

EXHIBIT 1

INTERLOCAL AGREEMENT BETWEEN

THE CITY OF MIAMI

AND

THE CITY OF CORAL GABLES

FOR THE DISPOSAL OF CLEAN YARD TRASH

This Interlocal Agreement ("Agreement") is made and entered into this ____ day of _____, 2010, by and between the City of Miami ("MIAMI"), a Florida municipal corporation, and the CITY OF CORAL GABLES ("GABLES"), a Florida municipal corporation to provide for use of the Miami Virginia Key Mulch/Compost facility for their disposal of clean yard trash.

RECITALS

WHEREAS, MIAMI and the GABLES hereby find and declare that it is necessary to the health, safety and welfare of the citizens of Miami and the GABLES to provide for the disposal of clean yard trash; and

WHEREAS, both municipalities are a party to the Miami-Dade County inter-local agreement for disposal of municipal solid waste; and

WHEREAS, source separated recyclable materials are an exclusion to the Miami-Dade County inter-local agreement; and

WHEREAS, source separated recyclable materials is defined to include clean yard trash as defined herein; and

WHEREAS, Miami has a permit to operate its Virginia Key Mulch/Compost Facility; and

WHEREAS, MIAMI desires to maximize the use of its Virginia Key Compost/Mulch Facility for the betterment of the environment; and

WHEREAS, the GABLES desires to use the Miami Virginia Key Mulch/Compost Facility for their disposal needs at an agreed-upon disposal fee rate; and

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

DEFINITIONS

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

Change in Law – after the date of execution of this Agreement, (a) the adoption, promulgation, issuance, modification, or change in interpretation of any relevant federal, or state, or county law, regulation, or rule of the United States or any state or territory thereof; (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; or (c) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval essential to the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the Virginia Key Compost/Mulch Facility, to the extent such suspension, termination, interruption or failure of renewal is not caused by any action or inaction of MIAMI.

City Disposal Fee – the fee charged to dispose of Clean Yard Trash at the Virginia Key Compost/Mulch facility.

Clean Yard Trash – Yard trash free of other forms of solid waste.

Fiscal Year – the period beginning October 1 of each year and ending September 30 of the subsequent year.

Virginia Key Compost/Mulch Facility – MIAMI Department of Solid Waste facility located at 3851 Rickenbacker Causeway.

Municipal Solid Waste – all discarded materials or substances, exclusive of Source-Separated Recyclable materials, which include garbage, trash, litter, hazardous waste, construction and demolition debris, industrial waste, or other discarded material, including solid or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

Source-Separated Recyclable Materials – materials separated from municipal solid waste at their source of generation which is set-out for collection at their source of generation which shall include clean yard trash.

Yard Trash - vegetative matter resulting from landscaping and land clearing operations.

ARTICLE I
RESPONSIBILITY OF THE CITY OF MIAMI

- A. Miami shall provide the GABLES disposal capacity at the Virginia Key Compost/Mulch Facility for the Clean Yard Trash that the GABLES collects for disposal, or that is collected for it by third parties under contract with the GABLES for disposal.
- B. Miami shall make free mulch and compost available to the GABLES at the Virginia Key Compost/Mulch Facility.

ARTICLE II
RESPONSIBILITY OF THE CITY OF CORAL GABLES

- A. With the exception of Christmas, GABLES may deliver, Monday through Friday between the hours of 9:00 a.m. and 3:30 p.m. 50 to 55 tons per day of the Clean Yard Trash it collects for disposal, or cause delivery of that Clean Yard Trash which is collected for it by third parties under contract with the GABLES for disposal to the Virginia Key Compost/Mulch Facility at the Disposal Fee as specified herein.
- B. Disposal Fee. GABLES shall pay a Disposal Fee for each ton of Clean Yard Trash delivered to the Virginia Key Compost/Mulch Facility for disposal. GABLES shall pay a maximum Disposal Fee of forty dollars (\$40.00) per ton to MIAMI. The Disposal Fee may be increased for inflation beginning on October 1, 2012, and on the first day of each Fiscal Year thereafter, relative to increases 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 shall be capped at three percent (3%) per year for the term of this Agreement.
- C. Terms of Payment. MIAMI shall invoice the GABLES for Disposal Fees, based on City of Miami weighing records, by means of First Class U.S. Mail, within five (5) days of the last day of each month, commencing in the first month after the effective date of the Agreement, and continuing monthly thereafter for the term of this Agreement. Disposal Fees owed to MIAMI shall be due from, and payment shall be made by the GABLES twenty-five (25) days from the date of receipt of MIAMI's monthly invoice.

Dispute on Invoicing. In the event of a dispute on invoicing, the GABLES shall first deposit in escrow the full amount of the disputed charges when due and shall, within thirty (30) days from the date of receipt of the disputed invoice, give written notice of the disputed invoice to MIAMI. The notice or dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The Miami City Manager or his/her designee shall resolve the dispute not later than sixty (60) days after the

date upon which the disputed invoice was received. Should the GABLES disagree with the determination of the Miami City Manager or his/her designee, it may pursue any remedy at law except withholding payment. The escrow agent shall not release any funds until advised in writing of the mutual agreement of the parties or by court order.

ARTICLE III WEIGHING RECORDS

MIAMI shall operate and maintain motor truck scales at the Virginia Key Compost/Mulch Facility to the accuracy required by Florida law and to weigh all vehicles delivering Clean Yard Trash. Each vehicle delivering Clean Yard Trash from the GABLES, or its contract hauler, shall have its tare weight and cubic yard capacity permanently and conspicuously displayed on the exterior of the vehicle. MIAMI may, from time to time, require revalidation of the tare weight of any vehicle. The GABLES shall provide MIAMI with information about each private hauler delivering Clean Yard Trash on its behalf to include: name and address, make, body type and motor vehicle registration number or each vehicle used for such purpose.

MIAMI will supply the GABLES with monthly weighing records as may be reasonably required by the GABLES to administer its waste collection program. Copies of all transactions tickets will be maintained by MIAMI for at least two (2) years. If weighing scales are inoperable or are being tested, the facility operator shall estimate the quantity of Clean Yard Trash delivered by using an average weight for GABLES vehicles from the prior month. The estimates shall take the place of actual weighing records, when the scales are not operational. MIAMI shall use reasonable efforts to maintain the scales in an operable condition.

ARTICLE IV DISCLAIMER OF WARRANTIES

It is understood by both parties that mulch and/or compost will be provided by Miami "as-is." MIAMI disclaims all warranties, expressed or implied, as to the condition, quality, or fitness of the mulch and compost, including, but not limited to warranties of merchantability or fitness for a particular purpose.

ARTICLE V TERM OF THE AGREEMENT

The initial term of this Agreement shall be for three (3) years commencing on the date of execution and shall remain in effect up to and including October 1, 2013. Following the initial term, the GABLES shall have two (2) options to renew the Agreement on a year by year basis, subject to the availability and appropriation of funds. The GABLES shall deliver written notice

of its intent to exercise this option to MIAMI no later than sixty (60) days prior to the ending date of the Agreement.

ARTICLE VI AMENDMENTS OR MODIFICATIONS OF THIS AGREEMENT

It is anticipated by the parties that the terms and conditions of this agreement will be periodically amended or modified. Such amendments or modifications must be in writing and must be duly executed by all parties to this Agreement.

ARTICLE VII NOTICES

All notices, demands, correspondence and communications between MIAMI and the GABLES shall be deemed sufficiently given under the terms of the Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

| | |
|------------------------------|--|
| To City of Miami: | City Manager City of Miami 3500 Pan American Drive Miami, Florida 33133 |
| | City Attorney City of Miami 444 SW 2 nd Avenue Miami, Florida 33130 |
| To the City of Coral Gables: | City Manager The City of Coral Gables 405 Biltmore Way, 1 st Floor Coral Gables, Florida 33134 |
| | City Attorney The City of Coral Gables 405 Biltmore Way Coral Gables, Florida 33134 |

ARTICLE VIII BINDING EFFECT

This Agreement shall be binding upon and enforceable against any successors of each respective party, including but not limited to, successive City Managers and City Commissioners.

ARTICLE IX
INTENT TO BE LEGALLY BOUND

By signing this Agreement, the parties hereto confirm and state that they have carefully read the Agreement, that they know the contents thereof, that they fully expect to carry out each and every provision, and that they intend to be legally bound by the rights and obligations set forth herein.

ARTICLE X
HEADINGS

The headings for each paragraph in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning of any provision.

ARTICLE XI
RIGHT TO TERMINATE AGREEMENT

The Parties shall have the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the other Party.

ARTICLE XII
COMPLETE AGREEMENT

This document shall represent the complete agreement of the parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement, and they affirm that they have the power to do so on behalf of the City and the County.

ATTEST:

CITY OF MIAMI, FLORIDA

a Florida municipal corporation

By: _____
PRISCILLA A. THOMPSON,
City Clerk

By: _____
CARLOS A. MIGOYA
City Manager

Approved as to form and correctness:

Risk Management:

By: _____
JULIE O. BRU
City Attorney

By: _____
GARY RESHEFSKY
Interim Director

ATTEST:

CITY OF CORAL GABLES, FLORIDA
a Florida municipal corporation

By: _____
WALTER FOEMAN
City Clerk

By: _____
PATRICK G. SALERNO
City Manager

Approved as to form and correctness:

By: _____
ELIZABETH M. HERNANDEZ
City Attorney