

MEMORANDUM

Agenda Item No. 8(M)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 8, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the
Memorandum of Understanding
between Miami-Dade County
and the City of Sweetwater for
the provision of waste hauler
services for residential customers
beginning fiscal year 2022;
authorizing the County Mayor to
negotiate and execute the
Memorandum of Understanding;
and authorizing the County
Mayor to exercise all other rights
contained therein

Resolution No. R-658-21

The accompanying resolution was prepared by the Solid Waste Management Department and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.


Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: July 8, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving the Memorandum of Understanding Between Miami-Dade County and the City of Sweetwater for the Provision of Waste Hauler Services

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the Memorandum of Understanding (“MOU”), attached as Exhibit “1” between Miami-Dade County (the “County”) and the City of Sweetwater (the “City”) for County provision of residential waste collection services.

Scope

The item will impact the City of Sweetwater, located in Honorable Chairman Jose “Pepe” Diaz’ District.

Fiscal Impact/Funding Source

The residents of the City of Sweetwater will pay the County’s current annual household waste collection fee of \$484.00, subject to annual adjustment during the County’s budget development process. This fee covers the cost of residential waste collection services.

Track Record/Monitor

This agreement will be managed by Michael J. Fernandez, Director, Department of Solid Waste Management.

Delegated Authority

The Board authorizes the County Mayor or County Mayor’s designee to negotiate and execute the MOU, and exercise all other rights contained therein.

Background

The Department of Solid Waste Management (“DSWM”) provides residential waste and recycling collection services to approximately 354,000 household units in Miami-Dade County. The solid waste collection service area includes Unincorporated Miami-Dade County, the municipalities of Aventura, Cutler Bay, Doral, Miami Gardens, Miami Lakes, Palmetto Bay, Opa-locka, Pinecrest, Sunny Isles Beach, and nine municipalities that are serviced through interlocal agreements.

In 2020, the City advised the County that they no longer wish to renew its current agreement with Waste Pro who currently provides month-to-month residential waste services to its 2,900 solid waste collection customers. At a subsequent meeting, the City informed the County that they could not provide the services themselves and would like to acquire waste collection services from the County, which provided waste disposal services to the City. On April 14, 2021, the City Commission of the

City of Sweetwater approved an interlocal agreement attached as Exhibit “2” to provide residential waste collection services to its residents through DSWM.

The attached MOU provides a ten (10) year agreement with the City and shall automatically renew thereafter for up to two additional 5-year terms, not to exceed twenty (20) years. The MOU provides the same level of service currently offered to other residents in the Waste Collection Service Area (“WCSA”). The County offers the following waste collection services:

1. Twice per week curbside garbage collection service to residential customers.
2. One new 96-gallon green waste cart and one new 65-gallon blue recycling cart, based on living units charged for waste collection service.
3. Two (2) scheduled bulky waste pickup of up to twenty-five (25) cubic yards per request or a single combined pickup of 50 cubic yards per year; and additional bulky waste collection service is available for a charge to each residential customer.
4. Unlimited use of the County’s Trash and Recycling Centers (“TRCs”), for drop-off of household-generated bulky waste, including tires, mattresses, and e-waste. The TRC closest to the City is Snapper Creek, located at 2200 SW 117th Avenue, Miami, Florida, 33165 (open seven (7) days per week – 7:00 am to 5:30 pm).
5. Unlimited use of Home Chemical Collection Centers (“HCCCs”) for drop-off of household-generated chemicals and e-waste. The HCCC nearest location is 8831 Northwest 58th Street, Doral, Florida, 33178 (open Wednesday through Sunday – 9:00 am to 5:00 pm).
6. Once every two (2) weeks curbside recycling to residential customers.

Upon the execution of the MOU, the City will become the tenth municipality to enter the WCSA network provided by the County, and it will begin receiving waste hauler services at the start of the fiscal year 2022.

Upon approval of the MOU, the DSWM will require a waste cart contract modification for Contract No. RFP-00254 to purchase the waste and recycle carts needed in order to begin service to the City. This modification is within the scope of the competitively established contract and will be handled under the Mayor’s delegated authority.



Jimmy Morales
Chief Operations Officer

EXHIBIT "1"

INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CITIES FOR WASTE COLLECTION SERVICES

This Interlocal Agreement (the "Agreement") dated this _____ day of _____, 2021 is between Miami-Dade County (the "County") and the City of Sweetwater (the "City") for County provision of residential waste collection services.

WHEREAS, the City has informed the County that it no longer has a residential waste hauler to provide services or does not wish to renew its current agreement with a residential waste hauler, that the City is unable or unwilling to provide such services itself, and that the City is therefore currently in need of residential waste collection services from the County; and

WHEREAS, there are currently Approx. 2,900 solid waste residential customers in the City in need of waste collection services ("City customers"); and

WHEREAS, at the City's request and to safeguard public health, the County has agreed to provide waste hauler services to the City, through the Department of Solid Waste Management ("DSWM") or its successor department, under the terms listed below.

The Agreement shall include the following material terms:

1. Term: The initial term of this Agreement shall be ten (10) years and shall automatically renew thereafter for up to two additional 5-year terms, not to exceed twenty (20) years in total. It is provided, however, that the County, at its sole discretion, may opt not to renew this Agreement at the end of the initial ten (10) year term, or at the end of fifteen (15) years, by submitting a letter from the County Mayor or designee (i.e., Director of DSWM) to the City prior to the commencement of the final fiscal year of service. For example, the County may advise the City, in writing, no later than September 30, 2029, if the final day of service will be September 30, 2030. Such notice provides the City time to obtain alternate service, the County and the City to update agreements with the Property Appraiser and Tax Collector and adjust their respective tax rolls for the following fiscal year, as necessary.
2. Services: The City will become part of the County's Waste Collection Service Area ("WCSA"). City customers will receive all the same County services provided to all other County customers within the County's WCSA. These services currently include, but are not limited to, the following, which may be subject to change at any time at the sole discretion of the County:
 - a) Residential Curbside Garbage Collection: The County currently provides residential customers in the County's WCSA with twice per week curbside garbage collection service.

- b) Carts: The County currently provides one new 96-gallon green waste cart and one new 65-gallon blue recycling cart to each residential customer, based on living units charged for waste collection service. A welcome letter will accompany the carts to explain the County's services.
- c) Bulky Waste: The County currently provides each residential customer in the County's WCSA with two (2) scheduled bulky waste pickups per calendar year. Each pickup can measure up to twenty-five (25) cubic yards, for a total of fifty (50) cubic yards per calendar year. Alternatively, a resident may request one single combined pickup of up to fifty (50) cubic yards per calendar year. Additional bulky waste collection pickups, or services in addition to the fifty (50) cubic yards, are currently available for a charge to each residential customer.
- d) Trash and Recycling Centers ("TRCs"): The County will provide unlimited use of TRCs for drop-off of household trash, tree, and yard cuttings. The TRC closest to the City is Snapper Creek located at 2200 SW 117th Avenue, Miami, Florida 33165. All TRCs are currently open seven (7) days per week, 7:00 am to 5:30 pm.
- e) Recycling: The County currently provides residential customers in the County's WCSA with automated curbside collection of recyclable materials, once every two (2) weeks. Residents are responsible for proper preparation and placement of materials at the curb, on the specific day, in the manner specified by the County. Residents may call the County's 3-1-1 Answer Center to receive assistance and information regarding recycling services provided to them. Collection of recyclable materials will take place on a schedule consistent with the hours and days provided for the County's unincorporated municipal service area ("UMSA").
- f) Home Chemical Collection Centers: The County will provide residential customers unlimited use of Home Chemical Collection Centers for drop-off of household generated chemicals and e-waste. The nearest Home Chemical Collection Center location to the City is at the 58th Street facility located at 8831 Northwest 58th Street, Doral, Florida 33178, which is currently open from Wednesday through Sunday, 9:00 am to 5:00 pm.
- g) Customer Service: The County provides multiple avenues for information about and assistance with its services. Residential customers of the City can contact Miami-Dade County through the following, which may change from time to time.
 - 1. 3-1-1 Call Center: Simply dial 3-1-1 on your telephone.
 - 2. "3-1-1 Direct" Mobile Application: Download and install the 3-1-1 mobile application to request services on your mobile device.
 - 3. 3-1-1 Web page: <https://www.miamidade.gov/global/311.page>
 - 4. Solid Waste Mobile Application: Download and install the Department of Solid Waste Management's mobile application.
 - 5. DSWM: <https://www8.miamidade.gov/global/solidwaste/home.page>

3. Code Enforcement: Nothing herein shall be construed to mean that by entering into this Agreement that the County will refrain from enforcing any applicable provisions of the Code of Miami-Dade County (the "Code"), including, but not limited to, provisions of Chapter 15 of the Code pertaining to illegal dumping enforcement on public road rights-of-way.
4. County Fee: The current County annual waste collection fee for all the services listed in subsection 2 above is \$484.00 per year, per living unit (the "County Fee"). The County Fee is a non-ad valorem fee subject to adjustment by the Board of County Commissioners (the "Board"), which may occur during the annual budget development process. The full fee schedule for County waste collection services is contained in Implementing Order No. 4-68, currently available at: <http://www.miamidade.gov/aopdfdoc/aopdf/pdffiles/IO4-68.pdf>. The City understands and agrees that the County shall charge the County Fee on an annual basis to all City customers.
5. Payment
 - a) Fiscal Year 2020-21 (Oct 2020 – Sept 2021): Given that the tax roll, collection, and distribution of funds for the City of Sweetwater's non-ad valorem fees is effectively completed for FY 2020-21, the County will bill the City directly for any and all services provided in the current fiscal year. For the remainder of Fiscal Year ("FY") 2020-21, the City shall pay the County an initial fee, which shall be calculated by applying the County Fee to the estimated living units served by the County in the City, prorated based on the number of days remaining in the FY on the date County waste collection service begins. The amount will also include ramp-up costs in order to perform services pursuant to this Agreement, in an amount determined by the County in its sole discretion. The City shall pay the initial fee to the County within seven (7) calendar days of the execution of this Agreement by the City and County or the effective date of the Board resolution approving this Agreement, whichever is later (the "Effective Date"). The County and the City agree to adjust the fee within thirty (30) calendar days of the Effective Date based on the number of living units actually served, with each party agreeing to pay or reimburse the other, as appropriate, for amounts over or under collected within fourteen (14) calendar days of such reconciliation.
 - b) FY 2021-22 (Oct 1, 2021 – Sept 30, 2022): If the execution date of the Agreement fails to allow the City and the County sufficient time to accurately transfer the City's solid waste tax roll to the County through the Property Appraiser and Tax Collector for FY 2021-22, the City agrees to assess a waste fee on its residents to pay for the County's services hereunder, provided, however that the City agrees not to assess a waste fee on its residents in excess of the County Fee. The City acknowledges and agrees that waste fee payments received by the County Tax Collector from City residential waste customers for FY 2021-22 will be retained by the County as payment for its waste collection services. Should the City waste fee payment for FY 2021-22 be less than the County Fee, the City agrees to pay the

County the difference for all City customers, on or before December 31, 2021. The City agrees to cooperate with the County in any way necessary regarding this process, including amending its agreement with the County Property Appraiser and Tax Collector, if necessary.

- c) FY 2022-23 to Agreement Expiration: For FY 2022-23 through the Agreement's expiration, the County will use the unified method of collection, including all City customer folios in the County DSWM WCSA tax roll, and charge the County Fee directly to the City customers through the County Tax Collector. City customers will pay the same County Fee as all other WCSA customers. The County will not assess a waste fee on City residents in excess of the County Fee. Waste fee payments received by the County Tax Collector from City residential waste customers will be retained by the County as payment for its waste collection services.
6. Charging Fees: The City agrees that the County shall set rates, charge fees, and collect payment for all services provided to the City, its residents, and its commercial accounts. The DSWM shall not provide service without payment (i.e., "no free service").
- a) County Communication on Fees: The County acknowledges that all City property owners charged solid waste non-ad valorem fees as part of the WCSA, using the universal method of collection (i.e., Tax Collector), shall receive the same outreach materials, public services announcements, informational mailings, public noticing communications, and public hearing opportunities as property owners served by the County in other municipalities and UMSA. The County shall not use DSWM non-ad valorem fees to provide enhanced or dedicated communications to City property owners.
 - b) City Communication on Fees: The City agrees to use its own communication resources with its property owners to enhance any County communications, as the City may deem appropriate.
7. Removal and Disposal of Existing Carts: At the written direction of the City, the County will remove garbage carts and/or recycling carts remaining from the City's previous waste provider. The City agrees to assume liability of the carts and handle any disputes with the previous waste provider. The County will not assume or have any responsibility or liability to the City or any other third-party, with respect to any obligation or liability of the carts before, during and after removal and disposal. The City agrees to pay the County for the disposal of those carts at the current contract per ton rate as specified in Miami-Dade County Implementing Order No. 4-68, Schedule of All Service Levels and Fees for Miami-Dade County Solid Waste Services, currently at \$63.57 per ton in FY 2020-21. This rate is subject to change by the County. Upon completion of the removal and disposal of the remaining carts, the County will invoice the City within thirty (30) calendar days, and the City agrees to

pay the outstanding balance within thirty (30) calendar days of receipt of the County invoice.

8. Right of First Refusal: If at any time during the term of this Agreement, the City proposes to bid its commercial garbage collection services, the City shall grant the County the right of first refusal to provide commercial garbage collection services. The City shall notice the County of its intent to bid commercial garbage collection services and the County shall have sixty (60) calendar days to negotiate in good faith with the City on the City's proposed terms and conditions for providing such service. If the County fails to respond to the City's notification with such sixty (60) day period or if the County and the City are unable to agree on terms and conditions for providing the service within such sixty (60) day period, the City shall be free to accept such proposal from another party.
9. Disaster Debris: The County provides its disaster debris program to all WCSA customers whose debris complies with Federal Emergency Management Agency Category A reimbursement requirements. This program includes procurement of services, force account labor and equipment, monitoring of contractors, collection of debris, reduction of debris, disposal of debris, and full administration (i.e., documentation, grant management, and reimbursement). If the City wishes to participate in the County's disaster debris program, then the City acknowledges and agrees to the following:
 - a) Reserve for Local Share: The County has the right to implement a non-ad valorem fee on City customers, in order to build a cash reserve to cover the City's portion of administrative costs and local share not reimbursed by the Federal Emergency Management Agency.
 - b) Current Homeowner: Such a non-ad valorem fee will be assessed against all current City customers, regardless of when the damage from the disaster occurs.
 - c) Disaster Debris Termination: As a precondition of termination of the Agreement, the City agrees to pay the County all estimated administrative and local share costs related to any disaster debris work completed on behalf of the City that is pending federal and/or state reimbursement. Such an estimate will include credit for any reserved funds paid for by City homeowners. Upon completion of all emergency work and receipt of all reimbursements, the County will finalize actual administrative costs and local share proration for the City and either reimburse the City, within forty-five (45) calendar days, for any overpayment or invoice the City, within thirty (30) calendar days, for any outstanding balance. The City agrees to pay any outstanding balance within thirty (30) calendar days of receipt of the County invoice.
 - d) Push and Clear: The County's disaster debris program does not include clearance (push and clear) of City roads. Therefore, and notwithstanding the City's participation in the County's disaster debris program, the City will remain

responsible for clearance (push and clear) of City roads. Nothing herein shall obligate the County to push or clear debris that may be obstructing City roads or streets.

- e) Provision Survival: The City acknowledges that the terms of this section 10 (i.e., 10a – 10e) survive the termination of this Agreement.

- 10. Indemnification: The City shall indemnify and hold harmless the County and its elected officials, officers, employees, agents, and instrumentalities from any and all liability, losses, claims, or damages, including attorney's fees and costs, that the County may incur as a result of any claims, demands suits, or causes of action of any kind or nature arising out of, or related to, the performance of this Agreement by the County.

- 11. Termination

- a) Cause: Either party may terminate this Agreement for cause if the other party materially breaches this Agreement. The County or City must first provide notice to the other, detailing the breach and requesting it be cured within thirty (30) calendar days of the notice or, if the breach is such that it cannot be cured within thirty (30) calendar days, then requesting that the breaching party commence to cure such breach within the thirty (30) calendar day time period and diligently prosecute the cure of such breach within a reasonable amount of time. If the breach is not cured within such thirty (30) calendar day period or within such longer time that is reasonable in light of the nature of the breach, the non-breaching party may provide a thirty (30) calendar day notice of termination for cause. In all events, breaches relating to financial obligations shall be deemed curable within a thirty (30) calendar day period. In the event of such termination, the City shall remain responsible to compensate the County for all work performed by the County, including any reasonable costs incurred by the County in preparation for any of the work contemplated in the Agreement. Such costs may include, but not be limited to, vehicle acquisitions, leases, and rentals. The County will account for all services provided to the City and revenues received from the City and remit to the City any funds in excess of the expenses incurred by the County, to include startup costs, disaster debris services, collection services, disposal services, and other services as provided by this Agreement.

- b) Interlocal Agreement for Disposal: The City agrees to extend its interlocal agreement for disposal (the "Disposal Agreement") with the County to twenty (20) years, at whatever point this Agreement terminates, so that the County retains disposal rights for twenty (20) years beyond the termination of this Agreement. For example, should this Agreement terminate at the end of the initial ten (10) year term in 2028, the City agrees to extend its interlocal agreement for disposal until 2048. In the Disposal Agreement, the City will provide an itemized tonnage report of its commercial garbage collection to the County to establish its waste delivery obligation. The City will require hauler to provide supportive

documentation or each disposal ticket as proof of disposal. The County may request, from the City, supportive documentation or disposal tickets for its review.

12. Additional Services: Nothing in this Agreement precludes the County and the City from entering into a separate agreement for the provision of waste services in addition to those provided to members of the WCSA, so long as the County bills such services directly to the City using fees approved in Implementing Order No. 4-68 and the City pays the invoiced fees to the County within thirty (30) calendar days of receipt.
13. Miami-Dade County's Rights As Sovereign: The County retains all its sovereign prerogatives and rights as a county under state and local law with respect to the planning, design, construction, development and operation of the County's WCSA. It is expressly understood that notwithstanding any provisions of this Agreement:
 - a) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under state and local law and shall in no way be estopped from withholding or refusing to issue any approvals or applications for building, zoning, planning or development under present or future laws and regulations whatever nature applicable to the planning, design, construction, development, operation or maintenance of the County's WCSA, or be liable for the same.
 - b) The County shall not by virtue of this Agreement be: (i) obligated to grant the City, person, or entity any grant or approvals of applications for building, zoning, planning, development, use, operations or otherwise under present or future laws and ordinances of whatever nature applicable; or (ii) estopped from enforcing all applicable laws against the City, person or entity.
 - c) Notwithstanding and prevailing over any contrary provision in this Agreement, any County covenant or obligation that may be contained in this Agreement shall not bind the Board, the County's Regulatory and Economic Resources Department, the Division of Environmental Resources Management, or any other County, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld, or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its/their police power(s).

14. Notice: All formal communication between the County and City related to the Agreement requires written Notice sent both electronically and by post/courier, to the following contacts.

COUNTY

Department of Solid Waste Management
c/o Stacey McDuffie-Brewster
2525 NW 62nd Street, 5th Floor, Miami, FL 33147
Email: stacey.mcduffie-brewster@miamidade.gov

AND

County Attorney's Office
c/o David Stephen Hope, Asst. County Attorney
111 NW 1st Street, 28th Floor, Miami, FL 33128
Email: David.Hope@miamidade.gov

CITY

Department/Office: Mayor's Office
Contact Person: Robert Herrada
Address: 500 SW 109th Avenue
Address: Sweetwater, FL 33174
Email: rherrada@cityofsweetwater.fl.gov

15. Inspector General Reviews/Audit & Compliance
- a) Independent Private Sector Inspector General Reviews: Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the City shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the City in connection with, and as and when provided under, this Agreement.
 - b) Miami-Dade County Inspector General Review: According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs, all at no cost or expense to the City. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to a contract. The Inspector General is empowered to retain, at no expense or cost to the City, the services of IPSIGs to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the City, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the City from the Inspector General or IPSIG retained by the Inspector General, the City shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to the City. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to the City, copy all documents and records in the City's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

16. Severability: If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.
17. Captions: The article headings and captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

18. Relationship of Parties: This Agreement does not create the relationship of principal and agent or of partnership or of joint venture or of any association between the County and the City, the sole relationship between the County and the City being that of independent contractors.
19. Consents: Whenever in this Agreement the consent or approval of the County is required, such consent or approval may be made by the County Mayor or his/her designee on behalf of the County only to the extent: (i) this Agreement does not specify otherwise; (ii) Board approval or consent is not required pursuant to the terms of this Agreement or any applicable laws; and (iii) such does not amend this Agreement or increase the County's actual or potential obligations and/or liabilities. Any consent or approval by the County to such a request shall not be effective unless it is in writing; and shall apply only to the specific act or transaction so approved or consented to and shall not relieve the City of the obligation of obtaining the County's prior written consent or approval to any future similar act or transaction.
20. Entire Agreement: This Agreement contains the entire agreement between the parties hereto and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

IN WITNESS WHEREOF, Miami-Dade County and the City of Sweetwater have duly executed this Agreement as of this day and year first above written.

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

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

By: _____
Deputy Clerk

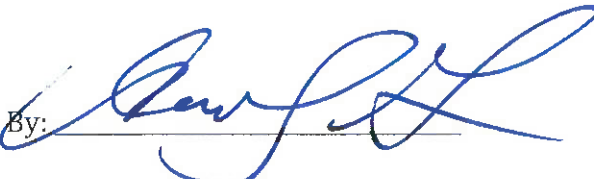
By: _____
Daniella Levine Cava
Mayor, Miami-Dade County

Approved by County Attorney
as to form and legal sufficiency.

Assistant County Attorney

ATTEST:

CITY OF SWEETWATER

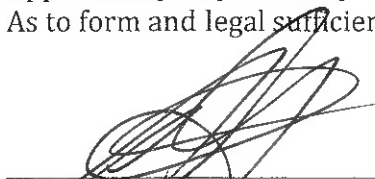
By: 

City Clerk, City of Sweetwater

By: 

Mayor, City of Sweetwater

Approved by City Attorney
As to form and legal sufficiency



City Attorney, City of Sweetwater



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 8, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(M)(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
- ☐ Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved *Daniella Lemi* Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)
7-8-21

RESOLUTION NO. R-658-21

RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY AND THE CITY OF SWEETWATER FOR THE PROVISION OF WASTE HAULER SERVICES FOR RESIDENTIAL CUSTOMERS BEGINNING FISCAL YEAR 2022; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE AND EXECUTE THE MEMORANDUM OF UNDERSTANDING; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL OTHER RIGHTS 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: (i) approves the Memorandum of Understanding ("MOU"), between Miami-Dade County and the City of Sweetwater for the provision of waste hauler services for approximately 2,900 residential customers beginning fiscal year 2022; (ii) authorizes the County Mayor or County Mayor's designee to negotiate and execute the MOU; and (iii) authorizes the County Mayor or County Mayor's designee to exercise all other rights contained therein.

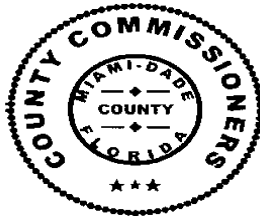
The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

	Jose “Pepe” Diaz, Chairman	aye	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	absent	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	absent	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of July, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK



By: Melissa Adames
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

dsh

David Stephen Hope

EXHIBIT "3"

RESOLUTION NO. 21 –

4720

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MIAMI-DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT FOR RESIDENTIAL WASTE COLLECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, solid waste collection service is a core sanitary service provided to the city's residents; and

WHEREAS, the City of Sweetwater currently receives solid waste services from a private waste hauler on a month-to-month basis and does not desire to continue said services provider due to substandard service; and

WHEREAS, the City has informed Miami-Dade County that it wishes to acquire waste collection services from the County, which provided excellent waste disposal services to the city in the past; and

WHEREAS, the County has been advised that there are approximately 2,900 solid waste residential customers in the City currently in need of waste collection, recycling and bulky waste pick-up services; and

WHEREAS, at the City's request and to safeguard public health, the County has agreed to provide waste hauler services to the City, through the Department of Solid Waste Management (DSWM) or its successor department; and

THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:

Section 1. The *Interlocal Agreement Between Miami -Dade County and Cities for Waste Collection Services* (the "Agreement") is attached hereto and incorporated herein.

Section 2. The City Commission authorizes the Mayor to execute the Agreement, with such non-material changes as may be acceptable to the Mayor and approved as to form by the City Attorney, and further authorizes the Mayor to pay such monies from reserves as may be charged by the County for "ramp up costs" to provide services for fiscal year 2020-21 pursuant to paragraph 5 of the Agreement.

Section 3. Effective Date. This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this 14th day of April, 2021.

ORLANDO LOPEZ

MAYOR

CECILIA HOLTZ ALONSO

COMMISSION PRESIDENT

ATTEST:

CARMEN GARCIA, CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

RAY GARCIA, CITY ATTORNEY

VOTE UPON ADOPTION:

CECILIA HOLTZ-ALONSO COMMISSION PRESIDENT	yes
SAUL DIAZ, COMMISSION VICE PRESIDENT	yes
JOSE MARTI, COMMISSIONER	yes
REINALDO REY, COMMISSIONER	yes
ISIDRO RUIZ, COMMISSIONER	yes
MARCOS VILLANUEVA, COMMISSIONER	yes