



RESOLUTION # 2025-49

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF WEST MIAMI, ACCEPTING THE INTERLOCAL AGREEMENT TO BE INCLUDED IN THE MIAMI-DADE COUNTY CURBSIDE RECYCLING PROGRAM AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

WHEREAS, the City provides its resident's curbside recycling services through the County; and

WHEREAS, the City needs to sign an Interlocal Agreement with Miami-Dade County Solid Waste Management to continue this service; and

WHEREAS, the City Commission acknowledges the continuation of this service; and

NOW, THEREFORE BE IT RESOLVED by the City Commission of the City of West Miami as follows:

Section 1: The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made specific part of this Resolution upon adoption thereof.

Section 2: The City shall sign the Interlocal Agreement set forth between the City of West Miami and Miami-Dade Solid Waste Management.

Section 3: This Resolution shall become effective upon its adoption.

PASSED and ADOPTED this 9th day of July 2024

APPROVED:

ERIC DIAZ-PADRON, MAYOR

ATTEST:

**ANNERY GONZALEZ, MMC
CITY CLERK**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


DEXTER LEHTINEN, CITY ATTORNEY

ROLL CALL:

This Resolution was offered by Commissioner Suarez, who moved its adoption. The motion was seconded by Vice-Mayor Chavez, Jr. The vote was as follows:

| | |
|----------------------------------|----------|
| MAYOR ERIC DIAZ-PADRON | <u>Y</u> |
| VICE-MAYOR IVAN CHAVEZ, JR. | <u>Y</u> |
| COMMISSIONER JUAN M. BLANES | <u>Y</u> |
| COMMISSIONER GUSTAVO J. CEBALLOS | <u>Y</u> |
| COMMISSIONER LUCIANO SUAREZ | <u>Y</u> |

FIRST AMENDED INTERLOCAL AGREEMENT FOR INCLUSION IN THE MIAMI-DADE COUNTY CURBSIDE RECYCLING PROGRAM

MUNICIPALITY: City of West Miami

This First Amended Interlocal Agreement ("Agreement") is made and entered into this _____ day of _____, 2025, by and between Miami-Dade County ("County") and City of West Miami ("Municipality") in order that the Municipality may be included as a portion of the COUNTY SERVICE AREA to be provided with curbside collection of recyclable materials ()every other week service or ()weekly service (the "Service Frequency"), under the terms and conditions agreed to between the County and any Contractors that the County enters into contracts with for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Cart Manufacturing, and Delivery Services, or other Recycling Services as necessary. Such curbside collection service shall be provided on Monday of the week, given the Service Frequency selected above.

Section I: Definitions

In all instances, terms used in this Agreement shall have the definitions contained in any Contracts that the County enters into contracts with for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Cart Manufacturing, and Delivery Services, or other Recycling Services as necessary ("Contracts").

Section II: County Services Area - Municipality's Portion

The Municipality's portion of the entire County Services Area is designated on the attached Map (Exhibit "A"), incorporated herein by reference.

Section III: Agreement Governs: Entire Agreement

This Agreement supersedes any previous agreements that the County and the Municipality may have previously had for recycling services.

Section IV: Recycling Service

Residents of single-family housing within the Municipality will be provided with curbside collection service of recyclable materials in the manner provided for in the Contracts. All residents included in the program will be responsible for preparing and placing materials in the manner specified pursuant to the Contracts including complying with Section 15-2 of the Code of Miami-Dade County, Fla. (the "Code"). In addition, all participating residents of the Municipality will be eligible to call the County's 3-1-1 Answer Center to receive assistance and information regarding recycling services provided to them.

Collection of materials will take place on a schedule consistent with the hours and days provided for the unincorporated area. Days or hours differing from the unincorporated area collection service but coinciding with regular garbage or trash service within the Municipality (e.g., Wednesday and Saturdays) may be provided subject to negotiation and agreement with the Contractor and approval by the County.

Section V: Authorization/Responsibilities

The Municipality hereby authorizes the County to act on its behalf in the administration of the contract for this recycling service in the areas of municipal jurisdiction. However, the Municipality will be responsible for monitoring all aspects (i.e., collection days, hours,

equipment, and personnel) of any Contractor's performance within its jurisdiction and reporting any problems or violations to the County in order to initiate corrective action in accord with the Contracts.

The Municipality agrees to abide by all those terms and conditions that the County agrees to meet as contained in the Contracts except as modified herein. The County will use the existing list of residential households unless otherwise agreed to by the Municipality and the County.

The Municipality agrees to provide the County with an update of additions and deletions to this list each month in a format specified by the County. The Municipality shall deliver this update to the County on the first day of the month. Any discrepancies between the Municipality's monthly house count and the Contractor's monthly billing allocated to the Municipality shall be reconciled through a field inspection to be performed by the County within sixty (60) days, with any corrections to be reflected in the subsequent month's billing to the Municipality.

Section VI: Payments

1. Monthly Payments

In compensation for the provision of this recycling collection service on a regular basis, the Municipality will make monthly payments to the County in an amount equal to the Monthly Fee or such other fee, as negotiated subject to approval by the County and the Municipality, times the average number of Residential Properties serviced during that month within the Municipality's portion of the entire County Service Area. This payment will not be dependent upon the number of households participating in the program but will be a flat rate for each household. The County will charge the Municipality consisting of the costs to the residents within the area of the Municipality.

2. First Six Months' Fee

During the first six (6) months (between April 1, 2025, through September 30, 2025) of this First Amended Interlocal Agreement, the cost for collection and processing will be \$ 4.00 per household per month, starting April 1, 2025. The fee is based on the new rates, costs, and fees established in the new recycling contracts that were approved by the Board of County Commissioners on July 16, 2024, (New Recycling Contracts). This fee is consistent with the cost that residents in the unincorporated area are paying for the same period. The fee also includes County administrative fees.

3. Subsequent Fiscal Year Fee

During the ensuing fiscal year (between October 1, 2025, and September 30, 2026), and all fiscal years thereafter through the final year of the Agreement, the monthly fee paid by the Municipality to the County for the services to be provided will be invoiced on a per household rate for collection and processing. The portion of the fee related to the curbside recycling collection rate will be adjusted by the County's Living Wage (Section 2-8.9 of the Code), effective October 1st of each year, as established in

the New Recycling Contracts. Living Wage adjustments shall be based on the percentage change for the Living Wage for that year. The portion of the fee related to recycling processing will be adjusted on changes in the Consumer Price Index ("CPI"), for All Urban Consumers, all items in South urban, not to exceed five percent (5%) and subject to a True-Up as referenced in subsection 4 below. The Amount paid per household shall be extended to all households served based on the household counts provided by the County in accordance with provisions of this Agreement.

4. True-Up Costs

The new recycling contracts have a cumulative term of ten (10) years. This Agreement includes a transitional year, comprised of the last six (6) months of the bridge extension letter agreement executed by the Municipality and the County for the provision of curbside recycling program services and the first six (6) months of this Agreement.

In the event that the actual contractor costs exceed the five percent (5%) CPI cap in a given fiscal year, the amount of the increase above the five percent (5%) cap shall be "trued-up" each September throughout the term of the Agreement, beginning September 2026. The true-up costs shall allow the County to recoup its costs, including adjustments to the Living Wage and CPI adjustments above the five percent (5%) cap. In addition, the Municipality will receive a proportional credit based on the Average Median Value related to the sale of processed recyclable materials. The processing fee may also be adjusted, based on the results of an annual recycling contamination study. These true-up costs will be reconciled and invoiced annually in September, beginning September 2026.

5. Payment and Invoice Terms

The Municipality shall be responsible for delivering payment for recycling collection services to the County within thirty (30) days of the date of an invoice from the County. The County shall be responsible for making the total Monthly Payment for the entire Service Area, including the Municipality's portion, to the Contractor in accord with the Contract.

Section VII: Carts

The County shall be responsible for purchasing a sufficient number of carts to provide a cart to each Residential Property in the program. All carts delivered within the incorporated area shall be the property of the Miami-Dade County Recycling Program and will be printed with the County's information, and not the Municipality's. These carts are for the permanent use of the household to which they are delivered for the specific purpose of participation in the curbside recycling program. The carts are intended to remain with each property through the life of any contracts and/or any subsequent extensions. In the event that a unit's residents vacate the property, the carts shall remain at that location for use by the subsequent residents. The Municipality shall not mark or label the carts in any fashion.

New carts shall be placed at newly constructed and legally occupied Residential Properties added into the program by the County at no cost to the resident or the Municipality.

Lost or stolen carts will be reported to the County and will be replaced by the County within a timeframe consistent with the timeframes provided to residents of the unincorporated area.

In the event that the Municipality withdraws from this Interlocal Agreement prior to the final debt payment for recycling carts, the Municipality will pay the remaining amortized cost of those carts remaining in the Municipality within one year of withdrawal.

Section VIII: Reporting

The County shall send the Municipality correspondence in a manner and on a schedule mutually agreed upon by the Municipality and the County. The Municipality shall also be sent a copy of any Annual Reports required by the contracts.

The staff of the Municipality will also be notified of all and may attend any regular meetings held with the Contractor to review performance.

Section IX: Enforcement

1. Protection of Recyclable Materials

The Municipality agrees to take all reasonable steps necessary to protect the County's ownership of all recyclable materials placed at curbside for collection under the terms of the Contracts. This includes, but is not limited to, the preparation and submission of an anti-scavenging ordinance to ensure that recyclable materials are not removed or diverted prior to collection. The Municipality's staff shall propose and implement anti-scavenging laws in accordance with agreements made between the Municipality and the County.

2. Municipal Responsibility for Enforcement

Unless otherwise provided by County ordinance, the Municipality shall be responsible for enforcing the recycling program within its incorporated limits. This responsibility includes adherence to the applicable provisions of Section 15-2 of the Code regarding contamination abatement and recycling program compliance.

3. Enforcement of Contamination Abatement Ordinance

The Municipality shall enforce the County's Contamination Abatement Ordinance (Section 15-2 of the Code) by monitoring and addressing contamination levels in the Curbside Recycling Program. Specifically:

- a) Recycling carts found to contain unacceptable materials shall be tagged by the Municipality's designated personnel.
- b) After the fourth and any subsequent tagging events, the Municipality shall notify the County to assess a fee to the property owner or resident in accordance with the established fee structure set forth in the Code.

- c) The County shall be authorized to enforce such fees and ensure compliance, including issuing notices and conducting follow-up actions to reduce contamination rates.
- d) Should the Municipality not have the capacity or capability to enforce the contamination abatement requirements of Section 15-2 of the Code, the Municipality shall delegate enforcement to the County in writing, and agree and allow for the collection of fees from property owners in accordance with the Code.
- e) The Municipality agrees that the County or subcontractor of the County may collect contaminated recycling materials from within its Municipality.

4. Training and Education

The County agrees to provide initial training to Municipal enforcement officers on recycling contamination abatement within thirty (30) days of the execution of this Agreement. This training will focus on proper tagging procedures, identifying unacceptable materials, and understanding the enforcement of the associated fees. Future training may be provided upon request by the Municipality or when necessary to address changes in the recycling program or regulations.

5. Ongoing Compliance and Collaboration

The Municipality and the County agree to collaborate in the ongoing monitoring and enforcement of recycling program standards. The Municipality shall notify the County of any significant issues related to contamination levels, and both parties shall work together to resolve challenges and improve program compliance.

Section X: Program Revisions

Minor program adjustments affecting the entire Service Area may be made from time to time as agreed to by the County and the Contractors. Such minor adjustments could include, but would not be limited to, such items as variations in the required preparation of materials by the resident or hours of collection. In the event that such changes require notice to the residents, the County and the Contractors shall jointly take full responsibility for providing adequate notice to all of the residents.

Any major program changes having a material impact on the financial relationship among the parties or resulting in substantial variation in the amount and type of Recyclables collected shall be subject to review by the Municipality. However, the County reserves the right to change or modify the Contract, and the Municipality agrees to be bound thereby without separate written amendment to this Agreement as long as the unincorporated and incorporated areas are affected equally by such modification(s).

Section XI: Liquidated Damages

In the event that the Contractor fails to perform in accord with the Contract, liquidated damages will be imposed by the County as provided for in the Contracts.

Section XII: Service Initiation Schedule

The County will provide the delivery of carts and provide for the collection of Recyclable Materials to the Municipality within 60 days of execution of this Agreement. Service will commence within two weeks of receipt of each household's receipt of a cart.

Section XIII: Other Recycling Program Options

The Municipality and the County may negotiate any other recycling options at a cost and scope agreeable to both parties.

Section XIV: Default/Termination

Failure of the Municipality to make payment to the County in accord with the provisions of Section VI of this Agreement shall constitute default. In the event that such default occurs, the County shall provide written notice to the Municipality concerning the nature of this default. The Municipality shall have thirty (30) days from the date of the notice in which to resolve the default. The County shall have the option to terminate this Agreement and/or withhold local revenue that the County distributes to the Municipality in an amount sufficient to pay for all recycling services provided to date for which the Municipality has failed to make payment.

Either party may terminate this Agreement without cause by communicating the desire to do so in writing 30 days prior to the termination date.

Section XV: Grant Funds

The Municipality may choose to utilize any grant funding available to pay all or part of the monthly payments due to the County.

Section XVI: Amendment to Agreement

Except as otherwise provided for herein, this Agreement may be modified, altered, or amended only by a written amendment duly executed by the parties hereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

Section XVII: 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.

Section XVIII: Approvals

Whenever approval of a Party is required by this Agreement, such approval shall not be unreasonably withheld.

Section XIX: Performance by Parties

Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.

Section XX: Rights of Others

Nothing in the Agreement 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.

Section XXI: Counterparts

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

Section XXII: Waiver

There shall be no waiver of any right related to this Agreement unless 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 right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement.

Section XXIII: Time is of Essence

It is mutually agreed that time is of the essence in performing all terms and conditions to be kept and performed pursuant to this Agreement.

Section XXIV: Representations of the County

The County represents that

- (1) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the County, and
- (2) it has the required power and authority to perform this Agreement.

Section XXV: Representations of the Municipality

The Municipality represents that

- (1) this Agreement has been duly authorized, executed and delivered by the Board of Commissioners as the governing body of the Municipality, and
- (2) it has the required power and authority to perform this Agreement.

Section XXVI: Approvals and Notices

Notices and approvals required by or pursuant to this Agreement shall be written and served both electronically, and by either (i) registered or certified mail with return receipt requested, (ii) personally by courier service, or (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight, addressed to the parties as follows:

COUNTY

Miami-Dade County Department of Solid Waste Management
c/o Aneisha Daniel, PhD, Director
2525 NW 62nd Street, 5th Floor
Miami, FL 33147
Email: aneisha.daniel@miamidade.gov

AND

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

MUNICIPALITY: _____

Department/Office: Public Service Department
Contact Person: Litsy C. Pittser - Director
Address: 901 SW 62nd Avenue
Address: West Miami, Florida 33144
Email: LPittser@Cityofwestmiami.gov

Section XXVII: Term

The initial term of this Agreement shall begin on the date of execution of this Agreement and end within one hundred eighty (180) days of either party requesting termination. Upon any and all renewal(s) of the Contracts in accordance with Article 1 thereof, this Agreement shall automatically be extended without separate written amendment for the term(s) of any and all such renewal period(s). This Agreement can only be terminated without cause upon written consent of both parties. The County may extend this Agreement after the processing agreement ends for up to an additional two (2) one hundred-eighty (180) calendar day periods.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or Mayor's 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 **City of West Miami**, Florida has caused this Agreement to be executed in its name by the Municipal Mayor or designee, attested by the Clerk of the Municipal Council and has caused the seal of the Council to be hereto attached, all on the day and year first written above.

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

ATTEST:

JUAN FERNANDEZ-BARQUIN
CLERK OF THE BOARD

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

By: _____
Deputy Clerk

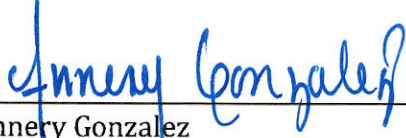
By: _____
Daniella Levine Cava
Mayor, Miami-Dade County


Approved by County Attorney
as to form and legal sufficiency.

By: _____
Assistant County Attorney

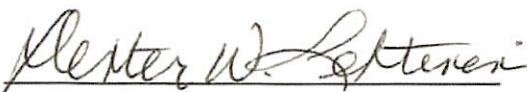
ATTEST:

CITY OF WEST MIAMI

By: 
Anney Gonzalez
City Clerk, City of West Miami

By: 
Eric Diaz-Padron
Mayor, City of West Miami

Approved by City Attorney
As to form and legal sufficiency

By: 
Dexter W. Lehtinen
City Attorney, City of City of West Miami