

**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 _____, 2020, by and between Miami-Dade County, by and through its Board of County Commissioners ("County"), and the City of North Miami 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 26, 2004 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:

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 Gratigny - Dixie, 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 Gratigny - Dixie, 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, 2040. 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 Manager 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 62nd Street, 5th 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 North Miami

City Manager's Office

776 NE 125th Street

North Miami, FL 33161

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: _____
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:
Dade County Attorney's Office
111 N.W. 1st Street
Miami, FL 33128

Assistant County Attorney

CONTRACT CITY

ATTEST:

By: 
City Manager
Theresa Therilus, Esq.

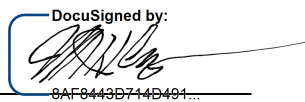


City Clerk

This _____ day of _____, 12/10/2020

[corporate seal]

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



City Attorney

EXHIBIT A**GRATIGNY DIXIE ANNEXATION AREA****Gratigny – Dixie****Legal Description**

That portion of the S 1/2 of the SE 1/4 of Section 25, Township 52, South Range 41 East, Miami-Dade County, Florida more particularly described as follows:

BEGINNING at the SE corner of the SW 1/4 of the SE 1/4 of said Section 25, thence Westerly, along the South line of said Section 25, to a point of intersection with the Southerly extension of the East Line of Lot 3, Block 12 of OVERBROOK SHORES NO 2 according to the plat thereof recorded in Plat Book 50 at Page 31 of the Public Records of Miami-Dade County, Florida; thence Northerly, along said Southerly extension and the East Line of Lots 3 and 28, to the Southwest corner of Lot 27; thence East, along the South line of said Lot 27, to the common corner of Lots 27 and 26; thence North, along the East line of Lot 26, to the Northeast corner of said Lot 26; thence East, along the South line of Lots 25 and 4 and its Easterly extension, to a point 450 feet North of the Southeast corner of the SW 1/4 of the SE 1/4 of said Section 25; thence North, along the West line of the SW 1/4 of the SE 1/4 of said Section 25, to the point of intersection with a line 79.85 feet South of and parallel with the South line of the N 1/2 of the SE 1/4 of the SE 1/4 of said Section 25; thence Easterly, along said South line being also the Southerly right of way line of NE 121 Street as shown on BREEZESWEPT ESTATES according to the plat thereof recorded in Plat Book 57 at Page 58 of the Public Records of Miami-Dade County, Florida to a point of intersection with the Westerly right of way line of NE 1 Avenue; thence Southerly, along said Westerly right of way line and the East line of the SW 1/4 of the SE 1/4 of the SE 1/4 to the **POINT OF BEGINNING. AND**

Those portions of Lots 1 and 2, Block 11 of MRS. JULIA D. TUTTLE according to the plat thereof recorded in Plat Book B at Page 4 and that portion of Block 12 of BELLE-VUE BISCAYNE FIRST ADDITION according to the plat thereof recorded in Plat Book 9 at Page 108 of the Public Records of Miami-Dade County, lying in the SW 1/4, of Section 30, Township 52, South Range 42 East, Miami-Dade County, Florida and more particularly described as follows:

BEGINNING at the point of intersection of the North line of the S 1/2 of the S 1/2 of the S 1/2 of said Section 30 with the Center Line of West Dixie Highway over Biscayne Canal (C-8) as shown on BELLEVUE BISCAYNE according to the Plat thereof recorded in Plat Book 17 at Page 29 of the Public Records of Miami-Dade County, Florida; thence Southwesterly, along said Center Line of West Dixie Highway, to the point of intersection with the Center Line of NE 119 Street (Royal Poinciana Road) as shown on BELLE-VUE BISCAYNE FIRST ADDITION; thence Northwesterly, along said Center Line of NE 119 Street, to a point of intersection with the South line of said Section 30; thence Westerly, along said South line of said Section 30, to the point of intersection with the Southwesterly extension of the Northwesterly line of the 12 feet alley across Block 12; thence Northeasterly, along the extended projection of the Northwesterly line of said 12 feet alley, for 73.10 feet to the Southeasterly line of Tract A as shown on SLS SHOPPING CENTER according to the Plat thereof recorded in Plat Book 80 at Page 25 of the Public Records

of Miami-Dade County, Florida; the next five (5) described comes along the boundary of said Tract A; (1) thence continue Northeasterly, along the Southeasterly line of the aforesaid Tract A, for 10.16 feet to a point of intersection with the Westerly extension of the No 1 in line of Lots 16 and 17, Block 12; (2) thence Easterly, along said Westerly extension and the North line of Lots 16 and 17, for 77.95 feet to a point of intersection with a line 30 feet Northeasterly of and parallel with the Southwesterly line of said Lot 17; (3) thence Southeasterly, along said line 30 feet Northeasterly of and parallel with the Southwesterly line of said Lot 17, for 40.24 feet to the point of intersection with a line 15 feet Northwesterly of and parallel with the Southeasterly line of said Lot 17 and its Northeasterly extension; (4) thence Northeasterly, along said line 15 feet Northwesterly of and parallel, to the East line of Tract A; (5) thence Northerly, along the East line of said Tract A, to the North line of the aforesaid Tract A being also the North line of Lot 2, Block 11 of MRS. JULIA D. TUTTLE; thence Easterly, along said North line of Lot 2 which is also the No 1 h line of the S 1/2 of the S 1/2 of the S 1/2 of said Section 30, to the **POINT OF BEGINNING**.

