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3 **RESOLUTION NO. 2012-28**
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5 A RESOLUTION OF THE VILLAGE COMMISSION
6 OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,
7 AUTHORIZING THE APPROPRIATE VILLAGE
8 OFFICIALS TO ENTER INTO AN ADDENDUM
9 EXTENDING THE MEMORANDUM OF
10 UNDERSTANDING BETWEEN THE VILLAGE OF
11 BISCAYNE PARK AND MIAMI SHORES VILLAGE
12 FOR HOUSEHOLD RECYCLING PICKUP;
13 PROVIDING FOR AN EFFECTIVE DATE
14

15
16 WHEREAS, the Village of Biscayne Park and Miami Shores Village entered into a
17 Memorandum of Understanding on April 10, 2006 which outlined each parties'
18 responsibilities concerning household recycling pickup at the annual rate of Thirty Five
19 Thousand and xx/100 dollars (\$35,000) paid in quarterly installments of Eight Thousand
20 Seven Hundred Fifty and xx/100 Dollars (\$8,750.00); and
21

22 WHEREAS, on April 7, 2009, an Addendum was entered into between the parties
23 which extended the Memorandum of Understanding for a period of three (3) years at the
24 same rate; and
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26 WHEREAS, it is now necessary to extend the Memorandum of Understanding in
27 order to continue household recycling services; and
28

29 WHEREAS, the Village Commission finds it in the best interest of its citizenry to
30 extend the Memorandum of Understanding for a period of one (1) year at the same rate;
31 now, therefore
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34 **BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE**
35 **OF BISCAYNE PARK, FLORIDA, THAT:**
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38 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby
39 ratified and confirmed by the Village Commission.
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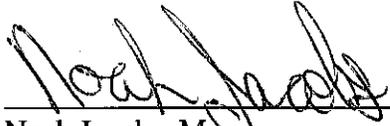
41 **Section 2.** The appropriate Village officials are hereby authorized to execute the
42 Addendum to Memorandum of Understanding Between Miami Shores Village and the
43 Village of Biscayne Park for Household Recycling Pickup, attached hereto and incorporated
44 herein as Exhibit "1", extending the Memorandum for a period of one (1) year.
45

46 **Section 3.** This Resolution shall become effective upon adoption.
47

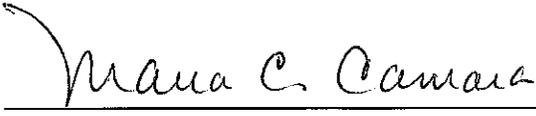
48 PASSED AND ADOPTED this 10th day of July, 2012.
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The foregoing resolution upon being put to a vote, the vote was as follows:

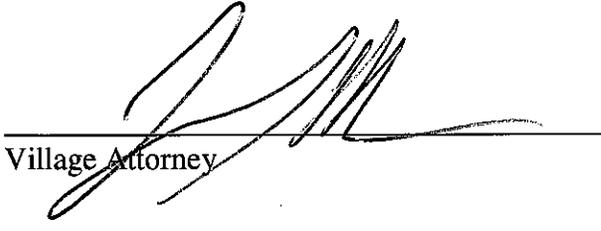
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Noah Jacobs, Mayor

Attest:


Maria C. Camara, Village Clerk

Approved as to form:


Village Attorney

Mayor Jacobs: Yes
Vice Mayor Ross: Yes
Commissioner Anderson: Yes
Commission Cooper: Yes
Commissioner Watts: Yes

SECOND ADDENDUM TO MEMORANDUM OF UNDERSTANDING

Between
MIAMI SHORES VILLAGE
And
VILLAGE OF BISCAYNE PARK
For
HOUSEHOLD RECYCLING PICKUP

THIS SECOND ADDENDUM to the Memorandum of Understanding between MIAMI SHORES VILLAGE and the VILLAGE OF BISCAYNE PARK is entered into as of April 7, 2012;

WHEREAS, on or about April 26, 2006 the VILLAGE OF BISCAYNE PARK and MIAMI SHORES VILLAGE entered into a Memorandum of Understanding for Household Recycling Pickup (hereinafter the "MOU"); and

WHEREAS, that MOU was for an initial term of three (3) years and was subsequently extended for an additional three (3) year term by way of an Addendum executed on or about April 7, 2009; and

WHEREAS, the parties hereto wish to further extend the term of the MOU for an additional three (3) years in accordance with the terms of this Addendum;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

1. The provisions of the MOU are hereby amended so as to extend the term thereof for an additional ~~three (3) years~~ ^{one (1)} commencing April 8, 2012.
2. The provisions of paragraph 4(B) of the original MOU are hereby amended such that the payment provisions referenced therein shall apply for each year during the period of the extended term provided for by this Addendum.
3. The parties acknowledge full compliance has occurred with respect to the obligations enumerated in Section 4(A)(1) of the original MOU and that, with the exception of that provision, all of remaining terms of the MOU not otherwise specifically amended herein shall remain in full force and effect.
4. In the event of any conflict between the provisions of the original MOU and this Addendum, provisions of this Addendum will supersede all other terms. In the event of any ambiguity, the most conservative interpretation consistent with the public interest of both parties is intended.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum the day and year first above written.

VILLAGE OF BISCAYNE PARK, FLORIDA
a municipal corporation, organized and existing
under the laws of the State of Florida.

ATTEST:



Maria Camara, Village Clerk

By: 

Noah Jacobs, Mayor

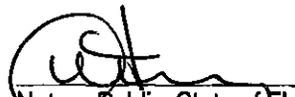
Approved as to Form:



John J. Hearn, Village Attorney

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, 20 day of July, 2012, by Noah Jacobs and Maria Camara, Mayor and Village Clerk, respectively.

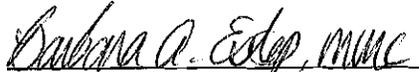


Notary Public, State of Florida



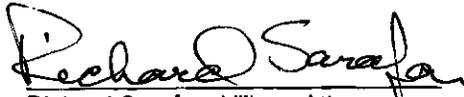
MIAMI SHORES VILLAGE, FLORIDA
a municipal corporation, organized and existing
under the laws of the State of Florida.

ATTEST:


Barbara A. Estep, MMC
Village Clerk

By: 
Tom Benton, Village Manager

Approved as to Form:


Richard Sarafan, Village Attorney

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, 30 day of JULY, 2012, by Tom Benton and Barbara Estep, Village Manager and Village Clerk, respectively.


Notary Public, State of Florida

