

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

This Interlocal Agreement ("Agreement") is made and entered into this 28th day of January, 2009, by and between Miami-Dade County ("County") and City of Miami Beach ("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 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.

Section I: Definitions

In all instances, terms used in this Agreement shall have the definitions contained in 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.

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 preparation and placement of materials in the manner specified pursuant to the Contracts. 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 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 (collection days, hours, equipment, personnel etc.) 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 to be specified by the County. This update shall be delivered 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 60 days, with any corrections to be reflected in the subsequent month's billing to the Municipality.

Section VI: Payments

In compensation for 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 with the costs to the residents within the unincorporated area of the County.

During the first fiscal year (between October 1, 2008 and September 30, 2009) of this Interlocal Agreement, the cost will be \$2.47 per household per month. This cost is consistent with the cost that residents of the unincorporated area are paying for the same period.

During the first fiscal year (between October 1, 2008 and September 30, 2007) of this Interlocal Agreement and annually thereafter through the final year of Agreement, the unit prices paid by the Municipality to the County for the services to be provided will be adjusted by the percent change in the Consumer Price Index (CPI), All Urban Consumers, South Urban, All items, annual average during the previous Service Year, not to exceed three percent (3%) based on the change in such Index from October 1 through September 30 of the previous year. The source of the consumer price indices applied in the annual adjustment to the Collection Payment shall be the U. S. Bureau of Labor Statistics. Each adjustment shall be in effect for the following 12-month period. 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.

The Municipality shall be responsible for delivering payment for recycling collection services to the County within twenty (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: Containers

The County shall be responsible for purchase of a sufficient number of containers to provide a container to each Residential Property in the program. All containers delivered within the incorporated area shall be the property of the Miami-Dade County Recycling Program. These containers 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 containers 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 containers shall remain

at that location for use by the subsequent residents. The Municipality shall not mark or label the containers in any fashion without obtaining the written consent of the County.

Additional or "new" containers shall be placed at newly constructed and occupied Residential Properties added into the program by the County at no cost to the resident or the Municipality.

Lost or stolen containers 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.

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

The Municipality agrees to take such steps as may reasonably be necessary to protect the County's ownership of all recyclable materials placed at curbside for collection under the terms of the Contracts, including the preparation and submission of an anti-scavenging ordinance for the Municipality. The staff of the Municipality shall propose anti-scavenging laws as agreed upon between the Municipality and the County.

Unless provided otherwise by County ordinance, the Municipality shall be responsible for enforcement of this recycling program in that portion of the service area within its incorporated limits.

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 will 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 modifications.

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 XI: Service Initiation Schedule

Contractor will initiate delivery of containers and pickup 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 container.

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 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 the performance of all terms and conditions to be kept and performed pursuant of 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 or contemplated by this Agreement shall be written and personally served or mailed, registered or certified United States mail, with return receipt requested, addressed to the parties as follows:

To the County:

Miami-Dade County Department of Solid Waste Management
2525 NW 62nd Street, Suite 5100
Miami, Florida 33147
Attn: Department Director
305-514-6628

To the Municipality:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn.: Director of Public Works
305 -673 -7080

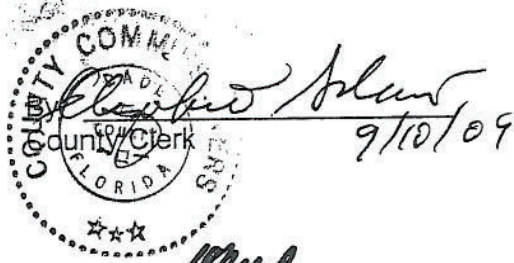
Section XXVII: Term

The initial term of this Agreement shall begin on the date of execution of this Agreement and end within 30 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.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Manager or this 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 Miami Beach, 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: Miami-Dade County:



By: [Signature]
County Mayor or Designee

Attest: City of Miami Beach :(municipality)

By: [Signature]
Municipal Clerk

By: [Signature]
Municipal Mayor or Designee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

[Signature] 3/23/09
City Attorney Date