

Solid Waste Agreement

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Solid Waste Agreement

THIS AGREEMENT made and entered into this ____ day of _____ 2021, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, located at 65 Stone Street (hereinafter "City") and **Waste Management Inc. of Florida** a Florida Corporation, located at 3303 Lake Drive, Cocoa, Florida 32926 (hereinafter "Contractor").

WITNESSETH:

WHEREAS, there is an immediate and continuing need for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials from residents, businesses, and other entities within the municipal boundaries of the City of Cocoa; and

WHEREAS, Contractor has the necessary equipment, personnel, and experience to properly perform the collection and disposal services described herein; and

WHEREAS, it appears to be in the best interests of the public health, safety, and welfare of the citizens of the City of Cocoa and its resident businesses and entities to award a franchise to Contractor to provide for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials upon the terms and conditions more particularly described herein.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and consideration contained herein, the City and Contractor agree as hereinafter set forth:

1. **Recitals.** The foregoing recitals are true and accurate and are incorporated herein by reference.
2. **Definitions.** The following words and phrases contained in this Agreement shall have the meaning described in this section unless the context clearly indicates otherwise:
 - 2.1. **Administrative Fee:** Shall mean administrative fees charged by the City to all customers for services related to response to inquiries, supplemental vegetative waste collection, account billing services and all other administrative requirements of the contract.
 - 2.2. **Authorized Representative:** Shall mean the City Manager or his designee who shall represent the City in the administration and supervision of the Agreement. The City Manager's designee, if any, shall be appointed in writing, and said appointment may be for the administration and supervision of this Agreement, in whole or in part.
 - 2.3. **Automated Cart or Autocart:** Shall mean a 64 or 96-gallon durable plastic container with a lid, wheels, and handles made with recycled content for automated garbage and recycling collection services. The carts shall be uniform in color, contain instructions for use and contain the Contractor logo. Garbage and recycling autocarts shall be green in color, with the exception that recycling

autocarts shall have a yellow lid to distinguish the difference between garbage and recycling autocarts. Slight sizing variations due to manufacturing differences are acceptable.

- 2.4. **Automated Cart Program:** Shall mean the program where the contractor provides fully assembled autocarts to new residences/residents for solid waste and recycling collection, as current residences already have autocarts. The contractor is to distribute autocarts prior to the start of collection services to prevent any lapse in service.
- 2.5. **Biohazardous Waste:** Shall mean any solid waste or liquid waste which may present a threat of infection or disease to humans or may reasonably be suspected of harboring pathogenic organisms. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; used or contaminated disposable sharps (e.g. hypodermic needles, syringes, broken glass, and scalpel blades), human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health and Rehabilitative Services represent a significant risk of infection to persons outside the generating facility.
- 2.6. **Biological Waste:** Shall mean solid waste that cause or has the capability of causing disease or infection and includes, but is not limited to, Biohazardous waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans or animals. This term is not inclusive of human remains that are disposed by a person license under Chapter 470 of the Florida Statutes.
- 2.7. **Bulk Trash:** Shall mean any non-vegetative item which cannot be containerized, bagged or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, washers, dryers, water heaters, sinks, bicycles, and other similar appliances, household goods, and furniture and shall not be commingled with vegetative waste. Bulk trash shall also mean large vegetative waste, which cannot reasonably be cut and placed in garbage carts and having lengths not exceeding four feet and having diameters less than 6 inches or bundles of more than 21 palm fronds, and when exceeding three (3) cubic yards, it must be serviced using a clam or claw truck.
- 2.8. **City:** Shall mean the City of Cocoa, a Florida Municipal Corporation located in Brevard County, Florida, acting through its City Council or Authorized Representative.
- 2.9. **City Council:** Shall mean the City Council of the City of Cocoa, Florida.

- 2.10. **City Code or Code:** Shall mean the Code of Ordinances of the City of Cocoa, Florida.
- 2.11. **Collection and Disposal Service:** Shall mean the process whereby refuse, bulk trash, vegetative waste, or recyclable material is collected and transported for disposal by Contractor under this Agreement to a designated facility or some other approved disposal facility.
- 2.12. **Collection Equipment:** Shall mean any vehicle or equipment that is used by Contractor to perform the collection and disposal service required by this Agreement.
- 2.13. **Collection Vehicle:** Shall mean any vehicle that is used by Contractor to perform the collection and disposal service required by this Agreement.
- 2.14. **Collection Regulations:** Shall mean any local, state, and federal laws and administrative rules that regulate any and all aspects of collection and disposal services, as may be in existence during the term of this Agreement.
- 2.15. **Commercial Service:** Shall herein refer to the collection and disposal service provided to business establishments, churches, schools, multiple dwelling units, office buildings and other commercial establishments serviced by mechanical container and/or commercial 96-gallon autocart service. Commercial services are further defined within Exhibit A. Upon the effective date of this agreement and ordinance, buildings containing three (3) or more permanent living units will be classified as Commercial Service and follow the standard service requirements as described in Section 4.3.
- 2.16. **Commercial Trash:** Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, furniture, appliances, wood, paper or cardboard boxes or containers, sweepings, and any other similar accumulation not included under the definition of garbage, generated by the operation of stores, offices, and other commercial establishments. Commercial trash shall not include special waste.
- 2.17. **Compactor:** Shall mean and include containers dumped mechanically by a collection vehicle and able to be serviced by the Contractor. The type serviced by a front-end loader generally ranges in size from 2-10 cubic yards. The type serviced by a roll off truck generally ranges from 15-50 cubic yards. Both units are designed to mechanically compact solid waste.
- 2.18. **Complaint:** Shall mean verbal or written indication from a customer or the Authorized Representative of a problem with any aspect of the collection and disposal services provided by Contractor pursuant to this Agreement, whether or not the problem results in a service call by Contractor.

2.19. **Construction and Demolition Debris:** Shall have the same meaning prescribed in 62-701.200(24), Florida Administrative Code, which at the effective date of this Agreement means:

“discarded materials generally considered to be not water-soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt 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, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in section 403.707(9)(j), F.S., yard trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.”

2.20. **Contract or Agreement:** Shall mean this Contract, and any amendments and renewals from time to time, executed by the City and the Contractor for the performance of the collection and disposal services described herein.

2.21. **Contractor or Franchisee:** Shall mean Waste Management Inc. of Florida and its directors, officers, employees, agents, contractors, and assigns.

2.22. **CPI:** Shall mean the Consumer Price Index-Garbage and Trash, Series ID CUUR0000SEHG02, (Dec 2003=100) for the U.S., published by the United States Department of Labor, Bureau of Labor Statistics.

2.23. **Customer:** Shall mean City and any person, establishment or entity who receives, is required to receive, or requests collection and disposal services within the service area.

2.24. **Designated Facility:** Shall mean a disposal processing, recovery, recycling or transfer facility designated by the Authorized Representative.

- 2.25. **Disposal Costs:** Shall mean the "tipping fees" or landfill costs charged to the Contractor by others for the disposal of solid waste collected by the Contractor in performing collection and disposal services provided hereunder.
- 2.26. **Dispute:** Shall mean a disagreement between Contractor and City concerning a question of fact, interpretation of this Agreement, Contractor's compliance and performance with the terms and conditions of this Agreement, and Contractor's level of service provided while performing collection and disposal services. A dispute does not include a disagreement concerning an annual evaluation as provided in Section 9.
- 2.27. **E-waste:** Shall mean Electronic Waste that includes computer towers; laptop computers; tablets; keyboards; zip and external hard drives; flat screen monitors, scanners, printers, speakers; A/V equipment including amps, receivers, DVD, VCR, flat screen televisions, cassette and reel to reel tape players, turntables & related electrical hardware; communication devices (hand held & amateur (ham) radios, pagers, cell phones, cordless & wired phones); digital cameras, recorders, GPS units and related hardware; remote controls; microwave ovens. This list is subject to change upon notification from Brevard County and/or its E-waste processor.
- 2.28. **Franchise:** Shall mean an initial authorization or renewal thereof, voluntarily entered into by the Contractor and issued by the City, whether such authorization is referred to as a franchise permit, license, ordinance, resolution, agreement, contract or otherwise, which authorizes collection and disposal services within the service area. All Franchises shall be presumed to be non-exclusive unless otherwise specifically authorized by City in writing. Any such authorization, in whatever form granted, shall not mean or include any franchise or permit required for the privilege of transacting and carrying on a business within the service area as required by other Code provisions and ordinances of the City.
- 2.29. **Garbage:** Shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Garbage shall not include special waste.
- 2.30. **Hazardous Waste:** Shall mean waste defined as hazardous waste pursuant to local, state, and federal law.
- 2.31. **Household Trash:** Shall mean the accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, whole automobile tires (not to exceed an amount permitted by the designated facility), construction and demolition debris from "do-it-yourself" projects not to exceed two cubic yards per customer per collection, and all other accumulations

of a similar nature other than garbage and vegetative waste, which are usual to housekeeping, do-it-yourself home improvements, and home occupations (as defined by City Code).

- 2.32. **Mechanical Container:** Shall mean and include plastic or metal containers 2 cubic yards and greater dumped mechanically by a collection vehicle and able to be serviced by Contractor.
- 2.33. **Multifamily Commercial:** Shall mean any building containing three (3) of more permanent living units, not including motels and hotels, and any mobile home park and shall be billed as Commercial units and shall follow the standard service requirements as described in Section 4.3.
- 2.34. **Multifamily Residential:** Shall mean any building containing three (3) or more permanent living units, not including motels and hotels, and any mobile home park and shall be billed per each unit and shall follow the standard service requirements as described in Section 4.4.
- 2.35. **Multiple Dwelling Units:** Shall mean any building containing three (3) or more permanent living units, not including motels and hotels, and any mobile home park. Upon the effective date of this agreement and ordinance, new Multiple Dwelling Units shall be classified as Multifamily Commercial and follow the standard service requirements as described in Section 4.3. Accounts classified as Multiple Dwelling Units prior to the ordinance may continue with existing service requirements as Multifamily Residential service until: (i) the account owner requests a change to Commercial Service, (ii) building use changes, or (iii) redevelopment occurs. If service is changed, the account owner will be responsible for any site alterations required as part of the City of Cocoa Code of Ordinances.
- 2.36. **Overage:** Shall mean any solid waste placed on the ground, outside of the designated commercial autocart, mechanical, or roll-off container, or solid waste which exceeds the container's capacity by extending 12 inches or more over the top of the container. The occurrence of an Overage allows the Contractor to charge an extra pickup fee.
- 2.37. **Performance and Payment Bond or Letter of Credit:** Shall mean the form of security approved by the City and furnished by the Contractor as required by this Contract as a guarantee that the Contractor will perform the collection and disposal services in accordance with the terms of the Contract.
- 2.38. **Recyclable Materials:** Shall mean newspapers (including inserts), aluminum cans, plastic containers (HDPE and PET), brown, clear and green glass bottles and jars, and other solid waste materials added upon written Agreement between the City and the Contractor, when such materials have been either diverted from

the remaining solid waste stream or removed prior to their entry into the remaining solid waste stream.

- 2.39. **Recycling:** Shall mean any process by which recyclable materials are collected, separated, and processed for purposes of extracting or reusing the raw materials contained in the recyclable materials.
- 2.40. **Recycling Container:** Recycling container shall be as defined in Section 2.3 Autocart, or as approved by an authorized representative of the City. Residential customers shall have a 64-gallon Autocart and shall be required to have recycling service. Replacement carts will be provided by and distributed by the Contractor at Contractor's expense throughout the term of this Agreement. Contractor shall retain ownership of the carts upon the termination of this contract.
- 2.41. **Refuse:** Shall mean commercial trash, household trash and garbage, or a combination or mixture thereof.
- 2.42. **Refuse Container or Garbage Cart:** Refuse container or garbage cart shall be as defined in Section 2.3 Autocart, or as approved by an authorized representative of the City. Residential customers shall have a 64-gallon container and shall be required to have garbage service. Commercial and multiple dwelling unit customers with Autocart service will have a 96-gallon container or dumpster according to the fee rates provided in Exhibit A. Replacement carts will be provided by and distributed by the Contractor at Contractor's expense throughout the term of this Agreement. Contractor shall retain ownership of the carts upon the termination of this contract.
- 2.43. **Residential:** Shall mean single family detached homes and duplexes.
- 2.44. **Residential Service:** Shall mean collection and disposal services provided to persons occupying residential dwelling units who are not receiving commercial service under this Agreement.
- 2.45. **Roll-off Container:** Shall mean a dumpster which is used for the collection and disposal of construction and demolition debris or solid waste. The roll-off container may be of the open or enclosed variety and is typically hoisted onto a specifically equipped truck for transporting the construction and demolition debris or solid waste to a designated facility.
- 2.46. **Service Area:** Shall mean the area within the municipal boundaries of the City of Cocoa, Florida, as may be modified from time to time pursuant to Chapter 171, Florida Statutes, and the City of Cocoa Dyal Water Treatment Plant located in Orange County, Florida.

- 2.47. **Sludge:** Shall mean the accumulated solids, mixed liquids, residues, and precipitates generated from wastewater treatment, water supply treatment, air pollution control facilities, septic tanks, grease traps, privies, or similar waste disposal appurtenances.
- 2.48. **Solid Waste:** Shall mean bulk trash, refuse, vegetative waste, and recyclable materials or any combination thereof.
- 2.49. **Special Waste:** Shall mean solid wastes that require special handling and management by Contractor, and which are not accepted at the designated facility or other disposal facility or which are accepted at the designated facility or other disposal facility at higher rates than is charged for refuse, including, but not limited to, asbestos, whole tires which do not constitute household trash, used oil, lead-acid batteries, and biohazardous and hazardous wastes.
- 2.50. **Transfer** means the disposal by this Agreement, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of twenty percent (20%) or more at one time of the ownership or controlling interest of Contractor, or thirty-five percent (35%) cumulatively over the term of the Agreement of such interests to a corporation, partnership, limited partnership, trust or association, or person or group of persons acting in concert or a change in control. Transfer shall not include any transfer or assignment to a person controlling, controlled by, or under the same common control as the Contractor at the effective date of this Agreement.
- 2.51. **Vacant Lot / Property:** Shall mean any location within the corporate City limits of Cocoa and that is not under City Controlled Property and has no account associated with said location.
- 2.52. **Vegetative Waste or Yard Waste:** Shall mean any vegetative matter resulting from routine and normal yard and landscaping maintenance generated on site and shall include materials such as tree and shrub materials, grass clippings, palm fronds, Christmas trees, tree branches and similar vegetative matter usually produced in the care of lawns, landscaping and yards. Bulk vegetative waste includes tree limbs, tree trunks, palm fronds, etc. (cut in lengths of no greater than four (4) feet in length; no larger than 6 inches in diameter and not exceeding fifty (50) pounds per limb, trunk, frond, or bundle thereof) which exceeds three (3) cubic yards and must be serviced using a clam or claw truck.
- 2.53. **Vegetative or Yard Waste Container:** Yard waste container or cart shall be as defined in Section 2.3 Autocart, or as approved by an authorized representative of the City. Residential customers shall be provided a 96-gallon container and shall be required to have yard waste service. Commercial and multiple dwelling unit customers will have the option to subscribe for a 96-gallon

container or dumpster according to the fee rates provided in Exhibit A. Replacement carts will be provided by and distributed by the Contractor at Contractor's expense throughout the term of this Agreement. Contractor shall retain ownership of the carts upon the termination of this contract.

3. **Grant of Franchise.** There is hereby granted to Contractor an exclusive right, privilege or franchise to collect and transport for disposal solid waste within the service area, during the term of this Agreement and subject to the limitations and conditions as set forth in this Agreement. All rights granted to Contractor hereunder shall be subject to the continuing right of the City to regulate the City's rights-of-way and to protect the public health, safety, and welfare as shall, at the sole discretion of the City, be in the public's interest. The grant of this franchise shall not affect the City's right to provide collection and disposal services not expressly and unambiguously provided hereunder to Contractor on an exclusive basis or during an emergency. In the event of any conflict or ambiguity hereunder as to whether a collection and disposal service is exclusively granted to Contractor, the conflict or ambiguity shall be construed as granting Contractor a non-exclusive franchise with respect to the collection and disposal service at issue. Nothing under this Division shall be construed as providing any franchise for collection and disposal services not expressly provided for hereunder.

4. **Scope of Work.** It is the intent of this franchise to provide for the exclusive collection and disposal service of solid waste within the service area, with the exception of the exclusions specifically set forth in this Agreement. Contractor shall perform the collection and disposal service under the following terms and conditions, all of which shall be a material part of this Agreement:

4.1. **General Requirements:** Contractor shall fully comply with the following:

A. **Laws and Regulations.** Contractor shall be familiar and comply with all collection regulations and shall be solely responsible for determining, absorbing, and adjusting to the financial and practical impact such regulations have on its operation, subject to Contractor's ability to petition the City Council for a rate adjustment pursuant to Section 5.6 of this Agreement.

B. **Labor, Insurance, Equipment, etc.** Contractor shall provide, at its sole cost and expense, all labor, insurance, supervision, machinery, equipment, plant and office buildings, tracks, and other tools, equipment, and accessories necessary to perform the collection and disposal services in accordance with the level of service required by this Agreement.

C. **Protection of Public/Private Property and Utilities.** Contractor shall conduct his work in such a manner as to avoid damage to private or public property and shall repair or pay for any damage caused by its operations, except reasonable wear and tear to roadways. Contractor shall have knowledge of all existing utilities and it shall

operate with due care in the vicinity of such utilities and shall repair or have repaired, at no additional cost to the customer or utility owner, any breakage or damage caused by its operations.

- D. **Spillage.** Contractor shall not cause any spillage of solid waste to occur upon private or public property or the rights-of-way wherein the collection and disposal service occurs. Collection and disposal service shall be performed by Contractor to avoid leaking, spilling, and blowing of solid waste. In the event of any spillage caused by Contractor, Contractor shall promptly clean up all spillage at its expense. Contractor shall maintain sufficient equipment on each collection vehicle (e.g. fork, broom, shovel) to pick up spillage. In addition, Contractor shall promptly clean up all fluid spillage from collection equipment to the maximum extent feasible and promptly notify the Authorized Representative of all such fluid spillage.
- E. **Designated Facility.** All solid waste shall be hauled to a designated facility as directed in writing by the Authorized Representative and disposed of at those facilities. At present such designated facility includes the Brevard County disposal facility.
- F. **Holidays.** Contractor shall not provide collection and disposal service on Memorial Day, Independence Day, Veterans Day, Thanksgiving, and Christmas or on such day that the holiday is observed. Contractor shall inform the customers of any such variance in the collection schedules resulting from a holiday through an advertisement in a newspaper of general circulation published within Brevard County at least five (5) days prior to each holiday. In the event that Brevard County may increase the number of holidays that the County landfill will be closed, the Contractor will not be required to collect on such holiday chosen by Brevard County and such holiday will be included in this provision. There will be no make-up day and collection will be on the next regularly scheduled collection day.
- G. **Contractor's Office.** Contractor shall provide, at its sole cost and expense, a suitable office located within reasonable proximity to the service area. Contractor shall maintain, during Contractor's normal working hours, a staff and a local telephone number where complaints and requests for collection and disposal service shall be received, recorded in a log, and handled during Contractor's normal working hours. The office shall also provide for a means to promptly handle emergency complaints and requests for service.
- H. **Litter and Dangerous Animals.** Contractor shall not be responsible for scattered solid waste which can be categorized as litter unless the same has been caused by Contractor's acts or omissions, in which case, all such scattered solid waste shall be picked up immediately by Contractor. Contractor shall maintain sufficient equipment on each collection vehicle (e.g. fork, broom, shovel) to pick up such scattered solid waste. Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs and animals, roaming at large, in order to accomplish collection and disposal services. However, in the event Contractor is unable to provide

collection and disposal services to a customer under such conditions, Contractor shall immediately notify the customer, in writing, of such conditions and its inability to provide such collection and disposal services.

- I. **Hours and Days.** Except for unusual circumstances approved by the Authorized Representative in writing or as otherwise provided elsewhere in this Agreement, Contractor shall not perform collection and disposal services prior to 6:00 A.M. or after 8:00 P.M., E.S.T., Monday through Saturday. No collection and disposal services shall occur on Sundays and holidays designated in Section 4.1(F) unless authorized in writing by the Authorized Representative. Contractor may perform collection and disposal services in the Cocoa Village between the hours of 5:00 a.m. and 6:00 a.m., unless prohibited by the Authorized Representative.
- J. **Tagging Solid Waste Improperly Containerized.** In the event solid waste is not containerized, bundled, or piled pursuant to this Agreement and Contractor does not perform collection and disposal services regarding such solid waste, Contractor shall tag the container, bundle, or pile or subject property with a written notice containing a brief explanation why the container, bundle, or pile was not collected and disposed of and promptly notify the Authorized Representative. The solid waste shall be collected and disposed of at the next regularly scheduled collection day, provided the solid waste is properly containerized, bundled, or piled.
- K. **Customer Report; City Billing Database.** Contractor and City agree that the monthly customer report required to be maintained and filed by Contractor pursuant to Section 19.3(A) is vital to keeping an accurate account of all customers receiving collection and disposal services under this Agreement and for ensuring accurate billing of customers by City. To this end, Contractor and City agree that each party must diligently maintain an accurate, up-to-date list of customers and the collection and disposal services received by those customers. Each party shall promptly notify the other of any new customers requesting collection and disposal services and any current customers terminating such services.
- L. **Site Plan/Development Review.** City shall notify Contractor of pending site plan and development review applications in order to give Contractor an opportunity to comment during the review process on the placement of refuse or mechanical containers and the point of collection of solid waste.

4.2. **Residential Service.** Contractor shall provide residential collection and disposal service to residential customers as follows:

- A. **Frequency of Collection.** Contractor shall provide collection and disposal services for household trash and garbage at least two (2) times per week, with collections at least three (3) days apart, and for bulk trash, vegetative waste, and recyclable materials not less than once per week.

B. **Point of Collection.** Collection of household trash, garbage, bulk trash, vegetative waste, and recyclable materials shall be within five (5) feet of curbside. In the event an appropriate location cannot be agreed upon by the customer and Contractor, the Authorized Representative shall designate the location.

C. **Containers and Preparation.**

1. **Household Trash and Garbage.** Contractor shall be required to provide collection and disposal services for all household trash and garbage generated from residential customers which has been properly prepared and stored in a refuse container provided under the Automated Cart Program. Garbage and household trash shall be placed only in autocarts. Bags, boxes and other items not placed in the autocart will not be collected. Garbage must be bagged and tied before placing in the autocart. Garbage and household trash shall be segregated from vegetative waste. Vegetative waste must be placed in a separate autocart for collection on its designated collection day as set forth below in Section C.3. below.
2. **Recyclable Materials.** Contractor shall be required to provide collection and disposal services for all recyclable materials generated from residential customers which have been properly prepared and stored in a recycling container provided under the Automated Cart Program. Recyclables must be loose in the autocart and not be placed into a bag of any kind. E-waste as described in Section 2.27 is considered recyclable material, but shall not be placed into the autocart. Residents shall contact Contractor to schedule E-waste collection which shall be collected by a separate collection vehicle.
3. **Vegetative Waste.** Contractor shall be required to provide collection and disposal services for all vegetative waste generated from residential customers. Vegetative waste shall be segregated from the garbage and household trash and placed in a separate autocart. All leaves and pine needles, ornamental shrubs, clippings and tree trimmings with branches less than 3 inches in diameter shall be placed in the autocart. Bulk vegetative waste includes tree limbs, tree trunks, palm fronds, etc., which shall be cut in lengths of no greater than four (4) feet in length; and shall be no larger than 6 inches in diameter and shall not exceed fifty (50) pounds per limb, trunk, frond, or bundle thereof. For bulk vegetative waste exceeding three (3) cubic yards, a special pick-up will be required using a "Claw or Clam" type collection vehicle. Special pick-ups are to be considered part of the standard residential service with no set of maximum pickups per year. All residential vegetative waste special pickups shall be coordinated through the City. Residents shall call the City to request a bulk vegetative waste special pick-up only when their bulk vegetative waste pile is three (3) cubic yards or greater. The City will then notify the Contractor directly of the request. The Contractor shall have ten (10) business days to complete the vegetative waste special pick-up upon notification by the City. Bulk vegetative waste requiring a clam truck shall be limited to large, loose piles of 3 cubic yards or greater. Otherwise, vegetative waste must be placed into the

provided Autocart. Hired Contractors and Landscapers must haul away any vegetation debris they produce.

4. *Bulk Trash.* Contractor shall be required to provide collection and disposal services for all bulk trash generated from residential customers regardless of whether it is containerized. Non-vegetative Bulk Trash shall be collected one time per week provided that the residential customer provides not less than seventy-two (72) hours (three business days) prior notice to the Contractor in advance of the regular bulk trash collection day. Bulk vegetative waste collection shall be serviced as outlined in Section C.3 above.
5. *Provision, Maintenance and Changes to Autocarts.* The Contractor shall be responsible for the purchase, distribution and repair of garbage autocarts that have been damaged by Contractor's actions. Contractor shall distribute one (1) 96-gallon and one (1) 64-gallon cart for garbage and yard waste and one (1) 64-gallon recycling cart to each new residential unit or existing residential units without autocarts. Contractor shall maintain, at all times, a sufficient number of autocarts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Contractor shall distribute fully assembled autocarts to new residential units that are added during the term of this contract. New residences without existing autocarts shall be delivered the default size of one (1) 96-gallon and one (1) 64-gallon autocart for garbage and yard waste and one (1) 64-gallon autocart for recycling unless otherwise requested by the resident. Autocarts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. Customer may purchase an additional autocart for a charge of \$75.00 per cart. New residential customers may specify different 96-gallon or 64-gallon cart size combinations upon establishing a new account. Autocart exchanges requested after the initial distribution shall be at a cost to the resident of \$35.00 per cart.
6. *Cart Placement.* The customer shall place all solid waste at a point within the right-of-way abutting the customer's residential unit no farther than five (5) feet from the curb line or paving line, or, in the case no right-of-way exists which abuts the customer's property, at a point no greater than five (5) feet from the curb line or paving line of the nearest public street or right-of-way, or in the case of the existence of a drainage ditch, at a point on the roadside of the ditch. Garbage autocarts shall be spaced two (2) feet apart with the opening facing the street. Garbage autocarts shall be placed on the opposite side of the customer's driveway from that of the customer's mailbox. Customer shall not block access to the garbage autocart with a motor vehicle or other obstruction. Obstructed garbage autocarts and those not properly set out shall not be serviced. After collection, Contractor shall place garbage autocarts off paved streets where feasible. The Contractor shall not be responsible for articles not placed in garbage autocarts, or any other item placed in or about the designated service area.

7. **Back-Door Service.** For customers who are certified by a licensed healthcare provider or doctor as disabled and are unable to place carted solid waste or recyclable materials at the curb, collection of the autocart(s) shall be from the disabled customer's garage door or some other location acceptable to the customer, provided no other able-bodied person over the age of 15 or under the age of 65 resides in the household. The garbage and recycling autocarts shall be returned by Contractor to the garage door or other location reasonably convenient to customer. The customer shall provide the Contractor with appropriate evidence that they are unable to place their receptacles at the collection point. This "backdoor service" includes only curbside residential carted solid waste and carted recycling collection service.

4.3. **Commercial Service.** Contractor shall provide commercial collection and disposal service to commercial customers as follows:

- A. **Frequency of Collection.** Contractor shall provide collection and disposal services for commercial trash and garbage at least one (1) time per week for mechanical containers and twice (2) per week for autocarts, and more frequently as mutually agreed to by Contractor and the commercial customer, and for vegetative waste and recyclable materials (if vegetative waste and/or recyclable material service is requested by customer) not less than once per week.
- B. **Point of Collection.** Collection of commercial trash, garbage, vegetative waste, and recyclable material shall be at a location mutually agreed upon by the customer and Contractor, and approved by the Authorized Representative. If mutual agreement cannot be reached between customer and Contractor, the Authorized Representative shall designate the location. However, in the event the location was approved as part of a City or County site plan or development review process, the location shall be as shown on the final approved site or development plan. To the maximum extent feasible, the designated location shall be located in a place that provides for safe, convenient, and expedient access by Contractor.
- C. **Containers and Preparation.**
 1. **Commercial Trash and Garbage.** Contractor shall be required to provide collection and disposal services for all commercial trash and garbage generated by commercial customers which has been properly prepared and stored in a garbage autocart, mechanical container, roll-off container, or compactor under the following conditions:
 - a. Customers shall be permitted to use garbage autocarts provided the amount of commercial trash and garbage per collection can be stored in a maximum of two (2) 96-gallon autocarts, otherwise, (unless otherwise agreed to by Contractor and City) customers shall be required to use one or more of the following: mechanical containers, compactor service, or

roll-off containers. Contractor shall distribute up to two (2) 96-gallon autocarts to each commercial customer. Contractor shall maintain, at all times, a sufficient number of garbage autocarts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Garbage autocarts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced at the expense of the customer utilizing the then current cost of the cart. Those who require additional autocarts shall pay the appropriate monthly charge for same as set forth in this Agreement together with a \$35.00 delivery charge for each cart and any change in the number of carts.

- b. Contractor shall be required to provide an adequate number of mechanical containers, compactors, or roll-off containers to customers who request or exceed the maximum number of autocarts. Mechanical containers and roll-off containers shall be provided at Contractor's sole expense and shall remain the property of Contractor, unless the mechanical container or roll-off container is owned by the customer. Compactors shall be provided as mutually agreed to by Contractor and customer. Fees for ancillary services requested by the commercial customer, such as, but not limited, to lock bars, casters, or roll-out service, shall be negotiated between the customer and Contractor.
 - c. All solid waste generated from a commercial unit other than special collection solid waste, shall be placed by the customer in a commercial container located at the applicable collection point, or in garbage receptacles located at the applicable collection point, on the designated collection day, as mutually agreed upon by the contractor and customer. In the event that the solid waste is placed on the ground, outside of the designated container, or exceeds the container's capacity by extending 12 inches or more over the top of the container, the Contractor shall be entitled to charge the customer an extra pickup fee for such Overage, as established in the agreed upon fee rates related to the size of the receptacle. Commercial customers shall be permitted two (2) Overages per calendar year at no charge. Contractor shall encourage and communicate with the customer to adjust service level, including size and frequency of service, to a service level that best meets the customer's needs to avoid overages.
2. *Recyclable Materials.* Contractor may provide collection and disposal services for recyclable materials generated from commercial customers who specifically request such service or as required by City. If requested, recyclable materials shall be properly prepared and stored in a recycling container.
 3. *Vegetative Waste.* Contractor shall be required to provide collection and disposal services for all vegetative materials generated from commercial customers who specifically request such service or as required by City. If

requested, vegetative waste shall be containerized, prepared, and collected pursuant to Section 4.2(C)(3) of this Agreement. If required by City, vegetative waste shall be collected and disposed of regardless of how it is containerized and prepared. Vegetative waste service for commercial customers is not part of the routine garbage service and shall incur additional costs per request.

4.4. **Multiple Dwelling Units.** Upon the effective date of this agreement and ordinance, new Multiple Dwelling Units shall be classified as Multifamily Commercial and follow the standard commercial service requirements as described in Section 4.3. Contractor shall provide collection and disposal service to Multiple Dwelling Unit customers classified as Multifamily Residential prior to the effective date of this agreement and ordinance and who wish to remain classified as Multifamily Residential as follows:

A. **Frequency of Collection.** Contractor shall provide collection and disposal services for household trash and garbage at least two (2) times per week, with collections at least three (3) days apart, and for bulk trash, vegetative waste, and recyclable materials not less than once per week.

B. **Point of Collection.** Collection of household trash, garbage, bulk trash, vegetative waste, and recyclable materials shall be at a location mutually agreed upon by the customer and Contractor, and approved by the Authorized Representative. If mutual agreement cannot be reached between customer and Contractor, the Authorized Representative shall designate the location. However, in the event the location was approved as part of a City or County site plan or development review process, the location shall be shown on the final approved site or development plan. To the maximum extent feasible, the designated location shall be located in a place that provides for safe, convenience, and expedient access by Contractor.

C. **Containers and Preparation.**

1. **Household Trash and Garbage.** Contractor shall be required to provide collection and disposal services for all household trash and garbage generated from residential customers which has been properly prepared and stored in a container provided under the Automated Cart Program, mechanical container, or compactor under the following conditions:

a. The Multifamily Residential customers shall be permitted to use autocarts provided the amount of household trash and garbage per collection can be stored in a maximum of one 96-gallon and one 64-gallon container per unit; otherwise, customers shall be required to use mechanical containers or compactor service.

b. Contractor shall be required to provide an adequate number of mechanical containers or compactors to customers who request or exceed the maximum number of Automated Cart containers. Mechanical containers shall be provided at Contractor's sole expense and shall remain the

property of Contractor, unless the mechanical container is owned by the customer. Compactors shall be provided as mutually agreed to by Contractor and customer.

2. *Recyclable Materials.* Contractor shall be required to provide collection and disposal services for all recyclable materials generated from Multifamily Residential customers which have been properly prepared and stored in a recycling container provided under the Automated Cart Program. Recyclables must be loose in the Autocart and not be placed into a bag of any kind. E-waste as described in Section 2.27 is considered recyclable material, but shall not be placed into the Autocart. Multifamily Residential customers shall contact Contractor to schedule E-waste collection which shall be collected by a separate collection vehicle.
3. *Vegetative Waste.* Contractor shall be required to provide collection and disposal services for all vegetative waste generated from Multifamily Residential customers who specifically request such service or as required by the City. Vegetative waste shall be segregated from the garbage and household trash and shall be placed in a separate cart under the Automated Cart program. All leaves and pine needles, ornamental shrubs, clippings and tree trimmings with branches less than 3 inches in diameter shall be placed in the cart. Tree limbs, tree trunks, palm fronds, etc., shall be cut in lengths of no greater than four (4) feet in length; shall be no larger than 6 inches in diameter and shall not exceed fifty (50) pounds per limb, trunk, frond, or bundle thereof. For bulk vegetative waste exceeding three (3) cubic yards, a special pick-up will be required when a "Claw or Clam" type collection vehicle is required to collect excess piles of bulk vegetative waste in excess of the maximum length and poundage set forth in this Section. Residents shall call the City to request a bulk vegetative waste special pick-up. only when their bulk vegetative waste pile is three (3) cubic yards or greater. Special pick-ups are to be considered part of the standard residential service with no set of maximum pickups per year. All residential bulk vegetative waste special pick-ups shall be coordinated through the City. Residents are to be directed to call the City to request bulk vegetative special pickups. The City will then notify the contractor directly of the request. The contractor shall have ten (10) business days to perform the pickup, as requested by the City. Hired Contractors and Landscapers must haul away any vegetation debris they produce.
4. *Bulk Trash.* Contractor shall be required to provide collection and disposal services for all bulk trash generated from residential customers regardless of whether it is containerized. Non-vegetative Bulk Trash shall be collected on request one time per week provided that the Multifamily Residential customer provides not less than seventy-two (72) hours (3 business days) prior notice to Contractor. Tree limbs collected as bulk trash shall be cut into lengths not exceeding four feet in length with a diameter of not greater than six (6) inches. It shall be stacked in a unified manner at curbside. Bulk Vegetative Waste collection shall be serviced as outlined in Section C.3 above.

5. *Provision, Maintenance and Changes to Autocarts.* The Contractor shall be responsible for the purchase, distribution and repair of autocarts that have been damaged by Contractor's actions. Contractor shall distribute one (1) 96-gallon and one (1) 64-gallon cart for garbage and yard waste, as outlined in Section C.1, and one (1) 64-gallon recycling cart to each residential unit. Contractor shall maintain, at all times, a sufficient number of Autocarts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Contractor shall distribute fully assembled autocarts to new residential units that are added during the term of this contract. Autocarts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. Customer may purchase an additional autocart for a charge of \$75.00 per cart. New multifamily residential customers may specify different 96-gallon or 64-gallon cart size combinations upon establishing a new account. Cart exchanges requested after the initial distribution shall be at a cost to the resident of \$35.00. The Contractor shall be responsible for the purchase, distribution and repair of carts that have been damaged by Contractor's actions.

 6. *Cart Placement.* The customer shall place all solid waste at a point within the right-of-way abutting the customer's residential unit no farther than five (5) feet from the curb line or paving line, or, in the case no right-of-way exists which abuts the customer's property, at a point no greater than five (5) feet from the curb line or paving line of the nearest public street or right-of-way, or in the case of the existence of a drainage ditch, at a point on the roadside of the ditch. Garbage carts shall be spaced two (2) feet apart with the opening facing the street. Garbage autocarts shall be placed on the opposite side of the customer's driveway from that of the customer's mailbox. Customer shall not block access to the garbage cart with a motor vehicle or other obstruction. Obstructed garbage autocarts and those not properly set out shall not be serviced. After collection, Contractor shall place garbage autocarts in the same location as originally placed. The Contractor shall not be responsible for articles not placed in garbage autocarts, or any other item placed in or about the designated service area.
- 4.5. *City Controlled Property.* As requested by the Authorized Representative, Contractor shall be required to provide collection and disposal services for all refuse, bulk trash, vegetative waste, and recyclable materials generated by City at properties owned, leased, or otherwise controlled by City. In addition, Contractor shall provide such collection and disposal services for all City sponsored special events (e.g. New Year's Eve, 4th of July), as agreed to by City and Contractor, and for all City public receptacles located along or in public rights-of-way, sidewalks, and public recreational facilities. Such collection and disposal services shall be at no charge or expense to City, provided, however, that for service utilizing roll-off containers the City shall pay Contractor \$125.00 per pull plus cost of disposal.

- A. **Frequency of Collection.** Unless otherwise directed by the Authorized Representative in writing, Contractor shall provide collection and disposal services for refuse at least two (2) times per week, with collections at least three (3) days apart, and for bulk trash, vegetative waste, and recyclable materials not less than once per week. Frequency of collection for some roadside trash cans and mechanical containers may be up to 6 days per week, depending on the location.

- B. **Point of Collection.** Collection of refuse, bulk trash, vegetative waste, and recyclable materials shall be at locations designated by the Authorized Representative, with consideration given for the safe, convenient, and expedient access by Contractor.

- C. **Containers and Preparations.**
 - 1. **Refuse.** Contractor shall be required to provide collection and disposal services for refuse generated by City which has been properly prepared and stored in a refuse container or mechanical container as determined by the Authorized Representative. Contractor shall be required to provide the mechanical container at Contractor's expense.

 - 2. **Recyclable Materials.** Contractor shall be required to provide collection and disposal services for all recyclable materials generated by City which have been properly prepared and stored in a recycling container or other container mutually agreed to by the Authorized Representative and Contractor.

 - 3. **Vegetative Waste.** Contractor shall be required to provide collection and disposal services for all vegetative waste generated by City provided the vegetative waste is containerized, prepared, and collected pursuant to Section 4.2(C)(3) of this Agreement. Notwithstanding, Contractor and City may mutually agree to some other method of preparation and storage for significant City projects which generate significant amounts of vegetative waste.

 - 4. **Bulk Trash.** Contractor shall be required to provide collection and disposal services for all bulk trash generated by City regardless of whether it is containerized.

- 4.6. **Biohazardous, Biological, Hazardous, Sludge, and Special Waste.** Contractor shall not be responsible for collection and disposal services for biohazardous waste, biological waste, hazardous waste, sludge, and special waste under this Agreement. However, to the extent qualified and licensed, Contractor may contract with persons and entities within the service area, along with other qualified and licensed contractors, to provide for such collection and disposal services. Contractor shall directly bill such persons and entities for such services at a rate mutually agreed on between Contractor and such persons and entities.

4.7. **Construction and Demolition Debris Service.** Contractor may provide collection and disposal service of construction and demolition debris to residential, multiple dwelling units, and commercial customers as follows:

- A. **Non-exclusive Right.** Contractor shall have the non-exclusive right to provide collection and disposal services for construction and demolition debris utilizing roll-off containers, as that term is defined in Section 2.45 of this Agreement, or other appropriate containers. It is the intent and purpose of this Agreement to permit small haulers of construction and demolition debris to competitively operate within the service area. Contractor may compete with said small haulers by providing collection and disposal services for construction and demolition debris. Contractor shall directly bill such services at a rate mutually agreed on between Contractor and such person and entities receiving the services.
- B. **Frequency of Collection.** Contractor shall provide collection and disposal services for construction and demolition debris utilizing roll-off containers or other appropriate containers to customers that specifically request such service or as required by City. Said collection and disposal services shall be provided as frequently as mutually agreed to by Contractor and the customer or as required by the Authorized Representative or City Code to protect the public health, safety, and welfare.
- C. **Point of Collection.** Collection of construction and demolition debris shall be at a location mutually agreed upon by the customer and Contractor; provided, collection shall be located within the boundary of the property served, unless otherwise approved by the Authorized Representative.
- D. **Containers and Preparation.** Contractor shall be required to provide one or more roll-off containers or other appropriate containers of a size and number mutually agreed to by Contractor and customer. Contractor may charge a trip/blocked container charge if Contractor is not able to access roll-off container on the designated service day.

4.8. **Code Enforcement.** Upon request of the Authorized Representative, Contractor shall assist the City in its code enforcement efforts by providing collection and disposal service of solid waste and construction and demolition debris located on real property in violation of the City Code.

4.9. **Automated Cart Program.** Contractor has the capability of providing certain automated equipment which may be utilized in conjunction with a cart program for garbage and vegetative waste collection ("Automated Cart Program"). The Contractor shall be responsible for the purchase, distribution and repair of autocarts that have been damaged by Contractor's actions. Residential customers currently have one (1) 96-gallon and one (1) 64-gallon cart for garbage and yard waste and one (1) 64-gallon recycling cart to each residential unit. Contractor shall maintain, at all times, a sufficient number of autocarts to ensure that all extra or replacement carts can be provided within five work

days upon notification by the City or the customer. Contractor shall distribute fully assembled autocarts to new residential units that are added during the term of this contract. New residences without existing Autocarts shall be delivered the default size of one (1) 96-gallon and one (1) 64-gallon autocart for garbage and yard waste and one (1) 64-gallon cart for recycling unless otherwise requested by the resident. Autocarts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. Customer may purchase an additional autocart for a charge of \$75.00 per cart. New residential customers may specify different 96-gallon or 64-gallon cart size combinations upon establishing a new account. Cart exchanges requested after the initial distribution shall be at a cost to the resident of \$35.00 per cart.

4.10. **Tire Collection.** Contractor shall provide tire collection and disposal services to residential customers at no additional charge, provided no more than four (4) tires per household, per year. Residents must contact Contractor to schedule tire collection.

4.11. **Vacant Lot Service.** Upon request from the City, the Contractor shall collect and dispose of solid waste on vacant lots within the City at a fee as described in Exhibit A.

5. **Rates and Charges; Compensation to Contractor; Franchise Fee Billing.**

5.1 **Rates; Compensation to Contractor.** The City shall pay the Contractor for solid waste collection and disposal services consistent with the rates established in the Solid Waste Franchise Agreement, as outlined in Exhibit A, between the City and contractor and any amendments or modifications made thereto. Further, the City Council shall approve revisions to those rates and charges pursuant to a duly adopted resolution to the City Council.

5.2 **Consumer Price Index-Garbage & Trash (G&T) Adjustment.** The monthly rates and fees the Contractor may charge pursuant to Exhibit A shall be adjusted annually to reflect increases in the Consumer Price Index- Garbage & Trash (CPI-G&T). Specifically, the rates and fees set forth in Exhibit A shall be adjusted to reflect the increase in the CPI-G&T for the immediately preceding twelve (12) month period of April to April, and any increase shall be capped at three (3%) percent per year. If the CPI-G&T is discontinued, the City and the Contractor shall mutually select another index published by the United States Government or by a reputable publisher of financial and economic indices.

5.3 **Billing Customers by City.** Customer billing shall be established and enforced by City Code. The City shall provide the customer billing for all collection and disposal services provided by Contractor under this Agreement, unless otherwise specifically stated herein. City shall perform said billing by means and at times deemed appropriate by City. Contractor shall fully cooperate with City in customer billing.

5.4 Billing and Payment Procedure. Unless otherwise provided by the Authorized Representative, customer billing and payment to Contractor shall be in accordance with the following procedure:

- A. Within twenty (20) days after the first of each month, Contractor shall submit a detailed invoice for all collection and disposal services provided during the previous month. Said invoice shall be accompanied by the monthly customer report required by Section 19.3(A) of this Agreement.
- B. For commercial, residential, and multiple dwelling unit customers billed monthly for refuse, bulk trash, vegetative waste, and recyclable materials, City shall make appropriate adjustments to Contractor's invoice to reflect those customers and services that should be billed based on the City's monthly customer and service data base.
- C. For customers billed for optional special refuse vegetative collection service, or any other non-monthly collection and disposal service, City shall verify the customer services and amounts invoiced and shall make appropriate adjustments to Contractor's invoice to reflect any errors contained therein.
- D. Within thirty (30) days of receipt of Contractor's monthly invoice, City shall pay Contractor the amount of the invoice. The Franchise Fee charged in accordance with Section 5.5 herein shall be directly billed to the customer and collected by City.

5.5 Franchise Fee. At the City Council's sole and absolute discretion, the City reserves the unconditional right to charge, from time to time, a Franchise Fee equal to an amount permitted by law. The Franchise Fee shall not be construed as a tax, but shall be considered a payment to the City in exchange for the rights and privileges granted by this Franchise. The Franchise Fee shall be passed along to the customer and remitted by customer directly to City pursuant to Section 5.4(D).

5.6 Administrative Fee. At the City Council's sole and absolute discretion, the City reserves the unconditional right to charge an administrative fee. The administrative fee shall not be construed as a tax, but shall be considered a payment to the City by the customer in exchange for the various administrative and billing services required to administer the solid waste contract.

5.7 Contractor's Petition for a Rate Adjustment. The Contractor may petition the City to adjust the rates in Section 5.1 herein based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in any collection regulation or change in law. Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefor. The City shall be entitled to audit the Contractor's financial and operational records directly related to the Contractor's request in order to verify the increase in costs and the reasons therefor.

The Contractor's request must be made within a reasonable time, and shall contain reasonable proof and justification to support the need for the rate adjustment. The City may

request from the Contractor, and the Contractor shall provide, such further information within its possession as may be reasonably necessary in making its determination. The City Council shall approve or deny the request (without penalty), in whole or in part, at its sole and absolute discretion, within sixty (60) days of receipt of the request and all other additional information required by the City. Any such approved adjustment shall be in addition to the annual CPI-G&T rate change.

6. **Schedules and Routes.** Contractor shall provide written notice to the City of its collection and disposal routes and schedules. The City reserves the unconditional right to deny Contractor's vehicles access to any street, alley, bridge, or public way within the service area while performing collection and disposal services under this Agreement, where the City determines that it is in the best interests of the public health, safety, and welfare to do so because of the conditions of the streets, alleys, bridges, or public ways. However, Contractor shall not interrupt the regular schedule and level of service because of such closures of less than eight (8) hours in duration. The City shall notify Contractor of any such closures of longer duration, and arrangements shall be made in a manner acceptable to Contractor and the Authorized Representative for the collection and disposal services interrupted by the closure. Customers shall be notified in writing by Contractor of the schedules provided by Contractor and any amendments thereto, provided customers shall be given at least seven (7) days prior written notice of any such amendments. Any and all route and schedule changes must receive prior approval by the Authorized Representative and notification of schedule changes shall be published at a minimum in a newspaper of general circulation meeting the requirements of Section 50.011, Florida Statutes. The City may also publish the schedule changes using its social media platform.

7. **Collection Equipment and Vehicles.** Contractor shall provide collection equipment for the collection and disposal services as follows:

7.1. **Type and Amount.** Contractor shall have on hand, at all times under this Agreement, collection equipment that is in good working order and sanitary condition that will permit Contractor to perform the collection and disposal services in a sufficient and efficient manner so that the schedules and routes can be maintained. Collection equipment shall be obtained from a nationally known and recognized manufacturer of collection equipment. Collection vehicles shall be of the automated and/or enclosed packer type or other type vehicle which meets industry standards and is approved by the Authorized Representative. All collection vehicles shall be equipped with communication devices and such devices shall be maintained in good operating order.

7.2. **Condition.** All collection equipment shall be maintained, at all times, in a reasonable and safe working condition and shall be in good repair, appearance, and sanitary and clean condition. Collection equipment shall be painted uniformly with the name of the Contractor, Contractor's telephone number and number of the collection vehicle in letters not less than three (3) inches high on each side of the collection vehicle. Contractor shall keep an accurate record of the vehicle to which each number is assigned. Advertising on collection vehicles is strictly prohibited.

7.3. **Overloading.** Collection vehicles shall not be overloaded by Contractor so as to cause litter or spillage (described in Sections 4.1(D) and (H)); however, if litter or spillage occurs because of overloading it shall be picked up immediately as required by Sections 4.1(D) and (H).

7.4. **Back-up Equipment.** Contractor shall maintain sufficient back-up collection equipment, which shall satisfy the condition requirements of Section 7.2 of this Agreement, to temporarily replace collection equipment that is in a state of disrepair or is inoperable at any time during Contractor's performance of the collection and disposal services pursuant to this Agreement. The back-up collection equipment shall be put into service within a reasonable time and without interruption of collection and disposal services. Such back-up collection equipment shall correspond in size and capacity to the collection equipment ordinarily used by Contractor in performance of the collection and disposal services under this Agreement.

8. **Contractor's Personnel.** Contractor shall fully comply with the following terms and conditions regarding Contractor's personnel:

8.1. **Contractor's Representative.** Contractor shall appoint a representative to administer and manage this Agreement on Contractor's behalf as required by Section 26.0 of this Agreement.

8.2. **Other Personnel.** Contractor shall provide a sufficient number of qualified persons to provide the collection and disposal services. All persons who are given supervisory authority by Contractor shall be made available to the Authorized Representative for consultation within a reasonable and practicable time after Contractor receives notice from the Authorized Representative that a consultation is being requested. Supervisors shall operate a collection vehicle that is equipped with a communication device.

8.3. **Conduct of Personnel.** Contractor shall require and ensure that its personnel shall serve all customers in a courteous, helpful, and impartial manner. Contractor's personnel shall perform collection and disposal services while using existing sidewalks and driveways when on private and public property. Contractor personnel shall observe all no trespassing signs and shall not cross between neighboring properties unless the customer, or customer's in the case of neighboring properties, has expressly given said personnel permission. Contractor's personnel shall perform all collection and disposal services with due care and shall always take reasonable precautions and steps to avoid damaging all real and personal property including, but not limited to, refuse containers, recycling containers, carts, racks, trees, shrubs, flowers, and similar property. Contractor shall be fully liable for all such damage negligently caused by Contractor's personnel and Contractor shall promptly provide sufficient and appropriate compensation to customers for such damage.

- 8.4. **Uniform Regulations.** Contractor agrees that the identification of Contractor's personnel while performing the collection and disposal services is important to the customer's health, safety, and welfare. Consequently, Contractor's personnel performing collection and disposal services shall wear a uniform or shirt bearing the Contractor's name. Lettering stitched on or identifying patches permanently attached to the uniform or shirt shall be acceptable.
- 8.5. **Labor and Employment Laws.** Contractor shall comply with all applicable local, state, and federal labor and employment laws affecting its personnel.
- 8.6. **Informing Personnel of Responsibilities.** Contractor shall take whatever steps it deems necessary to fully inform its personnel about the terms and conditions and personal responsibilities provided under this Agreement. City shall not be responsible for informing Contractor's personnel of said terms, conditions, and responsibilities. Contractor shall also provide operating and safety training manuals to all its personnel.
- 8.7. **Driver's License.** All Contractor's personnel that drive a collection vehicle while performing collection and disposal services shall at all times have and carry a valid Florida commercial driver's license for the type of vehicle being driven.
- 8.8. **Drug Free Workplace.** Contractor shall maintain a drug free workplace policy. If requested by City, Contractor shall provide a document certifying to the City it is a drug free workplace.

9. **Level of Service; Customer Complaints; Annual Evaluation By City.**

- 9.1. **Level of Service.** Contractor acknowledges and agrees that the continuation of this Franchise depends on Contractor consistently providing a high quality and efficient level of collection and disposal services to all customers. To insure such services are provided in such a manner, Contractor's performance shall be evaluated, on an annual basis, pursuant to the procedure established in Section 9.3 of this Agreement and based on the following review criteria:
- A. The number of complaints received pursuant to Section 9.2 herein and Contractor's performance in resolving the complaints in a professional and expedient manner.
 - B. Contractor's responsiveness to direction given by the Authorized Representative.
 - C. The number of times that Contractor had to pay liquidated damages pursuant to Section 25.0 herein.
 - D. Contractor's participation in community meetings sponsored by City and Contractor's performance in resolving the complaints received at those meetings in a professional and expedient manner.

- E. Contractor's financial viability to continue performing the collection and disposal services as required by this Agreement.

9.2. **Customer Complaints.** It is the intent of this Agreement to ensure that the Contractor provides a high-quality level of collection and disposal services to all customers. To this end, all failures to provide collection and disposal services to customers, or failures observed by the Authorized Representative, and reported to the Contractor shall promptly be resolved pursuant to the provisions of this Agreement. All customer complaints will be forwarded to the Contractor by person, telephone, or in writing by mail or email. When received, the Contractor shall record complaints on a form approved by the Authorized Representative and shall take appropriate steps to resolve the complaint in a professional and expedient manner. Any complaints received by the Contractor before 12:00 noon shall be resolved before 8:00 p.m. of that same day. Complaints received after 12:00 noon shall be resolved before 8:00 p.m. of the following business day. If the complaint involves a claim of damage to private or public property caused by Contractor during the performance of collection and disposal services, the Contractor shall within twenty-four (24) hours provide the Authorized Representative with a full written explanation of said complaint, an estimate of the damage, and Contractor's proposed actions to remedy the damage.

9.3. **Annual Evaluation Procedure.** Contractor's performance shall be annually evaluated by City's Authorized Representative under the following procedure:

- A. Upon or soon after the occurrence of each annual anniversary date of this Agreement, the Authorized Representative shall conduct and prepare a written annual evaluation of Contractor's performance in providing the collection and disposal services under this Agreement ("Evaluation"). The Evaluation shall be based on the level of service criteria set forth in Section 9.1 herein. For each criteria the Authorized Representative shall evaluate and grade Contractor's performance as unacceptable, acceptable but needs improvement, or good. If Contractor receives an unacceptable grade, the Authorized Representative shall provide Contractor a written explanation of why Contractor's performance was unacceptable and Contractor shall be given a reasonable period of time, as determined by the Authorized Representative, to bring its level of performance up to levels acceptable to the Authorized Representative.
- B. If Contractor fails to bring its performance up to acceptable levels within the time period prescribed by the Authorized Representative, the Authorized Representative shall deliver the Evaluation, the aforesaid unacceptable explanation, and other relevant documents to the City Council for consideration by the City Council at a public meeting. At the meeting, the Authorized Representative and Contractor shall have the opportunity to explain their positions and the City Council shall then determine whether this Franchise should continue under conditions determined by the City Council or be terminated, without penalty, pursuant to Section 14.1(H) herein.

10. Authorized Representative's Interpretation and Decision. Any dispute between the City and Contractor, which cannot be disposed of by mutual consent between the parties within a reasonable period of time ("Impasse"), shall be ultimately decided by the Authorized Representative at such time the Authorized Representative declares an Impasse. Upon Impasse, the Authorized Representative shall have thirty (30) days to decide the Impasse issue, unless additional time is reasonably needed. All such decisions shall be reduced to writing by the Authorized Representative and delivered to Contractor within three (3) days of said decision. All such written decisions shall contain a sufficient explanation, as may be deemed necessary by the Authorized Representative, to explain the decision. The decision shall be final and binding on both parties. Pending the decision, Contractor shall proceed diligently with the performance of the collection and disposal services in accordance with this Agreement and any preliminary directions of the Authorized Representative. The Authorized Representative may amend, suspend, or revoke any decision if circumstances warrant.

11. Other City Permits. For collection and disposal services of any kind not exclusively provided by Contractor under this Agreement, Contractor shall obtain all permits required by City Code to provide said services.

12. Performance Bond; Alternatives.

12.1. Performance Bond. The Contractor shall obtain and maintain during the entire term of this Agreement and any extensions and renewals thereof, at its cost and expense, and file with the City a corporate surety bond in the amount of Five Hundred Thousand Dollars (\$500,000.00) to guarantee the faithful performance by the Contractor of all of its obligations provided under this Agreement and the City Code. Such bond must be issued by a surety. Alternatively, the Contractor shall obtain and continuously maintain an unexpired irrevocable letter of credit, which shall at all times be in the possession of the City. The form and contents of such performance bond or letter of credit shall be acceptable to the City. The letter of credit shall be released only upon expiration of the Agreement or upon the replacement of the letter of credit by a successor Contractor.

12.2. Conditions. The performance bond or letter of credit shall be issued upon the following conditions:

- A. The performance bond shall be issued by a surety approved by City and licensed and authorized by the State of Florida to do business as a surety in the State of Florida. The irrevocable letter of credit shall be issued by a bank or savings and loan association acceptable to the City, authorized to do business in this State by either the State of Florida Comptroller or the United States government. The letter of credit shall name the City as the beneficiary.
- B. There shall be recoverable by the City jointly and severally from the principal and surety or the financial institution that has issued the letter of credit, any and all fines

and liquidated damages due to the City and any and all damages, losses, costs, and expenses suffered or incurred by the City resulting from the failure of the Contractor to: faithfully comply with the provisions of the City Code and the Agreement; comply with all orders, permits and directives of any City agency or body having jurisdiction over its acts or defaults; pay any claims, liens, fees, or taxes due the City which arise by reason of the collection and disposal services provided under this Agreement. Such losses, costs and expenses shall include but not be limited to attorney's fees and other associated expenses.

- C. The total amount of the bond or letter of credit shall be forfeited as a liquidated damage paid to the City in the event:
1. Contractor abandons, or cancels with less than ninety (90) days written notice to City, its obligations and responsibilities to perform the collection and disposal services required under this Franchise, prior to the expiration of the term of the Agreement;
 2. Contractor assigns this Agreement without the express written consent of the City;
or
 3. This Agreement is terminated by reason of the default of the Contractor.

12.3. **Reduction of Bond/Letter of Credit.** Upon written application by the Contractor, the City may, at its sole option, permit the amount of the bond or letter of credit to be reduced for the term of this Agreement or periods of time, when it is determined by the City's City Council to be in the public interest. Upon written application by the Contractor, the City may, at its sole option, permit the terms of the requirements of the performance bond/letter of credit to be altered for the term of this Agreement or periods of time, when it is determined by the City Council to be in the public interest.

12.4. **Use of Performance Bond and Letter of Credit.** Prior to drawing upon the letter of credit or the performance bond for the purposes described in this section, the City shall notify Contractor in writing that payment is due, and the Franchisee shall have thirty (30) days from the receipt of such written notice to make a full and complete payment. If the Contractor does not make the payment within thirty (30) days or demonstrate reason acceptable to the City why such action should not be taken, the City may withdraw the amount thereof, with interest and penalties, from the letter of credit or the performance bond. Within three (3) days of a withdrawal from the letter of credit or performance bond, the City shall send to the Contractor, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal.

12.5. **Replenishment of Letter of Credit and Performance Bond.** No later than thirty (30) days, after mailing to the Contractor by certified mail notification of a withdrawal pursuant to Section 12.4 above, the Contractor shall replenish the letter of credit and/or performance bond in an amount equal to the amount so withdrawn. Failure to make

timely replenishment of such amount to the letter of credit and/or performance bond shall constitute a failure of the Contractor to faithfully comply with the provisions of this Agreement.

- 12.6. **Non-renewal, Alteration, or Cancellation of Letter of Credit or Performance Bond.** The performance bond and letter of credit required herein shall be in a form satisfactory to the City which approval shall not be unreasonably withheld and shall require thirty (30) days written notice of any non-renewal, alteration or cancellation to both the City and the Contractor. The Contractor shall, in the event of any such cancellation, alteration, or non-renewal notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of replacement bond or policies within thirty (30) days following receipt by the City or the Contractor of any notice of cancellation, alteration, or non-renewal.
- 12.7. **Inflation.** At the sole discretion of the City, to offset the effects of inflation, the amount of the bond or letter of credit provided for herein is subject to annual increases at the end of every year provided the amount of the bond or letter of credit shall not exceed fifty percent (50%) of the total amount paid Contractor by City pursuant to Section 5.0 for the year previous to the increase.
- 12.8. **Default.** The performance bond and letter of credit provided pursuant to this section shall become the property of the City in the event that this Agreement is canceled or terminated by reason of the default of the Contractor.
- 12.9. **Right to Require Replacement of Bonds or Letter of Credit.** If the City becomes aware of the financial condition of any bonding or financial institution issuing a performance bond or letter of credit as required herein and said financial condition is reasonably deemed by the City to jeopardize the collateral posted with the City, the City may, at any time, require that any such bond or letter of credit be replaced with such other bond or letter of credit consistent with the requirements set forth in this section.

13. Transfer of Ownership or Control.

- 13.1. **Transfer of Franchise.** This Agreement shall not be sold, Transferred, leased, assigned or disposed of, including but not limited to, by forced or voluntary sale, merger, consolidation, receivership or other means without the prior written consent of the City Council, and then only under such reasonable conditions as the City Council may establish which may include but not be limited to financial guarantees to the collection and disposal services.
- 13.2. **Transfer Threshold.** The Contractor shall promptly notify the City of any actual or proposed change in, or Transfer of, or acquisition by any other party of, control of the Contractor.

13.3. **City Approval.** Every Transfer shall make this Agreement subject to cancellation unless and until the City Council shall have consented thereto in writing. For the purpose of determining whether it may consent to such Transfer, the City may inquire into the legal, financial, character, technical, and other public interest qualifications of the prospective Transferee or controlling party, and the Contractor shall assist the City in obtaining all required information. Failure to provide all reasonable information requested by the City as part of said inquiry shall be grounds for denial of the proposed Transfer.

13.4. **Signatory Requirement.** Any approval by the City Council of transfer of ownership shall be contingent upon the prospective assignee becoming a signatory to this Agreement.

14. Forfeiture or Termination.

14.1. **Grounds for Revocation.** The City Council reserves the right to terminate this Agreement, without penalty, and rescind all rights and privileges associated with the Franchise in the following circumstances, each of which shall represent a default and breach of this Agreement:

- A. Contractor defaults in the performance of any of the material obligations to provide collection and disposal services under this Agreement or the City Code;
- B. Contractor fails to provide or maintain in full force and effect the liability and indemnification coverage or the performance bond (or alternative letter of credit) as required herein;
- C. Contractor violates any material provisions of any orders or rulings of any regulatory body having jurisdiction over the Contractor relative to this Agreement and any regulatory ordinance of the City, and Contractor fails to begin cure within five business (5) days of notice from the City and to complete cure within a reasonable time after notice, as determined by the City;
- D. Contractor practices or engages in any fraud upon the City or any customer;
- E. Contractor is gross negligent, as defined by general law, in maintaining any of the level of service standards provided in this Agreement;
- F. Contractor becomes insolvent, unable or unwilling to pay its debts or is adjudged bankrupt;
- G. Contractor fails to provide collection and disposal service throughout the service area if a disruption of such service occurs pursuant to Section 24.0 of this Agreement, unless approval of such disruption is obtained from the City Council;

- H. Contractor fails to satisfy the level of service annual evaluation conducted by the Authorized Representative and City Council pursuant to Section 9.3 of this Agreement; or
 - I. Contractor provided a material misrepresentation of fact in the application for or negotiation of the Franchise granted under this Agreement or any extension or renewal thereof.
- 14.2. **Effect of Circumstances Beyond Control of Franchisee.** Contractor shall not be declared at fault or be subject to any sanction under any provision of this Agreement in any case, in which performance of any such provision is prevented by an impediment beyond the Contractor's reasonable control. For the purposes of this Agreement, causes or events beyond the Contractor's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, pandemics, acts of public enemies, riots or civil disturbances, sabotage, restraints imposed by order of a governmental agency or court. A fault shall not be deemed to be beyond the Contractor's control if committed by a corporation or other business entity in which the Contractor holds a controlling interest whether held directly or indirectly, when such fault is due to Contractor's financial inability to perform or comply, economic hardship, or misfeasance, malfeasance or nonfeasance by any of the Contractor's directors, officers, employees or contractors or agents. This provision shall become effective only if the Contractor notifies the City in writing within a reasonable period of time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the event, and Contractor takes all reasonable steps to minimize damages and resume performance.
- 14.3. **Effect of Pending Litigation.** Pending litigation or any appeal to any regulatory body or court having jurisdiction over the Contractor shall not excuse the Contractor from the performance of its obligations under this Agreement, unless specifically provided for by court order or by the regulatory body having jurisdiction over such matters. Failure of the Contractor to perform such obligations because of pending litigation or petition may result in forfeiture or revocation pursuant to the provisions of this section.
- 14.4. **Procedure Prior to Revocation.** Except as provided in Section 9.3 for annual evaluations, the Authorized Representative shall notify the Contractor in writing of the exact nature of the alleged violation constituting a ground for termination and give the Contractor thirty (30) days, or such greater amount of time as the Authorized Representative may specify, to correct such violations or to present facts and arguments to refute the alleged violation. If the Authorized Representative then concludes that there is a basis for termination, it shall notify the Contractor thereof. If within the designated time the Contractor does not remedy and/or put an end to the alleged violation, the City's City Council, after a public hearing where all interested parties may be heard, may suspend or revoke the Franchise under this Agreement, without penalty, if it determines that such action is warranted. The Contractor shall not

be held in default nor suffer any penalties where non-compliance or default is caused by an event beyond the Contractor's control, as stated in Section 14.2.

15. Regulatory Authority.

- 15.1. **Authority.** The City reserves the right to exercise the maximum authority, as may at any time be lawfully permissible, to regulate the collection and disposal services and any other solid waste services, the Franchise granted hereunder, and the Contractor. Should applicable legislative, judicial or regulatory authorities at any time permit regulation not presently permitted to the City, the City may without the approval of the Contractor engage in any such additional regulation as may then be permissible, whether or not contemplated by this Agreement or the City Code, including without limitation, regulation regarding franchise fees, taxes, programming, rates charged to customers, consumer protection, or any other similar or dissimilar matter. The City agrees to meet and confer with the Contractor prior to enacting new regulatory ordinances.
- 15.2. **Right of Inspection.** The City shall have the right to inspect in a timely manner and in the accompaniment of a representative of the Contractor all collection and disposal services performed subject to the provisions of this Agreement and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement, the City Code and any other applicable provisions of local, state or federal law.
- 15.3. **City Regulation.** To the extent that federal or state law or regulation may now, or as the same may hereafter be amended by legislation, administrative regulation or decision, or judicial determination, authorize the City to regulate the rates for any particular service tiers, service packages, equipment, or any other services provided by Contractor, the City shall have the right to exercise rate regulation to the full extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the City. The City shall provide advance notification to the Contractor of its intention to exercise any such regulation and written notification when such ordinance is adopted. However, failure to so provide advance notification to the Contractor or written notification when such ordinance is adopted shall not be a basis upon which to declare this Agreement in breach or to invalidate the ordinance.
- 15.4. **City Health and Sanitation Regulations.** Without any limitation on the authority granted City above, City reserves the unconditional right to adopt by ordinance additional health and sanitation regulations which shall apply to the collection and disposal of solid waste, biohazardous waste, biological waste, construction and demolition debris, hazardous waste, sludge, special waste and all other kinds of waste. To the extent determined at the sole discretion of the City's City Council, these regulations shall be codified in Chapter 9 of the City Code. Contractor shall fully comply with these regulations to the extent applicable to the collection and disposal services provided under this Agreement and said regulations shall be deemed to be fully incorporated herein by this reference. In the event any provision of this Agreement is

in conflict with any provision of the additional City health and sanitation regulations, the provision contained in this Agreement shall prevail.

16. Liability and Insurance.

- 16.1. **Certificate of Insurance.** Prior to the effective date of this Agreement and thereafter continuously throughout the duration of the Agreement and any extensions or renewals thereof, Contractor shall furnish to the City, certificates of insurance and endorsements, in a form approved by the City, for all types of insurance required under this section. Failure to furnish said certificates of insurance and endorsements in a timely manner shall constitute material breach of this Agreement. At the City's request, Contractor shall furnish certificates of insurance and endorsements which are in effect from time to time.
- 16.2. **No Liability Limit.** Neither the provisions of this Section or any damages recovered by the City hereunder, shall be construed to limit the liability of Contractor for damages under this Agreement.
- 16.3. **Endorsement.** All insurance policies maintained pursuant to this Agreement shall contain an endorsement in substantially the following form:
- It is hereby understood and agreed that this insurance policy may not be modified or canceled by the insurance company nor the intention not to renew be stated by the insurance company until thirty (30) Days after receipt by the City of Cocoa City Manager by certified mail, of a written notice of such intention to cancel or not to renew.
- 16.4. **State Institution.** All insurance policies provided pursuant to this Agreement shall be written by companies authorized by the Florida Insurance Commissioner to do business in the State of Florida as an insurance company. The insurance company shall have a Best Insurance rating of A or better, unless otherwise approved by the Authorized Representative.
- 16.5. **Named Insured.** The City shall be an additional named insured for all insurance policies written pursuant to this Agreement, as the City's interests may appear from time to time.
- 16.6. **Changes in Policy Limits.** To offset the effects of inflation and to reflect changing liability limits, all of the coverage, limits, and amounts of the insurance provided for herein are subject to reasonable increases at the end of every two (2) year period of this Agreement, applicable to the next two (2) year period or termination date of this Agreement (whichever occurs first), at the City's discretion, but not to exceed the coverage, limits, and amounts of insurance the City requires of other contractors transacting business with the City.

16.7. **Commercial General Liability Insurance.** Contractor shall maintain throughout the term of this Agreement, general liability insurance insuring Contractor in the minimum of:

- A. \$1,000,000 for property damage single limit; and
- B. \$1,000,000 single limit liability for personal bodily injury or death to any one person.

16.8. **Automobile Liability Insurance.** Contractor shall maintain throughout the term of the Agreement, automobile liability insurance for owned, non-owned, or rented vehicles in the minimum amount of:

- A. \$1,000,000 single limit liability for bodily injury and consequent death per occurrence; and
- B. \$1,000,000 for property damage per occurrence.

16.9. **Worker's Compensation.** Contractor shall maintain throughout the term of the Agreement, worker's compensation at least to the minimum amount of the statutory limit for worker's compensation, as amended from time to time.

17. **Indemnification and Hold Harmless.** For all collection and disposal services performed by Contractor pursuant to this Agreement, Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its council members, attorneys, employees, officers, and agents from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, pre-trial, trial, post judgment, and appellate proceedings), directly or indirectly arising from: (i) the acts, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's or its subcontractors, or agents performance of the collection and disposal services pursuant to this Agreement; (ii) defaults under this Agreement; (iii) failing to properly train employees under Contractor's control or direction; and (iv) failing to properly equip or hire employees under Contractor's control or direction in the performance of the collection and disposal services under this Agreement.

The indemnification provided above shall obligate Contractor to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City, its council members, attorneys, employees, officers, and/or agents which may result from the collection and disposal services under this Agreement whether the collection and disposal services be performed by the Contractor, its subcontractors, or anyone directly or indirectly employed by them. In the event of an actual or potential conflict, the City shall be permitted to choose legal counsel of its sole choice, the attorney fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable at the time indemnification is required.

The City agrees to be responsible for the City's own negligent acts and omissions.

18. Interference with Persons, Public and Private Property, and Utilities. Contractor's collection equipment and personnel used in performing the collection and disposal services hereunder shall:

- A. Not endanger or interfere with the health, safety or lives of persons;
- B. Not interfere with any improvements which the City, county, state, and federal government may deem proper to make;
- C. Not interfere with the free and proper use of Public Rights-of-Way, alleys, bridges, easements or other public property, except to the minimum extent possible during actual collection and disposal services being provided hereunder;
- D. Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual collection and disposal services being provided hereunder; and
- E. Not obstruct, hinder or interfere with any gas, electric, water, wastewater, reclaimed water, stormwater drainage, telephone, or other utility facilities located within the service area.

19. Books and Records Available to City.

19.1. **Records.** With advance written request, the City shall have the right to inspect and copy at any time during Contractor's normal business hours, all books, records, maps, revenue statements, service complaint logs, performance test results and other like materials of the Contractor which relate to the collection and disposal services provided under this Agreement and which constitute a public record under Chapter 119, Florida Statutes. The City shall have the right only to inspect books, maps, revenue statements, service complaint logs, performance test results and other like materials of the Contractor which relate to the collection and disposal services provided under this Agreement and which do not constitute a public record under Chapter 119, Florida Statutes. Access to the aforementioned records shall not be denied by the Contractor on the basis that said records contain "proprietary" information, unless applicable law exempts said records. Said records shall be maintained at Contractor's office set forth in Section 4.1(G) of this Agreement.

19.2. **Review.** Contractor shall permit, during Contractor's normal business hours, the Authorized Representative to examine and copy, at the City's discretion, any and all maps and other records kept or maintained by the Contractor or under its control concerning the operations, affairs, transactions or property of Contractor relative to the collection and disposal services provided under this Agreement. The examination shall take place at Contractor's office.

19.3. **Reports to be Filed.** The following reports shall be provided to the City:

- A. A monthly customer report sorted alphabetically by address, which lists the customer's address and name, type, quantity, and size of the container picked-up from the customer, and a description of the kind of service provided customer.
- B. An annual report prepared by Contractor or the parent company of Contractor shall be provided annually at the time said report is published.

19.4. **Mandatory Records.** The Contractor shall at all times maintain:

- A. A record of all complaints received and interruptions, disruptions, or degradation of collection and disposal services for the preceding year prior to the annual performance evaluation by the City.
- B. A full and complete document(s) describing the rates, schedules, and routes for the collection and disposal services.
- C. A record of all customers, and fees received from them by Contractor, for collection and disposal services not billed by the City, if any.

19.5. **Other Records.** The City may impose reasonable requests for additional information, records and documents from time to time, and the Contractor shall produce said records within ten (10) business days, so long as such request relates to the City's enforcement abilities under this Agreement or the Code.

20. **Preferential or Discriminatory Practices Prohibited.** All collection and disposal services rendered and all rules and regulations adopted by Contractor shall have general application to all persons and shall not subject any person to prejudice or disadvantage on account of race, gender, religion, origin, or ethnicity. Contractor shall not deny service to any group of potential customers within the City because of the income of the customers within the service area. Contractor shall not charge customers different rates for service for the same class or type of service. However, this Section is not intended to restrict Contractor from offering reasonable discounts to senior citizens or other economically disadvantaged groups in accordance with any local, state, or federal law.

21. **Storms; Hurricanes; Natural Disasters; Calamities/Force Majeure.**

21.1. In the case of impending severe weather, the City shall grant Contractor a reasonable variance from the regular scheduled and routes to the extent requested and only as reasonably necessary to overcome the impacts of the severe weather event. In the event a major storm, hurricane, natural disaster, or any other type of major or serious calamity ("calamity") causes an excessive amount of refuse, vegetative waste, bulk trash, or other excessive debris ("debris") to accumulate on streets, alleys, bridges, and on

private and/or public property, Contractor shall collect such debris at the City's written request. City agrees to pay Contractor for such additional service in an amount mutually agreed upon in writing by the City and Contractor. Contractor acknowledges and agrees that collection and disposal services performed after a calamity may be subject to special procedures in order that the City can receive reimbursement from state and federal agencies like FEMA. In such cases, Contractor shall be fully responsible and liable for complying with all such procedures and shall also indemnify and hold harmless the City in the event Contractor fails to comply with said procedures. Nothing in this Agreement shall exclude or prohibit the City or any other contractors from collecting and disposing of such debris caused by a major or serious calamity. The City has an Agreement with other independent contractors for Disaster Debris Removal and Monitoring. Upon notification that Brevard County has been declared a federal disaster area by the President of the United States, the City Representative, shall coordinate the collection of disaster related debris through the City's franchised solid waste collectors on behalf of the City. The City shall negotiate with the Contractor for any expenditure(s) for debris clean up not reimbursed by Federal Emergency Management Agency and the State of Florida.

- 21.2. Force Majeure. If either party is prevented from or delayed in performing its duties under the 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, 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, this 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. This provision shall become effective only if the party excused from performance notifies the other party in writing within a reasonable period of time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the circumstances, and takes all reasonable steps to minimize damages and resume performance.

22. Miscellaneous Provisions.

- 22.1. **Independent Contractor.** Contractor is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, a partnership relationship, or to allow the City to exercise control or direction over the manner or method by which Contractor performs the collection and disposal services which are the subject matter of this Agreement. Contractor understands and agrees that: (i) the City will not withhold on behalf of Contractor pursuant to this Agreement any sums for payment of income tax,

unemployment insurance, social security or any other withholding; (ii) all such payments, withholdings and taxes are the sole responsibility of Contractor; and (iii) Contractor will indemnify and hold the City, its City Council members, attorneys, employees, officers, and/or agents harmless from and against any and all loss or liability arising with respect to such payments, withholdings, or taxes, including, but not limited to reasonable attorneys' fees through any and all administrative, pre-trial, trial, post-trial judgment, and appellate proceedings. The parties hereto agree that both Contractor and the City shall have the right to participate in any discussion or negotiation with the Internal Revenue Service concerning Contractor's independent contractor status regardless of with whom or by whom such discussions or negotiations are initiated. In the event that any applicable government agency determines that Contractor is an employee of the City and the City is required to pay any additional amount to any governmental authority based upon Contractor being reclassified an employee of the City, Contractor hereby covenants and agrees to reimburse immediately the City for any such amount paid to any such governmental authority and the costs and expenses associated with defending the City, including, but not limited to reasonable attorneys' fees. In the event that Contractor is reclassified as an employee and becomes eligible for a refund of any taxes paid to any governmental agency, including but not limited to, a claim for refund of self-employment taxes, then Contractor hereby covenants and agrees to pursue any such refund and assign to the City the proceeds from any such refund.

22.2. **No Joint Venture.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

22.3. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersede all prior oral negotiations and written agreements between the parties. This Agreement may be amended, supplemented, modified, or changed only by a written instrument agreeing to said amendment, supplementation, modification, or change in the terms hereof by the parties.

22.4. **Notices.** Any notice, request, instruction, or other document to be given as part of this Contract shall be in writing and shall be deemed served when either delivered in person to the following designated agents or received by registered or certified United States mail, return receipt requested, postage prepaid, or received by facsimile, addressed as follows:

TO THE CITY:

City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32923
Ph: 321-433-8800

TO THE CITY ATTORNEY:

Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
Ph: 407-425-9566

TO THE CONTRACTOR:

District Manager
Waste Management Inc. of Florida
3303 Lake Drive
Cocoa, FL 32926
Ph: 321-636-6894

COPY TO:

Legal Department
Waste Management Inc. of Florida
1800 N. Military Trail
Boca Raton, FL 33431

Either party may change the aforementioned designated agents at any time by providing written notice of such change to the other party.

- 22.5. **Captions.** Captions to sections through this Agreement are solely to facilitate the reading and reference to the sections and provisions of the Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.
- 22.6. **Severability.** If any section, Section, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision. Such holding shall not affect the validity of the remaining portions of this Agreement, unless the City determines that the portions remaining (without the severed portions) have an adverse effect on the best interests of City, then City shall have the right to terminate this Agreement.
- 22.7. **City's Rights of Intervention.** Contractor agrees not to oppose intervention by the City in any suit or proceeding to which Contractor is a party, concerning or involving this Agreement and the City's rights under this Agreement.
- 22.8. **Attorney's Fees.** In the event of litigation arising out of or relating to this Agreement, each party shall bear their own attorney's fees and costs unless expressly provided under this Agreement.

- 22.9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.
- 22.10. **Waiver.** Failure of the City to insist upon performance within any time period or upon a proper level of service shall not act as a waiver of the City's right to later claim a failure to perform on the part of Contractor.
- 22.11. **Jurisdiction; Venue.** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.
- 22.12. **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoaf1.org, City Clerk's Office, 65 Stone Street, Cocoa, Florida.

Contractor is required to and agrees to comply with public records laws. Contractor shall keep and maintain all public records required by the City to perform the services as agreed to herein. Contractor shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Contractor shall transfer to the City, at no cost, all public records in possession of the

Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Contractor shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Contractor of the request and the Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Contractor acknowledges that if the Contractor does not provide the public records to the City within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Contractor acknowledges that if a civil action is filed against the Contractor to compel production of public records relating to this Agreement, the court may assess and award against Contractor the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Contractor, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Contractor to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. If applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

- 22.13. **Employment Eligibility Verification (E-Verify).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the proposer must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the proposer must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at

the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Vendors must complete the E-Verify Affidavit, "Attachment 1".

23. Effective Date; Term.

23.1. **Effective Date.** The effective date of the Contract shall be _____, 2021. The prior Contract between the parties, and all addendums thereto, is hereby superseded and of no further force and effect; provided, however, Contractor shall be paid the last month's billing under the prior Contract for only the last month's collection and disposal services performed by Contractor.

23.2. **Term.** The term of this Agreement shall be from October 1, 2021 to September 30, 2028, subject to an annual evaluation by the City under Section 9.0 herein and termination as provided for in Section 14.0 herein. The term of this Agreement may be extended pursuant to Section 23.3 herein.

23.3. **Renewal.** The agreement shall be renewed for additional terms by mutual agreement of the parties. However, if either party determines that it does not want to seek renewal of this Agreement, such party shall provide the other party with written notice of nonrenewal at least one (1) year prior to the expiration of the current term of the Agreement.

24. **Disruption in Collection and Disposal Services.** In the event a disruption (e.g. strike, labor stoppage, collection equipment in disrepair) other than a Force Majeure event, causes Contractor to fall one week or more behind in its collection schedule, City may, at its option, cause the collection and disposal services to be performed by any means available to City. Such means may include, but not be limited to, City taking over and operating the collection equipment used in the performance of this Agreement until such time Contractor can perform the collection and disposal services and City contracting with a third party to perform the collection and disposal services. Any cost incurred by City in exercising this option shall be charged against Contractor and the performance bond or alternative letter of credit furnished by Contractor under this Agreement. The foregoing option shall only be exercised by a majority vote of the City's City Council after the City Council has declared that the disruption has caused an emergency to arise within the service area that adversely effects the public health, safety, and welfare.

25. **Liquidated Damages/Charges.** Should the Contractor commit any of the breaches described herein in Contractor's obligations under this Contract, the City shall be entitled to assess charges against the Contractor in the amounts listed below.

The City will be entitled to offset any charges assessed against the monthly fee otherwise due to Contractor hereunder.

Each complaint shall be considered legitimate, unless satisfactory evidence to the contrary is furnished to the Authorized Representative by the Contractor. The decision of the

Authorized Representative shall be final. On-site inspection will be provided by the City to determine the legitimacy of disputed complaints. This provision shall not limit other contract claims or remedies that the City may have against the Contractor under this Contract.

- A. Failure to collect missed residential customers by 8:00 P. M. the same day when given notice before noon, or by 8:00 p.m. the following business day when given notice between 12:00 noon and 5:00 P. M.: \$50 per incident, a maximum of \$300 per truck per day.
- B. Unresolved complaints over 20 in a single month: \$50 per incident including the first 20.
- C. Failure to replace damaged container within five business days for commercial customers and five business days for residential customers: \$50 per incident.
- D. Failure to respond to damage to customer's property within seven business days: \$100 per incident.
- E. Equipment operator not properly licensed: \$250 per incident.
- F. Failure to complete a route on the regular pick-up day: \$100 per day for each route not completed.
- G. Failure to provide proper notification prior to residential route changes: \$125 per day, per route not notified.
- H. Causing skid marks or spillage marks on roadways, private driveways, or any thoroughfare within the service area: \$75 per incident.
- I. Failure to clean hydraulic spills or leaks as well as any other fluids having potential to damage or stain asphalt, concrete, or other roadway surfaces: \$250 per incident.
- J. Failure to clean spillage caused from residential or commercial route vehicles leaking from collected garbage: \$150 per incident

25.2. **Opportunity for Cure Required.** The following charges may be assessed only after the City has given the Contractor notice and a reasonable opportunity to cure, or where the violation is a repeat violation (i.e., Contractor has previously failed the specific item listed at least once within the past 12 months and the City has previously provided the Contractor notice of such failure):

- A. Failure to maintain office hours as required: \$100 per incident.
- B. Failure to provide documents and reports in a timely and accurate manner as per agreement: \$50 per incident.
- C. Failure to cover materials, if appropriate, on all collection vehicles: \$100 per incident.

- D. Failure to comply with requested employee roster, proper uniforms, and employee identification and safety equipment as per agreement: \$150 per incident.
- E. Failure to close gates on dumpster enclosures as well as container lids and locking all locks on commercial customer locations: \$75 per incident.
- F. Failure to follow established reporting operation or administrative procedures: \$150 per incident.
- G. Loaded vehicles left standing on street unnecessarily: \$150 per incident.
- H. Failure to drive in the proper direction: \$100 per incident.
- I. Commingling solid waste with vegetative waste, recyclable materials, C & D materials or other waste material: \$250 per incident.

26. Contractor's Representative. Contractor shall designate an individual to act as a representative for Contractor under this Agreement with the authority to transmit instructions, receive information, and make or interpret Contractor's decisions. This person shall be Contractor's contract administrator. Initially, the person who shall act as the representative for Contractor with respect to this Agreement shall be a District Manager of the Contractor. Contractor may from time to time designate other individuals or delete individuals with the authority to act for Contractor under this Agreement with the authority to transmit instructions, receive information, and make or interpret Contractor's decisions. All deletions or designation of individuals to serve as a representative shall be given by written notice.

27. Time of the Essence. Contractor acknowledges and agrees that time is of the essence for the completion of the collection and disposal services to be performed under this Agreement. Unless otherwise extended in writing by the City, Contractor agrees to complete the collection and disposal services as required by this Agreement.

28. Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable, under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00).

29. Franchise Costs. Contractor agrees to pay the reasonable administrative and legal costs incurred by the City in initially granting this Franchise, which shall be Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). Payment shall be made to the City no later than thirty (30) days from the initial effective date. In the event this Franchise is renewed, transferred or assigned, Contractor or its successor in interest shall pay to the City the reasonable legal and administrative costs incurred with said renewal or assignment, not to exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). Payment shall be

made to the City no later than thirty (30) days from the effective date of said renewal, transfer, or assignment.

30. Title to Garbage. The City shall have the right and title to all garbage, including recycling, set out for collection. Once collected by the Contractor, ownership of all garbage, including recycling, collected under this Agreement shall transfer to the Contractor.

31. Public Awareness Campaign.

31.1. General. Upon City request, Contractor agrees to provide, and assist the City in conducting, a public awareness campaign to promote the collection, disposal and recycling services provided under this Agreement. All materials and publications used by Contractor shall be reviewed by the City and approved by the Authorized Representative. All materials and publications used by the City shall be reviewed by Contractor and approved by Contractor's representative.

ATTEST:

CITY OF COCOA, FLORIDA:

By _____
Carie Shealy, City Clerk

Michael C. Blake, Mayor

CORPORATE SEAL:

Waste Management Inc. of Florida

By _____

David Myhan, President _____
Print Name/Title

Attest:

Ronald Kaplan, Asst. Secretary

The City agrees to pay the Contractor, effective October 1, 2021 the rates below. Rates below are monthly fees, unless otherwise noted.

COMMERCIAL SERVICE

		F R E Q U E N C Y						
		1	2	3	4	5	6	XPU
S I Z E	2	51.65	103.31	154.96	206.61	258.27	309.92	40.00
	3	77.48	154.96	232.44	309.92	387.40	464.88	60.00
	4	103.31	206.61	309.92	413.23	516.53	619.84	80.00
	6	154.96	309.92	464.88	619.84	774.80	929.76	120.00
	8	206.61	413.23	619.84	826.45	1,033.07	1,239.68	160.00

Per cubic yard rate: \$5.96

Loose/Can Commercial (96 gallon cart, 2x week service)

1	2	3	4
CAN	CANS	CANS	CANS
\$37.50	\$75.00	\$112.50	\$150.00

YW CM (96 gal 1x wk-optional service)

1
CAN
\$ 25.00

RESIDENTIAL RATES TO WM - WATER BILLED:

	Garbage	Recycle	Yard Trash	Total
Single home per unit	\$8.46	\$3.35	\$4.12	\$15.93
Multi Family per unit	\$8.46	\$3.35	\$4.12	\$15.93
Cart Exchange Charge				\$ 25.00

	Up to 3 cy per trip	Per yard over 3 cy per trip
Vacant Lot Charge	\$150.00	\$25.00

Optional Special Vegetative Waste Service for Commercial Customers

Quarter truck load	\$150.00
Half truck load	\$200.00
Three Quarter truck load	\$250.00
Full truck load	\$300.00

Pull Rate

15 Yard Open Top Per Pull	\$235.00
20 Yard Open Top Per Pull	\$255.00
30 Yard Open Top Per Pull	\$275.00
40 Yard Open Top Per Pull	\$295.00

ABOVE RATES ARE SUBJECT TO ADDITIONAL LANDFILL FEES

CUSTOMERS NOT RECEIVING A MONTHLY PULL ARE SUBJECT TO \$75.00 MONTHLY MAINTENANCE CHARGE OR \$2.50 PER DAY CHARGE

	Pull Rate	Monthly Rental	Blocked Container/ Trip Charge
15 Yard Compactor Per Pull	\$250.00	Negotiable with Customer	\$175.00
20 Yard Compactor Per Pull	\$270.00	Negotiable with Customer	\$175.00
30 Yard Compactor Per Pull	\$290.00	Negotiable with Customer	\$175.00
40 Yard Compactor Per Pull	\$315.00	Negotiable with Customer	\$175.00

"ABOVE RATES ARE BASED ON PULL CHARGES ONLY AND DO NOT INCLUDE DISPOSAL AT THE LANDFILL, TAXES, OR LEASING/MAINTENANCE FEES, ALL OF WHICH WILL BE ADDED TO THE FINAL CHARGE FOR THE ROLLOFF CONTAINER"



Attachment 1- E-Verify Contract Affidavit

I hereby certify that _____ [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Authorized Signatory: _____

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____ [Notary Seal] Notary Public

_____ Name typed, printed or stamped My Commission

Expires: _____