OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: September 17, 2013

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

From: Carlos A. Gimenez
Mayor

Agenda Item No. 8(O)(9)

Resolution No. R-752-13

Subject:: Resolution approving a contract between the City of North Miami Beach and Miami-Dade County for the provision of wholesale sewage disposal service

This fiscal impact statement of this agenda item was amended at the August 27, 2013 Infrastructure and Capital Improvements Committee meeting as follows:

The sewage disposal revenue from the City of North Miami Beach to the County in Fiscal Year 2011-12 was $1,447,585.86 not $1,437,016.69. Sewage disposal revenue from all wholesale sewage disposal customers to the County in Fiscal Year 2011-12 was $47,380,000.00 not $49,288,120.74.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution executing a contract between the City of North Miami Beach and Miami-Dade County for the provision of wholesale sewage disposal service by the Miami-Dade Water and Sewer Department (WASD) for a twenty-year (20) contract period.

SCOPE

The agenda item impacts the City of North Miami Beach within Commission Districts 1, 2, and 4, Commissioners Jordan, Monestime and Heyman, respectively.

FISCAL IMPACT/FUNDING SOURCE

The City of North Miami Beach shall pay a monthly charge based on a uniform rate for the County's volume customers calculated each fiscal year based on projections from the prior fiscal year. The sewage disposal revenue from the City of North Miami Beach to the County in Fiscal Year 2011-12 was $1,447,585.86. Sewage disposal revenue from all wholesale sewage disposal customers to the County in Fiscal Year 2011-12 was $47,380,000.00.

TRACK RECORD/MONITOR

WASD's Assistant Director of Finance, Frances G. Morris, will monitor this contract.

BACKGROUND

On December 28, 1982, the City and the Miami-Dade Water and Sewer Authority entered into a contract for the provision of wholesale sewage disposal service for a thirty (30) year term. The County is the successor to the Authority. The County's sewage disposal service is operated and maintained by WASD.

Per the terms of the attached agreement, the City of North Miami Beach and the County agree that the County will continue to provide wholesale sewage disposal service to the City. The County shall own

and operate all sanitary sewage facilities up to and including the meters and the City of North Miami Beach shall own and operate all sanitary sewage facilities on the City's side of the meter connections. Furthermore, the City of North Miami Beach shall operate and maintain its sanitary sewage facilities in accordance with all state, federal and local laws.

This new contract provides for thirteen (13) points of connection and allows future points of connection by mutual agreement of the City of North Miami Beach and the County at the City's expense. All wastewater discharged into the City's system shall conform to all legal requirements which may require pretreatment of the City's retail customer wastewater discharge. The City of North Miami Beach shall not provide retail sewer service until the County's connection charges are paid.

WASD provides similar service to the municipalities of Coral Gables, Florida City, Hialeah, Hialeah Gardens, Medley, Miami Beach, North Miami, Opa-locka, West Miami and North Bay Village. The contract shall be in effect for a period of twenty (20) years and may be terminated at any time by mutual consent by the County and the City of North Miami Beach.

The attached agreement was approved by the City of North Miami Beach City Council on April 16, 2013 per Resolution No. R-2013-22.

Alina T. Hudak
Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: September 17, 2013

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

SUBJECT: Agenda Item No. 8(O)(9)

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(O)(9)
9-17-13

RESOLUTION NO. R-752-13

RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY PROVIDING FOR WHOLESALE SEWAGE DISPOSAL SERVICE; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE 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 a contract between the City of North Miami Beach and Miami-Dade County providing for wholesale sewage disposal service, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County, Florida.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of September, 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. SED

Sarah E. Davis

CONTRACT
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF NORTH MIAMI BEACH
PROVIDING FOR SEWAGE DISPOSAL SERVICE

THIS CONTRACT, made and entered into this _____ day of _____, 2013 (the "Effective Date"), by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter designated 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 designated as the "CITY" (hereinafter, the "Contract");

W I T N E S S E T H:

WHEREAS, on December 28, 1982, the Miami-Dade Water and Sewer Authority (Authority) entered into a contract with the CITY to provide sewage disposal services (the "Agreement"); and

WHEREAS, the COUNTY is legal successor in interest to the Authority and has assumed all rights, duties and obligations of the Authority; and

WHEREAS, on February 16, 1988, the COUNTY and the CITY entered into Addendum Number One via Resolution R-180-88 to the Agreement providing for additional points of connection to the COUNTY's sewage system; and

WHEREAS, on July 9, 1991, the COUNTY and the CITY entered into Addendum Number Two to the Agreement via Resolution R-757-91 providing for additional points of connection to the COUNTY's sewage system; and

WHEREAS, on May 22, 2000, the COUNTY and the CITY entered into Addendum Number Three to the Agreement via Resolution R-469-00 providing for additional points of connection to the COUNTY's sewage system; and

WHEREAS, the COUNTY and CITY desire to enter into this Contract so that the COUNTY can continue to render sewage disposal service to the CITY; 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 CITY acknowledges that the responsibility of the COUNTY to provide sewage disposal services under this Contract shall be limited to the CITY's existing flow. The COUNTY shall provide sewage disposal service to the extent capacity is available, to

the CITY by allowing the connection of the CITY's sewage collection systems to the COUNTY's sewage transmission facilities at the following points of connection:

a. N.W. 179th Street & 32nd Avenue
b. N.W. 199th Street/27th Avenue
c. N.W. 155th Terrace/16th Street
d. N.W. 202nd Terrace/12th Avenue
e. N.W. 196th Street/ 9th Avenue
f. 18950 N.E. 6th Avenue
g. 15111 N.E. Biscayne Blvd.
h. N.E. 18th Avenue/159th Street
i. N.E. 17th Avenue/162nd Court
j. N.E. 172nd Street & Biscayne Blvd. (flow based on three water meters)
k. NW 2nd Ave, Snake Creek Canal
l. 16295 Biscayne Blvd
m. 55 NW 199 Street

Additional points of connection may be established at such times and places as shall be mutually agreed upon by the Director of the Department and the CITY. The CITY shall bear the entire cost and expense of establishing each such additional point of connection, obtaining such easements as may be needed and furnishing all necessary labor and materials required to connect with the COUNTY's force mains or gravity interceptors, all in accordance with plans and specifications to be approved by the COUNTY, which approval shall not be unreasonably withheld or delayed. The CITY will supply and install meter(s) and transfer ownership of the facilities to the COUNTY. The CITY shall convey to the COUNTY, by appropriate Bill of Sale, as shown on Exhibit "A" attached hereto, and Grants of Easements, all of the CITY's right, title and interest in and to the tees or crosses in the feeder mains; meters; meter vaults and all piping; valves and appurtenances between and including the aforesaid tees or crosses; and the valve immediately on the discharge side of the meters. The COUNTY shall thenceforth own, control, operate and maintain such facilities. Readings of each meter at all points of delivery shall be taken by the COUNTY on or about the 28th day of each month and shall be used for monthly billing purposes under the provisions of Section 12 below.

2. The operation and maintenance of all facilities on the CITY's side of the master meter connections shall be the sole responsibility of the CITY, except as otherwise provided herein. 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 sewer service outside of its existing CITY limits and, as its service area is expanded, said sewer service areas shall be included within the terms and conditions of this Contract.

3. The CITY hereby acknowledges and agrees that any right to connect the CITY to the COUNTY's sewage system is subject to the terms, covenants and conditions set forth in the following agreements and orders as currently in effect or as amended: Settlement Agreement between the State of Florida Department of Environmental Protection, hereinafter designated as the "DEP", and the COUNTY dated July 27, 1993; the First Amendment to the Settlement Agreement 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 case of United States of America Environmental Protection Agency (EPA) vs. Metropolitan Dade County (Case Number 93-1109 CIV-Moreno); the Consent Order between DEP and the COUNTY filed on April 29, 2004; and 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.

4. The CITY agrees and warrants that its sewage collection and transmission system and any extension thereof shall be operated and maintained in accordance with the requirements of all applicable federal, state and county laws, rules, regulations and permit conditions. The operation and maintenance of all facilities on the CITY's side of the force main shall be the sole responsibility of the CITY.

5. The CITY, at its sole cost and expense, shall operate and maintain in a diligent manner all CITY structures, force mains, pumps, equipment and other facilities required for the collection of sewage and transmission to the points of connection with the COUNTY's facilities, but excluding the master meter installations.

6. The COUNTY reserves the right to inspect the CITY's collection and transmission system and take samples of the sewage composition 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.

7. 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 or in any way responsible for any costs, claims or losses incurred by the CITY as a result of actions by such regulatory bodies.

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

9. The CITY recognizes that the COUNTY's standards for sewage disposal service are subject to future modifications as a result of future county, 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 federal laws, standards, rules, regulations, permit conditions and other requirements related to sewage disposal service.

10. The wastewater from all retail customers of the CITY discharged into the CITY's sewer system shall conform to the requirements of all applicable local, state and federal regulatory agencies pertaining to wastewater discharges. For a retail customer of the CITY, prior to construction, the CITY shall cause the retail customer to submit plans and specifications for the proposed design of the facilities to the COUNTY, which shall be subject to the COUNTY's approval. For retail customers located outside the CITY's municipal boundaries the CITY shall ascertain that any pretreatment facilities have been approved and accepted by the COUNTY prior to providing sewer service to non-residential land users.

11. In accordance with the provisions of County Ordinance No. 89-95, as amended, the CITY shall not render sewer service to any new retail user until the COUNTY's connection charges are paid to the COUNTY by the CITY's retail customer and proof of payment is provided to the CITY. Said connection charges shall be due prior to the issuance of a building permit. In the event that the CITY provides water or sewer service, or both, to any new retail user without first ensuring that the COUNTY's connection charges are paid, 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.

12. 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 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 wastewater 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 the COUNTY's 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.

13. No costs associated with storm sewer systems or local collection systems shall be included in the computation of said charge. However, the COUNTY reserves the right to revise or modify the service rate and method of calculation included in Section 12 from time to time as may be approved by the Board of County Commissioners in accordance with applicable law, and the CITY agrees to be bound thereby. 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 in the future such charges or rate structures, including but not limited to peak flow surcharges, as it deems necessary to recover fairly its costs for any needed infrastructure improvements and the CITY agrees to be bound by the rates related to peak flow surcharges when approved by the Board of County Commissioners. The CITY further recognizes and agrees that the COUNTY's right to revise or modify the

rate or methods of calculation under this section is not limited solely to revisions or modifications allowing the COUNTY to recover costs for infrastructure improvements.

14. Billings for services provided in accordance with this Contract shall be rendered monthly. Invoices will be mailed by the 10th 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. In addition, per annum interest shall accrue on the past due charges including 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 of payment by the Department. For purposes of this Section, date of receipt of payment shall be the date of physical receipt of the payment by the Department if hand-delivered or mailed, or date of transfer to the Department's bank, if electronic funds transfer is used,

15. It is hereby agreed that all meters shall be checked for proper calibration at a minimum of once a year. 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 standard calibration procedures 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 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.

16. The COUNTY hereby grants the CITY the right to audit all Department records related to the computation of the wholesale sewage disposal rates for each fiscal year. Upon written notice, the COUNTY shall make available to 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 service charges previously paid by the CITY. Said audit must be completed on or before the end of each fiscal year for which the rates apply. Adjustments shall not be made for prior fiscal years.

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. The COUNTY shall replace a defective meter if it is determined that the meter cannot be legally calibrated as set forth in Section 15 above.

18. 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, liabilities, actions, losses, costs and expenses, 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.

19. 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, liabilities, actions, losses, costs and expenses, 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.

20. Notwithstanding the provisions of sections 18 and 19 above, nothing herein 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.

21. Any cessation of 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. 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; blockades; 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.

22. The CITY agrees that if any waters or waste are discharged by the CITY, either directly or by one of the CITY's retail customers, into the COUNTY's wastewater

system which are prohibited by this Contract or which contain substances or possess characteristics contrary to the requirements of the COUNTY's rules and regulations or is in violation of any local, state or federal law or regulation, or which otherwise create a hazard to health or property, or constitute 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.

23. The CITY shall comply with the terms of Section 32-83 of the Miami-Dade County Code regarding peak flow in as expeditious a 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.

24. The CITY agrees to cooperate with the COUNTY in the permitting process and/or any other assistance needed for the COUNTY to obtain approval to perform work on the COUNTY's water and sanitary sewage infrastructure within the CITY's jurisdiction, (the "WORK"). The CITY shall not take any action to hinder, interfere or delay the WORK. The CITY shall provide any necessary easements or other legal documents required by the COUNTY for performance of the WORK without additional expense to the COUNTY. The CITY shall not charge any monies or impose any special conditions on the COUNTY to perform the WORK.

25. This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any court proceeding shall be in Miami-Dade County, Florida. 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
Director
Miami-Dade Water and Sewer Department
3071 S.W. 38th Avenue
Miami, Florida 33146

City of North Miami Beach
City Manager
17011 NE 19th Avenue
North Miami Beach, FL 33162

26. 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. 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 negotiations of an additional Contract term.

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

28. 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 and the CITY.

29. This Contract contains the entire agreement between the COUNTY and the CITY 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.

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

(this page was 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:
HARVEY RUVIN
CLERK OF THE BOARD

By: _____
Deputy Clerk

MIAMI-DADE COUNTY
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
County Mayor

ATTEST:

By: _____
City Clerk

THE CITY OF NORTH MIAMI BEACH

By: _____
City Manager

Approved as to legal form
and sufficiency

Assistant County Attorney

Approved as to legal form
and sufficiency

7/12/13

City Attorney

Exhibit "A"

ABSOLUTE BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the City of NORTH MIAMI BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, paid and delivered by Miami-Dade County, a political subdivision of the State of Florida, hereinafter called GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the GRANTEE, its successors and assigns, that portion of the GRANTOR's sewage facilities installed to provide an additional point of connection located at _____Street/Avenue in Miami-Dade County.

The GRANTOR hereby assigns and transfers to the GRANTEE all of its rights, title and interest to the following:

a. Any and all rights, licenses and permits from the Department of the Army Corps of Engineers and State of Florida, Department of Environmental Regulation issued to the CITY in connection with the construction of the sewage facilities.

b. Any and all other rights, interest, easements, licenses and permits issued or granted by any other governmental authority, person, firm or corporation in connection with the sewage facilities conveyed to the GRANTEE hereunder.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assigns forever. GRANTOR does covenant to and with the GRANTEE, its successors and assigns, that GRANTOR is the lawful owner of the above described; that said property is free from all encumbrances; that GRANTOR has good right to sell the same aforesaid; that GRANTOR will warrant and defend the sale of the said property unto the GRANTEE, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this _____ day of _____, 2013.

ATTEST:	CITY OF NORTH MIAMI BEACH
_____	_____
City Clerk	City Manager