

## AGENDA ITEM SUMMARY

<b>Meeting Date:</b>	SEPTEMBER 5, 2018
<b>Agenda Category:</b>	NEW BUSINESS
<b>Agenda Item Number:</b>	11 B
<b>Subject:</b>	MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF ROCKLEDGE AND WASTE MANAGEMENT INC. OF FLORIDA FOR COLLECTION SERVICES FOR MOBILE HOME PARK ON WRANGLER LANE (PUBLIC WORKS DEPARTMENT)

<b>Attachments:</b>	Memorandum of Understanding
---------------------	-----------------------------

<b>Staff Contact:</b>	Public Works Director Poole
-----------------------	-----------------------------

<b>Background:</b>	Within the City limits, there is a mobile home park located on Wrangler Lane that is not receiving solid waste, yard waste and recycling services from the City. Historically, Waste Management Inc. of Florida has provided these services, and the City has requested that Waste Management continue to provide these services to the mobile home park, and Waste Management has agreed to provide such services. The term of the MOU would be for two years.
--------------------	---

<b>Reference:</b>	Sanitation Regulations
-------------------	------------------------

<b>Suggested Action:</b>	Approve the Memorandum of Understanding between the City of Rockledge and Waste Management Inc. of Florida for continued solid waste, yard waste and recycling services for the Mobile Home Park on Wrangler Lane
--------------------------	---

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is dated this \_\_\_\_ day of \_\_\_\_\_ 2018, between WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation, ("WMIF"), and the CITY OF ROCKLEDGE a Florida municipal corporation ("City").

**WITNESSETH:**

**WHEREAS**, City provides solid waste, yard waste and recycling services to residences and business within the City boundaries; and

**WHEREAS**, WMIF holds an exclusive franchise to provide residential and commercial solid waste services in areas of the unincorporated Brevard County; and

**WHEREAS**, within the City limits there exists a mobile home park located on Wrangler Lane, Rockledge, FL 32955 (the "MHP") that is not receiving solid waste, yard waste and recycling services from the City;

**WHEREAS**, the City has requested that WMIF provide to residents of the MHP certain solid waste services ("Services") as set forth herein in lieu of receiving same from the City; and

**WHEREAS**, WMIF agrees to provide such Services; 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. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein.
2. Term. The term of this Memorandum of Understanding ("MOU") shall commence on \_\_\_\_\_ 2018, and shall continue for the term of WMIF's franchise with Brevard County which currently has a termination date of September 30, 2020. The parties may extend or renew this MOU upon mutually agreeable terms and conditions. This MOU shall be terminable by the City or WMIF for convenience on 120 days' written notice.
3. Indemnification. To the extent of its fault, WMIF agrees to hold the City of Rockledge and harmless from any and all liabilities, losses, penalties, costs or damages that the City, its officials, officers, and employees may suffer as a result of the negligence, misconduct, violation of law or breach of this MOU. This indemnification and hold harmless agreement shall survive the termination or expiration of this MOU for acts or omissions occurring during the term or any renewal term hereof.

4. Insurance. WMIF shall provide insurance coverage substantially similar to that provided to Brevard County pursuant to the franchise agreement WMIF has with the County. WMIF may choose to make the City an additional insured on its current policies or provide separate coverage.

5. Services and Compensation.

At the commencement of Services, the City will pay WMIF the City's current residential service rate of \$13.90 per unit per month for the following Services:

- Twice per week garbage collection curbside in carts
- Once per week recyclables collection curbside in carts
- Once per week containerized yard trash collection or claw truck
- Once per week bulky waste collection with a maximum of 3 cubic yards per unit

WMIF shall have no obligation to collect storm debris.

WMIF shall not collect Exempt Waste as defined below.

WMIF will supply the required carts and will be responsible for replacements thereof.

WMIF will bill the City monthly for the Services and shall be paid for same whether or not the City is paid by the resident receiving service. The rate the City pays WMIF will be adjusted simultaneously so that it is equal to the rate charged by the City for residential service.

The City and WMIF will conduct a route audit to determine the number of units to be serviced. WMIF shall provide the City with documentation regarding same. The parties may update the audit every 6 months and shall update the documentation of same accordingly.

6. Definitions. The following definitions shall govern:

- Garbage – shall mean putrescible waste, paper, bags, boxes, bottles, cans used in connection with the distribution and preparation of food.
- Recyclables – shall have the meaning given in Chapter 403, Florida Statutes as may be amended from time to time and currently includes plastic and glass jars and bottles, aluminum cans, metal cans, paper products, flattened cardboard containers).
- Yard trash – shall have the meaning given in Chapter 403, Florida Statutes as may be amended from time to time. Yard trash shall be limited to the following dimensions: four (4) feet in length, 24 inches in diameter, and less than 50 lbs. in weight.
- Exempt waste – shall mean biological waste, biomedical waste, construction and demolition debris, hazardous waste, sludge, auto and boat parts, lead-acid batteries, used oil and tires and other wastes whose characteristics make them unsuitable for collection.

7. Force Majeure. If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or

acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a party shall not be excused from payment services performed or performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder.

8. Headings. Captions and headings in this Agreement are for ease of reference only and shall not constitute a part of this MOU nor affect its meaning, construction, or effect.

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

\_\_\_\_\_

CITY OF ROCKLEDGE

By: \_\_\_\_\_

Its: \_\_\_\_\_