

RESOLUTION NO. 2005-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AGREEMENTS BETWEEN WASTE MANAGEMENT, INC. OF FLORIDA AND THE VILLAGE OF KEY BISCAYNE FOR HURRICANE KATRINA DISASTER RECOVERY SERVICES; AUTHORIZING ADDITIONAL TREE REMOVAL AGREEMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, it is necessary for the Village of Key Biscayne to obtain disaster recovery services for removal and disposal of debris caused by Hurricane Katrina, pursuant to the Agreements which are attached hereto; and

WHEREAS, the Village Council finds that approval of the Agreements is in the best interest of the Village; and

WHEREAS, the Village Council recognizes that additional tree removal agreements may be necessary.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above are hereby adopted and confirmed.

Section 2. Agreements Approved; Other Agreements Authorized.

A. That the Agreements between Waste Management, Inc. of Florida and the Village, in substantially the form attached hereto, are hereby approved, and the Village Manager is authorized to execute the Agreements on behalf of the Village, once approved by the Village Attorney as to form and legal sufficiency.

B. That the Agreements described in paragraph (A) above shall be subject to the terms

of Section 6.1.1 of that certain Agreement for Collection, Transportation and Disposal of Solid Waste for the Residential Areas of Key Biscayne, Florida, between the Village of Key Biscayne and Waste Management, Inc. of Florida (the "Contractor").

C. That the Village Manager may enter into additional agreements for removal of trees and other vegetative debris produced by Hurricane Katrina, subject to approval of the Village Attorney as to form and legal sufficiency.

Section 3. Funding. That the expenditures authorized or required by this Resolution shall be paid from the Emergency-Hurricane Reserves established pursuant to Village Code Section 25-3, as budgeted, subject to Village's rights of reimbursement and to receipt of public assistance.

Section 4. Implementation. That the Village Manager is hereby authorized to take any action necessary to implement the Agreements and the purposes of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption hereof retroactive to the date of execution of the Agreements.

PASSED AND ADOPTED this 6th day of September, 2005.

MAYOR ROBERT OLDAKOWSKI

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

MEMORANDUM OF UNDERSTANDING
FOR COLLECTION OF HURRICANE DEBRIS

This Memorandum of Understanding is dated this 29 day of August 2005 by and between WASTE MANAGEMENT, INC. OF FLORIDA ("WMIF"), a Florida corporation, and VILLAGE OF KEY BISCAYNE, FLORIDA, a municipal corporation ("City").

WHEREAS, the City has been impacted by Hurricane Katrina and desires that WMIF provide collection services for debris generated by the storm as provided in the solid waste collection agreement existing between WMIF and the City; and

WHEREAS, WMIF desires to provide collection services for such hurricane generated debris; and

WHEREAS, the parties desire to memorialize their agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEBRIS AND SERVICES. WMIF shall collect ~~all~~ Hurricane Katrina Generated Debris (as herein defined) on the City's streets and rights of ways and transport same to the City's designated temporary storage, reduction sites and permanent disposal site. WMIF'S collection and transportation services do not include disposal of Hurricane Katrina Generated Debris. Hurricane Katrina Generated Debris is nonputrescible debris from the storm that is primarily composed of vegetative debris but may contain construction and demolition debris and Class III solid waste but does not contain Class I solid waste nor any regulated quantity of medical, hazardous or special waste. All debris collected by WMIF shall be done so in compliance with applicable law.

2. COMPENSATION. City shall pay WMIF the following rate for collection and transportation of Hurricane Katrina Generated Debris (the rate does not include disposal):

\$17.00 per cubic yard as determined by the actual volume of the load, as confirmed by the City's monitor and verified by WMIF's authorized representative. Such charge does not include disposal.

City shall pay WMIF pursuant to the terms set forth in Exhibit A annexed hereto.

3. INDEMNITY. Each of WMIF and City shall indemnify and hold harmless the other and its affiliates, officers, directors, officials and employees, from and against all liabilities including, without limitation, those relating to the environment, expenses (including but not limited to reasonable attorneys' fees and expenses of investigation and litigation), claims, damages, fines and penalties which any person or entity may at any time suffer or sustain or become liable for by reason of the delivery of any material that fails to conform to the definition of Hurricane Katrina Generated Debris, including, without limitation, violations of applicable laws and rules, contamination or impacts on the environment that violate applicable law, rules, directives, orders or permits, property damage, injuries resulting in death or injury to persons and property, or to any persons in any manner caused by or resulting from the negligent acts,

omissions or willful misconduct of the subject party, its designee, contractors or any employees or agents of such entities.

4. TERM. The term of this Memorandum of Understanding shall continue for such period as is necessary or convenient to dispose of all Hurricane Katrina Generated Debris in the City but not longer than six months from the date hereof.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the authorized representatives of the parties as of the day and year first above written.

ATTEST:

WASTE MANAGEMENT INC. OF FLORIDA

By: _____

Its: _____

ATTEST



MARIANA DOMINGUEZ-LARRIE

VILLAGE OF KEY BISCAYNE

By: _____

Its: _____
VILLAGE MANAGER
SACRUBINE ALVAREZ

MEMORANDUM OF UNDERSTANDING
FOR DISPOSAL OF HURRICANE DEBRIS

This Memorandum of Understanding is dated this August 29 2005, by and between WASTE MANAGEMENT INC. OF FLORIDA ("WMIF"), a Florida corporation, and THE VILLAGE OF KEY BISCAYNE, a Florida municipal corporation ("City").

WHEREAS, the City has been impacted by Hurricane Katrina and desires that WMIF provide disposal services for debris generated by the storm; and

WHEREAS, WMIF desires to provide disposal services for such hurricane generated debris; and

WHEREAS, the parties desire to memorialize their agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEBRIS AND DISPOSAL FACILITIES. City shall deliver or cause to be delivered all Hurricane Katrina Generated Debris (as herein defined) to WMIF's disposal facilities at Pompano Beach ("Delta Recycling Pompano") and/or Davie ("Delta Recycling Davie") or any other authorized Broward County Disposal Facility. Hurricane Katrina Generated Debris is nonputrescible debris from the storm that does not contain Class I solid waste nor any regulated quantity of medical, hazardous or special waste. All debris delivered to a WMIF facility shall be in compliance with applicable law and the facility's permits. WMIF may reject any delivery or portion thereof that it determines not to be Hurricane Katrina Generated Debris.

2. COMPENSATION. City shall pay WMIF the following rate for disposal of Hurricane Katrina Generated Debris:

\$11.00 per cubic yard as determined by the capacity of the transport vehicle for clean horticultural waste.

\$14.00 per cubic yard as determined by the capacity of the transport vehicle for mixed yard and bulk waste.

City shall pay WMIF pursuant to the terms set forth in Exhibit A annexed hereto.

3. INDEMNITY. Each of WMIF and City shall indemnify and hold harmless the other and its affiliates, officers, directors, officials and employees, from and against all liabilities including, without limitation, those relating to the environment, expenses (including but not limited to reasonable attorneys' fees and expenses of investigation and litigation), claims, damages, fines and penalties which any person or entity may at any time suffer or sustain or become liable for by reason of the delivery of any material that fails to conform to the definition of Hurricane Katrina Generated Debris, including, without limitation, violations of applicable laws and rules, contamination or impacts on the environment that violate applicable law, rules, directives, orders or permits, property damage, injuries resulting in death or injury to persons and property, or to any persons in any manner caused by or resulting from the negligent acts, omissions or willful misconduct of the subject party, its designee, contractors or any employees or agents of such entities.

4. TERM. The term of this Memorandum of Understanding shall continue for such period as is necessary or convenient to dispose of all Hurricane Katrina Generated Debris in the City but not longer than six months from the date hereof.

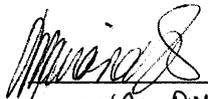
IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the authorized representatives of the parties the day and year first above written.

Attest

WASTE MANAGEMENT INC. OF FLORIDA

Attest

THE VILLAGE OF KEY BISCAWAYNE


MARIANA DOMINGUEZ HARO

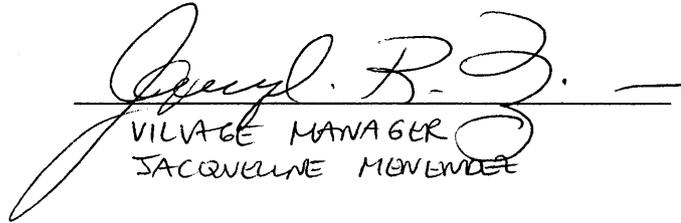

VILLAGE MANAGER
JACQUELINE MONVERDE

EXHIBIT A
PAYMENT TERMS

WMIF shall tender City a statement of the compensation due WMIF on a weekly basis. City shall pay the statement biweekly. It is understood that the City's failure to receive monies from FEMA or other agencies shall not abrogate City's obligation to pay WMIF for services rendered hereunder. In any event, all monies due WMIF hereunder shall be paid in full with 30 days after completion of disposal activities by WMIF. City shall pay interest on the unpaid balance at a rate of 1 ½% per month not to exceed the highest lawful rate. In the event that WMIF engages in collection activities due to City's non-payment and WMIF is the prevailing party, City shall pay WMIF's reasonable attorneys' fees and costs relating to any collection activities. Failure of City to make timely payment shall permit WMIF to suspend acceptance of material from City and/or terminate this Memorandum of Understanding, in addition to all other rights and remedies WMIF may have at law or in equity.

**EXHIBIT A
PAYMENT TERMS**

WMIF shall tender City a statement of the compensation due WMIF on a weekly basis. City shall pay the statement biweekly. It is understood that the City's failure to receive monies from FEMA or other agencies shall not abrogate City's obligation to pay WMIF for services rendered hereunder. In any event, all monies due WMIF hereunder shall be paid in full with 30 days after completion of disposal activities by WMIF. City shall pay interest on the unpaid balance at a rate of 1 ½% per month not to exceed the highest lawful rate. In the event that WMIF engages in collection activities due to City's non-payment and WMIF is the prevailing party, City shall pay WMIF's reasonable attorneys' fees and costs relating to any collection activities. Failure of City to make timely payment shall permit WMIF to suspend acceptance of material from City and/or terminate this Memorandum of Understanding, in addition to all other rights and remedies WMIF may have at law or in equity.