

RESOLUTION NO. 49-08-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMERGENCY MEMORANDUM OF UNDERSTANDING WITH WASTE MANAGEMENT, INC TO PROVIDE CURBSIDE RESIDENTIAL GARBAGE COLLECTION SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the state of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, as a result of the COVID19 pandemic, it has become necessary on an emergency basis to establish a Memorandum of Understanding with Waste Management, Inc. (the “Contractor”) to provide for stand-in curbside residential garbage collection in the event the Town’s Public Work Department is unable to provide such services due to staff sickness; and

WHEREAS, the Town Commission has determined that there is an exigent need to sign the Memorandum of Understanding to further the public’s health, safety, and welfare; and

WHEREAS, the Contractor is qualified and able, and has agreed to provide emergency stand-in residential garbage collection services at a cost of \$7.00 per household, per week; and

WHEREAS, there is no cost to establish the Memorandum of Understanding, nor is there a cost to the Town if the Contractor is not activated at the Town’s direction; and

WHEREAS, Town Manager has recommended to the Town Commission that it is in the best interest of the Town to enter the Memorandum of Understanding with the Contractor.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE
TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:**

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Mayor is hereby authorized and directed to execute the Memorandum of Understanding with Waste Management, Inc., a copy of which is attached hereto and incorporated herein as Exhibit 'A'.

Section 3. This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Commissioner Michaud, who moved its adoption. The motion was seconded by Commissioner Flaherty and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER ERIN FLAHERTY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER JOHN LINDEN	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COMMISSIONER ROGER MICHAUD	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Town Commission thereupon declared the foregoing Resolution No. 49-08-20 duly passed and adopted this 5 day of August, 2020.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



**MEMORANDUM OF UNDERSTANDING FOR CURBSIDE
RESIDENTIAL SINGLE FAMILY AND MULTIFAMILY COLLECTION SERVICES WITHIN
THE TOWN OF LAKE PARK**

THIS MEMORANDUM OF UNDERSTANDING is entered into this 5 day of August 2020, effective August 5, 2020, by and between the Town of Lake Park, a municipal corporation organized and constituted in accordance with the laws of the State of Florida ("Town"), and Waste Management Inc. of Florida, a Florida corporation, with a business address at 651 Industrial Way, Boynton Beach, Florida 33426 ("WMIF").

WITNESSETH:

WHEREAS, the Town provides residential curbside solid waste collection service to single family and multifamily homes within the Town; and

WHEREAS, the Town is unable to continue to provide such service and requires a third party to provide such service on a temporary basis; and

WHEREAS, WMIF is a waste and recycling collection company with expertise, equipment and personnel to provide the needed collection service required by the Town; and

WHEREAS, the Town desires WMIF to provide such collection service and WMIF is willing to provide same; and

WHEREAS, the parties desire to memorialize their agreement 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. **CUSTOMER LISTS, ROUTES/SCHEDULES.** The Town will provide to WMIF customer lists, routes and schedules for all single family and multifamily curbside customers to be serviced by WMIF.

2. **RESIDENTIAL CARTS.** WMIF is authorized to utilize the residential carts currently in place and serviced by the Town. WMIF shall utilize reasonable care in handling, transporting, dumping and moving the carts. WMIF shall not be liable or responsible for normal wear and tear to the containers.

3. **WASTE MATERIALS.** WMIF shall make collections two (2) times per week. WMIF may utilize two person non-automated rear-end load trucks for collections. WMIF shall dispose of non-hazardous commercial solid waste at the facilities of the Solid Waste Authority of Palm Beach. All disposal costs shall be borne by the Town. WMIF shall not be required to collect and dispose of hazardous waste, bio-hazardous or biomedical waste, or sludge and may reject any container that WMIF reasonably believes to contain same.

5. **RATES.** The Town shall pay WMIF \$7.00 per home per week. In the event WMIF provides services to the Town under this Memorandum of Understanding that exceed twelve months in duration, the rate payable to WMIF shall be adjusted for changes in the cost of doing business as follows:

On April 1st of 2021 and each April 1st thereafter during the term of this Memorandum of Understanding, the rate shall be adjusted to reflect any changes in the Water, Sewer, and Trash Collection (WST) CPI, publicly published monthly by the Bureau of Labor Statistics (as CUUR0000SEHG), during the previous year. The rates shall be adjusted by an amount that is equal to the percentage change in the Water, Sewer, and Trash Collection (WST) CPI, publicly published monthly by the Bureau of Labor Statistics (as CUUR0000SEHG), during the most recent twelve consecutive month period beginning on February 1 and ending on January 31. Such increase in rate shall not be less than 3%. There shall be no maximum. The rate shall not be negatively adjusted.

6. **BILLING AND PAYMENT.** WMIF shall bill the Town monthly in arrears for all services rendered. The Town shall pay the invoice within 30 days of receipt. WMIF shall be entitled to compensation whether or not the Town collects from its customers.

7. **HOURS OF COLLECTION.** Collection Services shall not be provided in the Town except between the hours of 6:00 AM and 7:00 PM Monday through Friday.

8. **INSURANCE.** WMIF shall maintain in effect throughout the term of this MOU the insurance coverages set forth in Exhibit 1 attached hereto.

9. **INDEMNITY.** WMIF hereby agrees to protect, defend, indemnify and hold harmless the Town and its elected officials from and against any and all claims by a third party for loss or damage of any nature or kind arising from negligence, willful misconduct or breach of laws or of any provision of this MOU by WMIF and its employees, agents and subcontractors, except and to the extent that such loss or damage was caused by the negligence, willful misconduct or breach of laws or of any provision of this MOU by the Town.

10. **FORCE MAJEURE.** If either party is prevented from or delayed in performing its duties under this MOU 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 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.

11. **TERM.** The term of this MOU shall commence on August 5, 2020 and shall continue on a weekly basis until such time as either party provides to the other notice of termination. Such notice shall be provided not less than seven (7) days in advance of termination.

IN WITNESS WHEREOF, the Town and the Contractor have executed this Memorandum of Understanding this 5 day of August 2020.

ATTEST:

Vincent



TOWN OF LAKE PARK, FLORIDA

[Signature]

ATTEST:

[Signature]
Asst. Secretary

WASTE MANAGEMENT INC. OF FLORIDA

David M. Myhan
David M. Myhan