

Date: June 5, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Approving Execution of a Contract with the City of Homestead for the provision of wholesale sewage disposal service by the Miami-Dade Water and Sewer Department Retroactive to June 22, 2011

Agenda Item No. 8(P)(1)

Resolution No. R-467-12

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve and adopt the attached resolution authorizing the execution of a contract between Miami-Dade County and the City of Homestead for the provision of wholesale sewage disposal service by the Miami-Dade Water and Sewer Department (WASD) retroactive to June 22, 2011.

SCOPE OF AGENDA ITEM

This agenda item is for the provision of wholesale sewage service in the City of Homestead in Districts 8 and 9.

FISCAL IMPACT/FUNDING SOURCE

Overall, this agreement will have a positive fiscal impact for the County because the County will be the recipient of revenue from the City of Homestead. Sewage disposal revenue from the City of Homestead to the County in FY 2011 was \$5,299,571, and sewage disposal revenue from all wholesale sewage disposal customers to the County in FY 2011 was \$52,680,572.

There will be a short-term negative fiscal impact to the County's current budget and future budgets. In order to accommodate increased wastewater flows to the pump station from the City of Homestead, the County needs to design and construct upgrades to Pump Station No. 691, which will cause the County to outlay money for the upgrades up front. The County will, however, be reimbursed by the City of Homestead for actual project costs (estimated at \$2,600,000), and for debt service payments in the amount of \$208,520 over the term of the 20-year agreement. The funding source to design and construct upgrades to the pump station is the Renewal and Replacement Fund.

TRACK RECORD/MONITOR

WASD's Controller will monitor this agreement.

BACKGROUND

On July 25, 1995, the City of Homestead and the County entered into an agreement (1995 Agreement) that allowed the City to expand its wastewater treatment plant to a capacity of six million gallons per day. Under the terms of the 1995 Agreement, the City of Homestead was required to divert two million gallons per month of its untreated wastewater to County Pump Station 691 for treatment at the County's South District Wastewater Treatment Plant. The two million gallons per month was billed to the City of Homestead at the County's wholesale rates. The 1995 Agreement allowed the City of Homestead to expand its wastewater treatment plant, which would ultimately reduce the sanitary sewage flow from the City to the County's South District Wastewater Treatment Plant.

Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
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On May 3, 2005, the Board adopted Resolution No. R-514-05 which authorized the execution of Retroactive Amendment Number One to the 1995 Agreement. Retroactive Amendment Number One provided 1) for the County to accept flows from the City when the City's flows exceeded its rated plant capacity, or in case of emergencies or scheduled interruptions of service, 2) that effective October 1, 2001, the City of Homestead would be charged retail rates for wastewater flows in excess of two million gallons per month when they exceeded two consecutive monthly billing cycles, and 3) that effective May 1, 2003, the City would pay the County for a minimum flow of two million gallons per month (at wholesale rates) even if actual wastewater flows were less than two million gallons per month.

The 1995 Agreement and Retroactive Amendment Number One expired on December 31, 2008 leaving no official agreement in place to cover the time period gap from 2008 - 2011. However, the City of Homestead continued to pay accordingly to the 1995 Agreement and Retroactive Amendment Number One, while a new agreement was negotiated. The new 20-year agreement was finalized with the City of Homestead last year in June 2011 (New Agreement).

In the New Agreement, the City of Homestead will be billed wholesale sewer rates for all wastewater flows diverted to the County's South District Wastewater Treatment Plant retroactive to June 22, 2011 as was agreed to between the City and WASD. The City of Homestead's City Council initially approved the New Agreement on June 22, 2011, however, it had to be revised due to a scrivener's error made by WASD to reflect a twenty-year term instead of a ten-year term. The City of Homestead's City Council approved the revised version on September 21, 2011 via Resolution No. R-2011-09-92. The delay in presenting the item to the Board was due to pending collections owed by the City to WASD. The City is current with all wholesale sewage charges, therefore this item is now presented for consideration.

The sewer pump station receiving wastewater flows over the term of the New Agreement is County Pump Station No. 691, which needs to be upgraded to efficiently manage the increase in flows. As such, the New Agreement requires the City of Homestead to reimburse WASD for the necessary upgrades to Pump Station 691 in order to accommodate the City's expected increased sewage flow to the Pump Station. The City will reimburse the County for the actual cost of the improvements, which are estimated to total \$2,600,000. Pursuant to Paragraph two of the New Agreement, the reimbursement, including debt service, will be \$208,520 annually for a period of twenty years to be paid by the City of Homestead in twelve equal monthly payments as part of the County's monthly invoice to the City for sewer service.

The City of Homestead agrees that it shall operate and maintain its facilities in accordance with all state, federal and local laws. The County reserves the right to inspect the City's facilities and to take samples at reasonable times and with reasonable notice to the City of Homestead. The contract shall be in effect for a period of 20 years and may be terminated at any time by mutual consent by the County and the City.



Alina T. Hudak
County Manager/Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: May 1, 2012

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

SUBJECT: Agenda Item No. 8(P)(1)

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 Manager'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(P)(1)
6-5-12

RESOLUTION NO. R-467-12

RESOLUTION APPROVING A SEWAGE DISPOSAL SERVICE CONTRACT WITH THE CITY OF HOMESTEAD FOR THE PROVISION OF WHOLESALE SEWAGE DISPOSAL SERVICE BY MIAMI-DADE WATER AND SEWER DEPARTMENT RETROACTIVE TO JUNE 22, 2011; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE SAME AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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 execution of the wholesale sewage disposal service contract with the City of Homestead for the provision of wholesale sewage disposal services by the Miami-Dade Water and Sewer Department retroactive to June 22, 2011, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or Mayor's designee to execute the same for and on behalf of Miami-Dade County, Florida, and to exercise the provisions contained therein.

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

	Joe A. Martinez, Chairman	absent
	Audrey M. Edmonson, Vice Chairwoman	aye
Bruno A. Barreiro	absent	Lynda Bell
Esteban L. Bovo, Jr.	aye	Jose "Pepe" Diaz
Sally A. Heyman	aye	Barbara J. Jordan
Jean Monestime	aye	Dennis C. Moss
Rebeca Sosa	aye	Sen. Javier D. Souto
Xavier L. Suarez	absent	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2012. 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: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sara E. Davis

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CONTRACT
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF HOMESTEAD, FLORIDA
PROVIDING FOR SEWAGE DISPOSAL SERVICE

THIS CONTRACT, made and entered into this _____ day of _____, 2012, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter designated as the "COUNTY", and the City of Homestead, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter designated as the "CITY";

WITNESETH:

WHEREAS, on July 25, 1995, the COUNTY and the CITY entered into an agreement which provided for the CITY to expand its wastewater treatment plant (the "Agreement"). Under the terms of the Agreement, the City was permitted to expand its wastewater treatment plant to a capacity of six (6) million gallons per day ("mgd") and the CITY was required to divert two (2) million gallons per month of its untreated wastewater to the COUNTY's Pump Station No. 691 for treatment at the COUNTY's South District Wastewater Treatment Plant (SDWWTP), and

WHEREAS, on May 19, 2005, the County and the City entered into Amendment Number One to the Agreement which modified the rates charged to the CITY for flows treated at the SDWWTP; and

WHEREAS, due to the CITY's growth and continual increase of sewage flow into the COUNTY's Pump Station No. 691 in excess of two (2) million gallons per month, the COUNTY and CITY desire to enter into this Contract so the COUNTY can render sewage disposal service to the CITY on a wholesale basis effective June 22, 2011; and

WHEREAS, the COUNTY's Pump Station No. 691 requires upgrades to handle additional flow from the CITY over the term of this Contract and the CITY agrees to reimburse the COUNTY for the cost of the upgrades; and

WHEREAS, the COUNTY will design, permit and construct the improvements needed for Pump Station No. 691 to handle the sanitary sewage flows from the CITY to the COUNTY's sanitary sewage system and the CITY will reimburse the COUNTY; and

WHEREAS, the Miami-Dade Water and Sewer Department, hereinafter referred to as the "Department", operates and maintains the COUNTY'S sewage disposal system;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth, the COUNTY and the CITY agree as follows:

1. The COUNTY shall provide a portion of the CITY'S sewage disposal service to the extent capacity is available, to the CITY, by means of the CITY diverting untreated wastewater to the COUNTY's existing Pump Station No. 691 located at S.W. 328 Street and S.W.172 Avenue where the flow is metered.

2. The CITY agrees to reimburse the COUNTY for the actual costs of the required improvements to Pump Station No. 691. The estimated cost of the improvements is \$2,600,000. The reimbursement, including debt service, will be \$208,520 annually for a period of twenty years to be paid by the CITY in twelve (12) equal monthly payments as part of the COUNTY'S

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monthly invoice to the CITY. The estimated cost includes, but is not limited to, labor, materials, supplies, permit fees, vehicles, fringe benefits, overhead, capital financing costs, design, consultant and independent contractor costs, and other related costs.

3. The operation and maintenance of all facilities on the CITY's side of Pump Station No. 691 shall be the sole responsibility of the CITY. The CITY acknowledges that the responsibility of the COUNTY to provide sewage disposal service under this Contract shall be limited to the CITY'S existing sewer service area or future sewer service area, which the CITY is legally authorized to serve. The CITY acknowledges that it provides sewage service to areas outside of its existing CITY limits and as its service area is expanded, said service areas shall be included pursuant to the terms and conditions of this Contract. The CITY agrees not to impose any surcharge on consumers residing outside the CITY as provided in Section 180.191, Florida Statutes.

4. The CITY hereby acknowledges and agrees that any right to connect the CITY to the COUNTY'S sewer system is subject to the terms, covenants and conditions set forth in the Settlement Contract between the State of Florida Department of Environmental Protection ("DEP") and the COUNTY dated July 27, 1993; the First Amendment to Settlement Contract between DEP and the COUNTY dated December 21, 1995; the First Partial Consent Decree and the Second and Final Partial Consent Decree entered in the United States Environmental Protection Agency (EPA) vs. Metropolitan Dade County (Case Number 91-1109 CIV-Moreno), as currently in effect or as amended or modified in future contracts; the consent order between DEP and the COUNTY filed on April 29, 2004; court orders, judgments, consent orders, consent decrees and the like entered into between the COUNTY and the United States, the State of Florida and/or any other governmental entity; and all other current, subsequent or future enforcement and regulatory actions and proceedings.

5. The CITY agrees and warrants that its sanitary sewage collection and transmission system and any extension thereof shall be operated and maintained in accordance with the requirements of all applicable local, state and federal laws, rules, regulations and permit conditions. The operation and maintenance of all facilities on the CITY's side of the control valve of Pump Station No. 691, located at S.W. 328 Street and S.W. 172 Avenue in the CITY, shall be the sole responsibility of the CITY.

6. The CITY, at its sole cost and expense, shall operate and maintain in a diligent manner all CITY structures, wastewater treatment plants, force mains, pumps, equipment and other facilities required for the collection and treatment of sewage and transmission to the point of connection, excluding the master meter installation.

7. The COUNTY reserves the right to inspect the CITY's collection, transmission and treatment system at no cost to the CITY to ascertain that said system is being properly maintained. Said inspections shall be made at reasonable times and upon reasonable notice in such manner as to least disturb the normal operation of the CITY. The CITY hereby agrees to pursue and maintain diligent efforts on a regular and timely basis to reduce infiltration and inflow and to comply with all local, state and/or federal ordinances, laws and regulations regarding infiltration and inflow correction or reduction as now in effect or as enacted in the future.

8. In order for the COUNTY to adequately plan for future capacity demands, within ninety (90) days following the execution of this Contract and on or before each January 1 thereafter, the CITY shall submit to the COUNTY the CITY'S projected annual capacity demands for the next five years. Within one hundred twenty (120) days of the COUNTY'S receipt of the CITY'S projected annual capacity demands for the next five years, the COUNTY shall notify the CITY of the COUNTY'S ability or inability to meet said demands, which is subject to local, state and federal agencies and other regulatory bodies having jurisdiction over such matters. The CITY agrees that the COUNTY shall not be liable in, or any way responsible for, any costs, claims

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or losses incurred by the CITY as a result of actions by regulatory bodies, including the Department of Environmental Resources Management.

9. The CITY shall not allow or permit construction or installation of any interconnections of stormwater mains, which allow stormwater to enter the CITY'S sanitary sewage system. Upon notice or discovery of such interconnections, the CITY shall immediately effectuate the lawful disconnection of interconnections in accordance with local, state and/or federal laws.

10. The CITY recognizes that the COUNTY'S standards for sanitary sewage service are subject to future modifications as a result of future local, state and federal laws and regulations. Accordingly, the CITY agrees that it will abide by and be bound by all present and future local, state and/or federal laws, standards, rules, regulations, permit conditions and other requirements related to sewage disposal service.

11. The wastewater from all retail customers of the CITY discharged into the CITY'S sanitary sewage system shall conform to the requirements of all applicable local, state and federal regulatory agencies. Prior to construction, the CITY shall cause the retail customer to submit plans and specifications for the proposed design of facilities to the COUNTY, which shall be subject to the COUNTY's approval.

12. In accordance with the provisions of County Ordinance 89-95, as amended, the CITY shall not render sanitary sewage service to any new retail user until either the COUNTY'S connection charges are paid to the CITY or a written receipt from the COUNTY is provided to the CITY and said connection charges shall be due by the retail user prior to the issuance of the CITY'S building permit. In the event the CITY provides sanitary sewage service to any new retail user without first ensuring that connection charges are paid prior to the issuance of a building permit, the CITY shall be liable for damages to the COUNTY in the amount of the connection charges owed by the retail user. The COUNTY reserves the right to audit existing records for a period not to exceed applicable statutory limits for payments of said connection charges.

13. As compensation for the transmission, treatment, including reclamation, and any method of disposal of all sewage received from the CITY, the CITY shall pay to the COUNTY a monthly charge for such service based on a uniform rate for all of the COUNTY'S volume customers. The rate shall be calculated for each fiscal year based on projections from the Department's prior fiscal year and shall be the sum of subsections A – H below. An annual wholesale wastewater true-up adjustment amount, debit or credit, will be imposed in the following fiscal year after completion of the Department's audited financial report. The true-up adjustment will be determined based on the variances in the Department's projected wholesale wastewater expenses (rates) and the actual audited wholesale wastewater expenditures (rates).

- (A) That portion of all projected/budgeted annual operating and maintenance expenses, including taxes assessed, if any, incurred by the COUNTY in connection with its regional force main and regional gravity interceptor sewage system divided by the projected total amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.
- (B) That portion of all projected/budgeted annual operating and maintenance expenses, including taxes assessed, if any, incurred by the COUNTY in connection with its regional sewage pumping stations, divided by the projected total amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.
- (C) That portion of all projected/budgeted annual operating and maintenance expenses, including taxes assessed, if any, incurred by the COUNTY in connection with its regional sewage treatment plants, reclamation facilities and disposal, including sewage effluent outfalls, deep disposal wells and/or any other effluent disposal

process, divided by the projected total amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.

- (D) That portion of all the projected/budgeted renewal and replacement expenses for all the COUNTY'S regional capital sewage facilities, according to the COUNTY'S policy in effect at the time for determining a rate consistent with good municipal utility accounting practices and the budgeted renewal and replacement projects for the ensuing fiscal year divided by the projected total amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.
- (E) That portion of all the projected/budgeted annual interest obligations of outstanding notes and bonds for its regional sewage system, divided by the projected total amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.
- (F) That portion of the projected/budgeted annual charge for the amortization of the COUNTY'S outstanding loans, lines of credit, notes and bonds for its regional sewage system, to be consistent with the requirements under law, divided by the total projected amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.
- (G) That portion of projected/budgeted annual administration and general expenses incurred by the COUNTY in connection with its regional sewage system that is not covered by the minimum charge divided by the total projected amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.
- (H) That portion of the charge for the COUNTY's debt service coverage requirement for loans, lines of credit and bond issues for the COUNTY'S regional sewage system divided by the total projected amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.

14. No costs associated with storm sewer systems or local collection systems shall be included in the computation of said charge. The COUNTY reserves the right to revise or modify the service rate and method of calculation included in Section 13 from time to time as may be approved by the Board of County Commissioners. The COUNTY will attempt to provide the CITY with the preliminary rate a minimum of six (6) weeks in advance of said rate's effective date. The CITY recognizes and agrees that the adopted rate may differ from the preliminary rate. The CITY recognizes and agrees that the COUNTY intends to implement a peak flow rate structure. If imposed, such rate shall be equally imposed, if applicable, on all wholesale customers. Any peak flow rate charge imposed shall be identified specifically on all sanitary sewage invoices. The CITY will be treated equally to all wholesale sanitary sewage users under current agreements with the County, including the peak flow rate.

15. Billings for services provided in accordance with this Contract shall be rendered monthly. Invoices will be mailed by the tenth day of the month following the month for which service has been provided, based on meter readings taken by Department employees on or about the 28th day of each month. Amounts billed on such invoices are due when rendered. Payments not received by the Department on or before twenty-five (25) days after the postmark date of the bill shall be considered past due. All past due invoices shall be subject to a late charge to be determined by the COUNTY, such charge to defray Department costs in processing and otherwise administering late payments, plus the accrual of interest on the past due balance at the maximum legal rate provided by Florida law for contracts in which no interest rate is specified, for each day, including Saturdays, Sundays and holidays, from the past due date until the date of receipt by the Department. For purposes of this Paragraph, date of receipt of

payment shall be the date of physical receipt of payment by the Department if hand-delivered or mailed, or date of transfer to the Department's bank, if electronic funds transfer is used.

16. It is hereby agreed that a legally accurate meter shall register not greater than 102% of actual consumption and not less than 98% of actual consumption. If a meter is determined by certified test not to be legally accurate, the meter shall be recalibrated at the COUNTY'S expense. Bills for the period following the prior meter accuracy check shall be adjusted to reflect the percentage of inaccuracy. In calculating such billing adjustment it will be assumed that the meter inaccuracy existed for the entire time interval between meter accuracy checks. The billing adjustment shall be made at the same rate established herein, but the volume used in the billing calculations shall be adjusted as described above. Either the COUNTY or the CITY may check the accuracy of the meters at a time mutually agreeable to the CITY and the COUNTY but not more often than once every three months unless there is a disagreement between the parties hereto regarding such accuracy. If the CITY requests such a check and the meter is found to be legally accurate, the cost of the meter check shall be borne by the CITY. Otherwise, the cost of the meter check shall be borne by the COUNTY.

17. In the event of complete or partial failure of the meter to register the CITY's sewage disposal flow, the COUNTY may determine the estimated sewage disposal flow based on the most recent twelve (12) full months of sewage disposal measured by the meter when it was operating properly or another method determined by the Department.

18. The COUNTY hereby grants the CITY the right to audit all Department records related to the computation of the wholesale sanitary sewage rates for each fiscal year. Upon written notice, the COUNTY shall make available for the CITY said records at the offices of the Department on an annual basis. In the event that such audit indicates any discrepancy between the rates used by the COUNTY in computing the monthly service charges to the CITY and those rates determined as a result of the audit, and following the COUNTY'S acceptance of the audit findings, the COUNTY shall make an adjustment, for that fiscal year, in the service charges previously paid by the CITY. The audit must be completed on or before the end of each fiscal year for which the rates apply. Adjustments shall be made for prior fiscal years in accordance with Section 95.11, Florida Statutes.

19. In consideration of good and valuable consideration received from the COUNTY and in consideration of the covenants in this Contract, the CITY, to the extent permitted by law, agrees to indemnify and save harmless forever, the COUNTY, its officers, agents and employees from all claims, liability, actions, loss, cost and expense, including attorney's fees, which may be sustained by the COUNTY, its officers, agents, and employees due to, caused by, or arising from the negligence of the CITY, its officers, employees and agents in connection with the performance of this Contract. The CITY agrees to defend against any claims brought or actions filed against the COUNTY, its officers, agents and employees in connection with the subject of the indemnities contained herein.

20. In consideration of good and valuable consideration received from the CITY and in consideration of the covenants in this Contract, the COUNTY, to the extent permitted by law, agrees to indemnify and save harmless forever, the CITY, its officers, agents and employees from all claims, liability, actions, loss, cost and expense, including attorney's fees, which may be sustained by the CITY, its officers, agents, and employees due to, caused by, or arising from the negligence of the COUNTY, its officers, employees and agents in connection with the performance of this Contract. The COUNTY agrees to defend against any claims brought or actions filed against the CITY, its officers, agents and employees in connection with the subject of the indemnities contained herein.

21. Notwithstanding the above, nothing shall create any liability of the COUNTY or the CITY beyond the scope of Section 768.28, Florida Statutes, as currently in effect or as lawfully amended in the future.

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22. Any cessation of sanitary sewage disposal or other service interruptions and any consequences caused by force majeure, inevitable accident or occurrence or cause beyond the reasonable control of the COUNTY, shall not constitute a breach of this Contract on the part of the COUNTY, and the COUNTY shall not be liable to the CITY or its inhabitants or customers for any damage resulting from such cessation or interruption of sewage disposal service. As used herein, force majeure shall mean an act of God, which includes but is not limited to: sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the COUNTY and shall include but not be limited to: strikes; lockouts; other industrial disturbances; wars; blockages; acts of terrorism; insurrections; riots; federal, state, county and local governmental restrictions, regulations and restraints; military action; civil disturbances; explosions; and conditions in federal, state, county and local permits.

23. The CITY agrees that if any waters or waste are discharged by the CITY, either directly or by one of the CITY'S customers, into the COUNTY'S wastewater system that are prohibited by this Contract or that contain substances or possess characteristics contrary to the requirements of COUNTY'S rules and regulations or is in violation of any local, state or federal law or regulation, or which otherwise creates a hazard to health or property, or constitutes a public nuisance, the COUNTY may upon reasonable notice to the CITY:

- (A) Terminate this Contract;
- (B) Require pretreatment to any acceptable condition as determined by the local, state or federal agency prior to discharge into the COUNTY'S Wastewater System;
- (C) Require control over the quantities and rates of discharge; and/or
- (D) Require payment to cover the cost of handling and treating such waste, including any applicable fines or penalties as provided under the COUNTY'S rules and regulations or state or federal law as the same may be amended from time to time.

24. The CITY shall comply with the terms of Section 32-83 of the Miami-Dade County Code regarding peak flow in as expeditious manner as possible. The CITY shall take all steps necessary to ensure that peak flows conveyed to the COUNTY do not exceed the peak flow limit established for the CITY'S sewer system. In addition to any remedy provided by law or provided elsewhere in this Contract, in the event that the CITY does not comply with the terms of Section 32-83 of the Miami-Dade County Code, or does not ensure that peak flows are within the peak flow limit, the CITY shall be in default of this Contract, and the COUNTY may, upon reasonable notice, terminate this Contract.

25. This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

26. All notices required pursuant to this Contract shall be properly given if mailed by United States registered or certified mail addressed to the party to which notice is given at the following respective addresses:

Miami-Dade County
c/o Director
Miami-Dade Water and Sewer Department
3071 S.W. 38th Avenue
Miami, Florida 33146

City Of Homestead
c/o City Manager

790 N. Homestead Boulevard
Homestead, Florida 33030

27. This Contract shall be and remain in full force and effect for a period of twenty (20) years from the effective date of this Contract, provided, however, that this Contract may be terminated at any time by mutual consent and agreement of the parties hereto. In the event the parties desire to terminate the Contract, the CITY shall continue to reimburse the COUNTY for the remaining balance of the cost of the improvements to Pump Station No. 691 by equal monthly payments in accordance with the payment provisions set forth in Section 2 of this Contract. The CITY agrees that it will notify the COUNTY in writing no later than six (6) months prior to the expiration of this Contract if it intends to request negotiation of an additional Contract term.

28. No rights pursuant to this Contract shall be assignable by the CITY unless the COUNTY agrees in writing.

29. This Contract contains the entire agreement of the parties with respect to the subject matter and replaces and supersedes all prior contracts or understandings, oral or written, with respect to such subject matter, and such contracts or understandings are now void and no longer in effect. No amendment, alteration, change, or modification of the terms of this Contract shall be valid unless made in writing, signed by all parties hereto, and approved by the COUNTY.

30. If any Section of this Contract is found to be null and void, the other Sections shall remain in full force and effect.

(The rest of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, all as of the day and year written above.

ATTEST:

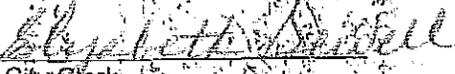
MIAMI-DADE COUNTY

By: _____
Deputy Clerk

By: _____
County Mayor

ATTEST:

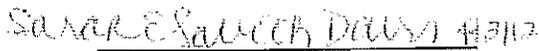
THE CITY OF HOMESTEAD

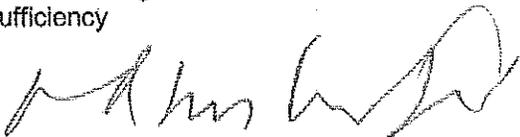
By: 
City Clerk

By: 
City Manager

Approved as to legal form
and sufficiency

Approved as to legal form
and sufficiency


Assistant County Attorney


City Attorney for the City of Homestead