

MEMORANDUM OF UNDERSTANDING
FOR DISPOSAL OF HURRICANE DEBRIS

This Memorandum of Understanding is dated this 25 day of September 2017, by and between WASTE MANAGEMENT INC. OF FLORIDA (“WMIF”), a Florida corporation, and City of Pompano Beach, a Florida municipal corporation (“City”).

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

WHEREAS, WMIF desires to provide disposal services for such Hurricane Irma 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 FACILITY. City shall deliver or cause to be delivered during normal business hours, Hurricane Irma Generated Debris (as herein defined) to WMIF’s facility Monarch Hill located at 3000 NW 48th Street, Pompano Beach, FL 33073. Hurricane Irma Generated Debris is nonputrescible vegetative debris or ash from the burning of vegetative debris but may contain a fraction of construction and demolition debris and Class III solid waste, but shall not contain Class I putrescible 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 or revoke acceptance of any delivery that it reasonably determines not to be Hurricane Irma Generated Debris or that is not in compliance with applicable law or the WMIF facility’s permits. City shall promptly remove and properly dispose of such rejected material at City’s expense. In the event that City fails to do so promptly, WMIF may undertake same and City shall pay all expenses, overhead and costs incurred by WMIF in doing so. The City makes no guarantees as to the quantity of materials to be delivered to WMIF during this Understanding.

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

\$45.00 per ton of mixed Hurricane Generated Debris, as determined by the capacity of the transport vehicle. This debris shall be of such that prohibits the secondary processing at WMIF, therefore is a direct landfill.

\$11.00 per cubic yard of clean unprocessed vegetative waste only, as determined by the capacity of the transport vehicle. This lower rate is specifically for vegetative waste that is not mixed with other materials.

\$9.90 per cubic yard for clean processed (ground, chipped or mulched) vegetative waste only, as determined by the capacity of the transport vehicle. This lower rate is specifically for processed vegetative waste that is not mixed with other materials.

City shall pay WMIF pursuant to the terms set forth in Exhibit A annexed hereto. Compensation to WMIF is not subject to franchise fees, surcharges or other charges imposed by the City pursuant to any garbage or recycling collection agreement or otherwise.

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 Irma 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 commence on September 25, 2017 and continue until November 30, 2017.

5. SUSPENSION OF DELIVERIES. WMIF may suspend deliveries to its facilities due to operational or other concerns. WMIF will provide advance notice of such suspension and an estimate of the duration of same.

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

CITY OF POMPANO BEACH

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 City's failure to receive monies from FEMA or other agencies shall not abrogate City's obligation to pay WMIF for services rendered hereunder. City shall pay such invoice within 15 days. City shall pay interest on the unpaid balance at a rate of 1½% 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 (within 15 days of invoice) 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.