

Meeting Date: October 13, 2015

Agenda Item 47

REQUESTED COMMISSION ACTION:

 Consent X Ordinance Resolution Consideration Workshop

SHORT TITLE **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE ADDENDUM NO. 12 TO CONTRACT FOR COLLECTION AND DISPOSAL OF SOLID WASTE BETWEEN THE CITY OF POMPANO BEACH AND WASTE MANAGEMENT INC. OF FLORIDA EXTENDING THE TERM OF THE ORIGINAL AGREEMENT AND APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE NEW AGREEMENT FOR COLLECTION OF SOLID WASTE BETWEEN THE CITY OF POMPANO BEACH AND WASTE MANAGEMENT INC. OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

OR MOTION: _____

Summary of Purpose and Why: The Public Works Department has successfully completed the RFP process and has negotiated a new hauling contract with Waste Management. The new contract will commence March 1, 2016. This will allow for multiple educational flyers to be distributed; meetings with residents and businesses to occur; new carts to be ordered and distributed. In order to maintain services until the new contract commences, it is necessary to amend (Addendum #12) the 1984 contract.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Russell Ketchem, Solid Waste Manager
- (2) Primary staff contact: Robert McCaughan, Public Works Director Ext. 4097
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Public Works	<u>10/2/15</u>	<u>Approve</u>	<u>Robert McCaughan</u>
Finance	<u>10/2/15</u>	<u>Approve</u>	<u>S. Sibille</u>
Budget	<u>10-5-15</u>	<u>Approve</u>	<u>[Signature]</u>
City Attorney	<u>10/2/15</u>	<u>[Signature]</u>	<u>[Signature]</u>

 Advisory Board
 Development Services Director
 X City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading _____	1st Reading _____	Results: _____	Results: _____
2nd Reading _____	_____	_____	_____
_____	_____	_____	_____



Solid Waste Division
Russell S. Ketchem, Solid Waste Manager

City of Pompano Beach, Florida

1190 NE 3rd Avenue, Bldg B Pompano Beach, Florida 33060 | p: 954.786.5516 | f: 954.786.4011

MEMORANDUM

TO: Dennis Beach, City Manager

VIA: Robert McCaughan, Director Public Works *RM*

FROM: Russell Ketchem, Solid Waste Manager 

DATE: October 2, 2015

SUBJECT: Solid Waste Hauling Agreement

Overview:

October 2011 internal discussions began to discuss the City's solid waste system and existing contracts. It was decided that the City would hire a consultant to provide an assessment of the City's solid waste and recycling services system and provide options and recommendations for the City's future solid waste program. In February 2012, the City placed an RFP for solid waste services consulting. September 2012 the City entered into an agreement with Kessler Consulting. August 2013 Kessler Consulting provided a report that provided recommendations pertaining to the City's solid waste system based on the evaluation of industry trends and the applicability of those trends in the City's environment. After review of the report from Kessler Consulting, the City decided to move forward with an RFP for solid waste hauling services. October 2014 the City issued an RFP for solid waste hauling. March 2015 the City was provided authorization to negotiate a new solid waste hauling contract with the top ranked firm, Waste Management.

Current:

Staff has completed negotiations with Waste Management for a new hauling contract. This new contract provides many enhancements to the current services to Pompano Beach residents and commercial sectors.

In order to provide time to create, implement and distribute educational pieces; order and distribute new carts; and educate the public, the new solid waste hauling contract will not commence until March 1st 2016. During that time, the current (1984 Solid Waste Agreement) will continue under the terms of that agreement.

Below are some highlights to the new solid waste hauling contract.

- The term of the Contract is an initial 5-year contract with an option to renew contract with an expiration date of September 15th 2022. This will align both the solid waste hauling and disposal contracts, ultimately providing the City a better negotiating position for future contracts.
- The overall savings to the solid waste system is in excess of \$3,600,000 annually, and over \$25,200,000 for the length of the contract.
- The Contract provides for exclusive hauling rights for all residential and commercial materials, with the exception of commercial recovered materials and temporary commercial construction and demolition (C&D) removal less than 10 cubic yards. Typically, these are small home projects or roofing projects.
- The contract will become effective March 1st 2016.
- Under the terms of the 1984 contract, the hauling rates will remain unchanged during the October 1st 2015 annual rate adjustment. (Note: The disposal rates will be adjusted as per Disposal Agreement.)
- Educational outreach will start in December 2015. This effort will be from mailed printed materials, website, newsprint, residential HOA and commercial one-on-one meetings and door to door information distribution.
- Collection will move to 96-gallon roll carts for garbage and 65-gallon roll carts for recycling. Residents will start receiving the new carts in late January 2016.
- Residential collection of garbage will remain at twice per week; recycling services will remain at once per week; curbside bulk services will be once per week; and a residential bulk drop-off will be available once per week. This is a permanent bulk drop-off location which will be open each Saturday to allow residents to dispose of any bulky waste (including construction type debris).
- Multifamily and Trailer Parks will receive recycling as part of the solid waste service. AND are allowed to bring materials to the bulk waste drop-off location.
- A disposal true-up will occur annually. This will protect the City during times where the estimated tonnage is higher and will provide a refund if the tonnage is lower.
- New communication system to track customer complaints or concerns (Track Ease) will be implemented. This will provide quicker response and improve customer service.
- WMI will provide to the City \$50,000 annually for the administration of this Contract.
- A 12% franchise fee on temporary C&D roll-offs will be implemented.



City Attorney's Communication #2016-02

October 1, 2015

TO: Russell Ketchem, Solid Waste Manager

FROM: Carrie L. Sarver, Assistant City Attorney

RE: Ordinance – Addendum No. 12 to Contract for Collection and Disposal of Solid Waste and New Agreement for Collection of Solid Waste

As requested, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE ADDENDUM NO. 12 TO CONTRACT FOR COLLECTION AND DISPOSAL OF SOLID WASTE BETWEEN THE CITY OF POMPANO BEACH AND WASTE MANAGEMENT INC. OF FLORIDA EXTENDING THE TERM OF THE ORIGINAL AGREEMENT AND APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE NEW AGREEMENT FOR COLLECTION OF SOLID WASTE BETWEEN THE CITY OF POMPANO BEACH AND WASTE MANAGEMENT INC. OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Please feel free contact me if I may be of further assistance.


CARRIE L. SARVER

/jrm
l:cor/pw/2016-02

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE ADDENDUM NO. 12 TO CONTRACT FOR COLLECTION AND DISPOSAL OF SOLID WASTE BETWEEN THE CITY OF POMPANO BEACH AND WASTE MANAGEMENT INC. OF FLORIDA EXTENDING THE TERM OF THE ORIGINAL AGREEMENT AND APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE NEW AGREEMENT FOR COLLECTION OF SOLID WASTE BETWEEN THE CITY OF POMPANO BEACH AND WASTE MANAGEMENT INC. OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Addendum No. 12 to the Contract for Collection and Disposal of Solid Waste and the new Agreement for Collection of Solid Waste between the City of Pompano Beach, Florida, and Waste Management Inc. of Florida, copies of which Agreements are attached hereto and incorporated herein by reference as if set forth in full, are hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreements.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
9/28/15
L:ord/2015-528

**ADDENDUM NO. 12
TO CONTRACT FOR
COLLECTION AND DISPOSAL OF SOLID WASTE**

THIS ADDENDUM is made and entered this ____ day of _____ 2015, by and between the **CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and **WASTE MANAGEMENT INC. OF FLORIDA**, hereinafter referred to as the "CONTRACTOR."

WHEREAS, that a contract between the parties commenced on October 1, 1984, providing for the collection and disposal by CONTRACTOR of solid waste generated within the city and said Contract has been amended by Addendum No. 1 through Addendum No. 11 thereto (the "Contract"); and

WHEREAS, the Original Agreement, expires on October 31, 2015; and

WHEREAS, the parties desire to extend the term of the Original Agreement up to one hundred and fifty day (150) days.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and BOARD agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Agreement dated October 1, 1984, and subsequently amended, copies of which are attached hereto and made a part hereof as Composite Exhibit "A," shall remain in full force and effect except as specifically amended herein below.
3. The parties hereto agree to extend the Original Agreement up to one hundred and fifty (150) days.

4. All terms, covenants and conditions contained in the Original Agreement, with the exception of the provision for the extension, hereinabove, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained herein.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

WASTE MANAGEMENT INC. OF FLORIDA
a Florida corporation



Ronald Kaplan

Print Name

By: 



Tim Hawkins
Typed or Printed Name

Title: President



Luigi Pace
Print Name

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of September, 2015, by Timothy B. Hawkins as President of WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

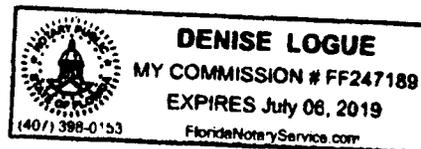


NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

MEB/cls
9/25/2015
L:agr/pw/2015-1659



**ADDENDUM NO. 12
TO CONTRACT FOR
COLLECTION AND DISPOSAL OF SOLID WASTE**

THIS ADDENDUM is made and entered this _____ day of _____ 2015, by and between the **CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and **WASTE MANAGEMENT INC. OF FLORIDA**, hereinafter referred to as the "CONTRACTOR."

WHEREAS, that a contract between the parties commenced on October 1, 1984, providing for the collection and disposal by CONTRACTOR of solid waste generated within the city and said Contract has been amended by Addendum No. 1 through Addendum No. 11 thereto (the "Contract"); and

WHEREAS, the Original Agreement, expires on October 31, 2015; and

WHEREAS, the parties desire to extend the term of the Original Agreement up to one hundred and fifty day (150) days.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and BOARD agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Agreement dated October 1, 1984, and subsequently amended, copies of which are attached hereto and made a part hereof as Composite Exhibit "A," shall remain in full force and effect except as specifically amended herein below.
3. The parties hereto agree to extend the Original Agreement up to one hundred and fifty (150) days.

4. All terms, covenants and conditions contained in the Original Agreement, with the exception of the provision for the extension, hereinabove, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained herein.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

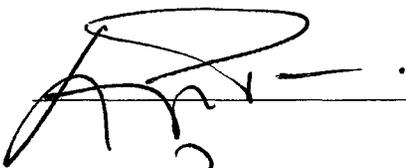
WASTE MANAGEMENT INC. OF FLORIDA
a Florida corporation



Print Name Ronald Kapleen

By: 

Tim Hawkins
Typed or Printed Name



Print Name Luigi Pace

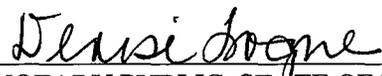
Title: President

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

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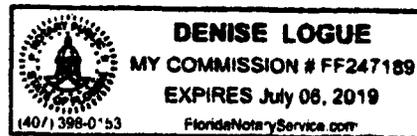


NOTARY PUBLIC, STATE OF FLORIDA

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Commission Number

MEB/cls
9/25/2015
L:agr/pw/2015-1659



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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

By: _____

DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

WASTE MANAGEMENT INC. OF FLORIDA
a Florida corporation



Print Name Ronald Kaplow

By: 

Printed or Typed Name Tim Hawkins



Print Name Luigi Pace

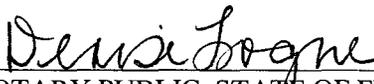
Title: President

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of September, 2015, by Timothy B. Hawkins as President of WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

MEB/cls
9/25/2015
L:agr/pw/2015-1659



A CONTRACT BETWEEN THE
CITY OF POMPANO BEACH
AND
BROWARD DISPOSAL,
A SUBSIDIARY OF WASTE MANAGEMENT, INC. OF FLORIDA

FOR
COLLECTION AND DISPOSAL
OF
SOLID WASTE

OCTOBER 1, 1984
THROUGH
SEPTEMBER 30, 1989

CONTRACT

The City of Pompano Beach, a municipal corporation of the State of Florida, Broward County, Florida, shall hereinafter be referred to as "the City" and Broward Disposal, a division of Waste Management of Florida, Inc., shall hereinafter be referred to as "the Contractor".

Now, therefore, in consideration of the mutual covenants, agreements and considerations contained herein, the City and Contractor hereby agree as hereinafter set forth:

1. EXCLUSIVE RIGHT

The City grants to the Contractor the continued exclusive right and obligation to provide solid waste collection services within the City boundaries, present and future. Contractor agrees to commence servicing any newly annexed areas within twenty-four (24) hours after official written notification by the City.

2. TERM

The term of this Contract shall be for a five (5) year period beginning October 1, 1984, and terminating September 30, 1989.

3. OPTION TO RENEW

The parties hereto may extend this Contract for subsequent five (5) year renewal terms by mutual consent in writing at least

120 days prior to the expiration of the current term or extension thereof. This Contract may be terminated by either party hereto at the end of the initial term or any extension thereof by giving written notice not less than 120 days prior to the expiration of the then current term.

4. SERVICES

A. Residential and Commercial: All persons occupying or maintaining a place of residence in single, duplex or triplex family dwelling, multiple dwelling and commercial establishments shall be provided regular solid waste collection services at least two (2) times per week under this Contract; provided, however, in the event garbage is not part of the solid waste generated at a commercial establishment, collection shall occur as deemed necessary and as determined between the Contractor and the commercial customer. All units are required to receive such service. The City in its discretion may adjust the required weekly pick-up for bulk containers.

B. BULK COLLECTION:

(1) Twice (2) a year, the Contractor shall at no charge provide bulk containers at three (3) locations designated by the City for the purpose of permitting the residents of the City to bring to the containers and to dispose of their bulk items. These containers will remain at the designated sites for two (2) days. Thereafter, the Contractor shall, at no charge, properly dispose of all such items which are deposited into the containers during such periods. The City shall be responsible for notifying the residents of the place and date of such free

bulk service.

(2) The City shall at all other times continue to pick up bulk items on a daily basis for the fee it establishes.

C. Collection of City Buildings:

(1) The Contractor shall collect the solid waste at all City buildings pursuant to rates hereafter set forth. However, the City shall be entitled to a credit of \$1,000.00 per month on each bill.

(2) The Contractor shall supply the City's Public Works Department at no charge one (1) 15 cu. yd. roll-out container.

(3) The City shall be given a credit by Contractor of \$10,000.00 per year towards the costs incurred by the City in disposing of waste at the Waste Management of Florida, Inc. landfill.

5. HOURS

A. Residential: Collections shall be made in residential areas beginning at 7:00 a.m., with no service on Sunday, except in the time of emergency or to maintain schedules due to holidays.

B. Commercial: Collections shall be made between the hours of 6:00 a.m. and 9:00 p.m., with the exception of shopping centers and primarily business and industrial centers, where collections at other hours at night or early morning do not disturb the immediate residential area.

6. SPILLAGE AND LITTER

The Contractor shall not litter premises in the process of making collections, but it shall not be required to collect any waste material that has not been placed in approved containers or in a manner not herein provided. During hauling, all solid waste shall be contained, tied or enclosed so that leaking, spilling or blowing are prevented. In the event of spillage by the Contractor, the Contractor shall promptly clean up the litter.

7. APPROVED CONTAINERS

Amounts and types of solid waste placed in containers for collection shall be stored in approved containers which are defined and described in Paragraph 15 of this Contract.

8. UNAPPROVED CONTAINERS

The Contractor shall not be required to collect solid waste unless it is in approved containers, except as provided for in special haul services.

9. SPECIAL MATERIALS

The Contractor shall provide haul service for materials not routinely generated in residential areas. Said materials, i.e. construction debris, animal bedding, or other unusual materials shall be stored and placed in a manner approved by the City and the Contractor.

10. EXTRA-ORDINARY MATERIALS

Hazardous wastes, body wastes, dead animals, abandoned vehicles, vehicle parts, large equipment and parts thereto will not be collected by the Contractor unless specifically requested by the generator and agreed to by the Contractor.

11. COLLECTION EQUIPMENT

The Contractor shall have on hand at all times, in good working order, such equipment as shall permit the Contractor, adequately and efficiently, to perform its duties hereunder.

Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment shall be of the enclosed, loadpacker type and all equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. The Contractor shall have available to it at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond, in size and capacity, to the equipment used by the Contractor to perform its duties hereunder.

12. OFFICE

The Contractor shall establish and maintain an office within the City of Pompano Beach where such service may be applied for and complaints can be made. It shall be equipped with sufficient telephones, shall have a responsible person in charge during collection hours, and shall be open during normal business hours, Monday through Friday 8:30 a.m. to 5:00 p.m., and Saturday 8:30 a.m. to 12:00 p.m. All complaints received shall be expeditiously handled in the manner set forth in Paragraph 23 hereafter.

13. TITLE TO WASTE

Contractor shall have vested title to all solid waste materials generated and picked up by the Contractor within the

city limits of the City. The City shall have the right to direct the site of disposal of all solid wastes collected by the Contractor under this Contract.

14. DISPOSAL

All solid waste for disposal shall be hauled to a site or facility legally empowered to accept it for treatment or disposal as approved by the appropriate governing agencies.

15. DEFINITIONS

A. Types of Structures Serviced:

(1) Business -- shall mean and include all retail, professional, wholesale and industrial facilities and any other commercial enterprises offering goods or services to the public.

(2) Commercial -- shall mean and include all transient multi-dwellings and businesses.

(3) Duplex -- shall mean and include a detached two-family structure designed or intended for occupancy by two (2) families.

(4) Industrial -- shall mean establishments generating waste accumulation of metal, metal products, minerals, chemicals, rock, cement, asphalt, tar, oil, grease, glass, crockery, rubber, tires, bottles, cans, lumber, sawdust, wastes from animal packing or slaughterhouses or other materials usually created by industrial enterprises.

(5) Multi-dwelling -- shall mean and include any building or structure containing four (4) or more contiguous living units and intended exclusively for residential single persons or families. Each unit of a multi-dwelling shall be

considered a separate dwelling unit for purposes of billing, unless the multi-dwelling uses a bulk container.

(6) Residence -- shall mean and include a detached single-family structure designed or intended for occupancy by one person or by one family. Each trailer in a non-containerized area shall be deemed a "residence", each pad space shall be deemed a single-family structure.

(7) Triplex -- shall mean and include a detached three-family structure designed or intended for occupancy by three (3) families.

B. Other Terms:

(1) Container -- shall mean and include any detachable metal container designed or intended to be mechanically dumped into the packer-type garbage truck used by Contractor and varying in size from one (1) to eight (8) cubic yards.

(2) Garbage -- shall mean and include all waste and accumulation of animal, fruit or vegetable matter that attends of any nature whatsoever, which is subject to decay, putrefaction, and the generation of noxious and offensive gases or odors or which may serve as breeding or feeding material for flies or other germ-carrying insects.

(3) Garbage Can -- shall mean and include any cylindrical, light-gauge steel, plastic or galvanized receptacle, closed at one end and opened at the other, furnished with a top or lid and appropriate lifting device and of not more than thirty-two

(32) gallon capacity and not weighing more than sixty (60) pounds when full; it shall also mean plastic bags or liners not exceeding thirty (30) pounds gross weight securely tied at the top.

(4) Hazardous Materials -- shall mean wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics and those designated by Federal, State and local law, ordinance or regulation.

(5) Horticultural Trash -- shall mean accumulation of lawn, grass, or shrubbery cuttings, or clippings and dry leaf rakings, palm fronds, small tree branches, (which shall not exceed four (4) feet in length and four (4) inches in diameter), bushes, or shrubs, green leaf cuttings, coconuts, fruits, or other matter usually created as refuse in the care of lawns and yards, except large branches, trees, or bulky or non-combustible materials not susceptible to normal loading and collection in load-packer type sanitation equipment used for regular collections from domestic households. Tree trimmings and palm fronds shall be tied in bundles not exceeding four (4) feet in length, not weighing over fifty (50) pounds and placed at the curb for pickup.

(6) Non-containerized Business -- shall mean and include any business, apartment or other structure whose garbage and trash is deposited and collected by means other than a container.

(7) Receptacle -- shall mean any can, container or other waste holder as defined herein or which is required or

permitted to be used for the collection or disposal of solid waste under this Contract.

(8) Special Material -- shall mean those bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle.

(9) Solid Waste -- shall mean any garbage, trash, or other material defined herein or which is required or permitted to be collected or disposed of under this Contract.

16. CHARGES AND RATES

For any services required to be performed under this Contract, the charges shall not exceed the rates as fixed or provided by this Contract or any agreed change hereto. For solid wastes collected in the manner herein provided, the rates shall not exceed the following:

A. Garbage and Horticultural Trash:

(1) Residence, duplex and triplex without bulk containers:

Residence	7.25 per month for 2 cans 2 times per week
Duplex	6.90 per month for 2 cans 2 times per week
Triplex	6.57 per month for 2 cans 2 times per week

(2) Residence, duplex, triplex and multiple dwellings with

a) noncompactor-type bulk containers \$2.75 per cubic yard per pickup plus rental and maintenance charges as set out in Schedules A, B, C.

b) compactor-type bulk containers \$9.35 per compacted cubic yard plus rental and maintenance charges as set out in Schedules A, B, C.

(3) Multiple dwellings of four
(4) or more units without

- bulk containers \$5.18 per unit per month
- (4) Commercial establishments without bulk containers \$10.00 per month for two garbage receptacles plus 5.00 per month for each additional garbage receptacle.
- (5) Trailer Parks. The charge for collections shall be \$7.01 per month per pad space for each trailer park. Trailer parks using bulk containers shall pay the rental and maintenance charges as set out in Schedule A, B, and C, plus \$2.75 per cubic yard per pickup of the bulk containers. The charges provided in this chapter for trailer parks shall be billed at the end of each month to the operator of the trailer park.
- (6) Bulk Containers. The charges for bulk containers shall be billed to and payable by the owner or lessee of the building or buildings which the bulk container services or the person requesting the collection service. However, where one bulk container serves more than one building and the buildings are owned or leased by different persons, the owners or lessees shall determine among themselves who shall be responsible for the payment for the service charge.
- (7) Commercial Business with:
- a) noncompactor-type bulk containers \$3.26 per cubic yard per pickup plus rental and maintenance charges as set out in Schedules A, B, C.
- b) compactor-type bulk containers \$11.08 per compacted cubic yard plus rental and maintenance charges as set out in Schedules A, B C.

(8) In the event the City determines, after notice and hearing, the Contractor is charging a customer a rate lower than that set out in this Agreement, after the effective date of the rates in this Agreement, said rate shall then be applied to all customers in that particular category for comparable service.

B. Non-accessible Locations: Buildings, either residential

or commercial in nature, so constructed as to be non-accessible by normal collection equipment shall be subject to rates negotiated between the Contractor and the building owners and/or tenants.

C. Special Haul Service: For items requiring special handling due to size, weight, type of material, or method of placement, the charges are to be negotiated between Contractor and generator prior to collection. If agreement cannot be reached, the matter may be submitted to the City, and the City's decision shall be binding.

D. Disposal Fees: Fees charged by any legally empowered facility to accept solid waste are subject to change and any increase or decrease thereof may be passed down to customers subject to the City's approval, which approval shall not be unreasonably withheld. Contractor agrees it will not submit a request to the City for an increase in rates due to a change in disposal fees until after October 1, 1986, unless such a request is necessitated by extraordinary circumstances.

E. Effective Date: The rates agreed upon in this Contract shall become effective as of February 1, 1984.

17. LOCATION

All solid waste, both residential and commercial, shall be placed at a location, prior to scheduled collection, that is readily accessible to the Contractor's personnel.

A. Residential: Household garbage must be in receptacles which shall be placed at a single backdoor collection point. Horticultural trash must be in receptacles or tied in bundles and placed at a single collection point within six (6) feet of the

curb.

B. Commercial: Bulk containers shall be kept on the premises in a place near the street, readily accessible to the collection vehicle. Non-containerized business shall have refuse in approved receptacles which shall be placed at a single collection point, readily accessible to the collection crew and vehicle.

18. CHANGE IN COST OF DOING BUSINESS

Beginning on and after October 1, 1986, the fees or compensation payable to the Contractor for the third and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of doing business, measured by fluctuations in the Transportation Index as a component of the Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics for the U.S. City Average. At the start of the third year (October 1, 1986) of the Contract and every year thereafter, the fees or compensation shall be increased or decreased by a percentage amount of 80% of the percentage change (as computed over a twelve month period) in the Transportation Index but not to exceed 7% in any one year computed as follows:

For the Contract year beginning October 1, 1986, the net change shall be the difference between the Transportation Index for June, 1985 and the Transportation Index for June, 1986. Adjustment for subsequent contract years shall be based upon the latest June Transportation Index figures available, i.e.: the

adjustment for the contract year beginning October 1, 1987 shall be based upon the difference between the Transportation Index for June, 1986 and the Transportation Index for June, 1987. Computations shall be made similarly each year thereafter.

If, for example, the Transportation Index for June, 1985 is "30" and it is "32.25" in June of 1986, the net percentage change for this period is an increase of 7.5%. Eighty (80%) percent of that net percentage change is 6%. Hence, since this latter figure is less than the maximum 7% increase for any one year, each fee and compensation under the Contract for the contract year beginning October 1, 1986 would be increased by 6%.

19. UNUSUAL COSTS

Provision is made in paragraph 18 of adjust the base fees payable to the Contractor annually by fluctuations in the Transportation Index.

A. Unusual Costs or Changes: The Contractor may petition the City for rate adjustments at reasonable times on the basis of unusual changes in its cost of doing business; such as, but not in limitation, revised laws, ordinances, or regulations; or changes in disposal sites or rates.

B. Designation of Disposal Site: The City shall have the right to designate any licensed disposal site located within Broward County for the disposal of solid waste collected by the Contractor under this Contract. Should the City designate a site other than the North Broward Landfill site presently utilized by the Contractor, as for example, a resource recovery site located in Broward County, then the charges under this Contract shall be

changed to reflect the differences (whether an increase or decrease) between the disposal charges at the prior site as previously approved by the City under this Contract and those in effect at the new site at the time of any such site change.

C. Renegotiation by the City:

(1) The City, at its option, may request to renegotiate any term of this Contract and the Contractor agrees to participate in any such renegotiation. If a renegotiation of the rate structure is requested, the parties agree that one factor to be considered in such renegotiation shall be the rates in effect at that time in other cities in Broward County for the same or similar services.

(2) If at any time the City chooses to require the Contractor to assume the billing to, and collection from, customers who are now billed by the City, the Contractor shall do so after receipt of at least ninety (90) days written notice from the City. The fee to be charged by the Contractor shall be negotiated between the City and the Contractor prior to the Contractor commencing said billing service, but in no event shall the Contractor charge more than seventy-five (75) cents per unit, per month for such billing service. The City agrees to assist the Contractor in every way to insure that the bills which are sent by the Contractor are paid. Contractor shall bill customers in the same manner it bills the same type of customer it has in other cities.

20. BILLING

A. Non-Containerized Residential Accounts: Contractor shall bill the City for services rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 25th day following the end of said month. Said billing and payments shall be based upon the units being serviced as of the 15th of each said month, excluding the containerized accounts and trailers. The City shall send a certified statement to the Contractor attesting to the units on or before the 25th of the month to be billed and the City shall verify said statement. The units shall be multiplied by the price rates and schedules set forth in paragraph 16. Multiple dwellings of four (4) or more units without bulk containers shall be permitted to have the option of being charged at the per unit rate as set out in paragraph 16(A)(3) or at the garbage receptacle rate as set out in paragraph 16(A)(4).

B. Containerized Accounts, Multiple Dwellings: Contractor shall bill multiple dwelling accounts for services, container rental, and maintenance charges according to Schedules A, B and C herein set forth plus Two Dollars and Seventy Five Cents (\$2.75) per cubic yard per pick-up for loose solid waste and Nine Dollars and Thirty Five Cents (\$9.35) per cubic yard per pick-up for compacted waste.

C. Commercial Establishments: Contractor shall bill commercial accounts for services, container rental, and maintenance charges according to Schedules A, B, and C herein set forth plus Three Dollars and Twenty Six Cents (\$3.26) per cubic yard per pick-up for loose solid waste and Eleven Dollars

and Eight Cents (\$11.08) per cubic yard per pick-up for compacted waste.

D. Trailer Parks: Contractor shall bill operator of trailer park Seven Dollars and One Cent (\$7.01) per trailer pad per month.

E. Purchase of Bulk Containers: Any customer serviced by the Contractor may purchase a bulk container if:

(1) The customer agrees to hold the Contractor harmless from any damage to or caused by said container; and

(2) The container complies and is compatible with at least the same minimum requirements prescribed by this Contract for the same type of containers, if owned by the Contractor; and

(3) The customer provides a certificate of insurance naming the Contractor a co-insured on said container; and

(4) The customer in writing acknowledges and agrees that the Contractor is not responsible in any way for the container's repair or maintenance.

SCHEDULE "A"

<u>Container Size</u>	<u>Monthly Rental and Maintenance Charge</u>
2 cubic yards	<u>\$11.11</u>
3 cubic yards	<u>\$13.89</u>
4 cubic yards	<u>\$16.67</u>
6 cubic yards	<u>\$19.44</u>
8 cubic yards	<u>\$22.22</u>

The Contractor shall provide no collection service for bulk containers greater than eight (8) cubic yards. Collection of all such containers must be privately contracted for by the user

thereof.

SCHEDULE "B"

Additional charge for short rollout of containers, size 2-4 cubic yards

1 x per week	\$11.11 per month per container
2 x per week	\$22.22 per month per container
3 x per week	\$33.33 per month per container
4 x per week	\$44.44 per month per container
5 x per week	\$55.55 per month per container
6 x per week	\$66.66 per month per container

Additional charge for "long" or inclined rollouts, size 2to4 cubic yards

1 x per week	\$16.67 per month per container
2 x per week	\$33.33 per month per container
3 x per week	\$50.00 per month per container
4 x per week	\$66.66 per month per container
5 x per week	\$83.33 per month per container
6 x per week	\$99.99 per month per container

Any container requiring casters shall be charged an additional Three Dollars and Thirty-three Cents (\$3.33) per month maintenance, per container.

SCHEDULE "C"

Rental charges for compactor type bulk containers

<u>Container size</u>	<u>Monthly Rental and Maintenance Charge</u>
2 cubic yards	<u>\$33.33</u>
3 cubic yards	<u>\$41.66</u>
4 cubic yards	<u>\$50.55</u>
6 cubic yards	<u>\$58.33</u>
7 cubic yards	<u>\$66.66</u>

21. NEW AND DISCONTINUED SERVICE

A. The Contractor shall commence service at any location within the Contract area upon written notice from the Public Works Department.

B. The Contractor shall discontinue collection service at any location when set forth in a written notice sent by the City. Upon further written notification by the City, the Contractor shall resume service.

C. The Contractor shall discontinue collection service at any residence, duplex, triplex or non-containerized multiple dwelling whenever the City determines that any residence, duplex, triplex or non-containerized multiple dwelling will remain continuously unoccupied for a period of no less than three (3) months. In such event, the City shall notify the Contractor, in writing, to discontinue service at any such residence, duplex, triplex or non-containerized multiple dwelling and all charges for collection service at that location will thereafter be abated until the City directs, in writing, the Contractor to resume all collection services and the Contractor does so.

D. If any dispute should arise as to how many units are actually being serviced, e.g. how many units in any duplex are being serviced, it shall be the responsibility of the City to investigate and determine the actual number and thereafter inform the Contractor in writing.

22. PAYMENTS TO CONTRACTOR

All payments due to the Contractor by the City shall be made

out of funds under the control of the City in its public capacity. No commission member nor officer of the City of Pompano Beach is or will be held personally liable for any such payment to the Contractor under any circumstances whatsoever.

23. COMPLAINTS

All complaints received by the Contractor by 12:00 noon shall be resolved the same work day. The Contractor agrees to make all reasonable and expeditious efforts to resolve every complaint. The Contractor shall prepare a form or maintain a register in its Pompano Beach office, on a form approved by the City, on all complaints and indicate the disposition of each. Such records shall be available for City inspection at all times during business hours. The form shall indicate the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received after 12:00 noon or on the day preceding a holiday or on a Saturday after 12:00 noon, it shall be serviced on the next working day.

24. NOTIFICATION OF CUSTOMERS

The Contractor and City shall agree as to which will notify all customers about complaint procedures, rates, regulations and day(s) of collection.

25. ROUTES AND SCHEDULES

The Contractor shall periodically provide the City with schedules of residential collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall notify each customer affected by mail or news

media not less than one (1) week prior to the change.

26. CONTRACTOR'S PERSONNEL

A. The Contractor shall assign a qualified person or persons to be in charge of its operations in the City and shall give the name or names to the City; information regarding experience shall also be furnished.

B. The City has the right to require that the Contractor's collection employees wear a clean uniform or shirt bearing the Contractor's name.

C. Each employee shall, at all times, carry a valid driver license for the type of vehicle being driven.

D. The City may request the dismissal of any employee of the Contractor who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.

E. The Contractor shall provide operating and safety training for all personnel.

F. Wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by Local, State or Federal governments.

G. No person shall be denied employment by the Contractor for reasons of race, sex, age, creed, national origin or religion.

27. COLLECTION SERVICES

For the collection of horticultural trash and solid waste from residences, multi-dwellings, businesses and other establishments in the City of Pompano Beach, the Contractor shall

do and perform the following:

A. Furnish residential solid waste and horticultural trash collection service to all persons occupying or maintaining a place of residence in single, duplex, or triplex family dwellings within the Contract area. Two (2), thirty-two (32) gallon cans of solid waste shall be collected at the back door two (2) times per week and an unlimited number of cans or properly bundled and tied bags of horticultural trash shall be collected, if placed within six (6) feet of the curb, at least twice each week. The said collections shall be made beginning at 7:00 a.m., with no service on Sundays, except in time of emergency or to maintain schedules due to holidays. Where underground cans exist, and after dumping by the Contractor, the Contractor agrees to properly replace each can and to reclose each lid covering it.

B. Furnish to commercial establishments, including but not limited to multi-dwellings, institutions, business and industrial units operated or carried on in the Contract area, commercial solid waste and horticultural trash collection service two (2) times per week if garbage is part of the solid waste generated, and if not, as is deemed necessary and as established between the Contractor and the customer. Where necessary to protect the public health, the City shall have the authority to require more frequent collections and require the user to pay for such additional service. The City in its discretion may adjust the required weekly pick-up for bulk containers.

C. The Contractor may sell containers at a reasonable price or furnish containers for a reasonable rental or maintenance fee

to all businesses and other establishments which generate more than two (2) cubic yards of refuse per week, which containers shall be picked up and emptied at such times as shall insure adequate and sanitary refuse removal services at such locations.

D. Deposit all horticultural trash and solid waste collected hereunder in approved sites or facilities legally empowered to accept it as approved by the County and State agencies.

E. All solid waste required to be collected by the Contractor under subparagraphs (A) and (B) hereof shall be placed in garbage cans, containers or bags. All residences, noncontainerized businesses and noncontainerized multi-dwellings shall provide garbage cans in such number as to receive and retain, without spillage, solid waste accumulation of four (4) days from each such residence, business or dwelling unit.

F. All routing and scheduling of trucks used by the Contractor for the pickup of trash and solid waste from cans or containers shall be left to the discretion of the Contractor. The schedule of pickups during each week shall be spaced as reasonably equal as possible so as to assure maximum efficiency of operation and to accomplish the purposes of this Contract.

G. All garbage cans at residences, noncontainerized businesses and noncontainerized multi-dwellings shall be readily accessible to the Contractor's crew. All containers at containerized businesses or containerized multi-dwellings shall be readily accessible by the collection vehicle and not blocked.

H. The Contractor shall not be required to, but may, pick up solid waste on legal holidays.

I. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to perform their duties hereunder.

J. Under no circumstances will the Contractor be obligated to supply garbage cans for noncontainerized residences, multi-dwellings, businesses or other establishments.

K. Contractor agrees to cooperate with the City to replace all containers off all public right-of-way.

L. The Contractor shall make collections of solid waste and horticultural trash with as little disturbance as possible. Garbage cans shall be thoroughly emptied and left at the premises where they are found. Solid waste may be transferred from garbage cans to tubs, hampers, or other receptacles in carrying solid waste to collection trucks or other solid waste removal equipment.

28. CLASSIFICATION FOR BILLING PURPOSES

The billings for the categories of structures to be serviced under this Contract (i.e., for single family residences, duplex, triplex, and multi-dwellings) shall be classified so as to be consistent with the City's zoning code.

29. BANKRUPTCY

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Contract shall terminate effective on the day and at the time the bankruptcy petition is filed.

30. ARBITRATION

In addition to any other remedy provided hereunder, the City, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Contract if arbitration is elected by the City. Any controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event arbitration is elected by the City, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

31. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

32. LAW TO GOVERN

This Contract shall be governed by the laws of the State of Florida both as to interpretation and performance.

33. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws.

34. SEVERABILITY

Umbrella Liability -- \$1,000,000 combined single limit to protect itself, its agents, and its employees from claims for damages for personal injury, including wrongful and accidental death, and property damage which may arise from operation under the Contract, whether such operations be performed by itself or its employees. The policy or policies shall name the City as an additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City thirty (30) days notice in writing.

While no minimum policy period will be required by the City, it is expected that long-term policies will be utilized in order to obtain lower premiums. Insurance shall include all documents issued by all insurance companies licensed to do business in this State.

39. INDEMNITY

The Contractor will defend, indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees resulting from injury to persons or damage to property arising out of work done in the performance of this Contract. The City reserves the right to retain counsel of its choice at its own expense, or, in the alternative, approval of counsel obtained by the Contractor.

40. ASSIGNMENT AND SUB-LETTING

No assignment of the Contract or any right accruing under

If any provision of the Contract shall be declared illegal, void, or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

35. PERMITS AND LICENSES

The Contractor shall obtain, at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

36. PERFORMANCE BOND

The Contractor shall furnish to the City a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). It shall be executed by a surety company licensed to do business in the State of Florida and on the list of surety companies approved by the Treasurer of the United States.

37. WORKERS' COMPENSATION INSURANCE

The Contractor shall provide and maintain during the life of the Contract, Workers' Compensation Insurance, in accordance with the laws of the State of Florida, for all its employees. A Certificate shall be filed with the City by the insurance carrier showing such insurance to be in force at all times.

38. LIABILITY INSURANCE

The Contractor shall provide and maintain during the life of the Contract, Automotive Public Liability and Property Damage Insurance and Umbrella Coverage in the following amounts:

Automotive Public Liability -- \$500,000 combined single limit
Property Damage -- \$500,000 per any one claim

this Contract shall be made in whole or part by the Contractor without the express written consent of the City Commission. In the event of any assignment, the assignee shall assume the liability of the Contractor.

41. BOOKS AND RECORDS

The Contractor shall keep records of solid wastes collected and charges therefor, and the City shall have the right to review those records.

42. POINT OF CONTACT

All dealings, contacts, notices, etc., between the Contractor and the City shall be directed by the Contractor to the City Manager, City of Pompano Beach, 101 S.W. First Avenue, Pompano Beach, Florida 33061 and by the City to the Manager, Broward Disposal, a Division of Waste Management, Inc. of Florida, 201 N.W. Twelfth Avenue, Pompano Beach, Florida 33060.

43. NOTICE

A letter addressed and sent by certified, return receipt requested, United States Mail to either party at its business address shown hereinabove shall be sufficient notice whenever required for any purpose in this Contract.

44. EFFECTIVE DATE

This Contract shall become effective, and the Contractor shall begin collection of the solid wastes as covered herein, October 1, 1984. However, the newly agreed upon charges and rates, as set forth herein, shall become effective as of February 1, 1984. All accounts which have been billed after February 1, 1984, which have been calculated at the higher rate in effect

under the Contract in existence immediately prior to February 1, 1984, shall be given a credit equal to the difference between the old rate actually charged and the new rate that should have been charged beginning February 1, 1984.

45. MODIFICATION

This Contract constitutes the entire Contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect, unless done so in writing in a document of equal dignity hereto, and signed by the parties hereto.

46. LIQUIDATED DAMAGES

As a breach of the service provided by this Contract would cause serious and substantial damage to the City and its occupants, and the nature of this Contract would render it impracticable or extremely difficult to fix the actual damage sustained by the City by such breach, it is agreed that, in case of breach of service, the City may elect to collect liquidated damages for each such breach and the Contractor will pay the City, as liquidated damages and not as penalty, the amounts set forth below; such sums being agreed as the amount which the City will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the City may have as to any subsequent breach of service under this Contract.

A truck beginning residential collections prior to 7:00 a.m.	\$50.00 per day
Failure to collect missed pickup within	\$20.00 each -- not

the time set forth in paragraph 23

to exceed 10
complaints per truck
per day

Repetition of complaints on a route after notification, e.g. to replace cans or detachable container in designated location, spilling, not closing gate, crossing planted areas, or similar violations.

\$4.00 each -- not to exceed 10 complaints per truck per day

Such liquidated damages as the City shall elect to collect will be deducted from the monthly payments due the Contractor.

47. DEFAULT OF CONTRACT

Should the Contractor abandon, delay unnecessarily in the performance of, or in any manner refuse or fail to comply with any of the terms of this Contract or neglect or refuse to comply with the instructions of the Public Works Director relative thereto, the Public Works Director shall notify the Contractor, in writing, of such abandonment, delay, refusal, failure, or neglect and direct him to comply with all provisions of the Contract. A copy of such written notice is to be mailed to the surety on the Performance Bond and delivered to the City Manager. The City Manager shall hear the matter at open session within ten (10) days after receipt of such written notice from the Director and shall, not less than five (5) days prior to the date of such hearing, notify the Contractor and the surety on the Performance Bond of the date and place thereof. The Contractor agrees to be present at such hearing and show cause why the Contractor has abandoned, delayed, refused, failed or neglected to comply with the terms of the Contract.

Should the Contractor fail to appear or fail to show cause

why it has abandoned, delayed, refused, failed or neglected to comply with the terms of the Contract to the satisfaction of the City Manager, the City Manager may, with the consent of the City Commission by resolution, declare a default of the Contract and notify the Contractor and the surety on the Performance Bond of such declaration of default or the City Manager may take such other action as he or she may deem advisable.

Upon receipt by the Contractor of such declaration of default, the Contractor agrees that it will discontinue the work, whereupon the surety on the Performance Bond shall, within ten (10) days of such declaration of default, assume the work the City Manager has ordered discontinued by Contractor and proceed to perform the same at its own cost and expense.

Upon such declaration of default, all payments remaining due the Contractor at the time of default, less amounts due the City from the Contractor and less all sums due the City for damage suffered or expenses incurred by reason of default, shall be due and payable to such surety. Thereafter, the surety shall receive monthly payments equal to those that would have been paid the Contractor had such Contractor continued to perform the Contract.

If such surety fails to perform, the City Manager may complete the Contract, or any part thereof, either by day labor or by reletting a Contract for the same, to procure other vehicles, equipment and facilities necessary for the completion of the Contract, and to charge the cost of same to the Contractor or the surety, or both, together with the costs incident thereto.

In the event the City Manager completes the Contract at a

lesser cost than would have been payable to the Contractor under such Contract, if the same had been fulfilled by said Contractor, then the City shall retain such differences. Should such cost to the City be greater, the Contractor or surety, or both, shall be liable for and pay the amount of such excess to the City.

48. ANNEXED AREAS

In those areas annexed into the City, commercial establishments that are parties to existing solid waste collection contracts may be permitted to finish the term of that Contract but shall not renew said existing Contract, nor may any Contract run longer than two (2) years from the effective date of the annexation. Proof as to the term of an existing Contract shall be provided by the commercial establishment to the City.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract on the respective date(s) below each signature.

CITY OF POMPANO BEACH, FLORIDA
a municipal corporation

(CITY SEAL)

by: Emma Lou Olsen
Mayor

Attest:

by: Jane P. J. J. J.
City Manager

Jean Beffore
Deputy City Clerk

Approved as to form:

Donald J. J. J.
City Attorney

5/23/84
Date

BROWARD DISPOSAL, a Division of
Waste Management, Inc. of Florida
a Florida Corporation

(CORPORATE SEAL)

by: William P. Huggins
President

Attest:

Anthony Covert
Asst. Secretary

Date

5-10-84

ACKNOWLEDGMENT OF CONTRACTOR

STATE OF FLORIDA)
) ss..
COUNTY OF BROWARD)

On this 21st day of May, 1984, before me personally came and appeared W.P. Sullivan and A. Corrente to me known, who being by me duly sworn, did depose and say that they reside at Broward County, Florida and that they are the President and ^{Asst} Secretary, respectively, of Waste Management of Florida, Inc., the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that they are the proper officials of said corporation designated to execute such Contract; that they have authority to do so; that they executed the same for and in behalf of said corporation; and that their act is the act and deed of said corporation.

WITNESS my hand and official notarial seal at St. Lauderdale, Florida the day and year above written.

Kathleen E. Kalbach
Notary Public

My Commission Expires: **Notary Public, State of Florida**
My Commission Expires April 9, 1985
Bonded Through Troy Fair - Insurance, Inc.

ACKNOWLEDGEMENT OF CITY

STATE OF FLORIDA)
) SS..
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this 23 day of May, 1984, personally appeared before me Emmanuel Olson, Mayor, James E. Saperlund, Acting City Manager, and Jean Bejman, Deputy City Clerk, respectively, of the City of Pompano Beach, a municipal corporation of Florida, and they acknowledged that they executed the foregoing instrument as the proper City officials of the City of Pompano Beach, Florida, and the same is the act and deed of said City of Pompano Beach, in the State and County aforesaid, this 23 day of May, 1984.

Shirley N. Meredith
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 31 1985
BONDED THRU GENERAL INS. UNDERWRITERS



**CITY OF POMPANO BEACH
AGREEMENT FOR
RESIDENTIAL AND COMMERCIAL
SOLID WASTE COLLECTION SERVICES**

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AGREEMENT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

ARTICLE 1. DEFINITIONS

For the purposes of this Agreement, the definitions contained in this Article shall apply unless otherwise specifically stated.

Agreement or **Franchise Agreement** shall mean this contractual agreement between the City and the Franchise Collector for the collection of Solid Waste, Recovered Materials, and other services as described herein and the attached exhibits.

Applicable Law shall mean all applicable Federal and laws of the State of Florida, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

Bulk Waste shall mean items in such a size and/or quantity that precludes or complicates the materials to be containerized for normal Solid Waste collection service. Bulk Waste may include household goods such as appliances, furniture, mattresses, box springs, carpet, draperies, toilets, sinks, and bathtubs and other miscellaneous materials that are normally found in a residential household; as well as Yard Waste and other miscellaneous trash not previously defined that is of a household, noncommercial, and non-hazardous nature. Bulk Waste shall exclude Unacceptable Materials. When possible, vegetative material must be less than six feet long and five inches in diameter, bagged and/or bundled and be no greater than fifty pounds in weight. All bulk material shall be prepared properly. All Bulk Waste must be capable of being managed manually by a two person crew.

City shall refer to the City of Pompano Beach, Florida, or an authorized representative.

Collection Frequency shall mean the number of times a type of collection service is provided to a customer each week.

Collection Services shall mean the provision of collect and transport Solid Waste and Recovered Materials as specified by this Agreement to the Designated Facility for processing or disposal.

Commencement Date shall mean the date services pursuant to the Agreement shall commence.

Commercial Collection Service shall mean the provision of Collection Services to Commercial Customers or Multi-Family Residences as specified in this Agreement. Commercial Collection Service does not include Recovered Materials generated by Commercial Customers.

Commercial Customer shall mean any commercial establishment or multiple dwelling property that is owned by a corporation(s), entity, individual or combination of them, primarily for renting, with four (4) or more units under one continuous roof, will receive Commercial Collection Service pursuant to this Agreement.

Construction and Demolition (C&D) Debris as provided in Florida Statute §403.703(6), or as may be amended in the future, shall mean discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel,

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, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause the resulting mixture to be classified as other than construction and demolition debris. The term also includes:

- Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- Except as provided in Florida Statute §403.707(9)(j), yard waste and unpainted, non-treated wood scraps and wood pallets from sources other than construction or demolition projects;
- Scraps from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of C&D Debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities;
- De Minimis amounts of other non-hazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.
- For the purpose of this Agreement, Construction and Demolition (C&D) Debris shall not include Recovered Materials, as long as Recovered Material is source separated and contained so that it does not include more than 10% by weight or volume of materials that are other than Recovered Materials.

Contract Documents shall mean this Agreement and any attachments.

Day shall mean one calendar day.

De Minimis shall mean in the context of Recovered materials, a container that contains 10% or less by weight or volume of materials that are not Recovered materials. Containers of Recovered materials that contain more than 10% by weight or volume of other materials (solid waste, non-Recovered materials, dirt, etc.) are not Recovered materials but are solid waste.

Department Director shall mean the Director of the City's Public Works Department, or Designee.

Designated Facility refers to the facilities designated by the City where all materials collected pursuant to this Agreement shall be delivered.

Disposal Agreement refers to the Solid Waste Disposal Agreement between the City of Pompano Beach and Waste Management, Inc. of Florida dated September 15, 2003.

Division Manager shall mean the Manager of the City's Solid Waste Division, or Designee.

Effective Date shall mean the date this Agreement has been executed by both the City and the Franchise Collector.

Franchise Collector shall mean the company that has executed this Franchise Agreement with the City and that is required to perform Collection Services under the provisions herein.

Flow Control shall mean the requirement that the Franchised Collector, as well as any other hauler that collects waste materials in the City, shall deliver all solid waste, bulk waste, residential recycling, yard waste, construction and demolition debris, and any other named materials as added, generated in the City of Pompano Beach, to the designated facilities as set forth in this Agreement.

Hazardous Waste as provided in Florida Statute §403.703(13), or as may be amended in the future, shall mean 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 as a solid waste regulated by the State of Florida Department of Environmental Protection as a hazardous waste pursuant to Chapter 62-730, F.A.C. Hazardous Waste shall also mean, as defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, any substance designated pursuant to Section 311(b)(2)(A) of the Clean Water Act, any element designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act, solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity, any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262, and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act.

Holiday shall mean Christmas Day and any other holidays as specified by the Division Manager.

Missed Collection shall mean a collection that does not occur before 7:00 p.m. on the regularly scheduled collection day.

Multi-Family Collection Service shall mean the provision of Collection Services to Multi-Family Customers as specified in this Agreement.

Multi-Family Customer refers to residents residing in any building or structure containing four (4) or more contiguous living units and intended exclusively for residential single persons or families. Each living unit shall be deemed a separate dwelling unit for purposes of billing if residential-type service is selected. This excludes properties owned by a corporation(s), one owner or entity.

Person shall mean any or all Persons, natural or artificial, including any individual, firm or association; any municipal or private corporation organized or existing under laws of

the state of Florida or any other state; any county of this state; and any government agency of this state or the Federal Government.

Program Recyclables shall mean materials included in the City's recycling program, including all paper products, cardboard, aluminum and steel/bimetal containers, all plastic containers, rigid mixed plastics, glass containers, and aseptic containers/gable-top cartons. Program Recyclables include incidental amounts of non-designated materials or materials that cannot be recycled or processed, as can normally be expected as part of municipal recycling collection.

Recovered Materials as currently defined in Florida Statute § 403.703(24), or as may be amended in the future, or any other materials exempted by federal, state or county laws. Shall 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 the term does not include materials destined for any use that constitutes disposal. Recovered Materials as described in this subsection are not Solid Waste.

Residential Collection Service shall mean the provision of Collection Services to Residential Customers as specified in this Agreement.

Residential Customer refers to residents residing in single-family dwellings, duplexes and triplexes, trailers and mobile homes, or any other living unit where each structure is located on a separate lot or parcel of land. Each living unit shall be deemed a separate "Residence" for purposes of billing.

Roll Cart shall mean a wheeled container designed and intended to be used for automated or semi-automated collection service of Solid Waste, Yard Waste and Program Recyclables.

Route shall mean the area designated to be serviced by a single collection vehicle on a single Day for Residential Collection Service.

Service Area shall mean the incorporated areas of the City, present and future.

Single Stream refers to a recycling process that allows for Program Recyclables Materials to be collected commingled, with containers and paper collected in the same Roll Cart.

Solid Waste as currently defined Florida Statute § 403.703(32), as may be amended, including garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials as defined in Florida Statute § 403.703(24) are not Solid Waste. For the purpose of this Agreement, Solid Waste shall not include Unacceptable Materials including, but not limited to: sludge, used oil, lead-acid batteries, ash residue, waste tires, biological, or hazardous wastes which require special handling.

Source Separated as currently defined Florida Statute § 403.703(36), as may be amended means that the Recovered Materials are separated from Solid Waste at the location where the Recovered Materials and solid waste are generated. The term does not require that

various types of Recovered Materials be separated from each other, and recognizes De Minimis solid waste, in accordance with industry standards and practices, may be included in the Recovered Materials. Materials are not considered source separated when two or more types of Recovered Materials are deposited in a commercial collection container that also contains materials that are not Recovered Materials and such non-Recovered Materials constitute more than 10% of the container's material by volume or weight. For purposes of this subsection, the term "various types of Recovered Materials" means metals, paper, glass, plastic, textiles, and rubber. The term "non-Recovered Materials" includes but is not limited to solid waste, dirt, wallboard, rocks, wood, roofing materials, and garbage.

Ton refers to a unit of weight equal to 2,000 pounds, also referred to as a Short Ton.

Unacceptable Materials shall mean (a) Hazardous Waste, (b) lead-acid batteries, (c) nuclear waste, (d) radioactive waste, (e) sewage sludge, (f) explosives, (g) asbestos containing materials, (h) treated or untreated biomedical waste, (i) biological waste, (j) appliances containing chlorofluorocarbons (CFC's), (k) machinery or parts, autos or boats, trailers, internal combustion engines or similar items or (m) items of waste that Franchise Collector reasonably believes would likely pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Designated Facility for Solid Waste or that are prohibited by Applicable Law.

Yard Waste shall mean all horticultural trimmings and all accumulations of grass, weeds, palm fronds, leaves, flowers, shrubs, vines, tree limbs, other similar accumulations incidental to yard keeping and any waste, substance, object, or material deemed yard trash under Section 403.703, Florida Statutes, as amended or applicable regulations promulgated thereunder.

ARTICLE 2. TERM

2.1. Effective and Commencement Dates

The Effective Date of this Agreement is when executed and has been signed by the City and Franchise Collector, whichever date is later. The Commencement Date is the date that Collection Services required pursuant to this Agreement commence, no later than 150-days following the Effective Date.

2.2. Term

The term of this Agreement shall be a five-year contract with an option to renew, by mutual agreement, the contract for an additional term ending September 15, 2022, under the terms for the work described herein.

ARTICLE 3. EXCLUSIVE AND NON-EXCLUSIVE COLLECTION SERVICES

3.1. Exclusive Services

This Agreement grants the Franchise Collector the exclusive right and responsibility to provide the following Collection Services within City limits in compliance with the requirements set forth in this Agreement:

- 3.1.1. To collect Solid Waste, Yard Waste, Program Recyclables, and Bulk Waste from Residential Customers.
 - 3.1.2. To collect Construction and Demolition Debris (C&D), except as otherwise provided herein, and Solid Waste from Commercial Customers.
 - 3.1.3. To collect Solid Waste and Program Recyclables from Multi-Family and Mobile Home/Trailer Pad Customers.
- 3.2. Non-Exclusive Services

This Agreement does not grant the Franchise Collector the exclusive right and responsibility to collect the following:

- 3.2.1. Recovered Materials from Commercial Customers. The Franchise Collector shall offer commercial Recovered Materials collection to all its Commercial Customers in the Service Area and provide such collection upon request by the customer, the City, or through the solicitation efforts of the Franchise Collector. However, commercial Recovered Materials collection is not exclusive to the Franchise Collector. To be considered commercial Recovered Materials, a commercial container may contain only a De Minimis amount of Solid Waste. If a commercial container contains more than a De Minimis amount of Solid Waste, all materials in the container shall be considered Solid Waste and shall be delivered to a Designated Facility for disposal. Preprocessing of these materials is not allowed. If it is determined that the container continuously contains more than a De Minimis amount of Solid Waste, the container shall be classified as a Solid Waste container, subsequently be under the jurisdiction of the Franchise Collector.
- 3.2.2. Nothing in this Agreement shall prohibit competition for the collection of commercial Recovered Materials. Franchise Collector may provide these services at competitive rates that shall not be controlled by this Agreement.
- 3.2.3. C&D Debris from the construction or demolition of any project that generates a cumulative total of ten (10) cubic yards or less of C&D Debris for the entire project.
- 3.2.4. Franchise Collector is not required to collect Hazardous Waste, but may offer such service within in the City, outside of this Agreement. The terms of such collection shall be as agreed between Franchise Collector and the customers.

ARTICLE 4. TRANSITION OF COLLECTION SERVICES

4.1. Transition Prior to Commencement of Collection Service

Franchise Collector is ultimately responsible for providing a smooth transition of services and minimizing inconvenience to Customers. Franchise Collector shall submit to the City, no later than thirty (30) days following the Effective Date, a transition plan that includes a detailed description of how Franchise Collector will

prepare for providing Collection Services leading up to the Commencement Date. To help accomplish this objective, Franchise Collector shall participate in transition meetings with the City to plan and manage the transition so that no service interruption occurs. At a minimum, Franchise Collector must include the following performance requirements:

- a. Participating in transition meetings with the outgoing collection franchise collector and the City.
- b. Participating in transition meetings with City staff.
- c. Finalizing a collection plan for Residential Customers and Multi-Family Customers receiving residential-type service that shall identify and describe, at a minimum, each Route name/number, the type of collection service provided, scheduled collection day(s), approximate number of customers on the Route, vehicle, equipment, and personnel assigned to the Route. The collection plan shall also include a legible map for each Route. The collection plan shall be approved by the Division Manager at least two (2) months prior to Commencement Date.
- d. Submission of a vehicle and equipment list documenting that all vehicles meet age requirements and are street legal (registered, licensed, and tagged). Acceptable documentation includes, but is not limited to, purchase order, title, and receipts of payment. (Article 12.7)
- e. Scheduling of onsite training of City staff on the use of web-based platform for submitting and tracking complaints. This training will be performed by appropriately-trained professional personnel. (Article 11.2)
- f. Schedule of the development, printing, and delivery of City-approved information to all Customers prior to the Commencement Date. (Article 14)
- g. Schedule for conducting dry-runs of collection routes at least (2) weeks prior to Commencement Date.
- h. Schedule for acquiring all other necessary labor and equipment as required pursuant to this Agreement.
- i. Schedule for submitting safety plan for Division Manager's review at least six (6) weeks prior to Commencement Date. (Article 12.4)
- j. Schedule for submitting contingency plan for Division Manager's review at least four (4) weeks prior to Commencement Date. (Article 11.6)
- k. Schedule and plan for Roll Cart assembly and delivery, including City-approval of cart prototype and information packets.

The timeline for the previous activities was determined to help facilitate a smooth transition; however, these dates may be adjusted as needed at the City's discretion.

4.2. Transition Prior to the Expiration of Collection Service

The City anticipates awarding a new agreement at least six (6) months prior to the expiration of this Agreement. In the event a new agreement has not been awarded within such time frame, Franchise Collector agrees to provide service to the City for additional ninety (90) day period(s) beyond the expiration of the Agreement at the then established service rates, provided the City requests said services in writing at such time. At the expiration of this Agreement, Franchise Collector shall work with the City and the newly selected franchise collector to ensure a smooth transition period with no interruption of service, including, but not limited to, compliance with the performance requirements following:

- a. Attend transition meetings with the City and newly selected franchise collector, as requested.
- b. Work with the newly selected franchise collector to develop a mutually agreeable schedule for removal of Franchise Collector-owned containers and placement of newly selected franchise collector's containers. The schedule shall ensure no interruption in Collection Services.
- c. Allow the newly selected franchise collector to purchase, or rent for up to ninety (90) days, Franchise Collector-owned containers from Franchise Collector. The purchase price or rental shall be negotiated between the Franchise Collector and the newly selected franchise collector.
- d. Facilitate a smooth transmission of asset management and service verification data, including, but not limited to, current address lists and databases to the newly selected vendor.

The City reserves the right to withhold payment to Franchise Collector for the final month of service until Franchise Collector has complied with all requirements of this Agreement. City also reserves the right to deny Franchise Collector's vehicles access to certain streets, alleys etc. due to the conditions of certain streets, bridges, alley's etc. in the City.

ARTICLE 5. RESIDENTIAL COLLECTION

5.1. Service Requests

5.1.1. All Residential Customers will initiate or terminate service directly with the City. The City will electronically transmit, in a form developed by the Franchise Collector and approved by the City, a routine service request to Franchise Collector on a daily basis, or as necessary. Franchise Collector shall start or terminate service on the next scheduled collection day following notification by the City. Franchise Collector shall not initiate or terminate service to a Residential Customer without notification from the City.

5.1.2. Franchise Collector shall be paid the full monthly collection rate for any new Residential Customer of which the Franchise Collector is notified

prior to the 15th Day of the month. Franchise Collector shall not be paid, until the following month, for any Residential Customer of which the Franchise Collector is notified after the 15th of the month.

- 5.2. Residential Collection Service: Franchise Collector shall be required to collect all properly prepared and placed Solid Waste, Program Recyclables, Bulk Waste and Yard Waste. Franchise Collector shall not be responsible for the removal or disposal of Unacceptable Materials.
 - 5.2.1. Franchise Collector shall collect from Residential Customers all Solid Waste placed at the curb or approved location for collection. Solid Waste shall be collected twice per week.
 - 5.2.1.1. Franchise Collector shall provide Roll Carts. See Exhibit 2 for technical specifications on Roll Carts.
 - 5.2.1.2. Residential Customers may deliver to the Residential Drop-off Station small amounts of C&D Debris resulting from minor home improvements as part of their regular Residential Collection Service.
 - 5.2.2. Franchise Collector shall collect from Residential Customers all Program Recyclables placed at the curb or approved location for collection in a Single Stream Roll Cart. Program Recyclables shall be collected once per week. Collection of Program Recyclables shall coincide with a Solid Waste Collection Day.
 - 5.2.2.1. Franchise Collector shall provide Roll Carts. See Exhibit 2 for further details regarding Roll Carts.
 - 5.2.2.2. The types of materials included for collection as Program Recyclables may be modified upon mutual agreement between the City, Waste Management and Franchise Collector. Such modification shall be at no additional cost to the City unless Franchise Collector can document that the addition of such items substantially impacts the cost of providing service.
 - 5.2.3. Franchise Collector shall collect from Residential Customers all Bulk Waste and Yard Waste placed for collection in accordance with the specifications herein.
 - 5.2.3.1. Bulk Waste shall be limited to a maximum of four (4) cubic yards per week. Bulk Waste shall be placed at the curb for collection one time per week and shall coincide with a Solid Waste Collection Day. All bulk material shall be properly prepared; when possible, vegetative material must be less than six feet long and five inches in diameter, bagged and/or bundled and be no greater than fifty pounds in weight; and all bulk materials placed at curbside. All Bulk Waste must be capable of being managed manually by a two person crew.

- 5.2.3.2. Yard Waste shall be placed into the provided Solid Waste Roll Cart, unless the materials are of a size or quantity that would make it unpractical to do so; then the materials shall be placed out for regular weekly bulk waste collection.
- 5.2.3.3. Franchise Collector shall be responsible for the collection of any white goods placed at the curb along with the Bulk Waste. White goods must be generated by the residential customer. Any appliance that contains Freon gas shall be certified and verified that all Freon gas has been removed prior to collection.
- 5.2.4. Residential Disposal True-up - Disposal costs for Residential Curbside units (single family, duplex, triplex, trailer pads and multifamily with curbside service) for garbage and (single family, duplex, triplex) for bulk waste are included in the Residential Curbside unit rate and Franchise Collector will receive payment from the City for same on a monthly basis. At the commencement of services under the Franchise Collection Agreement, annual residential curbside garbage and bulk tonnage will be established at 48,945.87 tons per year (“Residential Curbside Base Tons”). At the end of each fiscal year the City will calculate the actual cost of disposal for Residential Curbside units for garbage and bulk waste. Should the actual tonnage disposed at the Designated Facility be less than the Residential Curbside Base Tons, the Franchise Collector shall pay to the City the difference between the actual tons disposed for Residential Curbside units for garbage and bulk waste and the Residential Curbside Base Tons at the appropriate per ton disposal fee. If the actual tonnage disposed is more than the Residential Curbside Base Tons, there shall be no adjustment nor charge to the City and no reimbursement to the Franchise Collector. The disposal fee at the Designated Facility is adjusted annually effective October 1st. Residential Curbside Base Tons will be adjusted effective the same date by adding or deleting, as the case may be, new units that received certificates of occupancy and were subject to demolition permits. It is agreed that each single family, duplex or triplex unit generates 2.30 tons of garbage and bulk per year and multifamily curbside generates 1.16 tons of garbage per year.

5.3. In-Ground Container Collection

Franchise Collector shall assist the City in determining an appropriate alternative collection solution to transition from in-ground waste receptacles. During the transition, the Franchise Collector shall provide Collection Service for in-ground containers at no additional charge. Final collection solution for residents will be to utilize Roll Cart based on option implemented.

5.4. Side-Door/Back-Door Service

- 5.4.1. The Franchise Collector shall provide complementary side-door/back-door service for disabled Persons, approved and specified by the City, at no additional cost to the City or customer. The point of collection for side-door/back-door service shall be the customer's side yard, back yard, or

other location that is mutually acceptable to the Franchise Collector and the customer. The Franchise Collector shall provide side-door/backdoor service for Solid Waste and Program Recyclables on the scheduled collection day when Residential Collection Service would otherwise be provided to the customer.

5.4.2. Individuals who desire to receive side-door/back-door service may request side-door/back-door service for a monthly fee. The City will compensate the Franchise Collector the cost per month per address for side-door/back-door service for non-disabled Residential Customers according to Exhibit 1.

5.5. Procedures for Non-Collection

5.5.1. In the event that the Solid Waste placed out for collection does not comply with set out and collection requirements pursuant to this Agreement or City Code, the Franchise Collector is not required to collect it. If the Franchise Collector elects to not collect such materials, a non-collection notice shall be placed on the Roll Cart or non-conforming materials explaining why collection was not made.

5.5.2. In the event that Program Recyclables are contaminated through commingling with materials that are not a Program Recyclables, the Franchise Collector shall, if practical, collect the Program Recyclables and leave material that is not Program Recyclables in the Roll Cart along with a non-collection notice explaining why not all materials were collected. However, in the event that the Program Recyclables and materials that are not Program Recyclables are commingled to the extent that they cannot easily be separated by the Franchise Collector, or the nature of the non-Program Recyclables render the entire Roll Cart contaminated, the Franchise Collector shall leave all the materials along with a non-collection notice explaining why collection was not made.

5.5.3. Franchise Collector shall develop and produce non-collection notices. The design and content of non-collection notices must be approved by the City.

5.6. Missed Collections

5.6.1. A Missed Collection means that collection has not occurred by 7:00 p.m. on the regularly scheduled collection Day. If the City or customer notifies the Franchise Collector before 12:00 p.m. of a Missed Collection, the Franchise Collector shall return to the customer's premises before 7:00 p.m. the same day of the notification and collect all of the materials that have been set out for collection. If the Franchise Collector is notified after 12:00 p.m. of a Missed Collection, collection shall be made by 12:00 p.m. the Day following notification. All Missed Collections shall be noted as a complaint. Should Franchise Collector fail to remove the missed Materials or otherwise resolve the complaint to the satisfaction of the City within 24-hours after notification by the City or customer, the City may at that time remove the materials and a penalty of \$250 per occurrence shall be

imposed against the Franchise Collector. Said penalty will be deducted against any and all other fees owing Franchise Collector by the City under this agreement.

5.7. Franchise Collector

- 5.7.1. The Franchise Collector shall maintain a collection plan, initially developed during the transition prior to Commencement Date, describing in detail how the Franchise Collector will provide Residential Collection Services in compliance with the requirements in the Agreement.
- 5.7.2. The collection plan and all revisions to the plan are subject to the Division Manager's prior written approval. A proposed collection plan shall be submitted to the Division Manager for approval whenever the Franchise Collector requests changes to the collection plan.
- 5.7.3. If the Division Manager approves a change to a customer's scheduled collection day, Franchise Collection shall provide all affected customers with a City-approved notice two (2) weeks prior to such change.

5.8. Residential Drop-off Station

- 5.8.1. The Residential Drop-off Station and site shall be staffed and operated by the Franchise Collector's personnel. The City shall not incur any costs associated with this Residential Drop-off Station.
- 5.8.2. The Franchise Collector shall accept Bulk Waste and Yard Waste, which are delivered to the Residential Drop-off Station by Residential Customers. The Residential Drop-off Station is the Waste Management Recycling Pompano facility located at 1951 N. Powerline Road, Pompano Beach. These materials shall be accepted by the Franchise Collector from 8:00 a.m. to 3:00 p.m. on Saturdays, except legal holidays. The Franchise Collector shall deliver the Bulk Waste and Yard Waste to the City's Designated Facilities and tonnage shall be counted towards the annual Residential Disposal True-up.
- 5.8.3. The Franchise Collector shall verify that the individual is a resident of the City of Pompano Beach before they are allowed to unload any Bulk Waste and Yard Waste at the Residential Drop-off Station. The individual shall provide proof of residency (i.e., a valid Florida driver's license or other identification deemed acceptable to the City). Commercial Customers and Commercial Waste shall not be accepted at the Residential Drop-off Station.
- 5.8.4. Bulk Waste and Yard Waste shall be accepted at the Residential Drop-off Station only from Residential Customers in non-commercial cars, pickup trucks or trailers (with a bed no larger than four (4) feet by eight (8) feet).
- 5.8.5. Franchise Collector shall be responsible for obtaining and maintaining any permits required for the operation of the Residential Drop-off Station.

ARTICLE 6. MULTI-FAMILY COLLECTION

6.1. Service Requests

6.1.1. Residential Cart: Multi-Family Customers will initiate, terminate, or change service directly with the City. The City will electronically transmit, in a form developed by the Franchise Collector and approved by the City, routine service requests to Franchise Collector on a daily basis, or as necessary. Franchise Collector shall start or terminate service on the next scheduled collection day following notification by the City. Franchise Collector shall not initiate or terminate service to a Multi-Family Customer desiring residential cart service without notification from the City.

6.1.2. Containerized Service: Multi-Family Customers will initiate, terminate, or change service directly with the Franchise Collector if containerized service is desired. Service shall start, terminate, or change on the next scheduled collection day from the date requested by the Multi-Family Customer.

6.2. Multi-Family Collection Service

6.2.1. Residential Cart service: The same provisions as provided in Articles 5.2, (with the exception of Article 5.2.3), 5.3, 5.4, 5.5, and 5.6 shall apply as it pertains to Multi-Family services. Materials collected from Multi-Family Customers with residential cart service may be mixed with materials collected with Residential Collection Service. Materials collected from Multi-Family Customers must not be mixed with materials collected with Commercial Collection Service Containerized service: If commercial-type service is desired, the same provisions as provided in Article 7.2 shall apply. Materials collected from Multi-Family Customers with containerized service may be mixed with materials collected with Commercial Collection Service.

6.2.2. The minimum Collection Frequency for Multi-Family Solid Waste, via cart and/or containerized service shall be twice per week. The Multi-Family Customer and Franchise Collector shall mutually agree on the types, number, size, and placement, and Collection Frequency of containers. However, the size of the container and the Collection Frequency shall be sufficient to ensure that no Solid Waste is placed outside the container, falls out of the container, or becomes a nuisance situation for the general public or other commercial entities and must meet the requirements of the City Ordinance. If applicable, the Residential Customer or Collector desires to change the level of service and where mutual agreement is not reached, the Division Manager shall determine the requirements in order to meet City ordinance. On such occasions, services shall not be changed until such time that they are approved by the Division Manager.

- 6.2.3. Program Recyclables: Franchise Collector shall collect Program Recyclables from Multi-Family Customers that desire Recycling service.
- 6.2.3.1. Program Recyclables shall be placed in Franchisee-provided Roll Carts, or if mutually agreed upon with the multi-family property owner/manager, larger-sized covered containers provided and maintained by the Franchise Collector.
- 6.2.3.2. If Franchise Collector determines that Multi-Family Residence Recovered Materials contains an excessive amount of materials that are not Program Recyclables, the Franchise Collector shall inform the multi-family property owner/manager and Division Manager.
- 6.2.3.3. Program Recyclables collected from Multi-Family Customers may be mixed with Program Recyclables collected as part of the Residential Collection Service.
- 6.2.3.4. The collection rate for Program Recyclables for Multi-Family Customers shall be in the collection portion of the service rate based on the type of collection container utilized, container size and Collection Frequency requested. The Franchise Collector shall not charge disposal for Program Recyclables collected from Multi-Family Residences.

ARTICLE 7. COMMERCIAL COLLECTION

7.1. Service Requests

Commercial Customers will initiate, terminate, or change service directly with the Franchise Collector. Commercial service shall start, terminate, or change on the next scheduled collection day from the date requested by the Commercial Customer.

7.2. Commercial Collection Service

7.2.1. Franchise Collector shall collect Solid Waste that is generated by Commercial Customers and placed in either: (a) Franchisee-provided and maintained containers, or (b) customer-provided and maintained containers that are Franchisee-approved.

7.2.2. The Commercial Customer and Franchise Collector shall mutually agree on the types, number, size, and placement, and Collection Frequency of containers. However, the size of the container and the Collection Frequency shall be sufficient to ensure that no Solid Waste is placed outside the container, falls out of the container, or becomes a nuisance situation for the general public or other commercial entities and must meet the requirements of the City Ordinance. The minimum Collection Frequency of Solid Waste for Commercial Customers that have any food or wet wastes shall be twice per week. For all Commercial Customers generating non-food or wet wastes, the minimum Collection Frequency shall be once per week not more than seven (7) Days apart, unless a

Holiday necessitates a delay. If the Commercial Customer or Collector desires to change the level of service and where mutual agreement is not reached, the Division Manager shall determine the requirements in order to meet City ordinance. On such occasions, services shall not be changed until such time that they are approved by the Division Manager.

- 7.2.3. All Commercial Customer collection containers shall be kept in an easily accessible location to the collection vehicle, but not in any case shall they be placed on any public street, alley, road, sidewalk, parkway, or part thereof. All containers must comply with all City Ordinances.

ARTICLE 8. CONTAINERS

8.1. Residential and Multi-Family Roll Carts

- 8.1.1. All Residential and Multi-Family Customers shall be provided Roll Carts as per the terms of this Agreement. The exception would be in those areas that cannot accommodate Roll Cart service due to inaccessibility problems, cart storage problems, or similar extreme circumstances. These areas shall receive service consisting of owner provided 32-gallon garbage cans, 32-gallon bags or bundles in lieu of the 96-gallon cart, as decided by the City and the Franchise Collector. This option will not incur any additional costs to City or Customer.
- 8.1.2. Roll Cart Distribution: The Franchise Collector shall be responsible for the purchase, assembly, and distribution of Roll Carts along with a Franchisee-provided information packet to all Residential Customers or Multi-Family Customers receiving cart service within the Service Area prior to the Commencement Date, and to all new customers added by the City after the Commencement Date. Roll Carts must meet the technical specifications provided in Exhibit 2.
- 8.1.3. The standard program-size Roll Carts include a ninety-six (96) gallon cart for Solid Waste and a sixty-five (65) gallon cart for Program Recyclables issued to each address receiving Residential Collection Service or cart Multi-Family Collection Service.
- 8.1.4. Additional Roll Carts: If a Residential or Multi-Family customer generates large quantities of Solid Waste or Program Recyclables, the customer may contact the City and request an additional Roll Cart to accommodate the extra materials. The City will electronically submit a request for the Franchise Collector to deliver an additional Roll Cart to the customer. The City will reimburse the Franchise Collector fifty dollars (\$50) for each additional Roll Cart that is requested by the City on behalf of the Residential Customer or Multi-Family Customer receiving residential-type service. There shall be no charge for the additional collection service.
- 8.1.5. Roll Cart Size Exchange: During the first year of this agreement a Residential Customer or Multi-Family Customers, receiving cart service may opt for a one time Roll Cart size exchange. At any time during the

term of this agreement the Division Manager may request a Roll Cart size exchange. Roll Carts purchased by the Franchise Collector and delivered to a Residential or Multi-Family Customer receiving cart service shall become the property of the City upon expiration or termination of this Agreement.

- 8.1.6. The Franchise Collector shall be responsible for Roll Cart maintenance, repair, warranty recovery, and delivery/removal to/from Residential and Multi-Family Customers. The Franchise Collector will be responsible for tracking all movement of all Roll Carts including repairs, warranty recovery, deliveries, and removals. The Franchise Collector shall repair or replace a Roll Cart upon receiving notice from the City or customer of the need for repair, or if identified unserviceable by the Franchise Collector.
- 8.1.7. If the Franchise Collector can satisfactorily prove to the Division Manager that a damaged Roll Cart is the fault of the customer, the City will reimburse the Franchise Collector fifty dollars (\$50) for the damaged Roll Cart.
- 8.1.8. Customers are to report Roll Carts stolen, lost or missing directly to the City. Upon notification that the Roll Cart has been stolen, the City will advise the Residential Customer to file a police report. Upon notification by the Residential Customer of the police case number to the City the Roll Cart shall be replaced without charge to the resident. If there is no police report the Roll Cart shall be replaced by the Franchise Collector and the Franchise Collector shall be entitled to reimbursement of fifty dollars (\$50) from the City for the stolen, lost, or missing cart.
- 8.1.9. All new or replacement Roll Carts shall be delivered to the Residential Customer or Multi-Family Customer receiving cart service within three (3) Days from the date of request.

ARTICLE 9. HOURS AND HOLIDAYS

- 9.1. Hours and Days of Collection
 - 9.1.1. Residential and Multi-Family Collection Services shall take place between 7:00 a.m. and 7:00 p.m., Monday through Saturday.
 - 9.1.2. Commercial Collection Services shall take place between 6:00 a.m. and 9:00 p.m., Monday through Saturday. However, in the event the Commercial Customer's property is located 500 feet or less from any building or structure designed or constructed for and capable of use as a residence for one or more families including, but not limited to, single-family homes, mobile homes, condominiums, townhouses, apartment complexes, public lodging establishments and other multi-family residences, the hours of collection shall be the same as for Residential or Multi-Family Collection Services specified above.

9.2. Holidays

The only designated Holiday is Christmas Day. The Franchise Collector is not required to provide Collection Services or maintain office hours on Holiday(s). On those day(s) when the designated facilities are closed in connection with a holiday, the Franchise Collector shall collect the materials on the next service day and must take any additional materials that may be placed outside the container by the customer. No make-up day is provided. The Division Manager must approve the Holiday schedule.

ARTICLE 10. DESIGNATED FACILITIES

10.1. Current Designated Facilities

The Franchise Collector shall deliver all materials collected pursuant to this Agreement to the City's Designated Facilities:

Solid Waste

Monarch Hill Landfill at Pompano Beach, FL
3000 Wiles Road
Pompano Beach, FL 33073

Program Recyclables

WM Recycle America, LLC
20701 Pembroke Road
Pembroke Pines, FL 33029

Failure to deliver any Solid Waste or Program Recyclables collected to a Designated Facility pursuant to the Agreement will result in a fine of \$5,000 per occurrence; occurrences beyond the first one may also result in termination of this Agreement.

10.2. Change in Facility Location

Provided that there is no conflict with existing contractual requirements, the City may designate additional facilities during the term of the Agreement. If the City designates an additional facility, the City shall provide written notice to the Franchise Collector. In the event the Franchise Collector is directed by the City to a facility for a period longer than fourteen (14) consecutive Days, the Franchise Collector may request the City for additional compensation. The Division Manager shall negotiate compensation to the Franchise Collector for additional costs incurred as a result of such a diversion, where such additional costs can be documented and justified to the Division Manager's satisfaction.

ARTICLE 11. GENERAL COLLECTION

11.1. Restrictions on Collection of Mixed Loads

11.1.1. The Franchise Collector shall not combine Solid Waste, Recovered Materials, or other materials collected in the Service Area with Solid Waste, Recovered Materials, or other materials collected outside of the

Service Area, unless such action is approved in advance by the Division Manager.

11.1.2. Solid Waste and Program Recyclables shall be handled separately by the Franchise Collector at all times during the collection process and shall not be commingled, unless such action is approved in advance by the Division Manager.

11.1.3. Franchise Collector shall be solely responsible for all disposal costs associated with loads of:

- a) Materials generated within the City mixed with materials generated elsewhere.
- b) Mixed material types (Solid Waste, Bulk Waste, and Recovered Materials).

11.2. Customer Service and Service Verification Management System

11.2.1. Franchise Collector shall provide and maintain a customer service and service verification system with web-based access. Software shall be capable of providing reports online that can be downloaded in PDF and Excel formats. The system shall also be free of any requirements for the City to install and support any back-office software for the collection and delivery of such information. Franchise Collector is responsible for all associated software costs and maintenance.

11.2.2. Customer Service software shall be capable of allowing City to input, monitor, and obtain information on prior complaints and requests.

11.2.3. Service verification software shall be capable of providing map-based location visibility of service events and collection vehicles operated in real time. Depending on the service option selected, variables and fields used to supply and manage this information shall include, but not be limited to:

- a) Collection Service (Residential, Multi-Family, or Commercial)
- b) GPS trackable reports, upon request, that provide for a "bread crumb" report of vehicle activity.
- c) Collection event date, time, and latitude/longitude coordinates
- d) Route and truck information
- e) Other information as requested by the Division Manager.

11.3. Manner of Collection

11.3.1. All containers and Roll Carts shall be completely emptied and placed back in an upright position at the point where collected. Roll Carts shall be placed with the lid in the closed position. Dumpster and Compactor Containers shall be kept clean and painted. Upon request, the Franchise Collector shall submit a schedule showing the frequency of the cleaning and painting of the Dumpster and Compactor Containers.

- 11.3.2. Franchise Collector shall provide all Collection Services with as little noise and disturbance as possible.
 - 11.3.3. No trespassing by Franchise Collector's employees will be permitted.
 - 11.3.4. No employee shall remove or tamper with any property not placed for collection.
 - 11.3.5. The Franchise Collector shall provide Collection Service to Residential and Multi-Family Customers located in gated communities and privately maintained roadways pursuant to the terms of City of Pompano Beach Code.
 - 11.3.6. All collection vehicles shall remain on the right-hand side of the road when providing Collection Service and at no time shall collection crews cross to the left-hand side of the road to retrieve containers, Roll Carts, or materials that have been set out for collection.
 - 11.3.7. Franchise Collector's vehicles shall not unduly interfere with vehicular or pedestrian traffic. Vehicles shall not be left on the street unattended.
- 11.4. Protection of Private and Public Property
- 11.4.1. The Franchise Collector acknowledges that collection points on rights-of-way are frequently co-located with other utility easements. Therefore, particular attention shall be given to the location of water meters, transformers, guy wires, utility poles, and irrigation structures. Authorization to use the easement does not abrogate the Franchise Collector's responsibility to exercise caution in relationship to the property of other authorized users.
 - 11.4.2. Franchise Collector shall take care to prevent damage to all public and private property while conducting services pursuant to this agreement, including, but not limited to, buildings, monuments, markers or fences, vehicles, pipes and underground structures, storm water inlet covers, gutters, curbs, public streets, flowers, shrubs, and other plantings. The City acknowledges this does not preclude normal wear and tear of streets resulting from normal use by Franchise Collector.
 - 11.4.3. Franchise Collector shall immediately notify the Division Manager of any damage to public or private property caused by Franchise Collector during the provision of Collection Services. Wherever such property is damaged due to the activities of Franchise Collector, it shall be restored in a timely fashion to its original condition or better by Franchise Collector at its expense.
 - 11.4.4. In case of failure on the part of Franchise Collector to restore such property or make good such damage or injury, the City may, upon forty-eight (48) hours written notice to Franchise Collector, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and to bill the cost to Franchise Collector. If any damage caused by Franchise Collector impacts the safety, health and welfare of the City's

citizens, the repairs will be arranged by the City and billed to Franchise Collector based on the actual cost incurred by the City to repair the said damages, plus ten percent (10%) to account for the City's administrative costs.

11.5. Spillage and Littering

11.5.1. The Franchise Collector shall not litter or cause any spillage to occur upon the premises or the right-of-way, driveway or street wherein the collection and transport of materials shall occur. During transportation, all collected materials shall be contained, tied, or enclosed to prevent leaking, spilling and blowing from vehicle.

11.5.2. In the event of any confirmed spillage/leakage from a Franchise Collector's vehicle, the Franchise Collector shall promptly, within twenty-four (24) hours, clean up all spillage/leakage at no cost to the City. The Franchise Collector is responsible to clean such spills to the satisfaction of the Division Manager up to, and including, resealing or resurfacing depending on the severity of the spill. If the Franchise Collector can satisfactorily prove to the Division Manager that the responsibility for the spillage/leakage belongs with a third party, then the Franchise Collector will not be responsible for the cleanup.

11.6. Contingency Plan

Franchise Collector shall develop a contingency plan that describes the Franchise Collector's plan of action in the event that an emergency, natural disaster or other situation renders the Franchise Collector's operations, yard, or equipment unusable. The contingency plan shall describe the steps that the Franchise Collector shall take to avoid interruptions or reductions in Collection Service. In the event the contingency plan is updated it shall be made available to the Division Manager within two (2) Days after the plan is revised. The contingency plan and all revisions to the plan are subject to the Division Manager's approval.

ARTICLE 12. FRANCHISE COLLECTOR'S RESPONSIBILITY

12.1. Relationship with the City

12.1.1. The Franchise Collector shall cooperate with the City in every reasonable way to facilitate the successful completion of the activities contemplated in this Franchise Agreement. The City shall have twenty-four (24) hour access to the Franchise Collector's General Manager, Operations Manager, or designee. The Franchise Collector shall provide City with a list of all employee personnel positions referenced in this Agreement and their corresponding contact information at the commencement of this Agreement.

12.1.2. To promote the highest level of customer service, the Division Manager may meet anytime with the Franchise Collector for the purpose of:

- Ensuring that the Franchise Agreement, City Ordinances, and Applicable Law are being interpreted correctly;

- Addressing any problem the Franchise Collector may be experiencing while performing the Franchise Agreement responsibilities; and
- Discussing any ideas that may enhance Collection Services in the City.

12.2. Personnel

- 12.2.1. The Franchise Collector shall use competent, qualified, non-impaired personnel to provide Collection Services pursuant to this Agreement. The Franchise Collector shall devote sufficient personnel, time, and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the City.
- 12.2.2. The General Manager or other appropriate individual shall be the primary point of official contact on behalf of the Franchise Collector for all technical and administrative matters pertaining to this Agreement. The General Manager or other appropriate individual shall be responsible for overseeing and implementing the Franchise Collector's performance under this Agreement.
- 12.2.3. Franchise Collector shall appoint one (1) or more Operations Managers. The Operations Manager(s) shall oversee the Franchise Collector's day-to-day operations and Collection Services under this Agreement.
- 12.2.4. The Franchise Collector shall furnish each employee with an appropriate means of identifying him or her as an employee of the Franchise Collector (e.g., a uniform with a nametag and company logo). The Franchise Collector's employees shall wear the identification at all times while on duty.
- 12.2.5. All of the Franchise Collector's personnel shall maintain a courteous and respectful attitude at all times. The Franchise Collector shall instruct its employees to avoid loud or profane language at all times during the performance of their duties under this Agreement. Franchise Collector's employees shall not conduct himself or herself in a negligent, disorderly, or dishonest manner.
- 12.2.6. The City reserves the right to disapprove and request removal of any Franchise Collector personnel assigned to the City's work. Such disapproval or request shall be for reasonable cause only and shall be addressed in writing to the Franchise Collector's General Manager. Notwithstanding the foregoing, the Franchise Collector shall not be required to take any action with regard to the Franchise Collector's personnel that would violate any Applicable Law.

12.3. Employee Training and Licenses

- 12.3.1. All of the Franchise Collector's employees shall be qualified and appropriately trained for the tasks assigned to them. The Franchise Collector shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this

Agreement and all Applicable Law. The City has the right to review the Franchise Collector's training records.

12.3.2. At all times when operating vehicles or equipment pursuant to this Agreement, the Franchise Collector's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.

12.4. Franchise Collector's Safety Program

12.4.1. The Franchise Collector shall develop, implement, and maintain a safety plan for all of its operations under this Agreement. The safety plan shall comply with the requirements in ANSI standards for Solid Waste collections operations and equipment, OSHA, and all other Applicable Law. The Franchise Collector shall comply with its safety plan at all times. Upon request, a copy of the safety plan shall be provided to the Division Manager, or designee.

12.4.2. The Franchise Collector shall appoint an employee who is qualified and authorized, as defined by ANSI and OSHA, to supervise and enforce safety compliance.

12.4.3. The Franchise Collector shall provide routine safety training to all of its employees, in compliance with ANSI, OSHA, and all other Applicable Law. Documentation of the Franchise Collector's training programs, and the successful training of each employee, shall be maintained on file and shall be provided to the Division Manager, or designee, upon request.

12.4.4. A written procedure shall be established 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 during the execution of this Agreement. Any injury sustained by a Franchise Collector employee while on the job, including OSHA recordable injuries, shall be reported to the Division Manager, or designee, immediately.

12.5. Office & Call Center Requirements

12.5.1. The Franchise Collector shall maintain an office within Broward or Palm Beach County. Franchise Collector shall maintain a call center, which must have a Broward County phone number. The office and call center shall remain open for business from 8:00 a.m. to 5:00 p.m., Monday through Saturday Eastern Standard Time.

12.5.2. The Franchise Collector's office shall be equipped with adequate and appropriate personnel and equipment to receive, document, and respond to all inquiries, issues, and complaints in a timely manner. The Franchise Collector's office staff shall be familiar with the City and the Franchise Collector's obligations under this Agreement.

12.5.3. The Franchise Collector shall provide either an answering machine or voice mail service during non-office hours for customer calls. During office hours, these services must be monitored regularly, so that the

Franchise Collector can respond to any message within sixty (60) minutes. During non-office hours, customer inquiries shall be recorded and answered no later than 10 a.m. the following business day.

12.5.4. The Franchise Collector's office shall employ a two-way communication system that can be used to promptly contact the General Manager, the Operations Manager(s), and all of the Franchise Collector's collection vehicle drivers.

12.5.5. The Franchise Collector shall establish a process for receiving and handling emergency calls, both during and after normal operating hours.

12.6. Customer Service Standards

12.6.1. The Franchise Collector shall be responsible for providing the highest quality service to Residential, Multi-Family, and Commercial Customers under the provisions of this Agreement.

12.6.2. The Franchise Collector shall resolve all complaints as expeditiously as possible. The Franchise Collector shall take whatever steps are necessary to remedy the cause of a complaint within twenty-four (24) hours after receiving a complaint from the customer or the City. The Franchise Collector shall notify the Division Manager about any disputes with a customer that the Franchise Collector has not been able to resolve within twenty-four (24) hours after receiving the customer's complaint. The Franchise Collector may request, and the Division Manager may grant, additional time to remedy a complaint when necessary.

12.6.3. Dispute Resolution Process for Customer Complaints is as such:

12.6.3.1. The Franchise Collector shall notify the Division Manager whenever assistance is needed to resolve a dispute between a customer and the Franchise Collector, including but not limited to, disputes concerning the proper interpretation and implementation of the Agreement and City Code.

12.6.3.2. The Division Manager shall evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters.

12.6.3.3. The Division Manager shall notify the Franchise Collector and the customer concerning the Division Manager's decision about the disputed issues.

12.6.3.4. The Franchise Collector and customer shall have three (3) Days to comply with the Division Manager's decision.

12.7. Vehicle and Collection Equipment

12.7.1. General Requirements

12.7.1.1. The Franchise Collector shall maintain a dedicated fleet of collection vehicles to fulfill this Agreement. No single frontline

vehicle shall exceed a maximum age of eight (8) years; no single reserve vehicle shall exceed a maximum age of ten (10) years.

12.7.1.2. The preferred fuel type for all front-line fleet is Compressed Natural Gas (CNG).

12.7.1.3. The Franchise Collector shall purchase and/or lease, maintain, and repair all of the vehicles and equipment necessary to comply with the requirements of this Agreement. The Franchise Collector's vehicles and equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized. If the Franchise Collector must use a substandard road (as determined by the City) to obtain access to a customer, the Franchise Collector shall use lightweight vehicles and equipment when providing service on such roads.

12.7.1.4. All of Franchise Collector'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.

12.7.1.5. All collection vehicles shall be painted a uniform color.

12.7.1.6. The Collector shall maintain a yard for all front line and reserved vehicles and equipment within Broward or Palm Beach County. The City reserves the right to conduct periodic inspections of collection vehicles to insure compliance with Federal and State commercial motor vehicle statues, as well as the above requirements.

12.7.2. Ancillary Equipment in Franchise Collector's Vehicles

12.7.2.1. All vehicles used to provide Collection Services under this Agreement shall be equipped at all times with: (a) all safety supplies, equipment, and first aid supplies required by Applicable Laws; (b) a fire extinguisher; (c) a heavy-duty broom, a rake, and a large dustpan; (d) a spill response kit; (e) an audible back-up warning device; and (f) 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 Franchise Collector's collection vehicles.

12.7.3. Reserve Vehicles and Equipment

12.7.3.1. The Franchise Collector shall have sufficient reserve vehicles and equipment available to complete daily Routes. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when frontline vehicles and equipment are out of service, or when unanticipated delays will prevent frontline

vehicles and equipment from completing the collection Route(s) within the established hours of collection.

12.7.3.2. The reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced. Reserve vehicles are not required to be fueled with CNG.

12.7.4. Maintenance and Cleaning

12.7.4.1. The Franchise Collector shall monitor, maintain and repair its collection vehicles and equipment, at a minimum, in compliance with the manufacturer's recommendations. Oil/hydraulic systems and waterproof seals/enclosures shall be kept in good condition at all times to prevent spills and leaks.

12.7.4.2. The Franchise Collector shall keep all collection vehicles and equipment clean and free from dirt and residue. All collection vehicles used for the collection of Solid Waste shall be washed thoroughly and sanitized with a suitable disinfectant and deodorant at least once each week, unless the Division Manager approves an alternate cleaning schedule. Other collection vehicles shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.

12.7.4.3. Franchise Collector shall provide convenient means to clean and sanitize commercial containers periodically, and on an as-needed basis.

12.7.5. Vehicle Identification

12.7.5.1. Franchise Collector's vehicles and commercial containers shall clearly display the Franchise Collector's logo, name, and telephone number printed in letters not less than three inches (3") on each side of the vehicle.

12.7.5.2. Franchise Collector vehicles shall be numbered with numbers not less than three inches (3") high on each side of the vehicle. Franchise Collector shall keep a record of the vehicle to which each number is assigned.

ARTICLE 13. RECORD KEEPING AND REPORTING

13.1. Record Keeping

Franchise Collector shall maintain records, documents, and other information directly pertinent to performance of work under this Agreement in accordance with Applicable Law. Franchise Collector shall comply with requirements of the Florida Public Records Laws, including those obligations to keep, maintain, and provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the City at the conclusion of this Agreement.

13.2. Reporting

- 13.2.1. No later than 7:30 p.m. on each Collection Service Day, the Franchise Collector shall send an e-mail to the Division Manager pertaining to routes not being completed for Residential Customers and Multi-Family Customers receiving cart service. The e-mail shall state the reason for non-completion, plans to remedy the situation, and anticipated route completion time.
- 13.2.2. Monthly Report: Prior to the fifteenth (15th) of each month during the term of this Agreement, Franchise Collector shall electronically submit a report to the Division Manager, in a format approved by the Division Manager, which may include use of the service verification system reports when appropriate. The report shall contain the following information for the previous service month:
- a) Total gross revenues from receipts, including collection and disposal fees, from all temporary C&D roll-off container services at permitted construction sites during the previous month, along with other documentation as requested by the Division Manager. This information will serve as backup for the City imposed 12% franchise fee for temporary C&D roll-off containers.
- 13.2.3. Quarterly Reports: Within thirty (30) days of the end of each quarter, Franchise Collector shall provide the Division Manager a report, in a format approved by the Division Manager, summarizing the information required in reports specified in Articles 13.2.2 and 13.2.5

Reports listed below will be provided upon request by the Division Manager.

- 13.2.4. Daily Report: Within one calendar day of occurrence, Franchise Collector shall electronically notify the Division Manager of any of the events listed below, in a format approved by the Division Manager, which may include use of the service verification system reports when appropriate. If no such events occur, no notification is necessary.
- a) Unresolved customer complaints as specified in Article 12.6.
 - b) Non-collection as specified in Article 5.5.
 - c) Incidences of property damage to public or private property by Franchise Collector as specified by Article 11.4.
 - d) Incidences of spillage as specified in Article 11.5.
- 13.2.5. Monthly Report: On the first Monday of the month during the term of this Agreement or upon request by the City, Franchise Collector shall electronically submit a report to the Division Manager, in a format approved by the Division Manager, which may include use of the service verification system reports when appropriate. The report shall contain the following information for the previous service week:

- a) Tonnage of Solid Waste, Program Recyclables, and Bulk Waste, from Residential Customers and Multi-Family Customers receiving cart service reported separately, by truck number, along with other documentation as requested by the Division Manager.
- b) Program Recyclables collected from Multi-Family Customers receiving containerized service may be mixed with cart collection of Program Recyclables until the point at which it is not cost-prohibitive to collect Program Recyclables from Multi-Family Customers receiving containerized service separately and report tonnage by truck, along with other documentation as requested by the Division Manager.
- c) Tonnage of Solid Waste collected from Commercial Customers and Multi-Family Customers receiving containerized service, reported by truck, along with other documentation as requested by the Division Manager.

13.2.6. Upon Request, the Franchise Collector shall provide any additional information or reports as requested by the Division Manager to monitor this Agreement or the City's solid waste and recycling programs. Examples of such reports are as follows:

- a) A list of all Multi-Family Residences choosing containerized service that receive collection of Program Recyclables, including the type, number, and size of container; Collection Frequency, and service rate charged.
- b) A list of all Commercial Customers receiving Recovered Materials collection service, including the type, number, and size of container; frequency of service; and service rate charged.
- c) A summary of all complaints (Article 12.6). Information provided shall include the date and time of call; name, address, and telephone number of person calling; nature of complaint; Franchise Collector's response or action taken with respect thereto; date and time of resolution.
- d) Roll Cart repair, replacement, exchange, and asset management
- e) Any Commercial Customer or Multi-Family Customer choosing containerized service that has been initiated, terminated, or changed.

ARTICLE 14. EDUCATION AND OUTREACH

14.1. Responsibility

The City shall have the primary responsibility for creating public educational and outreach promotional materials for the City's Solid Waste Services. However, the Franchise Collector shall, as requested by the City, assist the City in developing and distributing educational and promotional materials. The Franchise Collector shall provide an annual payment of Fifty Thousand (\$50,000.00) Dollars to be utilized by the City for administration of this Agreement and its provisions.

14.2. Residential Collection Service Requirements

Prior to the Commencement Date and annually thereafter, Franchise Collector shall provide each Residential Customer and Multi-Family Customer with separate written information summarizing the obligations of residents and Franchise Collector regarding Solid Waste, Program Recyclables, Yard Waste, and Bulk Waste collection. The information shall include set out procedures, days of collection, complaint procedures, and contact information for the City and Franchise Collector. Design, content, and method of distribution are subject to approval by the Division Manager prior to distribution. Franchise Collector shall be responsible for all costs of producing and distributing the information. The initial required information packet shall be included with the distribution of the Roll Carts. The Franchise Collector shall, at no time, develop or distribute any promotional and/or educational materials to Residential Customers without prior written authorization from the City.

14.3. Multi-Family Collection Service Requirements

14.3.1. Cart service: If cart service is desired, the same provisions as provided in Article 14.2 shall apply.

14.3.2. Containerized service: If containerized service is desired, the same provisions as provided in Article 14.4 shall apply.

14.4. Commercial Collection Service Requirements

Prior to the Commencement Date and annually thereafter, Franchise Collector shall provide each Commercial Customer with written information summarizing the obligations of the Commercial Customer and the Franchise Collector regarding Solid Waste and Recovered Materials including setout procedures and current service rates, container availability, and complaint procedures. Franchise Collector shall be responsible for all costs of producing and distributing the information and may do so in conjunction with monthly invoices. The Franchise Collector shall, at no time, develop or distribute any promotional and/or educational materials to Commercial Customers without prior written authorization from the City.

ARTICLE 15. COMPENSATION AND PAYMENT

15.1. Collection Service Rates

15.1.1. Rates for Residential, Multi-Family, and Commercial Collection Service are provided in Exhibit 1.

15.1.2. Annual Rate Adjustment

The unit price for Collection Services shall remain the same through the first year of the Agreement. Beginning October 1, 2016 and each October 1st for the remaining term of the Agreement, the Collection Service rates shall be adjusted as follows:

1. From the latest Producer (Wholesale) Price Index for Durable Goods (WPUSOP3130) for the region including Broward County,

as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics, as of September of the second previous year, subtract the amount in the preceding year. The difference shall be expressed as a percentage.

2. The change, expressed as a percentage, as of October of the second previous year, subtract the amount in the preceding year for said period in the Consumer Price Index - All Urban Consumers (CPI-U) (CUURA320SA0) for the region including Broward County, as determined and recorded by said Bureau of Labor Statistics, shall be similarly calculated.
3. The percentage change of each of the foregoing indices so determined shall be added together. The sum of those numbers shall then be divided by two to determine the average change, expressed as a percentage, of the two indices (the "Average Change"). The rate shall be adjusted by seventy-five [percent (75%) of the Average Change for each Fiscal Year during the term of this agreement.
4. The percentage of change (increase/decrease), rounded to the nearest hundredth of a percent, shall be applied to the customer's rate and rounded to the nearest penny.
5. Notwithstanding the foregoing, if the Average Change is a negative number the rate shall not be adjusted.

In the event that either or both of said indices shall no longer be available during the term of this agreement, the parties hereto shall mutually select a replacement index or indices as required, provided that any such replacement shall, in the best judgment of the parties, be as nearly the same as the replaced index or indices.

The total adjustment to the service rate in any given year shall not exceed five percent (5%) of the previous year's rate.

- 15.1.3. Disposal rates for Commercial Customers and Multi-Family shall be adjusted pursuant to the terms of the Solid Waste Disposal Agreement and said adjusted disposal rate shall be a component of the Collection Services rate for Commercial and Multi-Family customers.

15.2. Billing and Payment

- 15.2.1. Residential Collection Service: The City shall bill and collect payment from Residential Customers for all Residential Collection Service. The City will submit to the Franchise Collector a report with the number of units that have paid for service within each category. This report will serve as the reference document for which the monthly invoice for services rendered will be based. Within forty-five (45) days of receiving the invoice from Franchise Collector, the City shall remit payment to the Franchise Collector for services rendered to Residential Customers.

- 15.2.2. The Franchise Collector will be responsible for both hauling and applicable disposal and processing tip fees for Residential Solid Waste and Program Recyclables as per the Disposal Agreement. At its sole discretion, the City may remove the obligation for the Franchise Collector to directly pay for applicable disposal and processing tip fees for residential Solid Waste and Program Recyclables. This transition would occur with a minimum of a 60 day notice to the hauler. This disposal fee is adjusted annually effective October 1.
- 15.2.3. Multi-Family Collection Service
- 15.2.3.1. Cart service: The City shall bill and collect payment from Multi-Family Customers receiving residential-type cart service. The City will submit to the Franchise Collector a report with the number of units that have paid for service within each category. This report will serve as the reference document for which the monthly invoice for services rendered will be based. Within forty-five (45) days of receiving the invoice from Franchise Collector, the City shall remit payment to the Franchise Collector for services rendered to Multi-Family Customers receiving residential-type service.
- 15.2.3.2. Commercial-type service: Franchise Collector shall direct bill and collect payment from all Multi-Family Customers receiving commercial-type service according to the provisions in Article 15.2.4.
- 15.2.4. Commercial Collection Service
- 15.2.4.1. Franchise Collector shall direct bill and collect payment from Commercial Customers for all Commercial Collection Services as per the terms of this agreement.
- 15.2.4.2. The Franchise Collector shall be responsible for the cost of disposal of all Solid Waste collected from Commercial Customers and delivered to Designated Facilities as per the Disposal Agreement. The amount of the billing shall be the weight of Solid Waste delivered times the tipping fee established by the City's Disposal Agreement.
- 15.2.4.3. Franchise Collector may choose to stop or terminate service when a Commercial Customer account is overdue. However, the City must be notified at least two weeks prior to the date that service will be stopped or terminated. In the event service is terminated, the Franchise Collector is authorized to remove any commercial containers or equipment belonging to the Franchise Collector.
- 15.2.5. At any time during the term of this agreement, the City reserves the right to move to an annual billing system as a result of collecting Residential and Multi-Family cart collection fees through the tax roll.

15.2.6. Franchise Fees

- 15.2.6.1. Franchise Collector shall pay the Franchise Fee Payment due to the City on or before the fifteenth (15) day of each month following the month that services were rendered.
- 15.2.6.2. Franchise Collector shall provide the City, on a monthly basis with the payment of the Franchise Fee a financial statement setting forth the computation of Gross Revenues received and excluding franchise fees, including collection and disposal fees, used to calculate the 12 % Franchise Fee for the preceding month and a detailed explanation of the method of computation.
- 15.2.6.3. Subject to applicable law, no acceptance by the City of any Franchise Fee payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for additional sums payable. The Franchise Fee payment is not a payment in lieu of any other tax, fee or assessment.
- 15.2.6.4. In the event that a Franchise Fee is not received by the City on or before the due date set forth in the Agreement, or is underpaid, the City reserves the right to retain funds from its payment to the Franchise Collector or require the Franchise Collector to forfeit the prior month's collection payments consistent with this Agreement.

ARTICLE 16. EMERGENCY SERVICES

Franchise Collector shall attend the City's emergency management/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, Routes, and security codes to private community gates. The Division Manager shall notify the Franchise Collector of the date, time and location of the meetings, and any necessary materials to be provided by the Franchise Collector.

In the event of a hurricane, tornado, major storm, or other disaster, natural or man-made, the Franchise Collector's primary responsibility shall be to reestablish regular schedules and Routes for solid waste collection services as soon as possible after the disaster. Collection and disposal of Solid Waste shall be the highest priority.

The City may request the Franchise Collector to collect disaster debris within an area specified by the City, at a service rate that is mutually agreed upon by the parties. Upon agreement by the Franchise Collector and written authorization by the Division Manager, the Franchise Collector shall collect disaster debris in an agreed upon area for a specified period of time and shall deliver such disaster debris to a location designated by the City.

Nothing herein shall require the City to utilize the services of Franchise Collector to collect disaster debris, or to prevent the City from contracting with other parties to perform all or a portion of such work.

ARTICLE 17. BONDS

17.1. Performance Bond

The Franchise Collector shall furnish a \$5,000,000.00 performance bond as security for the performance of this Agreement with the City on or before the Effective Date. The premium for the performance bond described above shall be paid by the Franchise Collector. The performance bond shall be written in a surety company licensed to do business in the State of Florida with an A.M. Best Financial rating of VII or higher for the most current calendar year available. The Surety or Sureties shall be a company or companies satisfactory to the City.

17.1.1. Said bond shall be forfeited should the Franchise Collector:

- a) Fail to comply with the terms of this Agreement after written notice and reasonable time to cure; or
- b) Take the benefit of any present or future insolvency status or make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of reorganization or the readjustment of indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of Franchise Collector's property; or
- c) By an order or decree of a court to be adjudicated bankrupt; or
- d) Have an order or decree of a court entered approving a petition filed by any of Franchise Collector's creditors seeking a reorganization or readjustment of Franchise Collector's indebtedness under the Federal Bankruptcy laws or any law or statute of the United States or any state thereof, provided, however, that if any such judgment or order is vacated within sixty (60) Days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect.

17.2. Payment Bond Disposal

Not applicable under the terms of this agreement.

17.3. Liquidated Damages

The City and Franchise Collector acknowledge and agree that it is impossible to precisely determine the amount of damages that would be incurred by the City due to those failures or circumstances described in this section and for which the Franchise Collector would otherwise be liable. Accordingly, the City has determined terms and amounts of the liquidated damages set forth herein, and the parties agree that the liquidated damages are reasonable under the circumstances. Therefore, the following shall constitute liquidated damages, not penalties, for the Franchise Collector's breach of this Agreement.

17.3.1. Liquidated damages for incomplete Routes (or other re-routing related service failures) will not be assessed for a period of four (4) weeks from the implementation of any City-approved Route change. Complaints from customers residing in the affected areas shall still be reported during this grace period.

17.3.2. The Division Manager may assess the following liquidated damages pursuant to this Article on a monthly basis in connection with the Agreement and shall, at the end of the month during the term of this Agreement, notify the Franchise Collector in writing of the liquidated damages assessed and the basis for each assessment:

Performance Standard Violation	Liquidated Damages
Failure to submit to the City all plans, reports, or other documents in the time required under the provision of this Agreement unless otherwise approved by the Division Manager.	\$500 per incident / per day after due date
Failure to comply with the hours of operation as required. (Article 9.1)	\$300 per occurrence / per day
Failure to report Route status. (Article 13.2)	\$100 per day
Failure to return containers or garbage receptacles to original location as per Agreement	\$100 per incident
Failure or neglect to complete each route on the regularly scheduled day (defined as at least 90% of the customers on the route) except when such completion is made impossible by weather or other conditions, as determined by the City.	\$250 per Route per day
Failure or neglect to resolve complaints within the specified time frame. (Article 12.6.2)	\$250 per complaint per day
Failure to provide clean, safe and sanitary equipment at beginning of each work schedule	\$250 per incident
Using improper equipment to service commercial or residential customers	\$250 per incident
Failure to close gates on dumpster enclosures as well as container lids on commercial customer locations	\$250 per incident
Failure to comply with proper uniforms and employee identification as per Agreement	\$200 per incident
Failure to provide promotional and educational activities, advertisements and civic awareness programs	\$5,000 per year
Mixing loads as specified in Article 11.1.	\$5,000 per occurrence;
Failure to deliver any Solid Waste or Program	\$5,000 per occurrence;

Recyclables collected to a Designated Facility pursuant to the Agreement. (Article 10.1.)	occurrences beyond the first one may also result in termination of this Agreement.
Changing part or all of a Route without receiving prior approval from the Division Manager. (Article 5.7.2)	\$500 per occurrence.
Failure to clean spillage or leakage (oil, hydraulic fluid, Solid Waste, Recovered Materials, etc.) within twenty-four (24) hours. (Article 11.5)	\$250 per occurrence / per day
Failure to immediately report accidents, damage, spills to the City and provide a copy of a written report within three (3) days.	\$250 per incident
Failure to repair, replace, or deliver a container/Recycling Bin/Roll Cart within three (3) Days of notification. (Article 8.1)	\$100 per occurrence / per day
Failure to leave a non-collection notice for customer explaining why material was not collected. (Article 5.5)	\$50 per occurrence.

17.3.3. If the Franchise Collector fails to comply with any provision of the Agreement for which other liquidated damages have not been specified, the City may impose a \$250 assessment per occurrence / per day.

17.3.4. In the event the Franchise Collector wishes to contest such assessment, it shall within five (5) days after receiving such notice, request in writing a hearing date before the Division Manager to present its defense to such assessment. The Division Manager shall notify the Franchise Collector in writing of any action taken with respect to the Franchise Collectors claims.

If the Franchise Collector has frequently or repetitively defaulted in the performance of any of the materials conditions or requirements contained in the Agreement, the City Commission may in its sole discretion deem the Franchise Collector to be a habitual violator, regardless of whether the Franchise Collector has corrected each individual condition of default. Under such circumstances, the Franchise Collector shall forfeit its right to any grace period to correct or cure future defaults. All of the Franchise Collectors prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The City shall issue a written notice to the Franchise Collector that the Franchise Collector has been deemed a habitual violator and any single default by the Franchise Collector of whatever nature shall be grounds for termination of this agreement as per the provisions set forth in Article 19.

17.3.5. Liquidated damages shall be deducted from the monthly payment due the Franchise Collector from the City.

ARTICLE 18. INSURANCE

The Franchise Collector shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager. All insurance carriers shall be rated A- or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Franchise Collector to insure that all subcontractors, if any approved by the City, comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy. The City reserves the right to accept or reject the insurance carrier. In the event the insurance coverages provided for under this Agreement expires prior to the expiration date of this Agreement, a renewal certificate shall be issued thirty (30) days prior to the expiration date. The certificates shall provide a thirty (30) day notification clause to the City in the event of cancellation or modifications to the policy.

The following insurance coverage shall be required.

- a. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Franchise Collector further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on all Certificates of Insurance, excluding Workers Compensation, in connection with work being done under this Agreement.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIABILITY Type of Insurance	LIMITS OF	
	each occurrence	aggregate

GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE / \$2,000,000 AGGREGATE

* Policy to be written on a claims incurred basis

XX comprehensive form		
XX premises - operations	bodily injury	
___ explosion & collapse hazard	property damage	
___ underground hazard		

XX products/completed		

operations hazard	bodily injury and
XX contractual insurance	property damage
XX broad form property	combined
damage	
<hr/>	
XX independent contractors	
XX personal injury	personal injury
<hr/>	
AUTOMOBILE LIABILITY:	MINIMUM
OCCURRENCE/\$2,000,000 AGGREGATE	\$1,000,000 per
	bodily injury
	(each person)
XX comprehensive form	bodily injury
	(each accident)
<hr/>	
XX owned	property damage
<hr/>	
XX hired	bodily injury and
XX non-owned	property damage
	combined
<hr/>	

REAL & PERSONAL PROPERTY

 comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

XX umbrella form	bodily injury and		
XX other than umbrella	property damage		
	combined	\$2,000,000.	\$2,000,000.

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

ARTICLE 19. OTHER TERMS AND CONDITIONS

19.1. Hold Harmless and Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Franchise Collector covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, volunteers, representatives, elected and appointed officials and employees from any claim, loss, damage, cost, charge or expense arising out of any wrongful act, improper action, neglect or omission by the Franchise Collector, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, including any action instituted against the City by 3rd parties based upon this Franchise Agreement, except that neither the Franchise Collector nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees. Franchise Collector releases and discharges City from any claim, demand, and cause of action arising out of or in connection to Franchise

Collector's handling, storage, clean-up and/or disposal of any Hazardous Waste material under this Agreement.

Nothing contained herein in this Agreement is intended to waive the City's rights and limitations pertaining to Sovereign Immunity as provided for under Florida Statute 768.28, as amended.

If the City of Pompano Beach elects to defend any claim, demand, cause of action, or lawsuit arising out of any wrongful act, improper action, negligent acts or negligent omissions, or willful misconduct of the Franchise Collector, its employees, agents or servants during the performance of the Agreement, whether directly or indirectly, Franchise Collector agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

19.2. Retention of Records and Right to Access

The Franchise Collector shall maintain during the term of the Agreement all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the Franchise Collector. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this Agreement. The Franchise Collector shall maintain and make available such records and files for the duration of the Agreement and retain them until the expiration of three years after final payment under the Agreement.

19.3. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

19.4. Independent Contractor

The Franchise Collector will conduct business as an independent contractor under the terms of this Agreement. Personnel services provided by the Franchise Collector shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

19.5. Assignment of Agreement

This Agreement, or any portion or interest herein, shall not, under any circumstances, be assigned, transferred or otherwise encumbered by Franchise Collector without the express, written consent of the City and assumption of all terms and conditions set forth in the Agreement by the assignee or transferee.

The Franchise Collector shall not sell or otherwise dispose of any assets that negatively affect the Franchise Collector's performance of the City's collection or disposal of Solid Waste, Bulk Waste, Yard Waste and Recyclables during the term of this Agreement, without the express, written consent of the City. The City has the sole discretion to determine whether the Franchise Collector's ability to perform its obligations under this Agreement has been affected or impaired by such sale or disposition of assets.

19.6. Waiver

It is agreed that no waiver or modification of the Agreement, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

19.7. Survivorship Rights

This Agreement shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

19.8. Termination

This Agreement may be terminated pursuant to Article 17.3.4 if the Franchise Collector has been deemed a habitual violator and subsequently is determined to be in breach upon one hundred eighty (180) days advance written notice. In the event this Agreement is so terminated or cancelled upon the request of the City with the required advance written notice, the City shall reimburse the Franchise Collector for actual work satisfactorily completed.

The City reserves the right to terminate the Agreement for cause, default or abandonment of duties upon fourteen (14) days advance written notice to the Franchise Collector, provided that the City has given Franchise Collector written notice of such cause, default or abandonment and provided 5 business days to cure and such cure has not been effected. Any termination costs, including demobilization of equipment and personnel, shall be incurred and paid by the Franchise Collector. In such case, the Franchise Collector shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

19.9. Manner of Performance

Franchise Collector agrees to perform its duties and obligations under this Agreement in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Franchise Collector agrees that the services provided under this Agreement shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Franchise Collector, upon request, agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Franchise Collector further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Franchise Collector to comply with this paragraph shall constitute a material breach of Agreement.

19.10. Standard Provisions

a. Governing Law

This Agreement shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Patent Fees, Royalties, And Licenses

If the selected Franchise Collector requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Franchise Collector and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

c. Permits

The selected Franchise Collector shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

d. Familiarity With Laws

The Franchise Collector shall comply with all federal, state and local laws, ordinances, rules and regulations in performing its services pursuant to this Agreement. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

e. Force Majeure.

If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather,

floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government (“Force Majeure”), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term “Force Majeure” does not include and a party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder.

f. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

g. Disagreements

It is recognized that disagreements may arise between City and Franchise Collector with regard to the collection of certain items due to interpretation of the specific language of the Agreement. In the event a disagreement arises, Franchise Collector agrees to continue to provide services in accordance with this Agreement until that dispute is resolved or a court of competent jurisdiction provides a ruling on the matter, if litigated. The City’s Department Director shall be the arbitrator and final decision maker in all disagreements not litigated.

h. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Franchise Collector shall comply with Florida’s Public Records Law. Specifically, the Franchise Collector shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Franchise

Collector upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

2. The failure of Franchise Collector to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

ARTICLE 20. EXHIBITS

- Exhibit 1: Financial Proposal Forms
- Exhibit 2: Technical Specifications for Roll Carts
- Exhibit 3: Value Added Services

ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by both parties.

This Contract constitutes the sole and complete understanding between the parties and supersedes all Contracts between them, whether oral or written with respect to the subject matter.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH,
CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:
FLORIDA

WASTE MANAGEMENT INC. OF

a Florida corporation



Ronald Kaplan
Print Name

By: 

Tim Hawkins
Typed or Printed Name



Luigi Pace
Print Name

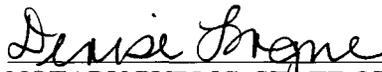
Title: President

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of September, 2015, by Timothy B. Hawkins as President of WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission N

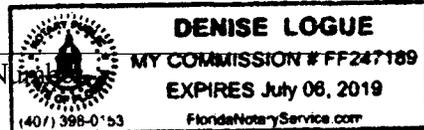


EXHIBIT 1

Financial Proposal Forms

RESIDENTIAL AUTOMATED CURBSIDE CART SERVICE				
	Single Family, Duplex & Triplex	Trailer Pad	Multi- Dwelling	Backdoor Service (Optional)
Monthly Rate	\$17.32	\$13.65	\$13.16	\$10.00

MULTIFAMILY RESIDENTIAL CONTAINERIZED (NON-COMPACTED)							
	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	7x Week
1 cu yds	N/A	\$114.97	\$172.46	\$229.97	\$287.45	\$344.93	\$402.43
2 cu yds	N/A	\$157.86	\$236.76	\$315.68	\$394.61	\$473.54	\$552.46
3 cu yds	N/A	\$200.71	\$301.07	\$401.42	\$501.77	\$602.12	\$702.48
4 cu yds	N/A	\$243.57	\$365.37	\$487.15	\$608.94	\$730.73	\$852.51
6 cu yds	N/A	\$294.65	\$441.96	\$589.28	\$736.60	\$783.92	\$1,031.25
8 cu yds	N/A	\$345.71	\$518.56	\$691.41	\$864.27	\$1,037.12	\$1,209.97

MULTIFAMILY RESIDENTIAL CONTAINERIZED (COMPACTED)							
	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	7x Week
2 cu yds	N/A	\$416.69	\$625.00	\$833.31	\$1,041.65	\$1,250.00	\$1,458.31
3 cu yds	N/A	\$579.93	\$869.88	\$1,159.85	\$1,449.81	\$1,739.75	\$2,029.74
4 cu yds	N/A	\$743.17	\$1,114.78	\$1,486.37	\$1,857.95	\$2,229.54	\$2,601.15
6 cu yds	N/A	\$1,026.38	\$1,539.55	\$2,052.74	\$2,565.93	\$3,079.12	\$3,592.31

ANCILLARY SERVICES – RESIDENTIAL & COMMERCIAL CONTAINERIZED				
Container Rollout (per service)	Casters (per month, per container)	Special Pickup (per cu yard)	Locking (per month, per container)	Ticketed Service (per cu yard)*
\$10.00	\$6.25	\$15.00	\$10.00	\$3.00
*Ticketed service is a surcharge amount for requesting on-call ticketed service and is billed in addition to standard monthly collection and disposal charges.				

COMMERCIAL CART SERVICE (TWICE PER WEEK)				
	1 – 96 gal Cart	2 – 96 gal Cart	3 – 96 gal Cart	4 – 96 gal Cart
Monthly Rate	\$76.24	\$114.48	\$151.72	\$189.96

COMMERCIAL CONTAINERIZED (NON-COMPACTED)							
	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	7x Week
1 cu yds	\$106.47	\$212.95	\$319.45	\$425.92	\$532.40	\$638.87	\$745.36
2 cu yds	\$159.54	\$319.15	\$478.71	\$638.29	\$797.85	\$957.43	\$1,117.00
3 cu yds	\$212.64	\$425.32	\$637.99	\$850.65	\$1,063.31	\$1,275.98	\$1,488.64
4 cu yds	\$265.72	\$531.52	\$797.27	\$1,063.01	\$1,328.76	\$1,594.52	\$1,860.28
6 cu yds	\$354.54	\$709.21	\$1,063.82	\$1,418.42	\$1,773.03	\$2,127.63	\$2,482.23
8 cu yds	\$443.37	\$886.91	\$1,330.36	\$1,773.82	\$2,217.28	\$2,660.73	\$3,104.18

COMMERCIAL CONTAINERIZED (COMPACTED)							
	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	7x Week
2 cu yds	\$233.86	\$467.79	\$701.65	\$935.58	\$1,169.44	\$1,403.33	\$1,637.23
3 cu yds	\$317.47	\$634.92	\$952.39	\$1,269.86	\$1,587.33	\$1,904.81	\$2,222.25
4 cu yds	\$401.05	\$802.10	\$1,203.13	\$1,604.18	\$2,005.20	\$2,406.25	\$2,807.30
6 cu yds	\$546.52	\$1,093.06	\$1,639.61	\$2,186.12	\$2,732.67	\$3,279.18	\$3,825.70

ROLLOFF SERVICES			
	Solid Waste (MSW) Open Top ¹	Solid Waste (MSW) Compactor ¹	Construction & Demolition (C&D) Flat Rate Price ²
10 cubic yards	\$195.00	\$235.00	\$326.61
15 cubic yards	\$195.00	\$235.00	\$397.41
20 cubic yards	\$195.00	\$235.00	\$468.22
30 cubic yards	\$195.00	\$235.00	\$609.83
40 cubic yards	\$195.00	\$235.00	\$751.44
¹ Plus disposal based on weight at the current disposal rate per ton.			
² Rate is all inclusive (includes pull charge, disposal and 12% franchise fee).			

EXHIBIT 2

Technical Specifications for Roll Carts

Following are minimum requirements for the Roll Carts within the scope of the Agreement.

<p>Construction and Design</p>	<ul style="list-style-type: none"> • Must meet ANSI Standards Z245.30 and AZ245.60 “Type B/G” containers, all rules, regulation, and laws pertaining to this product. • Roll Carts must be produced by a major manufacturer. • Roll Carts must be universal and compatible with and capable of withstanding all U.S. industry-standard semi-automated and fully-automated collection systems. • The upper lift point shall be permanently molded into the Roll Cart and the lower must be a 1” diameter galvanized free floating metal bar or composite equivalent, securely attached to prevent failure or loss. Molded bars are unacceptable. • Roll Carts must be designed to prevent the Roll Cart from falling into the truck hopper when lifted and turned upside down using a semi-automated collection system. • Interior and exterior of Roll Cart body must be smooth and uniform in appearance, and must be free of pockets, recesses, or significant intrusions that could trap debris. • The Roll Cart must be manufactured with a narrow width design to fit through a 30” door opening. • The Roll Cart must be manufactured with a foot operated tilt feature designed into the axle area to facilitate easy tipping.
<p>Size (Capacity)</p>	<ul style="list-style-type: none"> • Two different sized Roll Carts are required: <ul style="list-style-type: none"> ○ Large = 94-96 gallon ○ Medium = 64-66 gallon
<p>Materials</p>	<ul style="list-style-type: none"> • Must be rotationally or injection molded using medium to high density 100% recyclable polyethylene. • Minimum resin weight of unassembled Roll Cart, including cart body and lid, must be: <ul style="list-style-type: none"> ○ 30 pounds or greater for large Roll Cart ○ 22 pounds or greater for medium Roll Cart • Resin used in the manufacturing process must contain a minimum of 15% post-consumer recycled material. • All plastic parts must be stabilized against ultraviolet light deterioration with an UV stabilizer additive with no less than two fifths of one percent (.4%) by weight.
<p>Body</p>	<ul style="list-style-type: none"> • The body of the Roll Cart must be one piece. • The Roll Cart wall and bottom thickness must be a minimum of .150 inches for injected molded carts. For carts manufactured through a rotational molding process, wall thickness must have a minimum nominal wall thickness of .172” throughout the cart.

	<ul style="list-style-type: none"> • The body of the Roll Cart must be designed with a drag rail on the container bottom and reinforced in the area that contacts the ground with a molded-in bottom wear strip. • The top of the body must be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim must have a raised inner perimeter. The rim of the Roll Cart must not be designed to have an inward radius to obstruct free flow emptying the material out of the container.
Lid	<ul style="list-style-type: none"> • Lids must be of a configuration that they will not warp, bend, slump, or distort to such an extent that it no longer fits the body properly or becomes otherwise unserviceable. • Lids must be watertight, prohibit vectors from entering, and odor emission from exiting. • The lid must be one-piece construction and securely attached to the rear of the wheeled section of the Roll Cart using a rustproof, weather-resistant fastener system. • The lid must be hinged to open by gravity to a position of 270 degrees from the closed position and hang open without stressing the lid, body, or tipping over the Roll Cart. • Lids must be designed to be easily removed in the event of damage or failure. Lid latches are unacceptable.
Handle	<ul style="list-style-type: none"> • Each Roll Cart must have a horizontal handle(s) to provide comfortable gripping areas for pushing or pulling the roll art. • The handle shall be integrally molded into the body or lid, and only plastic surfaces shall be exposed to the hands of the user.
Wheels/Axle	<ul style="list-style-type: none"> • Roll Carts must be equipped with two (2) plastic molded or rubber wheels making the cart capable of being easily moved and maneuvered. • Wheels shall be snap-on or attached in a way that prevents unintended detachment. • Wheels must be a minimum of 10 inches in diameter. • Each Roll Cart shall be furnished with a minimum 5/8 inch diameter axle with a corrosion-resistant coating that must be securely attached to the body by molded axle retainers. • The wheels and axle must be rated to meet and exceed load requirements of 3.5 pounds per gallon.
Stability	<ul style="list-style-type: none"> • Roll Carts must be stable and self-balancing when in the upright position, whether loaded or empty and maintain stability when returned to the ground at the end of the dumping cycle. • Roll Carts must be able to remain stable and upright in winds up to 30 miles per hour when empty.
Color	<ul style="list-style-type: none"> • Color must not be streaked in the finished product and must be colorfast so that the color does not alter significantly with normal use. Painted Roll Carts are unacceptable. • The Solid Waste Roll Cart shall and Recycling Roll Cart shall be in such a way that is easily distinguishable. • The City must approve.

<p>Markings</p>	<ul style="list-style-type: none"> • Sequential serial numbers must be molded, branded, or hot stamped into the front of the body with white color. • The City of Pompano Beach logo and Recycling logo must be clearly molded, inscribed, or hot-stamped into both sides of the body with the following working in 1 inch lettering on the lid: <ul style="list-style-type: none"> ○ Instructors for which side of the Roll Cart must face the street for collection ○ Recycling Roll Cart lids must include program instructions. ○ Any other ANSI and regulatory labeling required. • The City must approve all markings.
<p>Warranty</p>	<ul style="list-style-type: none"> • Roll Carts must be fully (100%) warranted against defects in materials and workmanship for a minimum period of ten (10) years from the date of delivery. • The warranty must be unconditional and non-prorated with assurance of full Roll Cart replacement. The warranty must survive the termination of any contract for the manufacture and/or assembly and distribution of the Roll Carts. • Warranty is understood to include the following coverage: <ul style="list-style-type: none"> ○ Failure of the lid to prevent rainwater from entering the Roll Cart when the lid is closed on the body. ○ Damage to the body, the lid, or any component parts through opening or closing the lid. ○ Failure of the lid hinge to remain fully functional and continually hold lid in the originally-designed and intended positions when either opened or closed. ○ Failure of the body and lid to maintain its original shape. ○ Wear through of Roll Cart bottom so that it leaks liquid. ○ Failure of the wheels to provide continuous, easy mobility, as originally designed. ○ Failure of any part to conform to minimum standards as specified.

Exhibit 3

Waste Management Value Added Partnership

High School Scholarship Program

Waste Management understands the importance of higher education in today's extremely competitive workplace. A student has a much greater opportunity of finding a quality career if they have successfully graduated from college. In keeping with our philosophy of giving back to the communities that we service, Waste Management will provide six \$1,750.00 scholarships to graduating Pompano Beach seniors. We will collaborate with the City to establish the criteria and process to select the winners. Three students from Blanche Ely High School and three students from Pompano Beach High will be selected. Annual Scholarship Commitment: \$10,000.00

Waste Management's "Green" Sustainability Service (WMSS):

This exclusive service of W.M will target certain Pompano Beach municipal buildings for a waste and recycling analysis study. 100 hrs of sustainability consulting services from WMSS will be provided and result in a detailed recommendation for environmental prowess and green sustainable initiatives going forward. This service will include:

- An investigation of current trends in waste generation (create a baseline of waste streams)
- An on-site waste assessment of waste streams and practices
- Compiling data into a detailed report describing investigation and data analysis recommendations for process improvements

In order to implement a successful program, Waste Management and Pompano Beach must work closely together to ensure that the relevant stakeholders are educated about the changes to the current program and are involved in the implementation.

Big Belly Solar Compactors:

Waste Management Inc. of Florida will provide Pompano Beach with ten BigBelly + SmartBelly Double Station Solar Compactors to be placed throughout the city. The locations for the BigBelly Solar Compactors will be determined by the City.

The BigBelly + SmartBelly Solar Compactor is the solid waste and recycling container of the 21st century. These units utilize sunlight to charge the batteries that operate the compacting unit, no need for electricity. These compactors are made of extremely durable plastics and can withstand the extreme temperatures that we experience during our summers.

The BigBelly + SmartBelly Solar Compactor is also the smartest solid waste and recycling container available. These units will notify you when they are full and need to be emptied. This function will save Pompano Beach money by allowing the City to only send staff out to empty the compactors when they are full, instead of having to visually inspect them on a daily basis. By only making trips to the compactors when they are full will not only save on labor expense but will also reduce the amount of fuel used, thus reducing the City's carbon footprint.

The BigBelly + SmartBelly Solar Compactor can generate revenue to the City. This can be accomplished by the City selling advertising space on the side panels of the compactor units or utilize the space for public awareness campaigns.

Cartridges for Kids (CFK) Recycling:

Fund raising has never been easier. *Cartridges for Kids* (CFK) recycles used and broken electronics in exchange for cash. This easy to use, environmentally friendly program pays cash for most cell phones, inkjet & laser cartridges, laptops, MP3s, PDAs and tablets, readers and or notebooks – and the list keeps growing.

The process is simple. Students collect electronics, place them in a box, seal the box and send the package via UPS to Waste Management. Waste Management provides free, pre-paid shipping labels for all CFK shipments. In return, schools will receive cash (via direct deposit or check) for the recycled electronics. Schools can also earn bonuses 12 times per year.

CFK is easy to launch. Waste Management is happy to help schools set up the program and we offer free, customizable promotional materials. A few examples of these materials are included along with the current CFK price list.

The program is flexible. Individual teachers can use the CFK program or the school as a whole can participate. Schools build the program to their specifications. CFK is also a great way for schools to partner with local businesses and other community groups to recycle old or broken electronics. Any business can donate to a specific classroom or to the school as a whole. Schools decide what works best for them.

This is a great opportunity to help Pompano Beach schools earn cash while helping the environment by keeping electronics from going to the landfill. It is a win-win for the community and the environment.