

**Condensed Title:**

A Resolution ratifying the approval of an Interlocal Agreement and a Memorandum of Understanding to clarify provisions of the Interlocal Agreement with Miami-Dade County for the provision of residential recycling services.

**Key Intended Outcome Supported:**

Enhance the Environmental Sustainability of the Community (under Supporting Outcome to Sustainability of Vision).

**Supporting Data (Surveys, Environmental Scan, etc.):** Cleanliness appears as one of the most important areas affecting resident's quality of life. Cleanliness is ranked number 4 by residents as one of the changes that will make Miami Beach a better place to live, work, play or visit. 76% of residents rated garbage/trash collection as good or excellent.

**Issue:**

Shall the Mayor and City Commission approve the Resolution?

**Item Summary/Recommendation:**

At the December 12, 2008 Finance and Citywide Projects Committee meeting, the Committee reviewed several different options for the provision of recycling services to the residential accounts in the City of Miami Beach. The Committee members discussed issuing a bid for the recycling services and waiving competitive bidding to select a vendor for recycling services, as well as the option of an Interlocal Agreement with Miami-Dade County for the provision of recycling services.

The Committee unanimously approved of an Interlocal Agreement with Miami-Dade County for the provision of recycling services and further authorized the City Manager to execute the Interlocal Agreement, commence recycling services and to further negotiate a Memorandum of Understanding with the County to clarify terms and conditions in the Interlocal Agreement.

Key concepts include:

- Collection for recyclables remains on the weekly Wednesday schedule.
- Recycling services are offered in a single stream collection which allows residents to co-mingle all recyclable materials into the one (1) container.
- Total cost to residents for the recycling service is \$3.22 per household per month which represents a \$.08 per month or \$.96 per year increase in the cost of recycling to residents for the new service. The charge to residents currently levied for recycling service will not be adjusted and will remain as currently billed.

The Finance and Citywide Projects Committee opted to support the Interlocal Agreement for recycling services with Miami-Dade County for the following reasons:

- The cost for the improved service to residents is nearly the same.
- The City will not have to bid and to supervise multiple contracts in order to provide quality recycling services to the residents of the City.
- The implementation of the new single stream recycling services would be almost immediate therefore significantly advancing the City's recycling efforts.

It is recommended that the members of the City Commission approve the Resolution which ratifies the Manager's execution of the Interlocal Agreement, together with the Memorandum of Understanding for the provision of recycling services to the City of Miami beach by Miami-Dade County.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:	Amount	Account	Approved
Financial Impact Summary: N/A			

**City Clerk's Office Legislative Tracking:**

Robert C. Midaugh

**Sign-Offs:**

Department Director	Assistant City Manager RCM	City Manager JMG
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## COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager 

DATE: January 28, 2009

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING THE APPROVAL OF AN INTERLOCAL AGREEMENT AND A MEMORANDUM OF UNDERSTANDING TO CLARIFY PROVISIONS OF THE INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF RESIDENTIAL RECYCLING SERVICES.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

At the December 12, 2008 Finance and Citywide Projects Committee meeting, the Committee reviewed several different options for the provision of recycling services to the residential accounts in the City of Miami Beach. The Committee members discussed issuing a bid for the recycling services and waiving competitive bidding to select a vendor for recycling services, as well as the option of an Interlocal Agreement with Miami-Dade County for the provision of recycling services.

The Committee unanimously approved of an Interlocal Agreement with Miami-Dade County for the provision of recycling services and further authorized the City Manager to execute the Interlocal Agreement, commence recycling services and to further negotiate a Memorandum of Understanding with the County to clarify terms and conditions in the Interlocal Agreement.

Subsequent to the Finance and Citywide Projects Committee meeting approval, the City Manager executed the Interlocal Agreement with Miami-Dade County and recycling services commenced in Miami Beach during the Christmas Holiday time. To date, all recycling containers have been distributed through the community and a full transition has occurred between the previous recycling hauler and the current hauler pursuant to the Interlocal Agreement with Miami-Dade County. Initial recycling reports are impressive and it appears that the City is exceeding previous recycling quantities by a factor of three (3) times. After several weeks of operating experience, a more detailed report will be presented to the members of the City Commission for their information.

The Interlocal Agreement which was approved by the Finance and Citywide Projects Committee and executed by the City Manager is attached. Also attached is a copy of the Memorandum of Understanding which clarifies specific terms and conditions as it relates to recycling services provided specifically to the City of Miami Beach.

The basic terms and conditions of the Interlocal Agreement and the recycling service are as follows:

- Each residential unit in the City of Miami Beach (approximately 6,500 accounts) is provided a recycling container as part of the cost for the program.
- The standard container is a sixty (60) gallon container; however, residents at no cost can exchange for a larger ninety (90) gallon container or a smaller thirty (30) gallon container if

their household use or space so dictates.

- Collection for recyclables remains on the weekly Wednesday schedule.
- Recycling services are offered in a single stream collection which allows residents to co-mingle all recyclable materials into the one (1) container.
- Base recycling service for the City of Miami Beach is \$2.47 per household per month. This is the same cost charged to all residents of the County utilizing this service.
- An additional \$.75 per household per month is added to the recycling costs for the City of Miami Beach in order to pay for the weekly collection. Standard service in Miami-Dade County is bi-weekly.
- Total cost to residents for the recycling service is \$3.22 per household per month which represents a \$.08 per month or \$.96 per year increase in the cost of recycling to residents for the new service. The charge to residents currently levied for recycling services will not be adjusted and will remain as currently billed.
- The Interlocal Agreement provides for a thirty (30) notice by either party to the Agreement to cancel services.

Prior to the Finance and Citywide Projects Committee's consideration of this item, recycling services pursuant to the Interlocal Agreement with Miami-Dade County was discussed and supported by the City's Sustainability Committee.

The Finance and Citywide Projects Committee opted to support the Interlocal Agreement for recycling services with Miami-Dade County for the following reasons:

- The cost for the improved service to residents is nearly the same.
- The City will not have to bid and to supervise multiple contracts in order to provide quality recycling services to the residents of the City.
- The implementation of the new single stream recycling services would be almost immediate therefore significantly advancing the City's recycling efforts.

## **CONCLUSION**

The attached Interlocal Agreement is the standard form which has been approved by the Board of County Commissioners and is the base Agreement which is executed by any municipality choosing to have recycling services provided by Miami-Dade County. The attached Memorandum of Understanding creates clarification and fine tuning of the terms of the Interlocal Agreement so as to fit the service that has been negotiated for the City of Miami Beach. Specifically, the weekly collection has been inserted, as well as certain provisos relative to the maintenance and repair of recycling containers not found in the base Interlocal Agreement. The Memorandum of Understanding has been reviewed and approved by the City's Legal Department and it is recommended that the members of the City Commission approve the Resolution which ratifies the Manager's execution of the Interlocal Agreement, together with the Memorandum of Understanding for the provision of recycling services to the City of Miami Beach by Miami-Dade County.

JMG/RCM/sam

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# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

Office of the City Manager  
Tel: 305-673-7010 , Fax: 305-673-7782

December 23, 2008

Mrs. Kathleen Woods-Richardson  
Director, Dept. of Solid Waste Management  
2525 N.W. 62<sup>nd</sup> Street, 5<sup>th</sup> Floor  
Miami, Florida 33147

Re: Memorandum of Understanding (MOU) to Interlocal Agreement between Miami-Dade County (County) and City of Miami Beach (City) for Inclusion in the Miami-Dade County Curbside Recycling Program (the Program).

Dear Mrs. Woods:

This Memorandum of Understanding between the City and County is further intended to clarify and/or amend the terms and conditions of the above-referenced Interlocal Agreement. As allowed by Section XIII of the Interlocal Agreement between the City and County, other recycling options may be negotiated at a cost and scope agreeable to both parties. The relevant terms addressed by this MOU are set forth below as follows:

1. Any reference to the "program" or "Program" in the Agreement is intended to refer to the Miami-Dade County Curbside Recycling Program, as defined in Paragraph 1 (the introductory paragraph) of the Agreement.
2. Any reference to "Contractor" in the Agreement is intended to refer to any and all contractors who enter into Contracts (as said term is defined in Section I of the Agreement) with the County.
3. Section IV of the Agreement is further clarified to stipulate that participating households in the Program within the City will be provided curbside collection service of recyclable materials on no less than a weekly basis (rather than the base bi-weekly service provided in the Agreement to other Program participants). Such service shall be provided on Wednesday of each week. The City shall pay an additional \$.75 per participating household, per month, for said service.
4. Section V, line 2 – the phrase "contract for this recycling service" is intended to refer to the "Contracts."
5. Section V, paragraph 2, is only intended to refer to those terms and conditions in the Contracts (between the County and Contractors) which pertain to or describe the scope of services to be provided under each Contract, and shall not require the City to be liable or otherwise responsible for compliance, on the County's behalf, for any non-scope related terms in the Contracts (including, without limitation, insurance, indemnification, and other non-scope related requirements) which are solely the responsibility of the contracting parties (i.e. the County and/or the Contractor, as the case may be).
6. Section V, paragraph 3 – reference in line 2 to the "list" is intended to refer to the list of participating residents/households in the Program within the City.

Memorandum of Understanding

December 23, 2008

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7. Section VI, line 2 – reference to the “Monthly Fee” shall refer to the monthly fee set forth in paragraph 2 thereof.
8. Section VI, paragraph 3 – reference to the “Collection Payment,” shall be based on, and refer to, the Monthly Fee.
9. Section VI, paragraph 4, line 2 – delete the word “twenty.”
10. Section VII, paragraph 1, line 7 – the phrase “through the life of any contracts and/or subsequent extensions” is intended to refer to the term of this Interlocal Agreement and any extensions thereof.
11. Section VII is further clarified and amended to provide the following:

It is agreed that participating residents of the City, at no additional expense to either the resident or the City may request an exchange of a larger (approximately 95 gallons) or smaller (approximately 35 gallons) container from the County.

It is agreed that any recycling containers that are damaged will be repaired or replaced at the discretion of the County, at no expense to participating residents or to the City. In the event a container is intentionally damaged by the resident, it will be repaired or replaced at the discretion of the County at the residents expense.

It is agreed that in the event new recycling containers are required, or repaired/replaced containers are necessary, such action shall be completed by the County within fourteen (14) days of notification by the City or the participating resident, whichever notice is earlier.

It is agreed that in the event a participating resident requests an additional recycling container it shall be provided at a flat rate, as established by the County for all Program participants (as set forth annually in the Department’s fee schedule as part of the annual budget). Stolen containers will only be replaced if a police case number is provided by the resident to the County.

12. Section VII, paragraph 4, is clarified to provide that the cost of the recycling containers shall be amortized over a ten (10) year period, commencing upon the effective date of the Agreement.

The City’s portion for payment of the recycling containers is already included in the Monthly Fee (\$.40 of the Fee).

13. Section IX is further clarified and amended to provide the following:

The County acknowledges that the City currently has an Anti-Scavenging Ordinance. Accordingly, the City has complied with Section IX and no additional City Ordinance (including preparation or submission to Miami-Dade County of same) shall be required pursuant to this Section and throughout the Term of this Agreement, unless otherwise mutually agreed to and approved by the parties.

14. Section X is further clarified and amended to provide the following:

It is agreed by the parties that this Section is intended to mean that no changes to the terms of Program service provided to the City shall be made without the prior written approval of the City of Miami Beach.

15. Section XI is further clarified and amended to provide the following:

It is agreed and understood by the parties that, pursuant to the Contracts, the County reserves the right to impose and collect liquidated damages for non-performance from a Contractor but that, notwithstanding the County's assessment of such damages against the Contractor, the County acknowledges, that the specific service that was not performed shall be performed within twenty-four (24) hours of notification (of non-performance) by either a participating resident or the City.

The terms of this Memorandum of Understanding are agreed to by Miami-Dade County (as indicated by the signature of the Director of the Department of Solid Waste, below) and are hereby incorporated into the Interlocal Agreement, as provided in Section XVI thereof.

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Kathleen Woods-Richardson, Director of Department of Solid Wastes

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Date

The terms of this Memorandum of Understanding are agreed to by the City (as indicated by the signature of the City Manager, below) and are hereby incorporated into the Interlocal Agreement, as provided in Section XVI thereof.

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Jorge M. Gonzalez, City Manager

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Date

cc: Robert Middaugh, Assistant City Manager  
Fred Beckmann, Public Works Director  
Alberto Zamora, Sanitation Director  
Raul J. Aguila, Deputy City Attorney

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**INTERLOCAL AGREEMENT FOR  
INCLUSION IN THE MIAMI-DADE COUNTY  
CURBSIDE RECYCLING PROGRAM**

**MUNICIPALITY:** \_\_\_\_\_

This Interlocal Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Miami-Dade County ("County") and \_\_\_\_\_ ("Municipality") in order that the Municipality may be included as a portion of the COUNTY SERVICE AREA to be provided with curbside collection of recyclable materials under the terms and conditions agreed to between the County and any Contractors that the County enters into contracts with for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Container Manufacturing and Delivery Services, or other Recycling Services as necessary.

**Section I: Definitions**

In all instances, terms used in this Agreement shall have the definitions as contained in any Contracts that the County enters into for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Container Manufacturing and Delivery Services, or other Recycling Services as necessary ("Contracts").

**Section II: County Services Area – Municipality's Portion**

The Municipality's portion of the entire County Services Area is designated on the attached map (Exhibit "A"), incorporated herein by reference.

**Section III: Agreement Governs; Entire Agreement**

This Agreement supersedes any previous agreements that the County and the Municipality may have previously had for recycling services.

**Section IV: Recycling Service**

Residents of single-family housing within the Municipality will be provided with curbside collection service of recyclable materials in the manner provided for in the Contracts. All residents included in the program will be responsible for preparation and placement of materials in the manner specified pursuant to the Contracts. All participating residents of the Municipality will be eligible to call the County's 3-1-1 Answer Center to receive assistance and information regarding recycling services provided to them.

Collection of materials will take place on a schedule consistent with the hours and days provided for the unincorporated area. Days or hours differing from the unincorporated area collection service but coinciding with regular garbage or trash service within the Municipality (e.g., Wednesday and Saturdays) may be provided subject to negotiation and agreement with Contractor and approval by the County.

**Section V: Authorization/Responsibilities**

The Municipality hereby authorizes the County to act on its behalf in the administration of the contract for this recycling service in the areas of municipal jurisdiction. However, the Municipality will be responsible for monitoring all aspects (collection days, hours, equipment, personnel etc.) of any Contractor's performance within its jurisdiction and reporting any problems or violations to the County in order to initiate corrective action in accord with the Contracts.

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INCLUSION IN THE MIAMI-DADE COUNTY  
CURBSIDE RECYCLING PROGRAM**

The Municipality agrees to abide by all those terms and conditions that the County agrees to meet as contained in the Contracts except as modified herein.

The Municipality agrees to provide the County with an update of additions and deletions to this list each month in a format to be specified by the County. This update shall be delivered to the County on the first day of the month. Any discrepancies between the Municipality's monthly house count and the Contractor's monthly billing allocated to the Municipality shall be reconciled through a field inspection to be performed by the County within 60 days, with any corrections to be reflected in the subsequent month's billing to the Municipality.

**Section VI: Payments**

In compensation for provision of this recycling collection service on a regular basis, the Municipality will make monthly payments to the County in an amount equal to the Monthly Fee or such other fee, as negotiated subject to approval by the County and the Municipality, times the average number of Residential Properties serviced during that month within the Municipality's portion of the entire County Service Area. This payment will not be dependent upon the number of households participating in the program, but will be a flat rate for each household. The County will charge the Municipality consisting with the costs to the residents within the unincorporated area of the County.

During the first fiscal year (between October 1, 2008 and September 30, 2009) of this Interlocal Agreement, the monthly fee will be \$2.47 per household per month. This fee is consistent with the cost that residents of the unincorporated area are paying for the same period.

During the second fiscal year (between October 1, 2009 and September 30, 2010) of this Interlocal Agreement and annually thereafter through the final year of Agreement, the monthly fee paid by the Municipality to the County for the services to be provided will be adjusted by the percent change in the Consumer Price Index (CPI), All Urban Consumers, South Urban, All items, annual average during the previous Service Year, not to exceed three percent (3%) based on the change in such Index from October 1 through September 30 of the previous year. The source of the consumer price indices applied in the annual adjustment to the Collection Payment shall be the U. S. Bureau of Labor Statistics. Each adjustment shall be in effect for the following 12-month period. The Amount paid per Household shall be extended to all Households served based on the Household counts provided by the County in accordance with provisions of this Agreement.

The Municipality shall be responsible for delivering payment for recycling collection services to the County within twenty (30) days of the date of an invoice from the County. The County shall be responsible for making the total Monthly Payment for the entire Service Area, including the Municipality's portion, to the Contractor in accord with all the Contracts.

**Section VII: Containers**

The County shall be responsible for purchase of a sufficient number of containers to provide a container to each Residential Property in the program. All containers delivered within the incorporated area shall be the property of the Miami-Dade County Recycling Program and will be printed with the County's information, not the municipality's. These containers are for the permanent use of the household to which they are delivered for the specific purpose of participation in the curbside recycling program. The containers are intended to remain with each property through the life of any contracts and/or any subsequent extensions. In the event that a unit's residents vacate the property, the containers shall remain at that location for use by



**INTERLOCAL AGREEMENT FOR  
INCLUSION IN THE MIAMI-DADE COUNTY  
CURBSIDE RECYCLING PROGRAM**

the subsequent residents. The Municipality shall not mark or label the containers in any fashion.

Additional or "new" containers shall be placed at newly constructed and occupied Residential Properties added into the program by the County at no cost to the resident or the Municipality.

Lost or stolen containers will be reported to the County and will be replaced by the County within a timeframe consistent with the timeframes provided to residents of the unincorporated area.

In the event that the Municipality withdraws from this Interlocal Agreement prior to the final debt payment for recycling containers, the Municipality will pay the remaining amortized cost of those containers in the Municipality within one year of withdrawal.

**Section VIII: Reporting**

The County shall send the Municipality correspondence in a manner and on a schedule mutually agreed upon by the Municipality and the County. The Municipality shall also be sent a copy of any Annual Reports required by the contracts.

Staff of the Municipality will also be notified of all, and may attend any, regular meetings held with the Contractor to review performance.

**Section IX: Enforcement**

The Municipality agrees to take such steps as may reasonably be necessary to protect the County's ownership of all recyclable materials placed at curbside for collection under the terms of the Contracts, including the preparation and submission of an anti-scavenging ordinance for the Municipality. The staff of the Municipality shall propose anti-scavenging laws as agreed upon between the Municipality and the County.

Unless provided otherwise by County ordinance, the Municipality shall be responsible for enforcement of this recycling program in that portion of the service area within its incorporated limits.

**Section X: Program Revisions**

Minor program adjustments affecting the entire Service Area may be made from time to time as agreed to by the County and the Contractors. Such minor adjustments could include, but would not be limited to, such items as variations in the required preparation of materials by the resident or hours of collection. In the event that such changes will require notice to the residents, the County and the Contractors shall jointly take full responsibility for providing adequate notice to all of the residents.

Any major program changes having a material impact on the financial relationship among the parties or resulting in substantial variation in the amount and type of Recyclables collected shall be subject to review by the Municipality.

**Section XI: Liquidated Damages**

In the event that the Contractor fails to perform in accord with the Contract, liquidated damages will be imposed by the County as provided for in the Contracts.

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**INTERLOCAL AGREEMENT FOR  
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CURBSIDE RECYCLING PROGRAM**

**Section XI: Service Initiation Schedule**

Contractor will initiate delivery of containers and pickup of Recyclable Materials to the Municipality within 60 days of execution of this Agreement. Service will commence within two weeks of receipt of each household's receipt of a container.

**Section XIII: Other Recycling Program Options**

The Municipality and the County may negotiate any other recycling options at a cost and scope agreeable to both parties.

**Section XIV: Default/Termination**

Failure of the Municipality to make payment to the County in accord with the provisions of Section VI of this Agreement shall constitute default. In the event that such default occurs, the County shall provide written notice to the Municipality concerning the nature of this default. The Municipality shall have thirty (30) days from the date of the notice in which to resolve the default, the County shall have option to terminate this agreement and/or withhold local revenue that the County distributes to the Municipality in an amount sufficient to pay for all recycling services provided to date for which the Municipality has failed to make payment.

Either party may terminate this Agreement without cause by communicating the desire to do so in writing 30 days prior to the termination date.

**Section XV: Grant Funds**

The Municipality may choose to utilize any grant funding available to pay all or part of the monthly payments due to the County.

**Section XVI: Amendment to Agreement**

Except as otherwise provided for herein, 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.

**Section XVII: Headings**

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

**Section XVIII: Approvals**

Whenever approval of a Party is required by this Agreement, such approval shall not be unreasonably withheld.

**Section XIX: Performance by Parties**

Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.

**Section XX: Rights of Others**

Nothing in the Agreement 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.

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**INTERLOCAL AGREEMENT FOR  
INCLUSION IN THE MIAMI-DADE COUNTY  
CURBSIDE RECYCLING PROGRAM**

**Section XXI: Counterparts**

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

**Section XXII: Waiver**

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

**Section XXIII: Time is of Essence**

It is mutually agreed that time is of the essence in the performance of all terms and conditions to be kept and performed pursuant of this Agreement.

**Section XXIV: Representations of the County**

The County represents that

- (1) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the County, and
- (2) it has the required power and authority to perform this Agreement.

**Section XXV: Representations of the Municipality**

The Municipality represents that

- (1) this Agreement has been duly authorized, executed and delivered by the Board of Commissioners as the governing body of the Municipality, and
- (2) it has the required power and authority to perform this Agreement.

**Section XXVI: Approvals and Notices**

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

To the County:  
Miami-Dade County Department of Solid Waste Management  
2525 NW 62nd Street, Suite 5100  
Miami, Florida 33147  
Attn: Department Director  
305-514-6628

To the Municipality:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Florida \_\_\_\_\_  
Attn.: \_\_\_\_\_  
\_\_\_\_\_

**Section XXVII: Term**

The initial term of this Agreement shall begin on the date of execution of this Agreement and end within 30 days of either party requesting termination. Upon any and all renewal(s) of the

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**INTERLOCAL AGREEMENT FOR  
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CURBSIDE RECYCLING PROGRAM**

**Section XV: Grant Funds**

The Municipality may choose to utilize any grant funding available to pay all or part of the monthly payments due to the County.

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**Section XIX: Performance by Parties**

Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.

**Section XX: Rights of Others**

Nothing in the Agreement 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.

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- (1) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the County, and
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**INTERLOCAL AGREEMENT FOR  
INCLUSION IN THE MIAMI-DADE COUNTY  
CURBSIDE RECYCLING PROGRAM**

Contracts in accordance with Article 1 thereof, this Agreement shall automatically be extended without separate written amendment for the term(s) of any and all such renewal period(s).

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Manager or this 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 the Municipality \_\_\_\_\_, Florida has caused this Agreement to be executed in its name by the Municipal Mayor or designee, attested by the Clerk of the Municipal Council and has caused the seal of the Council to be hereto attached, all on the day and year first written above.

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

Attest: Miami-Dade County:

Attest: \_\_\_\_\_ (municipality)

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Municipal Clerk

By: \_\_\_\_\_  
County Mayor or Designee

By: \_\_\_\_\_  
Municipal Mayor or Designee

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Assistant County Attorney

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**RESOLUTION TO BE SUBMITTED**

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