



## **CITY OF MIAMI SPRINGS, FLORIDA**

**Mayor Xavier M. Garcia**


**Vice Mayor Bob Best  
Councilwoman Roslyn Buckner**

**Councilman Billy Bain  
Councilman Jaime Petralanda**

*Decorum: "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."*

### **CITY COUNCIL SPECIAL MEETING AGENDA Thursday, July 30, 2015 – 5:01 p.m. City Hall, Council Chambers, 201 Westward Drive**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Vice Mayor Best  
  
**Salute to the Flag:** Audience participation
- 3. Resolution** – A Resolution Of The City Council Of The City Of Miami Springs Setting The Tentative Operating Millage Levy For Fiscal Year 2015-2016; Setting Time, Date And Place For Public Hearings On The Proposed 2015-2016 Budget And Tentative Millage Rate
- 4. Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Authorizing The Approval Of The Second Amended And Restated Interlocal Agreement Between Miami-Dade County And Contract Cities For Use Of The County Solid Waste Management System; Authorizing The City Manager To Execute The Agreement; And Providing For An Effective Date.
- 5. Consent Agenda –**
  - A) Approval of City Attorney's Invoice for June 2015 in the Amount of \$13,493.25
- 6. Adjourn**

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Live streaming video of this meeting is available at <http://www.miamisprings-fl.gov/webcast>.

Anyone wishing to obtain a copy of an agenda item may contact the City Clerk at (305) 805-5006, download the complete agenda packet from [www.miamisprings-fl.gov](http://www.miamisprings-fl.gov) or view the materials at City Hall during regular business hours.

Pursuant to Florida Statute 286.0114, the City Council provides the public with a reasonable opportunity to be heard on all matters.

If any person decides to appeal any decision of this Board with respect to any matter considered, s/he will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made (F. S. 286.0105), all of which the City does not provide.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the City Clerk, 201 Westward Drive, Miami Springs, Florida 33166. Telephone: (305) 805-5006, no later than (7) days prior to the proceeding.

Pursuant to Sec. 2-11.1 (S) of the Miami-Dade County Code and Miami Springs Code of Ordinances Chapter 33 - §33-20, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk.



# AGENDA MEMORANDUM

**Meeting Date:** 7/30/2015

**To:** Mayor and Council

**From:** Ron Gorland, City Manager  
William Alonso, Assistant City Manager/ Finance Director

**Subject:** FY2015-16 Millage Setting Meeting

The July 1 property value assessment was 985,740,313 or over \$7.7 million higher than the June 1<sup>st</sup> assessment and almost \$40 million higher than the prior year's assessment. This represents approx. \$286,000 in net additional ad valorem revenues for next year at the current millage rate.

In order to prepare for this millage setting meeting, we have prepared a budget analysis (see page 3) which shows the following:

1. At the current millage rate of 7.6710, the budget will provide a surplus of \$133,930. This scenario also includes the funding requirements detailed below.
2. At a millage of 7.5280, the budget would be balanced but will generate no surplus.
3. At the "rollback" rate of 7.2477, the budget would show a deficit of \$262,471. This budget would require cost reductions in order to balance it.

**The Administration recommends setting the millage cap at 7.6710 in order to provide Council the flexibility to make budget decisions during our upcoming workshops.**

The total **General fund** budget is \$15,523,785 of which \$9,894,929 or 63.7% represents employee salary and benefits. This leaves \$5,628,856 to cover all other city needs.

**Following are the more significant budget assumptions:**

1. The initial Proposed Budget maintains the millage at the current 7.6710, provides a surplus, and assumes no new outsourcing of services, a slight increase in net staff (described below), and no reduction in services. Additionally, for FY2015-16 the Building function has been reclassified to its own Special Revenue fund and is no longer part of the General fund.
2. The Aetna renewal for next year is 18.5% higher. After discussions with our Consultant, we decided to issue an RFP for health insurance benefits. This process will take a few more weeks

and we expect to have a recommendation in early August. We will keep you informed in the next few weeks.

3. The FY15-16 includes approx. \$ 456,385 debt service for the new aquatic facility.
4. The cost of living has increased 8.7% since FY2011. During these last five years, the General Employees received a COLA increase of 3% in FY2011 and no other increases until FY2014 when a 4% one-time bonus was approved for General Employees earning less than \$50K a year. This “bonus” was for one year and was to be re-approved annually during the budget process and would not increase the pay ranges for that position. Department heads have not received a net increase since FY2011. The city’s staffing levels have decreased from 128 fulltime employees in FY2011 to 116 for the current year. As such, page 4 contains a section labeled “Other Personnel Changes Proposed” that detail some needed personnel changes included in the proposed budget. In summary these involve an additional Administrative position in Public Works to replace the position that will be departing due to retirement within next fiscal year, an across the Board 3% COLA for all General employees (except the City Manager, Assistant City Manager, City Clerk, and the Building Official), the re-funding of the vacant Lieutenant position, continuing the 1% reduction in police pension contribution, two new positions for the pool operation, two new positions in Public Works-Streets division, and two positions in golf maintenance. Please refer to page 4 since some of these are cost neutral.

The General Fund budget includes approx. \$101,168 for a 4% one-time Bonus for the 59 General Employees earning under \$50,000. The General Fund impact is \$76,658, while \$24,510 will impact the city’s two Enterprise Funds. **We are requesting that this 4% Bonus become permanent.**

5. The Police budget includes retirement payouts in an amount of approx. \$152,500 for four Officers while the Finance budget includes \$64,500 in retirement payouts for two employees.
6. Budget assumes a 1% cost of living increase for all operating expenditures (e.g.: fuel, utilities, supplies, etc.)
7. This General Fund budget request also contains approximately \$223,927 in police vehicles, city-wide infrastructure including city hall air conditioner coil replacement (see Page 7).
8. Budget includes \$45,000 for the City’s lobbyist.
9. The projected loss at the golf course is approx. \$269,077 (compared to the \$335,025+ loss budgeted for the current year).
10. Council budget includes a \$10,000 request for the City’s 90<sup>th</sup> birthday celebration, \$35,000 funding request from CMI for next fiscal year, and \$6,000 request from the Historic Museum for storage costs.

Page 5 lists some budget considerations that are not included in the base budget discussed above but are presented for Council discussion and consideration, some of the items include golf course restroom renovations and other departmental needs. I have also included Page 6 to this memo which shows that at present there is \$696,880 in designated fund balance which includes \$500,000 for an additional Hurricane Contingency.

**CITY OF MIAMI SPRINGS**  
**FY2015-16 PROPOSED BUDGET ANALYSIS**

	<u>Millage</u>	<u>Dollars</u>
<b>Core service budget for current operations</b>	<b>6.7176</b>	<b>\$14,630,653</b>
<b>Plus add in the following non-core services budget items:</b>		
<b><u>Personnel budget proposals:</u></b>		
1) Funding vacant Lieutenant position (see page 4)	0.1367	\$128,010
2) Across the Board 3% COLA exc. For certain positions (see page 4)	0.1153	\$108,016
3) Continue the 15% police pension contribution	0.0160	\$15,000
4) Renewal of 4% BONUS from prior years employees earning <\$50K	0.0818	\$76,658
5) Promotional increases to five key positions (see page 4)	0.0166	\$15,530
6) Adminstrative position in Public Works	0.0382	\$35,812
<b><u>Other non-core budget items:</u></b>		
6) Purchase of new police vehicles (see page 7)	0.1825	\$170,977
7) City hall a/c coil replacement (see page 7)	0.0565	\$52,950
8) City lobbyist cost	0.0480	\$45,000
9) CMI subsidy	0.0374	\$35,000
10) Historic Museum subsidy	0.0064	\$6,000
11) All city events budget		
Other events	0.0085	\$8,000
Stafford Golf Tournament	0.0021	\$2,000
Police Appreciation Dinner	0.0021	\$2,000
Installation Dinner	0.0013	\$1,250
River Cities Festival	0.0053	\$5,000
FLA League ad	0.0011	\$1,000
City 90th Birthday	0.0107	\$10,000
Employee Luncheon	0.0032	\$3,000
Two annual car shows	0.0032	\$3,000
Optimist BBQ	0.0021	\$2,000
12) Tennis program	0.0160	\$15,000
13) Pelican Theatre subsidy	0.0192	\$18,000
<b>Surplus at 7.6710 millage</b>	<b>0.1430</b>	<b>\$133,930</b>
<b>Total General Fund Budget at 7.6710</b>	<b>7.6710</b>	<b>\$15,523,785</b>
<b>Total General Fund Budget with no surplus</b>	<b>7.5280</b>	<b>\$15,523,785</b>
<b>Budget at Rollback Rate has a defcirt of \$262,471</b>	<b>7.2477</b>	<b>\$15,523,785</b>

CITY OF MIAMI SPRINGS  
PERSONNEL CHANGES FOR FY2015-16 BUDGET

Personnel Changes Proposed: (THESE ITEMS ARE INCLUDED IN THE PROPOSED BUDGET)

Current Position	Current Salary	Current Pay Grade	Current Pay Range	Proposed Position	Proposed Pay Grade	Proposed Pay Range	Proposed Salary	Amount of Increase (\$)	Amount of Increase (%)
Professional Services Supervisor	\$56,406.00	PG-37	47136-69905	Professional Services Manager	PG-37	47136-69905	\$59,226.30	\$2,820.30	5%
Police Senior Administrative Specialist	\$53,252.00	PG-29	38356-56406	Police Senior Administrative Specialist	PG-29	38356-56406	\$55,914.60	\$2,662.60	5%
Golf Superintendent	\$69,360.00	PG-37	47136-69905	Golf Maintenance Manager	PG-40	49767-73805	\$72,828.00	\$3,468.00	5%
Building Specialist II	\$33,849.00	PG-22	32547-48264	Building Specialist III	PG-22	32547-48264	\$35,541.45	\$1,692.45	5%
Human Resource Specialist II	\$43,815.00	PG-31	42130-62047	Human Resource Specialist III	PG-31	42130-62047	\$46,005.75	<u>\$2,190.75</u>	5%
								<b>Cost of salary increases</b>	<b>\$12,834.10</b>
								<b>Fully burdened cost</b>	<b>\$15,529.26</b>
								<b>Millage Impact</b>	<b>0.0166</b>

**Millage**

**Impact      Budget Impact**

- 1) Police is filling the vacant Lieutenant position 0.1367    \$128,010.00 Fully burdened
- 2) There are two full time positions added in Recreation-Pool Division, one Aquatic Supervisor and one Head Lifeguard 0.0424    \$39,676.00 This is cost for 4 months (June-Sept 2016)
- 3) PW Streets is adding two full time position in order to bring back inhouse the citywide landscaping currently outsourced -0.0192 Savings of \$18,000
- 4) Golf Maintenance is adding two full time positions that are currently being provided by the outsource company, one is a head mechanic and the other an assistant superintendent 0.0000 None since cost will be offset by reduction in outsource costs
- 5) The 4% COLA that has been provided to all general employees earning less than \$50,000 for the past two years is to be made permanent going forward instead of having it be approved each year during budget process. This only brings those employees to status quo from last year and is not an additional increase. By not approving this BONUS this year those affected 0.0819    \$76,658.00
- 6) A 3% COLA to all Directors and General Employees (excluding City Manager, Asst City Manager/Finance Director, Cit Clerk uniformed police). This will not apply to the five promotional pay increases listed above, those positions would only receive the 5% raise. 0.1153    \$108,016.00
- 7) Continue the 1% pension reduction for Police-keeping their contribution rate at 15% 0.0160    \$15,000.00
- 8) Public Works is adding an Administrative position in order to train the replacement for the current Administrative employee that will be exiting the DROP plan during 2016. 0.0382    \$35,812.00

(F)

(4)

**LISTING OF UNBUDGETED CONSIDERATIONS ITEMS  
FY 2015-16 BUDGET**

**MISC. CONSIDERATIONS LIST FY 15-16 BUDGET**

<u>Department</u>	<u>Description</u>	<u>Cost</u>	<u>Millage Impact</u>	
City Council	River Cities request for additional \$2500 subsidy for next year	\$2,500	0.0027	\$5000 is already included in budget
City Council	Police Appreciation Dinner change site to Country Club	\$5,000	0.0053	Addition over and above the \$2,000 annual subsidy
IT	City website upgrades	\$8,500	0.0091	
IT	Office 365-offsite email system & cloud storage	\$11,300	0.0121	
Professional Services	Print/Mailing of a residential guide in English/Spanish	\$6,833	0.0073	
Professional Services	Develop City Facebook Page	\$2,400	0.0026	

**EQUIPMENT CONSIDERATIONS LIST FY 15-16 BUDGET**

<u>Department</u>	<u>Equipment Description</u>	<u>Cost</u>	<u>Millage Impact</u>	<u>Annual Lease Cost (5 years)</u>
Golf	60 ft Boom Lift	\$90,000	0.0230	\$21,500
Recreation	Sand Pro	\$13,000	0.0032	\$3,000
Recreation	New pickup truck	\$20,000	0.0049	\$4,600

**CAPITAL CONSIDERATIONS LIST FY 15-16 BUDGET**

<u>Department</u>	<u>Description</u>	<u>Cost</u>		
Recreation	Prince Field Totl Lot	\$180,000	0.1922	\$91,000 is already in designated fund balance
Golf	2 new prefab bathrooms for Course	\$70,000	0.0748	\$35000 is already in designated fund balance
Building Dept	Scan and convert all plans (documents) to digital format	\$98,000	0.1047	This project can be done over a 5 year period
Public Works	Matching for \$20K Forestry Grant to perform a tree inventory and creating an Urban Foret management Plan.	\$66,460	0.0710	
Police	New office furniture for Detectives and Sergeants	\$10,000	0.0107	
Police	New laptops for every officer(25)	\$40,000	0.0427	
Police	Take Home Car Program-Purchase 13 new additional vehicles	\$445,000	0.4752	



**CITY OF MIAMI SPRINGS  
PROPOSED GENERAL FUND BALANCE DESIGNATIONS  
PROJECTED FISCAL YEAR 2014-2015**

<u>DESIGNATION</u>	<u>Actual Balance 9/30/2014</u>	<u>FY2014-15</u>		<u>Projected Balance 9/30/2015</u>
		<u>Additions</u>	<u>Reductions</u>	
1) Additional Contingency-Hurricane Costs (over and above the 25% reserve requirement)	215,025	284975	0	500,000
2) City Hall Roof (we have \$90,000 budgeted in FY14-15 the estimates are coming in at \$117K so we are short \$27K)	-	27,000	(22,000)	5,000
3) Council Studio for televising meetings		10,000		10,000
4) Police Staffing Changes	-	12,100		12,100
5) Purchase new laptops for police		10,000	-8000	2,000
6) A/C Repair and maintenance agreement city hall		10,400	-10400	-
7) Tennis Courts re-surfaced	-	25,000	-	25,000
8) Racquetball court maintenance		10,000		10,000
9) Purchase of 2 pre-fab restrooms for the golf course-pending approval to hook up to existing septic tanks.		-		-
		35,000	-6500	28,500
10) Tot Lot Playground		91,646		91,646
12) Senior Programs		9,000	-9000	-
13) Officer 1%		23,500	-10866	12,634
	-	-	-	-

Total proposed designations	<b>\$ 215,025</b>	<b>\$ 548,621</b>	<b>\$ -</b>	<b>\$ 696,880</b>
Total Available Fund Balance	4,263,646	-	66,766	4,196,880
Unrestricted, Undesignated fund Balance	<u>4,048,621</u>			<u>3,500,000</u>

25% of FY14-15 Operating expenditures..... **\$ 3,500,000**

Excess(deficit) funds available for designation **\$ (0)**



**CITY OF MIAMI SPRINGS**  
**FY 2015-2016 Budget**  
**CAPITAL EXPENDITURE SUMMARY-ALL FUNDS**

Department	Total Budgeted	Description of expenditure	
<b>Police</b>	\$ 170,977		
		Two 2016 Ford Interceptor Utility Vehicles	\$ 54,304
		One 2016 Ford Interceptor Utility Vehicle (K-9)	\$ 31,667
		One 2016 Ford Interceptor Utility Admin Vehicle	\$ 27,152
		Four sets of light bars, deck lights, corner strobe kits, cages (prisoner transport), laptop computer mounts, K-9 vehicle equipment, plus installation, shipping, labor	\$ 25,854
		Police-friendly Telephone System	\$ 18,000
		Digital Voice Recording System for Dispatch/Equipment	\$ 14,000
			<u>\$ 170,977</u>
<b>Public Works</b>	\$ 403,897		
		2- Peterson Model RS3 Base Loader Trash Cranes	318,996
		Trane Air Condition Coil Replacement at City Hall	52,950
		Installation of StreetBrick High Friction Stamped Asphalt and	-
		Installation in the Down Town Circle Area Crosswalks	31,951
			<u>403,897</u>
			-
<b>Total</b>	<b>\$ 574,874</b>	<b>Total</b>	<b>\$ 574,874</b>

(7)

**RESOLUTION NO. 2015 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS SETTING THE TENTATIVE OPERATING MILLAGE LEVY FOR FISCAL YEAR 2015-2016; SETTING TIME, DATE AND PLACE FOR PUBLIC HEARINGS ON THE PROPOSED 2015-2016 BUDGET AND TENTATIVE MILLAGE RATE**

**WHEREAS**, the City Council of the City of Miami Springs is required to establish a tentative millage rate as per Florida Statute 200.065; and,

**WHEREAS**, in accordance with provisions of the City Charter and State law, the City Council is presenting the tentative millage levy and budget to formally notify all interested persons and to allow all interested persons to be heard at the public hearings specified herein in regard to any proposed item thereof,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA:**

**Section 1:** That a tentative millage levy for the City of Miami Springs of 7.6710 mills be and the same is hereby tentatively adopted as the City's official general operating Ad Valorem millage levy for the period October 1, 2015 through September 30, 2016.

**Section 2:** That the City of Miami Springs City Council will conduct its first public hearing on the proposed 2015-2016 budget and tentative millage rate on Monday, September 14, 2015, at 7:00 p.m., and the second and final public hearing on Monday, September 28, 2015, at 7:00 p.m. in the City Hall Council Chambers.

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida, this \_\_ day of \_\_\_\_\_, 2015, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Vice Mayor Best \_\_\_\_\_  
Councilman Bain \_\_\_\_\_  
Councilwoman Buckner \_\_\_\_\_  
Councilman Petralanda \_\_\_\_\_  
Mayor Garcia \_\_\_\_\_

\_\_\_\_\_  
Zavier M. Garcia, Mayor

**ATTEST:**

\_\_\_\_\_  
Erika Gonzalez-Santamaria, CMC, City Clerk

**APPROVED AS TO LEGALITY AND FORM:**

\_\_\_\_\_  
Jan K. Seiden, City Attorney

RESOLUTION NO. 2015 – \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, AUTHORIZING THE APPROVAL OF THE SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CONTRACT CITIES FOR USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the purpose of the Solid Waste Management Program is to ensure solid waste is managed in such a way that protects both the public health and the environment; and,

**WHEREAS**, the City of Miami Springs has traditionally utilized Miami-Dade County facilities for disposing solid waste; and,

**WHEREAS**, the existing Interlocal Agreement with Miami-Dade County for the City use of the county solid waste management system will expire on October 1, 2015; and,

**WHEREAS**, the City Manager has recommended approval of the proposed Second Amended and Restated Interlocal Agreement between Miami-Dade County and Contract Cities For Use of the County Solid Waste Management System under the terms and conditions set forth therein.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA:**

**Section 1. Recitals.** The above Recitals are true and correct and incorporated herein by this reference.

**Section 2. Approval of Agreement.** The City Council of the City of Miami Springs hereby approves the Second Amended and Restated Interlocal Agreement between Miami-Dade County Contract Cities (by this Resolution, specifically the City of Miami Springs) For Use of the County Solid Waste Management System.

**Section 3. Authorization for Execution.** The City Manager is authorized to execute the agreement and take all actions necessary to implement the intent and conditions of the agreement.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2015, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Vice Mayor Best	_____
Councilman Bain	_____
Councilwoman Buckner	_____
Councilman Petralanda	_____
Mayor Garcia	_____

\_\_\_\_\_  
Zavier M. Garcia, Mayor

**ATTEST:**

\_\_\_\_\_  
Erika Gonzalez-Santamaria, CMC, City Clerk

**APPROVED AS TO LEGALITY AND FORM:**

\_\_\_\_\_  
Jan K. Seiden, City Attorney



# AGENDA MEMORANDUM

**Meeting Date:** 6/23/2014

**To:** The Honorable Mayor Xavier Garcia and Members of the City Council

**Via:** Ron Gorland, City Manager *Ron*

**From:** Tom Nash, Public Works Director

**Subject:** Disposal Inter-local agreement

## RECOMMENDATION:

Recommendation by Public Works that Council approve the execution of a 20 year inter-local agreement between Miami Dade Solid Waste and the City of Miami Springs that would allow the City to continue using the County facility for waste dumping.

## DISCUSSION:

The City has an interlocal agreement with the County in order to use the County waste site for dumping of all garbage and trash collections citywide. The current agreement with the County expires September 30, 2015.

**FISCAL IMPACT:** The costs of dumping at the County sites is budgeted in the Sanitation budget annually.

**Submission Date and Time:** 6/22/2015 12:58 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: _____
Prepared by: <u>Rosita Hernandez</u>	Procurement: _____	Account No.: _____
Attachments: <input type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <i>[Signature]</i>	Additional Funding: _____
Budgeted/ Funded: <input type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ _____
		Total vendor amount: \$ _____

**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 \_\_\_\_\_, 20\_\_\_\_, by and between Miami-Dade County by and through its Board of County Commissioners ("**County**") and Miami Springs by and through its Council 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** desire to formalize their relationship regarding municipal solid waste disposal responsibilities consistent with the provisions of Section 403.706, Florida Statutes.

**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:

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

## 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 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.

County Resolution No. R-167-13

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



**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 Public Works and 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.

**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.

County Resolution No. R-167-13

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

**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**.

**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 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 it 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:

- (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, 2012, the **Contract City** shall pay a Disposal Fee of sixty-three dollars and sixty-five cents (\$63.65) 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, 2012 the **Contract City** shall pay a Transfer Fee of twelve dollars and fifty-two cents (\$12.52) 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, 2013, 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 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**

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**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.

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

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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.

**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 October 1, 20\_\_\_\_. 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

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



To Contract City -  
Ron Gorland  
City Manager  
201 Westward Drive  
Miami Springs, FL 33166

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**.

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**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

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"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 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.

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: \_\_\_\_\_  
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:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

[corporate seal]

APPROVED AS TO INSURANCE  
REQUIREMENTS:

APPROVED AS TO FORM AND  
CORRECTNESS:

\_\_\_\_\_

\_\_\_\_\_

The City of Miami Springs  
Summary of Monthly Attorney Invoice  
Orshan, Lithman, Seiden, Ramos, Hatton & Huesmann, LLP

July 17 for June

<u>General Fund Departments</u>	<u>Cost</u>	<u>Hours</u>
Office of the City Clerk	3,397.95	25.17
Human Resources Department	540.00	4.00
Risk Management	324.00	2.40
Finance Department	519.75	3.85
Professional Services		0.00
Building,Zoning & Code Enforcement Department	803.25	5.95
Planning	579.15	4.29
Police Department	546.75	4.05
Public Works Department	494.10	3.66
Recreation Department	202.50	1.50
IT Department		0.00
Golf	465.75	3.45
Senior		0.00
General - Administrative Work	<u>5,620.05</u>	<u>41.63</u>
<b>Sub-total - General Fund</b>	<b>\$13,493.25</b>	<b>99.95</b>
 <b><u>Special Revenue, Trust &amp; Agency Funds</u></b>		
Golf Course Operations		0.00
L.E.T.F.		0.00
Due from Pension Funds		<u>0.00</u>
<b>Sub-total - Special Funds</b>	<b>\$0.00</b>	<b>0.00</b>
 <b>GRAND TOTAL: ALL FUNDS</b>	 <b>\$13,493.25</b>	 <b>99.95</b>