

**Special City Council Meeting  
City of Belleair Beach, Florida**

**Monday, October 16, 2023  
Community Center, 6:00 PM**

**PUBLIC MEETING AGENDA**

1. Authorization to Award RFP 2023-01 for Residential Single Family & Multi-Family Residential Solid Waste and Recycling Collection Services.

Adjournment

Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The law does not require the City Clerk to transcribe verbatim minutes, therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. Any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-595-4646 or fax a written request to 727-593-1409.

Patricia A. Gentry, CMC  
City Clerk

## MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, City Manager

DATE: October 16, 2023

SUBJECT: Authorization to Award RFP 2023-01 for Residential Single Family & Multi-Family Residential Solid Waste and Recycling Collection Services

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### Recommendation:

Authorize City Manager to award RFP 2023-01 and execute Belleair Beach Agreement for the Collection of Solid Waste & Recyclable Materials with Waste Pro of Florida, Inc. in the amount \$393,464.04.

### History:

The prior agreement with Waste Management, Inc. of Florida began October 1, 2018, for five years with an extension clause for an additional five years. On September 6, 2023, a one-month extension of agreement for solid waste collection services was approved by City Council to provide time for contract negotiation with first ranked proposer, Waste Pro of Florida, Inc.

### Background:

The RFP Evaluation Committee met on September 5, 2023, to discuss the ranking of the proposals. Waste Pro of Florida, Inc. was ranked first place, followed by Waste Connections of Florida, Inc. and Waste Management, Inc. of Florida. The City Manager met with the Waste Pro management team on September 12, 2023, to negotiate the RFP draft contract. On October 6, 2023, both parties approved a revised proposed contract that was reviewed by the City Attorney.

### Attachments:

1. Agreement for the Collection of Solid Waste & Recyclable Materials.
2. 09-05-2023 RFP 2023-01 Evaluation Committee Meeting Minutes.

# **Belleair Beach Agreement for the Collection of Solid Waste & Recyclable Materials**

This Solid Waste & Recyclable Materials Collection Agreement (“Agreement”) is made and entered into this \_\_\_ day of October, 2023 by and between the City of Belleair Beach, Florida (“City”), a municipal corporation of the State of Florida, and Waste Pro of Florida, Inc. (“Contractor”), which is authorized to do business in the State of Florida.

## **RECITALS**

**WHEREAS**, Florida Statutes § 180.06(5) provides that a municipality is authorized to provide for the collection and disposal of garbage; and

**WHEREAS**, Florida Statutes § 403.706(1) provides that municipalities are responsible for collecting and transporting solid waste from their jurisdictions to a solid waste disposal facility operated by or under a contract with a county; and

**WHEREAS**, Florida Statutes § 403.7063 requires that, in providing services or programs for solid waste management, local governments should use the most cost-effective means for the provision of services, and are encouraged to contract with private persons for any or all of such services or programs in order to assure that such services are provided on the most cost-effective basis; and

**WHEREAS**, Florida Statutes § 180.14 provides that a municipality’s governing board may grant to a private company or corporation the privilege or franchise of exercising the municipality’s corporate powers for such terms of years not longer than 30 years, and upon such conditions and limitations as may be deemed expedient and for the best interest of said municipality for the accomplishment of the collection and disposal of garbage, and that the rates or charges to be made by the private company or corporation to the individual users of the garbage and disposal service operated under said franchise shall be fixed by the municipality’s governing board; and

**WHEREAS**, Florida Statutes § 180.13(2) provides that a municipality’s governing board may establish just and equitable rates or charges to be paid to the municipality for the use of the utility by each person, firm or corporation whose premises are served thereby; and provided further, that if the charges so fixed are not paid when due, such sums may be recovered by the said municipality by suit in a court having jurisdiction of said cause or by discontinuance of service of such utility until delinquent charges for services thereof are paid, including charge covering any reasonable expense for reconnecting such service after such delinquencies are paid, or any other lawful method of enforcement of the payment of such delinquencies; and

**WHEREAS**, Florida Statutes § 166.201 provides that a municipality may raise by user charges or fees authorized by ordinance, amounts of money that are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by ordinance not inconsistent with law; and

**WHEREAS**, Florida Statutes § 197.3632 allows local governments authorized to impose non-ad valorem assessments to use the uniform method of collecting such assessments in that section; and

**WHEREAS**, the City Council finds and determines that the collection and disposal of solid waste constitutes a benefit to all residential and commercial property, equal to, or in excess of, the cost of providing the City’s solid waste collection services; and

**WHEREAS**, on July 19, 2023, the City issued a request for proposals (“RFP”) for the Collection of certain types of Solid Waste and Recyclable Materials that are generated in the City; and

**WHEREAS**, the Contractor and two other companies submitted proposals in response to the City’s RFP No. 23-01 (the RFP); and

**WHEREAS**, the City has relied upon the proposal and other information provided by the Contractor concerning the Contractor’s experience and ability to provide Collection Services to the City; and

**WHEREAS**, the City wishes to use and the Contractor wishes to provide the Contractor’s services for the Collection of Solid Waste and Recyclable Materials, subject to the terms and conditions contained in this Agreement and incorporated RFP; and

**WHEREAS**, the Council finds that granting an exclusive franchise to the Contractor, subject to the terms and conditions contained in this Agreement, is in the public interest and will protect the public health, safety and welfare; and

**WHEREAS**, the City Council finds that the franchise granted herein properly balances (a) the Council’s desire to provide excellent, environmentally-sound Collection services to the City’s residents and businesses, and (b) the Council’s desire to minimize and reasonably allocate the cost of such services.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree that they shall be bound by and shall strictly comply with the following provisions of this Agreement:

## **SECTION 1: DEFINITIONS**

The capitalized words and phrases in this Agreement are defined in this Section 1. The definitions contained in this Section 1 shall be used when interpreting this Agreement. In the event that a definition herein conflicts with a similar definition in a federal, state, or local law, the definition herein shall prevail when construing this Agreement. If the definition of a term in this Agreement is inconsistent with the definition of the same term in Florida Statutes § 403.703, the definition in Florida Statutes § 403.703 shall prevail, but only to the extent necessary to resolve the conflict between the two (2) definitions.

**1.1 Administrator** means the City’s contract administrator under this Agreement. The Administrator shall be the City Manager or such other officer or employee that is designated by the City Council to be the City’s official representative in routine discussions with the Contractor regarding this Agreement.

**1.2 Advertising** means any written communication for the purpose of promoting a product or service. The Contractor’s name and telephone number, and other information provided in the manner specified in this Agreement, is not Advertising.

**1.3 Agreement** means this Agreement between the City and the Contractor.

**1.4 Applicable Law** means any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which is in effect or is enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relates in any manner to the performance of the City or Contractor under this Agreement.

**1.5 Automated Collection Service** means the Collection of Garbage and Rubbish in a Garbage Cart and the Collection of Source Separated Recyclable Materials in a Recycling Cart, using fully automated equipment (e.g., a side-loading Collection vehicle that is staffed with a driver only) or semi-automated equipment (e.g., a rear-loading Collection vehicle equipped with a hydraulic “tipper,” a driver, and a crew of one or two people).

**1.6 Side Yard Service** means the Collection of Solid Waste and Source Separated Recyclable Materials from a Residential Curbside Customer’s back yard, side yard, or other location that is not Curbside.

**1.7 Biomedical Waste** means any solid or liquid waste that may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes that contain human disease-causing agents; discarded sharps; and used absorbent materials saturated with blood or body fluids.

**1.8 Bulk Waste** means a large discarded item that (a) is discarded by a Customer as a result of the Customer’s normal housekeeping activities on their own Premises and (b) cannot be placed in a Garbage Cart or Garbage Can because of its size, shape or weight. Bulk Waste includes furniture, fixtures, electronic goods, White Goods, tires, and large pieces of carpet.

**1.9 Certificate of Occupancy** means a document issued by the City, certifying that a newly constructed or renovated building complies with the City’s specifications and is suitable for use.

**1.10 Change in Law** means the adoption, promulgation, or modification of any Applicable Law after the Effective Date that directly and substantially affects the Contractor’s or City’s ability to perform under this Agreement. A Change in Law does not include a change in any tax law or workers’ compensation law.

**1.11 City** means, depending on the context, either (a) the geographic area contained within the municipal boundaries of the City of Belleair Beach, Florida, or (b) the government of the City of Belleair Beach, acting through the City Council or its designees.

**1.12 City Indemnified Parties** mean the City, including its officers, agents, volunteers, or employees while acting within the course and scope of their office or employment.

**1.13 Collection** means the process of picking up the Solid Waste and Source Separated Recyclable Materials that are Set Out by a Customer and then transporting and delivering the Solid Waste and Source Separated Recyclable Materials to a Designated Facility.

**1.14 Collection Containers** mean Garbage Cans, Garbage Carts, Recycling Containers, and Mechanical Containers.

**1.15 Collection Plan** means the Contractor’s written plan for providing Collection Services in compliance with the requirements in this Agreement, as described in Section 23, below.

**1.16 Collection Service** means one or more of the services provided by the Contractor for the Collection of Solid Waste and Source Separated Recyclable Materials pursuant to this Agreement. Collection Service includes Residential Collection Service, Special Collection Service, and Collection Service provided to the City’s Facilities.

**1.17 Commencement Date** means November 1<sup>st</sup> 2023 at 12:01 a.m., which is the date when the Contractor shall begin providing Collection Services in the City pursuant to this Agreement.

**1.18 Commercial Lawn Care Company** means a Person that provides lawn and garden maintenance services for remuneration. This definition includes a Person that provides landscaping services.

**1.19 Council** means the Belleair Beach City Council.

**1.20 Community Events** mean parades, festivals, and other civic events that are sponsored or supported by the City and designated by the Administrator pursuant to Section 36.4, below.

**1.21 Compactor** means a stationary or mobile mechanism that compresses Solid Waste in a Mechanical Container and achieves a minimum compaction ratio of 2.5 to 1.

**1.22 Construction and Demolition Waste** shall have the meaning set forth in Florida Statutes § 403.703(6), except Construction and Demolition Waste does not include Land Clearing Debris. In general, Construction and Demolition Waste means discarded materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, resulting from the construction, destruction, or renovation of a structure.

**1.23 Consumer Price Index or "CPI"** means the "Consumer Price Index - Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUUR0000SEHG).

**1.24 Contingency Plan** means the Contractor's plan for avoiding an interruption in Collection Service in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable or prevents the Contractor's drivers from reporting for work.

**1.25 Contractor** means Waste Pro of Florida, Inc.

**1.26 County** means Pinellas County, Florida.

**1.27 Curbside** means a location adjacent to a road or right-of-way that abuts a Customer's property and provides access for the Contractor's Collection vehicles. If there is no public access to the Customer's property, Curbside means a location that is adjacent to a roadway where the Contractor may lawfully gain access and provide Collection Service to the Customer. In all cases, the Curbside location must be within three (3) feet of the curb or the edge of the road.

**1.28 Customer** means a Person, other than the City, that uses or is entitled to use the Contractor's Collection Services under this Agreement.

**1.29 Customer List** means the City's list of the Residential Property and Single-Family Dwellings that are entitled to receive Collection Service from the Contractor pursuant to this Agreement.

**1.30 Designated Facility** means a facility designated by the City for the Recycling or disposal of Solid Waste and other materials collected pursuant to this Agreement.

**1.31 Disaster Debris** means debris that is produced or generated by a natural or human event that is declared a disaster by the federal government or the City. Disaster Debris includes Yard Waste, Construction and Demolition Waste, and Bulk Waste that is generated by such disaster.

**1.32 Disaster Debris Contract** means the City's contract(s) for the removal, hauling, processing, disposal, or Recycling of Disaster Debris.

**1.33 District Manager** means the senior employee that has been designated by the Contractor to serve as the Contractor's primary representative when dealing with the City on matters involving this Agreement.

**1.34 Dwelling Unit** means any type of structure or building, or a portion thereof, intended for or capable of being used for residential living. A Dwelling Unit includes a room or rooms constituting a separate, independent living area with a kitchen or cooking facilities, a separate entrance, and bathroom facilities, which are physically separated from other Dwelling Units, whether located in the same structure or in separate structures. However, a room in a licensed hotel or motel is not a Dwelling Unit.

**1.35 Effective Date** means Sunday, November 1<sup>st</sup> 2023, notwithstanding the actual date(s) upon which the Agreement is actually signed by the Parties.

**1.36 Electronic Equipment** means large electronic devices that have been discarded, including but not limited to computers, monitors, televisions, cathode ray tubes, printers, scanners, and copying machines.

**1.37 Exempt Waste** means materials that are exempt from the Contractor's exclusive franchise under this Agreement.

**1.38 Field Supervisor** means the Contractor's employee that is responsible for directly supervising the Contractor's Collection Services in the City.

**1.39 First Operating Year** means the period from the Commencement Date through and including September 30<sup>th</sup> 2024, and subsequent operating years shall be October 1<sup>st</sup> through September 30<sup>th</sup> of successive years, unless this Agreement is terminated earlier.

**1.40 Force Majeure** means the following events or circumstances, but only to the extent that they delay or preclude the City or Contractor from performing any of its obligations (other than payment obligation) under this Agreement: (a) a hurricane, tornado, flood, fire, explosion (except those caused by the negligence of Contractor, its agents, and assigns), landslide, earthquake, pandemic, or epidemic; (b) acts of a public enemy, acts of war, terrorism, insurrection, riots, civil disturbances, or national or international calamities; (c) suspension, termination, or interruption of utilities necessary to a Party's operations or duties under this Agreement; (d) an injunction, or a legal or equitable proceeding brought against the City or Contractor, or a Change in Law; and (e) any act, event, or condition, which is determined by mutual agreement of the City and the Contractor to be of the same general type as the events of Force Majeure identified in Sections 1.44 (a) through (d), above.

**1.41 Franchise Fee** means a fee authorized by City Code and paid (if so provided for in this Agreement or any future Amendment thereto) by the Contractor for (a) the exclusive right to provide Collection Services in the City and (b) the other rights and benefits provided to the Contractor under this Agreement.

**1.42 Garbage** means all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

**1.43 Garbage Can** means any commonly available metal or heavy-duty plastic container for Solid Waste that has enclosed sides and bottom, a tight-fitting lid or top, handles on the sides, and a capacity of approximately thirty-five (35) gallons or less.

**1.44 Garbage Cart** means a Garbage container that is made with heavy-duty hard plastic or other impervious material, with an enclosed bottom and sides, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately one hundred (100) gallons or less, and used for the automated or semi-automated Collection of Garbage and Rubbish.

**1.45 Hazardous Material** means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Material includes any material or substance identified as a hazardous waste or hazardous substance in the Florida Administrative Code, Florida Statutes, or other Applicable Law.

**1.46 Holiday** means a day when the Contractor does not need to provide Collection Service to Residential Customers. The only Holiday is Christmas Day (December 25), unless the Administrator and the District Manager mutually agree to designate additional days as Holidays.

**1.47 Improved Property** means any cleared, graded, or drained property in the City upon which a building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of Occupancy has been issued) for residential, commercial, institutional or industrial use. Improved Property includes recreational vehicle park lots contained within areas designated as mobile home parks by the Health Department.

**1.48 Indemnified Loss** means all actual costs, losses, damages, expenses, and liabilities that a City Indemnified Party incurs or suffers pursuant to or in connection with, or are caused by or result from, directly or indirectly, **IN WHOLE OR IN PART**, any wrongful act, error or omission, or negligence by the Contractor or any of its agents, employees, or any tier of subcontractors of the Contractor, or subcontractor to a subcontractor of the Contractor, or anyone employed by any of those Persons for whose wrongful act, error or omission, or negligence any of them may be liable, in the execution or performance of the Contractor's obligations under or incidental to this Agreement. Such costs include attorneys' fees, court costs, and expert witness fees in all trial, appellate, mediation, and bankruptcy proceedings. An Indemnified Loss includes (a) any bodily injury, property damage, sickness, disease, or death; (b) any claim arising under or from any actual or alleged violation of any Applicable Law (including workers' compensation laws, environmental laws, and health and safety laws) or any common law duty; (c) any actual or alleged infringement of any intellectual rights or property of any Person; (d) any actual or alleged pollution of or damage or destruction to property, natural resources, or the environment; (e) any lawsuit resulting from or related to the designation by the Contractor of any document or material as exempt from public disclosure or public records laws; (f) any lawsuit resulting from or related to the City's decision to award this Agreement to the Contractor; and (g) defending, settling, prosecuting, investigating, or participating in (as a witness or otherwise) any proceeding that arises out of or pertains to any of the foregoing; in each case, to the extent permitted by law or not otherwise prohibited, without regard to or limitation by the amount or type of benefits, damages, or compensation payable by or for the Contractor, any subcontractor of the Contractor, or any subcontractor to a subcontractor of the Contractor under any insurance policy or any Applicable Law (including employee benefits, disability benefits, and workers' compensation laws). Notwithstanding anything else contained herein, Indemnified Loss shall not include costs, losses, damages, expenses, or liabilities to the extent they are caused by: (i) the negligence of the City Indemnified Party; (ii) the breach of a term, condition, representation, or warranty in this Agreement by the City; or (iii) the violation of an Applicable Law by the City Indemnified Party.

**1.49 Industrial Property** means real property, not classified as Residential Property, where a Person is engaged in manufacturing, or processing raw materials, or altering or modifying material for the purpose of producing a usable or finished product, and such Person generates Solid Waste as a by-product of their activities. The Parties acknowledge that as of the Effective Date, there are no Industrial Properties within the City and addressing such properties herein is merely prospective in nature.

**1.50 Interest** means a payment for the use of money, which shall be set at a percentage rate determined pursuant to Florida Statutes § 55.03(1).

- 1.51 **Land Clearing Debris** means the trees, tree trunks, limbs, stumps, bushes, vegetation, rocks, soil, and other materials resulting from a land clearing or lot clearing operation.
- 1.52 **Legitimate Complaint** means any complaint by a Customer or the City in a case where one or more of the applicable requirements in this Agreement were not satisfied by the Contractor.
- 1.53 **Load** means the Solid Waste and other cargo that is transported in one of the Contractor's vehicles.
- 1.54 **Mechanical Container** means a dumpster, Roll-Off Container, Compactor, or other large container that is placed on and removed from a Person's Premises with mechanical equipment, and used for the Collection of Solid Waste or Source Separated Recyclable Materials. However, Garbage Carts and Recycling Carts are not Mechanical Containers.
- 1.55 **Missed Collection** means any occasion when the Contractor fails to provide Collection Service to a Customer on a Scheduled Collection Day in compliance with the requirements in this Agreement.
- 1.56 **Multi-Family Dwelling** means a building with multiple Dwelling Units that are located under one roof. Multi-Family Dwellings include apartments, condominiums and mixed-use buildings that contain multiple Dwelling Units.
- 1.57 **New Customer** means a Person that did not receive service from the City's solid waste provider before the Commencement Date, but is entitled to receive Collection Service from the Contractor pursuant to this Agreement.
- 1.58 **Non-Collection Notice** means a written form, tag, or sticker that is used by the Contractor to notify a Customer of the reason(s) why the Solid Waste or other materials Set Out by the Customer were not collected by the Contractor.
- 1.59 **Non-Conforming Material** means any material that is Set Out for Collection in a Recycling Container, but is not a Program Material.
- 1.60 **Operating Day** means a calendar day, except Sundays and Holidays, from the Commencement Date until this Agreement expires or terminates.
- 1.61 **Operating Month** means each calendar month from the Commencement Date until this Agreement expires or terminates. However, the last Operating Month shall end on the day when this Agreement expires or terminates.
- 1.62 **Operating Year** means a period of twelve (12) consecutive Operating Months, beginning on October 1 and ending on September 30 of the following year. Notwithstanding the foregoing, the First Operating Year shall begin on the Commencement Date and end on September 30, 2024, and the last Operating Year shall end on the day when this Agreement expires or terminates.
- 1.63 **Ordinances** mean the City's Code of Ordinances and any amendments thereto.
- 1.64 **OSHA** means the Occupational Safety and Health Act and all implementing regulations.
- 1.65 **Party** means, depending on the context, either the City or the Contractor.
- 1.66 **Parties** mean the City and the Contractor.

**1.67 Performance Bond** means the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in accordance with the terms of this Agreement.

**1.68 Person** means any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any county or municipality; and any governmental agency of any state or the federal government.

**1.69 Plastic Bag** means a heavy-duty plastic or biodegradable bag, with a capacity of approximately forty (40) gallons or less, that is designed to be used for the Collection of Solid Waste.

**1.70 Premises** mean Improved Property.

**1.71 Program Materials** means Source Separated Recyclable Materials that are accepted for Recycling at the Designated Facility for Recyclable Materials. The Program Materials are identified in **Exhibit 9**.

**1.72 Radioactive Waste** means any equipment or materials that are radioactive or have radioactive contamination, and are required by law to be stored, treated, or disposed of as radioactive waste.

**1.73 Rates** mean the fees and charges approved by the City to be charged to Customers for the Contractor's Collection Services.

**1.74 Recovered Materials** mean metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. A Recovered Material does not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile, or rubber). Among other things, Construction and Demolition Waste is not a Recovered Material.

**1.75 Recyclable Materials** mean those materials that are capable of being recycled and would otherwise be processed or disposed of as Solid Waste.

**1.76 Recycling** means any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

**1.77 Recycling Cart** means a container that is made of heavy-duty hard plastic or other impervious material, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately one hundred (100) gallons or less, and used for the automated or semi-automated Collection of Program Materials.

**1.78 Recycling Container** means any container approved by the Administrator for the Collection of Recyclable Materials, including Recycling Carts.

**1.79 Residential Collection Service** means the Collection of Residential Waste and Program Materials from Residential Customers.

**1.80 Residential Curbside Customer** means a Residential Customer that receives Collection Service at Curbside. A Residential Curbside Customer may reside in (a) a Single-Family Dwelling or (b) a Multi-Family Dwelling that cannot or should not receive Collection Service with a Mechanical Container, as

determined by the Administrator.

**1.81 Residential Customer** means a Person that (a) occupies Residential Property in the Service Area or (b) owns or manages Dwelling Units located on Residential Property. Residential Customers are Residential Curbside Customers or Residential Mechanical Container Customers.

**1.82 Residential Mechanical Container Customer** means a Residential Customer that receives Collection Service with a Mechanical Container.

**1.83 Residential Property** means each parcel of Improved Property in the Service Area that is used for residential purposes, including single family residences; duplex, triplex, and quadruplex apartments; apartment buildings; recreational vehicle lots contained within mobile home parks; mobile homes; condominium units; cooperatives established pursuant to Chapter 719, Florida Statutes; time-share apartments; and leased residential Premises of the classes described above, whether occupied or not.

**1.84 Residential Waste** means Garbage, Rubbish, Recyclable Materials, Yard Waste, and Bulk Waste generated by a Residential Customer upon the Customer's Residential Property. Residential Waste does not include any waste generated by a commercial business or enterprise.

**1.85 Roll-Off Container** means a large metal container (i.e., typically with a capacity of 10, 20, 30 or 40 cubic yards) used for the Collection of Solid Waste or Source Separated Recyclable Material, which is rolled-off of a motor vehicle when the container is placed at a site and then rolled onto the vehicle when the container is ready to be transported to another location.

**1.86 Route** means the roadways that will be used by one Collection vehicle on a single Operating Day when providing Collection Services. Each Route shall have a designated starting location and time, a designated sequence of streets to be followed when providing Collection Services, and a designated location for finishing.

**1.87 Rubbish** means waste materials (other than Garbage, Yard Waste, and Bulk Waste) resulting from normal housekeeping activities on Residential Property. Rubbish includes discarded trash, rags, sweepings, packaging, Recyclable Materials that are not source separated, and similar materials.

**1.88 Scheduled Collection Day** means an Operating Day when the Contractor is scheduled to collect a Customer's Source Separated Recyclable Materials or one or more of the components of the Customer's Solid Waste.

**1.89 Service Area** means the geographic area contained within the municipal boundaries of the City and includes the homes described in Section 4.3.

**1.90 Set Out** means the Customer's preparation and placement of Solid Waste and Program Materials for Collection at the Customer's Premises, in compliance with the requirements in this Agreement.

**1.91 Single Family Dwelling** means a building with a single Dwelling Unit located under one roof.

**1.92 Sludge** means the accumulated solids, residues and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other waste having similar characteristics.

**1.93 Solid Waste** shall have the meaning set forth in Florida Statutes § 403.703(36). Solid Waste includes Biomedical Waste, Bulk Waste, Commercial Waste, Construction and Demolition Waste, Disaster

Debris, Electronic Equipment, Garbage, Hazardous Material, Land Clearing Debris, Radioactive Waste, Recyclable Materials, Residential Waste, Rubbish, Tires, White Goods, and Yard Waste.

**1.94 Source Separated Recyclable Materials** mean Recyclable Materials that are separated from the Solid Waste at the location where they are generated (e.g., Residential Property) and then Set Out for Collection at that location.

**1.95 Special Collection Services** means any service requested by a Customer that is in addition to or different than the normal Collection Service provided to similarly situated Customers. Special Collection Services include Side Yard Service, the Collection of discarded materials at times other than the Customer's Scheduled Collection Day for such material, the Collection of any material in quantities that are greater than the amounts authorized herein for such materials, and the other services identified in **Exhibit 5**.

**1.96 Tipping Fee** means a fee that must be paid for the disposal of Solid Waste or other material.

**1.97 Tires** mean discarded automotive, motor vehicle, and trailer tires, including rims, but excluding tires that have an inside diameter of 25 inches or greater.

**1.98 Transition Period** means the period between the Effective Date and the Commencement Date.

**1.99 Transition Plan** means a document describing in detail the activities that will be undertaken and the schedule that will be followed by the Contractor to ensure that the Contractor successfully provides the Contractor's Collection Services in compliance with this Agreement on and after the Commencement Date.

**1.100 White Goods** mean large discarded appliances (e.g., refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, microwave ovens, and air conditioners) that are generated by a Customer on the Customer's Improved Property where the White Goods are collected.

**1.101 Yard Waste** means vegetative matter resulting from yard and landscaping maintenance, including but not limited to shrub and tree trimmings, grass clippings, palm fronds, and branches. Yard Waste does not include Land Clearing Debris.

## **SECTION 2: CONTRACTOR'S EXCLUSIVE RIGHT**

### **2.1 EXCLUSIVE COLLECTION RIGHT GRANTED TO CONTRACTOR**

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted an exclusive right to provide Residential Collection Service in the City. More specifically, subject to the conditions and limitations herein, the Contractor's franchise includes the exclusive right to collect: (a) Garbage, Rubbish, Yard Waste, Bulk Waste, and Source Separated Recyclable Materials that are generated on Residential Property and collected at Curbside; (b) Garbage, Rubbish, Bulk Waste, and Source Separated Recyclable Materials that are generated on Residential Property (i.e., Multi-Family Dwellings) where Garbage and Rubbish are collected in Mechanical Containers

### **2.2 LIMITATIONS ON THE EXCLUSIVE RIGHT**

This Agreement only grants a collection right for the services and types of Solid Waste that are explicitly addressed herein. No other services or materials are subject to the Contractor's exclusive right under this Agreement.

### **2.3 ENFORCEMENT OF THE EXCLUSIVE RIGHT**

The City shall determine, in its sole discretion, the measures the City will use to ensure that the Contractor's exclusive rights under this Agreement are not infringed upon by a third party. The City also shall determine, in its sole discretion, how and when it will implement those measures. The Contractor shall have no right to compel the City to undertake any specific action to enforce or maintain the exclusivity of the Contractor's exclusive right.

## **SECTION 3: TERM OF THIS AGREEMENT**

### **3.1 INITIAL TERM OF FRANCHISE AGREEMENT**

This Agreement shall take effect and be binding upon the Parties from the Effective Date until the date when this Agreement is terminated or expires. The initial term of this Agreement shall begin on the Effective Date and shall expire on **October 31, 2028**, unless this Agreement is terminated earlier.

### **3.2 CITY'S OPTION TO RENEW THE FRANCHISE**

The Council shall have the right to renew and extend this Agreement at the end of the initial term of this Agreement, unless the Contractor gives written notice to the City pursuant to Section 75, below, that the Contractor is not willing to renew this Agreement and such notice is delivered on or before March 1, 2028. There shall be two (2) renewal terms and each shall be five (5) years. During the renewal term the City and the Contractor shall be subject to the conditions and limitations that are contained herein, unless the City and the Contractor agree otherwise. Any renewal of this Agreement must be approved by the Council.

## **SECTION 4: THE SERVICE AREA**

### **4.1 DESCRIPTION OF THE SERVICE AREA**

The Service Area includes all of the land located within the incorporated area of the City. A general map of the City is provided in **Exhibit 1**. A legal description of the City is contained in **Exhibit 2**.

#### **4.2 ADJUSTMENTS TO THE SERVICE AREA**

The boundaries of the Service Area may be adjusted if lands are added to or removed from the City pursuant to an annexation, interlocal agreement, or similar change after the Effective Date. In such cases, the rights of the Contractor may be revised in accordance with Florida Statutes § 171.062, or other Applicable Laws.

The annexation of land to the City after the Effective Date may require the Contractor to provide Collection Services in the annexed area or, in the alternative, the annexed area may be served by another Person. In either case, the Contractor shall provide its services in the City (with or without the annexed area) for the Rates established in this Agreement. There shall be no change in the Contractor's Rates if Collection Service in the newly annexed area is provided by another Person.

#### **4.3 SERVICE LOCATIONS**

The Contractor shall provide Residential Collection Service at Curbside for the locations listed in **Exhibit 3**, and the Service Area shall include these dwellings.

### **SECTION 5: CONTRACTOR'S OBLIGATIONS PRIOR TO COMMENCEMENT DATE**

#### **5.1 CONTRACTOR'S TRANSITION PLAN**

Assuming the Contractor is also not the incumbent contractor, the Contractor shall ensure that the Customers do not experience any delay or disruption in service when the Contractor begins to provide its Collection Services on the Commencement Date. To help accomplish this task, Contractor shall prepare and provide the Administrator with a Transition Plan in compliance with the requirements herein. At a minimum, the Transition Plan must demonstrate that the Contractor will hire and train the necessary personnel, and procure and prepare the necessary vehicles and equipment, to enable the Contractor to provide its Collection Services successfully on the Commencement Date and all times thereafter. The Transition Plan shall contain a detailed description of the steps the Contractor will take, and the schedule for completing those steps, as the Contractor prepares for the Commencement Date. Among other things, the Transition Plan shall identify and describe: (a) the number and types of Collection vehicles, Mechanical Containers, and Recycling Carts the Contractor will need to have in stock at its local equipment yard before the Commencement Date; (b) how and when the Contractor will provide its Mechanical Containers and Recycling Carts to the Customers; and (c) how and when the Contractor will provide additional personnel, vehicles, and equipment to serve the City if the Contractor needs additional resources on or after the Commencement Date. The Transition Plan is subject to the approval of the Administrator. If requested, the Contractor shall revise the Plan within twenty (20) calendar days and resubmit the Plan for the Administrator's review and approval. If the City has not required and negotiated automated or semi-automated Collection by use of Contractor-provided Garbage or Recycling Carts into this Agreement, then the Transition Plan need not address the provision of Garbage or Recycling Carts to Customers, nor any other matter associated with an automated or semi-automated Collection model. The Parties acknowledge that on the Effective Date, single family residential Solid Waste collection is not an automated function and privately-owned cans are used, while single-family residential recycling is automated, using Contractor-provided Recycling Carts. All recyclables to be in cart.

## **5.2 DEADLINE FOR THE CONTRACTOR'S TRANSITION PLANNING**

On or before October 20, 2023, the Contractor shall provide, in addition to the information required in Section 5.1 above, a Collection Plan that complies with the requirements in Section 23, below; confirmation that all necessary Collection vehicles and equipment have been secured or ordered and will be at the Contractor's local equipment yard no later than November 1, 2023; a copy of the standard form contract that the Contractor intends to use pursuant to Section 33.1, below; electronic (digital) copies of the notices, brochures, and informational materials the Contractor intends to deliver to Customers concerning the Collection Services it will provide under this Agreement and which shall be designed to satisfy the requirements in Section 35, below; a written safety plan covering all aspects of the Contractor's operations under this Agreement, in compliance with the requirements of Section 22, below; a Contingency Plan, pursuant to Section 37.4, below; and documentation that its computer systems are fully operational and capable of tracking complaints and requests for service in compliance with the requirements in Sections 31.1.4 and 31.1.5, below.

## **5.3 THE CONTRACTOR'S INITIAL SERVICES**

The Contractor shall assign appropriate supervisor to be accessible to the City's Administrator each Operating Day during the First Operating Month. The Contractor's service representative shall assist the City in addressing Customer complaints concerning the Contractor's performance. After the first two (2) weeks of operations, the Contractor may request the Administrator to waive the requirements in this Section 5.3 if the City is not experiencing an increase in the number of Legitimate Complaints it receives as a result of the Contractor's performance under this Agreement.

## **SECTION 6: GENERAL SCOPE OF CONTRACTOR'S DUTIES AFTER COMMENCEMENT DATE**

This Section 6 describes the general scope of the Contractor's duties under this Agreement. The general requirements in this Section 6 are supplemented by the specific requirements in the other sections of this Agreement. Subject to the conditions contained herein, the Contractor shall:

- (a) collect and transport all of the Residential Waste generated by Customers in the Service Area;
- (b) provide Collection Service for the City's facilities;
- (c) deliver all of the Solid Waste and Source Separated Recyclable Material it collects pursuant to this Agreement to Designated Facilities;
- (d) pay the applicable Tipping Fees at the Designated Facilities;
- (e) comply at all times with the requirements in this Agreement and Applicable Law;
- (f) provide all labor, services, supervision, materials, and equipment necessary to accomplish the Contractor's work under this Agreement; and
- (g) perform all its work and satisfy all its obligations under this Agreement at Contractor's sole expense, in exchange only for the payments to Contractor by the City and Customers that are expressly authorized herein.

## **SECTION 7: CONTRACTOR'S SPECIFIC COLLECTION**

## **SERVICES**

### **7.1 GENERAL REQUIREMENTS FOR RESIDENTIAL COLLECTION SERVICE AT CURBSIDE**

The Contractor shall provide the following services to each Customer that is entitled to receive Residential Collection Service at Curbside:

- 7.1.1 Garbage, Rubbish and Yard Waste shall be collected at Curbside two (2) times each week per Exhibit 6 Collection Schedule.
- 7.1.2 Bulk Waste shall be collected at Curbside one (1) time each week. This service shall be provided to a Customer each week on the first day when the Customer receives Collection Service for Garbage.
- 7.1.3 Source Separated Recyclable Materials shall be collected at Curbside once each week on Wednesdays per Exhibit 6 Collection Schedule...
- 7.1.4 Subject to the conditions and limitations contained herein, the Contractor shall collect all the Garbage, Rubbish, Source Separated Recyclable Materials, Yard Waste and Bulk Waste (scheduled) that is Set Out at Curbside by a Residential Curbside Customer. However, the Administrator shall grant relief from this requirement if the Administrator confirms that a Residential Customer is disposing of Solid Waste generated by a commercial business or enterprise. Further, the Contractor is not obligated by this Agreement to collect Land Clearing Debris.

### **7.2 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR GARBAGE AND RUBBISH**

- 7.2.1 On and after the Commencement Date, the Contractor shall provide Garbage and Rubbish service to all Residential Curbside Customers. Unless required by a future amendment to this Agreement, Contractor is not required to provide an Automated Collection Service, nor to provide Garbage Carts to Customers.
- 7.2.2 The Contractor shall collect all of the Garbage and Rubbish that each Residential Curbside Customer Sets Out at Curbside in personally-owned Garbage Cans. However, the Contractor is not obligated to collect Garbage or Rubbish that is placed outside of a Garbage Can. For example, the Contractor is not required to collect Garbage or Rubbish that is placed in a Plastic Bag, or other type of bag, box, or container. The Contractor also is not required to collect the contents of a Garbage Can if the weight of the can and its contents exceeds the maximum rated capacity of the can (measured in pounds), as indicated on the lid of the can.

### **7.3 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR RECYCLABLE MATERIALS**

- 7.3.1 On and after the Commencement Date, the Contractor shall provide Source Separated Recyclable Materials service to all Residential Curbside Customers. Contractor shall provide a Collection Service and provide associated Recycling 64 Gallon Cart to Customers.
- 7.3.2 The Contractor shall collect all of the Source Separated Recyclable Material that each

Residential Curbside Customer Sets Out in Contractor-provided Recycling Carts. Contractor is not obligated to collect any Source Separated Recyclable Materials that are placed outside of the Recycling Cart, except for dry cardboard. The Contractor shall collect all dry cardboard that is Set Out at Curbside and cut or folded into pieces that are no larger than three feet (3') by three feet (3') in size.

- 7.3.3 At a minimum, the Contractor shall collect all the Program Materials that are accepted and recycled by the Designated Facility for Recyclable Materials. **Exhibit 9** identifies the Program Materials that currently are accepted at the Designated Facility. The Administrator may amend **Exhibit 9** whenever: (a) the Designated Facility is changed; (b) the Designated Facility changes its list of materials it accepts for Recycling; or (c) the Administrator determines it is cost-effective and appropriate to revise the list of Program Materials. The Administrator shall provide written notice to the Contractor at least thirty (30) days before the Administrator amends **Exhibit 9**. The Administrator shall not add a Recyclable Material to the list of Program Materials in **Exhibit 9** if the Designated Facility will not accept and process that material.

#### **7.4 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR BULK WASTE**

- 7.4.1 The Contractor, when ordered by the Residential Customer shall collect Bulk Waste that is Set Out at Curbside by Residential Curbside Customers. Bulk waste is limited to 2 cubic yards or 60 pounds per item, unless it is a White Good, as defined in Section 1.100. Bulk Waste may be Set Out, except (a) as provided in Section 7.4.2, below, and (b) the Contractor is not obligated to collect a piece of Bulk Waste that is too large or too heavy to safely load and transport.
- 7.4.2 If a Residential Curbside Customer places Construction and Demolition Waste from a “do-it-yourself” project at Curbside, the Contractor shall collect the Construction and Demolition Waste as Bulk Waste. However, the Contractor is not required to collect more than two (2) cubic yards of Construction and Demolition Waste from any Curbside Customer on any Scheduled Collection Day. The Contractor also is not required to collect Construction and Demolition Waste that is placed at Curbside by a building contractor, handyman, or other Person working for the Customer. Such materials shall be removed from the Customer’s property by the Customer or the Person that generated the waste materials. If the Contractor elects to leave any Construction and Demolition Waste at Curbside, the Contractor shall leave a Non-Collection Notice on the remaining material and shall comply with the requirements in Section 15, below. The Contractor shall promptly notify the Administrator if the Contractor believes a Curbside Customer is placing excessive amounts of Construction and Demolition Waste at Curbside and should be using a Mechanical Container for the collection of such waste. For the purposes of this Section 7.4.2, excessive means two (2) cubic yards or more on two (2) or more consecutive weeks.

#### **7.5 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR YARD WASTE**

- 7.5.1 The Contractor shall collect all of the Yard Waste that is Set Out at Curbside by Residential Curbside Customers, including Yard Waste that is Set Out in Garbage Cans.

- 7.5.2 The Contractor shall collect the Customer's Yard Waste as part of normal collection. Yard Waste acceptable as part of normal collection is limited to a maximum of six (6) inches in diameter, four (4) feet in length, and sixty (60) pounds in weight per individual segment. Lawn clippings, leaves & other small items must be containerized. Notwithstanding the foregoing, the Contractor is not required to collect Land Clearing Debris, and the Contractor is not obligated to collect any single piece of Yard Waste if it is too large or too heavy to safely load and transport in a non-automated collection truck.
- 7.5.3 The Contractor shall collect any natural Christmas tree that is Set Out at Curbside.
- 7.5.4 If the Contractor elects to leave any Yard Waste or Land Clearing Debris at Curbside, the Contractor shall place a Non-Collection Notice on the waste materials or on the Customer's doorknob, in compliance with Section 15.2, below.
- 7.5.5 The Contractor may collect and combine Yard Waste and Bulk Waste in the same vehicle.

## **7.6 SIDE YARD SERVICE FOR RESIDENTIAL CURBSIDE CUSTOMERS**

The Contractor shall provide Side Yard Service to a disabled Customer if: (a) the Customer is entitled to receive Residential Curbside Collection Service as outlined in Contractor's published plan to accommodate disabled Customers; and (b) the Customer has requested, and the Contractor has approved Side Yard Service. If these criteria are satisfied, Side Yard Service shall be provided at no additional cost to the City or Customer. The Customer's Garbage and Rubbish shall be collected at the Customer's side yard, back yard, or other location that is mutually acceptable to the Contractor and the Customer. However, the Contractor is not required to provide Side Yard Service for the collection of Bulk Waste or Yard Waste. The Contractor shall provide Side Yard Service to the Customer on the Scheduled Collection Days when Residential Collection Service would otherwise be provided to the Customer. The Contractor shall not approve Side Yard Service for any Customer pursuant to this Section 7.6 unless the Contractor receives suitable documentation from a physician or similarly-qualified healthcare provider confirming that the Customer is physically unable to use the regular Residential Collection Service that is provided at Curbside, and written attestation from the Customer that there are no able-bodied Persons residing with the Customer. The Contractor shall provide Side Yard Service to a disabled Customer in compliance with the requirements in this Section 7.6, but the Contractor is not required by this Agreement to take other extraordinary measures to accommodate such Customer (i.e., the Contractor is not required to take measures for a disabled Customer that are not taken for all Residential Curbside Customers).

## **7.7 RESIDENTIAL COLLECTION SERVICE FOR MULTI-FAMILY DWELLINGS**

- 7.7.1 The Contractor shall have the exclusive authority to determine whether a Residential Customer residing in a Multi-Family Dwelling must Set Out its Garbage and Rubbish at Curbside or in a Mechanical Container.
- 7.7.2 If a Residential Customer resides in a Multi-Family Dwelling and receives Collection Service at Curbside, the Contractor shall serve that Customer in compliance with the provisions in Sections 7.1 through 7.6, above.
- 7.7.3 The Contractor shall provide the following services to each Residential Customer that resides in a Multi-Family Dwelling and receives Collection Service with a Mechanical

Container:

- (a) The Contractor shall collect all of the Customer's Garbage and Rubbish at the Customer's Premises at least two (2) times each week per Exhibit 6 Collection Schedule.
- (b) The Customer shall provide Recycling Carts or Mechanical Containers for the Collection of the Customer's Source Separated Recyclable Materials. The Contractor shall collect all of the Source Separated Recyclable Materials that are placed into the Customer's Recycling Containers. The Contractor also shall collect all of the dry cardboard that is placed next to the Customer's Recycling Containers. Source Separated Recyclable Materials shall be collected at least once each week at each Multi-Family Dwelling per Exhibit 6 Collection Schedule.
- (c) At Multi-Family Dwellings where Garbage and Rubbish are collected with a Mechanical Container, the Contractor and the Customer shall jointly designate a location where Bulk Waste will be collected. The designated location should be (a) next to the Mechanical Containers or (b) a place where the Contractor's vehicles can obtain access and, if possible, the Bulk Waste will be screened from public view. The Contractor shall collect all of the Bulk Waste that is too large or too heavy to safely load and transport. This service shall be provided to a Customer each week on the first day when the Customer receives Collection Service for Garbage. For example, if a Customer receives Collection Service for Garbage on Tuesdays and Fridays, that Customer shall receive Collection Service for Bulk Waste and Yard Waste on Mondays.
- (d) The Contractor is not obligated by this Agreement to provide a separate Collection Service for Yard Waste that is generated at Multi-Family Dwellings where Mechanical Containers are used for the Collection of Garbage and Rubbish. However, the Contractor shall collect any Yard Waste or natural Christmas trees that Residential Customers place in the Mechanical Containers at their Multi-Family Dwelling.
- (e) Notwithstanding anything else contained herein, the Contractor is not required to collect: (a) any piece of Bulk Waste or Yard Waste that is too large or heavy to safely load and transport.
- (f) At a Customer's request and expense, the Contractor shall provide alternate methods of collecting Bulk Waste at Multi-Family Dwellings (e.g., Roll-Off Containers) when the Contractor determines that it is appropriate to do so. Approval of a Customer's request for such service shall be made on a case-by-case basis, after Contractor has examined the feasibility and appropriateness of using the alternate method. The Contractor may also recommend and implement alternate methods of collecting Bulk Waste at Multi-Family Dwellings, subject to the Customer's acceptance and at Customer expense.

## **7.8 SPECIAL COLLECTION SERVICES**

The Contractor shall provide Special Collection Service for Garbage, Bulk Waste, and other materials when such services are requested by a Customer or the Administrator. Upon request, the Contractor shall also provide the Special Collection Services described in **Exhibit 6**. The frequency

of service shall be determined by the Customer and Contractor.

## **7.9 COLLECTION SERVICES FOR THE CITY**

The Contractor shall provide Collection Services for the City in compliance with the requirements in Section 36, below.

## **SECTION 8: HOURS AND DAYS OF CONTRACTOR'S COLLECTION SERVICES**

- 8.1** The Contractor may provide Collection Service to Residential Customers every day of the year, except Sundays and Holidays.
- 8.2** The Contractor shall not provide Residential Collection Service at Curbside before 7:00 a.m. or after 6:00 p.m. The Contractor shall not provide Residential Collection Service with Mechanical Containers before 7:00 a.m. or after 6:00 p.m.
- 8.3** Notwithstanding anything else contained herein, the hours and days of Collection Service may be extended or reduced (a) when such change is requested by the Contractor and approved in advance by the Administrator and (b) when the Administrator determines that such change is necessary or otherwise appropriate to protect the public health, safety, or welfare.

## **SECTION 9: SCHEDULES AND ROUTES FOR COLLECTION SERVICE**

### **9.1 SCHEDULES AND ROUTES**

Contractor shall establish Routes and schedules that satisfy the requirements of this Agreement and maximize the efficiency of Contractor's operations. Subject to these considerations, the Contractor shall attempt to ensure that the Contractor's Collection Plan minimizes the changes to the Collection schedules and Routes used for Residential Customers before the Commencement Date.

The Contractor shall submit its proposed Collection Routes and schedules to the Administrator as part of the Contractor's Collection Plan. The Contractor shall provide Collection Services in accordance with the approved Routes and schedules in the Collection Plan and notify the administrator if the Collection Routes or schedules change.

### **9.2 SCHEDULES FOR TWICE WEEKLY SERVICE**

Whenever the Contractor is required to provide Residential Collection Service two (2) times each week pursuant to this Agreement, the Scheduled Collection Days shall be seventy-two (72) hours apart, unless the Administrator approves a different schedule. Accordingly, a Residential Curbside Customer shall receive Collection Service for Garbage and Rubbish on Monday and Thursday or Tuesday and Friday.

## **SECTION 10: CHANGES TO COLLECTION SCHEDULES AND ROUTES**

### **10.1 NO CHANGES WITHOUT ADMINISTRATOR'S APPROVAL**

After the Commencement Date, the Contractor shall not change an approved Route, Collection schedule, or method of providing Collection Service until the Contractor receives the Administrator's written approval for the proposed change. The Contractor shall submit a description of all proposed changes to the Administrator at least thirty (30) calendar days prior to the implementation of such changes, unless a shorter timetable is requested or approved by the Administrator.

## **10.2 HOLIDAY SCHEDULES**

10.2.1 The Contractor is not required to provide Collection Service to Residential Customers on a Holiday (i.e., New Year's Day, Thanksgiving, and Christmas Day).

10.2.2 If a Residential Curbside Customer's Scheduled Collection Day for Garbage falls on a Holiday, the Contractor does not need to collect the Customer's Garbage until the next Calendar Day for the Collection of the Customer's Garbage.

10.2.3 If a Residential Curbside Customer's Scheduled Collection Day for Bulk Waste, Yard Waste, or Source Separated Recyclable Materials (i.e., items that are collected once each week) falls on a Holiday, the Contractor may delay the Collection of such material until the next Calendar Day.

10.2.4 Notwithstanding the other provisions in this Section 10.2, the Contractor may propose, and the Administrator may approve alternate schedules for the Collection of Residential Waste immediately before and after a Holiday.

## **10.3 PUBLIC NOTICE OF CHANGES**

If the Administrator approves a change in the Contractor's schedules or Routes, the Contractor shall provide all affected Customers with notice of the change and shall comply with the applicable requirements in Section 35, below, unless a different notice is approved by the Administrator.

## **10.4 NOTICE OF TEMPORARY DELAYS**

The Contractor shall inform the Administrator about any event (e.g., disabled trucks, accidents, or shortage of staff) that will cause delays in the Contractor's normal schedule for Residential Collection Service. The Contractor shall provide this information to the Administrator in writing within two (2) hours of the event causing the delay.

## **10.5 NO DELAYS EXCUSED FOR FLUCTUATIONS IN SOLID WASTE QUANTITIES**

The quantity of Solid Waste generated in the City may fluctuate during each Operating Year and from year-to-year. These fluctuations will not justify or excuse a failure by the Contractor to provide Collection Service in compliance with the approved schedules and Routes. The Contractor is responsible for the timely Collection of all of the Solid Waste and Source Separated Recyclable Material that is Set Out on the Scheduled Collection Days, subject to the conditions herein, regardless of any fluctuations in the amount of material that is Set Out.

# **SECTION 11: ADMINISTRATOR'S AUTHORITY TO CHANGE COLLECTION SERVICES**

(b) The Administrator shall have the authority to determine whether a Residential Customer should receive Collection Service at Curbside or, in the alternative, Collection Service with a Mechanical Container. In the absence of unusual circumstances, the Administrator will require the Contractor to provide Collection Service at Curbside for (a) all Single-Family Dwellings and Multi-Family Dwellings that cannot or should not receive Collection Service with a Mechanical Container, as determined by the Administrator.

- 11.1** If a Customer receives Collection Service with a Mechanical Container, the Contractor and the Customer initially shall determine the size of the Mechanical Container that will be used. The Contractor and Customer also shall determine the frequency of Collection Service, provided that the frequency complies with the minimum requirements in this Agreement (i.e., at least twice each week, unless the Administrator approves less frequent Collection Service, or the Contractor is providing Collection Service for Construction and Demolition Waste).
- 11.2** For each Customer receiving Collection Service with a Mechanical Container on the Commencement Date, the Contractor shall provide a Mechanical Container that is at least as large as the Mechanical Container used by the Customer before the Commencement Date, unless the Contractor receives the Administrator's prior written approval to use a smaller size.
- 11.3** The Administrator shall have the right to increase or decrease the frequency of any Collection Service, and the size and number of the Collection Containers used by any Customer. The size of the Collection Container and the frequency of Collection Service provided to a Customer shall be sufficient to ensure that the Collection Container is not overfilled, and Solid Waste is not placed outside the Collection Container, between Scheduled Collection Days.
- 11.4** If the Contractor and a Customer cannot agree about the size of the Collection Container or the frequency of Collection Service for the Customer's Premises, the Contractor or the Customer may notify the Administrator about their dispute. In such cases, the Administrator shall determine whether it is necessary to change the frequency of service or the size of the Collection Container, and the Contractor shall provide its service in compliance with the Administrator's determination. The Customer shall pay the appropriate Rates for the Contractor's Collection Service, whether the level of service is increased or decreased.

## **SECTION 12: THE CUSTOMER LIST**

- 12.1** The City shall prepare a Customer List, which identifies each Residential Property, Dwelling Unit, and Commercial Property, that is entitled to receive Collection Service from the Contractor pursuant to this Agreement. The Customer List shall be based on the City's tax roll or any other source of reliable information. No later than thirty (30) days before the Commencement Date, the Contractor shall review the Customer List and confirm to the Administrator that the list is accurate and complete. If the Contractor believes the Customer List is inaccurate or incomplete, the Contractor shall promptly notify the Administrator about any proposed additions, deletions, or other revisions to the Customer List.
- 12.2** The Contractor shall have an affirmative duty to help ensure that the Customer List is accurate at all times after the Commencement Date. The Contractor shall notify the Administrator within five (5) Operating Days if the Contractor begins to provide Collection Service to a Residential Property or Commercial Property that is not included in the Customer List. The Contractor also shall notify the Administrator within five (5) Operating Days if the Contractor identifies a Residential Property or Commercial Property that should be added to or deleted from the Customer List.

- 12.3** The Administrator shall notify the Contractor promptly after (a) a Certificate of Occupancy is issued by the City for a new Dwelling Unit or Improved Property that should be added to the Customer List and (b) the City determines it is appropriate to provide Collection Service to such Dwelling Unit or Improved Property. After receiving this notification, the Contractor shall begin to provide Collection Service to the Dwelling Unit or Improved Property within two (2) Operating Days.
- 12.4** The Administrator shall notify the Contractor if the City wants the Contractor to terminate its Collection Service to a Customer. The Contractor shall terminate its Collection Service within two (2) Operating Days after receiving the Administrator's notice. If the Customer is sharing a Mechanical Container with other Customers, the Contractor must allocate its charges to the remaining Customers that will continue to receive Collection Service, and the Contractor shall inform the Administrator about the reallocation of charges so that the City may ensure the remaining Customers are billed appropriately.
- 12.5** The City shall update the Customer List at least once each Operating Month. The City shall adjust the Customer List to correspond with the occupancy of existing and new buildings, as well as the demolition of old buildings. A new Dwelling Unit or Improved Property shall be deemed to be occupied when a Certificate of Occupancy has been issued and the Administrator requests the Contractor to provide Collection Service to the new Dwelling Unit or Improved Property. At a minimum, the updated Customer List shall identify the changes in occupancy that occurred two (2) months before the list was updated. For example, when the list is updated in June of each Operating Year, the list shall at least reflect the addition of new buildings and the demolition of old buildings in April of the same year.

### **SECTION 13: PROPER COLLECTION PROCEDURES FOR CONTRACTOR**

- 13.1** When providing Collection Services, the Contractor shall thoroughly empty the Customer's Collection Containers and return them in an upright position to the location where they were placed by the Customer. The Contractor shall not place a Collection Container in a location where the container blocks vehicular access to a road, alley, or driveway.
- 13.2** After the Contractor empties a Collection Container that has a lid, the Contractor shall place the lid back on top of the Collection Container and close it securely.
- 13.3** The Contractor shall handle Collection Containers carefully, and in a manner to prevent damage. Garbage Cans, Garbage Carts, Recycling Containers, and their lids shall not be tossed or thrown by the Contractor.
- 13.4** The Contractor shall provide Collection Services with as little noise and disturbance as possible.
- 13.5** The Contractor shall be responsible for the proper handling of any Bulk Goods that the Contractor collects. The Contractor shall take appropriate steps to minimize the release of Freon, coolants, and other similar materials from White Goods. Among other things, the Contractor shall not crush or compact any White Goods or Electronic Equipment that the Contractor collects, if such materials are Set Out separately for Collection. A Customer is not required to remove Freon, coolants, or other similar materials from White Goods before the White Goods are Set Out. The Contractor is not required to remove such materials from the White Goods before the White Goods are placed in the Contractor's vehicles.

## **SECTION 14: RESTRICTIONS ON COLLECTION OF MIXED LOADS**

- 14.1** During the Collection process, Garbage and Rubbish may be collected and combined together by the Contractor.
- 14.2** During the Collection process, Source Separated Recyclable Materials shall be handled separately by the Contractor and shall not be combined with any other type of material, without the Administrator's prior approval. The Contractor shall have no obligation to separate these materials if a Customer placed them in a Collection Container with other types of Solid Waste.
- 14.3** The Contractor shall not collect Source Separated Recyclable Materials with a vehicle was used for the Collection of Solid Waste on the same day.
- 14.4** Notwithstanding the foregoing, the Administrator may waive any of the restrictions in this Section 14 and thus allow the Contractor to combine different types of Solid Waste, if the Administrator determines that the waiver will be in the public interest. In such cases, the Contractor shall submit a written request to the Administrator, describing the specific procedures that will be established to properly account and pay for the management of the mixed materials. The Administrator may grant or deny the petition, in his or her sole discretion, but any waiver must be in writing.

## **SECTION 15: NON-COLLECTION PROCEDURES**

- 15.1** The Contractor must use all commercially reasonable measures to collect a Customer's Solid Waste and Source Separated Recyclable Materials in compliance with the requirements in this Agreement. Nonetheless, the Parties recognize that the Contractor may refuse to collect a Customer's materials in some cases, subject to the requirements herein.
- 15.2** The Contractor shall place a Non-Collection Notice on a Customer's Collection Container or doorknob if the Contractor decides that the Contractor will not collect the Customer's Solid Waste or Source Separated Recyclable Materials because the waste or materials were not Set Out in compliance with the applicable requirements in this Agreement. Unless the Contractor places a Non-Collection Notice on the Customer's Collection Container or doorknob, the Administrator may require the Contractor to return to the Customer's Premises promptly and collect the Solid Waste or Source Separated Recyclable Materials. If the Administrator notifies the Contractor before 12 p.m. (noon) on an Operating Day, the Contractor shall collect the Solid Waste or Source Separated Recyclable Materials before the end of that Operating Day. If the Administrator notifies the Contractor after 12:00 p.m. (noon), the Collection of the Solid Waste or Source Separated Recyclable Materials shall be completed before 12 p.m. (noon) on the next Operating Day.
- 15.3** The Contractor is responsible for determining whether a Customer's Recycling Container contains Non-Conforming Material or excessively contaminated Recyclable Materials. The Contractor may leave Non-Conforming Material and excessively contaminated Recyclable Materials in the Recycling Container, but if the Contractor does, the Contractor shall immediately place a Non-Collection Notice on the Customer's Recycling Container or doorknob, explaining why the material was not collected.
- 15.4** In the event a Mechanical Container is overfilled and cannot be emptied safely, the Contractor shall immediately place a Non-Collection Notice on the Customer's container or doorknob, call the Customer, and reschedule the Collection Service. The Contractor also

shall notify the Customer if the Contractor believes the Contractor should increase the frequency of Collection Service or increase the size of the Mechanical Container provided to the Customer.

At its option, the Contractor may take photographs to document the frequency and extent to which a Customer overfills its Mechanical Container. The Contractor may submit the photographs to the Customer and/or the Administrator to demonstrate that the Customer needs additional Collection Service or should be referred to the City code enforcement officer. If the Customer repeatedly overfills its Mechanical Container, the Administrator shall require an increase in the frequency of Collection Service or an increase in the size of the Mechanical Container, and the Customer may be cited by the code enforcement officer for violation of any applicable City code.

- 15.5** The Contractor shall not collect Residential Waste or Commercial Waste from a Customer if the Contractor believes the Residential Waste or Commercial Waste contains Hazardous Material, Radioactive Waste, or Biomedical Waste. In such cases, the Contractor shall place a Non- Collection Notice on the Customer's Collection Container or doorknob, take photographs of the improper waste (if possible), and immediately notify the Field Supervisor. The Contractor shall work with the Administrator to identify the generator and identify an appropriate method to remove and dispose of the waste in a lawful manner. If the Contractor elects to remove the waste before the Contractor receives the Administrator's approval, the Contractor shall be solely responsible for the management and disposal of the waste, including the payment of all associated costs.
- 15.6** If a Mechanical Container is temporarily inaccessible due to factors other than the fault of the Customer (e.g., the street is blocked by a commercial vehicle), the Contractor shall promptly (i.e., within two (2) hours) notify the Customer by telephone concerning the Contractor's inability to provide Collection Service. The Contractor shall offer to provide Collection Service later the same Operating Day, whenever feasible. If it is not feasible, the Contractor shall leave a Non- Collection Notice on the Customer's container or doorknob and provide Collection Service on the next Operating Day.
- 15.7** The Contractor shall notify the Administrator about any Customer that routinely fails to comply with the Set-Out requirements in this Agreement. For example, the Contractor shall notify the Administrator if a Residential Customer routinely places: (a) Garbage-filled Plastic Bags outside of their Garbage Cart; (b) Solid Waste from a business or commercial enterprise at Curbside; or Solid Waste or other non-conforming Material in their Recycling Container.
- 15.8** The design and content of the Non-Collection Notices shall be developed by the Contractor, but shall be subject to the approval of the Administrator. At a minimum, the Non-Collection Notices shall contain the following information: the issuance date; the Contractor's reason for not providing Collection Service; information advising the Customer how to correct the problem; and the telephone number to call if the Customer has any questions for the Contractor.
- 15.9** The Contractor shall use all commercially reasonable measures to collect a Customer's Solid Waste, even if some inappropriate material is comingled with it. For example, if a Residential Customer places Bulk Waste or Yard Waste at the Curbside, but also places a Plastic Bag filled with Garbage on top of the Bulk Waste or Yard Waste, the Contractor shall set aside the Plastic Bag and collect the other materials. However, if a Customer has comingled Garbage with Yard Waste or Bulk Waste to such an extent that it is not practicable to remove the Garbage from the other materials, the Contractor shall place a Non-Collection Notice on the Customer's Bulk Waste or doorknob and promptly notify the Administrator concerning

the location and estimated quantity of the combined materials. If the Contractor fails to leave a non-Collection Notice and notify the Administrator, the Contractor may be required to collect the pile of combined materials pursuant to Section 15.2, above.

- 15.10** The Contractor shall collect Yard Waste and Construction and Demolition Waste that is placed in a Residential Curbside Customer's Garbage Cart and Set Out at Curbside, unless (a) the weight of the material in the Garbage Cart exceeds the Cart's rated capacity (measured in pounds), as shown on the lid of the cart or (b) the size and shape of the material in the Garbage Cart precludes the Contractor from safely emptying the cart. In the event (a) or (b) occurs, the Contractor shall place a Non-Collection Notice on the Customer's Garbage Cart or doorknob.

## **SECTION 16: PROCEDURES FOR MISSED COLLECTIONS**

Whenever the Administrator or a Customer notifies the Contractor about a Missed Collection, the Contractor shall promptly return to the Customer's Premises and collect all the Residential Waste or Source Separated Recyclable Material (as the case may be) that has been Set Out for Collection. The Contractor shall collect such materials before the end of that Operating Day if the Contractor is notified before 12 p.m. (noon). If the Contractor is notified after noon, the Collection of such materials shall be completed before noon on the next Operating Day.

## **SECTION 17: PROTECTION OF PRIVATE AND PUBLIC PROPERTY**

- 17.1** The Contractor's employees shall not trespass on private property; provided, however, the Contractor's employees may walk on a Customer's property when necessary to provide Collection Service (e.g., Side Yard Service) or hang a notice (e.g., a Non-Collection Notice; notice of property damage) on the Customer's doorknob pursuant to this Agreement. At all other times, the Contractor's employees shall follow the sidewalks for pedestrians and shall not cross a Customer's property to an adjoining property, unless the occupants or owners of both properties have given permission. The Contractor's employees shall not loiter on or meddle with any property of any other Person. To the extent Customer agrees to the Contractor's standard service terms which further provide for rules and procedures of accessing Customer private property, such terms shall be contractual in nature between Contractor and Customer, and the City shall not be responsible for any claim that it caused or authorized a trespass on or taking of Customer's property.
- 17.2** The Contractor's employees shall not damage any public or private property, including but not limited to roads, driveways, sidewalks, utilities, mailboxes, trees, flowers, shrubs, grass, and Collection Containers.
- 17.3** The Contractor shall report any overhanging limbs that obstruct collection vehicle clearance to the Administrator. The Contractor also shall not damage tree trunks or roots (e.g., when Collecting Yard Waste).
- 17.4** The Contractor shall promptly restore the soil and grade at any location where the Contractor's Collection of Yard Waste or other material creates a depression that is six (6) inches or more below the surrounding grade (e.g., when collecting Yard Waste with a clamshell bucket). The Contractor shall fill such depressions and restore the grade to match the surrounding area. The Contractor also shall replace any sod that was removed or killed by the Contractor's actions.
- 17.5** The Contractor shall instruct its employees concerning the proper procedures to be followed when

there is an accident involving damages to public or private property. At a minimum, the Contractor's employee shall immediately notify the Field Supervisor and the property owner when the employee causes such damage. If the property owner is not known or readily identifiable, the driver shall leave a notice that includes the Contractor's name and telephone number.

- 17.6** The Contractor shall be responsible for all costs and liabilities associated with the repair, restoration, or replacement of any property that has been damaged by the Contractor's equipment, employees, or agents, to the extent that such damage was caused by or results from the actions of the Contractor, its employees or agents. The Contractor shall promptly investigate and respond to any claim concerning property damage. If the Administrator or a Customer notifies the Contractor before 12 p.m. (noon) on an Operating Day concerning any such claim, the Contractor shall investigate and respond to the Administrator and Customer before the end of that day. If the Administrator or a Customer notifies the Contractor after noon, the Contractor shall investigate and respond to the Administrator and Customer before noon on the next Operating Day. The Contractor shall repair any damage within three (3) Operating Days after the Contractor receives notice that the damage occurred, unless the Contractor requests and the Administrator grants an extension of time. If the Contractor uses continuous and diligent efforts to meet the deadlines contained in this Section 17.6 but nonetheless is unable to comply, the Administrator shall grant reasonable extensions of time for the completion of the work required herein. In all cases, the public or private property shall be restored to a condition that is at least equal to the condition that existed before the damage occurred. Any disputes concerning the Contractor's obligations for the repair of property damages shall be resolved by the Administrator. If the Contractor fails to complete the repair or restoration work in compliance with the timetables and requirements specified herein, the City may seek a court order compelling the Contractor to perform the work.
- 17.7** In any case involving property damage, the Contractor may submit photographs and other relevant information to the City to demonstrate that the Contractor did not cause the damage. The Administrator shall fairly consider all such information before the Administrator decides whether the Contractor must undertake any repairs or other work pursuant to this Section 17.
- 17.8** The Contractor shall not be liable for damages to the City's public streets caused by the weight of the Contractor's trucks and equipment, except to the extent of the Contractor's negligence, wrongful action, or breach of this Agreement. The Contractor shall not be liable for damages to a Customer's driveway, access way, or pad for a Mechanical Container, if the Customer uses a Mechanical Container and the damages are caused solely by the weight of the Contractor's trucks, Mechanical Container, or equipment, except to the extent of the Contractor's negligence, wrongful action, or breach of this Agreement. Notwithstanding the foregoing, Contractor is required to utilize trucks and equipment which are designed to contain liquids and oil, and to operate and maintain them in such a way that liquids and oils are not discharged from either the mechanical or hydraulic elements of the trucks or equipment, or from the Solid Waste or Bulk Waste collected from Customers. If the Administrator determines, after proper investigation of one or more discharges, that Contractor is responsible for the discharges and that the discharges have caused either permanent staining or chemical damages to a street in the Service Area, Contractor must take the remedial actions set forth in Section 20 below.

## **SECTION 18: CONTRACTOR'S ACCESS TO STREETS AND COLLECTION CONTAINERS**

- 18.1** Except as otherwise provided herein, the Contractor shall have the right to use all the public roadways in the City.

- 18.2** The Contractor shall use suitable vehicles and equipment (e.g., smaller trucks), as necessary, to provide Collection Service on narrow and dead-end streets, unpaved streets, private roads, and other areas where access is limited.
- 18.3** The Contractor's vehicles shall not enter or drive upon any private driveway or Improved Property, to turn around or for any other purpose, unless the Contractor has received the owner's prior written permission to do so.
- 18.4** The Contractor's vehicles shall not unreasonably interfere with vehicular or pedestrian traffic. The Contractor's vehicles shall not be left unattended on streets or alleys.
- 18.5** The City reserves its right to deny the Contractor's vehicles access to certain streets, alleys, bridges, and roadways when the City is repairing such areas, or the City otherwise determines it is in the public's best interest to restrict access. The City shall provide the Contractor with reasonable notice of such restrictions so that the City's action does not unduly interfere with the Contractor's normal operations.
- 18.6** If the Contractor cannot provide Collection Service to a Customer because a public or private street is temporarily closed to vehicular traffic, the Contractor shall return no later than the next Operating Day to provide service to the Customer. If the street is still closed at that time, the Contractor shall provide Collection Service to the Customer on the next Scheduled Collection Day.
- 18.7** If access to a street, alley, bridge, or public or private roadway becomes impassable or if access is denied for any reason, the Contractor shall work with the Customer to determine a mutually acceptable location for the Collection of the Customer's waste. If a mutual agreement cannot be reached, the Contractor shall provide Collection Service from the nearest public roadway that is accessible by the Contractor's Collection vehicle or from a location specified by the Administrator.
- 18.8** If the Contractor encounters a Customer or situation (e.g., dogs; narrow streets; low-hanging electrical wires) that prevents the Contractor from gaining the access needed to provide the Collection Service required in this Agreement, and the Contractor is unable to resolve the issue with the Customer, then the Contractor shall report the problem to the Administrator and the Administrator shall resolve the problem. The Administrator may require the Contractor and the Customer to take such actions as the Administrator deems necessary and appropriate to enable the Contractor to provide Collection Service to the Customer.

## **SECTION 19: THE CITY'S DESIGNATED FACILITIES**

- 19.1** The Contractor shall deliver all the Residential Waste, Commercial Waste, Source Separated Recyclable Materials, and Construction and Demolition Waste collected pursuant to this Agreement to Designated Facilities.
- 19.2** The Designated Facility for Garbage and Rubbish is Pinellas County Solid Waste Disposal Complex at 3095 114th Ave N, St. Petersburg, FL 33716.
- 19.3** The Designated Facility for Bulk Waste and Yard Waste is Pinellas County Solid Waste Disposal Complex at 3095 114th Ave N, St. Petersburg, FL 33716.
- 19.4** The Designated Facility for Source Separated Recyclable Materials is Waste Pro Sarasota, 7921 15th St E, Sarasota, FL 34243.
- 19.5** The Designated Facility for Bulk Waste is Pinellas County Solid Waste Disposal Complex at 3095

114th Ave N, St. Petersburg, FL 33716.

- 19.6** The City shall have the right to select one or more new facilities to replace one or more of the Designated Facilities identified in this Section 19 so long as the new facility is located within a twenty (20) mile radius of City Hall. If the City selects a new facility, the Contractor shall be paid in accordance with Section 38.10, below.
- 19.7** The Contractor shall not deliver any Solid Waste or Source Separated Recyclable Material collected pursuant to this Agreement to any other facilities unless the Contractor receives the Administrator's prior written approval expressly authorizing such alternative delivery location.

## **SECTION 20: SPILLAGE AND LITTER BY CONTRACTOR**

- 20.1** The Contractor shall not cause or allow any Solid Waste, liquid, or other material to be spilled, released, or otherwise dispersed in the City as a result of the Contractor's activities.
- 20.2** The Contractor shall immediately pick up any spillage or litter from Collection Containers that is caused by the Contractor.
- 20.3** When hauling or transporting any material over public roads in the City, the Contractor shall use a covered or enclosed vehicle or other device to prevent the material from falling, blowing, or escaping from the vehicle. If Solid Waste or any other material escapes from or is scattered by the Contractor's vehicle for any reason, the Contractor shall immediately stop and pick up such material.
- 20.4** The Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law (Florida Statutes § 403.413) or the Ordinances. If litter is released or falls from Contractor's vehicle for any reason, the Contractor shall immediately stop the vehicle and retrieve the litter.
- 20.5** The Contractor shall immediately clean up any oil, hydraulic fluid, or other liquid that leaks or spills from Contractor's vehicles. The Contractor also shall repair any damage associated with such leaks or spills. The Contractor shall repair, repaint, or repave the damaged area to an as good or better condition if the Administrator concludes such action is necessary to repair the damage caused by the Contractor. The requirements in Section 17.6 shall apply to the Contractor's actions under this Section 20.5.
- 20.6** If the Administrator or a Customer notifies the Contractor before 12 p.m. (noon) on an Operating Day that the Contractor has caused litter, or caused a leak or spill of Solid Waste, oil, hydraulic fluid, or other liquids or materials, the Contractor shall clean up the liquids and materials before the end of that Operating Day. If the Administrator or a Customer notifies the Contractor after noon, the Contractor shall clean up the liquid or material before noon on the next Operating Day.

## **SECTION 21: EXEMPT WASTES AND RECOVERED MATERIALS**

- 21.1** The following types of Exempt Waste are not subject to the Contractor's exclusive franchise under this Agreement. These Exempt Wastes may be collected by the owner or occupant of the Improved Property where the Exempt Waste is generated, or by their agent, and taken to any facility that is licensed to receive such materials. This Section 21 does not prohibit the Contractor from collecting Exempt Waste as a Special Collection Service, provided that the Contractor complies with all Applicable Law when collecting such material.

- (a) Land Clearing Debris.

- (b) Yard Waste generated by a Commercial Lawn Care Company or plant nursery.
- (c) Roofing materials generated, collected, and transported by a roofing company.
- (d) Recovered Materials that are generated on Commercial Property and source separated by the generator on the generator's Commercial Property.
- (e) Source Separated Recyclable Materials that are generated by a Commercial Customer and separated from the Solid Waste by the Commercial Customer.
- (f) Any Recyclable Material that a Residential Customer generates and separates from their Solid Waste for Recycling, if that type of Recyclable Material is not recycled at the Designated Facility.
- (g) Excavated fill and earthen material.
- (h) Solid Waste and by-products generated from an industrial process.
- (i) Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- (j) Animal bedding, animal wastes, and other trash and materials resulting from farming, equestrian, or agricultural operations.
- (k) Wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts, including used oil, Tires, and lead-acid batteries.
- (l) Boats, boat motors, and boat trailers.
- (m) Disaster Debris.
- (n) Hazardous Material, Biomedical Waste, and Radioactive Waste.
- (o) Sludge.
- (p) Garbage and other organic waste diverted for composting or other beneficial use by a Person that has received the Administrator's prior approval pursuant to Section 2.2, above.
- (q) Source Separated Recyclable Materials delivered to a public drop-off facility, which is operated by the City or approved in advance by the Administrator.
- (r) Materials and wastes similar to those listed above, when designated by the Administrator.

**21.2** Pursuant to Florida Statutes § 403.7046(3), nothing in this Agreement requires a commercial establishment to sell or convey its source separated Recovered Materials to the City or a facility designated by the City. Nothing contained in this Agreement restricts the right of a commercial establishment to sell or convey the establishment's source separated Recovered Materials to a properly certified Recovered Materials dealer that has satisfied the requirements in Florida Statutes § 403.7046.

## **SECTION 22: THE CONTRACTOR'S SAFETY PROGRAM**

- 22.1** The Contractor shall develop, implement and maintain a written safety plan for all of its operations under this Agreement. The safety plan shall comply with the requirements in OSHA, Applicable Laws, and industry best practices. A written copy and an electronic copy of the safety plan shall be provided to the Administrator upon request for informational purposes. The City's receipt of the safety plan shall not constitute the City's approval of the plan or the City's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.
- 22.2** The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.
- 22.3** The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA and all Applicable Laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the Contractor's training programs, and documentation of the successful training of each employee, shall be maintained on file and shall be provided to the Administrator upon request.
- 22.4** The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.
- 22.5** The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner. The drivers of the Contractor's Collection vehicles shall be instructed that they shall not "text" or talk on their cellular telephones while they are driving a Collection vehicle that is moving.
- 22.6** The Contractor's safety plan shall include a written procedure for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance as a result of the acts or omissions of the Contractor.
- 22.7** The Contractor shall update its safety plan whenever there are changes in Contractor's operations. The Contractor shall deliver an updated safety plan to the Administrator with the Contractor's annual report, pursuant to Section 34.5, below.

## **SECTION 23: THE CONTRACTOR'S COLLECTION PLAN**

- 23.1** The Contractor shall provide upon request a Collection Plan that describes in detail how the Contractor will provide Collection Service in compliance with the requirements in this Agreement. At a minimum, the Collection Plan shall identify and describe the vehicles, equipment, personnel, Routes, and schedules the Contractor will use for each type of Collection Service. The Collection Plan shall include a legible map for each Route. The map must identify: (a) the Operating Days when service will be provided on each Route; (b) the starting and ending points for each Route; and (c) the type of material that will be collected on each Route on each Scheduled Collection Day. The Collection Plan shall include the information required pursuant to Section 28.6.2, below.
- 23.2** The Collection Plan shall identify each Designated Facility that will receive the materials collected by the Contractor pursuant to this Agreement.
- 23.3** The Collection Plan shall identify the procedures that will be used by the Contractor to ensure that the City is not billed by any third party for the Collection, disposal, or Recycling of Solid Waste or other materials, including being billed for Tipping Fees.
- 23.4** If requested by the Administrator, the Collection Plan shall include the manufacturer's specification

sheets for the Collection Containers provided by the Contractor under this Agreement.

- 23.5** An updated Collection Plan shall be submitted to the Administrator whenever the Contractor changes a Route or other component of the plan.
- 23.6** At least seven (7) days before the Commencement Date, the Collection Plan shall be updated to include all of the information required pursuant to this Agreement. Thereafter, the Collection Plan shall be updated whenever the Contractor adds or permanently removes vehicles or Mechanical Containers from service in the City.
- 23.7** The Collection Plan and all revisions to the plan are subject to the Administrator's prior written approval.

## **SECTION 24: OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS**

For the purposes of this Agreement, Solid Waste and Source Separated Recyclable Materials belong to the Person generating such waste and materials, until the Solid Waste and Source Separated Recyclable Materials are Set Out by that Person (i.e., the generator) and collected by the Contractor. When the Contractor collects Solid Waste and Source Separated Recyclable Materials on behalf of the City pursuant to this Agreement, title to such waste and materials shall pass to the City when the waste and materials are collected by the Contractor. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of such waste and materials until they are delivered to and accepted by a Designated Facility. Upon acceptance, title to the waste and materials shall pass to the owner of the Designated Facility.

Notwithstanding anything else contained herein, (a) the Contractor shall not take, keep, process, alter, sell, remove, or otherwise dispose of any Solid Waste or Source Separated Recyclable Materials collected by the Contractor pursuant to this Agreement, without the prior written approval of the Administrator; (b) the generator shall at all times retain title to and liability for Hazardous Material, Biomedical Waste, and Radioactive Waste; and (c) the Contractor shall not be responsible for the actions of a Designated Facility that has accepted the City's Solid Waste and Recyclable Materials from the Contractor.

## **SECTION 25: COMPACTION OF RECYCLABLE MATERIALS**

The Contractor may compact Source Separated Recyclable Materials while they are on board the Contractor's vehicles, provided that the compaction process and the density of the Load does not adversely affect the marketability of the Source Separated Recyclable Materials. If the compaction process or density adversely affects the marketability of the Source Separated Recyclable Materials, as determined by the Administrator, the maximum allowable density may be reduced by the Administrator. There shall be no adjustment to the Rates if the Administrator exercises the City's right to reduce the maximum allowable density. In any vehicle used for the Collection of Program Materials, the compaction pressure in the compartment used to store glass shall not exceed fifty (50) pounds per square inch. This limit is intended to minimize the potential for breaking glass bottles and containers. This limit may be revised or eliminated by the Administrator if the Administrator concludes the limit is unduly restrictive (e.g., the City no longer collects glass for recycling).

## **SECTION 26: SET OUT PROCEDURES FOR CUSTOMERS**

The procedures and requirements established in this Section 26 shall be followed by the Contractor's Customers on and after the Commencement Date. However, the Contractor shall collect a Customer's Solid

Waste and Source Separated Recyclable Materials, even if the Customer fails to comply with one or more of the requirements in this Section 26, unless (a) the Administrator concurs in advance that the Contractor does not need to provide Collection Service to the Customer or (b) the Contractor places a Non-Collection Notice on the Customer's doorknob and complies with the requirements in Section 15, above. The requirements in the City's Ordinances, including Chapter 12 (Garbage and Refuse) of the City's Ordinances, shall supplement the requirements contained herein.

## **26.1 GENERAL PROCEDURES FOR ALL CUSTOMERS**

The following requirements and procedures shall apply to all Customers:

- 26.1.1 Garbage and other putrescible waste shall be placed in a Plastic Bag before it is placed in a Garbage Cart and Set Out for Collection.
  - 26.1.2 Source Separated Recyclable Materials shall be Set Out in a Recycling Container. Source Separated Recyclable Materials shall not be placed in the same Collection Container with Solid Waste.
  - 26.1.3 Source Separated Recyclable Materials shall not be Set Out in a Plastic Bag.
  - 26.1.4 A Customer shall not overfill a Collection Container; the lid on a Collection Container shall be closed securely by the Customer.
  - 26.1.5 A Customer shall not place their Solid Waste in another Person's Collection Container, unless they have received prior approval to do so.
  - 26.1.6 A Customer shall only Set Out for Collection the Solid Waste that the Customer generated. A Customer shall not Set Out for Collection any Solid Waste that was generated by another Person.
  - 26.1.7 A Customer's Solid Waste shall be Set Out for Collection on the Premises where the Solid Waste was generated.
  - 26.1.8 A Customer shall not Set Out Solid Waste for Collection on property that is not owned or occupied by the Customer, unless the Customer has received the prior approval of the owner or occupant of such property.
- ^The weight of the materials placed in a Garbage Can or Recycling Can by a Customer shall not exceed the can's rated capacity (measured in pounds), as shown on the body or lid of the can. Plastic Bags and biodegradable bags shall not be loaded with materials weighing more than sixty (60) pounds or the rated capacity of the bag, whichever is less.
- 26.1.9 If a Customer and the Contractor cannot agree upon an appropriate location to Set Out a Collection Container or non-containerized waste, the Administrator shall designate the point of Collection.
  - 26.1.10 When necessary to carry out the purpose and intent of this Agreement, the Administrator may authorize the placement of a Collection Container at a location that is not on the Customer's Premises.
  - 26.1.11 Each Garbage Can, Recycling Can, and Mechanical Container is subject to the Administrator's approval.

- 26.1.12 Each Customer shall use due care and diligence to avoid causing damage to a Collection Container or other equipment provided by the Contractor. The Contractor's Collection Containers and equipment shall not be altered by a Customer and shall only be used for their intended purpose.
- 26.1.13 Each Customer shall provide unobstructed access to their Garbage Cans, Recycling Cans and Collection Containers on the Customer's Scheduled Collection Days.

## **26.2 SPECIFIC PROCEDURES FOR RESIDENTIAL CURBSIDE CUSTOMERS**

The following requirements and procedures shall apply to Residential Customers that receive Collection Service at Curbside.

- 26.2.1 Each Residential Curbside Customer shall Set Out their Garbage and Rubbish in one or more Garbage Cans, which shall be placed at Curbside. Such Customers shall not Set Out Garbage in Plastic Bags, or paper bags.
- 26.2.2 Residential Curbside Customers shall place their Yard Waste at Curbside for Collection. Leaves, twigs, and other small pieces of Yard Waste should be placed in Garbage Cans, biodegradable bags or Plastic Bags. Larger pieces of Yard Waste shall be stacked neatly in a pile at Curbside. A Residential Curbside Customer may, but is not required to, tie larger pieces of Yard Waste in a bundle. Such Customers also may Set Out their natural Christmas trees at Curbside for collection with the Customer's Yard Waste. There is no limit on the quantity of Yard Waste that may be Set Out at Curbside by a Residential Curbside Customer. However, a Customer shall not Set Out Land Clearing Debris or pieces of Yard Waste that are too heavy or too large to collect with a clamshell truck.
- 26.2.3 Residential Curbside Customers shall Set Out their Source Separated Recyclable Materials at Curbside in a Recycling Cart.
- 26.2.4 Each Residential Curbside Customer shall place their Garbage, Rubbish, Yard Waste, Bulk Waste and Source Separated Recyclable Materials at the Curbside before 7:00 a.m. on the Scheduled Collection Day for such materials.
- 26.2.5 Any carpet will be scheduled for Bulk Waste pickup and shall be rolled and tied or otherwise bound.
- 26.2.6 [Reserved].
- 26.2.7 A Residential Curbside Customer shall not Set Out any Bulk Waste or Construction and Demolition Waste that was generated by a builder, building contractor, or privately employed handyman service while such Person was working for the Customer on the Customer's Residential Property, unless the quantity of such waste is less than two (2) cubic yards. All such material in excess of two (2) cubic yards shall be removed from the Customer's property by the Person that generated the waste materials. If the Customer's contractor generates more than two (2) cubic yards of Construction and Demolition Waste, the Customer must use a Mechanical Container for the storage and Collection of such waste. A Residential Curbside Customer also shall not Set Out such materials if they were generated on any other property, even if the other property is owned by the Residential Curbside

Customer. A Residential Curbside Customer may Set Out Construction and Demolition Waste pursuant to Section 7.4.2. only if the Customer generated the Construction and Demolition Waste while working on a “do-it-yourself” project.

- 26.2.8 Residential Curbside Customers shall not place, mix, or commingle Garbage with Curbside piles of Bulk Waste or Yard Waste.

### **26.3 SPECIFIC PROCEDURES FOR RESIDENTIAL MECHANICAL CONTAINER CUSTOMERS**

The following requirements and procedures shall apply to Residential Customers that receive Collection Service with Mechanical Containers.

- 26.3.1 Each Residential Customer that uses Mechanical Containers shall comply with the following Set Out procedures: (a) Garbage and Rubbish shall be placed in a Mechanical Container located on the Customer's Premises; and (b) Source Separated Recyclable Materials shall be placed in a Recycling Container located on the Customer's Premises.
- 26.3.2 The Contractor and the Customer shall select mutually acceptable locations for the placement of the Mechanical Container(s) and Recycling Container(s) that will be used by the Customer. These locations are subject to the Administrator's approval.
- 26.3.3 Each Customer shall Set Out their Bulk Waste at a location designated for such material, near the Customer’s Mechanical Container. A Customer shall not Set Out their Bulk Waste more than one day before the Scheduled Collection Day for the Collection of the Customer’s Bulk Waste. A Customer shall not place their Bulk Waste in a location that blocks the Contractor’s access to a Mechanical Container.

## **SECTION 27: COLLECTION CONTAINERS**

### **27.1 PURCHASE AND OWNERSHIP OF CONTAINERS**

- 27.1.1 General Requirements for Garbage Cans and Recycling Carts –All of these Garbage Cans shall remain the property of the respective Customers. Unless the City, by amendment to this Agreement, elects to convert to an automated or semi-automated Collection Service, the Contractor has no obligation to purchase or provide Garbage Carts or Recycling Carts.
- 27.1.2 Stolen or Damaged Cans – It shall be the responsibility of the Customers to acquire, clean and maintain their Garbage Can and Recycling Can. Cans which are stolen or damaged must be repaired or replaced by the Customers.
- 27.1.3 Mechanical Containers – The Contractor shall provide Mechanical Containers to any Customer that wishes to use them, if the Customer has a location where the containers can be placed in compliance with the requirements in this Agreement and the Ordinances. If the Contractor provides a Mechanical Container to a Customer, the Contractor may charge the applicable Rates for the Collection of Residential Waste or Commercial Waste, as applicable. The Rates include the cost of leasing and using the Contractor’s Mechanical Containers, except as otherwise provided in **Exhibits 4 and**

5. Notwithstanding the foregoing, the Contractor may negotiate and charge an appropriate fee for the use of its Compactors. The Contractor shall be responsible for the purchase or lease of all Mechanical Containers that the Contractor is required to provide to Customers and the City under this Agreement. Mechanical Containers purchased by the Contractor shall remain Contractor property until sold.

A Customer may own its Compactor and attached Roll-Off Container, or lease a Compactor and attached Roll-Off Container from a Person other than the Contractor, if the Compactor and Roll-Off Container are compatible with and can be serviced by the Contractor's equipment. In such cases, the Compactor and attached Roll-Off Container shall remain the property of the Customer. Notwithstanding the provisions of Section 33.1, below, the term of the Contractor's lease agreements for Compactors may extend beyond the term of this Agreement.

## **27.2 MAINTENANCE AND REPAIR OF CONTAINERS**

27.2.1 Garbage Cans and Recycling Cans – Each Customer shall be responsible for cleaning their Garbage Cans and Recycling Cans, if any, and keeping the cans in a sanitary condition.

27.2.2 Mechanical Containers – The Contractor shall maintain each of its Mechanical Containers in good working order at all times to ensure continuous and efficient Collection Services. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts for its Mechanical Containers. The Contractor shall maintain and repair each Mechanical Container as needed to ensure that the container is free from holes, broken hinges, broken doors or door fasteners, broken wheels, broken lids, or other defects. Mechanical Containers shall be kept painted (with the exception of containers made of plastic, aluminum, stainless steel, or other materials that do not readily accept paint), and shall be kept free from graffiti, at all times so the containers do not become a detriment to the community. Mechanical Containers shall be washed by the Contractor on a regular basis, as necessary, to minimize the potential for odors and nuisance conditions. The Contractor shall promptly replace, repair, paint, clean, wash, and otherwise maintain a Mechanical Container when requested to do so by the Administrator, pursuant to Section 28.9.2, below.

Each Customer shall be responsible for cleaning, maintaining, and repairing any Mechanical Container that the Customer owns, as well as any Mechanical Container the Customer leases from a Person other than the Contractor.

If a Mechanical Container is damaged or otherwise in need of repair, the Contractor shall provide a front-load Mechanical Container within twenty-four (24) hours after receiving a request for such service from a Customer. In the alternative, the Contractor may provide a Roll-Off Container, if the use of such container is approved by the Administrator. In all cases, the Contractor shall promptly provide assistance to ensure uninterrupted service to the Customer.

## **27.3 STORAGE, DISTRIBUTION AND REPLACEMENT OF CONTAINERS**

27.3.1 Garbage Cans and Recycling Cans – Each Customer shall be responsible for storing their Garbage Cans and Recycling Cans, if any.

27.3.2 Mechanical Containers – The Contractor shall be responsible for the storage,

distribution, and replacement of its Mechanical Containers. The Contractor shall provide a Mechanical Container within two (2) Operating Days after receiving a request for a Mechanical Container from the Administrator or a Customer.

- 27.33 Collection Containers Damaged by Contractor – The Contractor shall repair or replace a Customer’s Collection Container within two (2) Operating Days after being notified by the Administrator or Customer that the Customer’s Collection Container was damaged by the Contractor. Any replacement shall be similar in style, material, quality, and capacity to the Customer’s original container.

#### **27.4 EXCHANGE OF CONTAINERS**

Subject to the conditions herein, the Contractor shall exchange a Mechanical Container when requested by the City or a Customer, if the Contractor has the requested size in stock. The Contractor shall deliver the requested container within five (5) Operating Days after receiving the request. There shall be no charge for exchanging a Mechanical Container.

#### **27.5 TECHNICAL SPECIFICATIONS FOR COLLECTION CONTAINERS**

- 27.5.1 Mechanical Containers – Mechanical Containers supplied by the Contractor shall be in good condition and shall be subject to the approval of the Administrator. Mechanical Containers shall have attached lids, unless the Administrator approves a different design for a particular use, or they are open top Roll-Off Containers used for the Collection of Construction and Demolition Waste. Mechanical Containers shall have solid, durable sides and bottoms. Each Mechanical Container (except open top Roll-off Containers) shall have a heavy-duty removable plug in the bottom. The Contractor shall provide and install casters and locking devices for a Mechanical Container, upon the request of the Administrator or a Customer. Mechanical Containers used for Recycling shall be painted a different color than Mechanical Containers used to collect Garbage and Rubbish. In the alternative, Mechanical Containers used for Recycling shall have distinctive labeling or other features to readily identify their use for Recycling. The colors and labeling for such Mechanical Containers shall be subject to the approval of the Administrator.

### **SECTION 28: CONTRACTOR’S VEHICLES AND COLLECTION EQUIPMENT**

#### **28.1 GENERAL REQUIREMENTS FOR CONTRACTOR’S VEHICLES AND COLLECTION EQUIPMENT**

- 28.1.1 In general, the Contractor shall use clean, safe, well-maintained, and relatively new trucks whenever providing Collection Service pursuant to this Agreement. Contractor shall strive to use clean energy trucks to collect Solid Waste and Source Separated Recyclable Materials pursuant to this Agreement. The Contractor shall purchase or lease, and maintain and repair, all of the vehicles and equipment necessary to provide Collection Service in compliance with the approved Collection schedules, and otherwise promptly and efficiently comply with the requirements in this Agreement. The Contractor’s vehicles and equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized. Smaller vehicles or specialty equipment shall be used in areas where narrow streets, low hanging limbs or electrical wires, or other obstructions preclude the use of the

Contractor's normal vehicles and equipment.

- 28.1.2 Contractor's Collection vehicles and equipment shall be a standard product of a reputable manufacturer so that continuing service, and the supply and delivery of spare parts, may be ensured. Replacement parts do not need to be a product of the same manufacturer as the original parts.
- 28.1.3 All of Contractor's Collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.
- 28.1.4 Each Collection vehicle shall fully enclose the Contractor's Load. A Collection vehicle shall have a fully enclosed metal top, a tarpaulin, or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The top, tarpaulin, or cover shall be kept in good working condition and shall be free from tears and holes. The Contractor shall use the cover and shall fully enclose the Contractor's Load at all times when the vehicle's speed exceeds twenty (20) miles per hour and at other times when necessary to prevent the Contractor's Load from blowing out of the vehicle.
- 28.1.5 All Collection vehicles shall be painted a uniform color. All Collection vehicles shall have painted sides.
- 28.1.6 Advertising shall not be allowed on the Contractor's vehicles, Collection Containers, or equipment used to provide Collection Service in the City.

## **28.2 DEDICATED FLEET FOR CITY**

The Contractor is not obligated to maintain a dedicated fleet of vehicles for the City's benefit. However, while vehicles used to provide Collection Services under this Agreement may be used to collect Solid Waste or Recyclable Materials outside of the Service Area, no trucks may be used to provide Collection Services in the City which bear the name or logo of a different governmental entity unless Contractor receives the Administrator's prior written approval.

## **28.3 AGE OF CONTRACTOR'S COLLECTION VEHICLES**

On the Commencement Date, all of the Collection vehicles used by the Contractor under this Agreement shall be no more than seven (7) years old. During the initial term of this Agreement and any renewal term, no Collection vehicles used by the Contractor under this Agreement shall be more than seven (7) years old, unless it is used only as a reserve vehicle. Reserve vehicles shall not be more than nine (9) years old. If a Collection vehicle is replaced during the initial term or any renewal term of this Agreement, the replacement vehicle shall be no more than seven (7) years old. The age of a vehicle shall be determined by using the model year and in-service date of the vehicle.

## **28.4 ANCILLARY EQUIPMENT IN CONTRACTOR'S VEHICLES**

- 28.4.1 All vehicles used to provide Collection Services under this Agreement shall be equipped at all times with: (a) all safety equipment required by Applicable Laws; (b) a functional fire extinguisher; (c) a shovel and broom; (d) a spill response kit; (e) a functional and audible back-up warning device; and (f) functional back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Contractor's Collection vehicles.

- 28.4.2 All vehicles used to provide Collection Services under this Agreement shall be equipped with a two-way radio, cellular telephone, or other equipment appropriate for communications between the vehicle operator, the Field Supervisor, and the District Manager.
- 28.4.3 All of the Contractor's Collection vehicles shall be equipped with Global Positioning Systems (“GPS”) that identify and record the locations of the vehicles when they are being used to provide Collection Services under this Agreement. The locations shall be recorded at least once every five (5) seconds. The Contractor shall provide its GPS logs and records to the Administrator, upon request, in compliance with the requirements in Section 34.2.9, below.

## **28.5 RESERVE VEHICLES AND EQUIPMENT**

- 28.5.1 The Contractor shall have sufficient reserve vehicles and equipment available to complete daily Routes according to the schedules established pursuant to this Agreement. The use of reserve vehicles and equipment shall include, but not be limited to occasions when front-line vehicles and equipment are out of service, or when delays will prevent front-line vehicles and equipment from completing their Route(s) within the established hours of Collection.
- 28.5.2 The reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay experienced by a front-line vehicle. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.

## **28.6 MAINTENANCE AND CLEANING**

- 28.6.1 The Contractor shall keep all Collection vehicles, Mechanical Containers, and equipment cleaned and painted to present a pleasing appearance at all times. All Collection vehicles and used primarily for the Collection of Garbage shall be emptied, washed (if needed), and sanitized with a suitable disinfectant and deodorant at least once each week, unless the Administrator approves an alternate cleaning procedure or schedule. Other Collection vehicles and Mechanical Containers shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.
- 28.6.2 The Contractor’s Collection Plan must include a schedule for cleaning, painting and maintaining each Collection vehicle and Mechanical Container. At a minimum, the Contractor shall maintain each Collection vehicle and Mechanical Container in compliance with the manufacturer’s recommendations.
- 28.6.3 The Contractor shall monitor, maintain and repair its Collection vehicles and equipment to prevent fuel, lubricants, and other liquids from leaking or spilling. Oil and hydraulic systems, and waterproof seals and enclosures, on the Contractor's vehicles and equipment shall be kept in good repair at all times to prevent leaks and spills.
- 28.6.4 Upon the request of a Customer or the Administrator, the Contractor shall provide a new or reconditioned Mechanical Container to replace a Mechanical Container used by the Customer or the City. However, the Contractor is not required to provide a new Mechanical Container to a Customer more than one time at any specific location

during any term of this Agreement, unless the Administrator instructs the Contractor to do so.

## **28.7 IDENTIFICATION OF CONTRACTOR'S VEHICLES AND EQUIPMENT**

28.7.1 The Contractor's name and website shall be displayed at all times, in letters at least four (4) inches high, on the driver's side and the passenger's side of each of the Contractor's vehicles used to provide Collection Service. Truck identification numbers shall be displayed at all times, in letters at least four (4) inches high, on all four (4) sides of all vehicles used to provide Collection Services.

28.7.2 The Contractor shall label each one of its Mechanical Containers with the Contractor's name and website, and the identification number for the Mechanical Container. The labels shall be comprised of letters and numbers that are at least four (4) inches high. The labels shall be placed on at one (1) sides of each Mechanical Container. The label must be readily visible when the Mechanical Container is placed at a Customer's site. The labels must be painted or permanently affixed to the Mechanical Container and legible at all times.

## **28.8 COMPLIANCE WITH THE LAW APPLICABLE TO VEHICLES**

28.8.1 At all times, the Contractor and its employees shall operate and maintain all Collection vehicles and equipment in compliance with all Applicable Laws.

28.8.2 At all times, the Contractor shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes on all vehicles and equipment, as required under Applicable Laws.

28.8.3 All vehicles and equipment shall be operated in compliance with the Florida Uniform Traffic Control Law (Florida Statutes Chapter 316) and the City's Code of Ordinances.

## **28.9 CITY'S RIGHT TO INSPECT CONTRACTOR'S VEHICLES AND EQUIPMENT**

28.9.1 The Administrator may inspect the Contractor's vehicles, equipment, licenses, and registrations at any reasonable time, without providing advance notice of the inspections. The City has the right, but not the obligation, to inspect each Collection vehicle each day, prior to its use in the City. Notwithstanding the foregoing, any such inspection by the Administrator shall not be taken as verification of the City that the vehicle or equipment is safe and free of mechanical defects and Contractor shall at all times bear the duty to ensure its vehicles and equipment are safe and operable.

28.9.2 The Administrator shall have the authority to require the Contractor to immediately remove from service any Collection vehicle, Collection Container, or equipment that is leaking or spilling fluids, Solid Waste, or other materials. The Administrator also may require the Contractor to immediately clean, wash, paint, repair, or otherwise maintain any Collection vehicle, Collection Container, or other equipment. If the Administrator requests such action, the Contractor shall comply with the Administrator's request within one (1) Operating Day or the Contractor shall take the vehicle, container, or equipment out of service until the requested work can be completed. Further, the Administrator may require the Contractor to pressure spray

and promptly clean any location where one of the Contractor's vehicles or Collection Containers has leaked fluids or spilled Solid Waste and thereby stained soils or pavement, or created an odorous or nuisance condition.

#### **28.10 LOCAL STORAGE AND REPAIR OF CONTRACTOR'S VEHICLES**

The Contractor shall provide a storage yard, garage, and maintenance facility that enables all-weather, year-round maintenance operations for the vehicles and equipment used pursuant to this Agreement. On the Commencement Date and all times thereafter, the Contractor's storage yard, garage, and maintenance facility must be located within a fifty (50) mile radius of City Hall. The Contractor shall not use City property to store, wash, repair, or maintain any vehicles or equipment.

#### **28.11 SPILL CLEAN-UP MATERIALS**

Before the Commencement Date, the Contractor shall secure and thereafter maintain a secure storage location for the storage of absorbent materials used to contain and clean-up spills of fuel, hydraulic fluid, leachate, or other liquids from the Contractor's vehicles. Before the Commencement Date and at all times thereafter, the Contractor shall store and at all times maintain a sufficient quantity of absorbent material at this location to ensure the prompt and effective clean-up of any spill involving up to fifty (50) gallons of fuel, hydraulic fluid, leachate, or other liquids released from Contractor's vehicles.

### **SECTION 29: CONTRACTOR'S PERSONNEL**

#### **29.1 GENERAL REQUIREMENTS**

The Contractor shall use competent, qualified, sober personnel to provide the services required by this Agreement. The Contractor shall devote sufficient personnel, time, and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the City.

#### **29.2 DISTRICT MANAGER**

The Contractor shall appoint an employee to serve as the District Manager. The District Manager shall be the Contractor's primary point of contact with the City for all technical and administrative matters pertaining to this Agreement. The District Manager and the Field Supervisor(s) must have at least five (5) years of prior managerial experience providing residential and commercial services in a community that is comparable in size to the City. The District Manager must have the authority to make significant decisions concerning the day-to-day operation of Contractor's programs under this Agreement. The District Manager must have direct access to the Contractor's management for resolving problems beyond the District Manager's authority. At all times during the term of this Agreement, the District Manager must be immediately accessible to the Administrator by telephone and electronic mail. The District Manager shall be responsible for overseeing and implementing the Contractor's performance under this Agreement.

#### **29.3 FIELD SUPERVISOR**

The Contractor shall designate one or more Field Supervisors, who shall directly oversee the Collection Services provided under this Agreement. The Field Supervisor(s) must have the experience described in Section 29.2, above. The Field Supervisor(s) shall have immediate access to an automobile or truck between 6:00 a.m. and 6:00 p.m., every Operating Day, so the Field Supervisor can respond to problems and other events affecting the Contractor's performance under this Agreement. At all times during the term of this Agreement, the Administrator shall have

immediate access to the Field Supervisor(s) by telephone and electronic mail.

#### **29.4 EMPLOYEE CONDUCT**

The Contractor's personnel shall maintain a courteous and respectful attitude toward the public at all times. The Contractor shall instruct its employees to avoid loud or profane language during the performance of their duties under this Agreement. Contractor's employees shall not cause any disturbance, interference, or delay to any work or service rendered to the City or by the City. Contractor's employees shall not conduct themselves in an illegal, negligent, disorderly or dishonest manner. Notwithstanding the foregoing, this provision shall not constitute an indication that the City undertakes the duty of ensuring Contractor's employees refrain from illegal or negligent conduct. Rather, the Contractor shall remain solely responsible for the conduct of its employees to the extent provided for by Florida agency law.

#### **29.5 EMPLOYEE IDENTIFICATION**

The Contractor shall furnish each employee with an appropriate means of identifying him or her as an employee of the Contractor (e.g., a uniform with a name tag and company logo). The Contractor's employees shall wear the identification at all times while on duty. The Administrator has the right to approve the identifiers or identification furnished by the Contractor.

#### **29.6 ATTIRE FOR EMPLOYEES**

Contractor's employees shall wear proper attire at all times when working for the City under this Agreement. Proper attire shall consist of appropriate pants or shorts, a shirt with the Contractor's name or logo, and boots or similar footwear.

#### **29.7 REMOVAL OF EMPLOYEES**

The Administrator reserves the right to request that Contractor not assign an employee to perform further Collection Services work under this Agreement where the employee has engaged in threatening, unsafe or unprofessional conduct toward any Customer or other Person. Notwithstanding the foregoing, the Contractor shall not be required to take any action with regard to the Contractor's personnel that would violate any Applicable Law. Notwithstanding anything to the contrary in Section 52, below, or elsewhere in this Agreement, the Contractor shall defend, save, and hold the City harmless from and against any and all legal actions or other proceedings brought by any employees reassigned pursuant to a City request.

#### **29.8 EMPLOYEE TRAINING AND LICENSES**

29.8.1 All of the Contractor's employees shall be qualified and appropriately trained for the tasks assigned to them. The Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Laws.

29.8.2 At all times when operating vehicles or equipment pursuant to this Agreement, the Contractor's employees shall carry a valid Florida driver's license with an endorsement appropriate for the type of vehicle or equipment being operated.

29.8.3 The Administrator may request the Contractor's employees to produce their driver's license for inspection at any time when the employee is on duty.

## **29.9 COMPLIANCE WITH LABOR AND IMMIGRATION LAWS**

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1<sup>st</sup> 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

## **29.10 LEGAL STATUS OF CONTRACTOR'S EMPLOYEES**

The City shall have no obligation to pay or provide any employment benefits to the Contractor's employees. A Person employed by the Contractor shall not be entitled to any rights or privileges granted by the City to the City's employees, such as pension, workers' compensation, unemployment compensation, civil service, or other employee benefits. The Contractor shall have the sole responsibility for paying any wages and providing any employment benefits to the Contractor's employees.

## **29.11 SUBCONTRACTORS AND TEMPORARY LABOR**

To the greatest extent practicable, the Contractor shall provide all of its Collection Services within the City by using permanent employees of the Contractor. The Contractor shall minimize and, if possible, eliminate the use of temporary labor for the provision of Collection Services. No subcontractors or temporary labor shall be used to provide Collection Services without the prior approval of the Administrator, which approval shall not be unreasonably withheld.

## **29.12 DRUG-FREE WORKPLACE**

The Contractor shall promote and maintain a drug-free workplace. The Contractor shall publish a statement notifying its employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace. The statement shall specify the actions that will be taken against employees for violations of this prohibition. A copy of this statement shall be provided to each employee that will be engaged in providing services under this Agreement.

## **SECTION 30: CONTRACTOR'S LOCAL OFFICE**

- 30.1** On and after the Commencement Date, the Contractor shall maintain a local customer service and dispatch office within a fifty (50) mile radius of City Hall, which is located at 444 Causeway Boulevard Belleair Beach, FL 33786. The Contractor's office shall be open for business at least from 8:00 a.m. to 5:00 p.m., Monday through Friday. However, the Contractor's office does not need to be open on Holidays.
- 30.2** The Contractor's office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and Legitimate Complaints raised by the City or Customers. A responsible, experienced person shall be present and in charge of the office during all business hours. The Contractor's office staff shall be familiar with the City and the Contractor's obligations under this Agreement. The Contractor shall have extra staff working in the Contractor's office each Operating Day after the Commencement Date and as long thereafter as necessary to ensure Contractor's compliance with the requirements in this Section 30, as well as Sections 31.1.4, and 31.1.5.
- 30.3** The Contractor shall have a toll-free telephone number for calls from Customers in the City. The Contractor also shall have a separate telephone number for receiving complaints from Customers. The Contractor's telephone numbers shall be listed on the Contractor's webpage, the Contractor's invoices to customers, and the notices provided pursuant to Sections 35.1, 35.2, 35.3, 35.4, and 35.5, below. The Contractor's telephone system shall have the capacity to receive multiple telephone calls simultaneously. All calls concerning complaints shall be answered by a Person located in the Contractor's local office or in a "call center" located in the State of Florida. The Contractor shall use a message recording system or answering service to receive and record messages when the office is closed, or the Contractor is receiving more calls than its staff can answer. The message recording system or service shall give Customers the telephone number that the Customers may use to report an emergency.
- 30.4** The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The Contractor's process shall ensure that a Customer receives an immediate response after reporting an emergency. Such process shall be subject to the Administrator's approval. For the purposes of this Section 30.4, an emergency shall mean an accident, event, or condition that requires immediate action because it has caused an injury or poses an immediate threat of injury to human health, the public welfare, or the environment. An emergency does not include a routine Missed Collection.
- 30.5** All of the people answering the telephones for the Contractor must be fluent in English or Spanish. At all times, the Contractor must have a sufficient number of English-speaking employees and a sufficient number of Spanish-speaking employees in its local office to respond promptly to all telephone calls from Customers, regardless of whether the Customer speaks English or Spanish.
- 30.6** The Contractor's office shall be equipped with a two-way communication system that can be used to promptly contact the Administrator, the Contractor's District Manager, the Contractor's Field

Supervisor, and all the Contractor's Collection vehicles.

## **SECTION 31: CUSTOMER RELATIONS**

### **31.1 HANDLING CUSTOMER COMPLAINTS AND REQUESTS**

31.1.1 The Contractor shall be responsible for receiving all complaints and requests from Customers. If the Contractor receives a complaint or a request from a Customer, the Contractor shall enter the complaint or request into the Contractor's electronic tracking system pursuant to Sections 31.1.4 or 31.1.5, as applicable, and then the Contractor shall promptly initiate its response.

31.1.2 The District Manager or their designee shall determine initially whether a Customer's complaint is a Legitimate Complaint. If there is a dispute with the Customer or uncertainty, the Contractor shall notify the Administrator and the Administrator shall make the final determination as to whether a Customer's complaint is a Legitimate Complaint. Legitimate Complaints include but are not limited to:

- Missed Collections;
- Failure to respond to Missed Collections in compliance with the requirements of this Agreement;
- Mishandling of Solid Waste, Source Separated Recyclable Materials, or Collection Containers;
- Failure to maintain vehicles, Collection Containers, or equipment in compliance with this Agreement;
- Damage to public or private property;
- Failure to pick up litter;
- Unlawful conduct;
- Failure to obey traffic regulations; and
- Discourteous treatment of Customers.

31.1.3 The Contractor shall take whatever steps are necessary to promptly remedy the cause of a Legitimate Complaint. If the Contractor is informed about a Legitimate Complaint before 12 p.m. (noon) on an Operating Day, the Contractor must remedy the complaint before the end of that day. If the Contractor is notified about a Legitimate Complaint after noon on an Operating Day, or at any time on a Sunday or Holiday, the Contractor must remedy the complaint before noon on the next Operating Day. The Contractor may request, and the Administrator shall grant additional time to remedy a Legitimate Complaint when the Contractor uses its best efforts to correct the problem, but is unable to do so within the time provided herein.

31.1.4 The Contractor must establish a real-time, web-based system for receiving and tracking all complaints. The Contractor's web page must provide the Contractor's toll-free telephone numbers for reporting complaints. The Contractor's web page also must provide a link or other means for the public and the Administrator to submit complaints to the Contractor by electronic mail (e-mail). The Contractor shall enter each complaint into the Contractor's electronic tracking system within one hour after the Contractor receives the complaint; however, if complaints are received when the Contractor's local office is closed, the complaint shall be entered into the electronic tracking system within two (2) hours after the office reopens on the next Operating Day. The Contractor shall configure the system in a manner that allows the

Administrator to: (a) access the system and monitor the complaints from the City's computers; (b) identify the locations of the Customer complaints in real time on a street map; and (c) compare current and historical complaints, by type of complaint and by location. The Contractor's system shall provide immediate notice to the Administrator when a complaint is entered into the Contractor's tracking system. However, the Administrator does not need the ability to enter or delete data in the electronic tracking system. The format of the information collected in the electronic tracking system shall be subject to the Administrator's approval. With the Administrator's approval, the electronic tracking system may be used as the Contractor's complaint log, pursuant to Section 34.2.6, below. This tracking system shall be fully operational no later than the deadline set forth in Section 5.2(k), above.

31.1.5 The Contractor shall establish a real-time web-based system for receiving and tracking a Customer's request for service. The Contractor's web-based system shall be designed to enable the Administrator and Customers to easily submit requests for service and receive prompt responses from the Contractor. The Contractor shall closely monitor such requests and shall provide initial responses no later than the next Operating Day after receiving a request from a Customer or the City. The Contractor's system shall provide immediate notice to the Administrator when a Customer submits a request to the Contractor. This tracking system shall be fully operational no later than the deadline set forth in Section 5.2(k), above.

31.1.6 With regard to the computer systems required pursuant to Sections 31.1.4 and 31.1.5, above, the Contractor is encouraged but not required to design its systems to enable Customers to view the current status of their complaints and requests on-line.

31.1.7 The Contractor shall follow the procedures set forth in this Section 31.1 whenever the Contractor receives a complaint or request for service from the City.

## **31.2 DISPUTE RESOLUTION PROCESS FOR CUSTOMERS**

31.2.1 Contractor shall promptly notify the Administrator whenever the Administrator needs to resolve a dispute between a Customer and the Contractor, including but not limited to disputes concerning the proper interpretation and implementation of this Agreement and the Ordinances. The Contractor also shall promptly notify the Administrator about any disputes with a Customer that the Contractor has not been able to resolve within two (2) Operating Days after receiving the Customer's complaint.

31.2.2 The Administrator shall evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters. The Administrator shall notify the Contractor and the Customer in writing concerning the Administrator's decision about the disputed issues.

31.2.3 The Contractor and Customer shall have three (3) Operating Days to comply with the Administrator's decision. The Administrator's decision shall be final.

## **SECTION 32: CONTRACTOR'S RELATIONSHIP WITH THE CITY**

### **32.1 AVAILABILITY OF CONTRACTOR'S REPRESENTATIVES**

The Contractor shall cooperate with the City in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The Administrator shall have

twenty-four (24) hour access to the Contractor's District Manager and Field Supervisor via telephone and electronic mail from the City. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's District Manager and Field Supervisor shall not satisfy the requirements of this paragraph. The Contractor's District Manager shall meet with the Administrator within five (5) Operating Days after receiving a request for a meeting to discuss the Contractor's performance under this Agreement or other issues of concern to the Administrator.

### **32.2 ADMINISTRATOR'S REVIEW OF CONTRACTOR'S PERFORMANCE**

The Administrator is hereby designated as the public official responsible for the day-to-day administration of this Agreement by the City. The Contractor shall diligently work with the Administrator to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement and the Administrator's review of the Contractor's work.

### **32.3 CITY'S RIGHT TO INSPECT CONTRACTOR'S OPERATIONS**

The City shall have the right to inspect the Contractor's facilities and operations at any reasonable time to determine whether the Contractor's performance complies with the requirements of this Agreement. Contractor shall make its facilities and operations available for the City's inspection and shall cooperate fully. The City is not obligated to provide advance notice of its inspections. While the City reserves this right of inspection, it does not thereby undertake any duty to do so at any given time or in any given manner, and it shall be and remain at all times Contractor's sole duty to maintain its facilities and operations in a lawful and non-negligent manner.

### **32.4 CITY'S RIGHT TO APPROVE**

Whenever this Agreement authorizes the City or one of its representatives (e.g., the Administrator) to approve a request by the Contractor, the City shall have the right to withhold its approval until the Contractor submits all of the information needed to evaluate the Contractor's request. The City shall fairly and objectively evaluate the information provided by the Contractor, as well as any other relevant facts. However, the City shall have the exclusive right to weigh the relevant facts and determine whether the approval of the Contractor's request is consistent with the requirements in this Agreement and the public interest.

### **32.5 THE CITY'S RIGHT TO REQUIRE PERFORMANCE**

The City shall have the right to take all steps necessary to ensure the Collection of Solid Waste and Program Materials in the Service Area. If the Administrator instructs the Contractor to collect Solid Waste and Program Materials pursuant to this Agreement and the Contractor fails to do so within twenty-four (24) hours after the Contractor receives the Administrator's request, the City may collect such material using its own resources or by using a third-party vendor and Contractor shall thereafter be responsible for the payment of all such actual costs incurred by the City in doing so.

### **34.1 SPECIFIC RECORD KEEPING REQUIREMENTS**

34.1.1 Collection Service Log – The Contractor shall maintain records and a log concerning all of the Collection Services the Contractor provides to each Customer in the Service Area, including Residential Customers and Customers receiving Collection Service for Bulk Waste. At a minimum, the records shall identify: the type of service provided to each Customer; the date(s) when service was provided; the size of, and frequency

of Collection for, the Mechanical Containers (if any) used by the Customer; and the Collection Services (e.g., Special Collection Services), if any, for which the Customer must pay additional fees. The Contractor shall maintain the same records with the same information for all of the Collection Services that the Contractor provides to the City pursuant to Section 36. The Contractor shall summarize its records in a log.

- 34.1.2 Solid Waste Disposal Log – The Contractor shall maintain records and a log concerning all of the Solid Waste it collects in the Service Area, including the materials collected for the City pursuant to Section 36. The records shall identify the amount of Solid Waste collected and the locations where the Solid Waste was taken for disposal, as documented by scale house tickets and receipts. The records shall address each Load of Solid Waste for each Collection vehicle for each Operating Day. These records shall be summarized in a log.
- 34.1.3 Recyclable Materials Log – The Contractor shall maintain records and a log concerning all of the Source Separated Recyclable Materials it collects in the Service Area pursuant to this Agreement, including the materials collected for the City pursuant to Section 36. The records shall identify the amount of Source Separated Recyclable Materials collected and the locations where the Source Separated Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Source Separated Recyclable Materials for each Collection Vehicle for each Operating Day. These records shall be summarized in a log.
- 34.1.4 Vehicle Maintenance Log – Upon request, the Contractor shall keep maintenance records and a log for each vehicle used for Collection Service. At a minimum, the log shall show: the identification number for the vehicle; the date and description of all routine maintenance activities; and the date and description of all repair activities.
- 34.1.5 Non-Collection Notice Log – The Contractor shall maintain records and a log of all occasions when the Contractor issued Non-Collection Notices. The log shall include: the date when the notice was issued; the Customer's street address; and the reason for the Non-Collection Notice.
- 34.1.6 Complaint Log – The Contractor shall maintain records and a log of all complaints. The log shall include: the date and time when the Contractor was notified by the City or Customer; the Customer's street address; a description of the complaint; whether the complaint was a Legitimate Complaint; the date and time when the complaint was resolved; and a description of how the complaint was resolved.
- 34.1.7 Property Damage Log – The Contractor shall maintain records and a log concerning all accidents and events when Contractor's employees, vehicles, or equipment caused an injury to any Person or domestic animal, or damage to any public or private property. At a minimum, the log shall include: the date and time when the event occurred; the address where the event occurred; the name of the Person that reported the event; a description of the event; the vehicle or equipment number, and/or the name of the employee involved in the event; the name and address of the Person suffering the injury or damage; a description of the injury or damage suffered; and a description of how and when the matter was resolved.
- 34.1.8 GPS Records – The Contractor shall maintain records and a log concerning the Global Positioning Systems (“GPS”) data that is obtained from the Collection vehicles used by the Contractor to provide Collection Services under this Agreement. The Contractor shall maintain the GPS logs and records for each Collection vehicle for at

least twelve (12) Operating Months after the GPS data was obtained. The records shall reflect a “ping rate” of every five (5) seconds for the GPS data. Upon the Administrator’s request, the Contractor’s records should be provided to the City in CSV or ASCII tabular format and shall contain columns for longitude/latitude coordinates, as well as time and date stamps. Other formats may be acceptable with the prior approval of the Administrator. Upon request, the GPS data shall be provided to the City within five (5) Operating Days; however, the Contractor shall use its best efforts to produce the data quicker if the data are needed to evaluate a Legitimate Complaint concerning the Contractor’s performance under the Agreement.

## **34.2 MONTHLY REPORTS**

34.2.1 Collection Service for Bulk Waste – The Contractor shall submit monthly reports to the Administrator concerning all of the Collection Service for Construction and Demolition Waste that was provided during the preceding Operating Month. The report shall include: (a) the date(s) when the Construction and Demolition Waste was collected; (b) the Customer’s name, billing address, and telephone number; (c) the street address where the Mechanical Container for the Collection of Construction of Demolition Waste was located; (d) the size of the Mechanical Container(s) used, measured in cubic yards; (e) the amount of waste that was disposed of, as documented by scale house tickets and receipts; (f) the amounts charged to the Customer for the Collection Service provided; and (g) the amount charged to the Customer for disposal service.

34.2.2 The monthly report shall include any information requested by the Administrator to enable the City to comply with Florida Statutes Chapter 403, or other Applicable Laws concerning Recycling rates, Recycling goals, Solid Waste management programs, or similar matters.

## **34.3 ACCIDENT REPORTS**

The Contractor shall notify the Administrator of any accidents involving the Contractor’s employees, vehicles, or equipment that occur while the Contractor is performing services under this Agreement and (a) result in personal injuries or damage to public or private property or (b) require notification to a regulatory agency under Applicable Laws. In all such cases, notice shall be provided via electronic mail to the Administrator within six (6) hours of the accident or incident date. Upon request, a more complete written report shall be provided to the Administrator within one (1) Operating Day of the accident or incident date. If any issues are unresolved at that time, a subsequent report shall be provided to the Administrator within two (2) Operating Days following the ultimate disposition of the case. The initial notice and subsequent written reports shall include the date and time of the event, a description of the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

## **34.4 CITY’S RIGHT TO INSPECT AND AUDIT CONTRACTOR’S RECORDS**

The Contractor shall cooperate with the Administrator and provide every reasonable opportunity for the City to ascertain whether the duties of the Contractor are being performed properly. The

Contractor shall promptly provide any information regarding the services provided by the Contractor under this Agreement, in addition to the information required explicitly by this Agreement, that the Administrator or the Contractor deem relevant under the circumstances.

The City shall have the right to inspect, copy, and audit, at the City's expense, all of the Contractor's records concerning the Contractor's services under this Agreement, except: (a) the Contractor's confidential personnel records; (b) the Contractor's confidential profit and loss statements; (c) trade secrets, as defined in Florida Statutes § 812.081(1)(c); (d) documents that are exempt from disclosure under Florida's public records laws; and (e) documents that are privileged and confidential pursuant to Florida law, including documents that contain attorney-client communications or attorney work product. The Contractor's records shall be made available for inspection in the City during normal business hours, or the records shall be submitted to the City in an electronic (digital) format, within five (5) Operating Days after the Administrator requests the records.

### **34.5 PUBLIC'S RIGHT TO INSPECT CONTRACTOR'S RECORDS**

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

- (a) Keep and maintain public records required by the City to perform the services provided hereunder.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor fails to comply with the requirements in this Section 34.8, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.595.4646), E-MAIL ([info@Cityofbelleairbeach.com](mailto:info@Cityofbelleairbeach.com)), OR MAIL (CITY OF BELLEAIR BEACH, OFFICE OF THE CITY CLERK, 444 Causeway Boulevard Belleair Beach, FL 33786.**

## **SECTION 35: PUBLIC NOTICES**

The Contractor shall provide the following notices and educational services to help inform the public about the City's Solid Waste management system. The Contractor shall work closely with the City when preparing the notices, educational materials, and promotional information required pursuant to this Section 35. The design and content of the notices, educational materials, and promotional information shall be subject to the Administrator's prior approval. An electronic (digital) copy of each draft notice shall be submitted to the Administrator for review and approval. The Contractor shall be responsible for all expenses associated with designing, printing, and delivering the notices and otherwise providing the educational services required herein. The Contractor will coordinate with the Administrator to ensure that all of the notices required herein are posted on the City's webpage, whenever feasible.

### **35.1 NOTICE FOR COMMENCEMENT OF SERVICE**

Prior to the Commencement Date, the Contractor shall design, print, and deliver a notice to each Residential Customer concerning the Contractor's Collection Services under this Agreement. Notice shall be provided to all Residential Customers at least ten (10) days before the Commencement Date. The notice shall be delivered by the U.S. Postal Service or hand delivered via door hangers. At a minimum, the notice to Residential Customers shall (a) identify each of the Scheduled Collection Days for the Customer receiving the notice, (b) summarize the applicable Set Out requirements, and (c) include other educational and promotional information provided to the Contractor by the Administrator. The notice also may provide other relevant information concerning the Contractor's services.

### **35.2 NOTICES FOR NEW CUSTOMERS**

The Contractor shall design, print, and mail or deliver appropriate informational materials for each New Customer. At a minimum, the notice shall include the same general information that is contained in the annual notice pursuant to Section 35.2, above.

### **35.3 NOTICES CONCERNING PERMANENT CHANGES IN COLLECTION SCHEDULES**

The Contractor shall design, print, and deliver a notice to each Residential Customer that will be affected by a permanent change in the Scheduled Collection Days that will occur after the Commencement Date. The approved notice shall be delivered to the affected Customers at least ten

(10) days before the Contractor changes its Scheduled Collection Days. The Contractor also shall place the notice on the Contractor's website at least fifteen (15) days before the permanent change.

#### **35.4 NOTICES FOR HOLIDAYS**

The Contractor shall provide notice through their website to Customers that will be affected by a change in their Scheduled Collection Days because of a Holiday. The Contractor also shall notify the Administrator via email and place the notice on the Contractor's website at least fifteen (15) days before the Holiday.

### **SECTION 36: CONTRACTOR'S SERVICES FOR THE CITY**

#### **36.1 GENERAL REQUIREMENTS**

Subject to the conditions contained herein, the Contractor shall provide Collection Services for the City, without charge, at certain City facilities.

With regard to the Contractor's services for the City, the Administrator shall determine: (a) the size of any Collection Containers that shall be provided by the Contractor; (b) the frequency of Collection Service for each Collection Container; (c) the location where the Collection Container will be placed by Contractor; and (d) the types of Collection Containers to be used. The Administrator shall have the right to increase or decrease the number of Collection Containers at any location, as well as the right to add new locations for the placement of Collection Containers.

At a minimum, the Contractor's Collection Services for the City's properties and facilities shall be provided in compliance with the following requirements:

- (a) Garbage and Rubbish shall be collected four days each week per Exhibit 6 Collection Schedule.;
- (b) Source Separated Recyclable Materials shall be collected once each week per Exhibit 6 Collection Schedule.
- (c) Contractor will make available to the City, on a complementary basis, six 30-yard roll-off dumpsters per year when requested.

If the Administrator notifies the Contractor before 12 p.m. (noon) on an Operating Day that a Mechanical Container used by the City is full, the Contractor shall empty the container on the same day. If the Administrator notifies the Contractor after noon, the Contractor shall empty the Mechanical Container before noon on the next Operating Day. The Contractor shall increase the size of the Collection Container or the frequency of Collection Service for any Collection Container if the Administrator determines the current level of service is inadequate.

#### **36.2 COLLECTION OF SOLID WASTE AND SOURCE SEPARATED RECYCLABLE MATERIALS AT CITY FACILITIES**

The Contractor shall collect the Garbage, Rubbish, Yard Waste, and Source Separated Recyclable Materials generated on any property that is owned, occupied, leased, or controlled by the City at any time during the term of this Agreement. **Exhibit 11** identifies the City properties that, as of the Effective Date, shall receive Collection Service. **Exhibit 11** also identifies the type and frequency of Collection Service to be provided to each City property, beginning on the Commencement Date.

The Contractor's obligations under this Section 36.2 include the Collection of Garbage, Rubbish, Yard Waste, and Source Separated Recyclable Materials that are collected by the City at other locations as a result of the City's operations and then transported to the City properties identified in **Exhibit 11**. The Administrator may add properties to **Exhibit 11**, if the properties are acquired, occupied, leased, or controlled by the City after the Effective Date. The Administrator shall provide advance notice to the Contractor concerning any properties that will be added to **Exhibit 11** and the Administrator shall designate a reasonable date for the commencement of the Contractor's Collection Services at such properties.

### **36.3 EDUCATIONAL ACTIVITIES**

The City wants to enhance the City's integrated Solid Waste management programs and practices, including Recycling. The Contractor shall help the City by providing technical advice and assistance concerning these programs. The Contractor also shall help the City develop educational programs and materials to promote the City's Recycling and sustainability initiatives. Further, the Contractor shall make presentations about these topics to schools, civic groups, homeowners' associations, and other organizations serving or associated with the City when requested to do so by the Administrator, up to a maximum of twice each Operating Year.

### **36.4 CHARGES FOR EXTRA COLLECTION SERVICES**

The Contractor shall not be paid a fee for providing its Collection Services to the City, except in the following instances:

- (a) The Contractor provides Collection Service for more than two (2) Community Events in one Operating Year;
- (b) The Contractor collects more than one thousand (1,000) cubic yards of Solid Waste at Community Events in one (1) Operating Year; or
- (c) The City requires the Contractor to collect litter or other Solid Waste pursuant to Section 36.5 on more than two (2) occasions in one (1) Operating Year.

In all such cases, the charges for the Contractor's Collection Services shall be negotiated with the City before the Contractor provides any Collection Service that would require payment pursuant to this Section 36.7. No payment from the City shall be required for any such services unless the Contractor advises the City in advance that the requested service may exceed one of the thresholds identified in (a), (b), or (c), above, and the City confirms in writing that the City wishes the Contractor to provide its Collection Service, based on the negotiated Rates. The Contractor's charges for its Collection Services shall be consistent with the Rates set forth in **Exhibits 4 and 5**, below, and shall not exceed the amount charged by the Contractor when providing similar services to other Persons.

## **SECTION 37: CONTRACTOR'S EMERGENCY SERVICES**

### **37.1 COLLECTION SERVICES BEFORE AND AFTER A DISASTER**

When a hurricane is approaching or a natural or manmade disaster is anticipated, the Contractor shall continue to provide Collection Service in compliance with this Agreement until: (a) the City or the State of Florida declares a "State of Emergency" for the City or Pinellas County; (b) the Administrator and the Contractor agree that Collection Service should be suspended due to unsafe

operating conditions; or (c) Collection Service must be suspended pursuant to Applicable Law. Following a hurricane, tornado, or other natural or manmade disaster, the Contractor shall use its best efforts to immediately collect, by any means available, all of the Garbage that is Set Out by Customers. This shall be the Contractor's primary responsibility until the Contractor is able to provide Collection Services on a routine basis, as determined by the Administrator. The Contractor shall immediately resume its Collection Services for Bulk Waste, Yard Waste, and Source Separated Recyclable Materials on the Scheduled Collection Days after being directed to do so by the Administrator. Until the Contractor resumes normal Collection Service, the Contractor's work for the City shall be the Contractor's highest priority and it shall take priority over the Contractor's work for any Person that is a member of the private sector. When the Administrator is determining whether to suspend or resume the Contractor's Collection Service, the Administrator shall carefully consider the safety of the Contractor's employees and equipment, in addition to the safety of the other members of the community.

### **37.2 EMERGENCY VARIANCES IN ROUTES AND SCHEDULES**

In the event of a hurricane, tornado, or other natural or manmade disaster, the Administrator may grant the Contractor a variance from the Contractor's regular Routes and schedules. Requests for a variance shall be submitted in writing to the Administrator. If the Contractor's request is granted, the Contractor shall furnish a map depicting the revised Routes and shall provide the revised schedules in writing. Thereafter, the Contractor shall contact the Administrator on a daily basis and describe the status of the Contractor's efforts to provide Collection Service and resume the use of normal Routes and schedules.

### **37.3 COLLECTION OF DISASTER DEBRIS**

37.3.1 This Agreement does not give the Contractor the right to collect Disaster Debris. The City will enter into a separate contract with the Contractor if the City wishes to utilize the Contractor's services for the Collection of Disaster Debris. Nothing herein shall require the City to utilize the services of Contractor, or prevent the City from hiring another Person to collect Disaster Debris. Among other things, the City may utilize the City's Disaster Debris Contract in accordance with the City's emergency management plan, or the City may utilize City personnel and equipment, for the Collection of Disaster Debris.

37.3.2 If the Federal Emergency Management Agency declares that Pinellas County is a federal disaster area, the City shall be primarily responsible for the Collection of Disaster Debris in the Service Area, subject to the conditions contained herein. The City shall have the sole authority to determine the extent of the clean-up that will be conducted by the City and its agents. When the City's tasks under this paragraph have been completed, as determined by the Administrator, the Administrator shall notify the Contractor to resume all of its normal Collection Services. Thereafter, the Contractor shall collect the remaining Disaster Debris, if any, that is Set Out for Collection, and the Contractor shall be paid the Rates set forth in **Exhibits 4 and 5** for Collection Services.

### **37.4 CONTRACTOR'S CONTINGENCY PLAN**

The Contractor shall develop a Contingency Plan, which shall describe the Contractor's plan of action in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable, or prevents the Contractor's drivers from reporting for work. The Contingency Plan shall describe the steps that the Contractor shall take to avoid interruptions or reductions in

Collection Service under such circumstances. The Contingency Plan shall be provided upon request to the Administrator on or before the deadline set forth in Section 5.2(h). The Contingency Plan shall be updated annually, if necessary, and resubmitted to the Administrator (a) with the Contractor's annual report and (b) within five (5) Operating Days, or a reasonable amount of time, after the plan is revised and adopted by the Contractor. The Contingency Plan and all revisions to the plan are subject to the Administrator's right, but not the obligation, to review and comment.

### **37.5 CITY'S EMERGENCY MANAGEMENT MEETINGS**

If requested by the Administrator, the Contractor shall attend the City's emergency management and disaster preparedness meetings and shall provide the City with any materials that may be useful to the City's efforts, including but not limited to Collection schedules and Routes. The Administrator shall notify the Contractor of the date, time, and location of the meetings, and shall identify any necessary materials that are to be provided by the Contractor.

## **SECTION 38: RATES FOR CONTRACTOR'S SERVICES**

### **38.1 UNIFORM RATES FOR ALL ROUTINE COLLECTION SERVICES**

The Rates in **Exhibits 4 and 5** are the maximum amounts that may be charged for the Collection Services provided by the Contractor pursuant to this Agreement, subject only to the adjustments that are expressly authorized herein. These Rates shall be applied uniformly to all Customers receiving Collection Services from the Contractor within the Service Area after the Commencement Date. The Contractor shall utilize the Rates in **Exhibits 4 and 5**, and no others, when billing Customers and the City under this Agreement.

All Residential Curbside Customers shall pay the same Rates for the Collection of Residential Waste and Program Materials, regardless of the number of cans used by a Customer. The Contractor shall not charge an increased Rate or additional fee solely because a Residential Curbside Customer uses more than one Garbage Can or Recycling Can.

### **38.2 RATES FOR SPECIAL COLLECTION SERVICES**

The Rates for some Special Collection Services have been set by the City, as shown in **Exhibit 5**. The Rates for other Special Collection Services, such as the collection of Land Clearing Debris, are subject to negotiation between the Customer and the Contractor. The Rates for Special Collection Services involving the use of a Mechanical Container shall not exceed the Rates shown in **Exhibit 4** for comparable Commercial Collection Services. If the Customer and the Contractor disagree about the Rate for any Collection Service, the Customer may request the Administrator to resolve the dispute pursuant to Section 31.2, above.

If the Contractor provides Side Yard Service to a disabled Customer pursuant to Section 7.6, the Contractor shall be paid the Rate for Residential Collection Service to a Single-Family Dwelling, but the Contractor will not receive any additional Rate or fee for Side Yard Collection Service.

### **38.3 CPI ADJUSTMENTS TO COLLECTION COMPONENT OF RATES**

38.3.1 Subject to the conditions herein, on October 1, 2024 and each October 1 thereafter during the term of this Agreement, the Collection Component of the Rates in **Exhibits 4 and 5** shall be adjusted, upward or downward, by the Administrator, in an amount that is equal to the percentage change in the Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUUR0000SEHG)

during the most recent twelve (12) consecutive month period beginning on April 1 and ending on March 31. For example, with regard to the CPI adjustment on October 1, 2024, the relevant period would have been April 1, 2023 through March 31, 2024.

- 38.3.2 At the City’s option, the percentage change in the CPI may be obtained by consulting the website published by the U.S. Department of Labor, Bureau of Labor Statistics (<https://data.bls.gov/timeseries/CUUR0000SEHG>) In the alternative, the percentage change in the CPI shall be calculated by the Administrator using the following formula:

$$PC = \text{CPI 1 divided by CPI 2, minus 1.0, multiplied by 100}$$

Where:

PC is the percentage change in the CPI from one year to the next

- 38.3.3 Notwithstanding anything else contained herein, a single CPI adjustment to the Rates shall not exceed four percent (4%) and there shall be no “catch up” adjustment to the Rates in future years (i.e., there will not be an adjustment to the Rates in the future to offset or mitigate the effect of the four percent (4%) “cap” in a year when the CPI adjustment would exceed four percent (4%), but for the four percent (4%) limitation contained herein).
- 38.3.4 Notwithstanding anything else contained herein, there will not be a CPI adjustment to increase the Rates unless the Contractor delivers a written request for a CPI adjustment to the Administrator on or before July 1 of the then current Operating Year. For example, the Contractor must request a CPI adjustment to the Rates on or before July 1, 2024 if the Contractor wants the Rates to increase on October 1, 2024 pursuant to a CPI adjustment. If the Contractor fails to make a timely request for a CPI adjustment, there shall be no CPI increase in the Rates on October 1 of the next Operating Year. Further, there shall be no “catch up” adjustment to the Rates in future years to off-set or mitigate the effect of failing to request the adjustment. The foregoing provisions in this paragraph only apply to CPI adjustments that increase the Rates.
- 38.3.5 If the Administrator concludes, based on the requirements herein, that there shall be a CPI adjustment on October 1 of the next Operating Year, the Administrator shall promptly provide notice to the Contractor concerning the CPI adjustment. The Administrator also shall provide the Contractor with the Administrator’s calculations concerning the amount of the CPI adjustment. The Contractor shall notify the Administrator within ten (10) Operating Days if the Contractor disagrees with the Administrator’s determination or calculations.
- 38.3.6 **Exhibit 12** contains sample calculations that demonstrate how the CPI adjustments will be calculated under hypothetical circumstances.
- 38.3.7 If the CPI is discontinued or substantially altered, the City may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.
- 38.3.8 The Rates in **Exhibit 5** for Special Collection Services shall not be adjusted for CPI changes.

#### **38.4 RATE ADJUSTMENTS FOR CHANGES IN DISPOSAL COSTS**

The Disposal Component of the Rates in **Exhibits 4 and 5** shall be adjusted, upward or downward, by the Administrator whenever there is a change in the Tipping Fees charged at a Designated Facility. Changes in the Tipping Fees shall be a direct pass-through of savings or costs, as the case may be, to the Customers. The Administrator shall adjust the Disposal Component of the Rates for Customers by the same percentage as the percentage change in the Tipping Fees at the Designated Facility. Any such adjustment to the Rates shall take effect at the time when the adjusted Tipping Fees take effect.

#### **38.5 RATE ADJUSTMENTS FOR CHANGES IN LAW**

38.5.1 If a Change in Law will directly and materially affect the Contractor's cost of providing its services under this Agreement, the Contractor may request the City to adjust the Rates. If the Contractor wishes to exercise this option, the Contractor shall prepare and submit a schedule of proposed Rates that will distribute the increased costs in a fair and non-discriminatory manner. The Contractor's request shall be accompanied by all data and analyses necessary for the City to fairly evaluate the proposed Rate increase. The Administrator may request, and upon request the Contractor shall provide, additional information, as necessary. After receiving the requested information, the Administrator shall submit the Contractor's request and the Administrator's recommendations to the Council. The Administrator shall place the issue on the agenda for one of the Council's public meetings. The Contractor shall be given a reasonable opportunity at the Council's meeting to explain the basis for its request.

38.5.2 The Council shall fairly evaluate the Contractor's request in a timely manner and in compliance with the requirements in Section 32.4, above. The Council shall grant, grant in part, or deny the Contractor's request. If any adjustments to the Rates are approved, the adjusted Rates shall become effective upon the date designated by the Council. Adjustments (if any) to the Rates shall be designed to compensate the Contractor for the increased costs incurred by the Contractor after the Change in Law took effect.

38.5.3 If a Rate adjustment is approved pursuant to this Section 38.5 and the adjustment will cause the Rate for any Collection Service to increase by an amount that is equal to or greater than twenty percent (20%) of the Rate in effect before the adjustment took effect, or cause the Rate for any Collection Service to be greater than one hundred fifty percent (150%) of the Rate that was in effect on the Effective Date, the Council may terminate this Agreement at any time after providing one hundred eighty (180) days' notice to the Contractor.

#### **38.6 EXTRAORDINARY RATE ADJUSTMENTS**

38.6.1 Once each Operating Year, before April 1, the Contractor may petition the Administrator for a Rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. The Contractor's petition shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's petition shall include an audited statement of Contractor's historical and current expenses, demonstrating that Contractor has incurred an extraordinary increase in Contractor's costs due to factors beyond the

Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant that is licensed in the State of Florida and not an employee of the Contractor or its affiliates. At its expense, the City may audit the Contractor's records to evaluate the Contractor's request. The Administrator may request, and upon request, the Contractor shall provide, all of the information that is reasonably necessary for the Administrator to evaluate the Contractor's petition. After receiving the requested information, the Administrator shall place the Contractor's petition and the Administrator's recommendations on the agenda for one of the Council's public meetings. The Contractor shall be given a reasonable opportunity at the Council's meeting to explain the basis for its petition.

38.6.2 The Council shall grant, grant in part, or deny the Contractor's request in a timely manner. The Council may deny the Contractor's request for any reason the Council deems appropriate. The Council's decision shall be final and non-appealable.

38.6.3 If the Contractor's request is granted in whole or in part, the Council shall have the right to reduce the Contractor's Rates, if and to the extent that the factors causing the Contractor's price increase have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the Administrator shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Rate increase should remain in effect. The Administrator may reduce the Contractor's Rates to the levels that were in effect before the extraordinary Rate increase was granted, or to an appropriate intermediate level, unless the Contractor demonstrates that the City should continue to pay the extraordinary Rate increase. The Administrator shall provide advance notice and a reasonable opportunity for the Contractor to be heard by the Administrator, before the Administrator reduces the Contractor's rates. Any decision by the Administrator to reduce the Contractor's Rates may be appealed to the Council.

### **38.7 RATES FOR DISASTER DEBRIS**

If the Administrator wishes to have the Contractor collect Disaster Debris following a federally declared disaster, the City and the Contractor shall enter into a separate contract and the City shall pay the Contractor in accordance with the terms, conditions, and Rates that are mutually agreed upon by the City and Contractor before the commencement of the Contractor's work under that contract. This Agreement does not authorize any payments for the Collection of Disaster Debris.

### **38.8 ADJUSTMENTS TO FUTURE FRANCHISE FEES**

The City is not, in the Agreement, assessing any franchise fee and the City Code has not currently established a franchise fee. However, to the extent any such franchise fee is adopted by the City in the future and then negotiated between the Parties via amendment or extension to this Agreement, then, only in that event, whenever any Rate is adjusted, the Franchise Fee will be recalculated and then paid based on the adjusted Rate, which shall include the Franchise Fee.

### **38.9 RATES FOR RENTAL OF COLLECTION CONTAINERS**

The Contractor may charge and collect a rental fee for any Collection Container it provides to a Customer, including for the rental of compactors. The Contractor may also charge and collect a fee for maintaining or moving a Collection Container, installing locks on a Collection Container, or providing similar services, except as may be expressly provided in **Exhibit 5**.

## **38.10 RATES FOR NEW DESIGNATED FACILITIES**

Pursuant to Section 19.6 above, the City shall have the right to approve a new Designated Facility (“New Designated Facility”) for the Recycling or disposal of any of the materials collected by the Contractor pursuant to this Agreement. If the City approves a New Designated Facility to replace one or more of the facilities identified in Section 19, the Contractor shall be paid the same Rates set forth in **Exhibits 4 and 5** identifying the Rates that shall be paid to the Contractor for delivering various types of Solid Waste and Source Separated Recyclable Materials to the Designated Facilities described in Sections 19.2, 19.3, 19.4, and 19.5, above, except that if the New Designated Facilities have higher tipping fees or are located more than thirty (30) miles from City Hall, Contractor and the City shall negotiate a new rate.

## **SECTION 39: PAYMENTS TO CONTRACTOR FOR COLLECTION SERVICES**

### **39.1 GENERAL PAYMENT PROVISIONS**

Subject to the conditions and limitations contained herein, the City shall pay the Contractor for the services the Contractor provides the Customers in compliance with the requirements in this Agreement. The City shall set rates to be charged to Customers which charges are assessed by the City or its contracted billing partner. Customer payments are collected by or remitted to the City. Other than payments for Special Collection Services not covered by the City’s standard assessed rates, the Customers shall not pay anything to the Contractor. Neither the City nor the Customers shall have an obligation to pay any fee, charge, cost, or other sum to the Contractor unless such payment is explicitly required in this Agreement and the fee is identified in **Exhibits 4 or 5**. Except for extra services requested by Customers (which are arrangements made between the Customer and Contractor), the Rates for Collection Services in **Exhibits 4 and 5**, and the City’s resulting payment of those Rates to Contractor, shall constitute full and complete compensation to the Contractor for the services provided by the Contractor under this Agreement. In all cases, the City shall have the sole authority to determine whether and the extent to which the Contractor is entitled to direct payment from a Customer for services it provides under this Agreement if such payment is in dispute.

### **39.2 BILLING AND PAYMENT PROCEDURES**

39.2.1 The Contractor is responsible for issuing monthly invoices to the City for its Collection Services based upon the Rates agreed to by the Parties. The City is responsible for directly, or through a collection agent, issuing all bills and collecting all fees from Customers for the Collection Services Contractor provides pursuant to this Agreement. The City reserves the right to bill Customers on the tax roll for Collection Services provided to properties in the City. The Contractor is not responsible for direct billings for Collection Services provided to Customers, except for Special Collection Services.

39.2.2 If the City requests and the Contractor provides any services pursuant to Section 7.3.5 (Optional Collection of Cardboard), the Contractor shall submit its invoice for that optional service to the City by the fifth (5<sup>th</sup>) day of each Operating Month, following the month in which the Contractor’s services were provided.

**39.3 PAYMENTS FOR SHARED MECHANICAL CONTAINERS**

The Contractor may prorate the charges to Customers that share a Mechanical Container; however, the charges collectively shall not be more or less than the amounts set forth in the approved Rates, unless the Administrator approves the Contractor's fees in advance, based on special circumstances.

**39.4 RESERVED**

**39.5 CITY'S PAYMENTS FOR COLLECTION SERVICES PROVIDED TO CITY FACILITIES**

The Contractor shall not bill the City, and the City shall not pay the Contractor, for the services provided to the City pursuant to Section 36 of this Agreement, except as expressly provided in Section 36.7. The City's payments (if any), pursuant to Section 36.7, will be based on the Rates set forth in **Exhibit 5**. The Contractor's invoice shall identify the specific services that were provided and the applicable Rate for each service. The invoice shall be reviewed and paid subject to the requirements and limitations set forth above in this Section 39.

**39.6 CITY'S UNDERPAYMENTS AND OVERPAYMENTS TO CONTRACTOR**

If the City pays the Contractor for Collection Services in error, for whatever reason, the Contractor shall promptly notify the Administrator to rectify the mistake.

**39.7 LIMITATIONS ON CONTRACTOR'S RIGHT TO PAYMENT FROM CITY**

The City shall have no obligation to pay for any Collection Services provided by the Contractor either to the City or to Customers, except as provided in this Section 39.

**39.8 PAYMENTS FOR SPECIAL COLLECTION SERVICES**

The Rates for Special Collection Service are in addition to the Rates for the routine Collection Services received by Customers. The Contractor shall bill the Customers and collect the applicable Rates for any Special Collection Services the Contractor provides pursuant to this Agreement. The Contractor also shall be responsible for the payment of all Tipping Fees associated with the disposal of Solid Waste collected by the Contractor when providing Special Collection Services and the City will not be charged for such additional Tipping Fees. Notwithstanding anything else contained herein, the Contractor shall not be entitled to any compensation for a Special Collection Service unless the Customer or the City requested the service and agreed to pay the applicable Rate before the contractor provided its service.

**39.9 PAYMENTS LIMITED**

Notwithstanding anything else contained herein, the City's obligation to pay the Contractor is limited to the availability of funds appropriated in the current fiscal period. The continuation of this Agreement into a subsequent fiscal period is subject to the appropriation of funds by the Council, unless otherwise authorized by law. The Council's failure to appropriate funds sufficient to make any payments due to the Contractor shall result in the termination of this Agreement, without penalty to the City, upon the last day for which funds were appropriated.

## **SECTION 40: PAYMENTS TO THE CITY**

## **SECTION 41: RECYCLING REVENUES FOR CITY**

The City shall not receive the revenues (if any) derived from the sale of the Source Separated Recyclable Materials that are collected by the Contractor under this Agreement.

## **SECTION 42: PAYMENT OF TIPPING FEES AND PROCESSING FEES**

Subject to any contrary conditions or limitations contained herein, the Contractor shall pay all Tipping Fees for the disposal of all of the Solid Waste the Contractor collects pursuant to this Agreement. The Contractor shall also pay the fees for processing and/or disposing of the Recyclable Materials that are collected by the Contractor and delivered to the Designated Facility for Source Separated Recyclable Materials in compliance with the requirements in this Agreement.

## **SECTION 43: VERIFICATION OF PAYMENT AMOUNTS**

- 43.1** The acceptance by one Party of any payment from the other Party shall not be construed as an accord that the amount paid is the correct amount, nor shall it be construed as a release of any claim the paid Party may have for additional sums payable from the paying Party.
- 43.2** At its expense, the City may inspect, copy and audit any books, records and documents of the Contractor, whether kept in an electronic (digital) format or otherwise, that are relevant to the calculation of the amounts due and payable by either Party under this Agreement.

## **SECTION 44: ADMINISTRATIVE CHARGES**

The City and Contractor acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the City due to those failures or circumstances described in this Section 44 and for which the Contractor would otherwise be liable. Accordingly, the Contractor and the City have established the terms and amounts of the administrative charges set forth herein, and the Parties agree that the administrative charges are reasonable under the circumstances. The Contractor and City also have consulted with their legal counsel and confirmed that these administrative charges are appropriate. Therefore, the following administrative assessments shall constitute liquidated damages, not penalties, for the Contractor's breach of this Agreement.

### **44.1 ADMINISTRATIVE CHARGES AFTER COMMENCEMENT DATE**

On the Commencement Date and throughout the remainder of the term of the Agreement, the Administrator shall assess administrative charges if not corrected within 24 hours of notice as follows:

- 44.1.1** Failure to pick up or clean up Solid Waste, litter, or other material in compliance with the requirements in this Agreement, within the deadlines set forth herein, after receiving written notification by the Administrator or a Customer. Each failure shall result in the imposition of a One Hundred Fifty Dollar (\$150) assessment per event.

- 44.1.2 Failure to collect the Garbage, Rubbish, Yard Waste, Bulk Waste, or Source Separated Recyclable Material that was properly Set Out for Collection by a Customer on the Scheduled Collection Day. Each failure shall result in the imposition of a One Hundred Dollar (\$100) assessment. After the initial failure, if the Contractor fails to meet the deadlines contained in this Agreement, each additional Operating Day of delay shall result in the imposition of an additional assessment of Two Hundred Fifty Dollars (\$250).
- 44.1.3 Failure to complete a Route on the Scheduled Collection Day. A Route shall be considered incomplete if five (5) or more Dwelling Units on the same Route are not provided Collection Service. Each failure shall result in an assessment of One Thousand Dollars (\$1,000) per Route, per Operating Day.
- 44.1.4 Mixing Source Separated Recyclable Materials with Solid Waste, or mixing any other materials that are required to be collected separately, shall result in the imposition of a Five Hundred Dollar (\$500) assessment per occurrence.
- 44.1.5 Failure to maintain a Collection vehicle or equipment in a clean and sanitary manner within the deadlines set forth herein, after receiving written notification from the Administrator, shall result in the imposition of an assessment of One Hundred Dollars (\$100) per occurrence per Operating Day.
- 44.1.6 Failure to respond to a Legitimate Complaint, within the time frame specified herein, after receiving written notification from the Administrator or Customer, shall result in a Fifty Dollar (\$50) assessment per occurrence per Operating Day.
- 44.1.7 Failure to resolve a Legitimate Complaint, other than a Missed Collection, within seven (7) Operating Days of receiving notification from a Customer or the Administrator shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment per Operating Day until such complaint is resolved to the satisfaction of the City.
- 44.1.8 Failure to timely file any report, plan, or other document required herein shall result in the imposition of a One Hundred Dollar (\$100) assessment for each Operating Day that each report, plan, or document is late.
- 44.1.9 Failure to dispose of any Residential Waste collected in the Service Area at the Designated Facility for that type of waste shall result in the imposition of an assessment equal to the current Tipping Fee at the Designated Facility times the amount (tonnage) disposed of at the non-Designated Facility. If the tonnage is unknown, the assessment shall be Two Thousand Dollars (\$2,000) per occurrence.

- 44.1.10 Failure to deliver Source Separated Recyclable Materials to a Designated Facility for such materials pursuant to Section 19, or delivering Source Separated Recyclable Materials to a Solid Waste disposal facility, shall result in the imposition of an assessment of Two Thousand Dollars (\$2,000) per occurrence.
- 44.1.11 Failure to correct a chronic Collection problem shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment per occurrence. Chronic means three (3) or more Legitimate Complaints at the same Premises for the same issue within a twelve (12) month period. The first assessment under this Section 44.1.11 shall be imposed for the third Legitimate Complaint at the Customer's Premises. An additional assessment in the same amount may be imposed for each Legitimate Complaint thereafter.
- 44.1.12 Failure to correct chronic equipment problems shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment. Chronic means three (3) instances of the same or similar problem with the same equipment or vehicle within a twelve (12) month period. The first assessment shall be imposed for the third problem. Additional assessments shall be imposed for each problem thereafter.
- 44.1.13 Failure to have a vehicle operator properly licensed, or failure of the operator to carry his license while on duty, shall result in a One Hundred Dollar (\$100) assessment per occurrence.
- 44.1.14 Failure to maintain office hours in the manner specified in this Agreement shall result in a One Hundred Dollar (\$100) assessment per occurrence.
- 44.1.15 Failure to replace or repair a damaged Collection Container provided by Contractor, or failure to replace a stolen Collection Container provided by Contractor, or failure to exchange a Collection Container provided by Contractor, within the deadlines specified in this Agreement, shall result in a One Hundred Dollar (\$100) assessment per occurrence. This subsection 44.1.16 shall not apply to Customer-owned Collection Containers.
- 44.1.16 If the Contractor notifies the Administrator that a complaint has been resolved, when the complaint has not been resolved, there shall be a Two Hundred Dollar (\$200) assessment per occurrence.
- 44.1.17 Collecting Solid Waste or Source Separated Recyclable Materials at times that are outside of the hours specified in this Agreement, without prior approval of the Administrator, shall result in a One Hundred Dollar (\$100) assessment per occurrence per vehicle.

- 44.1.18 Leaving a Collection Container where it blocks a driveway, street, alley, or road shall result in the imposition of a One Hundred Dollar (\$100) assessment per occurrence.
- 44.1.19 Failure to provide timely notices and educational materials as required in this Agreement shall result in the imposition of an assessment of Twenty-Five Dollars (\$25) per Customer, but the maximum assessment shall not exceed One Thousand Dollar (\$1,000) per occurrence.
- 44.1.20 Failure to repair damage to public or private roadways, including but not limited to damage resulting from spills of oil, hydraulic fluids, or other liquids in compliance with the related deadlines and requirements shall result in the imposition of a One Thousand Dollar (\$1,000) assessment per occurrence.
- 44.1.21 Failure to repair damage to a Customer's property within the deadlines set forth in this Agreement, after receiving written notice from the Customer or Administrator, shall result in the imposition of an assessment of Two Hundred Fifty Dollars (\$250) per occurrence per Operating Day.
- 44.1.22 Soliciting or accepting an unauthorized fee or monetary compensation from a Customer or the City shall result in the imposition of a Five Hundred Dollar (\$500) assessment per occurrence.
- 44.1.23 Failure to respond to the Administrator by 5:00 p.m. on the first Operating Day following a telephone call, voice message, facsimile transmission, or electronic message requesting a response from the District Manager, shall result in the imposition of an assessment of One Hundred Dollars (\$100), which shall be increased by another One Hundred Dollars (\$100) for each additional Operating Day of delay.
- 44.1.24 Failure to comply with the deadlines and requirements in this Agreement concerning the Contractor's obligations prior to the termination of this Agreement, shall result in the imposition of an assessment of Two Thousand Dollars (\$2,000) per Operating Day per occurrence.
- 44.1.25 Failure to pay the applicable Tipping Fee for Solid Waste the Contractor delivered to a Designated Facility, within forty-five (45) days after the Solid Waste was delivered to the facility, in each instance where the Contractor was obligated to pay the Tipping Fee pursuant to this Agreement, shall result in an assessment of One Thousand Dollars (\$1,000) per occurrence.
- 44.1.26 Failure to follow the procedures in the Contractor's Collection Plan for notifying a Designated Facility that the Contractor is obligated to pay the applicable Tipping Fee, in each instance where the Contractor delivered Solid Waste to the Designated Facility but failed to follow the approved procedures in the Collection Plan. Each failure shall result in an assessment of Two Hundred Dollars (\$200).

- 44.1.27 Failure to adhere to an approved Route in the Collection Plan, without receiving the Administrator's prior approval for the deviation. Each failure shall result in an assessment of Five Hundred Dollars (\$500) per occurrence.
- 44.1.28 Failure to cover or enclose Solid Waste and Source Separated Recyclable Materials in the Contractor's Collection vehicles, as required herein, shall result in an assessment of Two Hundred Fifty Dollars (\$250) per occurrence.
- 44.1.29 Failure to return a Collection Container to the location where the Customer placed it for Collection shall result in an assessment of Fifty Dollars (\$50) per occurrence.
- 44.1.30 Failure to provide accurate information to the City concerning the Contractor's Collection Services or the calculation of the disposal costs for such Services, shall result in the imposition of an assessment of One Thousand Dollars (\$1,000) per occurrence.
- 44.1.31 Failure to close the gate on an enclosure for a Mechanical Container, or failing to close the lid on a Mechanical Container, or failing to lock all of the locks on Mechanical Container, shall result in an imposition of an assessment of One Hundred Dollars (\$100) per occurrence.
- 44.1.32 Failure to display the Contractor's name, telephone number, and identification number on a Collection vehicle or Collection Container in the manner specified herein, shall result in an assessment of One Hundred Dollars (\$100) per occurrence per Operating Day.
- 44.1.33 Failure to respond to a Customer's request for service within the deadline set forth in this Agreement shall result in the imposition of an assessment of Fifty Dollars (\$50) per occurrence.
- 44.1.34 Failure to clean up spilled liquids, including but not limited to leachate, oil, and hydraulic fluids, within the deadlines set forth in this Agreement shall result in the imposition of an assessment of Five Hundred Dollars (\$500) per occurrence for each Operating Day of delay.

## **SECTION 45: [reserved]**

## **SECTION 46: NO LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO FORCE MAJEURE EVENTS**

**46.1** If the City or Contractor is unable to perform, or is delayed in the performance of any obligations

under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused for any time during which compliance is prevented by such event and during such period thereafter as may be reasonably necessary for the City or Contractor to correct the adverse effect of such event of Force Majeure.

- 46.2** The Contractor shall not be entitled to compensation from a Customer for such period of time when the delay or non-performance occurs, but the Contractor will be entitled to compensation after the Contractor's work has been resumed or otherwise completed. The City shall not be liable for any loss suffered by Contractor as a result of an event of Force Majeure.
  
- 46.3** Labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of Force Majeure. Labor shortages that are a direct result of a Force Majeure event may be considered.
  
- 46.4** To be entitled to the benefit of this Section 46, a Party claiming an event of Force Majeure shall give prompt written notice to the other Party (and in the event the Party is Contractor, reasonable notice to impacted Customers), specifying in detail the event of Force Majeure, and shall diligently proceed to correct the adverse effect of any Force Majeure. The Parties agree that, as to this Section 46, time is of the essence.

## **SECTION 47: BREACH AND TERMINATION OF AGREEMENT**

### **47.1 TERMINATION BY EITHER PARTY FOR CAUSE**

Subject to the other provisions contained herein, either Party may terminate this Agreement if the other Party fails to perform any of its material obligations hereunder. A default by Contractor shall include but not be limited to the following:

- 47.1.1 Refusing to comply with any lawful order of the Administrator.
- 47.1.2 Failing to begin work within the time specified in this Agreement.
- 47.1.3 Discontinuing operations without prior authorization from the Administrator.
- 47.1.4 Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Operating Days, after being notified to do so.
- 47.1.5 Failing to obey any Applicable Law.
- 47.1.6 Soliciting or accepting any Rates, payments, charges or fees from Customers for the Collection, disposal, or processing of Solid Waste or Source Separated Recyclable Materials collected within the Service Area except as is explicitly authorized herein.

- 47.1.7 Failing to deliver Residential Waste or Source Separated Recyclable Materials collected in the Service Area to the appropriate Designated Facility.
- 47.1.8 Failing to pay, or circumventing the payment of, any Tipping Fee that the Contractor is obligated to pay to a Designated Facility pursuant to this Agreement.
- 47.1.9 Failing to comply with the procedures in the Contractor's Collection Plan.
- 47.1.10 Failing to obtain or continuously maintain insurance policies in the manner required herein.
- 47.1.11 Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement.
- 47.1.12 Failing to provide or continuously maintain the Performance Bond required pursuant to this Agreement.
- 47.1.13 A Parent Corporation Guarantee is revoked.
- 47.1.14 A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect.

Before a Party may terminate this Agreement pursuant to this Section 47.1, the non-defaulting Party shall give written notice to the other Party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting Party. The notice shall inform the defaulting Party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting Party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the defaulting Party may request an extension of the cure period. In such circumstances, the defaulting Party shall submit its written request to the non-defaulting Party, explaining in detail why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the defaulting Party's request is reasonable, as determined by the Administrator in cases where the defaulting Party is the Contractor, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting Party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting Party fails to cure the default within the cure period, the non- defaulting Party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting Party. Upon termination, the non-defaulting Party may cure the default at the expense of the defaulting Party, and have recourse to any other right or remedy to which the non-defaulting Party may be entitled under this Agreement, at law, or in equity.

Notwithstanding anything else contained herein, each of the events described in Sections 47.1.16, 47.1.17, 47.1.18, 47.1.19, and 47.1.20, below shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar

days after the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.

47.1.16 Voluntary Bankruptcy

Written admission by a Party that it is bankrupt; or filing by a Party of a voluntary petition under the Federal Bankruptcy Act; or consent by a Party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a Party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) for all or a substantial portion of a Party's property or business; or by becoming insolvent.

47.1.17 Involuntary Bankruptcy

Final adjudication of a Party as bankrupt under the Federal Bankruptcy Act.

47.1.18 Public Entity Crime

The Contractor is placed on a convicted vendor list following a conviction for a public entity crime; or

47.1.19 Fraud

The Contractor commits an act or omission constituting fraud, gross negligence, misfeasance, or willful malfeasance toward the City.

47.1.20 Use of Unlawful Landfill

The Contractor collects Solid Waste pursuant to this Agreement and then delivers such waste to a landfill for disposal at which it is not legally authorized to deliver such waste.

**47.2 HABITUAL VIOLATIONS**

If the Contractor frequently, regularly, or repetitively fails to comply with its obligations and requirements under this Agreement, the City may conclude that the Contractor is a "habitual violator," regardless of whether the Contractor has corrected each individual failure of performance or paid administrative assessments for such failures of performance. In such circumstances, the Contractor shall forfeit the right to receive any further notice or grace period to cure its failures of performance, and all of the prior defaults under this Agreement shall be considered cumulative and collectively shall constitute a condition of irredeemable default. If the City concludes the Contractor is a habitual violator, the City shall issue a final warning to the Contractor, citing the grounds for the warning, and any single default by the Contractor thereafter shall be grounds for immediate termination of this Agreement. If any subsequent default occurs, the Council may terminate this Agreement after giving written notice to the Contractor. The termination shall be effective upon the date designated by the Council.

**47.3 INTERIM OPERATIONS**

In the event that this Agreement is terminated before the end of any term, the Contractor shall continue its operations for an interim period of up to six (6) additional Operating Months if

requested to do so by the City. The Contractor shall be paid for its services during said interim period at the Rates authorized under this Agreement in effect prior to issuance of the notice of termination.

Notwithstanding anything else contained herein, the City may retain an alternate Person to provide Collection Services in the City if the Contractor fails to provide Collection Service for a period of two (2) consecutive Operating Days. The City's interim service provider shall continue to provide Collection Service until the Contractor demonstrates to the City's satisfaction that the Contractor is able to resume work in compliance with the requirements in this Agreement. However, if Contractor is unable for any reason to resume performance within thirty (30) calendar days, the City may terminate this Agreement, effective as of the date designated by the City. The Contractor shall reimburse all Customers and the City for any and all Customer payments for Collection Services not provided, and reasonable costs incurred by the City related to or arising from the use of an alternate Person to provide Collection Service to Contractor's Customers.

#### **47.4 EFFECT OF TERMINATION**

If this Agreement is terminated pursuant to the provisions of this Section 47, neither the City nor the Contractor shall have any further duty, right, liability, or obligation under this Agreement, except that: (a) a Party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the City shall pay all amounts owed to the Contractor, and the Contractor shall pay all amounts owed to the City, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the City all reports concerning the Contractor's activities through the end of the Operating Month in which termination occurs; (d) at a minimum, the provisions of Sections 34.1, 34.7, and 52 shall survive and remain in effect for seven (7) years after the expiration or termination of this Agreement; and © any term, condition, covenant, or obligation which requires performance by a Party subsequent to the termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

### **SECTION 48: OPERATIONS DURING DISPUTE**

If a dispute arises between the City, the Contractor, or any other Person concerning the Contractor's performance, rights, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending dispute.

### **SECTION 49: DISPUTE RESOLUTION PROCESS**

**49.1** The City and Contractor agree to cooperate and act in good faith at all times when dealing with each other. If a dispute arises between the Parties, the Parties shall attempt to resolve their differences quickly and informally by following the procedures set forth herein.

**49.2** When a dispute between the City and the Contractor is pending or threatened, the Contractor must attempt to resolve the dispute with the Administrator. If this attempt is unsuccessful, the Contractor may request the Council to consider the disputed issue. The Contractor's written request shall be delivered to the Administrator, and it shall describe the Contractor's proposed solution for resolving the dispute. The Administrator may request, and the Contractor shall timely provide, any additional information that is reasonably necessary to evaluate the disputed issue and the Contractor's proposal. The Administrator shall fully and fairly consider the Contractor's proposal in a timely manner. Upon request, the Administrator shall meet with the Contractor and discuss its proposal. If the Administrator rejects the Contractor's proposal in whole or in part, the Contractor may present its proposal to the Council at a duly noticed public meeting.

- 49.3** The Parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury, in the venue provided in Section 62 of this Agreement.
- 49.4** AFTER CONSULTING WITH THEIR OWN LEGAL COUNSEL, THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION OR ENFORCEMENT OF THIS AGREEMENT.

**SECTION 50: CONTRACTOR’S OBLIGATIONS PRIOR TO TERMINATION OF THIS AGREEMENT**

**50.1 CONTINUATION OF CONTRACTOR’S SERVICE**

If the City does not exercise its right to renew this Agreement or if there are no renewal options remaining, the City will attempt to award a new agreement to a Person at least six (6) months prior to the expiration of this Agreement. In the event a new agreement has not been awarded in this time frame, Contractor shall provide its Collection Services in compliance with this Agreement for up to an additional six (6) Operating Months after the expiration of this Agreement, at the then current Rates (as adjusted) if the Council requests and approves this service.

**50.2 SALE OR LEASE OF CONTRACTOR’S MECHANICAL CONTAINERS**

Upon request, the Contractor shall meet with the City to determine whether the Contractor will allow the City or the City’s newly selected franchise hauler to purchase or rent, for up to three (3) Operating Months, the Mechanical Containers (if any) owned by the Contractor and used or leased by Customers in the Service Area. If so, the purchase price and rental fee shall be negotiated.

**50.3 SCHEDULE FOR TERMINATION OF CONTRACTOR’S SERVICE**

Prior to the termination of this Agreement, Contractor shall work with the Administrator to ensure that there is no interruption or reduction of service when the Contractor ends its services to the City. If a new solid waste/recycled materials collection agreement is awarded to a Person other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected hauler, as well as the City, to minimize any disruptions in the service provided to the public. At a minimum, the Contractor shall comply with the following performance requirements and deadlines:

180 calendar days prior to expiration of Agreement	If requested, the Contractor shall provide to the Administrator and the selected hauler a Mechanical Container inventory, in a format acceptable to the City that includes each container’s location (street address), capacity, identification number, and Collection frequency. Thereafter, the Contractor shall not replace or exchange any Contractor-owned Mechanical Container listed in the inventory, without the Administrator’s approval.
150 calendar days prior to expiration of Agreement	The Contractor shall attend a coordination meeting with the selected hauler and the Administrator. By the coordination meeting, the Contractor shall provide the Administrator with a list of Contractor-owned containers that may be purchased by the City or the selected hauler.
120 calendar days prior to expiration of Agreement	The Contractor shall work with the selected hauler to develop a mutually agreeable schedule for the removal of Contractor-owned Collection Containers and placement of the selected hauler’s containers.

30 calendar days prior to expiration of Agreement	Contractor shall begin to implement the schedule in cooperation with the selected hauler. Contractor shall take all steps necessary to ensure there is no interruption in the Collection Service provided to Customers.
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**50.4 C'TY'S RIGHT TO PROCURE NEW SERVICES**

At any time, the City may issue a solicitation, or commence negotiations with a Person other than the Contractor, or take any other steps deemed necessary by the City to obtain the services of a Person who will collect Solid Waste for the City after this Agreement expires or is terminated.

**SECTION 51: LIABILITY AND DAMAGES**

**51.1 LIABILITY**

The Contractor shall be liable for all injuries and conditions to the extent that they are caused by or result from the actions or omissions of Contractor or Contractor's employees, officers or agents, including but not limited to the negligence, willful conduct, or failure to perform in accordance with the terms of this Agreement by Contractor or Contractor's employees, officers or agents.

**51.2 CONTRIBUTION**

In the event of joint negligence on the part of the City and the Contractor, all losses and costs shall be apportioned in accordance with the provisions of Florida Statutes § 768.31, the Uniform Contribution Among Tortfeasors Act, as it exists on the Effective Date, subject to the recovery limits set forth in Florida Statutes § 768.28.

**51.3 DAMAGES**

The measure of damages to be paid by the Contractor to the City or by the City to the Contractor, due to any failure by the Contractor or the City to meet any of its obligations under this Agreement, shall be the actual damages incurred by the City or the Contractor. Neither Party shall have any liability under this Agreement for consequential, delay, special, indirect, or punitive damages. The foregoing shall apply except as provided for under either Party's rights to the Performance Bond or insurance proceeds, or as provided by Applicable Law.

If the Contractor fails to comply with any Applicable Law, the Contractor shall promptly pay to the City the following:

- (a) All lawful fines, penalties, and forfeitures charged to or incurred by the City by any judicial order or by any governmental agency responsible for the enforcement of the Applicable Law; and

The actual costs incurred by the City as a result of the Contractor's failure to comply with the Applicable Law, including any costs incurred in investigating and remedying the conditions which led to or resulted from the Contractor's failure to comply with the Applicable La

- (b) w.

**51.4 NO PERSONAL LIABILITY**

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of the City or the Contractor.

## **SECTION 52: INDEMNIFICATION**

To the greatest extent allowed by Applicable Law, the Contractor releases and shall indemnify, hold harmless, and, if requested by the City, defend, each City Indemnified Party from and against any Indemnified Loss. The obligation of the Contractor under this Section 52 is absolute and unconditional; to the extent allowed by Applicable Law or not otherwise prohibited, it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the City Indemnified Party.

The indemnification provided for herein is an agreement that Contractor will fully indemnify and hold harmless the City, its officers, employees, agents, and any other City Indemnified Party from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional or negligent act or omission of the Contractor, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the City of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the City expressly reserves these rights to the full extent allowed by law.

If the City invokes its right to defend any claim or action with respect to any Indemnified Loss, the City may employ any outside counsel of its choice to enforce or defend the City's right to indemnity provided by this Agreement. If the Contractor undertakes the defense of any claim or action with respect to any Indemnified Loss, the City Indemnified Party may participate in the defense at the Contractor's sole cost and expense. The Contractor shall advance or promptly reimburse to a City Indemnified Party any and all costs and expenses incurred by the City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification under this Agreement, whether or not the City Indemnified Party is a party or potential party to it.

## **SECTION 53: THE CONTRACTOR'S INSURANCE**

The Contractor shall maintain, on a primary and non-contributory basis, and at its sole expense, at all times on and after the Commencement Date, until this Agreement expires or is terminated, policies of insurance that insure the Contractor against claims, demands, or causes of action for injuries received or damages to people or property caused by or resulting from the Contractor's negligent acts, and errors or omissions under this Agreement. At a minimum, the Contractor shall maintain at all times the following insurance coverage, with the limits and endorsements described herein. The requirements contained herein, as well as the City's review of and comments concerning the insurance maintained by the Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement.

### **53.1 COMMERCIAL GENERAL LIABILITY**

The Contractor shall maintain Commercial General Liability with a limit of liability not less than \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate. The Contractor shall warrant its coverage will not contain any restrictive endorsement(s) excluding or limiting Contractual Liability or Cross Liability as pertains to City.

### **53.2 BUSINESS AUTOMOBILE LIABILITY**

The Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

### **53.3 POLLUTION REMEDIATION AND LEGAL LIABILITY**

The Contractor shall maintain Pollution Legal Liability and Remediation Insurance at a minimum limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. The Contractor agrees the policy shall be maintained for a minimum three (3) year period following expiration of the Agreement.

### **53.4 UMBRELLA OR EXCESS LIABILITY**

The Contractor shall maintain Umbrella or Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. The Contractor shall include each required policy herein, other than Pollution Remediation and Legal Liability and Worker's Compensation Insurance & Employers Liability, as an underlying policy on the Umbrella or Excess Liability. The Contractor shall endorse the City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Following-Form" basis. This liability may be satisfied by multiple layers of Excess coverage lines.

### **53.5 WORKER'S COMPENSATION INSURANCE & EMPLOYERS LIABILITY**

The Contractor shall maintain Worker's Compensation Insurance & Employers Liability. The Contractor shall maintain Employers' Liability Limits not less than \$2,000,000 Each Accident, \$2,000,000 Disease Each Employee, and \$2,000,000 Disease Policy Limit. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

### **53.6 ADDITIONAL INSURED ENDORSEMENTS**

The Contractor shall endorse its insurance with the City as an Additional Insured as follows: (1) for the Commercial General Liability, the Contractor shall endorse the City with the CG 2010 07 04 or GC 2010 04 13 Additional Insured - Developers, Lessees, or Contractors, – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Developers, Lessees, or Contractors – Completed Operations, or similar endorsement; (2) for the Business Automobile Liability, the Contractor shall endorse the City with a CA 2048 – Designated Insured, or similar endorsement; (3) for the Pollution Liability, the Contractor shall endorse the City with the standard Additional Insured endorsement filed by the insurer for use in the State of Florida; and (4) for the Excess Liability, the Contractor shall endorse the City as an "Additional Insured" on the Umbrella or Excess Liability, unless the policy provides coverage to the underlying policies on a "Following-Form" basis. The Additional Insured shall read "City of Belleair Beach" for all endorsements. Upon request by the City, a copy of any endorsement

issued to extend coverage to the City shall be provided when evidencing insurance to the City.

**53.7 RESERVED**

**53.8 CERTIFICATE(S) OF INSURANCE**

At least fifteen (15) days before the Commencement Date, the Contractor shall provide the City with a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect. Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify requirement, when available by endorsement from the Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor shall provide notice to the City by fax within five (5) Operating Days, and the notice shall include a copy of the non-renewal or cancellation notice or a written statement specifically identifying the coverage that is no longer in compliance. The Certificate of Insurance shall identify the City's RFP 23-01 and this Agreement in the Certificate. The Certificate Holder shall be identified as:

Original to:

City of Belleair Beach Attention: City Clerk  
444 Causeway Boulevard  
Belleair Beach, FL 33786

Copy to:

Trask Daigneault, LLP  
Attention: Randy Mora, City Attorney  
1001 S Fort Harrison Ave Ste 201  
Clearwater, FL 33756-3941

The City shall have the right to withhold any payment to the Contractor until evidence of coverage, reinstated coverage, or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance required herein, the City shall have the right, but not the obligation, to purchase replacement insurance to satisfy the unmet requirements, and the Contractor shall reimburse any premiums or other expenses incurred by the City.

**53.9 DEDUCTIBLES, SELF-INSURED RETENTIONS, AND SUPPLEMENTAL COVERAGE**

The Contractor shall be solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. When a self-insured retention or deductible exceeds Two Hundred Fifty Thousand Dollars (\$250,000) for any of the foregoing required policies, the City reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to determine the reasonability of the retention levels, based on the financial capacity of the Contractor. At the City's option, the Contractor may be required to reduce the self-insured retentions, or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

**53.10 RIGHT TO REVISE OR REJECT**

The City reserves the right, but not the obligation, to reject any insurance policy that fails to meet

the criteria stated herein. Additionally, the City reserves the right, but not the obligation, to review or reject any insurer providing coverage due to its poor financial condition or failure to operate in compliance with Applicable Laws. Neither the City's approval of any insurance provided by the Contractor or a subcontractor, nor the City's failure to disapprove such insurance, shall relieve the Contractor or a subcontractor of any part or all of its responsibility for any liability, damages, or accidents, as set forth herein.

### **53.11 OTHER INSURANCE REQUIREMENTS**

All of the insurance policies required herein shall be written by a company with an A.M. Best rating of A-X or better. The insurance company shall be duly authorized and licensed to do business in the State of Florida and the policies shall be executed by agents thereof that are duly licensed as agents in Florida. At its option, the City may allow the Contractor to be self-insured for one or more lines of coverage. In such circumstances, the Contractor shall be required to demonstrate to the satisfaction of the City that the Contractor has adequate financial resources to defend and cover all claims in the amounts and categories required by the City.

## **SECTION 54: PERFORMANCE BOND**

The Contractor shall furnish to the City an irrevocable, annually renewable, Performance Bond for the faithful performance of this Agreement and all of the Contractor's obligations hereunder. The Performance Bond shall be in the amount of Five Hundred Thousand Dollars (\$500,000.00). The form and content of the Performance Bond shall be substantially the same as the draft bond in **Exhibit 8**, and shall be subject to the approval of the City Attorney. The Performance Bond shall be issued by a surety company that is acceptable to the City. At a minimum, the surety company shall be rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety, and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the performance of the Agreement; and (c) not be canceled or altered without at least thirty (30) calendar days' prior notice to the City. The Contractor shall furnish the Performance Bond to the Administrator at the address provided in Section 75, below, at least fifteen (15) days before the Commencement Date. The Performance Bond shall be maintained in full force and effect at all times during the term of this Agreement.

Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section 54 shall not relieve the Contractor of liability under the default and termination provisions set forth in this Agreement or from any other liability resulting from any breach of this Agreement. The Performance Bond may be "called" and used if there is any uncured default or breach of this Agreement by the Contractor to the extent necessary to remedy the default and pay any actual damages, attorneys' fees, and costs incurred by the City. Calling or using the Performance Bond shall not restrict or preclude the use of any other remedies available to the City against the Contractor for breach, default, or damages.

In the event of a strike of the employees of the Contractor or any other labor dispute which makes performance of this Agreement by the Contractor substantially impossible, the City shall have the right to call the Performance Bond three (3) days after giving notice to the Contractor. The City shall have the right, but not the obligation to engage another Person to provide necessary Collection Services.

## **SECTION 55: PARENT CORPORATION GUARANTEE**

The Contractor shall provide a corporate guarantee from the Contractor's parent company ("Guarantor"), whereby the Guarantor shall guarantee the performance of the Contractor's obligations under this Agreement. The form and content of the corporate guarantee shall be substantially the same as the draft

guarantee in **Exhibit 7** and shall be subject to the approval of the City Attorney. The form must be executed by the Contractor's parent company (i.e., the corporate entity that is at the top of any chart showing the Contractor's corporate organization), not an intermediary between the Contractor and its parent. The corporate guarantee shall be delivered to the City's Administrator at the addresses shown in Section 74 below, at least five (5) days before the Effective Date.

## **SECTION 56: ASSIGNMENT OF AGREEMENT**

- 56.1** No assignment of this Agreement or any right or responsibility occurring under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement.
- 56.2** In the event that the City's consent to any proposed assignment is denied, the Contractor shall continue to provide all of the services required herein for the remainder of the term.
- 56.3** If any assignment is approved by the City, the assignee shall fully and expressly assume all of the obligations, duties, and liabilities of the Contractor under this Agreement.
- 56.4** The requirements of this Section 56 shall include, but not be limited to cases where the Contractor hires a subcontractor to undertake any of the Contractor's obligations to provide Collection Services under this Agreement.

## **SECTION 57: TRANSFER OF AGREEMENT**

A transfer of this Agreement shall be effective only after approval by the City. A transfer includes a one-time event that results in a transfer of twenty-five percent (25%) or more of the ownership or controlling interests of the Contractor, a series of events that result in a cumulative change of fifty percent (50%) or more of the ownership or controlling interests of the Contractor, and any other event that results in a material change in the ownership or control of the Contractor, whether accomplished by a sale of assets or other means. Any transaction that results in the Contractor or its assets being purchased by or merged with another Person shall constitute a transfer of this Agreement, which is subject to the City's approval. An application to transfer this Agreement shall be submitted jointly by the proposed transferor and transferee, and shall contain the same type of information about the transferee that was provided by the Contractor before the City granted this franchise. At a minimum, the proposed transferee shall (a) verify in writing that it will comply with all of the requirements in this Agreement and (b) demonstrate that it has the financial resources, expertise, personnel, equipment and other capabilities necessary to do so. The application shall be accompanied by a non-refundable application fee in the amount of Two Thousand Dollars (\$2,000.00) to defray the City's cost of review. The Council may grant the application for transfer, or grant the application subject to conditions, or deny the application, with or without cause, in its sole discretion. Among other things, the Council's approval may be subject to conditions requiring an increase in the amount of the Performance Bond, an increase in the levels and types of insurance coverage, and other safeguards designed to ensure that the City's work will be completed in compliance with the requirements in this Agreement. In the event the City's consent to any proposed transfer is denied, Contractor shall continue to provide all of the services required herein for the remainder of the term of this Agreement.

Notwithstanding the other provisions in Section 56 and Section 57 of this Agreement, the City shall cooperate with the Contractor in the event that a strike, lockout, or similar labor dispute results in the Contractor's use of a subcontractor to provide the Collection Services required under this Agreement. In such circumstances, the provisions of Section 56 and Section 57 shall be waived by the City for a period

not to exceed ninety (90) days.

## **SECTION 58: SUBSEQUENT CITY ORDINANCES**

Nothing contained in any City ordinance adopted after the Commencement Date shall be construed to affect, change, modify or otherwise alter the duties, responsibilities, and operations of the Contractor under this Agreement, unless it is agreed to in writing by both the Contractor and the City and this Agreement is amended accordingly.

## **SECTION 59: AMENDMENTS TO THE AGREEMENT**

### **59.1 GENERAL REQUIREMENTS**

This Agreement constitutes the entire Agreement and understanding between the Parties hereto. This Agreement shall not be considered modified, altered, changed or amended in any respect unless the Agreement is amended in writing and the amendment is signed by the Contractor and the Council or its designee.

### **59.2 CITY'S AUTHORITY TO AMEND AGREEMENT**

The City shall have the authority to make changes in this Agreement relative to the scope and method of providing Collection Service, when the City deems it necessary and desirable for the public welfare. The Administrator shall give the Contractor notice of any proposed change in writing and an opportunity to be heard concerning any relevant matters. In all cases involving changes to this Agreement, the City and the Contractor shall enter into good faith negotiations to modify this Agreement and the Rates, as necessary. The scope and method of providing Collection Service, as referenced herein, shall be liberally construed to include procedures, operations, and obligations of the Contractor.

In the future, the City may wish to obtain new services that are not addressed under this Agreement. For example, the City may wish to expand its Recycling program in ways that have not yet been identified. If the City and the Contractor are unable to agree upon the terms and conditions governing such services, including but not limited to the Rates for such services, the City shall have the right to procure such services from other Persons, notwithstanding the Contractor's exclusive franchise under this Agreement.

### **59.3 AMENDMENTS DUE TO CHANGES IN LAW**

The City and Contractor understand and agree that changes in the Applicable Laws may require amendments to some of the conditions or obligations of this Agreement. In the event any future change in any Applicable Law materially alters the obligations of the Contractor or the City, then the provisions and Rates in this Agreement may need to be modified. The City and the Contractor agree to enter into good faith negotiations regarding amendments to this Agreement, which may be required in order to implement changes for the public welfare or due to a Change in Law.

## **SECTION 60: WAIVER OF RIGHTS**

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the City or Contractor at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the City or Contractor thereafter to enforce same. Nor shall waiver by the City or Contractor of any breach of any term of this Agreement be taken or held to be a

waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

## **SECTION 61: WAIVER OF FLOW CONTROL CLAIMS**

The Contractor has voluntarily entered into this Agreement for the purpose of enjoying the economic and other benefits conferred upon the Contractor by this Agreement. To ensure that the City also enjoys the benefits of this Agreement, the Contractor hereby knowingly, voluntarily, and permanently waives its right to challenge, contest, or invalidate the provisions in this Agreement that require the Contractor to use a Designated Facility for the disposal or processing of Solid Waste or Source Separated Recyclable Materials collected by the Contractor in the Service Area. This waiver includes but is not limited to any claim that this Agreement implements an inappropriate form of Solid Waste “flow control”, regardless of whether the claim is based on local, state, or federal law, or the Florida or U.S. Constitution, or any other grounds, and regardless of whether the claim seeks damages, injunctive relief, or other remedies at law or in equity.

## **SECTION 62: GOVERNING LAW, VENUE AND ATTORNEYS’ FEES**

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County. In any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys’ fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, except as otherwise provided in Section 52, above. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

## **SECTION 63: COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor shall at all times comply with all Applicable Laws now in effect or hereafter enacted, which are applicable in any way to the Contractor, its officers, employees, agents, or subcontractors, except as provided in Section 58.

## **SECTION 64: PERMITS AND LICENSES**

The Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for the Contractor to perform the work and services described herein.

## **SECTION 65: EQUAL OPPORTUNITY EMPLOYMENT**

The Contractor agrees that it shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation, pregnancy, political affiliation, gender identity or expression or veteran of service member status and the Contractor shall take affirmative steps to ensure that applicants are employed and employees are treated during employment by the Contractor without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to furnish the City with a copy of its non-discrimination and equal employment opportunity policy, upon request.

## **SECTION 66: AGREEMENT DOCUMENTS**

The Contract Documents include this Agreement and the exhibits thereto, any addenda to the City's RFP, the RFP, and the Contractor's Proposal. In the event of a conflict between any of the Contract Documents, the earlier-listed document above shall control over the later listed document. In the event of a conflict between this Agreement and the provisions of any attached exhibit, the provisions of this Agreement shall control.

After the Effective Date, the Agreement shall be supplemented with and shall include the following:

Performance Bonds and Insurance Certificates

Any amendments to this Agreement that are approved by the Council and the Contractor

## **SECTION 67: ALL PRIOR AGREEMENTS SUPERSEDED**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written, including the representations in the City's RFP (RFP No. 23-01) and the Contractor's response to the RFP. The provisions of this Agreement shall govern the Parties' relationship, regardless of anything contained in the City's RFP or the Contractor's response to the RFP. Nonetheless, in the event that an order of precedence is needed, it shall be this Agreement, the City's RFP, and then the Contractor's response to the City's RFP.

## **SECTION 68: HEADINGS**

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

## **SECTION 69: CONSTRUCTION OF AGREEMENT**

The following rules shall govern the interpretation and construction of this Agreement:

- (a) The words "include" and "including" shall not be construed to be terms of limitation. References to included matters or items will be regarded as illustrative and will not be interpreted as a limitation on, or an exclusive listing of, the matters or items referred to.
- (b) Whenever the context requires, the singular form of a word includes the plural, and the plural includes the singular. The gender of any pronoun includes the other genders.
- (c) Both parties are represented by legal counsel, and they waive any rule of law that would require any vague or ambiguous provision herein to be construed against the Party that physically prepared this Agreement. The rule sometimes referred to as "*Fortius Contra Proferentem*" shall not be applied to the interpretation of this Agreement.
- (d) The words "shall" and "must" are used when referring to mandatory duties and obligations. The word "may" is permissive.

- (e) The word “section” refers to the sections in this Agreement, unless the context clearly indicates otherwise (e.g., citations to sections of the Florida Statutes).
- (f) The word “herein” refers to the provisions in this Agreement.
- (g) All citations to the Florida Statutes refer to the statutes in existence on the Effective Date-  
-i.e., Florida Statutes (2023).

## **SECTION 70: SURVIVABILITY**

Any term, condition, covenant, or obligation which requires performance by a Party subsequent to termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

## **SECTION 71: SEVERABILITY**

The definitions and provisions contained in this Agreement shall not be construed to require the City or the Contractor to take any action that is contrary to any local, state or federal law. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect. This Agreement shall be construed as if such invalid, illegal, void or unenforceable provision had never been contained herein.

## **SECTION 72: FAIR DEALING**

The Contractor declares and warrants that the Contractor enters into this Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no Council member, City officer, or City employee, directly or indirectly owns more than five percent (5%) of the total assets or capital stock of the Contractor, nor will any such Person directly or indirectly benefit by more than five percent (5%) from the profits or emoluments of this Agreement, nor has the Contractor provided any gift to any such Person or their family. The Contractor warrants that it has not employed or retained any company or Person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and the Contractor has not paid or agreed to pay any Person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other compensation contingent upon or resulting from the award or making of this Agreement.

## **SECTION 73: SOVEREIGN IMMUNITY AND LIMITATIONS ON LAWSUITS AGAINST THE CITY**

Nothing in this Agreement shall constitute a waiver of the City's sovereign immunity in tort actions or any provisions in Florida Statutes § 768.28. Nothing in this Agreement shall constitute the City's consent to be sued by any third party in any matter arising out of this Agreement.

## **SECTION 74: REMEDIES NOT EXCLUSIVE**

The remedies specified in this Agreement shall supplement, and not be in lieu of, any other remedies provided at law or in equity. The payment of any administrative charges by the Contractor shall not constitute a defense for the Contractor, nor an election of remedies by the City, nor serve as the basis for a claim of estoppel against the City, nor prevent the City from terminating this Agreement. The City's decision to refrain from assessing administrative charges, or suspending or terminating this Agreement, or seeking any other relief from any failure in the Contractor's performance, shall not constitute a waiver of the City's right to pursue any other remedy or a waiver of its right to pursue a remedy for any future failure by the Contractor. No remedy conferred by this Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial

exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **SECTION 75: NOTICES TO PARTIES**

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Except as provided in Section 31.1, above, such documents shall be addressed as shown below and either (a) hand delivered, (b) mailed by registered or certified mail (postage prepaid), return receipt requested, or (c) sent by facsimile. The documents shall be deemed to have been duly delivered when personally delivered, or when transmitted by telecopier (facsimile) and receipt is confirmed by telephone, or when delivered by U.S. Mail or courier service, as shown by the return receipt. For the present, the Contractor and the City designate the following as the appropriate people and places for delivering notices and other documents:

As to City:	City Manager City of Belleair Beach 444 Causeway Boulevard Belleair Beach, FL 33786
Copy to:	City Attorney 1001 South Ft. Harrison Ave Ste. 201 Clearwater, Florida 33756
As to Contractor:	Division Vice President 7921 15 <sup>th</sup> St E Sarasota, FL 34243
Copy to:	Director of Government Relations 7921 15th St E Sarasota, FL 34243

The Parties reserve the right to designate a different representative or representatives in the future, or to change the address(es) for notice, by providing written notice to the other Party of such change.

## **SECTION 76: NO THIRD-PARTY BENEFICIARIES**

This Agreement only provides rights and remedies for the City and the Contractor, except and only to the extent that Section 52 provides limited rights for City Indemnified Parties. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement, except City Indemnified Parties.

## **SECTION 77: CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor represents and warrants to the City that:

- (a) The Contractor is a limited partnership existing in good standing under the laws of the state of its formation, is in good standing under the laws of the State of Florida, and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.

- (b) The Contractor has the requisite power, authority, and legal right to enter into and perform its obligations under this Agreement and possesses all orders, permits, consents, licenses, approvals, franchises, certificates, registrations, and other authorizations from third parties and governmental authorities that are necessary to conduct its current business and to satisfy its duties and obligations under this Agreement.
- (c) This Agreement has been duly executed and delivered by the Contractor and, as of the Effective Date, constitutes a legal, valid, and binding obligation of the Contractor, enforceable by the City against the Contractor in accordance with its terms, except to the extent its enforceability is limited by the application of general principles of equity and by bankruptcy, insolvency, moratorium, debtor relief, and similar laws of general application affecting the enforcement of creditor rights and debtor obligations.
- (d) The execution, delivery, and performance of this Agreement by the Contractor: (1) have been duly authorized; (2) do not require the approval of any governmental officer or body, other than those permits or approvals contemplated to be obtained by the Contractor after the Effective Date; (3) have been duly authorized by all requisite action of the Contractor, and no other proceedings on the part of the Contractor, its officers, partners or managers are necessary to authorize this Agreement or to perform the duties and obligations of the Contractor contemplated by it; (4) will not violate any law applicable to the Contractor or its property or any provisions of the Contractor's articles of incorporation or by-laws; (5) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the Contractor under any agreement or instrument to which the Contractor is a Party or by which the Contractor or its assets may be bound or affected in any manner that prohibits or otherwise adversely affects the Contractor's ability to perform its obligations under this Agreement; and (6) do not and will not violate any copyrights, patents, or other intellectual or proprietary rights of any Person.
- (e) There is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority pending against the Contractor, in which an unfavorable decision, ruling, or finding would materially and adversely affect the performance by the Contractor of its obligations under this Agreement, or that in any way would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Contractor or any of its affiliates in connection with this Agreement.
- (f) The Contractor did not engage, directly or indirectly, in any collusion, bribery, deception, or fraud in connection with its efforts to procure the work awarded under this Agreement.
- (g) None of the agents, members, managers, partners, officers, directors, employees, or executives of the Contractor, or any affiliate that is active in the management of the Contractor, has been convicted of a public entity crime, as defined in Section 287.133(g), Florida Statutes.
- (h) The personnel employed by the Contractor have the proper skill, licenses, training, background, knowledge, experience, authorizations, integrity, and character necessary to perform the Contractor's obligations in compliance with this Agreement.
- (i) No City employee received or will receive, directly or indirectly, any benefit, interest, or profit out of the procurement process that resulted in the award of this Agreement or in connection with this Agreement or the services to be provided pursuant to this Agreement, and no City employee has or will have any direct or indirect financial interest in the award of this Agreement or any of the services to be provided pursuant to this Agreement.

- (j) The personnel employed by the Contractor have the proper skill, licenses, training, background, knowledge, experience, authorizations, integrity, and character necessary to perform the Contractor's obligations in compliance with this Agreement.
- (k) The Contractor and its employees do not have and agree they shall not hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with the Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

## **SECTION 78: SCRUTINIZED COMPANIES**

Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:

- (a) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
- (b) The Contractor engages in business operations in Cuba or Syria; or
- (c) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that the Contractor is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that the Contractor is not engaged in a boycott of Israel. The Contractor acknowledges that the Contractor executed a certification to this effect at the time it submitted a response to the City's RFP and that certification was accurate at the time the Contractor executed this Agreement.

The Contractor shall notify the City if, at any time during the term of this Agreement, the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that the Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the City within ten (10) days of the date of such occurrence.

In the event the City determines, using credible information available to the public, that the Contractor has submitted a false certification or the Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the City may pursue any and all other legal remedies against the Contractor.

The Contractor shall not seek and hereby waives any damages, fees, or costs against the City in the event the City terminates this Agreement pursuant to this Section 78.

**IN WITNESS WHEREOF**, the City and the Contractor have made and executed this Agreement, as attested to by the signature of their duly authorized officers or representatives and their official seals

affixed hereon, the day and year first above written.

**CITY OF BELLEAIR BEACH**

Attest:

By: \_\_\_\_\_  
Dave Gattis, Mayor

\_\_\_\_\_  
Patricia Gentry, City Clerk

(CITY SEAL)

Approved as to form:

\_\_\_\_\_  
Randy Mora, Esq., City Attorney

**Waste Pro of Florida, Inc.**

\_\_\_\_\_  
By:



## **EXHIBIT 2**

### **LEGAL DESCRIPTION OF CITY**

The boundaries of the City, unless and until changed by law, by survey or under the Belleair Beach City Charter, shall be those boundaries described in the Charter dated February 10, 1959 and recorded among the official records of Pinellas County in O.R. Book 601, pages 1—62, inclusive.

### EXHIBIT 3

#### HOMES RECEIVING SERVICE IN THE CITY

100 13th St	103 8th St	106 17th St	108 4th St	111 5th St
100 16th St	103 9th St	106 18th St	108 5th St	111 6th St
100 1st St	103 Aleta Dr	106 19th St	108 6th St	111 7th St
100 20th St	103 Belle Isle Ave	106 1st St	108 8th St	111 8th St
100 21st St	103 Causeway Blvd	106 20th St	108 9th St	111 9th St
100 5th St	103 Harrison Ave	106 21st St	108 Aleta Dr	111 Aleta Dr
100 Aleta Dr	103 Morgan Dr	106 22nd St	109 13th St	111 Belle Isle Ave
100 Belle Isle Ave	104 12th St	106 23rd St	109 14th St	111 Causeway Blvd
1000 Cedar Dr	104 13th St	106 25th St	109 15th St	111 Gulf Blvd
1000 Palm Dr	104 14th St	106 2nd St	109 16th St	111 Harbor Dr
1000 Spruce Dr	104 16th St	106 3rd St	109 17th St	112 12th St
1001 Palm Dr	104 18th St	106 4th St	109 18th St	112 13th St
1001 Spruce Dr	104 19th St	106 5th St	109 19th St	112 14th St
101 13th St	104 1st St	106 6th St	109 1st St	112 15th St
101 16th St	104 20th St	106 7th St	109 20th St	112 17th St
101 1st St	104 21st St	106 8th St	109 21st St	112 18th St
101 20th St	104 22nd St	106 9th St	109 22nd St	112 19th St
101 8th St	104 23rd St	106 Harbor Dr	109 23rd St	112 1st St
101 Harrison Ave	104 24th St	107 12th St	109 24th St	112 5th St
102 12th St	104 25th St	107 13th St	109 25th St	112 6th St
102 13th St	104 2nd St	107 14th St	109 2nd St	112 7th St
102 14th St	104 3rd St	107 15th St	109 3rd St	112 9th St
102 16th St	104 4th St	107 16th St	109 4th St	112 Aleta Dr
102 18th St	104 5th St	107 17th St	109 5th St	113 12th St
102 19th St	104 6th St	107 19th St	109 6th St	113 13th St
102 20th St	104 7th St	107 1st St	109 8th St	113 14th St
102 21st St	104 8th St	107 20th St	109 9th St	113 15th St
102 22nd St	104 9th St	107 21st St	109 Causeway Blvd	113 16th St
102 23rd St	1040 Palm Dr	107 22nd St	109 Harbor Dr	113 17th St
102 24th St	1040 Spruce Dr	107 23rd St	110 12th St	113 18th St
102 25th St	1041 Gulf Blvd	107 24th St	110 13th St	113 5th St
102 2nd St	1041 Palm Dr	107 25th St	110 14th St	113 6th St
102 3rd St	105 12th St	107 2nd St	110 15th St	113 8th St
102 4th St	105 13th St	107 3rd St	110 16th St	113 9th St
102 7th St	105 14th St	107 4th St	110 17th St	114 12th St
102 8th St	105 15th St	107 5th St	110 18th St	114 13th St
102 9th St	105 16th St	107 6th St	110 19th St	114 14th St
1020 Cedar Dr	105 17th St	107 7th St	110 1st St	114 15th St
1020 Palm Dr	105 19th St	107 8th St	110 21st St	114 16th St
1020 Spruce Dr	105 1st St	107 9th St	110 23rd St	114 17th St
1021 Gulf Blvd	105 20th St	107 Aleta Dr	110 24th St	114 18th St
1021 Palm Dr	105 21st St	107 Causeway Blvd	110 25th St	114 1st St
1021 Spruce Dr	105 22nd St	107 Harbor Dr	110 3rd St	114 8th St
103 12th St	105 23rd St	107 Harrison Ave	110 5th St	114 9th St
103 13th St	105 24th St	108 12th St	110 6th St	115 12th St
103 14th St	105 2nd St	108 13th St	110 8th St	115 13th St
103 15th St	105 3rd St	108 14th St	110 9th St	115 14th St
103 16th St	105 4th St	108 15th St	110 Harbor Dr	115 15th St
103 17th St	105 5th St	108 16th St	1105 Gulf Blvd	115 16th St
103 18th St	105 6th St	108 17th St	111 12th St	115 17th St
103 19th St	105 7th St	108 18th St	111 14th St	115 18th St
103 1st St	105 8th St	108 19th St	111 15th St	115 5th St
103 20th St	105 9th St	108 1st St	111 16th St	115 6th St
103 21st St	105 Causeway Blvd	108 20th St	111 17th St	115 7th St
103 22nd St	105 Harbor Dr	108 21st St	111 19th St	115 8th St
103 23rd St	105 Harrison Ave	108 22nd St	111 1st St	115 9th St
103 24th St	106 12th St	108 23rd St	111 20th St	115 Aleta Dr
103 2nd St	106 13th St	108 24th St	111 22nd St	115 Causeway Blvd
103 3rd St	106 14th St	108 25th St	111 23rd St	116 12th St
103 5th St	106 15th St	108 2nd St	111 24th St	116 13th St
103 7th St	106 16th St	108 3rd St	111 4th St	116 14th St

116 15th St	125 15th St	2101 Gulf Blvd	2219 Donato Dr	2510 Hibiscus Dr W
116 16th St	125 17th St	2102 Bayshore Dr	222 Howard Dr	2511 Hibiscus Dr
116 17th St	125 18th St	2105 Bayshore Dr	2220 Donato Dr	2513 Gulf Blvd
116 6th St	125 8th St	2109 Bayshore Dr	2221 Donato Dr	2521 Hibiscus Dr
116 7th St	125 9th St	211 Harrison Ave	2221 Gulf Blvd	2530 Hibiscus Dr
116 8th St	126 9th St	211 Howard Dr	2222 Donato Dr	2540 Hibiscus Dr
116 9th St	127 Aleta Dr	211A Howard Dr	2224 Donato Dr	2541 Hibiscus Dr
116 Aleta Dr	128 9th St	212 Harrison Ave	2226 Donato Dr	2600 Bayshore Dr
116 Causeway Blvd	128 Aleta Dr	212 Howard Dr	2227 Donato Dr	2600 Morgan Dr
117 13th St	131 Aleta Dr	213 Harrison Ave	2228 Donato Dr	2601 Bayshore Dr
117 14th St	132 Aleta Dr	213 Howard Dr	2229 Donato Dr	2601 Gulf Blvd
117 15th St	135 Aleta Dr	213A Howard Dr	223 Howard Dr	2601 Hibiscus Dr
117 16th St	136 Aleta Dr	214 Harrison Ave	2230 Donato Dr	2605 Gulf Blvd
117 17th St	140 Aleta Dr	214 Howard Dr	2231 Donato Dr	2605 Hibiscus Dr
117 5th St	1401 Gulf Blvd	2140 Bayshore Dr	2232 Donato Dr	2611 Bayshore Dr
117 6th St	1405 Gulf Blvd	214A Howard Dr	2233 Donato Dr	2700 Bayshore Dr
117 7th St	143 Aleta Dr	215 Harrison Ave	2234 Donato Dr	2701 Bayshore Dr
117 9th St	144 Aleta Dr	215 Howard Dr	2236 Donato Dr	2701 Gulf Blvd
117 Belle Isle Ave	147 Aleta Dr	2150 Louisa Dr	2237 Donato Dr	2701 Hibiscus Dr
118 13th St	148 Aleta Dr	2153 Louisa Dr	2238 Donato Dr	2702 Bayshore Dr
118 14th St	1501 Gulf Blvd	216 Harrison Ave	2239 Donato Dr	2703 Bayshore Dr
118 15th St	1681 Gulf Blvd	216 Howard Dr	2240 Donato Dr	2704 Bayshore Dr
118 7th St	1751 Gulf Blvd	2160 Louisa Dr	2241 Donato Dr	2705 Bayshore Dr
118 8th St	1801 Gulf Blvd	2165 Louisa Dr	2242 Donato Dr	2710 Hibiscus Dr
118 9th St	1851 Gulf Blvd	2166 Louisa Dr	2243 Donato Dr	2711 Gulf Blvd
119 12th St	1901 Gulf Blvd	2168 Louisa Dr	2244 Donato Dr	2711 Hibiscus Dr
119 13th St	1903 Bayshore Dr	2169 Louisa Dr	2245 Donato Dr	2740 Hibiscus Dr
119 6th St	1906 Bayshore Dr	217 Harrison Ave	2246 Donato Dr	2741 Gulf Blvd
119 7th St	1907 Bayshore Dr	217 Howard Dr	2247 Donato Dr	2745 Hibiscus Dr
119 8th St	1910 Bayshore Dr	2173 Louisa Dr	2249 Donato Dr	2747 Hibiscus Dr
119 9th St	200 Harrison Ave	2174 Louisa Dr	225 Howard Dr	2800 Hibiscus Dr
119 Aleta Dr	200 Howard Dr	2177 Louisa Dr	2250 Donato Dr	2801 Gulf Blvd
120 13th St	201 Belle Isle Ave	218 Howard Dr	226 Howard Dr	2801 Hibiscus Dr
120 14th St	201 Gulf Blvd	2180 Louisa Dr	227 Howard Dr	2820 Hibiscus Dr
120 7th St	201 Harrison Ave	2183 Louisa Dr	228 Howard Dr	2821 Gulf Blvd
120 8th St	201 Howard Dr	2187 Louisa Dr	230 Howard Dr	2840 Hibiscus Dr
120 Aleta Dr	2010 Bayshore Dr	2188 Louisa Dr	2300 Bayshore Dr	2900 Hibiscus Dr
120 Causeway Blvd	202 Harrison Ave	219 Howard Dr	2301 Gulf Blvd	2920 Hibiscus Dr
1201 Bay Dr	202 Howard Dr	2192 Louisa Dr	2303 Bayshore Dr	2921 Gulf Blvd
1201 Gulf Blvd	2020 Bayshore Dr	2193 Louisa Dr	2304 Bayshore Dr	300 22nd St
1203 Bay Dr	203 22nd St	2198 Louisa Dr	2307 Bayshore Dr	3000 Hibiscus Dr
1205 Bay Dr	203 Harrison Ave	2199 Louisa Dr	231 Howard Dr	3001 Gulf Blvd
1207 Bay Dr	203 Howard Dr	220 Howard Dr	2311 Bayshore Dr	3005 Gulf Blvd
1208 Bay Dr	204 22nd St	2201 Donato Dr	232 Howard Dr	301 22nd St
1209 Bay Dr	204 Harrison Ave	2201 Gulf Blvd	233 Howard Dr	301 Harbor Dr
121 12th St	204 Howard Dr	2202 Donato Dr	235 Howard Dr	3010 Hibiscus Dr
121 14th St	205 22nd St	2204 Bayshore Dr	2401 Gulf Blvd	303 22nd St
121 7th St	205 Gulf Blvd	2204 Donato Dr	2405 Bayshore Dr	3040 Hibiscus Dr
121 8th St	205 Harrison Ave	2205 Bayshore Dr	2411 Bayshore Dr	305 Gulf Blvd
121 9th St	205 Howard Dr	2206 Donato Dr	2501 Bayshore Dr	307 22nd St
122 8th St	206 Harrison Ave	2208 Donato Dr	2501 Gulf Blvd	309 22nd St
122 9th St	206 Howard Dr	2209 Bayshore Dr	2502 Bayshore Dr	309 Belle Isle Ave
123 12th St	207 Harrison Ave	221 Howard Dr	2503 Bayshore Dr	309 Harbor Dr
123 7th St	207 Howard Dr	2210 Donato Dr	2504 Bayshore Dr	3101 Hibiscus Dr W
123 8th St	208 Harrison Ave	2212 Donato Dr	2504 Hibiscus Dr	3101 Tiffany Dr
123 9th St	208 Howard Dr	2213 Donato Dr	2505 Bayshore Dr	3102 Crystal Cay
123 Aleta Dr	209 Harrison Ave	2214 Donato Dr	2506 Bayshore Dr	3102 Wedgewood Dr
124 12th St	209 Howard Dr	2215 Donato Dr	2508 Bayshore Dr	3103 Crystal Cay
124 8th St	210 Harrison Ave	2216 Donato Dr	2509 Bayshore Dr	3103 Wedgewood Dr
124 Aleta Dr	210 Howard Dr	2217 Donato Dr	2509 Gulf Blvd	3104 Crystal Cay
125 14th St	2101 Bayshore Dr	2218 Donato Dr	2510 Bayshore Dr	3104 Tiffany Dr

3104 Wedgewood Dr	3321 Gulf Blvd	523 Belle Isle Ave
3105 Crystal Cay	3321 Hibiscus Dr E	524 Belle Isle Ave
3105 Tiffany Dr	3340 Hibiscus Dr E	526 Belle Isle Ave
3105 Wedgewood Dr	3341 Gulf Blvd	530 Belle Isle Ave
3106 Crystal Cay	3341 Hibiscus Dr E	601 Gulf Blvd
3106 Tiffany Dr	3361 Hibiscus Dr E	601 Harbor Dr
3106 Wedgewood Dr	3405 Gulf Blvd	605 Gulf Blvd
3107 Crystal Cay	401 Harbor Dr	610 Belle Isle Ave
3108 Crystal Cay	404 22nd St	611 Belle Isle Ave
3108 Tiffany Dr	408 22nd St	612 Belle Isle Ave
3108 Wedgewood Dr	410 Belle Isle Ave	614 Belle Isle Ave
3109 Crystal Cay	411 Belle Isle Ave	615 Belle Isle Ave
3109 Wedgewood Dr	412 22nd St	616 Belle Isle Ave
311 22nd St	414 Belle Isle Ave	617 Belle Isle Ave
311 Belle Isle Ave	415 Belle Isle Ave	618 Belle Isle Ave
3110 Tiffany Dr	416 22nd St	619 Belle Isle Ave
3110 Wedgewood Dr	416 Belle Isle Ave	620 Belle Isle Ave
3111 Gulf Blvd	417 22nd St	621 Belle Isle Ave
3111 Tiffany Dr	417 Belle Isle Ave	701 Gulf Blvd
3111 Wedgewood Dr	418 Belle Isle Ave	701 Harbor Dr
3112 Tiffany Dr	419 Belle Isle Ave	703 Harbor Dr
3114 Tiffany Dr	420 22nd St	705 Gulf Blvd
3115 Tiffany Dr	420 Belle Isle Ave	705 Harbor Dr
3116 Tiffany Dr	421 22nd St	709 Harbor Dr
3117 Tiffany Dr	421 Belle Isle Ave	801 Harbor Dr
3118 Tiffany Dr	423 Belle Isle Ave	803 Harbor Dr
3119 Tiffany Dr	424 Belle Isle Ave	805 Gulf Blvd
312 Belle Isle Ave	425 22nd St	805 Harbor Dr
3120 Hibiscus Dr W	426 Belle Isle Ave	901 Gulf Blvd
3120 Tiffany Dr	428 22nd St	903 Harbor Dr
3121 Gulf Blvd	429 22nd St	905 Harbor Dr
3121 Hibiscus Dr E	430 22nd St	907 Harbor Dr
3121 Hibiscus Dr W	433 22nd St	920 Cedar Dr
3121 Tiffany Dr	434 22nd St	920 Palm Dr
3122 Tiffany Dr	437 22nd St	920 Spruce Dr
3124 Tiffany Dr	439 22nd St	921 Cedar Dr
3125 Tiffany Dr	443 22nd St	921 Gulf Blvd
3126 Tiffany Dr	444 22nd St	921 Palm Dr
3130 Tiffany Dr	447 22nd St	921 Spruce Dr
314 Belle Isle Ave	448 22nd St	931 Gulf Blvd
3140 Hibiscus Dr W	450 22nd St	940 Cedar Dr
3141 Hibiscus Dr W	499 Harbor Dr	940 Palm Dr
315 Belle Isle Ave	501 Causeway Blvd	940 Spruce Dr
316 Belle Isle Ave	501 Gulf Blvd	941 Cedar Dr
318 Belle Isle Ave	501 Harbor Dr	941 Gulf Blvd
319 Belle Isle Ave	503 Harbor Dr	941 Palm Dr
320 Belle Isle Ave	505 Gulf Blvd	941 Spruce Dr
3200 Hibiscus Dr W	505 Harbor Dr N	95 Harbor Dr
3201 Gulf Blvd	507 Harbor Dr	97 Harbor Dr
3201 Hibiscus Dr E	511 Belle Isle Ave	98 Harbor Dr
3203 Hibiscus Dr W	511 Harbor Dr	
3207 Hibiscus Dr W	512 Belle Isle Ave	
322 Belle Isle Ave	513 Harbor Dr	
3220 Hibiscus Dr W	514 Belle Isle Ave	
3221 Hibiscus Dr E	515 Belle Isle Ave	
3240 Hibiscus Dr W	516 Belle Isle Ave	
3241 Hibiscus Dr E	517 Belle Isle Ave	
3261 Gulf Blvd	518 Belle Isle Ave	
3300 Hibiscus Dr W	519 Belle Isle Ave	
3301 Hibiscus Dr E	520 Belle Isle Ave	
3320 Hibiscus Dr W	521 Belle Isle Ave	

**EXHIBIT 4**

**RATES FOR RESIDENTIAL COLLECTION SERVICES**

**Residential Single-Family Service (784 Units)**

- **Trash** - twice per week collection (weight limit per container/item is 60 Lbs.) on Monday and Thursday.
- **Recycling** - once per week collection (14-gallon or larger bin per unit provided by Collector) on Wednesday.

**Monthly Unit Cost**

<b>Single-Family Trash Collection per Unit</b>	\$ <u>17.76</u>
<b>Single-Family Recyclable Collection per Unit</b>	\$ <u>11.53</u>
<b>Total Monthly Cost per Unit</b>	\$ <u>29.29</u>
<b>Total Monthly Single-Family Cost (Total Monthly Cost per Unit x 784)</b>	\$ <u>22,963.36</u>

**Residential Multi-Family Service (20 Complexes)**

- **Trash** - twice per week collection (cans and dumpsters provided by Collector listed below) on Tuesday and Friday.
- **Recycling** - once per week collection (two (2) ninety-six gallon cart per complex provided by Collector) on Wednesday. *\*One complex uses one (1) two-yard dumpster provided by Collector.*

**Total Monthly Cost**

<b><u>Trash Collection</u></b>	
One complex - <b>thirty (30) cans</b> - twice per week	\$ <u>750.00</u>
One complex - <b>six (6) cans</b> - twice per week	\$ <u>150.00</u>
One complex - <b>four (4) cans</b> - twice per week	\$ <u>100.00</u>
Twelve complexes - <b>thirty (30) two-yard dumpsters</b> - twice per week	\$ <u>5,658.44</u>
Two complexes - <b>two (2) four-yard dumpsters</b> - twice per week	\$ <u>754.46</u>
Two complexes - <b>two (2) six-yard dumpsters</b> - twice per week	\$ <u>1,131.69</u>
One complex - <b>one (1) eight-yard dumpster</b> - twice per week	\$ <u>754.46</u>
<b>Total Monthly Multi-Family Trash Collection – twice per week</b>	\$ <u>9,299.05</u>
<b>Total Monthly Multi-Family Recyclable Collection – once per week</b>	\$ <u>526.26</u>
<b>Total Monthly Multi-Family Cost</b>	\$ <u>9,825.31</u>

**Combined Total Monthly Cost (Single-Family and Multi-Family)** \$ 32,788.67

**Total Annual Cost (Combined Total Monthly Cost x 12 Months)** \$ 393,464.04

Bulky, white goods, electronic waste, etc. per item (Single-Family and Multi-Family) \$ 57.00 per item

**EXHIBIT 5**

**RATES FOR SPECIAL COLLECTION SERVICES**

**Bulk, white goods, electronic waste, etc. per item (Single-Family and Multi-Family) \$57.00 per item**

## **EXHIBIT 6**

### Collection Schedule

**Residential Single Family Trash Service (includes yard waste) – Monday and Thursday**

**Residential Multi-Family Trash Service – Tuesday and Friday**

**All Residential, Including City Hall Recycling – Wednesday**

**City Hall Dumpster Service – Monday, Tuesday, Thursday, and Friday**

## EXHIBIT 7

### PARENT CORPORATION GUARANTY

THIS GUARANTEE (“Guarantee”) is made as of the 1<sup>st</sup> day of October, 2023, by \_\_\_\_\_ (the “Guarantor”), to and for the benefit of the City of Belleair Beach, Florida (the “City”).

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_, authorized to conduct business in Florida (a subsidiary of Guarantor), is entering into an Exclusive Solid Waste Collection Agreement effective October 1<sup>st</sup> 2023 (“Agreement”) with the City; and

WHEREAS, the Guarantor is willing to guarantee the performance of the Contractor under the Agreement, pursuant to the terms of this Guarantee; and

WHEREAS, the execution of this Guarantee is a condition precedent to the execution by the Contractor and the City of the Agreement, and the City would not enter into the Agreement unless the Guarantor provided this Guarantee.

NOW THEREFORE, as an inducement to the City to enter into the Agreement, the Guarantor agrees as follows:

1. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees the full, prompt and timely performance and discharge of all of the duties, obligations, covenants and agreements of the Contractor pursuant to and in accordance with the terms and provisions of the Agreement, including but not limited to, the full, prompt and timely payment when due of all sums and amounts payable by the Contractor, including without limitation, payment of any fines, damages, indemnification obligations, costs, and expenses, including without limitation, reasonable fees and expenses of attorneys (collectively, the “Obligations”).
2. All Obligations of the Guarantor under this Guarantee shall be irrevocable, absolute, unconditional and continuing, and shall remain in full force until all of the Obligations now existing or hereafter incurred shall have been performed, discharged and paid in full in accordance with the terms of the Agreement. The Obligations of the Guarantor under this Guarantee shall not be released, discharged, modified or impaired by reason of the happening from time to time of any event or circumstance, including, without limitation, any one or more of the following:
  - (i) the compromise, settlement, release, discharge or termination of any or all of the Obligations, by operation of law or otherwise, except by payment and performance in full of the Obligations pursuant to the terms of the Agreement;
  - (ii) the failure of the City to give notice to the Contractor or the Guarantor of the occurrence of any Event of Default under the Agreement;
  - (iii) the waiver of the payment, performance or observance by the City of any of the Obligations;
  - (iv) the extension of the time (whether one or more) for payment or performance of the Obligations, or the extension or the renewal of any thereof;
  - (v) the invalidity or unenforceability of any term or provision of the Agreement based on the lack of authority, insolvency, bankruptcy or reorganization of the Contractor;

- (vi) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Contractor, or its assets, or the Guarantor, or its assets, or any allegation of invalidity or contest of the validity of this Guarantee in any such proceedings;
  - (vii) the default or failure of the Guarantor to fully perform any of its obligations set forth in this Guarantee, or the occurrence of any events of default under the Agreement;
  - (viii) the failure of any agreement, instrument, certificate, or other document to be executed or delivered in connection with the Agreement; or
  - (ix) any assignment, amendment, modification, or waiver of, or change in any of the terms, covenants, conditions or provisions of any of the Obligations or the Agreement, or the invalidity or unenforceability of any of the foregoing.
3. This Guarantee shall be construed in accordance with and governed by the laws of the State of Florida, without regard to choice of law provisions or rules.
  4. Subject to the provisions of Section 7 hereof, this Guarantee shall be binding upon and enforceable against the Grantor, its successors, or permitted assigns and legal representatives (including any successor by merger or consolidation or any transferee or all or substantially all of the properties or capital stock of the Guarantor), whether or not the Guarantor's obligations hereunder are expressly assumed by such successor, assignee, or transferee, and is for the benefit of the City and any of its successors and assigns under the Agreement.
  5. Each and every event of default under the Agreement shall give rise to a separate cause of action hereunder, and separate claims may be brought hereunder by the City as each cause of action arises. The Guarantor waives to the greatest extent permitted by law: notice of acceptance hereof; presentment and protest of any instrument, and notice thereof; notice of default; notice of foreclosure; notice of any modification, release or other alteration of any of the Obligations or of any security therefor and all other notices to which the Guarantor might otherwise be entitled. Should the Contractor default in the payment or performance of any of the Obligations, the obligations of the Guarantor hereunder with respect to such Obligations in default shall become immediately due and payable to the City without demand or notice of any nature, all of which are expressly waived by the Guarantor. Payments by the Guarantor hereunder may be required by the City on any number of occasions.
  6. No failure, omission or delay by the City in exercising any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege of the City.
  7. The Guarantor shall not assign its obligation hereunder nor substitute any Person in place of itself hereunder without first obtaining the express prior written consent of the City, which consent may be withheld by the City in its sole and absolute discretion.
  8. Upon payment by the Guarantor of any sum to the City hereunder, all rights of the Guarantor against the Contractor arising as a result thereof by way of right of subrogation or otherwise shall in all respects be subordinate, junior in right of payment to, and not exercisable until, the prior indefeasible payment and performance in full of all Obligations.

IN WITNESS WHEREOF, the Guarantor has executed this instrument the day and year first written above.

ATTEST: \_\_\_\_\_ (Guarantor)

By (signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT 8**

**PERFORMANCE BOND**

**CONTRACTOR** (name, principal place of business, and phone number):

**SURETY** (name, principal place of business, and phone number):

**CITY:**

City Manager  
City of Belleair Beach  
444 Causeway Boulevard  
Belleair Beach, FL 33786  
727.595.4646

**BOND No.:**

Date: \_\_\_\_\_

Amount: Five Hundred Thousand and 00/100 Dollars (\$500,000.00)

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_ (hereinafter "CONTRACTOR"), as Principal, and \_\_\_\_\_, (hereinafter "SURETY"), as Surety, are held and firmly bound unto the City of Belleair Beach, Florida (hereinafter "CITY"), as Obligee, in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, Directors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the SURETY states that it has read all of the "Exclusive Solid Waste Collection Agreement" (hereinafter "Agreement") that is attached hereto and incorporated herein by reference, and SURETY has carefully considered the CONTRACTOR's obligations and duties under the Agreement, including but not limited to the provisions of Sections 47 ("Breach and Termination of Agreement") and 52 ("Indemnification"); and

WHEREAS, the CITY's issuance of an exclusive franchise to the CONTRACTOR, and the CITY's execution of the Agreement with the CONTRACTOR, are contingent upon the execution of this bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the CONTRACTOR shall in all respects promptly and faithfully perform and comply with all of the terms and conditions of the Agreement, and CONTRACTOR's obligations thereunder, then this obligation shall be void; otherwise, the BOND shall remain in full force and effect, in accordance with the Agreement and the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the Agreement or to the work.
2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the CITY all losses, damages, expenses, costs, liquidated damages, and attorneys' fees, including fees incurred in appellate proceedings, the CITY sustains because of a default by the CONTRACTOR under the Agreement, up to the maximum amount of the BOND.
3. The fact that the CITY may extend the time within which the CONTRACTOR may perform its obligations shall not release the SURETY from its obligations under this BOND, whether such extension is made after notice to the SURETY or not, and the SURETY hereby consents that the CITY may extend the time for the CONTRACTOR's performance, without providing notice to the SURETY.
4. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the CITY shall promptly give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.
5. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall have the right to complete the work or performance on behalf of the CONTRACTOR, and for that purpose shall have all of the rights of the CONTRACTOR under the Agreement for the completion of performance.
6. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.
7. In the event there is a failure to perform the conditions of this obligation, the CITY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the CITY may do so without joining the CONTRACTOR in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the CONTRACTOR, and this BOND shall remain a continuing obligation on the part of the SURETY and the CONTRACTOR until the conditions of this BOND have been fully performed, including the resolution of third-party lawsuits.
8. It is understood and agreed that the obligation of the CONTRACTOR under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the CONTRACTOR or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.
9. Any proceeding, legal or equitable, under this BOND shall be instituted only in a state or federal court of competent jurisdiction in Pinellas County, Florida, and shall be instituted within the statute of limitations after the CONTRACTOR's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.

10. Notices to the SURETY, the CITY, and the CONTRACTOR shall be mailed or delivered to the addresses shown above.

11. The SURETY represents and warrants to the CITY that it has a rating of "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel or alter this BOND without providing at least 30 days' advance notice to the CITY.

CONTRACTOR AS PRINCIPAL  
Company: (Corporate Seal)

SURETY  
Company: (Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

FLORIDA RESIDENT AGENT FOR SURETY

\_\_\_\_\_

Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

NOTE: Power of attorney and certification of authority for issuance and current status thereof for Attorney-in-Fact and for Surety Company must be attached. Proof that Surety is licensed to transact business in the State of Florida must be submitted with this Bond.

## EXHIBIT 9

### LIST OF PROGRAM MATERIALS

<b>Newspaper</b>	Newspaper (loose or tied) including other paper normally distributed inside newspaper such as ads, flyers, etc. and other items made from newsprint such as advertising guides. Does not include bagged newspaper.
<b>Corrugated Cardboard</b>	Uncoated brown cardboard boxes with a wavy core (no plastic liners or waxy coatings). Includes clean pizza boxes. Does not include waxy or contaminated cardboard or cardboard within shrink wrap plastic, such as that from a case of bottled water.
<b>Magazines and Catalogs</b>	All magazines and catalogs, including glossy magazines.
<b>Mixed Paper</b>	Printed or unprinted recyclable paper including white, colored, coated and uncoated papers, envelopes, index cards, file folders, telephone books, paperboard, chipboard, Kraft paper, brown paper bags, mail, paperback books, blueprints, and other printed material on glossy and non-glossy paper. Does not include shredded, contaminated, waxy, or metallic paper.
<b>Aseptic Containers/ Cartons</b>	Gable-top cartons, aseptic juice boxes, and other similar containers made of coated paperboard.
<b>PET Bottles (#1)</b>	Clear and colored bottles and jars coded polyethylene terephthalate (PET #1). Examples include soda bottles, water bottles, food jars, etc. Does not include loose caps and lids.
<b>Natural HDPE Bottles (#2)</b>	Clear/natural plastic bottles coded high-density polyethylene (HDPE #2). Examples include milk jugs, vinegar bottles, and gallon water bottles. Does not include loose caps and lids. Containers >3 gallons are considered Bulky Rigid Plastics.
<b>Colored HDPE Bottles (#2)</b>	Opaque, pigmented plastic bottles coded high-density polyethylene (HDPE #2). Examples include detergent and shampoo bottles. Does not include loose caps and lids. Containers >3 gallons are considered Bulky Rigid Plastics.
<b>Non-Bottle PET Containers (#1)</b>	Clear and colored plastic non-bottle, non-jar containers coded PET #1. Examples include clamshell containers, fruit or vegetable platters, and some plastic drink cups.
<b>Non-Bottle HDPE Containers (#2)</b>	Wide-mouthed tubs and containers coded HDPE #2. Examples include large plastic coffee containers and plastic chip tubes, including lids. Containers >3 gallons are considered Bulky Rigid Plastics.
<b>PP Containers (#5)</b>	Clear and colored plastic containers coded PP #5. Examples include some dairy product cups and tubs, pill bottles, frozen food trays, and plastic drink cups. Does not include loose caps and lids. Containers >3 gallons are considered Bulky Rigid Plastics.
<b>Other Plastic Containers (#3,4,6,7)</b>	All plastic containers coded #3, #4, #6, or #7. Examples include some bottles, some drink cups, some clamshells, and Arizona Iced Tea™ gallon jugs.
<b>Bulky Rigid Plastics</b>	Non-container rigid plastic items such as crates, baskets, toys, refuse totes, lawn furniture, laundry baskets, and other large plastic items. Includes containers (e.g. flower pots, buckets, drums) greater than 3 gallons. Does not include electronic or electric toys, or bulky items consisting of mixed materials.
<b>Tin/Steel Cans</b>	Tin-plated steel cans, usually food containers and empty aerosol cans, including labels. Includes steel caps/lids.
<b>Aluminum Cans</b>	Aluminum soft drink, beer, food cans, and empty aerosol cans.
<b>Aluminum Foil and Trays</b>	Aluminum foil and food trays, such as disposable pie plates and catering trays. Does not include excessively dirty foil and trays.
<b>Glass Containers</b>	All clear, green, blue, and amber glass bottles and jars as well as broken container glass pieces.

## **EXHIBIT 10**

### **SPECIFICATIONS FOR GARBAGE CANS AND RECYCLING CARTS**

Garbage Cans shall be personally acquired by and maintained by each residential customer. The Collector need not service a Garbage Can if weight exceeds 60 pounds.

Recycling Carts: The carts must be compatible with standard American semiautomated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G). Carts must be designed to regularly receive and dump the following amount of waste material, excluding the weight of the cart, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008.

35 Gallon - 110 pounds

64 Gallon – 224 pounds

**EXHIBIT 11**

**LIST OF CITY PROPERTIES RECEIVING COLLECTION SERVICE**

444 Causeway Boulevard, Belleair Beach, FL 33786

## EXHIBIT 12

### SAMPLE CALCULATIONS FOR CPI ADJUSTMENTS

The following calculations use hypothetical values to demonstrate how the CPI adjustment should be determined. This hypothetical example assumes the first CPI adjustment will be effective on October 1<sup>st</sup> 2024.

#### CPI Adjustment on October 1<sup>st</sup> 2024

Current monthly Rate per Dwelling Unit: \$10.00

Percentage change in CPI for previous 12-month period: 1.7%

Calculation:  $\$10.00 \times 0.017 = \$0.17$

New monthly Rate per Dwelling Unit:  $\$10.00 + \$0.17 = \$10.17$

#### CPI Adjustment on October 1<sup>st</sup> 2025

Current monthly Rate per Dwelling Unit: \$10.17

Percentage change in CPI for previous 12 month period: 8.0%

Calculation:  $\$10.17 \times 0.04^* = \$0.4068$

New monthly Rate per Dwelling Unit:  $\$10.17 + \$0.40 = \$10.57$

\* Note: Pursuant to Section 38.3.3 of the Agreement, a single CPI adjustment to the Rate shall not exceed four percent (4%) in any year. Accordingly, the hypothetical CPI adjustment on October 1<sup>st</sup> 2025 would be limited to four percent (4%).

## EXHIBIT 13

### REQUIRED RECYCLING REGULATORY PROVISIONS

Pursuant to Florida Statutes § 403.706(22), the following required information is provided:

1. The strategy and obligation of the City to reduce the amount of contaminated residential recyclable material being collected is to assist the Contractor in reducing contamination in single-stream materials City-wide, to include assistance in public education and enforcement. The City will make efforts to educate businesses and residents on methods to reduce the introduction of contaminated recyclable material into the collection stream. The strategy and obligation of the Collector to reduce the amount of contaminated residential recyclable material being collected is to educate businesses and residents of the requirements and enforce its standards for the acceptance of single-stream materials.
2. The procedures for identifying, documenting, managing, and rejecting residential recycling containers, truck loads, carts, or bins that contain contaminated recyclable material will be that the Collector shall have the right to inspect recycle bins and to decline to remove any or all of the contents thereof if the Collector detects non-recyclable material therein. The Collector's Proposal must set forth the process it intends to use for documenting each instance where it rejects a recycle bin due to contaminating contents, and for subsequently reporting repeat violators to the Town for appropriate code enforcement action.
3. The remedies authorized by the City to be used if the Collector determines that a container, cart, or bin contains contaminated recyclable material are, first, customer education to be provided by the Collector in the form of written documentation, telephonic customer service interaction, and when useful in person interactions between a customer and Collector's field supervisors. In addition, Collector may propose reasonable and appropriate customer fees to defray the costs associated with these efforts. Repeat violators may also be referred to the City Code Enforcement Officer for potential issuance of citations for violation of the City's solid waste code.
4. The education measures that will be used to reduce the amount of contaminated recyclable material shall be those proposed by the Collector and approved by the City, which must include at a minimum written materials provided to each current and new customer specifically setting forth what materials are, and are not, approved to be placed in a recycle bin, as well as the posting of this information on the City's and Collector's websites. The enforcement measures to be used to reduce the amount of contaminated recyclable material within the City are those set forth in paragraph 3 above.
5. The City and Collector agree that the definition of the term "contaminated recyclable material" (recyclable material that is comingled or mixed with solid waste or other nonhazardous material) that is appropriate for the City's community in light of the prevailing market for the processing of such materials is: that portion of the Recyclable Materials stream that does not consist of materials in the definition of Program Recyclables. "Program Recyclables" means Recovered Materials or Recyclables collected comingled in a single container that is included in the City's recycling program. Program Recyclables shall include the following list of materials: all paper, all plastic bottles or containers, rigid and bulky plastics, glass food and beverage containers, and aluminum, tin, or steel bi-metal food and beverage containers. At the discretion of the City and upon reasonable notice to the Contractor, the definition of Program Recyclables may be amended as markets develop for additional or subtracted materials.

To ensure compliance with Title II of the Americans with Disabilities Act, Contractor shall develop, periodically revise, maintain, and publish to all customers in the City via its website and by reference in written customer orientation materials a program whereby persons who are disabled may obtain from the Contractor alternative forms of collection which would allow such customers to have access to the Contractor's solid waste and recycling collection services.

Pursuant to Florida Statutes § 403.706(22), the following required information is provided:

6. The strategy and obligation of the City to reduce the amount of contaminated residential recyclable material being collected is to engage in informational and educational efforts, either directly or through its chosen recycling provider, to encourage residents to recycle. The City will also be informed by the strategies and programs adopted by Pinellas County government.
7. The procedures for identifying, documenting, managing, and rejecting residential recycling containers, truck loads, carts, or bins that contain contaminated recyclable material will be that the Collector shall have the right to inspect recycle bins and to decline to remove any or all of the contents thereof if the Collector detects non-recyclable material therein. The Collector's Proposal must set forth the process it intends to use for documenting each instance where it rejects a recycle bin due to contaminating contents, and for subsequently reporting repeat violators to the City for appropriate code enforcement action.
8. The remedies authorized by the City to be used if the Collector determines that a container, cart, or bin contains contaminated recyclable material are, first, customer education to be provided by the Collector in the form of written documentation, telephonic customer service interaction, and when useful in person interactions between a customer and Collector's field supervisors. In addition, Collector may propose reasonable and appropriate customer fees to defray the costs associated with these efforts. Repeat violators may also be referred to the City Code Enforcement Officer for potential issuance of citations for violation of the City's solid waste code.
9. The education measures that will be used to reduce the amount of contaminated recyclable material shall be those proposed by the Collector and approved by the City, which must include at a minimum written materials provided to each current and new customer specifically setting forth what materials are, and are not, approved to be placed in a recycle bin, as well as the posting of this information on the City's and Collector's websites. The enforcement measures to be used to reduce the amount of contaminated recyclable material within the City are those set forth in paragraph 3 above.
10. The City and Collector agree that the definition of the term "contaminated recyclable material" (recyclable material that is comingled or mixed with solid waste or other nonhazardous material) that is appropriate for the City's community in light of the prevailing market for the processing of such materials is less than 75% of recyclable materials.



**Evaluation Committee Meeting  
Community Center, 1:00 PM**

**Tuesday, September 5, 2023  
City of Belleair Beach, Florida**

## **Minutes**

### **Roll Call**

#### **Evaluation Committee:**

- Kyle Riefler, City Manager
- Aaron Glanz, Community Services Administrator
- Ron Ciganek, Community Volunteer

### **Discussion of RFP 2023-01**

- Kyle Riefler presented his score card and the committee agreed that Waste Pro was the best proposal.
- Ron Ciganek mentioned Waste Connections had additional tabs to their proposal.
- Aaron Glanz concurred that Waste Pro had the most impressive transition plan.
- Committee agreed to recommend negotiations with Waste Pro.

Minutes Prepared by: Kyle Riefler, City Manager

Kyle Riefler Score Card RFP 2023-01

<b>TAB</b>	<b>WC</b>	<b>WM</b>	<b>WP</b>
<b>1</b>	0	1	1 WC addressed to Mr. O'Toole.
<b>2</b>	1	1	1
<b>3</b>	1	1	1
<b>4</b>	1	1	1
<b>5</b>	1	1	1
<b>6</b>	1	1	2 WP stand out transition plan.
<b>7</b>	2	0	1
<b>8</b>	1	1	1
<b>Overall</b>	1	1	2 WP best overall proposal.
	<b>9</b>	<b>8</b>	<b>11</b>