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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: January 22, 2009

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

From: George M. Burgess
County Manager

Agenda Item No. 8(R)(1)(C)

Resolution No. R-70-09

Subject: Agreement between Miami-Dade County and the Village of Virginia Gardens for the Provision of Retail Sanitary Sewage Service by the Miami-Dade Water and Sewer Department

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RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the execution of an agreement between Miami-Dade County and the Village of Virginia Gardens for the provision of retail sanitary sewage service by the Miami-Dade Water and Sewer Department (WASD) to 66 sanitary sewage accounts in the Village.

SCOPE

The item authorizes WASD to read the water meters in the Village of Virginia Gardens, Commission District 12.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to the County for the terms of this agreement.

TRACK RECORD/MONITOR

WASD's Intergovernmental Affairs Chief will monitor the agreement.

BACKGROUND

The City of Miami Springs used to provide sanitary sewage service to 66 commercial and residential accounts in the Village of Virginia Gardens. On July 17, 2008, the Board approved Resolution R-825-08 which authorized the transfer of the City of Miami Spring's water and sewer systems to Miami-Dade County effective September 3, 2008. As such, WASD is now the provider of retail sanitary sewage service to 66 accounts within the municipal boundaries of the Village of Virginia Gardens in the vicinity of NW 36 Street and NW 57 Avenue.

This agreement authorizes WASD to read the water meters for customers with the 66 sewer accounts in the Village of Virginia Gardens to determine the appropriate sanitary sewage service charge. WASD will bill these accounts directly for sanitary sewage service, and the Village of Virginia Gardens will continue to bill its customers for water service.

The Village agrees to terminate water service for non-payment of sanitary sewage services upon the request of WASD. This agreement was approved by the Village of Virginia Gardens on October 28, 2008.

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: January 22, 2009

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

SUBJECT: Agenda Item No. 8(R)(1)(C)

Please note any items checked.

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

_____ **6 weeks required between first reading and public hearing**

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

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(R)(1)(C)
1-22-09

RESOLUTION NO. **R-70-09**

RESOLUTION APPROVING EXECUTION OF AN AGREEMENT WITH THE VILLAGE OF VIRGINIA GARDENS FOR THE PROVISION OF RETAIL SANITARY SEWAGE SERVICE BY THE MIAMI-DADE WATER AND SEWER DEPARTMENT

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 this Board hereby approves the execution of an agreement with the Village of Virginia Gardens for the provision of retail sanitary sewage services in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County, Florida.

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

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of January, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
THE VILLAGE OF VIRGINIA GARDENS
FOR THE PROVISION OF
RETAIL SANITARY SEWAGE SERVICE

THIS AGREEMENT, entered into this ___ day of _____, 2009, by and between the VILLAGE OF VIRGINIA GARDENS, FLORIDA, a municipal corporation of the State of Florida (the "VILLAGE"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "COUNTY").

W I T N E S S E T H:

WHEREAS, pursuant to County Resolution No. 825-08, the COUNTY approved the transfer of the water and sewer utility systems of the City of Miami Springs to the COUNTY; and

WHEREAS, the COUNTY, through its Miami-Dade Water and Sewer Department (the "Department"), operates the water and sewer utility systems of the City of Miami Springs and the sanitary sewage collection system located in a portion of the VILLAGE; and

WHEREAS, the VILLAGE provides water service to these customers and owns the water service meters; and

WHEREAS, the Department requires a mechanism to properly bill the customers for sanitary sewage service;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, it is agreed:

Section 1. The VILLAGE, jointly with the Department, will identify the current sanitary sewage service customer accounts, located within the VILLAGE. Thereafter, the VILLAGE shall notify the Department of any requests for new water service and any request for water service disconnection, with such notification directed to: Miami-Dade Water and Sewer Department, Attention: Division Chief, Retail Customer Service, 3071 S.W. 38th Avenue, Miami, Fl., 33146.

Section 2. The VILLAGE agrees to allow the Department to read the water service meters to determine the usage of sanitary sewage service by the customers within the VILLAGE who receive sanitary sewage service from the Department. The operation and maintenance of all meters shall be the responsibility of the VILLAGE. The Department agrees to notify the Village Clerk whenever it suspects a meter is not working properly.

Section 3. The Department agrees to bill and collect from each sanitary sewage customer account, as a designated separate bill, the sanitary sewage service charge, in accordance with the schedule of rates established by the COUNTY for such customers. The Department agrees to observe the same diligence, policy and procedure in the billing and collection of sewer service accounts as is used by the Department in the billing and collection of its other water and sewer service accounts in accordance with its "Rules and Regulations".

Section 4. The VILLAGE agrees to terminate the water service for non-payment of sanitary sewage service charges, upon request by the Department. Such water service shall be restored by the VILLAGE only upon the display of a stamped paid-in-full receipt from the Department for the sanitary sewage service charges, or upon notice in writing from the Department that the sanitary sewage service charges have been otherwise satisfactorily addressed.

The COUNTY shall notify the Village Clerk of requests for water service disconnects and/or reconnections both verbally (via telephone) and in writing (via facsimile or electronic mail) between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday. The VILLAGE shall initiate all required action to disconnect water service within 24 hours of receiving said notification from the COUNTY. However, there shall be no disconnection of water service between 12:00 p.m. on Friday and 9:00 a.m. on Monday, nor between 12:00 p.m. on any day preceding a legal holiday and 9:00 a.m. on the first business day following any holiday period.

The COUNTY's sewer service customers whose water service is disconnected by the VILLAGE because of a past due sewer service bill shall pay the VILLAGE its current fees for reconnecting water service before water service is reconnected and shall also pay the VILLAGE for any other costs associated with VILLAGE's costs for the disconnection of sewer service.

Section 5. Upon written request from the VILLAGE, the Department shall make available for inspection or audit by the VILLAGE and its representatives, at any reasonable time, all of its records pertaining to the Department's actions under this Agreement, including information as to delinquent sanitary sewage charges.

Section 6. The Department shall notify the VILLAGE in writing of any legal claims filed against the Department pertaining to the Department's billing and collection of the sanitary sewage charges from properties located in the VILLAGE within thirty (30) working days of receipt of any claim.

Section 7. The VILLAGE shall notify the Department in writing of any legal claims filed against the VILLAGE pertaining to the Department's billing and collection of the sanitary sewage service charges from properties located in the VILLAGE within thirty (30) working days of receipt of any claim. Legal actions for non-payment of sanitary sewage service charges shall be the sole responsibility of the Department.

The COUNTY shall be solely liable for (a) accurately billing all sewer service customers, (b) maintaining accurate billing and payment records, and (c) conveying accurate instructions to the VILLAGE regarding all disconnection and reconnection of water service. Subject to the limitations in Section 768.28, Florida Statutes, the COUNTY shall defend, hold harmless and fully indemnify the VILLAGE for any action taken by the VILLAGE to disconnect or reconnect water service pursuant to information or instructions conveyed by the COUNTY.

Section 8. The Department shall, at its sole cost and expense and independent of this Agreement, notify such customers of the agreement between the VILLAGE and the COUNTY for the billing and collection of sanitary sewage service charges by the Department.

Section 9. This Agreement shall be binding upon the respective successors and assigns of both the VILLAGE and the COUNTY.

Section 10. The Department shall perform all work and services desired herein as an owner and operator of the sanitary sewage system, and not as an officer, agent, servant, or

employee of the VILLAGE. The Department shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

Section 11. All references to the VILLAGE under this Agreement that require direction to the COUNTY shall mean the VILLAGE Mayor or his designee. Whenever written notice to the VILLAGE is required, it shall be sent by Certified Mail, Return Receipt Requested, to:

Village of Virginia Gardens
6498 N.W. 38th Terrace
Virginia Gardens, FL 33166
(Attention: Village Clerk)

Whenever written notice to the COUNTY is required, except for the provisions in Section 1, it shall be sent by Certified Mail, Return Receipt Requested, to:

Miami-Dade County
Miami-Dade Water and Sewer Department
3071 S.W. 38th Avenue
Miami, FL 33146
(Attention: Assistant Director-Finance)

Section 12. This Agreement shall remain in full force and effect for a period of twenty (20) years after its date of execution. This Agreement may be extended at the end of the twenty (20) year period by written request from the Department's Assistant Director-Finance to the VILLAGE and will require mutual agreement by the VILLAGE, without which it shall terminate. Notwithstanding the above provisions, this Agreement shall terminate and be cancelled without further writings between the VILLAGE and the COUNTY upon either party providing six (6) months notice in writing to the other party that it is terminating this Agreement.

(The rest of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

MIAMI-DADE COUNTY

ATTEST:

BY: _____
Clerk

BY: _____
County Mayor

VILLAGE of VIRGINIA GARDENS

ATTEST:

BY: _____
Village Clerk

BY: _____
Mayor

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

Approved as to form and legal sufficiency:

_____
Attorney for Village of Virginia Gardens