agreement**.

ARTICLE 12

APPROVALS AND NOTICES

All notices, consents and other communications required, permitted or otherwise delivered under this **Agreement** shall be in writing and be delivered either by hand with proof of delivery or mailed by first class United States certified or registered mail, with return receipt requested, postage prepaid, and in any case shall be addressed as follows; ~~provided in Exhibit "B", attached hereto and made part hereof.~~

To County -
Miami-Dade County
Office of the Mayor
Stephen P. Clark Center
111 NW 1st Street
Miami, Florida 33128

To Contract City -
City of Miami

City Manager's Office
3500 Pan American Drive
Miami, Florida 33133

Changes in the respective addresses ~~above of Contract Cities~~ provided in Exhibit "B" and of ~~County~~ provided on the signature page may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch, notices and consents given by any other means shall be deemed to have been given when received.

ARTICLE 13

AMENDMENT TO AGREEMENT

This **Agreement** may be modified, altered or amended only by a written amendment duly executed by the parties hereto, and approved by the governing body of each party. Any oral representations or modifications concerning this **Agreement** shall be of no force or effect.

ARTICLE 14

NON-ASSIGNMENT

In no case shall a the Contract City assign, transfer, convey or otherwise hypothecate any interest, rights, duties, or obligations hereunder, or any part thereof. In the event the a Contract City attempts to assign, transfer, convey or otherwise hypothecate this **Agreement** or the **Contract City's** rights, duties or obligations hereunder, or any part thereof, the **County** may at its option, terminate this **Agreement** with respect to the that Contract City.

ARTICLE 15

RIGHTS OF OTHERS

Nothing in this **Agreement**, either express or implied, is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this **Agreement**.

ARTICLE 16

WAIVER

There shall be no waiver of any right related to this **Agreement** unless that such waiver is in writing signed by the party waiving such right. No delay or failure to exercise a right under this **Agreement** shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular rights waived and shall not be deemed a waiver of the same right at a later time, ~~or~~ of any other right under this **Agreement**.

ARTICLE 17

FORCE MAJEURE

Neither party hereto shall be liable for its failure to carry out its obligations under this **Agreement** during any period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligations of the party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such

party giving, to the other party, written notice of its assertion that a Force Majeure delay has commenced within five (5) working days after such commencement. If there exists good cause for failure to give such notice, such failure shall not prejudice any party's right to justify any non-performance as caused by Force Majeure, unless the failure to give timely notice causes material prejudice to the other party.

ARTICLE 18

COUNTY EVENT OF DEFAULT

The failure by the County to substantially fulfill any of its material obligations in accordance with this Agreement, unless excuses are justified by Force Majeure, shall constitute a "County event of default". If a County event of default should occur, the affected Contract City(ies) shall have all of the following rights and remedies which each may exercise singly or in combination: 1. the right to declare that this Agreement, as it applies to the Contract City(ies) together with all rights granted to the County, hereunder are terminated, effective upon such date as is designated by the Contract City(ies); 2. any and all other rights provided under federal laws and the laws of the State of Florida. 3. in any event, the County shall maintain responsibility for any debts owed to the each Contract City for services provided under the terms of this Agreement. Notwithstanding any other provision of this article, the Contract City(ies) shall not terminate this Agreement for a "County event of default" unless the Contract City(ies) first give(s) the County written notice of intent to terminate specifying the alleged default, and providing the County a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 19

CONTRACT CITY EVENT OF DEFAULT

Without limitation, the failure by the a Contract City to substantially fulfill any of its material obligations in accordance with this Agreement, unless excuses are justified by Force Majeure, shall constitute a "Contract City event of default". If a Contract City event of default should occur, the County shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that all rights granted to the Contract City hereunder are terminated, effective upon such date as is designated by the County; 2. any and all rights provided under federal laws and the laws of the State of Florida. 3. in any event, the Contract City shall maintain responsibility for any debts owed to the County for services provided under the terms of this Agreement. Notwithstanding any other provision of this article, the County shall not terminate this Agreement for a "City event of default" unless the County first gives the Contract City written notice of intent to terminate specifying the alleged default, and providing the Contract City a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 20

FLORIDA LAW GOVERNS; VENUE IN MIAMI-DADE COUNTY, FLORIDA

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

ARTICLE 21
TERMINATION

This **Agreement** may be terminated upon mutual consent, in writing, between the any **Contract City** and the **County**.

ARTICLE 22
COUNTERPARTS

This **Agreement** may be executed in one or more counterpart(s), each of which shall be deemed an original.

ARTICLE 23
INVALIDITY OF PROVISIONS

Should any provision, paragraph, sentence, word or phrase contained in this **Agreement** be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and this **Agreement** shall remain in full force and effect.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County ~~Mayor~~Manager or his/her designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the ~~Contract Cities~~City named in Exhibit "A", have ~~has~~ caused this Agreement to be executed in ~~its~~their names by the Manager/Mayor of ~~the~~each Contract City or his/her designee, attested by the Clerk of ~~the~~each Contract City's governing body and has caused the seal of ~~the~~each Contract City's governing body to be hereto attached, all on the day and year first written above.

Attest: HARVEY RUVIN,
Clerk of the Board

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

By: _____
Deputy Clerk

By: _____
County ~~Mayor~~Manager
Miami-Dade County Florida
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY BY:
Miami-Dade County Attorney's Office
111 N.W. 1st Street
Miami, FL 33128

Assistant County Attorney

CONTRACT CITY

City of Miami, _____
a Florida Municipal Corporation

ATTEST:

By:

Johnny Martinez, P.E.
City Manager

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This day of _____, 2____

Dwight S. Danie
City Clerk

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[corporate seal]

APPROVED AS TO INSURANCE
REQUIREMENTS:

APPROVED AS TO FORM AND
CORRECTNESS:

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Calvin Ellis
Risk Management Director

Julie O. Bru
City Attorney