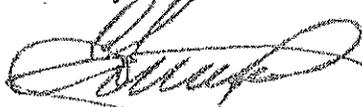


Date: February 5, 2013

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

Agenda Item No. 8(0)(3)

From: Carlos A. Gimenez
Mayor



Subject: Amendment Number Two to the Contract between the County and the City of North Miami Beach for Water Service to the City, and Sanitary Sewer Billing Services by the City for the Miami-Dade Water and Sewer Department

Resolution No. R-94-13

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve Amendment Number Two to the existing contract between Miami-Dade County and the City of North Miami Beach for water service to the City, and sanitary sewer billing services by the City for the Miami-Dade Water and Sewer Department (WASD).

The City of North Miami Beach provides sewer billing services for WASD because WASD operates a sewer system inside a portion of the City's water service area, as such, WASD does not own the water meters (inside the City's water service area) which determine the sewer service charges. Amendment Number Two extends the provisions of sewer billing services for a period of three years with two, three-year options to renew. All other terms of the contract remain the same.

SCOPE OF AGENDA ITEM

The item impacts City of North Miami Beach's water service customers and WASD's sewer service customers in Commission Districts 1, 2 and 4.

FISCAL IMPACT/FUNDING SOURCE

There is a fiscal impact to the County. The City of North Miami Beach deducts the cost of the sewer billing services it provides for WASD from the sewer revenue collected by the City. The current cost charged to WASD is \$8.14 per bill and it is adjusted annually according to the Consumer Price Index. The total revenue deducted for the sewer billing service last fiscal year was \$164,769.63.

TRACK RECORD/MONITOR

WASD's Assistant Director of Finance will monitor this contract.

BACKGROUND

On March 19, 2001, Miami-Dade County and the City of North Miami Beach entered into a contract providing for water service to the City by the County, and billing services for sanitary sewer service by the City on behalf of WASD. On September 29, 2004, the County and the City of North Miami Beach entered into Amendment Number One to the Contract providing for a \$400,000 credit to the City for water improvements to be completed in the City.

Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners
Page 2

Amendment Number Two, provides for the City of North Miami Beach to continue the billing service for WASD for an initial period of three years, with two three-year options. The City of North Miami Beach approved this Amendment on September 4, 2012, via Resolution No. R-2012-69.

All other terms of the Contract remain the same.



Alpha T. Hudak
Deputy Mayor



MEMORANDUM
(Revised)

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

DATE: February 5, 2013

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

SUBJECT: Agenda Item No. 8(0)(3)

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

Agenda Item No. 8(0)(3)

Veto _____

2-5-13

Override _____

RESOLUTION NO. R-94-13

RESOLUTION APPROVING AMENDMENT NUMBER TWO TO THE CONTRACT WITH THE CITY OF NORTH MIAMI BEACH PROVIDING FOR WATER SERVICE AND BILLING SERVICES FOR SANITARY SEWER SERVICE CHARGES; AND AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE SAME AND 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 Amendment Number Two to the contract with the City of North Miami Beach providing for water service to the City and providing billing services for sanitary sewer service charges for Miami-Dade County Water and Sewer Department by the City, in substantially the form attached hereto and made a part hereof; and authorizing 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 José "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa and upon being put to a vote, the vote was as follows:

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

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

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "H. N. Gillman", written over a horizontal line.

Henry N. Gillman

AMENDMENT NUMBER TWO
TO CONTRACT BETWEEN
MIAMI-DADE COUNTY AND
CITY OF NORTH MIAMI BEACH, FLORIDA
PROVIDING FOR WATER SERVICE AND
BILLING SERVICES FOR SANITARY SEWER SERVICE CHARGES

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

WITNESSETH:

WHEREAS, on March 19, 2001, the COUNTY and the CITY entered into an agreement for the provision of water service for a thirty (30) year term effective March 19, 2001, and the provision of billing of sanitary sewer service charges by the CITY for the COUNTY for a period of ten (10) years effective October 1, 2001, and

WHEREAS, on September 29, 2004, the COUNTY and the CITY entered into Amendment Number One to the agreement which provided for a \$400,000 credit to the CITY by the COUNTY for water improvements to be completed within the CITY, and

WHEREAS, the COUNTY, through its Miami-Dade Water and Sewer Department (the "Department"), operates the sanitary sewage system within a portion of the CITY'S water service area; and

WHEREAS, the CITY has been administering the billing and collection of the sanitary sewage charge for the COUNTY'S sanitary sewage service customers within a portion of the CITY'S water service area; and

WHEREAS, the COUNTY desires the CITY to continue to administer the billing and collection of the sanitary sewage service charges on behalf of the COUNTY, and

WHEREAS, the CITY has agreed to continue to administer the billing and collection of the sanitary sewage service charges on behalf of the COUNTY,

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

1. Section 1.k. of the Agreement is hereby modified to read as follows:

CITY'S RESPONSIBILITY: The CITY agrees to apply sanitary sewer service charges in accordance with schedules submitted by the COUNTY to the CITY, to the COUNTY'S customers who are provided water service by the CITY and to collect said sanitary sewer charges on the CITY'S monthly or quarterly bills. The CITY agrees to bill the water and sanitary sewer charges on a single bill, each charge to be shown separately. The CITY shall not render

bills to submetered or other special need customers. Effective October 1, 2011, the CITY shall deduct and retain for its billing services seven dollars and sixty-eight cents (\$7.68) for each bill rendered which shall be adjusted annually by the Consumers Price Index (CPI), as measured by the Bureau of Labor Statistics All Urban Consumers for the preceding twelve (12) month period ending September 30 of each year. The CITY agrees to maintain adequate accounting systems and records to properly reflect the sanitary sewer service charges collected by the CITY for the COUNTY.

In addition, such special charges as lien costs or other costs not fully recovered from customers shall annually be deducted by the CITY from payments to the COUNTY. The CITY further agrees to remit such collections, less the seven dollars and sixty-eight cents (\$7.68) per bill charge, to the COUNTY within thirty (30) days of receipt of such billings. The CITY shall collect from the COUNTY's customers a deposit to insure the payment of the monthly or quarterly bills. The deposits shall be in accordance with the CITY's approved schedule and shall be held by the CITY. When applied to past due bills, all deposits shall be applied equally. Sewer deposits applied to customer accounts shall constitute cash collections and shall be remitted to the COUNTY. The CITY shall collect and remit to the COUNTY's Permitting, Environment and Regulatory Affairs Department the appropriate utility service charges for all of the COUNTY's sanitary sewer customers billed by the CITY.

The COUNTY agrees to defend, at its expense, all claims and lawsuits which are filed against the CITY as the result of collection procedures including the disconnection of any premises from the CITY's water system for the nonpayment of all or part of the sanitary sewer bill and shall indemnify and save the CITY harmless from any claims or judgments which may be entered against the CITY as the result of such collection procedures or disconnection.

The terms of Section 1.k. of this Agreement shall remain in full force and effect for an initial period of three (3) years after its date of execution with two (2) three-year options to renew this Section with the same terms. The options to renew this Section of the Agreement must be initiated by written request from the Department's Director and mutually agreed upon by the City Manager at least six (6) months prior to the expiration of this Section. Notwithstanding the above, either party may terminate this Section of the Agreement upon providing six (6) months written notice of termination to the other party.

2. Section 7 of the Agreement is hereby modified to read as follows:

NOTICES: Whenever written notice to the CITY is required, it shall be sent by Certified Mail, Return Receipt Requested, to:

North Miami Beach City Hall
17011 N.E. 19th Avenue, 4th Floor
North Miami Beach, Florida, 33162-3100
(Attention: City Manager)

Whenever written notice to the COUNTY is required, it shall be sent by Certified Mail, Return Receipt Requested to:
Miami-Dade County
Miami-Dade Water and Sewer Department

North Miami Beach
Amendment No. Two
02/24/2012

3071 S. W. 38th Avenue
Miami, Florida 33146
(Attention: Assistant Director-Finance)

3. All terms and conditions of the Agreement not specifically modified by this Amendment shall remain in full force and effect.

WITNESS WHEREOF, the parties hereto have executed these presents on the day and date first written above.

MIAMI-DADE COUNTY

ATTEST:

BY: _____
Deputy Clerk

BY: _____
County Mayor

THE CITY OF NORTH MIAMI BEACH

ATTEST:

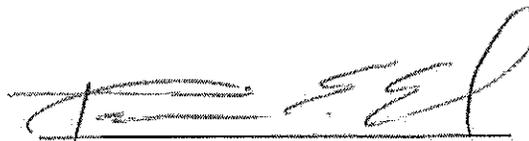
By: 
City Clerk

By: 
City Manager

Approved as to form and legal
sufficiency:


Assistant County Attorney

Approved as to form and legal
sufficiency:


City Attorney of the
City of North Miami Beach, Florida