

RESOLUTION NO. 2008 – 074

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE THIRD MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (TOWN) AND WASTE MANAGEMENT INC., OF FLORIDA, A FLORIDA CORPORATION (WASTE MANAGEMENT), FOR THE PURPOSE OF INCORPORATING THE FEDERAL HIGHWAY ADMINISTRATION (FHA) REQUIREMENT OF SECTION VII, FHWA-FORM 1273 INTO THE AGREEMENT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE THIRD MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 1, 2002, the Town entered into an Agreement with BFI Waste Systems of North America, Inc. for Solid Waste and Recycling Collection and Disposal Services (“Original Agreement”); and

WHEREAS, on October 22, 2003, pursuant to Resolution No. 2003-071, the Original Agreement was assigned to Waste Management, Inc. of Florida (“Waste Management”); and

WHEREAS, on October 4, 2007, pursuant to Resolution No. 2008-004, the Town and Waste Management entered into the First Modification to Agreement, which among other things, extended the term of the Agreement for an additional five year period; and

WHEREAS, on February 7, 2008, pursuant to Resolution 2008-42, the Town and Waste Management entered into the Second Modification to Agreement, which clarified the amount of bulk trash cubic yard limitation; and

WHEREAS, it is mandated by the Federal Highway Administration that any contracted debris hauler who removes debris from Federal Highway Administration Roads must follow Section VII of FHWA Form 1273; and

WHEREAS, during a Federally Declared Emergency, the Town of Southwest Ranches has streets and roads based on a Federal Aid Eligibility Map; and

WHEREAS, Waste Management is the primary disaster response and recovery services provider for the Town and could foreseeably remove debris from roads contained on the Federal Aid Eligibility Map; and

WHEREAS, the Town would jeopardize its ability to receive federal reimbursement for debris clearing on its Federal Aid Eligible roads without this modification; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town and its residents to approve this modification.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council of the Town of Southwest Ranches hereby agrees to the Third Amendment to the Agreement with Waste Management, Inc., in substantially the same form as that attached hereto as Exhibit "A".

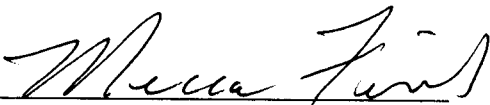
Section 3: The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Third Amendment to the Agreement with Waste Management, Inc., in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 4: This Resolution shall become effective immediately upon its adoption.

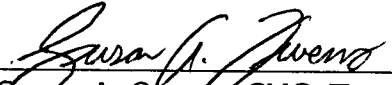
PASSED AND ADOPTED ON by the Town Council of the Town of Southwest Ranches, Florida, this 10th day of July 2008, on a motion made by Council Member Aster Knight and seconded by Council Member Don Maines.

Fink	<u>Y</u>	Ayes	<u>5</u>
Nelson	<u>Y</u>	Nays	<u>0</u>
Breitkreuz	<u>Y</u>	Absent	<u>0</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
Maines	<u>Y</u>		

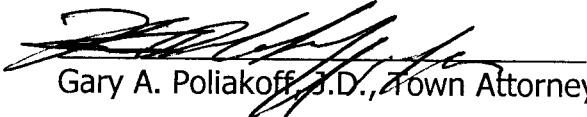
[SIGNATURES ON FOLLOWING PAGE]


Mecca Fink, Mayor

ATTEST:


Susan A. Owens, CMC, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney

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THIRD MODIFICATION TO AGREEMENT

THIS THIRD MODIFICATION TO AGREEMENT entered into as of the ____ day of July, 2008 between the Town of Southwest Ranches, a municipal corporation of the State of Florida (TOWN) and Waste Management Inc. of Florida, a Florida corporation (SERVICE PROVIDER) for the purpose of incorporating the Federal Highway Administration (FHA) Requirement of Section VII, FHWA-Form 1273 into the Agreement.

WITNESSETH:

WHEREAS, on October 1, 2002, the TOWN entered into an Agreement with BFI Waste Systems of North America, Inc. for Solid Waste and Recycling Collection and Disposal Services ("Original Agreement"); and

WHEREAS, on October 22, 2003, pursuant to Resolution No. 2003-071, the Original Agreement was assigned to SERVICE PROVIDER; and

WHEREAS, on October 4, 2007, pursuant to Resolution No. 2008-004, the TOWN and SERVICE PROVIDER entered into the First Modification to Agreement, which among other things, extended the term of the Agreement for an additional five year period; and

WHEREAS, on February 7, 2008, pursuant to Resolution 2008-042, the TOWN and SERVICE PROVIDER entered into the Second Modification to Agreement, which clarified the amount of bulk trash cubic yard limitation; and

WHEREAS, it is mandated by the Federal Highway Administration that any contracted debris hauler who removes debris from Federal Highway Administration Roads must follow Section VII of FHWA Form 1273; and

WHEREAS, during a Federally Declared Emergency, the Town of Southwest Ranches has streets and roads based on a Federal Aid Eligibility Map; and

WHEREAS, SERVICE PROVIDER is the primary disaster response and recovery services provider for the TOWN and could foreseeably remove debris from roads delineated on the Federal Aid Eligibility Map; and

WHEREAS, the TOWN would jeopardize its ability to receive federal reimbursement for debris clearing on its Federal Aid Eligible roads without this modification; and

WHEREAS, the Town Council has determined that it is in the best interest of the

TOWN and its residents to approve this modification.

NOW THEREFORE, in consideration of mutual terms and conditions contained herein, SERVICE PROVIDER and TOWN agree as follows:

1. The SERVICE PROVIDER shall annually furnish to the TOWN proof of compliance with the Federal-Aid Construction Contracts Form FHWA-1273, prior to June 1st.
2. The SERVICE PROVIDER current Agreement shall be amended to include any and all additional Federal-Aid Required Contract Provisions, attached hereto as Exhibit "A", and as may be amended from time to time.
3. Except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is accepted and executed on this _____ day of _____, 2008.

WITNESSES:

SERVICE PROVIDER:

WASTE MANAGEMENT INC. OF FLORIDA

By: _____
President

_____ day of _____, 2008

TOWN:

TOWN OF SOUTHWEST RANCHES

By: _____
Mecca Fink, Mayor

____ day of _____, 2008

By: _____
Christopher J. Russo, Town Administrator

____ day of _____, 2008

ATTEST:

Susan A. Owens, CMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Gary A. Poliakoff, J.D, Town Attorney

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