

# MEMORANDUM

Agenda Item No. 11(A)(22)

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

**DATE:** December 1, 2021

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving an Interlocal Agreement between Miami-Dade County and the City of Sweetwater in connection with the proposed annexation of the unincorporated area known as the West Annexation Area; approving Solid Waste Collection Agreement between Miami-Dade County and the City of Sweetwater by which such collection in the annexation area would be delegated to the City of Sweetwater; approving Second Amended and Restated Solid Waste Disposal Agreement between Miami-Dade County and the City of Sweetwater for the disposal of solid waste collected in the City of Sweetwater; designating as an Area of Countywide Significance, pursuant to sections 20-8.6 and 20-28.1 of the Code, certain additional land bounded on the north by NW 25th Street, on the east by NW 117th Avenue, on the south by NW 12th Street, and on the west by NW 127th Avenue; designating certain water and sewer pump stations within the annexation area as Facilities of Countywide Significance; removing prior designation as Area of Countywide Significance for certain identified lands west of SW 127th Avenue and north of NW 12 Street; authorizing the County Mayor to execute the agreements and to exercise all provisions contained therein

Resolution No. R-1192-21

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



\_\_\_\_\_  
Geri Bonzon-Keenan  
County Attorney

GBK/uw



**MEMORANDUM**  
(Revised)

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

**DATE:** December 1, 2021

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 11(A)(22)

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 \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(22)  
12-1-21

RESOLUTION NO. \_\_\_\_\_ R-1192-21

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF SWEETWATER IN CONNECTION WITH THE PROPOSED ANNEXATION OF THE UNINCORPORATED AREA KNOWN AS THE WEST ANNEXATION AREA; APPROVING SOLID WASTE COLLECTION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF SWEETWATER BY WHICH SUCH COLLECTION IN THE ANNEXATION AREA WOULD BE DELEGATED TO THE CITY OF SWEETWATER; APPROVING SECOND AMENDED AND RESTATED SOLID WASTE DISPOSAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF SWEETWATER FOR THE DISPOSAL OF SOLID WASTE COLLECTED IN THE CITY OF SWEETWATER; DESIGNATING AS AN AREA OF COUNTYWIDE SIGNIFICANCE, PURSUANT TO SECTIONS 20-8.6 AND 20-28.1 OF THE CODE OF MIAMI-DADE COUNTY, CERTAIN ADDITIONAL LAND BOUNDED ON THE NORTH BY NW 25TH STREET, ON THE EAST BY NW 117TH AVENUE, ON THE SOUTH BY NW 12TH STREET, AND ON THE WEST BY NW 127TH AVENUE; DESIGNATING CERTAIN WATER AND SEWER PUMP STATIONS WITHIN THE ANNEXATION AREA AS FACILITIES OF COUNTYWIDE SIGNIFICANCE; REMOVING PRIOR DESIGNATION AS AREA OF COUNTYWIDE SIGNIFICANCE FOR CERTAIN IDENTIFIED LANDS WEST OF SW 127TH AVENUE AND NORTH OF NW 12 STREET; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENTS AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

**WHEREAS**, section 6.04 B of the Miami-Dade County Home Rule Charter and chapter 20 of the Code of Miami-Dade County ("Code") authorize the Board of County Commissioners ("Board") to approve changes to municipal boundaries; and

**WHEREAS**, on September 24, 2020, the City of Sweetwater ("City") submitted an application for the annexation of the unincorporated area known as the West Annexation Area (the "annexation area") adjacent to the City; and

**WHEREAS**, on October 5, 2021, the Board adopted Resolution No. R-854-21 directing the County Attorney to prepare the appropriate ordinance and interlocal agreement to effectuate the annexation of the annexation area to the City; and

**WHEREAS**, the City represented that it will enter into the interlocal agreement with the County in substantially the form that is attached to this resolution as Exhibit 1 (hereinafter, the “Interlocal Agreement;”) and

**WHEREAS**, in exercising the County’s discretion to approve this annexation, the County has relied upon all of the representations in the Interlocal Agreement; and

**WHEREAS**, on December 1, 2021, the Board adopted Ordinance No. 21-141 providing that this annexation shall not take effect unless and until the City executes the Interlocal Agreement and that the Interlocal Agreement must remain in effect; and

**WHEREAS**, on November 17, 2021, the City Commission adopted Resolution No. 4781 (“City resolution”) approving the Interlocal Agreement, and the City has executed the Interlocal Agreement; and

**WHEREAS**, this Board wishes to approve the Interlocal Agreement and authorize the County Mayor or Mayor’s designee to execute such agreement; and

**WHEREAS**, in addition, in accordance with sections 20-8.4 and 15-13 of the Code, the City and the County wish to also enter into a Solid Waste Collection Agreement for the annexation area in generally the form attached hereto as Exhibit 2, by which solid waste collection services would be delegated to the City in the annexation area, and a Second Amended and Restated Solid Waste Disposal Agreement in generally the form attached hereto as Exhibit 3 for the disposal of solid waste collected in the City, including the annexation area, by the County through its Solid Waste Management System; and

**WHEREAS**, this Board wishes to authorize the County Mayor or Mayor's designee to finalize the Solid Waste Collection Agreement and the Second Amended and Restated Solid Waste Disposal Agreement with the City in generally the forms attached to this resolution and to authorize the County Mayor or Mayor's designee to execute such agreements; and

**WHEREAS**, sections 20-8.6 and 20-28.1 of the Code authorize the Board to designate portions of the unincorporated area of the County as Areas or Facilities of Countywide Significance; and

**WHEREAS**, for areas designated as an Area or Facility of Countywide Significance, sections 20-8.6 and 20-28.1 of the Code provide that regulatory jurisdiction over the area shall remain with the County notwithstanding subsequent annexation to an existing municipality or the inclusion of such area as part of a newly incorporated municipality; and

**WHEREAS**, according to those sections of the Code, the Board may designate Areas or Facilities of Countywide Significance by resolution upon a finding that: 1) the Area or Facility is susceptible to substantial change and development that will detrimentally affect the facility or land; 2) there is a need for the continued, unimpaired functioning of the Area or Facility by the greater community; and 3) the service provided at or by the Area or Facility, or at a combination of areas or facilities, is a significant resource to the greater community; and

**WHEREAS**, pursuant to Resolution No. R-460-18, this Board previously designated the unincorporated areas located within the Miami-Dade County Transportation Infrastructure District ("TIID"), as defined in section 2-2363 of the Code, as Areas or Facilities of Countywide Significance; and

**WHEREAS**, pursuant to sections 20-8.6 and 20-28.1 of the Code, this Board finds it is appropriate to also designate certain additional land adjacent to the TIID as an Area or Facility of Countywide Significance; and

**WHEREAS**, this designation would enlarge the boundaries of the current Area or Facility of Countywide Significance to include all of the land bounded on the west by NW 127th Avenue, on the north by NW 25th Street, on the east by NW 117th Avenue, and on the south by NW 12th Street, as depicted on the map attached as Exhibit 4; and

**WHEREAS**, the lands subject to this additional designation are within a mile radius of the new SMART Plan alignment that was recommended by the County's Transportation and Planning Organization; and

**WHEREAS**, the Board find that these additional areas meet the criteria in sections 20-8.6 and 20-28.1; that these areas are susceptible to substantial change and development that will detrimentally affect the SMART Plan; that there is a need for the continued, unimpaired functioning of the SMART Plan; and that the service provided at or by the SMART Plan corridors, or at a combination of areas or facilities nearby, are a significant resource to the greater community; and

**WHEREAS**, to simplify regulatory jurisdictional matters, a small area of land located west of NW 127th Avenue that is currently designated as an Area or Facility of Countywide Significance, as shown in the map attached as Exhibit 4, shall no longer be designated as an Area or Facility of Countywide Significance for purposes of sections 20-8.6 and 20-28.1 of the Code; and

**WHEREAS**, in addition, pursuant to sections 20-8.6 and 20-28.1 of the Code, this Board wishes to designate the following Miami-Dade County Water and Sewer Department ("WASD") pump stations as Areas or Facilities of Countywide Significance: WASD pump station No. 1221 located at NW 121st Avenue and NW 24th Street, WASD pump station No. 1222 located at NW 129th Avenue and NW 22nd Street, WASD pump station No. 1225 located at NW 133rd Place and NW 21st Lane, WASD pump station No. 1229 located at NW 14th Street east of NW 137th

Avenue, WASD pump station No. 1258 located at NW 129th Avenue between NW 130th Avenue and NW 14th Street, and WASD pump station No. 1261 located at NW 117th Place approximately 632 feet south of NW 22nd Street; and

**WHEREAS**, these above-mentioned WASD pump stations meet the criteria in sections 20-8.6 and 20-28.1 of the Code: specifically, these areas are susceptible to substantial change and development that will detrimentally affect these pump station properties; there is a need for the continued, unimpaired functioning of these pump stations properties by the greater community; and the service provided at or by these pump stations properties, or at a combination of areas or facilities nearby, are a significant resource to the greater community; and

**WHEREAS**, these designations are being made with the purpose of the County retaining regulatory jurisdiction, including, but not limited to, jurisdiction for purposes of comprehensive planning, zoning and building and other development approvals, pursuant to sections 20-8.6 and 20-28.1 of the Code, over the Areas or Facilities of Countywide Significance within the annexation area, even after the annexation of such areas into the City,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board:

**Section 1.** Approves the foregoing recitals and incorporates them into this resolution.

**Section 2.** Approves the Interlocal Agreement, in substantially the form attached hereto as Exhibit 1, by and between the County and the City.

**Section 3.** Approves the Solid Waste Collection Agreement, in generally the form attached hereto as Exhibit 2, by and between the County and the City for the delegation of solid waste collection services for the annexation area.

**Section 4.** Approves the Second Amended and Restated Solid Waste Disposal Agreement, in generally the form attached hereto as Exhibit 3, by and between the County and the City for the disposal of solid waste collected in the City.

**Section 5.** Authorizes the County Mayor or Mayor's designee to finalize the Solid Waste Collection Agreement and the Second Amended and Restated Solid Waste Disposal Agreement, to execute the three above-referenced agreements, and to exercise all provisions contained therein.

**Section 6.** Designates certain land adjacent to the TIID as part of the existing Area or Facility of Countywide Significance that includes the TIID, such that the overall boundaries of said Area or Facility of Countywide Significance shall include all of the land bounded on the west by NW 127th Avenue, on the north by NW 25th Street, on the east by NW 117th Avenue, and on the south by NW 12th Street, as depicted on the attached map; and removes and rescinds the existing Area or Facility of Countywide Significance designation over those certain areas located west of NW 127th Avenue, as shown on the map attached as Exhibit 4. All of these changes to the designated Areas or Facilities of Countywide Significance, pursuant to sections 20-8.6 and 20-28.1 of the Code, shall be as shown in the map attached as Exhibit 4.

**Section 7.** Designates the following WASD pump stations as Areas or Facilities of Countywide Significance: WASD pump station No. 1221 located at NW 121st Avenue and NW 24th Street, WASD pump station No. 1222 located at NW 129th Avenue and NW 22nd Street, WASD pump station No. 1225 located at NW 133rd Place and NW 21st Lane, WASD pump station No. 1229 located at NW 14th Street east of NW 137th Avenue, WASD pump station No. 1258 located at NW 129th Avenue between NW 130th Avenue and NW 14th Street, and WASD pump station No. 1261 located at NW 117th Place approximately 632 feet south of NW 22nd Street.



The Prime Sponsor of the foregoing resolution is Chairman Jose “Pepe” Diaz. It 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:

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

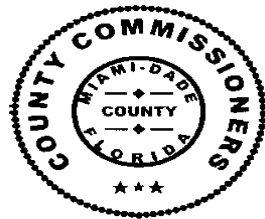
The Chairperson thereupon declared this resolution duly passed and adopted this 1<sup>st</sup> day of December, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon 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

**Melissa Adames**

By: \_\_\_\_\_  
Deputy Clerk



Approved by County Attorney as  
to form and legal sufficiency.

Abbie Schwaderer-Raurell  
James Eddie Kirtley  
Monica Rizo Perez

**Interlocal Agreement**

**Sweetwater West Annexation**

This Interlocal Agreement (the "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Miami-Dade County, Florida ("County") and the City of Sweetwater ("City"), a Florida municipal corporation.

**WITNESSETH**

**WHEREAS**, section 6.04 of the Home Rule Charter for Miami-Dade County authorizes the County to approve changes to municipal boundaries; and

**WHEREAS**, the City desires to change its boundary to include and annex the tract of land described in the accompanying ordinance, and in Exhibit A attached hereto and made a part hereof, which is known as the West Annexation Area (the "Annexed Property"); and

**WHEREAS**, the City has made certain representations to the County in conjunction with, and as part of the consideration of, its annexation application for the Annexed Property, including but not limited to, a representation that the City desires for the Annexed Property to remain in the Miami-Dade Fire Rescue District in perpetuity and that the Annexed Property will so remain; and

**WHEREAS**, the County has relied upon those representations in exercising its discretion to permit the annexation of the Annexed Property; and

**WHEREAS**, to memorialize those representations and to provide for points of compromise and other matters, the County and the City wish to enter into this Agreement; and

**WHEREAS**, pursuant to this Agreement, the City will assume municipal-type services once the annexation has been approved, and the County will retain certain functions, responsibilities, rights, and obligations, as set forth herein,

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, the parties hereby agree as follows:

- A. The above recitals are incorporated as if fully set forth herein.**
- B. Debt Service. Obligations of the City.**

Res. # 4781

1. **Utility Taxes.** Pursuant to current applicable law and Chapter 20 of the Code of Miami-Dade County, Florida ("County Code"), the County shall continue to receive and retain the utility tax revenues generated from the Annexed Property in perpetuity.
  2. **Stormwater Utility Bond Debt Service.** The City agrees to pay the County the remaining stormwater utility debt service payments for the Annexed Property calculated at \$107,450.00 per year until the year 2029 or as provided in Section 20-8.5 of the County Code. The City will begin the annual debt service payment upon the date that the Annexed Property is included in the City of Sweetwater's Stormwater Utility.
- C. Stormwater Management.** The City shall execute or modify a cost-share Interlocal Agreement with the County for canal and/or drainage system maintenance activities to cover expenditure cost-share in the annexed area, and, additionally, the City shall execute or modify an NPDES Interlocal Agreement with the County to satisfy the requirements of the joint NPDES Permit No. FLS000003. Nothing in this Agreement shall be interpreted or deemed to convey to the City any canal right-of-way, easement, or similar interests owned by Miami-Dade County. Upon the Effective Date, the County Mayor and City Mayor or their respective designees shall determine a mutually agreeable date for the execution of the agreements set forth in this section C.
- D. Solid Waste Disposal** Pursuant to Section 20-8.4 of the County Code, the County shall forever continue to collect and dispose of all residential waste within the Annexed Property in the same manner as though such Annexed Property remained part of the unincorporated areas of the County, unless the authority to collect such waste is delegated by the County to the governing body of the City

through a 20-year interlocal agreement that provides for the collection services, and a 20-year interlocal agreement that provides for disposal services in substantially the form approved by Resolution R-1198-95. In the event that the City contracts with a private waste hauler to collect residential waste within the Annexed Property, the private hauler will be obligated to pay the Disposal Facility Fee to the County in accordance with Section 15-25.2 of the County Code, and the City shall include this requirement in the contract with its private waste hauler.

**E. Transfer of Certain Public Roads**

1. Certain public roads that are currently maintained by and under the jurisdiction of the County are within the Annexed Property (hereinafter referred to as "Road Segments") and, pursuant to Section 335.0415, Florida Statutes, jurisdiction and responsibility for public roads may be transferred by mutual agreement of the County and the City. In addition, Section 337.29(3), Florida Statutes, provides that title to roads transferred pursuant to Section 335.0415, Florida Statutes, shall be in the government entity to which such roads have been transferred upon the recording of a deed or right-of-way map in the public records.
2. In accordance with paragraph 1 of this section E above, upon the Effective Date, the County shall transfer the jurisdiction, ownership, and control of the Road Segments to the City; provided, however, that the County is not transferring, and shall retain: (a) ownership of, control of and traffic engineering functions for the Exempt Roads (as such term is defined below) and such Exempt Roads shall not be included in the definition of "Road Segments"; and (b) all traffic engineering functions for all of the Road Segments and other matters referenced herein Section E. The City agrees to accept ownership, jurisdiction and control of the Road Segments to the

City in accordance with the terms and conditions set forth herein. In addition to all traffic engineering functions and other matters referenced herein in Section E, the County will retain control of the following roads (which are hereafter referred to as the "Exempt Roads") as listed below:

NW 137 Avenue from NW 12 Street to NW 25 Street  
NW 127 Avenue from NW 12 Street to NW 25 Street  
NW 122 Avenue from NW 12 Street to NW 25 Street (mostly theoretical)  
NW 12 Street from NW 137 Avenue to NW 117 Avenue  
NW 17 Street from NW 137 Avenue to NW 127 Avenue  
NW 25 Street from NW 137 Avenue to NW 117 Avenue

3. The right and responsibility of all traffic engineering matters to regulate traffic and determine appropriate measures and install, maintain, modify or remove traffic control devices such as traffic signals, signs, and pavement markings, roundabouts or other traffic-calming devices within the Annexed Property, including but not limited to the Road Segments, remains with the County. In addition, the County shall retain control over all road closures within the Annexed Property. Nothing herein diminishes the County's jurisdiction over all traffic engineering matters within the County, including within municipalities, except for State road rights-of-way. The County has the authority to set the hours and days that construction by any County department or agency shall take place in, or on, any public street, with prior written notice to the City. The rights and responsibility to issue permits or collect fees for construction, including utility work, within the public rights-of-way of all Road Segments are expressly transferred to the City by this Agreement, except those associated with traffic engineering. The City agrees that it shall not levy any fee or require a permit from any County department, agency or instrumentality for work within, beneath, or upon the Road Segments. The City agrees to accept all legal rights, responsibilities and obligations with respect to the Road Segments, including, but not

limited to, the operation, maintenance, planning, design, and construction of the Road Segments except for the traffic engineering.

4. As limited by Section 768.28, Florida Statutes the County shall remain responsible for any tort liability for any actions arising out of the County's operation and maintenance of the Road Segments prior to and up to the effective date of the transfer of such roadways. Following the effective date of the transfer of such roadways, the City shall be responsible and, as between the County and the City, shall have tort liability for the Road Segments, including all operations and maintenance thereof. Except as otherwise provided herein, the City and the County agree that this Agreement contains no indemnification or hold harmless agreement or provisions concerning any claims, demands, damages and causes of action that may be brought against either party by third parties relating to the Road Segments. The City and the County shall each individually defend any action or proceedings brought against their respective agencies by third parties relating to the Road Segments and shall be individually responsible for all of their respective costs, attorney's fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees that may be entered as a result thereof.
5. The County shall, within thirty (45) days of the Effective Date, provide the City with all available County's Engineering Division's Section Maps, which generally depict the rights-of-way, inclusive of the Road Segments.

6. Upon the Effective Date, the County Mayor and City Mayor or their respective designees shall determine a mutually agreeable date for the recordation and transfer of the Road Segments after the Effective Date.
7. The County shall provide the City with a list of all completed roadway/sidewalk/stripping projects for the Road Segments and, upon the City Mayor's request, access to any plans, specifications, drawings, and permits for such projects within the possession of the County's Department of Transportation and Public Works.
8. Whenever one of the parties to this Agreement desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

**For the COUNTY:**

Daniella Levine Cava  
County Mayor  
Mayor's Office  
Stephen P. Clark Center  
111 N.W. 1<sup>st</sup> Street, Suite 2910  
Miami, Florida 33128  
Telephone: (305) 375-5311  
Facsimile: (305) 375-4658

**For the City:**

Orlando Lopez  
City Mayor  
500 SW 109 Avenue  
Sweetwater, FL 33174  
Telephone: (305) 305-221-0411

**F. Areas and Facilities of Countywide Significance**

1. Section 20-8.6 of the County Code governs Areas and Facilities of Countywide Significance. The Annexed Property includes Areas or Facilities of Countywide Significance that have been designated as such by the Board of County Commissioners pursuant to Chapter 20 of the County Code. As such, the County shall retain regulatory jurisdiction, as provided in section 20-8.6 of the County Code, over the following areas/facilities within the Annexed Property:

The entire area bounded on the north by NW 25 Street, bounded on the east by SW 117 Avenue, bounded on the south by NW 12 Street, and bounded on the west by SW 127 Avenue, and which also includes the Miami-Dade Transit Dolphin Park and Ride Facility; and

- The Water and Sewer Pump Stations listed below (some of which may also be located within the designated area described above):
  - 1221 – location: NW 121 AVE & NW 24 ST
  - 1222 – location: NW 129 AVE & NW 22 ST
  - 1225 – location: NW 133 PL & NW 21 LN
  - 1229 – location: NW 14 ST, EAST OF 137 AVE
  - 1258 – location: NW 129 AVE BET NW 130 AVE AND NW 14 ST
  - 1261 – location: NW 117 PL APPROX 632' SOUTH OF NW 22 ST.

This interlocal agreement, in of itself, does not prohibit the City from charging City impact fees, to the extent permissible by law, provided that any such City impact fees are not duplicative of impact fees charged by the County, as such County fees may be amended from time to time.

**G. Department of Regulatory and Economic Resources.**

1. Permitting

The Miami-Dade Department of Regulatory and Economic Resources, hereinafter “RER”, shall process and issue building permits for all applications received prior to the effective date of the annexation, for new construction, alterations, repairs or demolitions on real property within the boundaries of the Annexed Property. RER shall process and issue all subsidiary building permits associated with a master



permit issued or applied for prior to the effective date of the annexation as provided for above to ensure completion of a project. For the purpose of this Agreement, a master permit is defined as the primary building permit issued by the Building Official which enables the permit holder to commence construction, alteration, repair, installation or demolition work. A subsidiary permit is any ancillary permit required under the Building Code to complete a project commenced under a master building permit as determined by the Building Official. A subsidiary permit may be in the same or a different trade as the master permit. RER's services contemplated by this paragraph shall include the performance of all required inspections, plan reviews, and the issuance of the applicable Certificate of Occupancy and/or Certificate of Completion.

2. Permit Records and Reports.

- a. Within thirty (45) days after the Effective Date, RER shall deliver to the City Mayor or his designee a written report listing each active master building permit and subsidiary building permit issued within the boundaries the Annexed Property. This report shall include the address of the property, the permit numbers, description of permit type, and the dates the permits were issued and the last inspection date and type for the open permits. This report shall be updated monthly until all of the open permits are finalized.
- b. RER shall maintain all other records related to Construction Permitting and Building Code Division services performed by RER within the Annexation Area boundaries in accordance with its current practice for the unincorporated area as required by law. Copies of such records may be obtained from RER upon request of the City at the cost specified for the reproduction of documents contained in the RER's fee schedule.

3. Compensation

RER shall retain all building permit fees, penalties, and other fees and charges collected by RER for any application filed, or permits issued, prior to the City assuming building services. RER shall retain all building permit fees for any required subsidiary permits issued by the RER pursuant to the provisions of the initial paragraph of this section, regardless of the date of issue.

4. Expired Permits

RER shall provide a report, within 45 days of the Effective Date, to the City listing any building permit for work within boundaries of the Annexed Property that expired prior to the City's assumption of building services. The list shall include the permit number, job address, description of permit type and last inspection date and type. Each month thereafter within 15 days after the end of each month, RER will provide the City with an updated report listing any building permits that expired within the previous calendar month until such time as all permits within the Annexed Property are finalized. Copies of any available permit application, plans, files or other documents related to an expired building permit may be obtained from RER upon written request of the City at the cost specified for the reproduction of documents contained in RER's fee schedule. After the Effective Date, the City shall be responsible for enforcement actions relating to any expired building permit reported to the City by the Construction Permitting and Building Code Division. It is in the complete and sole discretion of the City to engage in any enforcement action relating to any such expired permit.

For permits issued under the South Florida Building Code, an expired permit is any permit issued by the Construction Permitting and Building Code Division which lacks a final inspection approval from the Building Department and/or lacks compliance with the laws, rules or regulations of any other County, State or Federal

regulatory authority having jurisdiction and has not had an inspection within 180 days of the date of issuance or from the date of the last inspection under the permit. For permits issued under the Florida Building Code, an expired permit is any building permit issued by the Construction Permitting and Building Code Division which lacks a final inspection approval from the Construction Permitting and Building Code Division and/or lacks compliance with the laws, rules or regulations of any other County, State or Federal regulatory authority having jurisdiction which has not had an approved inspection within 180 days of the date of the issuance of the permit or within 180 days of the date of the last approved inspection made by RER. Regulatory authorities having jurisdiction include, but are not limited to, the following: Miami-Dade Fire Rescue, Miami-Dade Department of Regulatory and Economic Resources, Miami-Dade Public Works and Solid Waste Department, Miami-Dade Water and Sewer Department, Florida Department of Health and Rehabilitative Services, United States Army Corps of Engineers, State Fire Marshal, Miami-Dade County Public Schools and Miami-Dade Transit.

5. RER Authority/Responsibility

RER, in its performance of the services set forth in this Agreement, is authorized and designated to continue to act on behalf of the City as the City's Building Official in accordance with any applicable building codes and Chapter 468, Florida Statutes until the City assumes responsibility on the Effective Date. The City will assume responsibility for processing any permit applications submitted on or after the Effective Date, with the exception of certain subsidiary permits, as discussed in paragraph 1 of this section G above, performing inspections on any permits issued by the City and proceeding with enforcement on expired permits and all cases transferred by the County in accordance with the terms of this

Agreement. Under this Agreement, as of the Effective Date, with respect to building permits, the County will only retain authority to process applications and issue permits submitted prior to the municipal service assumption date or the date agreed to transfer services and subsidiary permits tied to master permits issued by the County, and perform all inspections for the master and subsidiary permits issued by the County until the issuance of the Certificate of Completion, Certificate of Occupancy, or expiration of the permit.

#### 6. Enforcement

Until the Effective Date, RER shall continue, either directly or through contractors, with any Building Code enforcement case initiated as a result of the receipt of a complaint or opening of a case file prior to the annexation approval date. Such cases include code enforcement for building permit violations, unsafe structures, and working without permits. As of the Effective Date, RER shall close all active enforcement cases and provide the City with a list of the closed cases. RER shall be entitled to retain all fines, fees, costs and penalties resulting from the investigation and pursuit of any enforcement action initiated under this section above for the cases closed by RER. This includes the payment of any lien filed or amount paid in satisfaction of a court judgment. In the event a Building Code enforcement case is turned over to the City for completion of any enforcement action, RER shall be entitled to collect any fines, fees, or penalties owed to RER as of the date the case is turned over to the City. The City shall negotiate on a case by case basis with RER on any share that it may be entitled to. In addition, RER shall be entitled to collect all enforcement fees and costs accrued in the matter of any unsafe structures enforcement case that is closed by RER after the Effective Date. If the unsafe structures enforcement case is turned over to the

City, then RER shall only be entitled to recover those fees and costs which have accrued up to the date the case is transferred to the City.

Notwithstanding the transition of powers and duties provided for in this Agreement, the Building Official for Miami-Dade County and for the City may opt to enter into a separate agreement for the County's completion of specified enforcement cases that may have been commenced by the County and are near completion, all in the interest of efficiency, cost savings and protecting the public safety. Until the execution of such agreement, all enforcement authority and responsibility shall remain with the City. Such agreement shall contain a specific identification of cases to be completed by the County, shall provide for the allocation of fees and costs relating to those cases, and shall be executed by the County Mayor or the County Mayor's designee and the City Mayor or his designee not later than sixty (60) days following the Effective Date.

7. Restrictive Covenants

Pursuant to Section 20-8.8 of the County Code, Miami-Dade County shall retain jurisdiction over the modification or deletion of declarations of restrictive covenants accepted by either the Board of County Commissioners or a Miami-Dade County Community Zoning Appeals Board in connection with a Comprehensive Development Master Plan application or zoning application, regardless of whether such declaration provides for modification or deletion by a successor governmental body. It is provided, however, that the Board of County Commissioners may not exercise such jurisdiction unless the City of Sweetwater has first approved the modification or deletion.

**H. Fire Rescue District**

The Annexed Property shall remain within the Miami-Dade Fire Rescue District in perpetuity.

**I. Library District**

The Annexed Property shall remain within the Miami-Dade County Library District in perpetuity.

**J. Public Safety**

Jurisdiction for local police services in the Annexed Property, including all legal rights, responsibilities, and obligations consistent with the City's municipal policing, will hereby be assumed by the City of Sweetwater Police Department commencing as of the specific date that the City notifies the County that it will assume local police services, provided that under no circumstances shall such date be more than 60 days from the Effective Date of this Agreement. If no such notice is received by the County, or if the City's notice provides for a date that is more than 60 days from the Effective Date of this Agreement, the City's assumption of local police patrol services, pursuant to this paragraph, shall occur 60 days from the Effective Date of this Agreement.

**K. Term**

The provisions of this agreement shall be in full force and effect commencing on the date of the execution of this Agreement and the Effective Date and continuing in perpetuity.

**L. Representations by the City and the County and Authority to Enter into Agreement**

The City has represented that it will enter into this Agreement providing for, among other things, the City to forever remain in the Miami-Dade Fire Rescue District, and the County has relied upon such representations in exercising its discretion to approve the annexation. In addition, each party acknowledges that this Agreement has been duly approved and executed by its governing body based on the

representations referenced above, and that each party has the required power and authority to enter into and perform the obligations hereunder.

**M. Invalidation of Provisions, Severability**

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is prohibited or invalid under applicable law, the remaining provisions of this Agreement shall not be affected by such invalidity.

**N. Existing Agreements**

Any and all existing interlocal agreements between the County or any of its departments or agencies (such as but not limited to RER, Miami-Dade County Stormwater Utility, Transportation and Public Works, Water and Sewer, Miami-Dade Police Department, etc.) and the City shall remain in full force and effect and shall not be altered, changed, modified, amended, or terminated as a result of this agreement unless specified herein. It is provided, however, that where this Agreement is inconsistent with any such prior Agreement, the terms of this Agreement shall supersede and control.

**O. Effective Date and Term**

The term "Effective Date" as used herein shall mean the effective date of the annexation. The annexation shall not be effective before this Agreement has been fully and properly executed. The Effective Date shall be the later of the following: (1) ten days after the Board of County Commissioners approves the ordinance accomplishing the annexation, unless vetoed by the Mayor, and if vetoed, only upon an override by the Board of County Commissioners; and (2) the date upon which this Agreement has been fully and properly executed by both the County and the City. The provisions of this Agreement shall be in full force and effect commencing on the Effective Date and shall continue in perpetuity.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective and duly authorized representatives.

Attest:


CITY OF SWEETWATER, FLORIDA

By:   
City Clerk

By:   
Orlando Lopez, Mayor

Date: 1/17/21

Approved for legal sufficiency and form:

  
City Attorney

Attest:

MIAMI-DADE COUNTY, FLORIDA

Harvey Ruvin, Clerk

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor Daniella Levine Cava or designee

Approved for legal sufficiency and form:

\_\_\_\_\_  
County Attorney



**INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CONTRACT  
CITIES FOR DELEGATION OF SOLID WASTE COLLECTION AUTHORITY IN  
AREAS ANNEXED FROM UNINCORPORATED MIAMI-DADE COUNTY**

This Interlocal Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Miami-Dade County, by and through its Board of County Commissioners ("County"), and the City of Sweetwater its successors and assigns, hereinafter referred to as the Contract City, to authorize Contract City provision of solid waste collection services in the annexed area as described in Exhibit A herein, coincident with the suspension of County provided solid waste collection services in such area for the term of this Agreement.

**BACKGROUND RECITALS**

**Whereas**, the Miami-Dade County Board of County Commissioners (the "Board") hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County to ensure that adequate Solid Waste collection services are provided countywide; and

**Whereas**, Section 1.01A(9) of the Miami-Dade County Home Rule Charter authorizes the County to provide and regulate waste collection and disposal services countywide; and

**Whereas**, pursuant to Section 15-13 of the Code of Miami-Dade County, Florida ("Code"), the County provides residential Solid Waste collection services in those portions of unincorporated Miami-Dade County located within the County's solid waste collection service area, as defined in Section 15-1 of the Code; and

**Whereas**, on February 6, 1996, the Board of County Commissioners passed Ordinance 96-30 which created Section 20-8.4 of the Code, which provides that the County shall forever continue to collect and dispose of all residential waste in annexed areas, unless the authority to collect such waste is delegated by the County to the governing body of the municipality through a twenty (20) year Interlocal agreement which provides for collection services, and a twenty (20) year Interlocal agreement which provides for disposal services in substantially the form approved by Resolution No. R-1198-95; and

**Whereas**, the Contract City has annexed a portion of unincorporated Miami-Dade County which contains a part(s) of the solid waste collection service area, and the Contract City desires and is fully prepared to provide for adequate residential solid waste collection services within the annexed area; and

**Whereas**, on March 1, 2012 the Contract City entered into a twenty (20) year interlocal agreement with the County for use of the County Solid Waste Management system that remains in effect to date.

**NOW THEREFORE**, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

The recital clauses are approved by the **Contract City** and the **County** and are incorporated herein by reference.

### DEFINITIONS

For the purposes of this Agreement, the following capitalized words and phrases shall be given the following respective meanings:

**Board** - the Miami-Dade County Board of County Commissioners.

**Contract City** - the municipal corporation existing under the laws of the State of Florida, that enters into this Agreement with the County and has previously entered, or simultaneously enters, into a twenty (20) year interlocal agreement with the County for use of the County Solid Waste Management System.

**County** – Miami-Dade County, Florida by and through its Board of County Commissioners.

**Director** - the Director of the Department of Solid Waste Management or his/her designee.

**Fiscal Year** - the period beginning October 1 of each year and ending September 30 of the subsequent year.

**Force Majeure** - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, hurricane, flood or similar occurrence, strike, and act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement, which by the exercise of due diligence the party relying thereon as justification for not performing any obligation under this Agreement shall not have been able to avoid, and which is not the result of a willful or negligent action or omission of such party.

**Municipal Solid Waste (MSW) or Solid Waste or Waste** - all discarded materials or substances, exclusive of source-separated recyclable materials, including, but not limited to, garbage, trash, yard trash, litter, refuse, rubbish, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill, Class III landfill or resource recovery facility which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form.

**Source-Separated Recyclable Materials** - materials separated from MSW at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to: clean yard trash, newspapers, telephone books, household batteries, glass containers, plastic containers, steel cans, aluminum cans, and other source-separated recyclable materials as may be added to this listing from time to time by the County Manager, at his sole discretion; such additions may be made by use of an attachment hereto without need for formal amendment to this Agreement.

**ARTICLE 1**

**CONSTRUCTION OF INTERLOCAL AGREEMENT**

The word "shall" as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

**ARTICLE 2**

**RESPONSIBILITIES OF THE PARTIES**

**COUNTY.** The County shall, and does hereby delegate the authority to collect residential Solid Waste generated in the annexed area, commonly referred to as West, and geographically described in Exhibit A, to the governing body of the Contract City effective \_\_\_\_\_.

**CONTRACT CITY.** The Contract City shall provide for residential solid waste collection service to the annexed area, commonly referred to as West, and geographically described in Exhibit A effective \_\_\_\_\_.

**ARTICLE 3**

**RELATIONSHIPS OF THE PARTIES**

Nothing in this Agreement shall be deemed to constitute any party a partner, agent or local representative of the other party or to create any type of fiduciary responsibility of any kind whatsoever between the parties. The obligations to this Agreement are not joint; the obligations are separate and several between the Contract City and County.

**ARTICLE 4**

**HEADINGS**

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

**ARTICLE 5**

**DURATION OF AGREEMENT**

The term of this Agreement shall commence with the date of execution and shall remain in effect up to and including December 31, 2041. In the event that a Contract City's twenty (20) year Interlocal agreement for use of the County Solid Waste Management System is terminated, this Agreement shall terminate simultaneously. This Agreement shall be executed and approved by resolution of the Contract City's governing body. A copy of the resolution of approval shall be transmitted to the County Mayor within five (5) days following the date of Contract City approval.

**ARTICLE 6**

**AGREEMENT GOVERNS; ENTIRE AGREEMENT**

This Agreement shall govern and supersede any other Interlocal Agreement between the Contract Cities and the County with regard to residential solid waste collection. This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

**ARTICLE 7**

**REPRESENTATIONS OF THE COUNTY**

The County represents that (A) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the County, and (B) it has the required power and authority to perform this Agreement.

**ARTICLE 8**

**REPRESENTATIONS OF THE CONTRACT CITY**

The Contract City represents that (A) this Agreement has been duly authorized, executed and delivered by the Governing Body of the Contract City, and (B) it has the required power and authority to perform this Agreement.

**ARTICLE 9**

**APPROVALS AND NOTICES**

All notices, consents and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and be delivered either by hand with proof of delivery or mailed by first class United States certified or registered mail, with return receipt requested, postage prepaid, and in any case shall be addressed as provided in this Article.

**To County:**

Miami-Dade County Florida  
Office of the Mayor  
111 N.W. 1st Street, 29th Floor  
Miami, FL 33128

cc: Department of Solid Waste Management  
Director’s Office  
2525 NW 62<sup>nd</sup> Street, 5<sup>th</sup> Floor  
Miami, FL 33147

cc: Miami-Dade County  
County Attorney's Office  
111 N.W. 1st Street, 27th Floor  
Miami, FL 33128

**To Contract City:**

City of Sweetwater  
City Mayor’s Office  
500 SW 109<sup>th</sup> Avenue  
Sweetwater, FL 33174

Changes in the respective addresses may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed

to have been given five (5) business days after the day of dispatch, notices and consents given by any other means shall be deemed to have been given when received.

#### **ARTICLE 10**

##### **AMENDMENT TO AGREEMENT**

This Agreement may be modified, altered or amended only by a written amendment duly executed by the parties hereto, and approved by the governing body of each party. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

#### **ARTICLE 11**

##### **NON-ASSIGNMENT**

In no case shall the Contract City assign, transfer, convey or otherwise hypothecate any interest, rights, duties, or obligations hereunder, or any part thereof. In the event a Contract City attempts to assign, transfer, convey or otherwise hypothecate this Agreement or the Contract City's rights, duties or obligations hereunder, or any part thereof, the County may at its option, terminate this Agreement.

#### **ARTICLE 12**

##### **RIGHTS OF OTHERS**

Nothing in this Agreement, either express or implied, is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

#### **ARTICLE 13**

##### **WAIVER**

There shall be no waiver of any right related to this Agreement unless that such waiver is in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular rights waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

#### **ARTICLE 14**

##### **COUNTY EVENT OF DEFAULT**

The failure by the County to substantially fulfill any of its material obligations in accordance with this Agreement, unless excuses are justified by Force Majeure, shall constitute a "County event of default". If a County event of default should occur, the Contract City shall have all of the following rights and remedies which each may exercise singly or in combination: 1. the right to declare that this Agreement as it applies to the Contract City together with all rights granted to the County hereunder are terminated, effective upon such date as is designated by the Contract City; 2. any and all other rights provided under federal laws and the laws of the State of Florida. 3. in any event, the County shall maintain responsibility for any debts owed to the Contract City for services provided under the terms of this Agreement. Notwithstanding any other provision of this article, the Contract City shall not terminate this Agreement for a "County event of default" unless the Contract City first gives the County written notice of intent to terminate specifying the alleged default, and providing the County a period of sixty (60) days from receipt of notice within which to cure such default.

#### **ARTICLE 15**

**CONTRACT CITY EVENT OF DEFAULT**

Without limitation, the failure by the Contract City to substantially fulfill any of its material obligations in accordance with this Agreement, unless excuses are justified by Force Majeure, shall constitute a "Contract City event of default". If a Contract City event of default should occur, the County shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that all rights granted to the Contract City hereunder are terminated, effective upon such date as is designated by the County; 2. any and all rights provided under federal laws and the laws of the State of Florida. 3. in any event, the Contract City shall maintain responsibility for any debts owed to the County for services provided under the terms of this Agreement. Notwithstanding any other provision of this article, the County shall not terminate this Agreement for a "City event of default" unless the County first gives the Contract City written notice of intent to terminate specifying the alleged default, and providing the Contract City a period of sixty (60) days from receipt of notice within which to cure such default.

**ARTICLE 16**

**FLORIDA LAW GOVERNS; VENUE IN MIAMI-DADE COUNTY, FLORIDA**

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

**ARTICLE 17**

**TERMINATION**

This Agreement may be terminated upon mutual consent, in writing, between the Contract City and the County.

**ARTICLE 18**

**COUNTERPARTS**

This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original.

**ARTICLE 19**

**INVALIDITY OF PROVISIONS**

Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Manager or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Contract City, has caused this Agreement to be executed by the Manager of the Contract City or his designee, attested by the Clerk of the Contract City's governing body and has caused the seal of the Contract City's governing body to be hereto attached, all on the day and year first written above.

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

ATTEST:  
HARVEY RUVIN,  
Clerk of the Board

By: \_\_\_\_\_  
Daniella Levine Cava  
County Mayor  
Miami-Dade County Florida  
111 N.W. 1st Street, 29th Floor  
Miami, FL 33128

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY BY:  
Dade County Attorney's Office  
111 N.W. 1st Street  
Miami, FL 33128

\_\_\_\_\_  
Assistant County Attorney

CONTRACT CITY

ATTEST:

By: \_\_\_\_\_  
Honorable Orlando Lopez  
Mayor

\_\_\_\_\_

City Clerk

This \_\_\_\_\_ day of \_\_\_\_\_.

[corporate seal]

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_

City Attorney



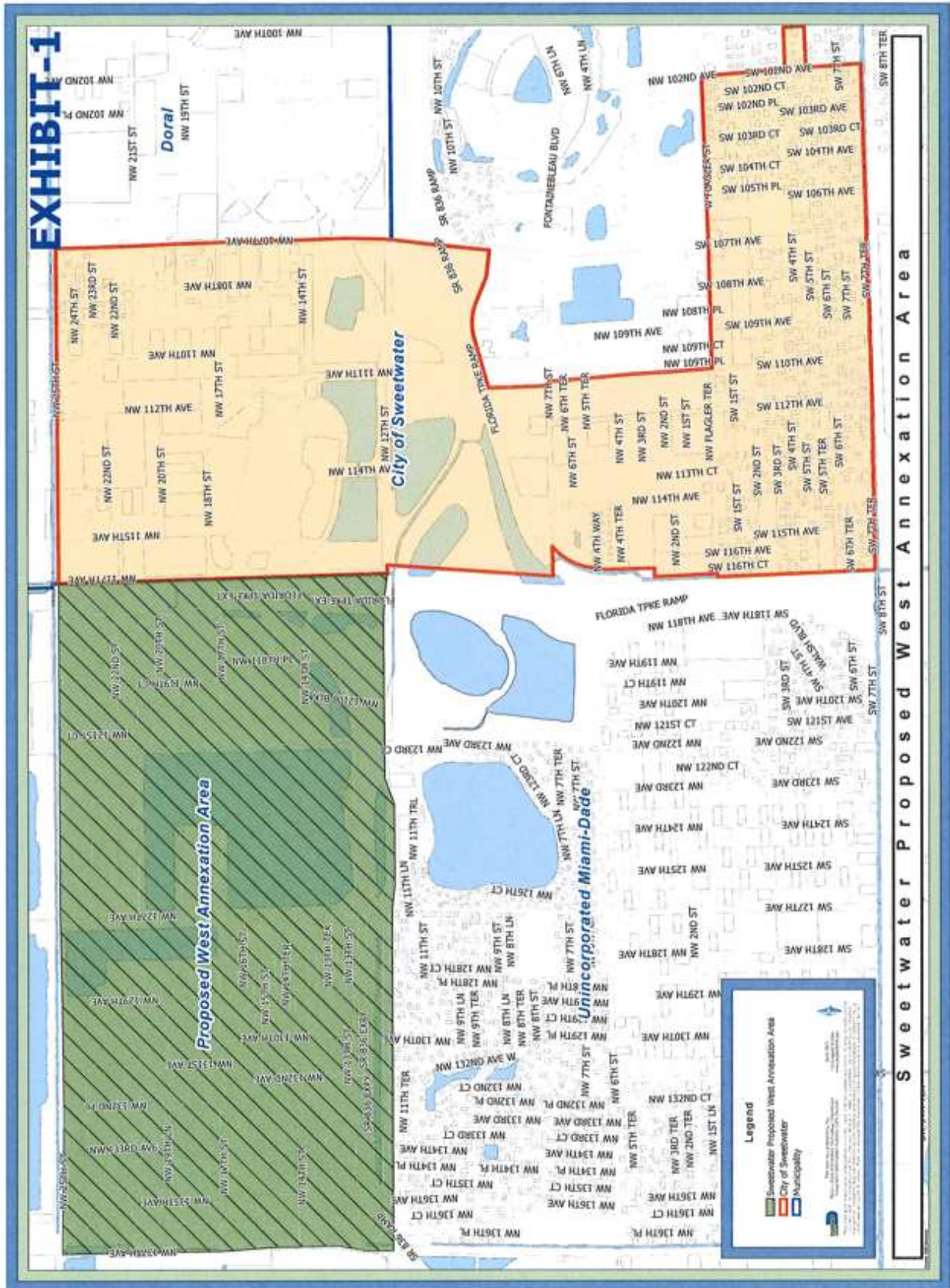
**Exhibit A**

## City of Sweetwater

2021 Annexation Area

A portion of Government Lot 1 lying between Townships 53 and 54 South, Range 39 East, and Sections 35 and 36, Township 53 South, Range 39 East, in Miami-Dade County, Florida, bounded on the North by the North right-of-way line of NW 25 Street, on the East by the City of Sweetwater, on the South by the North right-of-way line of NW 12 Street, and on the West by the centerline of NW 137 Avenue, being more particularly described as follows:

**BEGIN** at the intersection of the North right-of-way line of NW 25 Street with the East line of said Section 36, said point being 60 feet South of the North line of said Section 36, as shown on BEACON TRADEPORT-PHASE II according to the plat thereof recorded in Plat Book 154 at Page 40; thence run South, along the East line of said Section 36, to the intersection with the Easterly prolongation of the North right-of-way line of NW 12 Street, said point of intersection lying 55 feet North of the South line of said Section 36; thence run West, along the North right-of-way line of NW 12 Street, as depicted on Florida Department of Transportation's Right-of-Way Map for State Road 836, Section 87200-2574, dated September 2002, and Limited Access Right-of-Way Sketch for State Road 836 (NW 12 Street) recorded in Map Book 153 at Page 83, also as depicted on DOLPHIN PARK AND RIDE according to the plat thereof recorded in Plat Book 173 at Page 6, IMPERIAL SHORES according to the plat thereof recorded in Plat Book 147 at Page 13, and IMPERIAL VILLAS AT IMPERIAL LAKES according to the plat thereof recorded in Plat Book 147 at Page 10, all recorded in the Public Records of Miami-Dade County, Florida, to the intersection with the East right-of-way line of NW 127 Avenue, said point of intersection lying 40 feet East of the West line of the aforementioned Government Lot 1; thence run North, along said East right-of-way line of NW 127 Avenue, for a distance of 9.24 feet, to the North line of said Government Lot 1 and South line of Section 36, as shown on said Plat Book 147 at Page 10; thence run West, along said South line of Section 36 also being the Easterly prolongation of the North right-of-way line of NW 12 Street, to the SE corner of said Section 35 Township 53 South, Range 39 East; thence continue West, along said North right-of-way line of NW 12 Street, also being the South line of Section 35, to the centerline of NW 137 Avenue, also being the West section line of said Section 35; thence run North, along said centerline, to the intersection with the North right-of-way line of NW 25 Street, said point of intersection being 49 feet South of the North line of said Section 35, as shown on PAN AMERICAN WEST BUSINESS PARK according to the plat thereof recorded in Plat Book 167 at Page 15; thence run East, along said North right-of-way line of NW 25 Street, as shown on said Plat Book and on BEACON LAKES EAGLE according to the plat thereof recorded in Plat Book 168 at Page 77 and BEACON LAKE PHASE 2 according to the plat thereof recorded in Plat Book 165 at Page 80, to the intersection with the West line of said Section 36 as shown on BEACON LAKE WEST according to the plat thereof recorded in Plat Book 167 at page 13; thence continue East, along said North right-of-way line of NW 25 Street, as depicted on said Plat Book and on BEACON LAKES PHASE 1 according to the plat thereof recorded in Plat Book 162 at Page 52 and on BEACON LAKES EAST according to the plat thereof recorded in Plat Book 167 at Page 10, and on BEACON LAKES NORTHEAST according to the plat thereof recorded in Plat Book 172 at Page 38, and along its Easterly extension to a point of intersection with the East line of said Section 36; thence run South, along the East line of said Section 36 to the **POINT OF BEGINNING**.



**SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN  
MIAMI-DADE COUNTY AND CONTRACT CITIES FOR USE OF THE COUNTY  
SOLID WASTE MANAGEMENT SYSTEM**

This Interlocal Agreement ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Miami-Dade County by and through its Board of County Commissioners ("**County**") and the City of Sweetwater by and through its City Commission hereinafter referred to as **Contract City**, to provide for use of the County Solid Waste Management System by the **Contract City** for its municipal solid waste disposal and transfer needs.

**BACKGROUND RECITALS**

**Whereas**, the Miami-Dade County Board of County Commissioners (the "Board") hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County to provide for municipal solid waste disposal and management facilities and services; and

**Whereas**, the **County** desires to maximize the use of its Resources Recovery facility processes and to extend the life of its landfills; and

**Whereas**, the **Contract City** desires to use the County Solid Waste Management System for its municipal solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate as applicable); and

**Whereas**, the **Contract City** desires to use the County Solid Waste Management System to satisfy Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to disposal capacity for municipal solid waste the **Contract City** collects for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement**, and actually disposed of therein; and

**Whereas**, the **County** and the **Contract City** desired to formalize their relationship regarding municipal solid waste disposal responsibilities consistent with the provisions of Section 403.706, Florida Statutes; and

**Whereas**, on March 1, 2012 the **Contract City** and the **County** entered into a twenty (20) year interlocal agreement for use of the County Solid Waste Management system, that remains in effect to date ("**Original Agreement**"); and

Whereas, the **Contract City** and the **County** desire to amend and restate their obligations and rights with respect to the use of the County Solid Waste Management system and therefore intend this Agreement to supersede the Original Agreement, as amended, and

County Resolution No. R-167-13

Contract City Resolution No. \_\_\_\_\_

the Original Agreement will no longer remain in effect following the effective date of this Agreement,

**Whereas**, the amended agreement as stated herein shall be available to all municipalities.

**NOW THEREFORE**, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

The recital clauses are approved by the **Contract City** and the **County** and are incorporated herein by reference.

#### DEFINITIONS

For the purposes of this **Agreement**, the following capitalized words and phrases shall be given the following respective meanings:

**Board** - the Miami-Dade County Board of County Commissioners.

**Change in Law** - after the date of execution of this **Agreement**, (a) the adoption, promulgation, issuance, modification, or change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, of the United States or any state or territory thereof, unless (i) such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental entity or official having jurisdiction, (provided, that it shall not constitute a Change in Law if an administrative regulation existed on the date of execution of this **Agreement** in temporary or proposed form and was treated as generally applicable to transactions of the type contemplated hereby), or (ii) compliance with such law, regulation, rule requirement, ruling or ordinance was provided for in the **Agreement**; (b) the issuance of an order and/or judgment of any governmental entity or official having jurisdiction, to the extent such order and/or judgment constitutes a reversal of a prior applicable order and/or judgment, or an overturning of prior administrative policy or judicial precedent; or (c) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval essential to the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the County Solid Waste Management System facilities or the facilities sites, to the extent such suspension, termination, interruption or failure of renewal is not caused by any action or inaction of the **County** or its contractors (provided that, for the purposes of determining whether a suspension, termination, interruption or failure of renewal was so caused, any reason or finding set forth in writing by the agency responsible for issuance of such permit, license, consent, authorization or approval shall be accorded the rebuttal presumption of accuracy), provided that no change in tax law, change to

County Resolution No. R-167-13

Contract City Resolution No. \_\_\_\_\_

the Internal Revenue Code of 1954 effected by the Tax Reform Act of 1986 (to the extent applicable on the date of this **Agreement**), change in foreign law, change in law which adversely affects the **County's** legal rights as a licensee, grantee, owner, or user of any patent or other "know-how" in respect of proprietary technology intended to be utilized by it in performing its obligations under this **Agreement** shall constitute a change in law for any purposes of this **Agreement**.

**Concurrency** - provision of certain public facilities specified in the State of Florida Local Government Comprehensive Planning and Land Development Regulation Act ("the Act") (specifically, Chapter 163, Part II, Section 163.3180 F.S.) by (a) county (ies), or (a) municipality (ies) or a combination thereof, at a specified level-of-service stated in the Capital Improvements Element of the comprehensive plan for the applicable jurisdiction(s), adopted pursuant to the Act.

**Contract Cities** – a municipal corporation or corporations existing under the laws of the State of Florida, that enter into this **Agreement** with the **County**. For the purpose of this **Agreement**, the unincorporated areas of Miami-Dade County as geographically configured on February 16, 1996 shall be considered a **Contract City**.

**County** – Miami-Dade County, Florida by and through its Board of County Commissioners.

**County Disposal Fee** - the fee charged to dispose of municipal solid waste or solid waste at County-owned disposal facilities or facilities operated under contract with the **County** for municipal solid waste or solid waste disposal.

**County Solid Waste Management System** - The aggregate of those solid waste management facilities owned by or operated under contract with Miami-Dade County, which shall include the North Dade Landfill (21500 NW 47<sup>th</sup> Avenue), South Dade Landfill (23707 SW 97<sup>th</sup> Avenue), Resources Recovery Facility (6990 NW 97<sup>th</sup> Avenue), Waste Management of Florida, Inc. Landfill in the City of Medley, Florida (9350 NW 89<sup>th</sup> Avenue), Northeast Transfer Station (18701 NE 6<sup>th</sup> Avenue), Central Transfer Station (1150 NW 20<sup>th</sup> Street) and West Transfer Station (2900 SW 72<sup>nd</sup> Avenue), and other such facilities as may be added to or deleted from this listing from time to time, by the County Mayor at his/her sole discretion. Such additions or deletions may be made by use of an attachment hereto without need for formal amendment to this **Agreement**.

**Director** - the Director of the Solid Waste Management Department or his/her designee.

**Exclusive Franchise or License** - (a) contract(s) between a **Contract City** and a (limited number of) third party contractor(s) for the right and privilege to collect municipal solid waste or solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, within (a) designated service area(s) under the terms of which the contractor(s) pay(s) the **Contract City** a fee.

County Resolution No. R-167-13

Contract City Resolution No. \_\_\_\_\_

**Fiscal Year** - the period beginning October 1 of each year and ending September 30 of the subsequent year.

**Force Majeure** - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, tornado, hurricane, flood or similar occurrence, strike, and act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this **Agreement**, which by the exercise of due diligence the party relying thereon as justification for not performing any obligation under this **Agreement** shall not have been able to avoid, and which is not the result of a willful or negligent action or omission of such party.

**Municipal Solid Waste (MSW)** – all discarded materials or substances, exclusive of source-separated recyclable materials, which the **Contract City** collects for disposal or is collected for it by third parties under contract with the **Contract City** for disposal including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form. This definition is not intended to include any waste collected by any entity whose sole relationship with the Contract City is a franchise or license and which entity does not collect any waste on behalf of the Contract City. In addition, this definition is not intended to include waste collected at any city owned facility.

**Non-Exclusive Franchise or License** - a regulatory program under which an unlimited number of solid waste haulers are given the right and privilege to collect solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, under the terms of which each hauler pays the **Contract City** a fee.

**Short -Term Disposal** - delivery of solid waste to the County Solid Waste Management System for disposal without having a minimum ten (10) year waste disposal agreement with the **County**.

**Short -Term Disposal Fee(s)** - the higher fee(s) paid by private haulers or municipalities for Short-Term disposal of solid waste in the County Solid Waste Management System.

**Solid Waste** – all discarded materials or substances, exclusive of source-separated recyclable materials, including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form, which materials or substances are not collected by or on behalf of a **Contract City**.

County Resolution No. R-167-13  
Contract City Resolution No. \_\_\_\_\_

**Source-Separated Recyclable Materials** - materials separated from municipal solid waste or solid waste at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to: clean yard trash, aseptic and gable-top containers, corrugated cardboard, magazines, mixed waste paper, newspapers, telephone books, household batteries, glass containers, plastic containers, steel cans and aluminum cans, and other source-separated recyclable materials as may be approved for addition to this listing from time to time by the County Mayor or his/her designee, which approval shall not be unreasonably withheld; such additions may be made by use of an attachment hereto without need for formal amendment to this **Agreement**.

**Transfer Fee** - the fee charged to transfer municipal solid waste or solid waste from County Solid Waste Management System transfer stations to County Solid Waste Management System disposal facilities.

### **ARTICLE 1**

#### **CONSTRUCTION OF INTERLOCAL AGREEMENT**

The word "shall" as used in this **Agreement** shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

### **ARTICLE 2**

#### **RESPONSIBILITIES OF THE COUNTY**

A. **Provision of Disposal Capacity.** The **County** shall provide MSW disposal capacity (and transfer, as applicable) for the MSW which each **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement**. The provision of MSW disposal services under this **Agreement** shall comply with all applicable state and federal laws.

B. **Disposal Capacity for Concurrency.** The **County** shall maintain sufficient MSW disposal capacity in the County Solid Waste Management System to comply with Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to MSW disposal capacity for the MSW which the **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement**, and actually disposed of therein.

C. **Standardization of Agreement.** The terms of this **Agreement** shall be substantially the same for all Contract Cities.

### **ARTICLE 3**

#### **RESPONSIBILITIES OF THE CONTRACT CITY**

A. **Delivery of MSW to County.** The **Contract City** shall deliver all the MSW it collects or is collected for it for disposal, to a County Solid Waste Management System facility(ies) at

County Resolution No. R-167-13

Contract City Resolution No. \_\_\_\_\_

Disposal Fee rates as specified herein. Delivery of MSW by **Contract City** to the Waste Management Inc. of Florida landfill in Medley, Florida shall be permitted for the term of this agreement; provided that, (1) the **County's** agreement with Waste Management Inc. of Florida, dated July 31, 1998, is in effect, (2) the landfill is accepting MSW for disposal, and (3) MSW from (a) **Contract City(ies)** is not needed at the Resources Recovery facility, as determined by the Director, in his/her sole discretion.

The Director may identify particular facilities to which the **Contract City** shall deliver its MSW subject to the following:

- (i) The **Contract City** may deliver its MSW to a **County** transfer facility(ies) if the applicable transfer fee is paid to the **County**.
- (ii) At no time during the term of this **Agreement** shall a **Contract City** be required to deliver MSW to a **County** transfer facility unless the County Disposal Fee is the same at all County Solid Waste Management System facilities.
- (iii) The **Contract City** shall not be directed to deliver its MSW to a disposal facility which is farther from the **Contract City's** boundaries than the closest county-owned disposal facility.
- (iv) The **Contract City** shall not be directed to deliver its MSW to a transfer facility which is farther from the **Contract City's** boundaries than the closest county-owned transfer facility. In no case shall the **Contract City** be required to deliver its MSW to a County Solid Waste Management System facility which is farther than twenty (20) miles from the **Contract City's** nearest boundary in order to take full advantage of its rights under this **Agreement**.
- (v) Regardless of the operating status of the County's Resources Recovery Facility, the **Contract City** shall be entitled to dispose of MSW at the Facility and to pay the regular disposal rate that applies to **Contract Cities**, which shall be the County's lowest rate for MSW disposal, for the term of this **Agreement**.

**B. Use of Other Facilities Prohibited.** The **Contract City** shall not deliver any MSW it collects or is collected for it for disposal to a solid waste disposal or transfer facility other than a County Solid Waste Management System facility for the term of this **Agreement**. The **Contract City** shall not deliver any MSW it collects or is collected for it, to a materials recovery or recycling facility for the term of this **Agreement**.

Notwithstanding the foregoing, in the event that the **County** approves an operating permit for a solid waste disposal or transfer facility located within Miami-Dade County:

Other than:

County Resolution No. R-167-13

Contract City Resolution No. \_\_\_\_\_



- (i) A facility that is a part of the County Solid Waste Management System;
- (ii) A facility that is used exclusively to facilitate the delivery of MSW to County Solid Waste Management System facilities; or
- (iii) A facility that is subject to a solid waste disposal agreement with the County, which agreement shall not allow acceptance of third-party waste either by agreement or regulation;

Then in that case:

the **Contract City** shall have the option to either pursue a permit for operation of a solid waste disposal or transfer facility for all or a portion of its MSW disposal needs or deliver all or a portion of its MSW to the permitted solid waste disposal or transfer facility(ies) that meets the criteria established herein, provided however that any portion of the **Contract City's** MSW that is not so disposed must continue to be delivered to the **County** pursuant to the terms of this **Agreement**.

**C. Hauler Contracts.** The **Contract City** shall include in any MSW collection contracts with Solid Waste haulers, or amendments to such contracts, which it executes, renews or extends after the date of this **Agreement**, a provision that all MSW collected for the **Contract City** shall be delivered to a County Solid Waste Management System facility for disposal. This provision shall apply to exclusive franchise or license agreements with Solid Waste haulers to collect MSW on the **Contract City's** behalf. This provision shall not apply to a non-exclusive franchise or license to haul Solid Waste that is not collected on the **Contract City's** behalf.

**D. Disposal and Transfer Fees.** The **Contract City** shall pay a Disposal Fee (and a Transfer Fee, as applicable) for each ton of MSW delivered to the County Solid Waste Management System for disposal. As of October 1, 2021, the **Contract City** shall pay a Disposal Fee of sixty-six dollars and twelve cents (\$66.12) per ton to the **County** for disposal of MSW delivered to County Solid Waste Management System facilities. This Disposal Fee shall be established by separate administrative order, which shall not become effective until approved by the Board. As applicable, as of October 1, 2021 the **Contract City** shall pay a Transfer Fee of fourteen dollars and forty-six cents (\$14.46) per ton to the **County** for transfer of MSW delivered to County Solid Waste Management System transfer facilities. This Transfer Fee shall be established by separate administrative order, which shall not become effective until approved by the Board. The Disposal Fee and Transfer Fee may be increased or decreased for inflation or deflation beginning on October 1, 2022, and on the first day of each Fiscal Year thereafter, relative to increases or decreases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States (CPI) for the prior period of July 1 through June 30. Such CPI increases or decreases shall be capped at four percent (4%) per year for the term of this **Agreement**. In the event that the actual CPI increase or decrease exceeds the four percent (4%) cap in a given Fiscal Year, the amount of

County Resolution No. R-167-13

Contract City Resolution No. \_\_\_\_\_

CPI increase or decrease above or below the four percent (4%) cap shall be applied to CPI increases or decreases in future years when the CPI increase or decrease is less than four percent (4%). The Disposal Fee and Transfer Fee shall not otherwise increase, unless as required by Change in Law, as defined herein, which may occur at any time during the term of this **Agreement**. The **County** shall notify the **Contract City** of proposed Disposal Fee and Transfer Fee adjustments on the basis of change in law. The disposal fee or Transfer Fee increase based on Change in Law shall fully compensate the **County** for its increased costs. Each **Contract City** shall pay prevailing disposal fees for waste materials for which the **County** charges other than the **County** Disposal Fee for the entire term of this **Agreement**, including, without limitation, tires and asbestos, if provided to the **County** for disposal.

E. **Terms of Payment**. The **County** shall invoice the **Contract City** for Disposal Fees, based on **County** weighing records, by means of First Class U.S. Mail, within five (5) days of the last day of each month, commencing in the first month after the effective date of this **Agreement**, and continuing monthly thereafter for the term of this **Agreement**. In accordance with Section 218.74(2), Florida Statutes, as amended from time to time, payment of Disposal Fees owed to the **County** shall be due from, and payment shall be made by, **the Contract City** forty-five (45) days from the date of receipt of the **County's** monthly invoice.

F. **Dispute on Invoicing**. In the event of a dispute on invoicing, the **Contract City** shall first pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of receipt of the disputed invoice, give written notice of the disputed invoice to the **County**. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The County Mayor or his/her designee shall confer with the **Contract City** and the County Mayor or his/her designee shall resolve the dispute not later than sixty (60) days after the date upon which the disputed invoice was received. Should the **Contract City** disagree with the determination of the County Mayor or his/her designee, it may pursue any remedy at law except withholding payment.

**ARTICLE 4**  
**WEIGHING RECORDS**

The **County** shall cause all **County** Solid Waste Management System facilities to operate and maintain motor truck scales calibrated to the accuracy required by Florida law and to weigh all vehicles delivering MSW. Each vehicle delivering MSW from the **Contract City**, or its contract hauler, shall have its tare weight and cubic yard capacity permanently and conspicuously displayed on the exterior of the vehicle. The **County** or its contractor may, from time to time, require revalidation of the tare weight of any vehicle. The **Contract City** shall provide the **County** with information about each private hauler delivering MSW on its behalf to include: name and address, make, body type and motor vehicle registration number of each vehicle used for such purpose. All such haulers shall have and maintain a valid **County** solid waste hauler permit in accordance with Section 15-17 of the Code of Miami-Dade County, as amended from time to time.

County Resolution No. R-167-13  
Contract City Resolution No. \_\_\_\_\_

The **County** will supply the **Contract City** with monthly weighing records as may be reasonably required by the **Contract City** to administer its waste collection program. Copies of all transaction tickets will be maintained by the **County** for at least two (2) years. If weighing scales are inoperable or are being tested, the facility operator shall estimate the quantity of MSW delivered using a schedule of estimated waste material weights in accordance with Section 15-25, Subsections (b) and (d) of the Miami-Dade County Code, as amended from time to time. The estimates shall take the place of actual weighing records, when the scales are not operational. The **County** shall use reasonable efforts to maintain the scales in an operable and accurate weighing condition.

#### **ARTICLE 5**

##### **SHORT-TERM DISPOSAL**

The **Contract City** agrees that the County Solid Waste Management System may accept Solid Waste on a Short-Term Disposal basis from private or municipal haulers, so long as the capacity to receive MSW delivered on behalf of the **Contract City** is not impaired, and provided that such haulers shall pay (a) Short-Term Disposal Fee(s) of at least ten percent (10%) above that charged to **Contract Cities**. The (a) Short-Term Disposal Fee(s) shall be established by separate administrative order, which shall not become effective until approved by the Board. All Disposal Fee revenues generated pursuant to this **Agreement** shall be used to pay County Solid Waste Management System costs. This provision shall not inhibit the **County** from entering into agreements with private haulers for delivery of Solid Waste to **County** disposal facilities (with the exception of agreements for delivery of Solid Waste collected by (a) private hauler(s) under contract with any municipality that is not a party to this **Agreement**, which shall be prohibited), the minimum duration of which shall be ten (10) years, provided that the **County** shall not offer (a) Disposal Fee(s) less than that agreed to herein by the **Contract City** to any private hauler for the term of this **Agreement**.

#### **ARTICLE 6**

##### **RELATIONSHIPS OF THE PARTIES**

Nothing in this **Agreement** shall be deemed to constitute any party a partner, agent or local representative of the other party or to create any type of fiduciary responsibility of any kind whatsoever between the parties. The obligations to this **Agreement** are not joint; the obligations are separate and several between the **Contract City** and **County**.

#### **ARTICLE 7**

##### **HEADINGS**

Captions and headings in this **Agreement** are for ease of reference only and do not constitute a part of this **Agreement** and shall not affect the meaning or interpretation of any provisions herein.

County Resolution No. R-167-13

Contract City Resolution No. \_\_\_\_\_

**ARTICLE 8**

**DURATION OF AGREEMENT**

The term of MSW deliveries by the **Contract City** to the **County** under this **Agreement** shall commence with the date of execution and shall remain in effect up to and including December 31, 2041. The new **Agreement** supersedes and replaces the prior agreement, entered into on March 1, 2012, and shall govern all of the disposal in the **Contract City** moving forward. The **Agreement** shall be executed and approved by resolution of the **Contract City's** governing body and shall become effective upon execution by the **County**. A copy of the resolution of approval shall be transmitted to the County Mayor within five (5) days following the date of each **Contract City's** approval.

**ARTICLE 9**

**AGREEMENT GOVERNS; ENTIRE AGREEMENT**

This **Agreement** shall govern and supersede any other Interlocal agreement between the **Contract City** and the **County** with regard to use of the County Solid Waste Management System. This writing embodies the entire **Agreement** and understanding between the parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

**ARTICLE 10**

**REPRESENTATIONS OF THE COUNTY**

The **County** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the **County**, and (B) it has the required power and authority to perform this **Agreement**.

**ARTICLE 11**

**REPRESENTATIONS OF THE CONTRACT CITY**

The **Contract City** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the Governing Body of the **Contract City**, and (B) it has the required power and authority to perform this **Agreement**.

**ARTICLE 12**

**APPROVALS AND NOTICES**

All notices, consents and other communications required, permitted or otherwise delivered under this **Agreement** shall be in writing and be delivered either by hand with proof of delivery or mailed by first class United States certified or registered mail, with return receipt requested, postage prepaid, and in any case shall be addressed as follows:

To County -  
Miami-Dade County  
Office of the Mayor  
Stephen P. Clark Center  
111 NW 1st Street  
Miami, Florida 33128

County Resolution No. R-167-13  
Contract City Resolution No. \_\_\_\_\_

To Contract City -  
City of Sweetwater  
500 S.W. 109 Avenue  
Sweetwater, FL 33174  
Attention: Honorable Orlando Lopez  
Mayor

Changes in the respective addresses above may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch, notices and consents given by any other means shall be deemed to have been given when received.

### **ARTICLE 13**

#### AMENDMENT TO AGREEMENT

This **Agreement** may be modified, altered or amended only by a written amendment duly executed by the parties hereto, and approved by the governing body of each party. Any oral representations or modifications concerning this **Agreement** shall be of no force or effect.

### **ARTICLE 14**

#### NON-ASSIGNMENT

In no case shall the **Contract City** assign, transfer, convey or otherwise hypothecate any interest, rights, duties, or obligations hereunder, or any part thereof. In the event the **Contract City** attempts to assign, transfer, convey or otherwise hypothecate this **Agreement** or the **Contract City's** rights, duties or obligations hereunder, or any part thereof, the **County** may at its option, terminate this **Agreement** with respect to the **Contract City**.

### **ARTICLE 15**

#### RIGHTS OF OTHERS

Nothing in this **Agreement**, either express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this **Agreement**.

### **ARTICLE 16**

#### WAIVER

There shall be no waiver of any right related to this **Agreement** unless that such waiver is in writing signed by the party waiving such right. No delay or failure to exercise a right under this **Agreement** shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular rights waived and shall not be deemed a waiver of the same right at a later time of any other right under this **Agreement**.

County Resolution No. R-167-13  
Contract City Resolution No. \_\_\_\_\_

**ARTICLE 17**  
FORCE MAJEURE

Neither party hereto shall be liable for its failure to carry out its obligations under this **Agreement** during any period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligations of the party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a Force Majeure delay has commenced within five (5) working days after such commencement. If there exists good cause for failure to give such notice, such failure shall not prejudice any party's right to justify any non-performance as caused by Force Majeure, unless the failure to give timely notice causes material prejudice to the other party.

**ARTICLE 18**  
COUNTY EVENT OF DEFAULT

The failure by the **County** to substantially fulfill any of its material obligations in accordance with this **Agreement**, unless excuses are justified by Force Majeure, shall constitute a "**County** event of default". If a **County** event of default should occur, the **Contract City** shall have all of the following rights and remedies which each may exercise singly or in combination: 1. the right to declare that this **Agreement**, together with all rights granted to the **County**, hereunder are terminated, effective upon such date as is designated by the **Contract City**; 2. any and all other rights provided under federal laws and the laws of the State of Florida. 3. in any event, the **County** shall maintain responsibility for any debts owed to the **Contract City** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **Contract City** shall not terminate this **Agreement** for a "**County** event of default" unless the **Contract City** first give(s) the **County** written notice of intent to terminate specifying the alleged default, and providing the **County** a period of sixty (60) days from receipt of notice within which to cure such default.

**ARTICLE 19**  
CONTRACT CITY EVENT OF DEFAULT

Without limitation, the failure by the **Contract City** to substantially fulfill any of its material obligations in accordance with this **Agreement**, unless excuses are justified by Force Majeure, shall constitute a "**Contract City** event of default". If a **Contract City** event of default should occur, the **County** shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that all rights granted to the **Contract City** hereunder are terminated, effective upon such date as is designated by the **County**; 2. any and all rights provided under federal laws and the laws of the State of Florida. 3. in any event, the **Contract City** shall maintain responsibility for any debts owed to the **County** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **County** shall not terminate this **Agreement** for a "**City** event of default" unless the **County** first gives the **Contract City** written notice of intent to terminate specifying the

County Resolution No. R-167-13  
Contract City Resolution No. \_\_\_\_\_

alleged default, and providing the **Contract City** a period of sixty (60) days from receipt of notice within which to cure such default.

**ARTICLE 20**

FLORIDA LAW GOVERNS; VENUE IN MIAMI-DADE COUNTY, FLORIDA

This **Agreement**, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

**ARTICLE 21**

TERMINATION

This **Agreement** may be terminated upon mutual consent, in writing, between the **Contract City** and the **County**.

**ARTICLE 22**

COUNTERPARTS

This **Agreement** may be executed in one or more counterpart(s), each of which shall be deemed an original.

**ARTICLE 23**

INVALIDITY OF PROVISIONS

Should any provision, paragraph, sentence, word or phrase contained in this **Agreement** be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and this **Agreement** shall remain in full force and effect.

County Resolution No. R-167-13

Contract City Resolution No. \_\_\_\_\_

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this **Agreement** to be executed in its name by the County Mayor or his/her designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the **Contract City** has caused this **Agreement** to be executed in its name by the Manager/Mayor of the **Contract City** or his/her designee, attested by the Clerk of the **Contract City's** governing body and has caused the seal of the **Contract City's** governing body to be hereto attached, all on the day and year first written above.

Attest: HARVEY RUVIN,  
Clerk of the Board

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Daniella Levine Cava  
County Mayor  
Miami-Dade County Florida  
111 N.W. 1st Street, 29th Floor  
Miami, FL 33128

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY BY:  
Miami-Dade County Attorney's Office  
111 N.W. 1st Street  
Miami, FL 33128

\_\_\_\_\_  
Assistant County Attorney

County Resolution No. R-167-13  
Contract City Resolution No. \_\_\_\_\_



CONTRACT CITY

\_\_\_\_\_,  
a Florida Municipal Corporation

ATTEST:

By:

\_\_\_\_\_

\_\_\_\_\_  
Honorable Orlando Lopez,  
Mayor

This day of \_\_\_\_\_, 20\_

\_\_\_\_\_

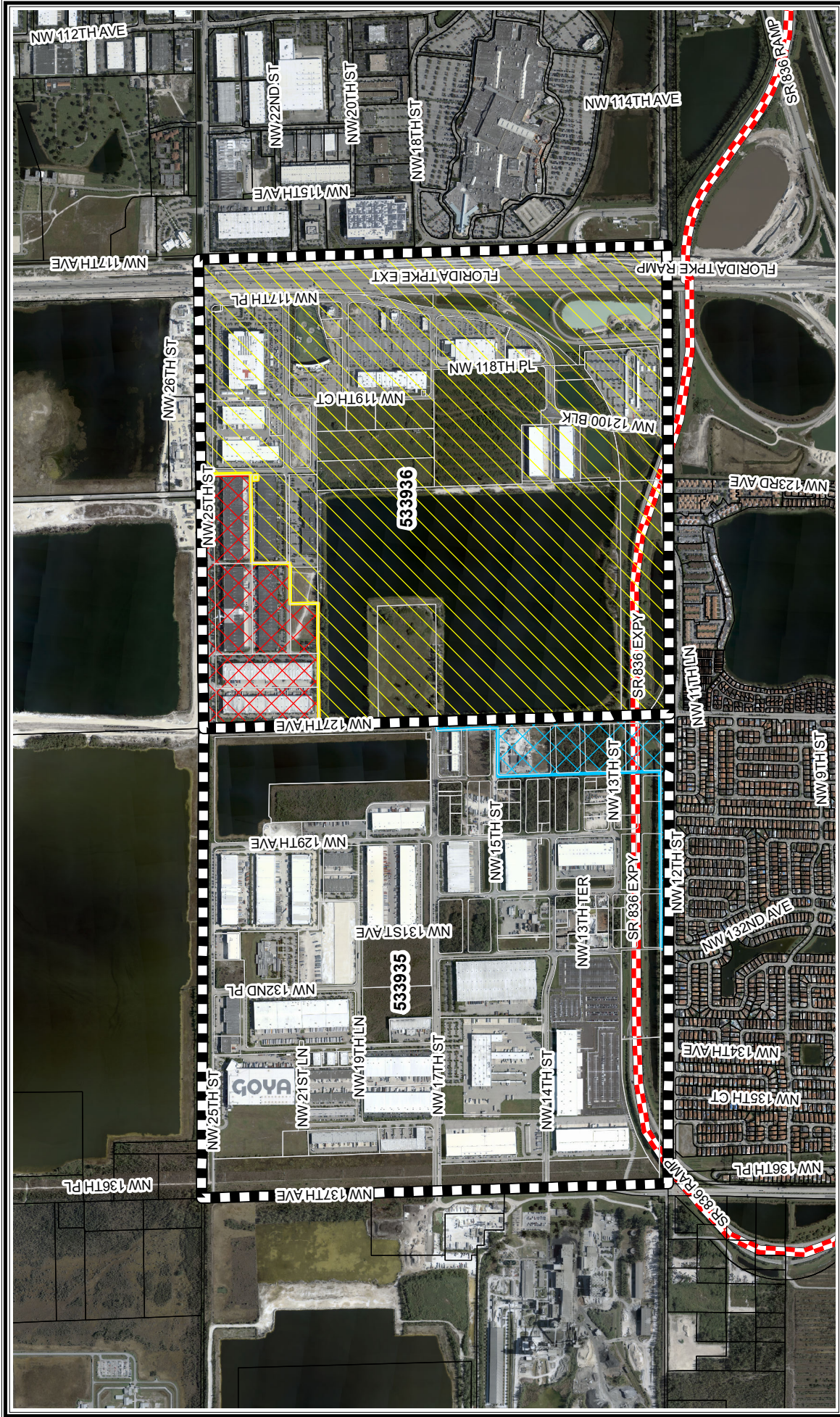
[corporate seal]

APPROVED AS TO INSURANCE  
REQUIREMENTS:




APPROVED AS TO FORM AND  
CORRECTNESS:

County Resolution No. R-167-13  
Contract City Resolution No. \_\_\_\_\_

AREA OR FACILITY OF COUNTYWIDE SIGNIFICANCE



Legend

-  Area Previously Designated as Area or Facility of Countywide Significance, to Remain Under Miami-Dade County Regulatory Jurisdiction
-  Area to be Designated as Area or Facility of Countywide Significance, to Remain under Miami-Dade County Regulatory Jurisdiction
-  Area Previously Designated but to be removed as Area of Countywide Significance

