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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: June 2, 2015

Agenda Item No. 8(L)(3)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Second Amended and Restated Agreement with Waste Management, Inc. of Florida for Solid Waste Disposal Services

Resolution No. R-493-15

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of the Second Amended and Restated Non-Exclusive Agreement (Agreement) between Miami-Dade County, Florida (the County) and Waste Management, Inc. of Florida (WMI) for Provision of Municipal Solid Waste Disposal Services.

Scope

This Agreement governs operation of the WMI Landfill located in the Town of Medley, Florida (Medley Landfill), and mitigates the Landfill's financial, contractual and regulatory impacts on the County Solid Waste Management System (System). The WMI Landfill is a contracted component of the System. The County relies on the Medley Landfill for its day-to-day solid waste management operations and to meet the solid waste concurrency requirements of the State of Florida Comprehensive Planning and Land Development Regulation Act (Florida Statute Chapter 163, Part II). The adopted level-of-service standard for solid waste contained in the Solid Waste Sub-element of the Comprehensive Development Master Plan (CDMP) requires the County to maintain disposal capacity sufficient to accommodate waste flows committed to the System through long-term interlocal agreements or contracts with municipalities and private waste haulers, and anticipated non-committed waste flows, for a minimum of five (5) years. The County provides solid waste concurrency for: (1) the Unincorporated Municipal Service Area (UMSA), (2) municipalities included in the Solid Waste Collection Service Area (i.e. Aventura, Cutler Bay, Doral, Miami Gardens, Miami Lakes, Palmetto Bay, Pinecrest, and Sunny Isles Beach), and (3) municipalities that contract with the County for waste disposal services (i.e. Bal Harbour Village, Town of Bay Harbor Islands, Village of Biscayne Park, City of Coral Gables, City of Hialeah, City of Homestead, City of Miami, City of Miami Beach, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-Locka, City of South Miami, Town of Surfside, City of Sweetwater, and City of West Miami).

Fiscal Impact/Funding Source

The Agreement generates disposal revenue for the Waste Enterprise within the Public Works and Waste Management Department (PWWM) and provides low-cost waste disposal that helps preserve higher value County-owned landfill capacity. All revenues and expenses related to the Agreement are proprietary to the Waste Enterprise within PWWM and no General Fund revenues or expenses are involved in this Agreement.

The Agreement requires WMI to deliver a minimum of 100,000 tons of waste to the System each year, which provides gross revenues of approximately $6.6 million to PWWM. The Agreement also requires WMI to pay the County a surcharge on the waste it delivers to the Medley Landfill. The minimum tonnage subject to the surcharge is 230,000 tons per year, which equates to approximately $540,000.00 annually at the FY 2014-15 rate of $2.34 per ton, subject to annual Consumer Price Index (CPI) adjustment; however, the surcharge generated $910,000.00 in FY 2012-13 due to greater deliveries to the Medley Landfill by WMI.

Over the 20 year term of the Agreement expiring in 2035, WMI must annually accept up to 500,000 tons of waste for disposal at the Medley Landfill, 250,000 tons at the Monarch Hill Landfill in unincorporated Broward County and 500,000 tons at the Okeechobee Landfill, which are operated by WMI. The proposed per-ton disposal rates at these facilities are $34.17, $34.17 and $30.00 respectively, subject to annual CPI adjustment. This agreement will allow the County to utilize the low cost disposal with WMI to decrease its internal disposal rate and, at the same time, preserve County-owned disposal capacity as a hedge against higher future rates and to reduce PWWM's liability for closure and long-term care costs.

As an incentive for the County to increase its annual waste deliveries to the Medley Landfill, the Agreement contains a $1.50 per ton discount ($32.67 per ton or up to $75,000.00 per year; the $1.50 discount is subject to annual CPI adjustment) for waste deliveries between 250,000 and 300,000 tons per year.

Of the three WMI disposal facilities referenced in the Agreement, PWWM will only have a waste delivery guarantee at the Medley Landfill, which can also be satisfied with deliveries to the Okeechobee Landfill. This is significant in that WMI will provide one (1) million tons of committed low-cost capacity for 20 years at the Medley, Monarch Hill, and Okeechobee Landfills without a waste delivery commitment from the County. The 250,000 tons waste delivery guarantee at the Medley Landfill equates to an annual cost of approximately $8.5 million. This level of deliveries is consistent with the existing level of PWWM deliveries and is necessary for efficient system operations.

Track Record/Monitor
WMI waste deliveries to PWWM and PWWM waste deliveries to WMI are tracked by PWWM operations staff under the direction of Paul Mauriello, Deputy Director for Waste Operations.

Delegated Authority
The Mayor or designee is authorized to exercise any and all powers and options within the Agreement including termination.

Background
The County began using the WMI Medley Landfill under a 1995 waste disposal agreement. In 1998, the waste disposal agreement was amended to combine elements of that agreement and a prior phase-out agreement. This was done in order to incorporate the Medley Landfill as a "Contracted Component" of the System and to mitigate any adverse impacts to the System from continued operation of the Medley Landfill, as required by Section 15-18 of the Miami-Dade County Code, Resource Recovery and Management Facility Permitting (also known as Ordinance 92-155), and to address Bond Ordinance 96-168 which prohibits the County from allowing the operation of private disposal facilities that may compete with the System. The 1998 agreement also provided consistency with Policy SW-5B of the CDMP, which discourages the establishment of disposal facilities that are not integrated into the System and was further supported by Article 1, Section 1.01(9) of the County Charter, which empowers the Board to regulate waste collection and disposal in County. The proposed Agreement continues the process of integrating the Medley Landfill into the System while ensuring that the financial, contractual, and regulatory integrity of the System is maintained.

The PWWM Bond Engineer has found that this Agreement is beneficial to the County's Solid Waste Disposal System and recommends approval by the Board (see attached letter dated March 6, 2015). The proposed Agreement increases PWWM revenues through additional annual tonnage committed by WMI (9,000 tons increase) and significantly increases the quantity of low-cost waste disposal capacity available to the County now and in the long-term (from 500,000 tons to 1.25 million tons). This disposal capacity increase provides assurance that the County will be capable of meeting its concurrency requirements for UMSA, municipalities in the Solid Waste Collection Service Area and municipalities under contract with the County for waste disposal. Further, the continued use of disposal capacity at the Medley Landfill in the near-term ensures that County-owned waste disposal capacity is maintained to the greatest feasible extent.

It should be noted that while the County's waste delivery commitment at the Medley Landfill would increase from its prior level of 100,000 tons per year, PWWM has consistently delivered near the proposed level of 250,000 tons for the past two (2) years and is programmed to deliver 250,000 tons in its approved FY 2014-15 budget. Using the Medley Landfill is often more economical than transferring by-products from the Resources Recovery Facility to more distant County landfills.

Taken together, the considerable revenue, disposal cost, capacity, and operational benefits provided under the proposed agreement sufficiently mitigate the impacts to the operation of the Medley Landfill on the System and enhance its future financial and operational stability.

Attachment

Alina T. Hudak
Deputy Mayor

ARCADIS

Infrastructure · Water · Environment · Buildings

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Mr. Paul Mauriello
Deputy Department Director
Public Works and Waste Management Department
2525 NW 62nd Street, #5001
Miami, Florida 33147

Subject: Review of Proposed Second Amended and Restated Non-Exclusive Agreement Between Miami-Dade County, Florida, and Waste Management Inc. of Florida, for Provision of Municipal Solid Waste Disposal, Redline Version Final (the "Agreement")

Date:
March 6, 2015

Contact:
Robert French, PE, BCEE

Phone:
239.218.6821

Email:
Robert.French@arcadis-us.com

Dear Mr. Mauriello:

Miami-Dade County has enjoyed a long-standing relationship with Waste Management, Inc. of Florida ("WMIF"), for disposal of solid waste at the Medley Class 1 Landfill (known within subject agreement as "Landfill") and the Central Disposal Landfill (known within subject agreement as "Monarch Hill Landfill"). Rather than allow the agreement for services to expire in 2015, the Public Works and Waste Management Department ("PWWM") initiated negotiations with WMIF to amend the Agreement providing for the extension of the term and services provided therein. Bond Engineer, while not directly involved in the negotiations, met with PWWM staff on multiple occasions during the negotiations to discuss the proposed terms and conditions of the amended Agreement.

Bond Engineer has been tasked with reviewing substantive changes to the Agreement represented in subject Redline Version Final received March 5, 2015. As with most revised agreements, the terms and conditions contained herein are the result of give and take negotiations, and include both financial and policy changes. Bond Engineer has attempted to review the Agreement as a whole rather than dwell on any issue or term that might singularly benefit either party.

Article 2 – Waste Management Responsibilities

Section B(1) increases the amount of solid waste that WMIF is required to accept from up to 250,000 tons annually to up to 500,000 tons annually at the Landfill (formerly Medley Landfill).

Section B(2) provides that WMIF is required to accept up to 250,000 tons of solid waste annually at Alternate Landfill #1 and up to 500,000 tons of solid waste annually at Alternate Landfill #2 (Monarch Hill and Okeechobee County landfills respectively), for a solid waste disposal capacity of up to 750,000 tons annually.

The combined total solid waste capacity guaranteed by WMIF from Section B(1) and B(2) is up to 1,250,000 tons of solid waste annually.

Section B(3) provides for the further increase of the amount of solid waste that may be delivered to the Landfill, Alternate Landfill #1 and Alternate Landfill #2 upon mutual agreement of the County and WMIF.

Section B(4) and B(5) provides for compliance with applicable federal, state and local laws and rules, and provides for WMIF ownership in perpetuity of all solid waste delivered to WMIF under this Agreement.

Section E provides for an increase of solid waste to be delivered by WMIF to the County at the County's Contract disposal rate, from 91,000 to 100,000 tons of solid waste annually.

Section F provides that WMIF waste delivery shortfall during FY2014 shall be settled by adding 906 tons per year to WMIF's waste delivery guarantee for five years.

Section G provides for the continuation of Disposal Surcharge Fee payments by WMIF to the County for waste disposed at the Landfill and establishes the FY 2015 rate for those payments at $2.34 per ton, increased annually by CPI index.

Article 3 – County Responsibilities

Section A(1) increases the County's guaranteed delivery of solid waste from 100,000 tons to 250,000 tons of solid waste annually at the Landfill or Alternate Landfill #2.

Section A(2) provides for an increase in the County's guaranteed delivery to 300,000 tons annually provided that sufficient solid waste is available in the System and the department's (PWWM) annual budget can sustain the increase expenditure while maintaining a stable financial outlook. Additionally, this section provides for a $1.50 per ton decrease in the rate charged by WMIF for the incremental increase in solid waste (50,000 tons) incurred by this section.

Section A(3) establishes that there is no waste delivery guarantee for Alternate Landfill #1 or Alternate Landfill #2 on the part of the County.

Section A(4) requires the County to provide 500,000 tons of solid waste to WMIF in accordance with Article 2 during any fiscal year that the County exports waste outside the County for disposal with the exception of emergency export of disaster debris and deliveries to Alternate Landfill #2.

Section C provides for the disposal fees at each of the WMIF landfill facilities named in this Agreement including increases based on CPI index.

Article 5 – Duration of Agreement

This Article provides that the Agreement will be effective until September 30, 2035 with provisions for extension by mutual agreement thereafter.

Discussion

This Proposed Agreement includes provisions that will result in benefit to both parties. WMIF has agreed to accept an increased volume of solid waste at the Landfill, Alternate Landfill #1 and Alternate Landfill #2. This commitment of waste disposal capacity enhances the flexibility of the County's Solid Waste Operation over the next 20-years.

The County has agreed to increase the amount of guaranteed waste delivery to the Landfill in a volume that more closely matches the current disposal volume of unprocessable waste and residue from the Resources Recovery Facility. Additionally, it provides the flexibility for the County to substantially increase that volume, if needed or desirable, which results in improved reliability of County's Solid Waste Disposal System.

Based on this discussion, it is the opinion of the Bond Engineer that this Agreement is beneficial to the County's Solid Waste Disposal System and recommends approval by the Board of County Commissioners.

Very truly yours,

ARCADIS U.S., INC.

Robert H. French, P.E., BCEE
Principal-In-Charge

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 2, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(L)(3)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(3)
6-2-15

RESOLUTION NO. R-493-15

RESOLUTION APPROVING THE SECOND AMENDED AND RESTATED NON-EXCLUSIVE AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA AND WASTE MANAGEMENT INC. OF FLORIDA FOR PROVISION OF MUNICIPAL SOLID WASTE DISPOSAL SERVICES; AND AUTHORIZING MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE PROVISIONS CONTAINED THEREIN, INCLUDING OPTIONS AND TERMINATION

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Second Amended and Restated Non-Exclusive Agreement Between Miami-Dade County, Florida and Waste Management Inc. of Florida for Provision of Municipal Solid Waste Disposal Services in substantially the form attached hereto is approved and the Mayor or Mayor's designee is authorized to execute the Agreement and to exercise all provisions contained in the Agreement, including options and termination.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz** , who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of June, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Altanese Phenelus

SECOND AMENDED AND RESTATED NON-EXCLUSIVE AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA AND WASTE MANAGEMENT INC. OF FLORIDA FOR PROVISION OF MUNICIPAL SOLID WASTE DISPOSAL SERVICES

SECOND AMENDED AND RESTATED NON-EXCLUSIVE AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA AND WASTE MANAGEMENT INC. OF FLORIDA FOR PROVISION OF MUNICIPAL SOLID WASTE DISPOSAL SERVICES

This second amended and restated non-exclusive agreement for provision of municipal solid waste disposal services ("Agreement") is made this day of , 2015 by and between WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation (hereinafter referred to as "**WASTE MANAGEMENT**"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as the "**COUNTY**").

WITNESSETH:

BACKGROUND RECITALS

Whereas, the Miami-Dade County Board of County Commissioners (the "Board") hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County to provide for Solid Waste disposal and management facilities and services; and

Whereas, the County desires to maximize the use of its Resources Recovery facility processes and to extend the life of its landfills; and

Whereas, the Contract Cities desire to use the County Solid Waste Management System for their Solid Waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate as applicable); and

Whereas, the Contract Cities as defined herein, desire to continue their reliance on the County Solid Waste Management System to satisfy Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to Solid Waste disposal capacity for the Solid Waste which each Contract City collects for disposal, or that which is collected for it by third parties under contract with the Contract City for disposal, and which is committed to the County for disposal in the County Solid Waste Management System in accordance with the Interlocal Agreement between the Contract Cities and the County, and actually disposed of therein; and

Whereas, WASTE MANAGEMENT owns and operates the only private Class I landfill in Miami-Dade County, which is located at 9350 N.W. 89 Avenue (the "Landfill"); and

Whereas, through this agreement the Landfill and the Alternate Landfills are contracted components of the County Solid Waste Management System consistent with County's policy as stated in the Comprehensive Development Master Plan which prohibits the establishment of disposal facilities not integrated into this System; and

Whereas, the County acknowledges that Waste Management's landfills represent resources capable of satisfying, in part, the Concurrency requirements of state law as well as the County's responsibilities to secure the health, safety and welfare of its citizens by maintaining the long term availability of Solid Waste disposal facilities; and

Whereas, by this Agreement the County and Waste Management have secured a beneficial long-term contractual relationship to enable the County to utilize Waste Management's waste disposal facilities to satisfy the County's (including Contract Cities') Solid Waste disposal needs, including, without limitation, securing the availability of long-term Solid Waste disposal capacity to satisfy planning and health, safety and welfare concerns; and

Whereas, the County must comply with the stipulations of Bond Ordinance No. 96-168 regarding the construction, acquisition, or operation of any private Solid Waste disposal facilities within the County that may compete or tend to compete with the County Solid Waste Management System, and the provisions of County Ordinance No. 92-155 regarding permitting of resource recovery and management facilities; and

Whereas, the initial development and subsequent expansions of the Landfill were authorized prior to adoption by the Board of County Commissioners of Ordinance No. 92-155, which places restrictions on development of resource recovery and management facilities in Miami-Dade County, and therefore portions of the Landfill have grandfather status with regard to the provisions of this ordinance for its existing and County approved airspace; and

Whereas, Waste Management has agreed to the Waste delivery guarantee and Disposal Surcharge Fee contained in this Agreement which contribute toward mitigation of the adverse impacts to the County from operation of the Landfill; and

Whereas, Waste Management agrees that any future expansions of the Landfill shall be treated as a new Solid Waste management facility by the County for permitting purposes consistent with the provisions of Ordinance No. 92-155; and

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following capitalized words and phrases shall be given the following respective meanings:

Alternate Landfill #1 - the Monarch Hill Landfill, owned by Waste Management Inc. of Florida, and which is located in the unincorporated area of Broward County, Florida.

Alternate Landfill #2 - the Okeechobee County Landfill, a wholly owned subsidiary of Waste Management Inc. of Florida, and which is located in Okeechobee County, Florida.

Board - the Miami-Dade County Board of County Commissioners.

Change in Law - after the date of execution of this Agreement, (a) the adoption, promulgation, issuance, modification, or change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, of the United States or any state or territory thereof, unless (i) such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental

entity or official having jurisdiction, or (ii) compliance with such law, regulation, rule requirement, ruling or ordinance was provided for in the Agreement; (b) the issuance of an order and/or judgment of any governmental entity or official having jurisdiction, to the extent such order and/or judgment constitutes a reversal of a prior applicable order and/or judgment, or an overturning of prior administrative policy or judicial precedent.

Contract City (ies) - the municipal corporation or corporations existing under the laws of the State of Florida, that have entered into an Interlocal Agreement with the County for use of the County Solid Waste Management System.

County - Miami-Dade County, Florida, by and through its Board of County Commissioners.

County Solid Waste Management System (System) - The aggregate of those Solid Waste management facilities owned by or operated under contract with Miami-Dade County, which shall include the North Dade Landfill (21500 NW 47th Avenue); South Dade Landfill (23707 SW 97th Avenue); Resources Recovery Facility (6990 NW 97th Avenue); Waste Management of Florida, Inc. Landfill in the Town of Medley, Florida (9350 NW 89th Avenue); Northeast Transfer Station (18701 NE 6th Avenue); Central Transfer Station (1150 NW 20th Street); West Transfer Station (2900 SW 72nd Avenue); and other such facilities as may be added to or deleted from this listing from time to time, by the County Mayor at his/her sole discretion. Such additions or deletions may be made by use of an attachment hereto without need for formal amendment to this Agreement.

Director - the Director of the Public Works and Waste Management Department or his/her designee.

Disposal Fee - the fee charged to dispose of Solid Waste at the Landfill, Alternate Landfill #1 and Alternate Landfill #2. This fee does not include any federal, state or local fees, charges or surcharges.

Disposal Surcharge Fee - a fee charged per ton of Waste, generated from either inside or outside Miami-Dade County, that Waste Management delivers to the lined Class I disposal cells at the Landfill which shall be used to mitigate the adverse financial impact to the County from Landfill operation. The Disposal Surcharge Fee shall not apply to Waste delivered by or on behalf of Miami-Dade County.

Environmental Law - all applicable laws, ordinances, orders, and resolutions relating to the environment, including without limitation, rules or regulations relating to the environment issued or enacted by any regulatory agency with jurisdiction over the Landfill, Alternate Landfill #1 or Alternate Landfill #2.

Fiscal Year - the period beginning October 1 of each year and ending September 30 of the subsequent year. The use of the words "annual" or "annually" in this Agreement shall mean a Fiscal Year. All annual amounts stated herein shall be prorated for any partial Fiscal Year.

Force Majeure - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, hurricane, flood or similar occurrence, strike, act of a public enemy, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or

obligations under this Agreement which by the exercise of due diligence the party relying thereon as justification for not performing any obligation under this Agreement shall not have been able to avoid, and which is not the result of a willful or negligent action or omission of such party.

Garbage - any accumulation of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of, edibles, and any other matter, of any nature whatsoever, which is subject to decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ-carrying insects.

Hazardous Waste - as defined in Chapter 403, Part IV, Florida Statutes, as amended.

Landfill - the Waste Management Inc. of Florida landfill which is located at 9350 N.W. 89 Avenue, in the Town of Medley, Florida.

Municipal Solid Waste (MSW) or **Solid Waste** or **Waste** - all discarded materials or substances, exclusive of source-separated recyclable materials, including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including waste tires, sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form.

Source-Separated Recyclable Materials - materials separated from MSW at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to: clean yard trash, construction and demolition debris material, Waste actually used as landfill cover, aseptic and gable-top containers, corrugated cardboard, magazines, mixed waste paper, newspapers, telephone books, household batteries, glass containers, plastic containers, steel cans, aluminum cans, and other source-separated recyclable materials as may be approved for addition to this listing from time to time by the County Mayor, which approval shall not be unreasonably withheld; such additions may be made by use of an attachment hereto without need for formal amendment to this Agreement.

Trash - any accumulation of paper, packing material, rags or wooden or paper boxes or containers, sweepings and all other accumulations of a nature other than Garbage, which are usual to housekeeping and to the operation of commercial establishments.

Unacceptable Waste - any Waste that cannot be legally disposed of at a Class I Landfill in accordance with Environmental Law.

Waste Tire - a tire from a motorized vehicle that is no longer suitable for its originally-intended purpose because of wear, damage or defect, or which is no longer intended by the holder thereof for vehicular use.

ARTICLE 1
CONSTRUCTION OF AGREEMENT

The word "shall" as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2
WASTE MANAGEMENT RESPONSIBILITIES

A. **Permits.** Waste Management shall diligently pursue such permits, approvals, and licenses, if any, as are required for the disposal of Solid Waste at the Landfill which is delivered by or on behalf of or at the direction of the County pursuant to this Agreement. Waste Management's further obligations hereunder are expressly subject to the issuance of final, non-appealable licenses, permits and approvals as are required for the operations and services described herein.

Waste Management shall continue to provide off-site and on-site groundwater sampling data in accordance with the frequency(ies) (limited to a quarterly maximum) and locations as specified by the Miami-Dade County Department of Regulatory and Economic Resources (RER). Groundwater samples shall be analyzed in accordance with RER approved monitoring parameters, as amended. The analysis results shall be forwarded to RER within fifteen (15) days of their receipt by Waste Management.

B. **Waste Disposal.**
(1) Waste Management shall accept up to Five Hundred Thousand (500,000) tons of Solid Waste annually at the Landfill, which is delivered by or on behalf of or at the direction of the County pursuant to this Agreement.

(2) Annually, Waste Management shall accept Solid Waste which is delivered by or on behalf of or at the direction of the County pursuant to this Agreement at Alternate Landfill #1 up to Two Hundred Fifty Thousand (250,000) tons and Alternate Landfill #2 up to Five Hundred Thousand (500,000) tons.

(3) The above maximum amounts of Solid Waste may be increased upon the same terms and conditions contained herein with the mutual written consent of both parties without formal amendment to this Agreement. Additional Waste disposal capacity may also be made available by Waste Management for use by the County at other Waste Management owned or operated Solid Waste management facilities at volumes and rates mutually agreeable to both Waste Management and the County pursuant to this Agreement.

(4) The provision of Solid Waste disposal services under this Agreement shall comply with all applicable federal, state and local laws and rules.

(5) Waste Management shall take title in perpetuity to all Waste delivered to the Landfill, Alternate Landfill #1, Alternate Landfill #2, or any other waste management facility owned or operated by Waste Management, by or on behalf or at the direction of the County pursuant to this Agreement.

C. **Unacceptable Waste.** Waste Management may refuse for disposal any load of Solid Waste which, based on substantial competent evidence, Waste Management has determined to contain Unacceptable Waste. In the event Unacceptable Waste is disposed by or on behalf of or at the direction of the County, and the applicable party responsible for the Unacceptable Waste fails to remove such Unacceptable Waste within twenty-four (24) hours after delivery, Waste Management may take any and all appropriate action to remove and dispose of the Unacceptable Waste as required by law and the County shall pay all costs incurred for such removal, transportation and disposal for which verifiable information pertaining to such costs is provided in written form to the County by Waste Management. Waste Management shall use reasonable commercial efforts to minimize said costs. Waste Management shall notify the County immediately by phone of its intent to refuse disposal of any Waste delivered by or on behalf of or at the direction of the County pursuant to this Agreement, or to remove, transport and dispose of Unacceptable Waste delivered by or on behalf of or at the direction of the County.

D. **Waste Delivery Limitations.** Annually, Waste Management may dispose of up to 200,000 tons of Solid Waste generated outside of Miami-Dade County in the Landfill, provided that Waste Management provides prior notice to the County in accordance with Article 6 of this Agreement. Disposal of Solid Waste generated outside of Miami-Dade County in excess of 200,000 tons annually will require prior written approval of the Director, which approval shall not be unreasonably withheld. All Solid Waste from outside the County disposed of in the Landfill by Waste Management shall be subject to the Disposal Surcharge Fee.

Waste Management shall only accept Waste at the Landfill from its own company or subsidiaries, which may include the transfer of Waste by Waste Management or subsidiaries and Waste transferred for it by third parties under contract with Waste Management, from an RER permitted Solid Waste transfer facility located in Miami-Dade County to the Landfill for disposal, and such Waste deliveries shall be subject to the Disposal Surcharge Fee.

E. **Waste Delivery Guarantee.** From and after the effective date of this Agreement, and for the initial term and any renewal terms of this Agreement, Waste Management shall deliver to any County Solid Waste disposal site open to the general public an annual amount of Solid Waste of not less than One Hundred Thousand (100,000) tons, which shall be delivered at a consistent rate of approximately Eight Thousand Three Hundred 8,300 tons per month at the County's contract disposal rate, which is the County's lowest Solid Waste disposal rate. In the event that Waste Management enters into a Solid Waste agreement with any Contract City not already under contract with Waste Management subsequent to July 31, 1998, the Waste collected pursuant to such agreement shall not count toward satisfaction of Waste Management's annual Waste delivery guarantee referenced herein during the initial term and any renewal terms of this Agreement.

From and after the effective date of this Agreement, and for the initial term and any renewal terms of this Agreement, Waste Management agrees to dispose of a minimum of 230,000 tons per year of Waste it collects at the lined Class I Solid Waste disposal cells at the Landfill, or all the Solid Waste that Waste Management or its subsidiaries collect, including that which is collected for it by third parties under contract with Waste Management, from within Miami-Dade County, whichever is less.

F. **Settlement of Waste Delivery Shortfall.** Waste Management's Waste delivery shortfall in the amount of 4,530 tons for the period October 1, 2013 through September 30, 2014 shall be

settled by adding 906 tons of Waste per year to Waste Management's Waste delivery guarantee for five (5) consecutive years starting with the first year of this Agreement.

G. **Disposal Surcharge Fees.** Waste Management shall pay the County a Disposal Surcharge Fee for Waste disposed of at the lined Class I Solid Waste disposal cells at the Landfill, except for materials which are accepted at no charge to the customer. Waste Management shall obtain County approval prior to accepting materials at no charge. Beginning October 1, 2014 and continuing through September 30, 2015 the Disposal Surcharge Fee shall be $2.34 per ton. The Disposal Surcharge Fee shall be increased or decreased for inflation or deflation beginning on October 1, 2015 and on the first day of each Fiscal Year thereafter, relative to increases or decreases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States (CPI) for the prior period of July 1 through June 30. Such CPI increases or decreases shall be capped at five percent (5%) per year for the term of this Agreement. The Disposal Surcharge Fee shall be paid quarterly in arrears and shall be due within 15 days of the end of the quarter commencing with the end of the first quarter after the execution of this Agreement.

H. **Additional Taxes, Surcharges or Fees.** Any taxes, special surcharges, or fees levied by any governmental entity on the disposal of Solid Waste shall be collected and paid by Waste Management to the appropriate governmental entity. Any such fee will not be deducted from the Disposal Surcharge Fee. In the event the County adds any of the above taxes, surcharges, or fees for any reason, each shall be levied on all landfills and Solid Waste management facilities within the County. Waste Management shall account for such additional taxes, surcharges or fees, separately from the Disposal Surcharge Fee in Section G above.

ARTICLE 3
COUNTY RESPONSIBILITIES

A. **Waste Delivery Guarantee.**

(1) Beginning on the effective date of this Agreement and continuing thereafter for the remainder of the initial term or any renewal terms of this Agreement, the County shall guarantee Waste Management minimum annual Solid Waste deliveries at the Landfill or Alternate Landfill #2, by or on behalf of or at the direction of the County pursuant to this Agreement, in the amount of Two Hundred Fifty Thousand (250,000) tons.

(2) The County's Waste delivery guarantee may be increased up to Three Hundred Thousand (300,000) tons provided that sufficient Waste is available in the System and the department's annual budget can sustain the increased expenditure and maintain a stable financial outlook, as determined by the County in its sole discretion. This variable portion of the County's Waste delivery obligation (the up to 50,000 tons between Two Hundred Fifty Thousand (250,000) tons and Three Hundred Thousand (300,000) tons) shall be determined annually as part of the budget development and approval process and shall be effective October 1st of each year. In the event that the County's Waste delivery guarantee is so increased, the County will obtain a $1.50 reduction in the Disposal Fee at the Landfill for the 50,000 tons increment described above.

The above described reduction in the Disposal Fee shall be increased or decreased for inflation or deflation beginning on October 1, 2015 and on the first day of each Fiscal Year thereafter, relative to increases or decreases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States (CPI) for the prior period of July 1

through June 30. Such CPI increases or decreases shall be capped at five percent (5%) per year for the term of this Agreement.

(3) There shall be no annual Waste delivery guarantee at Alternate Landfill #1 or Alternate Landfill #2 on the part of the County; however, Waste deliveries to Alternate Landfill #2 count toward satisfaction of the waste delivery guarantee at the Landfill as set forth in Subsection (A)1 of this Article.

(4) The County shall commit to fulfill the Five Hundred Thousand (500,000) tons of Waste that Waste Management has agreed to accept at the Landfill prior to exporting Waste out of the County, however this commitment shall not apply to the emergency export of debris generated by a natural or manmade disaster including, but not limited to, a hurricane and Waste deliveries to Alternate Landfill #2, as set forth in Subsection A(1) of this Article.

B. **Unacceptable Waste.** The County understands and agrees that the Landfill, Alternate Landfill #1 and Alternate Landfill #2 will not accept or dispose of any Unacceptable Waste and the County and those parties delivering Waste on behalf of or at the direction of the County shall remove all such Waste prior to delivering Solid Waste to the Landfill, except, to the extent consistent with applicable regulatory and permit requirements, such minor amounts of Unacceptable Waste (other than Hazardous Waste) as may be contained in the normal Solid Waste stream.

C. **Disposal Fees.**
The County shall pay a Disposal Fee for each ton of MSW delivered for disposal to the Landfill, Alternate Landfill #1, and Alternate Landfill #2 by or on behalf of or at the direction of the County pursuant to this Agreement.

(1) Beginning on the effective date of this Agreement, the County shall pay Waste Management a Disposal Fee of Thirty-Four and 17/100 dollars ($34.17) Waste delivered to the Landfill.

(2) Beginning on the effective date of this Agreement, the County shall pay Waste Management a Disposal Fee of Thirty-Four and 17/100 dollars ($34.17) per ton for Waste delivered to Alternate Landfill #1.

(3) Beginning on the effective date of this Agreement, the County shall pay Waste Management a Disposal Fee of Thirty and 00/100 dollars ($30.00) per ton for Waste delivered to Alternate Landfill #2.

The Disposal Fees may be increased or decreased for inflation or deflation beginning on October 1, 2015, and on the first day of each Fiscal Year thereafter, relative to increases or decreases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States (CPI) for the prior period of July 1 through June 30. Such CPI increases or decreases shall be capped at five percent (5%) per year for the term of this Agreement. In addition, the County will pay any federal, state, or local per ton charge or fee imposed on the disposal of MSW at the Landfill, Alternate Landfill #1, and Alternate Landfill #2 as applicable. The Disposal Fee shall not otherwise increase, unless as required by Change in Law, as defined herein, which may occur at any time during the term of this Agreement.

D. **Change in Law Disposal Fee Adjustments.** Waste Management shall notify the County of proposed Disposal Fee adjustments on the basis of Change in Law. Simultaneously with such notification, Waste Management shall submit certified financial information prepared by a Certified Public Accountant licensed to practice in the State of Florida which shall contain substantial proof and justification to support the need for the Disposal Fee adjustment. The County may request from Waste Management, and Waste Management shall provide at its sole expense, such further information, including certified financial information prepared by a Certified Public Accountant licensed to practice in the State of Florida, as may be reasonably necessary in making its determination of fee justification. The County Mayor shall approve, deny, or modify the Disposal Fee adjustment request, in whole or in part, at his/her sole discretion, within thirty (30) days of the request and receipt of all other additional information required by the County. The County Mayor's approval, of proposed fee adjustments shall not be unreasonably withheld.

E. **Terms of Payment.** The County shall pay Waste Management the applicable Disposal Fees based on Landfill, Alternate Landfill #1, and Alternate Landfill #2 weighing records or transaction tickets, within thirty (30) days of the last day of each month, commencing in the first month after the effective date of this Agreement, and continuing monthly thereafter for the term of this Agreement.

F. **Other Waste Facilities.** The County and Waste Management acknowledge that, due to the fact that remaining permitted airspace at the Landfill approved prior to adoption of Ordinance No. 92-155 has grandfather status with regard to Ordinance No. 92-155, which places restrictions on development of resource recovery and management facilities in Miami-Dade County, the Waste Delivery Guarantee and Disposal Surcharge Fee contained in this Agreement may in the aggregate be of proportionately lesser value than similar mitigation measures that have been or will be applied to other resource recovery and management facilities in Miami-Dade County. Notwithstanding this acknowledgment, in the event that the County allows establishment of any other non-County owned Class I or Class III landfills or other resource recovery and management facilities, as defined in the County Code, Chapter 24, Environmental Protection, within Miami-Dade County, subsequent to the effective date of this Agreement, the County agrees that it shall impose charges and/or waste delivery guarantees, in accordance with the County Code, Chapter 15, Solid Waste Management, Section 15-18, Resource Recovery and Management Facility Permitting, which are no less stringent than those agreed to by Waste Management in this Agreement.

ARTICLE 4
WEIGHING RECORDS

Waste Management shall cause the Landfill, Alternate Landfill #1, and Alternate Landfill #2 facilities to operate and maintain motor truck scales calibrated to the accuracy required by Florida law and to weigh all vehicles delivering MSW. Each vehicle delivering MSW to the Landfill shall have a uniquely numbered County sticker and its tare weight and cubic yard capacity permanently and conspicuously displayed on the exterior of the vehicle. All such vehicles shall be weighed when entering the Landfill, Alternate Landfill #1, or Alternate Landfill #2 as applicable. Waste Management may, from time to time, require revalidation of the tare weight of any vehicle. If weighing scales are inoperable or are being tested, the facility operator shall estimate the quantity of MSW delivered using a schedule of estimated waste material weights in accordance with Section 15-25, Fees for Disposal of Solid Waste Brought to County

Solid Waste Management Facilities, Subsections (b) and (d) of the Miami-Dade County Code, as amended from time to time. The estimates shall take the place of actual weighing records, when the scales are not operational. By Monday of each week, the scale house transaction data from the Landfill, Alternate Landfill #1, and Alternate Landfill #2, as applicable, for the previous week shall be provided to the County. The transaction data shall be provided as a hard copy and electronic format, or as entered into the County's scale house system. Computerized data shall be provided in an electronic format determined by the County and accompanied by the applicable file layout. If, in its sole discretion, the County determines that Waste Management's scale house system at any of the facilities is not adequate for the County's needs and cannot be modified, then the County, at its sole cost, may switch Waste Management's scale house system to the County's scale house computer system. The County, at its sole option and cost, may have an employee in the scale house whenever the scale house is open at any of the facilities. The County employee shall be entitled to obtain a copy of each transaction ticket applicable to Waste delivered by or on behalf of or at the direction of the County as each such transaction occurs.

ARTICLE 5
DURATION OF AGREEMENT

The term of MSW deliveries by the County to Waste Management and by Waste Management to the County under this Agreement shall commence with the date of execution and shall remain in effect up to and including September 30, 2035 unless otherwise terminated. This Agreement shall be renewed for two (2) subsequent five (5) year periods unless the County or Waste Management provide notice of intent to terminate in the manner set forth in Article 6 at least one hundred and eighty (180) days prior to the expiration of the initial term or any renewal term. The County acknowledges that Waste Management may require additional expansion of the Landfill in order to fulfill its obligations under this Agreement. Waste Management will diligently pursue such permits, licenses, and approvals as may be required for the disposal of Solid Waste, and to the extent authorized by law and deemed reasonable by the County Mayor, the County will assist and cooperate with Waste Management in securing the permits, licenses, and approvals necessary for Waste Management's continued disposal of Solid Waste for the entire term (including any renewals) of this Agreement. Waste Management acknowledges that the County cannot guarantee issuance of permits, licenses, or approvals required by the County or any other agency.

ARTICLE 6
APPROVALS AND NOTICES

Notices and approvals required or contemplated by this Agreement shall be written and personally served or mailed, by registered or certified United States mail, with return receipt requested, to the following address:

To County:
Miami-Dade County Florida
111 N.W. 1st Street, 29th Floor
Miami, FL 33128
Attn.: County Mayor

cc: Public Works and Waste Management Department
111 N.W. 1st Street, 16th Floor
Miami, FL 33166
Attn.: Director

cc: Miami-Dade County Attorney's Office
111 N.W. 1st Street, 27th Floor
Miami, FL 33128
Attn.: Assistant County Attorney Representing Public Works & Waste Management

To Waste Management:
Waste Management Inc. of Florida
3401 NW 110 Street
Miami, FL 33167
Attn.: Alex Gonzalez
Phone: 305 525-5953

cc: Waste Management Inc. of Florida
2700 NW 48th Street
Pompano Beach, FL 33073
Attn.: Tim Hawkins
Phone: 954 789-9037

ARTICLE 7
AMENDMENT TO AGREEMENT

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.

ARTICLE 8
NON-ASSIGNMENT

In no case shall Waste Management assign, transfer, convey or otherwise hypothecate any interest, rights, duties, or obligations hereunder, or any part thereof to any person, partnership, corporation or other entity, or to, including without limitation, any division, subsidiary or affiliate of Waste Management, without approval in writing by the County Mayor in his sole discretion. In the event Waste Management attempts to assign, transfer, convey or otherwise hypothecate this Agreement or its rights, duties or obligations hereunder, or any part thereof, the County may at its option, terminate this Agreement within five (5) days of issuing notice of its intent to terminate in accordance with Article 6 of this Agreement.

In no case shall the County assign, transfer or convey to third parties its rights to the disposal capacities set forth in Article 2 of this Agreement without the written consent of Waste Management.

ARTICLE 9
INDEMNIFICATION

Waste Management shall indemnify and hold harmless the County and its officers, employees and agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees or agents may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including, without limitation, Worker's Compensation claims and violations of Environmental Law, arising out of or resulting from the negligence of Waste Management or its employees', agents', servants', partners', principals' or subcontractors' within the scope of this Agreement; and Waste Management shall, at its own expense and at the County's option, appear, defend and pay all charges or attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgments shall be rendered against the County or its officers, employees or agents in any such action, Waste Management shall, at its own expense, satisfy and discharge same. Waste Management expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Waste Management, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees or agents as herein provided.

ARTICLE 10
INSURANCE REQUIREMENTS

Insurance Requirements: County

Waste Management recognizes that the County has an on-going self-insurance program for Worker's Compensation, Public Liability and Automobile Liability, in compliance with and subject to limitations of the Florida Statutes, Section 768.28.

Insurance Requirements: Waste Management
In addition to any specific state or federal insurance requirements, Waste Management shall furnish to Miami-Dade County, c/o Risk Management Division, 111 N.W. 1st Street, Suite 2340, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

a. Worker's Compensation Insurance for all employees of the Contractor or governmental entity as required by Florida Statute 440.

b. Public Liability Insurance on a comprehensive basis, including XCU, Completed Operations and Pollution Liability coverage in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. The County must be shown as an additional insured with respect to this coverage.

c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of Waste Management.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of the Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

ARTICLE 11
NONDISCRIMINATION

Waste Management agrees that there will be no discrimination as to race, sex, religion, age, handicaps, color, creed, or national origin with regard to obligations, work, and services performed under the terms of this Agreement. Waste Management agrees to comply with Executive order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41CFR, Part 60).

ARTICLE 12
RIGHTS OF OTHERS

Nothing in this Agreement, either 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. There are no third party beneficiaries to this Agreement.

ARTICLE 13
WAIVER

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

ARTICLE 14
FORCE MAJEURE

Neither party hereto shall be liable for its failure to carry out its obligations under this Agreement during any period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligations of the party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a Force Majeure delay has commenced within five (5) working days after such commencement. If a party fails to give timely notice, such failure shall not prejudice any party's right to justify any non-performance as caused by Force Majeure, unless the failure to give timely notice causes material prejudice to the other party.

ARTICLE 15
COUNTY EVENT OF DEFAULT

The failure by the County to substantially fulfill any of its material obligations in accordance with this Agreement, unless excuses are justified by Force Majeure, shall constitute a "County event of default". If a County event of default should occur, Waste Management shall have all of the following rights and remedies which each may exercise singly or in combination: 1. the right to declare that this Agreement together with all rights granted to the County hereunder are terminated, effective upon such date as is designated by Waste Management; 2. any and all other rights provided under federal laws and the laws of the State of Florida. In any event, the County shall maintain responsibility for any debts owed to Waste Management for services provided under the terms of this Agreement. Notwithstanding any other provision of this article, Waste Management shall not terminate this Agreement for a "County event of default" unless Waste Management first give(s) the County written notice of intent to terminate specifying the alleged default, and providing the County a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 16
WASTE MANAGEMENT EVENT OF DEFAULT

Without limitation, the failure by Waste Management to substantially fulfill any of its material obligations in accordance with this Agreement, unless excuses are justified by Force Majeure, shall constitute a "Waste Management event of default". If a Waste Management event of default should occur, the County shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that all rights granted to Waste Management hereunder are terminated, effective upon such date as is designated by the County; 2. any and all rights provided under federal laws and the laws of the State of Florida. In any event, Waste Management shall maintain responsibility for any debts owed to the County for services provided under the terms of this Agreement. Notwithstanding any other provision of this article, the County shall not terminate this Agreement for a "Waste Management event of default" unless the County first give(s) Waste Management written notice of intent to terminate specifying the alleged default, and providing Waste Management a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 17
AGREEMENT GOVERNS; ENTIRE AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof, and which involve the Public Works and Waste Management Department, that are not merged herein and superseded hereby.

ARTICLE 18
HEADINGS

The Section headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way effect its provisions.

ARTICLE 19
RELATIONSHIPS OF THE PARTIES

Nothing herein shall be construed as creating a partnership or joint venture between the County and Waste Management. No person performing any of the work or services described hereunder shall be considered and officer, agent, servant or employee of the County, nor shall any such person be entitled to any benefits available or granted to employees of the County.

ARTICLE 20
FLORIDA LAW GOVERNS; VENUE IN MIAMI-DADE COUNTY, FLORIDA

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

ARTICLE 21
BINDING EFFECT

This Agreement shall be binding upon the parties and their respective successors and assigns.

ARTICLE 22
COUNTERPARTS

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

ARTICLE 23
SEVERABILITY

If any term, covenant or provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the balance of this Agreement shall remain in effect and be construed without regard to such provision.

[continued on following page]

IN WITNESS WHEREOF, Miami-Dade County, Florida, by and through its Board of County Commissioners has caused this Agreement to be executed in its name by the County Mayor or his 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 WASTE MANAGEMENT has caused this Agreement to be executed in its name by its Chairman or President attested by its Assistant Secretary and has caused the seal of the corporation to be attached, all on the date stated above.

ATTEST:

By:_____
Assistant Secretary

WASTE MANAGEMENT INC. OF FLORIDA
A Florida Corporation

By:_____
Tim Hawkins, President

[SEAL]

ATTEST:

HARVEY RUVIN

By:_____
Clerk of the Board

MIAMI-DADE COUNTY, a political subdivision of the State of Florida BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Carlos A. Gimenez
County Mayor

Approved for Legal Sufficiency by:

_____
Assistant County Attorney