

MEMORANDUM OF UNDERSTANDING
FOR COLLECTION OF HURRICANE DEBRIS

This Memorandum of Understanding is dated this 15th day of SEPT 2017 by and between WASTE MANAGEMENT, INC. OF FLORIDA ("WMIF"), a Florida corporation, and TOWN OF JUPITER INLET COLONY, FLORIDA, a municipal corporation ("Town").

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

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

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

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

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

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

\$ #10.00 per cubic yard as determined by the actual volume of the load, as confirmed by the Town's monitor and verified by WMIF's authorized representative. Such charge does not include disposal.

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

3. INDEMNITY. Each of WMIF and Town 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 continue for such period as is necessary or convenient to dispose of all Hurricane Irma Generated Debris in the Town but not longer than six months from the date hereof.

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

ATTEST:

Vikki Opton
Vikki Opton

ATTEST

WASTE MANAGEMENT INC. OF FLORIDA

By: *Jeffrey L. Sabid*

Its: GOVERNMENT AFFAIRS MGR -

TOWN OF JUPITER INLET COLONY

By: _____

Its: _____

EXHIBIT A
PAYMENT TERMS

WMIF shall tender Town a statement of the compensation due WMIF on a weekly basis. Town shall pay the statement biweekly. It is understood that the Town's failure to receive monies from FEMA or other agencies shall not abrogate Town's obligation to pay WMIF for services rendered hereunder. In any event, all monies due WMIF hereunder shall be paid in full with 30 days after completion of disposal activities by WMIF. Town shall pay interest on the unpaid balance at a rate of 1 1/2% per month not to exceed the highest lawful rate. In the event that WMIF engages in collection activities due to Town's non-payment and WMIF is the prevailing party, Town shall pay WMIF's reasonable attorneys' fees and costs relating to any collection activities. Failure of Town to make timely payment shall permit WMIF to suspend acceptance of material from Town and/or terminate this Memorandum of Understanding, in addition to all other rights and remedies WMIF may have at law or in equity.
