

**ATTACHMENT A**

**Solid Waste and Recyclables Collection  
Franchise Agreement**

**Between**

**City of Hallandale Beach, Florida  
("City")**

**And**

---

**("Franchisee")**

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## ARTICLE 1. DEFINITIONS

To the extent that any definition contained herein conflicts with any similar definition contained in any federal, state, or local law, the definition herein shall prevail for the purposes of this Franchise Agreement. However, nothing contained herein shall be interpreted to require Franchisee to undertake any conduct that is prohibited by Applicable Law. Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa.

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

**Biological Waste** shall mean Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons licensed under chapter 497, Florida Statutes.

**Biomedical Waste** shall mean any Solid Waste or liquid waste that may present a threat of infection to humans. 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; discarded disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the Florida Department of Health represent a significant risk of infection to persons outside the generating facility. The term does not include human remains that are disposed of by persons licensed under Chapter 497, Florida Statutes.

**Bulk Trash** shall mean any non-vegetative item that cannot be containerized, bagged or bundled, or whose large size or weight precludes its handling, processing, or disposal by normal methods. Bulk Trash does not include Hazardous Waste, tires, C&D debris, and bulk glass such as mirrors or shower doors.

**Cart or Roll Cart** shall mean a sixty-four (64) or ninety-five (95) gallon watertight plastic receptacle, equipped with wheels and an attached tight-fitting lid, approved by the City, intended to be used for automated collection of Solid Waste and/or Recyclable Materials.

**Change in Law** shall mean (i) the adoption, promulgation, or modification after the Effective Date of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the Effective Date; or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the Effective Date, which in the case of either (i) or (ii) establishes requirements affecting Franchisee's operation under this Agreement more burdensome than the requirements that are applicable to Franchisee in effect as of the Effective Date. A change in any federal, state, county, city or other tax law or worker's compensation law shall not be a Change in Law. However, in the event that a federal, state, or local entity imposes a fee, charge, or tax after the Effective Date that applies to Franchisee's operations per se, such fee, charge, or tax shall be treated as a Change in Law.

**City** shall mean the City of Hallandale Beach, Florida.

**Collection Services** shall mean Residential Collection Service, Multi-Family Collection Service and/or Commercial Collection Service.

**Collection Containers** shall mean Roll Cart, Dumpster, Compactor, Roll-Off, or any other container approved by the City intended for collection of Solid Waste or Recyclables.

**Commencement Date** shall mean **February 1<sup>st</sup>, 2023**, the date services pursuant to the Agreement shall commence.

**Commercial Collection Service** shall mean the collection of Solid Waste and/or Program Recyclables within the Franchise Area from Commercial Properties and Multi-Family or Residential Units choosing not to have curbside Residential Collection Service, and delivery of Solid Waste and/or Program Recyclables to the Designated Facility. Commercial Collection Service excludes existing direct hauler contracts from properties listed in Attachment D.

**Commercial Customers** shall mean any property owner with properties, or sub-properties receiving Commercial Collection Service.

**Commercial Property** shall mean property or properties zoned or used for commercial or industrial uses, or used by an entity exempt from taxation under s. 501(c)(3) of the Internal Revenue Code, and excludes property or properties zoned or used for single-family residential or multi-family residential uses.

**Commission** shall mean the City Commission of the City of Hallandale Beach, Florida.

**Compactor** shall mean a Container that has a compaction mechanism, whether stationary or mobile.

**Container** shall mean a Cart, Dumpster, Compactor, Roll-Off, or any other container approved by the City intended for collection of Solid Waste and/or Recyclables.

**Contaminates** or **Contamination** shall mean the portion of the Recyclables Materials stream that does not consist of materials included in the list of Program Recyclables, as identified in Attachment E.

**Construction and Demolition** or **C&D** shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of Construction and Demolition with other types of Solid Waste will cause it to be classified as other types of waste than Construction and Demolition. The term also includes:

- (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- (b) Unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other Solid Waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other Solid Waste; and
- (c) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

**Contract Manager** shall mean the person designated by the City to act as the City's representative during the term of this Agreement.

**Contracted Services** shall mean all aspects of Collection Services provided by the Franchisee under the terms of the Agreement.

**County** shall mean Broward County, Florida.

**Curbside** shall mean the area located within three (3) feet of the curb or paving line of the nearest street, or in the case of a drainage ditch, at a point within said dimensions adjacent to the nearest driveway for the placement of Solid Waste, Program Recyclables, Yard Trash or Bulk Trash for collection.

**Customer** shall mean the recipient or beneficiary of the City's Collection Services, pursuant to this Agreement.

**Day** shall mean calendar day unless otherwise noted in the Agreement.

**Department** shall mean the Public Works Department of the City of Hallandale Beach, Florida.

**Designated Facility** shall mean the facility designated by the City for delivery of Solid Waste, Program Recyclables, Yard Trash, or Bulk Trash collected according to this Agreement and identified in Article 10.1.

**Dumpster** shall mean a large metal or plastic box for Multi-Family or Commercial Collection Services, usually of the one-cubic yard to eight-cubic yard size, which is lifted by mechanical means.

**Effective Date** shall mean the date this Agreement has been executed by both the City and Franchisee, whichever is later.

**Franchise Agreement** or **Agreement** shall mean this Franchise Agreement between City and Franchisee, together with all attachments and other documents that are expressly incorporated by reference.

*Note: Final Agreement terms and conditions will be modified based upon service selected by City.*

**Franchise Area** shall mean all property awarded to the Franchisee within the municipal limits of the City of Hallandale Beach, Florida

**Franchisee (also referenced as “Contractor”)** shall mean the person, firm, corporation, organization, agency or joint venture with whom the City has executed this Franchise Agreement for a specified Franchise Area and who is required to perform Contracted Services under the terms of the Franchise Agreement.

**Holidays** shall mean Independence Day, Labor Day, Thanksgiving, Christmas, and New Year’s Day.

**Hazardous Waste** shall mean any Solid Waste regulated as a hazardous waste by the Florida Department of Environmental Protection or the U.S. Environmental Protection Agency pursuant to Applicable Law.

**Multiple Dwelling Unit** or **Multi-Family Unit** shall mean any building containing five (5) or more permanent residential living units.

**Party(s)** shall mean the Franchisee and/or the City.

**Program Recyclables** refers to Recyclables included in the City’s recycling program as defined in Attachment E. Program Recyclables include incidental amounts of rejects and non-designated materials as can normally be expected as part of municipal recycling collection.

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

**Recycling Franchise Area** shall mean the entire Franchise Area, for which the Franchisee is granted the right to collect residential Recyclables.

**Residential Collection Service** shall mean curbside collection of Solid Waste, including Bulk Trash and Yard Trash, from individual Residential or Multi-Family Units, and delivery of collected materials to the Designated Facility.

**Residential Customers** shall mean any person receiving Residential Collection Service.

**Residential Recyclables Collection Service** shall mean the curbside collection of Single Stream Program Recyclables from Carts at Residential and Multi-Family Units and delivery of collected materials to the Designated Facility.

**Residential Unit** shall mean each and every lot or parcel of land that is improved for occupancy as a single-family residence, duplex, triplex, or quadraplex. The term also includes mobile or modular homes or trailers.

**Roll Cart** shall mean a wheeled container designed and intended to be used for automated collection service.

**Roll-Off Container** or **Roll-Off** shall mean a large metal box, characterized by a rectangular footprint with wheels, normally used for C&D debris or other large amounts of Solid Waste, usually of the ten, twenty, thirty or forty cubic yard size which are lifted by mechanical means. The containers may either be open top or closed compaction type.

**Side Door Collection Service** shall mean a Collection Service location other than curbside for Solid Waste and/or Recyclable Materials in Carts from Residential Customers. Side door can be at the front, side or rear of a residential property. The Department shall designate those Residential Customers that are eligible for Side Door Collection Service, as well as the location.

**Single Dwelling Unit** or **Single-Family Unit** shall mean any one unit within a building containing one to four (1 – 4) permanent residential living units.

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

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

**Solid Waste** as defined by Section 403.703(13), F.S., as may be amended, to mean Sludge that is not regulated under the federal Clean Water Act or Clean Air Act, as well as Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, special waste, or other discarded material,

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including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. For the purposes of this Agreement, Solid Waste shall not include Recyclable Materials.

**Uncontrollable Force** shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, terrorism, sabotage, and governmental actions. Labor disputes, including, without limitation, strikes and slowdowns, are not an Uncontrollable Force.

**Urban Service Area** or **USA** shall mean a specific area within the Solid Waste Franchise Area, as defined in Attachment C, where “urban” commercial, industrial, and residential uses are allowed and where urban services are provided to serve development. Conversely, the areas lying outside the USA, or non-Urban Service Area (non-USA), are designated conservation or agricultural and are generally intended to be rural in nature where agricultural, conservation, and low-density residential uses are allowed.

**Yard Trash** shall mean vegetative matter resulting from yard and landscaping maintenance, including grass clippings, palm fronds, tree branches and other similar matter.

## **ARTICLE 2. TERM**

### **2.1. Effective and Commencement Dates**

The Effective Date is the date the Agreement is executed and has been signed by the City or Franchisee, whichever date is later. The Commencement Date is the date that collection services required by this Agreement shall commence. The Commencement Date shall be February 1<sup>st</sup>, 2023.

### **2.2. Initial Term**

The term of this Agreement shall be for a period of five (5) years beginning on the Commencement Date, February 1<sup>st</sup>, 2023, and terminating January 31, 2028.

### **2.3. Renewal Option**

At the sole option of the City, this Agreement may be renewed for one (1) additional term of three (3) years under the same terms and conditions as the initial term, including amendments. The Franchisee shall be notified by City no later than September 30, 2026, of its intent to renew or not to renew the Agreement. If renewed, the additional three (3) year term will begin on October 1, 2027 and terminate on September 30, 2030.

## **ARTICLE 3. COLLECTION SERVICES**

### **3.1. Exclusive Services**

The Franchisee is herein granted the exclusive right to provide the following collection services:

- a. Residential Collection Service in the Franchise Area.
- b. Commercial Collection Service in the Franchise Area, with the exception of those properties listed on Attachment D.
- c. Residential Recyclables Collection Service in the Franchise Area.

### **3.2. Non-Exclusive Services**

3.2.1. The Franchisee shall provide collection of Recyclables from Commercial Properties upon request and as required in Article 8.3 of this Agreement; however, provision of this service is not exclusive to the Franchisee.

3.2.2. City reserves the right to exclude the collection of other materials from this Agreement in the future for the purposes of increasing waste diversion.

*Note: Final Agreement terms and conditions will be modified based upon service selected by City.*



#### **ARTICLE 4. TITLE TO SOLID WASTE AND RECYCLABLE MATERIALS**

After Solid Waste or Residential Recyclables have been placed by the customer/generator to be collected by Franchisee, the City shall hold title and ownership to all such materials. Franchisee shall have no right to take, keep, process, alter, remove, or otherwise dispose of any such materials, except that Franchisee shall have the right and obligation to transport all such materials to the Designated Facility. However, Franchisee shall have the sole responsibility and liability for the lawful disposal of any Biological Waste, Biomedical Waste, or Hazardous Waste that Franchisee collects.

#### **ARTICLE 5. TRANSITION OF COLLECTION SERVICES**

##### **5.1. Transition Prior to Commencement of Collection Services**

Franchisee shall participate in transition meetings as scheduled and conducted by the Contract Manager, to plan and manage the transition process so that no service interruption occurs. Franchisee is responsible for providing a smooth transition in services to minimize inconvenience to customers. To accomplish this objective, Franchisee shall submit to the Contract Manager, no later than thirty (30) Days following the Effective Date, a transition plan that provides a detailed description of how Franchisee will plan and prepare for providing Residential Collection Services, Residential Recyclables Collection Services, and Commercial Collection Services leading up to the Commencement Date. The transition plan must meet the approval of the Contract Manager. At a minimum, Franchisee must address the following specific performance requirements in the transition plan and accomplish them according to deadlines specified in the plan:

- Coordination of meetings with the city.
- Schedule of transition meetings with City staff leading up to the Commencement Date.
- Schedule for and obtaining any additional necessary labor, vehicles, equipment, and containers.
- Schedule for removal and replacement of containers utilized by the City for Commercial Collection Service, if necessary.
- Schedule for providing a vehicle and equipment list and route summary to the Contract Manager and ensuring that all vehicles are street legal (registered, insured, licensed, and tagged) prior to the Commencement Date.
- Schedule for delivering information brochure to all customers (existing & new) prior to the Commencement Date.
- Schedule for conducting dry-runs of collection routes.
- Schedule for testing/calibrating truck-mounted Radio Frequency Identification (RFID) readers.
- Coordination with City to ensure transmission of asset management database and other associated information for Roll Cart management, if applicable.
- Schedule for onsite training for City staff on the use of web-based asset management and service verification software by appropriately-trained professional personnel, if applicable.
- Development of template for non-collection notices for pre-approval by the City.
- Development of equipment listing of Roll Carts and other City equipment to be utilized by the Franchisee.

##### **5.2. Transition Prior to Expiration of Collection Services**

5.2.1. Should the City choose not to renew this Agreement or should no renewal options remain, the City anticipates awarding a new agreement at least six (6) months prior to the expiration of this Agreement or any subsequent renewals. In the event a new agreement has not been awarded within such time frame, Franchisee agrees to provide service to the City for an additional ninety (90) Day period beyond the expiration of the Agreement at the then established service rates, provided the City requests said services in writing pursuant to Article 20.16, at such time.

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- 5.2.2. At the expiration of this Agreement, Franchisee shall work with the City and the newly selected franchisee to ensure a smooth transition period with no interruption of service, including, but not limited to, attending coordination meetings with the City and newly selected franchisee, coordination and cooperation in delivery and removal of commercial containers, and providing service information, as requested.
- 5.2.3. The City reserves the right to withhold payment to Franchisee for the final month of service until Franchisee has complied with all requirements of this Article.

## **ARTICLE 6. RESIDENTIAL SERVICE**

### **6.1. Residential Collection Service**

- 6.1.1. Franchisee will not initiate, terminate, or change service to Residential Customers without requesting changes, in writing to the City's Contract Manager, and after receiving written notification of approval from the City. Residential Collection Service shall initiate, terminate, or change on the next scheduled collection day from the date notified by the City.
- 6.1.2. Franchisee shall collect Solid Waste placed curbside by Residential Customers for collection according to the provision herein.
  - 6.1.2.1. Solid Waste shall be collected once per week in ninety-five (95) gallon Roll Carts. Additional service for a separate ninety-five (95) gallon Roll Cart may be requested by Residential Customers, for an additional charge.
    - 6.1.2.2. Solid Waste shall be collected twice per week in ninety-five (95) gallon Roll Carts, upon Residential Customer request.
    - 6.1.2.3. Any additional ninety-five (95) gallon Carts shall be provided to Residential Customers upon request, and collected under the applicable once per week or twice per week collection schedule.
    - 6.1.2.4. City-Owned Carts for both Residential and Multi-Family Units presently being utilized for Solid Waste and Recyclables collection that are in good working condition shall continue to be utilized by the Franchisee and any additional Carts needed for the Contracted Services shall be furnished and purchased by the Franchisee.
- 6.1.3. Franchisee shall collect all Yard Trash placed curbside by Residential Customers for collection according to the provisions herein. Residential Customers are to containerize, bag, bundle, or neatly stack Yard Trash and place it curbside once per month based upon a schedule determined by the Franchisee and approved by the City. Yard Trash may not exceed six (6) cubic yards each. Natural Christmas trees (free from any lights, ornaments, etc.) will be collected as Yard Trash, provided that the sections of the tree are not more than eight (8) feet in length or more than fifty (50) pounds. Franchisee is required to leave a written notice to the customer if a load is not accepted, and give the basis for not collecting it.
- 6.1.4. Franchisee shall provide collection for Bulk Trash on the same schedule as Yard Trash. There shall be no additional charge to the customer or the City for collecting Bulk Trash placed curbside. Franchisee may select which materials, if any, to exclude, with approval of the City.

### **6.2. Residential Recyclables Collection Service**

- 6.2.1. Service for Residential Recyclables Collection shall be only initiated, terminated, or changed by the City. Franchisee will not initiate, terminate, or change service to the customer without written notification from the city. Residential Recyclables Collection Service shall initiate, terminate, or change on the next scheduled collection day from the date notified by the City.
- 6.2.2. Franchisee shall collect Program Recyclables from Residential Units and Multi-Family Units according to the provision herein. Program Recyclables shall be collected once per week.

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Collection of Program Recyclables for Residential Customers shall occur on the same Day as collection of Solid Waste.

6.2.2.1. Franchisee shall collect from City-owned Roll Carts for Program Recyclables for Residential Customers. See Article 7.1 for further details regarding Roll Carts.

6.2.2.2. For Multi-Family Units choosing commercial-style collection, collection containers shall be placed at locations that are mutually acceptable to Franchisee and customer. Franchisee shall provide Roll Carts, Dumpsters, Compactors or Roll-Offs, as needed and appropriate.

6.2.3. The types of materials included for collection as Program Recyclables may be modified upon mutual agreement between City and Franchisee. Such modification shall be at no additional cost to City unless Franchisee can document that the addition of such items substantially impacts the cost of providing service. A list of materials accepted as Program Recyclables is provided in Attachment E.

### 6.3. Side Door Collection

Franchisee shall, at no additional cost to the Residential Customer or City, provide Side Door collection of Solid Waste and Recyclables to Residential Customers who are unable to deliver their Solid Waste or Recyclables to the curb. Franchisee shall commence Side Door collection within one (1) week of notification, in the form of documentation by a medical practitioner, by a Residential Customer.

### 6.4. Special Collection Service

Special Collection services, including removal of Bulk Items, or loose debris and miscellaneous trash not in Collection Containers, may be requested by the Residential Customer or the City for an additional charge. No Bulk Item shall be left for collection unless the Franchisee is first contacted for a special pick-up. Bulk Items shall be placed on the unpaved public right-of-way or in a location that is easily accessible to the Franchisee. No bulk item shall be placed on the right-of-way for a period longer than 48 hours prior to collection.

### 6.5. Procedures for Non-Collection

6.5.1. In the event that the Solid Waste placed out for collection does not comply with set out procedures pursuant to this Agreement, Franchisee is not required to collect it. If Franchisee elects to not collect such materials, a non-collection notice shall be placed on the Container or non-conforming materials explaining why collection was not made.

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

6.5.3. Franchisee shall develop and produce non-collection notices. The design and content of non-collection notices are subject to approval by the City.

6.5.4. As further specified in Article 12.2, within one (1) Day of occurrence, Franchisee shall electronically notify the Contract Manger regarding all non-collection events.

### 6.6. Hours and Holidays

6.6.1. Residential Collection Service shall take place between 6:00 a.m. and 6:00 p.m. Monday through Friday.

6.6.2. Residential Recyclables Collection Service shall take place between 6:00 a.m. and 6:00 p.m. Monday through Friday.

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- 6.6.3. The City Facilities is closed on Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day. In the event Residential Collection Service or Residential Recyclables Collection Service normal collection day falls on a Holiday, Franchisee will provide make-up collection as directed by City.
- 6.6.3.1. Solid Waste: Collection shall be provided on the next regular collection day.
- 6.6.3.2. Recyclables: All collection services for the remainder of the week shall be one Day after the normally scheduled collection day.

## **ARTICLE 7. CONTAINERS**

### **7.1. Roll Carts (Solid Waste and Recyclables)**

- 7.1.1. Prior to the Commencement Date and in accordance with transition plan specified in Article 5, Franchisee shall take over ownership of all City-owned Roll Carts (Solid Waste and Recyclables) for all Residential Customers (Single-Family and Multi-Family) within the Franchise Area. The Franchisee will then be responsible for the maintenance, repair, and replacement of Roll Carts for all franchise Customers. Roll Carts must meet the technical specifications provided in Attachment G.
- 7.1.2. Ownership of Roll Carts provided for Residential Collection Service or Residential Recyclables Collection Service shall rest with Franchisee until expiration or termination of this Agreement, at which point ownership shall rest with the City.
- 7.1.3. The standard program-size Roll Carts include a ninety-five (95) gallon cart for Solid Waste, a sixty-four (64) gallon cart for additional Solid Waste service (when requested), and a sixty-four (64) gallon cart for Program Recyclables issued to each residential customer.
- 7.1.4. Upon request, Franchisee shall exchange a Residential Customer's Roll Cart with a matching sized Roll Cart. Franchisee shall provide one (1) Roll Cart exchange for Solid Waste and Recyclables per Customer at no charge to the Customer or the City. Should a Residential Customer request additional exchanges, the Franchisee may charge the Residential Customer no more than thirty dollars (\$30) per Roll Cart that is exchanged. However, there will be no charge for Solid Waste Roll Carts exchanged for a smaller size or Recycling Roll Carts exchanged for a larger size. Franchisee shall track and report exchanges as specified in Article 12.2.2
- 7.1.5. If a customer generates large quantities of Program Recyclables, the customer may request one additional Roll Cart to accommodate the extra materials. There shall be no charge for the delivery or Collection Service for this additional Roll Cart for Recyclables. Additional carts placed at a customer may require a fee charged by the Franchisee. Sizing of these additional Carts shall be determined by the Franchisee.
- 7.1.6. Franchisee shall repair or replace a Roll Cart within three (3) Days of receiving notice from Customer of the need for repair, or if identified as unserviceable by Franchisee.
- 7.1.7. All new or replacement Roll Carts shall be delivered to Customers within three (3) Days from the date of request with a City-provided new customer information packet attached.

## **ARTICLE 8. COMMERCIAL COLLECTION SERVICE**

### **8.1. Service Requests**

Commercial Customers shall initiate, terminate, or change service directly by a written contract with Franchisee. Service shall start, terminate, or change on the next scheduled collection day from the date requested.

*Note: Final Agreement terms and conditions will be modified based upon service selected by City.*

**8.2. Commercial Collection Service**

- 8.2.1. Franchisee shall provide Commercial Collection Service in the Franchise Area, with the exception of Commercial Customers serviced by permitted haulers as of the Commencement Date of this Agreement.
- 8.2.2. Collection of Solid Waste shall be provided at least twice per week. Commercial Collection Service shall be provided frequently enough to prevent the creation of a public nuisance or a threat to the public health, safety, or welfare. If necessary, the Contract Manager or their designee shall assist Franchisee and Customer in confirming that the size of the collection container and frequency of collection service are sufficient to ensure that Solid Waste is not routinely placed or stored outside of the collection Container.
- 8.2.3. Collection Containers shall be placed at locations that are mutually acceptable to Franchisee and Commercial Customer, and in compliance with City ordinance. If a dispute should arise between a Commercial Customer and Franchisee regarding the location of a collection Container, the Contract Manager shall consult with the City's Community Enhancement and Sustainable Development (CESD) Department and designate the location.
- 8.2.4. Franchisee shall purchase, equip, and maintain Ultra High Frequency (UHF) Radio Frequency Identification (RFID) tags on all commercial containers serviced. Technical specifications for the required RFID tags are provided in Attachment H.
- 8.2.5. Special Collection services, including removal of Bulk Trash, or loose debris and miscellaneous trash not in Collection Containers, may be requested by the customer for an additional charge. No Bulk Item shall be left for collection unless the Franchisee is first contacted for a special pick-up. Bulk Items shall be placed on the unpaved public right-of-way or in a location that is easily accessible to the Franchisee. No bulk item shall be placed on the right-of-way for a period longer than 48 hours prior to collection.
- 8.2.6. Where several Commercial Customers are within close proximity of each other, such as in the same shopping center, such Customers may opt for shared Collection Containers. All shared Collection Containers must be approved by the Contract Manager.

**8.3. Commercial Recycling**

- 8.3.1. Franchisee shall encourage all persons utilizing a Commercial Property to recycle and shall provide for collection of Recyclables, upon Commercial Customer request. The types of Recyclables collected from Commercial Customers shall, at a minimum, include the Program Recyclables listed in Attachment F.
- 8.3.2. Frequency of collection for Recyclables may be provided as agreed upon by the Commercial Customer and Franchisee.
- 8.3.3. The rate charged by the Franchisee for collection of commercial Recyclables shall be less than the collection rate charged for servicing a Solid Waste container of equal size and frequency.

**8.4. Hours and Holidays**

- 8.4.1. Commercial Collection Service shall take place between 6:00 a.m. and 6:00 p.m. Monday through Saturday.
- 8.4.2. Franchisee shall not be required to provide Commercial Collection Service on Holidays.

**ARTICLE 9. COMMUNITY CLEANUPS**

Franchisee shall perform two (2) community cleanups within the Franchise Area each calendar year. Community cleanups are typically a single day event on a weekend. The times and locations of the community cleanups shall be selected by the Contract Manager after coordinating with Franchisee. The franchisee shall advertise the event and provide needed materials to implement it. These events shall comply with the City's Green Event Policy. Franchisee shall provide appropriate containers during each community cleanup at no additional cost to the City or to the

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sponsor. During the community cleanup, Franchisee shall collect only Solid Waste, Yard Trash, Program Recyclables, and Bulk Trash. Franchisee shall transport these materials to the Designated Facility for disposal at no additional cost to Franchisee.

In addition, the Franchisee shall assist City with at least four (4) Household Hazardous Waste (HHW) and e-waste collection events within the Franchise Area each calendar year, one per quarter. HHW and e-waste collection events are typically a single day event on a weekend scheduled from 9:00 a.m. to 3:00 p.m. Franchise shall provide up to twenty (20) personnel and, as required, pallets, shrink wrap, fork-lift, gaylor boxes, containers, and transport truck. Franchisee personnel shall receive HHW and e-waste from residents, properly containerize it, load it, and deliver it to an appropriately licensed facility that must be pre-approved by the City.

## **ARTICLE 10. DESIGNATED FACILITY**

### **10.1. Solid Waste and Program Recyclables**

10.1.1. The Franchisee shall deliver all Solid Waste (including Bulk Trash), Recyclables, and Yard Trash collected pursuant to this Agreement to the Designated Facility, unless otherwise approved by the Contract Manager in writing, for the remainder of the City's contract term with the Designated Facility

Pembroke Park Transfer Station  
1899 SW 31<sup>st</sup> Ave  
Pembroke Park, Florida 33009

10.1.2. The City reserves the right to change the Designated Facility during the term of the Agreement. Should the City do so, collection rates may be adjusted according to the average change in distance driven by the Franchisee. Supporting information justifying the need for an adjustment will be required. The Franchisee may recommend a disposal facility option for consideration to improve customer rates upon completion of the City's term with the current Designated Facility.

10.1.3. Solid Waste collected from Residential Customers in the Solid Waste Franchise Area according to the terms of this Agreement shall be disposed of at the Designated Facility at no cost to Franchisee.

10.1.4. Solid Waste collected from Commercial Customers in the Solid Waste Franchise Area pursuant to this Agreement, with the exception of Solid Waste or C&D collected in roll-offs, may be disposed of at no additional cost to the Franchisee. Franchisee shall pay disposal fees for Solid Waste and C&D delivered in roll-off containers, and is responsible for invoicing and collecting payment for such disposal costs from the Commercial Customer.

10.1.5. Franchisee shall pay the applicable fees at the Designated Facility for the disposal of C&D collected in containers less than fifteen cubic yards (<15 CY) in size and all other Solid Waste collected outside the terms of this Agreement.

### **10.2. Out-of-City Solid Waste**

Franchisee shall not transport any Solid Waste or other material originating from outside of the City with material collected inside the City to the Designated Facility without the prior written authorization of the City. Any out-of-City Solid Waste or Recyclables approved by the City for disposal or processing in the Designated Facility shall be subject to appropriate fees and charges, as determined by the Commission by resolution.

## **ARTICLE 11. ADDITIONAL FRANCHISEE RESPONSIBILITIES**

### **11.1. Restrictions on Collection of Mixed Loads**

11.1.1. Franchisee shall collect Solid Waste, Yard Trash, Bulk Trash and Program Recyclables generated in the City separate from any materials generated in another jurisdiction.

11.1.2. Franchisee shall collect Solid Waste generated by Residential Customers separate from that generated by Commercial Customers, except if Multi-family customers utilize Commercial style collection services.

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- 11.1.3. Franchisee shall not mix or comingle Recyclables with Solid Waste. Franchisee shall collect Program Recyclables generated by Residential and Multi-Family Units separate from Recyclables from Commercial Customers, except if Multi-Family customers utilize Commercial style collection services. Any Recyclables from Commercial Customers that are comingled with Recyclables from Residential or Multi-Family Units shall become the property of City and delivered to the Designated Facility.
    - 11.1.4. Franchisee shall collect Solid Waste, Yard Trash, Bulk Trash and Program Recyclables separate from each other, and shall not combine loads of different material types. Franchisee shall be responsible for all disposal costs associated with loads of mixed materials.
  - 11.2. Future Recycling Initiatives

Franchisee shall negotiate in good faith on the expansion of future recycling initiatives developed by City such as residential, multi-family and commercial food waste collection programs. Any such changes shall be mutually agreed upon by both parties and the approved by the City Board as an amendment to the Agreement.
  - 11.3. Current and Future Composting Initiatives

Franchisee shall not have exclusive right on composting collection initiatives currently in place within the City or may be implemented in the future. Franchisee may implement options with the city for composting collections as potential service to customers in the city.
  - 11.4. Routes and Schedules
    - 11.4.1. Franchisee shall provide routes and map information in GIS compatible format to the Contract Manager at least thirty (30) Days prior to the Commencement Date and all updates during the term of this Agreement shall be provided in a GIS compatible format.
    - 11.4.2. Franchisee shall not change the scheduled collection days until Franchisee receives the Contract Manager's prior written authorization. The Contract Manager's approval of such changes shall not be unreasonably withheld. In the event that the Contract Manager authorizes a change in schedule that alters the collection day for any Residential Customer, Franchisee shall, at its expense, notify each affected Residential Customer by mail or other manner approved by the Contract Manager not less than one (1) week prior to the change.
  - 11.5. Manner of Collection
    - 11.5.1. All containers and Roll Carts shall be completely emptied and placed back in an upright position at the point where collected. Containers with an unattached lid shall be completely emptied and placed back in an upright or inverted position with the lid set on top, or placed beside the container, at the point where collected. Roll Carts shall be placed with the lid in the closed position.
    - 11.5.2. Franchisee shall provide all Residential Collection Services with as little noise and disturbance as possible.
    - 11.5.3. No trespassing by Franchisee's employees will be permitted.
    - 11.5.4. No Franchisee employee shall remove or tamper with any property not placed for collection.
    - 11.5.5. All collection vehicles shall remain on the right-hand side of the road when providing Residential Collection Service and at no time shall collection crews cross to the left-hand side of the road to retrieve containers and Roll Carts, or materials that have been set out for collection.
    - 11.5.6. Franchisee's vehicles shall not unduly interfere with vehicular or pedestrian traffic. Vehicles shall not be left on the street unattended.

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11.6. Protection of Private and Public Property

- 11.6.1. Franchisee acknowledges that collection points on rights-of-way are frequently co-located with other utility easements. Therefore, particular attention shall be given to the location of water meters, transformers, guy wires, utility poles, and irrigation structures. Authorization to use the easement does not abrogate Franchisee's responsibility to exercise caution in relationship to the property of other authorized users.
- 11.6.2. Franchisee shall take care to prevent damage to all public and private property while conducting services pursuant to this Agreement, including, but not limited to, buildings, monuments, markers or fences, vehicles, pipes and underground structures, storm water inlet covers, gutters, curbs, public streets, trees and tree canopies, flowers, shrubs, and other plantings. The City acknowledges this does not preclude normal wear and tear of streets resulting from normal use by Franchisee.
- 11.6.3. Franchisee shall immediately notify the Contract Manager of any damage to public or private property caused by Franchisee during the provision of collection services. Wherever such property is damaged due to the activities of Franchisee, it shall be immediately restored to its original condition by Franchisee at Franchisee's expense. In addition, if on City property, the Franchisee shall submit an accident/investigation report within forty-eight (48) hours to Contract Manager and the City Risk Management Division.
- 11.6.4. In case of failure on the part of Franchisee to restore such property or make good such damage or injury, the City may, upon forty-eight (48) hours written notice to Franchisee, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and to bill the cost to Franchisee. If any damage caused by Franchisee impacts the safety, health and welfare of the City's citizens, the repairs will be arranged by the City and billed to Franchisee based on the actual cost incurred to repair the said damages, plus ten percent (10%) to account for the City's administrative costs.

11.7. Spillage and Littering

- 11.7.1. Franchisee shall not litter or cause any spillage to occur upon the premises or the right-of-way wherein the collection and transport of materials shall occur. During transportation, all collected materials shall be contained, tied, or enclosed to prevent leaking, spilling and blowing.
- 11.7.2. In the event of any confirmed spillage/leakage/blowing from a Franchisee's vehicle, Franchisee shall promptly, at least within twenty-four (24) hours, clean up all spillage/leakage/blowing at no cost to the City. Franchisee is responsible to clean such spills, leaks, or blown materials to the satisfaction of the Contract Manager up to, and including, resealing or resurfacing depending on the severity of the damage. If Franchisee can satisfactorily prove to the Contract Manager that the responsibility for the spillage/leakage/blowing belongs to a third party, then Franchisee will not be responsible for the cleanup.

11.8. Collection Plan

Franchisee shall maintain a collection plan, initially developed during the transition prior to Commencement Date, describing in detail how Franchisee will provide collection services in compliance with the requirements in the Agreement. The collection plan and all revisions to the plan are subject to the Contract Manager's prior written approval. Any change to the collection plan shall be submitted to the Contract Manager for approval.

11.9. Permits and Licenses

Franchisee shall obtain, at its own expense, all permits and licenses required by Applicable Law and maintain same in full force and effect. Any revocation of Franchisee's licenses or permits shall be reported to the City within three (3) Days.

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11.10. Relationship with the City

Franchisee shall cooperate with the City in every reasonable way to facilitate the successful completion of the activities contemplated in this Agreement. Franchisee shall assign a qualified person or persons as a point of contact to be in charge of Franchisee's operations within the City. The City shall have direct access to Franchisee's point of contact as designated by Franchisee. The City's point of contact shall be the Contract Manager. Alternates may be designated by either party upon written notification.

11.11. Personnel

11.11.1. Within three (3) Days following the Effective Date, Franchisee shall provide the Contract Manager with a written list containing the names, addresses, emails, and telephone numbers of Franchisee's operations manager and other key personnel, and the telephone numbers that are to be used to contact Franchisee in the event of an emergency.

11.11.2. Franchisee shall use competent, qualified, sober, drug-free personnel to provide collection services pursuant to this Agreement. Franchisee shall only utilize personnel in providing services pursuant to this Agreement that have passed criminal background checks. Franchisee shall devote sufficient personnel, time, and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the City.

11.11.3. Franchisee shall furnish each employee with an appropriate means of identifying him or her as an employee of Franchisee. At a minimum each Franchisee employee shall have a uniform with a nametag and company logo. Franchisee's employees shall wear the identification at all times while on duty.

11.11.4. All of Franchisee's personnel shall maintain a courteous and respectful attitude at all times. Franchisee shall instruct its employees to avoid loud or profane language at all times during the performance of their duties under this Agreement. Franchisee's employees shall not conduct themselves in a negligent, disorderly, or dishonest manner.

11.11.5. Franchisee shall comply with all Applicable Law relating to wages, hours, overtime, disability, and all other matters relating to the employment and protection of employees, now or hereafter in effect.

11.11.6. The City reserves the right to disapprove and request removal of any Franchisee personnel assigned to the City's work. Such disapproval or request shall be for reasonable cause only and shall be addressed in writing to Franchisee. Notwithstanding the foregoing, Franchisee shall not be required to take any action with regard to Franchisee's personnel that would violate any Applicable Law.

11.12. Employee Training and Licenses

11.12.1. All of Franchisee's employees shall be qualified and appropriately trained for the tasks assigned to them. Franchisee shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Law. The City has the right to review Franchisee's training records.

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

11.13. Office Requirements

11.13.1. Franchisee shall maintain an office in the County to remain open from 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturday, except Holidays.

11.13.2. Franchisee shall maintain a toll-free telephone number where service inquiries and complaints can be received by Franchisee. Franchisee shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed.

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During office hours, these services must be monitored regularly, so that Franchisee can respond to any message within sixty (60) minutes. The response, at a minimum, shall include a reply to the inquiry and a plan of action to address or fix the complaint. During non-office hours, messages shall be answered no later than noon the following business day.

- 11.13.3. Franchisee's office shall be equipped with adequate and appropriate personnel and equipment to receive, document, and respond to inquiries, issues, and complaints in a timely manner (no longer than twenty-four (24) hours). Franchisee's office staff shall be familiar with the City and Franchisee's obligations under this Agreement.
- 11.13.4. Franchisee shall establish a process, subject to the Contract Manager's approval, for receiving and handling emergency calls, both during and after normal operating hours.
- 11.14. Customer Service Standards
  - 11.14.1. Franchisee shall be responsible for providing the highest quality service to all Residential and Commercial Customers under the provisions of this Agreement.
  - 11.14.2. If the City or customer notifies Franchisee before 12:00 p.m. of a missed collection, Franchisee shall return to the customer's premises before 6:00 p.m. the same Day of the notification and collect all of the Solid Waste or Recyclables that have been set out for collection. If Franchisee is notified after 12:00 p.m. of a missed collection, collection shall be made by 12:00 p.m. the next Day following notification. Any missed collections that are not remedied as outlined above shall be considered a complaint.
  - 11.14.3. If the City receives a complaint regarding Franchisee's service under this Agreement, the complaint shall be immediately forwarded to Franchisee by telephone or electronic mail. Franchisee shall resolve all complaints as expeditiously as possible and shall take whatever steps are necessary to remedy the cause of a complaint within twenty-four (24) hours after receiving a complaint from the City.
  - 11.14.4. Upon resolution of the complaint, Franchisee shall notify the City within twenty-four (24) hours, by telephone or electronic mail, of the action taken to resolve the complaint.
  - 11.14.5. Franchisee shall also notify the Contract Manager regarding any disputes that have not been resolved within twenty-four (24) hours after receiving the complaint. Franchisee may request, and the Contract Manager may grant, additional time to remedy a complaint when necessary. If a dispute is not resolved to a Residential or Commercial Customer's satisfaction, City shall have the authority to determine how the dispute will be resolved.
  - 11.14.6. Franchisee shall keep a written record of all complaints it receives regarding Franchisee's service under this Agreement. Franchisee shall use a standard form to record the pertinent facts regarding each complaint and how it was resolved. The form shall identify source of the complaint (customer name, customer type - residential or commercial, and contact information), the time and date when a complaint was received, when Franchisee responded to the complaint, and when the complaint was resolved. Franchisee's records and forms shall be kept up to date and shall be maintained throughout the term of this Agreement. Copies of the complaints and forms shall be kept at Franchisee's office in the County and shall be available for inspection by the Contract Manager during normal business hours.
- 11.15. Vehicle and Collection Equipment
  - 11.15.1. General Requirements
    - 11.15.1.1. Franchisee shall maintain a dedicated fleet of collection vehicles designated for the City to fulfill this Agreement. No single frontline vehicle shall exceed a maximum age of eight (8) years; no single reserve vehicle shall exceed a maximum age of ten (10) years.
    - 11.15.1.2. Franchisee shall purchase and/or lease, maintain, and repair all of the vehicles and equipment necessary to comply with the requirements of this Agreement. Franchisee's vehicles and

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equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized. If Franchisee must use a substandard road (as determined by the City) to obtain access to a customer, Franchisee shall use lightweight and/or smaller vehicles and equipment when providing service on such roads.

11.15.1.3. All of Franchisee's collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.

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

11.15.1.5. City reserves the right to conduct periodic inspections of operations, vehicles, and equipment to ensure compliance with federal and state commercial motor vehicle statues, as well as the above requirements.

11.15.1.6. All vehicles used to provide Collection Service under this Agreement shall be equipped at all times with: (a) all safety supplies, equipment, and first aid supplies required by Applicable Laws; (b) a fire extinguisher; (c) a heavy-duty broom, a rake, and a large dustpan; (d) a spill response kit; (e) an audible back-up warning device; and (f) back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Franchisee's collection vehicles.

11.15.1.7. Franchisee shall have sufficient reserve vehicles and equipment available to complete daily routes. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when frontline vehicles and equipment are out of service, or when unanticipated delays will prevent frontline vehicles and equipment from completing the collection route(s) within the established hours of collection.

11.15.1.8. The reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.

#### 11.15.2. Maintenance and Cleaning

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

11.15.2.2. Franchisee shall keep all collection vehicles and equipment cleaned. All collection vehicles used for the collection of Solid Waste shall be washed thoroughly and sanitized with a suitable disinfectant and deodorant at least once each week, unless the Contract Manager approves an alternate cleaning schedule. Other collection vehicles shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.

#### 11.15.3. Vehicle Identification

11.15.3.1. Franchisee's vehicles shall clearly display Franchisee's logo, name, and telephone number printed in letters not less than four inches (4") on each side of the vehicle.

11.15.3.2. Franchisee vehicles shall be numbered with numbers not less than four inches (4") high on each side of the vehicle. Franchisee shall keep a record of the vehicle to which each number is assigned.

## **ARTICLE 12. RECORD KEEPING AND REPORTING**

### 12.1. Record Keeping

Franchisee shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. CITY shall have the right to audit the books, records, and accounts of Franchisee and its subcontractors that are related to this Agreement. Franchisee and its subcontractors shall keep such books, records, and accounts as may be

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necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of Franchisee and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Franchisee or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

## 12.2. Reporting

12.2.1. Daily Report: Within one (1) Day of occurrence, Franchisee shall electronically notify the Contract Manager of any of the events listed below, in a format approved by the Contract Manager, which may include use of the service verification system reports, if applicable. If no such events occur, no notification is necessary.

- a. Non-collection as specified in Article 6.5.
- b. Incidences of property damage to public or private property by Franchisee as specified in Article 11.6.3.
- c. Spillage and Littering occurrences as specified in Article 11.7.

12.2.2. Monthly Report: Prior to the fifteenth (15) Day of each month during the term of this Agreement, Franchisee shall electronically submit a report to the Contract Manager in a format approved by the Contract Manager, which may include use of the service verification system reports, if applicable. The report shall contain the following information for the previous service month:

- a. A summary of Complaints as specified in Article 11.14 with residential and commercial complaints listed separately.
- b. Roll Cart repair, replacement, exchange, and asset management reports including information as specified in Article 7.1.
- c. List of customers receiving the following services (including customer name, address, container size, frequency of collection, bill number, customer number and billing rate):
  - Residential Collection Service
  - Commercial Collection Service (identify Multi-Family and Commercial Properties)
  - Commercial Recyclables Collection Service (identify types of materials collected, such as segregated cardboard, paper, commingled containers, or Single Stream)
  - Special Pick-Ups
  - Any additional Side Door service customers
- d. Documentation and calculation of Franchise Fee linked to the previous list and identifying total monthly invoice and gross revenue billed:
  - Residential Collection Service
  - Commercial Collection Service

12.2.3. Annual Reports:

12.2.3.1. Recycling Participation: Franchisee shall, during the month of October of each year of the term of this Agreement, conduct an audit of its Franchise Area and physically verify the number of customers participating in the Residential Recyclables Collection Service. The City shall have the right to accompany Franchisee and participate in the survey. Franchisee shall by the end of March of each year provide a report to the City verifying and documenting the total number of customers utilizing Residential Recyclables Collection Service by type and service.

12.2.3.2. Vehicle List: On or before March 31 of each year, Franchisee shall provide the Contract Manager with a list of the vehicles and other collection equipment that will be used by Franchisee to provide services under this Agreement. This list shall include the license tag number and age for each vehicle.

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Franchisee shall revise and resubmit the list to the Contract Manager during the term of this Agreement if there are any changes to the list of vehicles or other collection equipment. The requirements of this paragraph do not apply to: (a) vehicles and other collection equipment used in the City for thirty (30) Days or less; or (b) bona fide demonstration trucks and other collection equipment.

12.2.3.3. Franchisee shall provide to the City annually a certified financial statement and report that includes an income statement showing the gross revenue received by Franchisee from the collection of Solid Waste and Recyclables and other services provided by Franchisee under this Agreement. The report must include the opinion of a Certified Public Accountant, who had conducted an audit of Franchisee's books and records in accordance with generally accepted accounting standards which include tests and other necessary procedures, that the financial statements are fairly presented in all material aspects and in conformity with generally accepted accounting procedures. The report also must include the Certified Public Accountant opinion that Franchisee has properly calculated and fully paid the Franchise Fees that are due and owing to the City pursuant to the provisions of this Agreement. The annual audit shall be delivered to the City within one hundred and twenty (120) Days after the end of Franchisee's fiscal year. The City may waive the requirement of an audited financial statement upon good cause.

12.2.3.4. Sustainability Report: On or before December 31 of each year, Franchisee shall provide the City's Contract Manager with a report which includes average truck miles per gallon (mpg); mileage associated with collection and disposal; and tonnage for solid waste, recycling, yard waste and bulk waste. These data shall be reported on an annual basis, covering October 1 – September 30 of the previous year, and shall be documented in monthly segments. An example of this report is included in Attachment I.

12.2.4. Franchisee shall provide any additional information or reports as requested by the Contract Manager to monitor this Agreement.

#### **ARTICLE 13. PUBLIC AWARENESS PROGRAM**

The Public Awareness Program is a public information program developed by the City and Franchisee to encourage the residents and businesses in the city to reduce the amount of Solid Waste generated, recycle whenever possible, and safely manage and dispose of Solid Waste that is not recycled. The program also will provide the public with information concerning Franchisee's services, fees, level of service and any proposed changes in those fees or services. At the request of the Contract Manager, Franchisee shall distribute brochures or other informational material concerning the City's Public Awareness Program up to two (2) times per year. These materials will be prepared by the city. The materials shall be delivered by Franchisee to Franchisee's customers via U.S. mail, or as approved by the Contract Manager, at no additional cost to the City or customer. Franchisee shall also provide a representative for the City's annual Earth Day event.

#### **ARTICLE 14. FRANCHISE FEE**

The Franchise Fee shall pertain to all services. No Franchise Fee is required for Residential Recyclables Collection Service. Franchisee shall remit a Franchise Fee in the amount of twenty-two percent (22%) of gross revenues billed in the immediately preceding month pursuant to the Franchise Agreement granted herein, to the City, by check, on or before the fifteenth (15th) Day of each month.

#### **ARTICLE 15. COMPENSATION**

##### **15.1. Collection Service Rates**

15.1.1. Rates for Residential Collection Services, Residential Recyclables Collection Service, and Commercial Collection Service are provided in Attachment B. All rates are subject to rate adjustments set forth in Article 15.1.2. No additional fees or charges shall be billed by the Franchisee unless approved by the Contract Manager.

15.1.1.1. The Residential Collection Services rate is the total rate that may be charged by Franchisee and includes all collection costs and Franchise Fees. Franchisee shall not separately state the amount of the

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Franchise Fee on any bill to any Residential Customer. The Franchisee may charge a discounted service rate, upon City approval, to homeowner associations (HOA) that accepts a single bill for providing subscription service to all residences in the HOA in order to incentivize Residential Collection Service.

15.1.1.2. The rates for Commercial Collection Service set forth in this Agreement include the Franchisee Fee. Disposal is a pass-through charge for all roll-off services based on actual tonnage and the applicable fees at the Designated Facility.

15.1.2. Rate Adjustment

15.1.2.1. All unit prices shall remain the same through the first year of the Franchise Agreement.

15.1.2.2. Franchisee may request an annual rate adjustment. Such request must be submitted in writing to City no later than June 1 of the year in which the Franchisee would like the rate adjustment to go into effect. Such rate adjustments are subject to approval by City. If approved, the rate adjustment would become effective October 1 of that year.

15.1.2.3. If a rate adjustment is requested, the calculation shall be made as specified in Attachment F and shall not exceed three and a half percent (3.5%) or as approved by City.

15.1.2.4. All notices to customers regarding rate adjustments must be approved by City prior to being issued.

15.1.3. Change in Law Rate Adjustment

Franchisee may petition the city for an additional rate adjustment resulting from a Change in Law. The Franchisee's request shall contain substantial proof and justification to support the need for the rate adjustment. The city may request from the Franchisee such further information as may be reasonably necessary in making its determination. Within sixty (60) Days of receipt of the request and all other additional information required by the City, the Contract Manager shall make a determination regarding the fairness of the request and shall make a recommendation to the Commission. The Commission shall consider the request at a regularly scheduled meeting. If the Commission approves the request, adjusted rates shall become effective upon the Commission's approval. All notices to customers regarding rate adjustments must be approved by City prior to being issued.

15.1.4. Limitation on Rate Changes

Franchisee shall not be allowed a rate increase for any reason other than those expressly specified in this Agreement. Notwithstanding the foregoing, in the event that a federal, state, or local entity imposes a fee, charge, or tax after October 1, 2022, that applies to Franchisee's operations, such fee, charge, or tax shall be treated as a Change in Law and shall be passed through as a separate billed item after notice to, and confirmation by, the City.

15.2. Billing and Payment

15.2.1. Residential Collection Service

Billing of subscription Residential Collection Service shall be the sole responsibility of Franchisee. Invoicing shall be monthly in advance of services rendered.

15.2.2. Commercial Collection Service

Billing of Commercial Collection Service shall be the sole responsibility of Franchisee. Invoicing shall be monthly in advance of services rendered, with the exception of roll-off pull and disposal charges which shall be billed in arrears.

**ARTICLE 16. EMERGENCY SERVICES**

16.1. Contingency Plan

In the event of a hurricane, tornado, major storm, natural disaster, or other such event, resulting in the temporary closure of the Designated Facility, the Contract Manager may grant Franchisee a variance from

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regular routes and schedules upon request by Franchisee. Franchisee shall coordinate with the City to inform customers of any change in schedule as soon as possible after variance has been granted. However, Franchisee shall resume regular collection service upon re-opening of the Designated Facility. In such cases, Franchisee shall make the City its highest priority. As soon as practicable after such event, Franchisee shall advise the Contract Manager when it is anticipated that normal routes and schedules can be resumed. All of the vehicles normally used by Franchisee in the City shall be dedicated to the collection of Solid Waste in the City during the emergency and any subsequent recovery periods.

16.2. Franchisee Unable to Provide Contracted Services

In the event that Franchisee is unable to provide adequate services during an emergency or other event involving an Uncontrollable Force, the city may hire other contractors to provide those services. In such case the City reserves the right to charge Franchisee for all costs and expenses that the City incurs while providing the services that Franchisee is obligated to provide pursuant to the requirements of this Agreement, subject to set-off for the amounts that would have been paid to Franchisee for services.

16.3. Rapid Recovery from Disaster

The clean-up from some natural disasters may require that Franchisee hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the natural disaster. Franchisee acknowledges that the City has entered into one or more stand-by contracts for debris removal in the event of a natural disaster. Therefore, there is no guarantee that Franchisee will be authorized to provide such clean-up services. Franchisee shall not receive any extra compensation (i.e., above the normal compensation provided in this Agreement) to recover the costs of rental equipment, additional personnel, overtime hours, or other expenses unless Franchisee has received written authorization and approval from the City Manager or designee, prior to such work being performed, and promptly thereafter entered into a written Emergency Contract Memorandum of Understanding Supplemental to Franchise Agreement signed by the City Manager and Franchisee. Any and all such costs shall be audited by the City prior to payment.

16.4. Disaster Response Plan

Franchisee shall develop and provide to the City a written disaster preparedness and response plan (Disaster Plan) thirty (30) Days prior to the Commencement Date. Thereafter, the Franchisee shall provide an updated Disaster Plan by March 31 of each year. This Disaster Plan shall include provisions for additional personnel and equipment, and shall establish a reasonable, verifiable basis for any charges associated therewith. The City shall coordinate with Franchisee if a disaster should require temporary closure, or modification to the hours of operation of the Designated Facility. Franchisee shall be familiar with local, state, or federal agency documentation requirements, including but not limited to the generality of the foregoing, rules, regulations, and guidelines applicable to FEMA's Public Assistance Program for Debris Removal, as such requirements change from time to time. Franchisee shall maintain complete and accurate records of any and all such disaster work and provide all required and necessary documentation for submission of cost reimbursement requests. Franchisee shall be required to submit its FEMA documentation of costs to the City as a condition of payment for additional personnel and equipment pursuant to this section.

**ARTICLE 17. PERFORMANCE**

17.1. Performance Bond

Franchisee shall furnish a performance bond as security for the performance of this Agreement with the City within thirty (30) Days of the Effective Date. Said performance bond will be equal to fifty percent (50%) of the previous year's invoiced service fees, or fifty percent (50%) of the anticipated service fees for the first year of the Agreement. The premium for the performance bond described above shall be paid by Franchisee. The performance bond shall be written by a surety company licensed to do business in the State of Florida with an A.M. Best Financial rating of A-VI or higher for the most current calendar year available. The Surety or Sureties shall be a company or companies satisfactory to the City.

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17.1.1. Said bond shall be forfeited should Franchisee:

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

17.2. Administrative Charges

17.2.1. The Contract Manager shall notify Franchisee in writing by the tenth (10) Day of the month of the City’s intent to deduct any administrative charges, as set forth in Article 17.2.4, including the basis for each administrative charge, from payments due or to become due to Franchisee for service provided under this Agreement.

17.2.2. In the event Franchisee wishes to contest such monthly assessment, Franchisee must do so within ten (10) Days of issuance of each assessment notification by requesting, in writing, a meeting with the Contract Manager to resolve the issue. Following such a meeting, the Contract Manager shall notify Franchisee in writing of any action taken with respect to Franchisee’s claims. Franchisee may further appeal, in writing, the decision of the Contract Manager to the City Manager, who shall conduct a review of all of the facts and circumstances, and make a determination in writing. The City Manager’s decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.

17.2.3. Franchise Fee payments received after the fifteenth (15) Day of the month shall bear interest at eighteen percent (18%) per year. Unless due to an Uncontrollable Force, Franchise Fee payments received more than thirty (30) Days after the due date shall be subject to an administrative fee of \$500 for the first nonpayment; \$1,500 for the second nonpayment; and \$5,000 for the third nonpayment. Three late payments in any single calendar year that are not due to an Uncontrollable Force may result in termination of this Agreement.

17.2.4. The Contract Manager may assess the following administrative charges pursuant to this Article on a monthly basis in connection with the Agreement:

<b>Performance Standard Violation</b>	<b>Administrative Charges</b>
Failure to respond to missed collection in the timeframe required in the Agreement.	\$50 per Customer per occurrence for 1 <sup>st</sup> notification \$100 per Customer per occurrence for each additional notification

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Failure to correct chronic problems (chronic shall mean three (3) or more similar Legitimate Complaints at the same Customer location within a ninety (90) day period in any category of service.	\$100 for the 3 <sup>rd</sup> occurrence \$250 per occurrence thereafter
Failure to resolve a legitimate complaint, other than missed collection, within twenty-four (24) hours of notification unless otherwise approved by the Contract Manager.	\$100 per day until complaint is resolved to satisfaction of the city
Reporting unresolved missed collection or legitimate complaint as resolved.	\$250 per occurrence
Providing Collection Services outside of the days and hours specified in the Agreement unless otherwise approved by the Contract Manager.	\$100 per occurrence
Failure to provide Collection Services to new Customer within seven (7) calendar days of receiving notification.	\$100 per occurrence per Day late
Failure to provide appropriate containers to Customers prior to the Commencement Date unless otherwise approved by the Contract Manager.	\$50 per collection container per Day
Failure to repair, replace, exchange, or provide additional collection containers within the time specified.	\$50 per occurrence per Day
Failure to correct chronic equipment problems (chronic shall mean three (3) instances of the same or similar problem with the same equipment/truck within a twelve (12) month period).	\$100 for the 3 <sup>rd</sup> occurrence \$250 per occurrence thereafter
Failure to correct chronic personnel problems (chronic shall mean three (3) instances of the same or similar problem with the same individual within a twelve (12) month period).	\$100 per occurrence for the 3 <sup>rd</sup> occurrence \$250 per occurrence thereafter
Failure to clean up spilled material from loading and/or transporting.	\$250 per occurrence
Mixing of loads of materials as prohibited by the Agreement without prior written approval from the Contract Manager.	\$1,000 per occurrence
Failure to leave a non-collection notice for Customer explaining why material was not collected.	\$100 per occurrence
Failure to deliver Solid Waste and Recyclables to the Designated Facility.	\$1,000 per occurrence, plus 125% of tipping fee at Designated Facility per ton delivered elsewhere
Failure to maintain a customer service office for the hours required.	\$1,000 per occurrence per Day

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Failure to submit any report, log, or documentation, with the proper content and format, in the timeframe required.	\$100 per Day that each report, log, or documentation is late
Failure to meet deadline for transition plan tasks.	\$500 for each task deadline missed
Failure to comply with any provisions of this Agreement for which a penalty has not been specified.	\$200 per occurrence per Day

**ARTICLE 18. TERMINATION**

18.1. This Agreement may be terminated by CITY for convenience, upon providing sixty (60) days written notice to Franchisee. In the event the CITY terminates for convenience, Franchisee shall cease performance upon the effective date of the termination of the Agreement and remit any monies owed to the CITY as of the effective date of the termination. In the event that the Franchisee abandons this Agreement or causes it to be terminated, it shall indemnify CITY against any loss pertaining to such termination. All finished or unfinished documents, records, log books, inventory lists, and reports prepared by Franchisee shall become the property of CITY and shall be delivered by Franchisee to CITY.

18.2. Default

City may terminate this Agreement by written notice of default to the Franchisee if Franchisee fails to perform or observe any of the terms and conditions of this Agreement for a period of thirty (30) days after receipt of notice of such default, including, but not limited to the causes of default identified below:

18.2.1. Failure to Maintain Performance Bond and Insurance

The City reserves the right to terminate this Agreement if Franchisee fails to obtain and maintain the Performance Bond as set forth in Article 17 and the insurance set forth in Article 19.

18.2.2. Scrutinized Companies

Franchisee is advised that section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of One Million Dollars (\$1,000,000.00) or more that are on either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List. Both lists are created pursuant to section 215.473, Florida Statutes. City reserves the right to terminate this Agreement if the City discovers that the Franchisee has submitted a false certification regarding the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and/or if, during the term of the Agreement, the Franchisee has been placed on the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List.

18.2.3. Bankruptcy

18.2.3.1. The City reserves the right to terminate this Agreement if Franchisee takes the benefit of insolvency statute, or shall make a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, petitions or answers seeking an arrangement for its reorganization or readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.

18.2.3.2. The City reserves the right to terminate this Agreement if by order or decree of a court, the Franchisee shall be adjudicated bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Franchisee seeking its reorganization or the readjustment of its indebtedness under Federal bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect.

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18.2.3.3. The City reserves the right to terminate this Agreement if by or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Franchisee, and such possession of control shall continue in effect for a period of sixty (60) days.

## **ARTICLE 19. INSURANCE**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.

Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Automobile Liability** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Worker's Compensation Insurance & Employers Liability** Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

### **Transporters Pollution Liability Coverage**

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous material identified under the Agreement.

### **Disposal Coverage**

The Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

**Waiver of Subrogation** Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy,

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which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance** Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal coverage. The Certificate Holder address shall read:

City of Hallandale Beach  
Risk Manager  
400 South Federal Highway  
Halladale Beach, FL 33009

**Umbrella or Excess Liability.** Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Right to Revise or Reject** City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

## **ARTICLE 20. OTHER TERMS AND CONDITIONS**

### **20.1. Indemnification**

20.1.1 FRANCHISEE shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub- subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY, arising out of or resulting from performance of this Agreement, the failure of FRANCHISEE to take out or maintain insurance as required under this Agreement, or any negligent act or omission on behalf of FRANCHISEE, its employees, agents, partners, principals, subcontractors, and officers. The FRANCHISEE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

20.1.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

20.1.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of FRANCHISEE.

20.1.4 FRANCHISEE may be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from FRANCHISEE's performance of the services required by this Agreement.

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20.1.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

20.2. Assignment

No assignment of this Agreement or any right occurring hereunder shall be made in whole or in part by Franchisee without the express written consent of the City; in the event of any assignment, assignee shall assume the liability of Franchisee.

20.3. Severability

If any Article, sub article, sentence, clause or provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected.

20.4. Compliance with Laws and Regulations

Franchisee agrees that they will comply with all Federal, state, and Applicable Law, including OSHA, EPA, and any other requirements that may apply, to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this Agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of this Agreement.

20.5. Drug Free Workplace

20.5.1. It is a requirement of CITY that it enter into contracts only with firms that certify the establishment of a drug-free workplace. Execution of this Agreement by CONTRACTOR shall also serve as CONTRACTOR's required certification that it either has or that it will establish a drug-free workplace. Right to Require Performance

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

20.6. Modification

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

20.7. Reservation of Rights

The City hereby expressly reserves the right to amend this Agreement, which may be necessary or proper to secure and protect the health, safety, moral, general welfare and accommodation of the public including, but not limited to, amendments related to rates, and to protect the public from danger and inconvenience in the management and operations of solid waste services business, and to provide such service as is contemplated by this Agreement.

20.8. Independent Franchisee

Franchisee is an independent Franchisee under this Agreement. In providing services, neither Franchisee nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to Franchisee or Franchisee's agents any authority of any kind to bind CITY in any respect whatsoever. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto or as constituting Franchisee as an agent, representative or employee of the City for any purpose whatsoever. Franchisee is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. Persons employed by Franchisee in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers'

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compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

20.9. Governing Law, Venue

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida or if in Federal Court then it is in the Southern District of Florida.

20.10. Public Access

20.11.1 Franchisee and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to Franchisee's and its subcontractors' records, Franchisee and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Franchisee or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry. Franchisee shall disclose records only in accordance with Florida Public Records Laws. As allowable pursuant to Florida law, City shall endeavor to promptly inform Franchisee if City receives a public records request for information designated by Franchisee as confidential.

**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 CONTRACT, CONTACT THE CITY CLERK AT (954) 457-1340, BY EMAIL AT [CITYCLERKOFFICE@COHB.ORG](mailto:CITYCLERKOFFICE@COHB.ORG), OR AT 400 S. FEDERAL HWY, ATTN: CITY CLERK, HALLANDALE BEACH, FL 33009**

20.11.2 Franchisee shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

20.11. Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

20.12. Survival of Obligation

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

20.13. Attorney's Fees

In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, including, but not limited to, the standard of performance required in it, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party, at both trial and appellate levels.

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20.14. Headings

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

20.15. Notice

All notices required or contemplated by this Agreement shall be addressed and sent by certified U.S. mail to the City and Franchisee as follows:

To City:               Public Works Director  
                              City of Hallandale Beach  
                              630 NW 2<sup>nd</sup> Street  
                              Hallandale Beach, FL 33009

To Franchisee:    [to be inserted]

20.16 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the Franchisee nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Franchisee will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Franchisee shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Franchisee further agrees that Franchisee will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

20.17 E-Verify

CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

20.17.1 Definitions for this Section.

20.17.1.1           “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

20.17.1.2           “Contractor” includes, but is not limited to, a vendor or consultant.

20.17.1.3           “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.17.1.4           “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.17.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

20.17.2.1           All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

*Note: Final Agreement terms and conditions will be modified based upon service selected by City.*

20.17.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Hallandale Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Hallandale Beach; and

20.17.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

20.18 CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.19 This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

20.20 Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



**ATTACHMENT B – COLLECTION SERVICE RATES**

**2021 - 2022 Collection Service & Disposal Rates**

Residential: Solid Waste/Bulk Trash /Yard Trash Collection

Residential Unit = 1-4 units

Monthly Rate Per Unit .....	\$27.87
1 x week (Includes one 96 gallon container and 1 <sup>st</sup> additional 64 gallon container upon request)	
2 x week Collection (add \$9.11 to 1 x week charge).....	\$36.98
2 or more 64 gallon Containers (additional fee, per container/per month) .....	\$3.00
2 or more 96 gallon Containers (additional fee, per container/per month) .....	\$4.25
Non-Curbside Collection (additional fee, per unit/per month).....	\$8.00

Residential: Recyclables Collection

Monthly Rate Per Unit.....	\$2.00
Replacement Cart Fee .....	Labor & Materials

Multi-Family: Solid Waste/Bulk Trash/Yard Trash Collection

Multi-Family = 5+ units

Container Type	Service Per Week						
	1x week	2x week	3x week	4x week	5x week	6x week	7x week
95 gal	\$52.00	\$100.00	\$140.00	\$187.00	N/A	N/A	N/A
Add'l 95 gal	\$26.00	\$50.00	\$70.00	\$94.00	N/A	N/A	N/A
1 CY	N/A	\$98.00	\$147.00	\$194.00	\$241.00	\$289.00	\$337.00
2 CY	N/A	\$186.00	\$277.00	\$369.00	\$463.00	\$547.00	\$644.00
2 CY-Compacted	N/A	\$560.00	827.00	\$1,100.00	\$1,366.00	\$1,638.00	\$1,916.00
3 CY	N/A	\$264.00	\$389.00	\$517.00	\$644.00	762.00	\$889.00
3 CY-Compacted	N/A	\$775.00	\$1,161.00	\$1,541.00	\$1,534.00	\$1,918.00	\$2,677.00
4 CY	N/A	\$326.00	\$501.00	\$660.00	\$826.00	\$982.00	\$1,148.00
4 CY-Compacted	N/A	\$1,000.00	\$1,359.00	\$1,981.00	\$2,465.00	\$2,952.00	\$3,345.00
6 CY	N/A	\$504.00	\$746.00	\$988.00	\$1,239.00	\$1,481.00	\$1,720.00
6 CY-Compacted	N/A	\$1,505.00	\$2,233.00	\$2,965.00	\$3,697.00	\$4,430.00	\$5,165.00
8 CY	N/A	\$663.00	\$993.00	\$1,318.00	\$1,643.00	\$1,968.00	\$2,289.00
8 CY-Compacted	N/A	\$2,003.00	\$2,982.00	\$3,957.00	\$4,935.00	\$5,907.00	\$6,884.00

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Commercial: Solid Waste Collection

Container Type	Service per Week						
	1x week	2x week	3x week	4x week	5x week	6x week	7x week
95 gal	\$52.00	\$100.00	\$140.00	\$187.00	N/A	N/A	N/A
Addt'l 95 gal	\$26.00	\$50.00	\$70.00	\$94.00	N/A	N/A	N/A
1 CY	N/A	\$155.00	\$234.00	\$311.00	\$384.00	\$460.00	\$556.00
2 CY	N/A	\$295.00	\$443.00	\$592.00	\$733.00	\$876.00	\$1,019.00
2 CY-Compacted	N/A	\$889.00	\$1,326.00	\$1,756.00	\$2,192.00	\$2,625.00	\$3,059.00
3 CY	N/A	\$413.00	\$618.00	\$823.00	\$1,024.00	\$1,227.00	\$1,431.00
3 CY-Compacted	N/A	\$1,240.00	\$1,855.00	\$2,464.00	\$3,067.00	\$3,678.00	\$4,281.00
4 CY	N/A	\$528.00	\$790.00	\$1,054.00	\$1,314.00	\$1,574.00	\$1,832.00
4 CY-Compacted	N/A	\$1,600.00	\$2,380.00	\$3,168.00	\$3,934.00	\$4,723.00	\$5,351.00
6 Yard	n/a	\$810.00	\$1,191.00	\$1,586.00	\$1,975.00	\$2,362.00	\$2,757.00
6 Yard – Compacted	n/a	\$2,406.00	\$3,574.00	\$4,745.00	\$5,916.00	\$7,086.00	\$8,263.00
8 Yard	n/a	\$1,070.00	\$1,590.00	\$2,114.00	\$2,636.00	\$3,147.00	\$3,669.00
8 Yard – Compacted	n/a	\$3,203.00	\$4,759.00	\$6,330.00	\$7,894.00	\$9,448.00	\$11,010.00

Commercial & Multi-Family: Solid Waste Collection (*disposal fees not included*)

Roll-Off Service (Compactor & Non-Compactor) Rate per haul .....\$260.00

Commercial & Multi-Family: Cardboard Collection

Container Type	Service per Week					
	2x week	3x week	4x week	5x week	6x week	7x week
4 CY	\$52.00	\$78.00	\$104.00	\$130.00	\$156.00	\$182.00
8 CY	N/A	\$156.00	\$208.00	\$260.00	\$312.00	\$364.00

Commercial & Multi-Family: Container Fees (Solid Waste and Recyclables)

Cart Fee (new & replacement Carts) ..... Labor & Materials

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Commercial & Multi-Family: Solid Waste & Recyclables Container Fees

	Container Purchase	Monthly Container Rental	Monthly Container Rental Compacted Containers
1 CY	\$413.40	\$10.40	N/A
2 CY	\$426.40	\$12.35	\$54.60
3 CY	\$560.30	\$14.30	\$75.40
4 CY	\$605.80	\$18.20	\$98.80
6 CY	\$799.50	\$22.10	N/A
8 CY	\$923.00	\$26.00	N/A
10 CY	N/A	N/A	\$325.00
20 CY	N/A	N/A	\$390.00
30 CY	N/A	N/A	\$455.00
40 CY	N/A	N/A	\$520.00

Commercial & Multi-Family: Recyclables Collection

Contamination Fee (per container/per occurrence) .....\$25.00

Commercial & Multi-Family: Special Collection (*in addition to regular collection*)

Container Size / Type	Containerized	
	1 <sup>st</sup> Container	Each Additional Container
1 CY	\$67.60	\$65.00
2 CY	\$130.00	\$113.10
2 CY – Compacted	\$161.20	\$161.20
	Loose Debris	
	1 <sup>st</sup>	Each Additional CY
2 CY	\$54.60	\$27.72
	Bulk Items	
	The lesser of: \$45.50 per item or loose debris pricing	

Cart Collections (per additional trip) .....\$45.50

Damaged and/or Overflowing Cart Collection. .... Labor & Materials

Disposal/Processing Fees

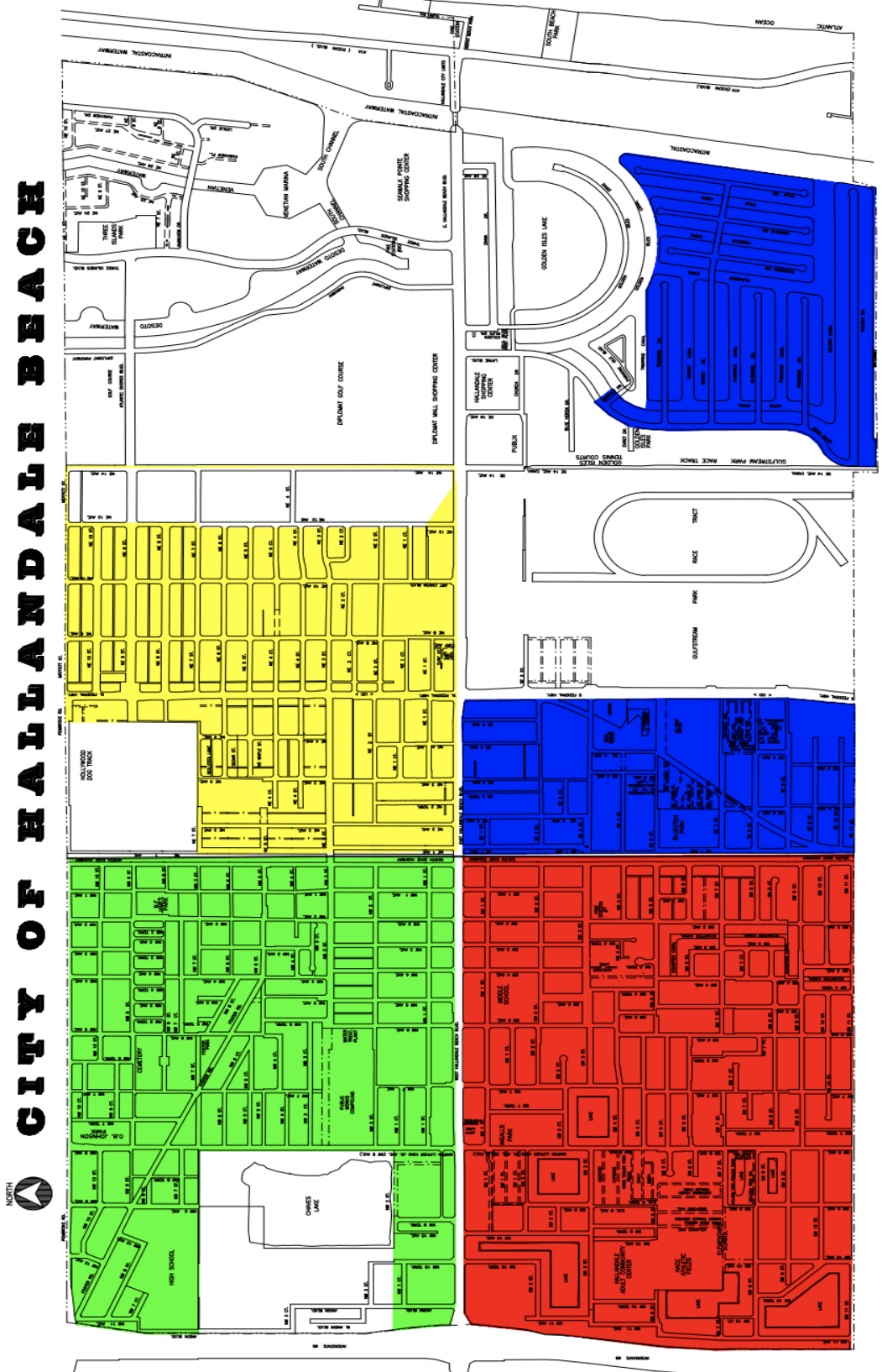
Municipal Solid Waste Disposal Rate (per ton) .....\$52.28

Single Stream Recyclables Processing Fee (per ton) .....\$28.00

*Note: Final Agreement terms and conditions will be modified based upon service selected by City.*

ATTACHMENT C – FRANCHISE AREA

WEEKLY GARBAGE COLLECTION SCHEDULE MAP



Note: Final Agreement terms and conditions will be modified based upon service selected by City.

**ATTACHMENT D – NON FRANCHISE PROPERTY LIST**

<b>Private Hauler Address List</b>				
<b>SEQ</b>	<b>Name</b>	<b>Address</b>	<b>Size</b>	<b>QNTY</b>
1	ANCHOR BAY CLUB INC (COC)	300 THREE ISLANDS BLVD	2	1
	ANCHOR BAY CLUB INC (COC)	300 THREE ISLANDS BLVD	3	2
2	ART SQUARE AT HALLANDALE #5 (GLC)	411 N FEDERAL HWY	2	1
	ART SQUARE AT HALLANDALE #5 (GLC)	411 N FEDERAL HWY	2	2
	ART SQUARE AT HALLANDALE #5 (GLC)	411 N FEDERAL HWY	4	1
	ART SQUARE AT HALLANDALE #6 (GLC)	419 N FEDERAL HWY	2	1
	ART SQUARE AT HALLANDALE #6 (GLC)	419 N FEDERAL HWY	4	1
	ART SQUARE AT HALLANDALE	401 N FEDERAL HWY	4	3
	ART SQUARE AT HALLANDALE (GLC)	401 N FEDERAL HWY	2	1
	ART SQUARE AT HALLANDALE (GLC)	401 N FEDERAL HWY	4	1
3	ATLANTIC VILLAGE	801 N FEDERAL HWY STE 221	4	2
4	DAISY NAIL	615 E HALLANDALE BCH BLVD	1	1
5	FLANIGANS ENTERPRISES 31	4 N FEDERAL HWY	8	1
6	FPL (HIGHLAND SUB)	850 SW 11TH ST	6	1
7	HALLANDALE AUTO ELECTRIC INC	721 N DIXIE HWY	6	1
8	HALLANDALE TOWERS EAST	401 NE 14TH AVE	2	1
	HALLANDALE TOWERS EAST	401 NE 14TH AVE	4	1
9	HOLIDAY LANES	106 E PEMBROKE RD	6	1
10	HOSPITALITY SUPPORT SERVICES	137 SE 1ST AVE	4	1
11	INTERNATIONAL BLINDS	266 N FEDERAL HWY	4	1
12	INTERNATIONAL DESIGNS CORP LLC	1051 NW 3RD ST	3	1
13	JEWELRY DEPOT	250 N FEDERAL HWY	1	1
14	JMG LOGISTICS LLC	310 ANSIN BLVD	2	1
15	KAR HALL 2000 LLC	2000 S OCEAN DR	2	1
16	LAKE POINT TOWERS	100 GOLDEN ISLE DR	2	2
	LAKE POINT TOWERS	100 GOLDEN ISLE DR	2	2
17	LSOLEI DEV GROUP LLC	1100 NE 1ST CT	4	1
18	MEADOWBROOK 1	501 NE 14TH AVE	3	1
19	MEADOWBROOK 2	421 NE 14TH AVE	2	1
20	MEADOWBROOK 3	500 NE 12TH AVE	4	1
21	MEADOWBROOK 4	420 NE 12TH AVE	2	1
22	MEADOWBROOK 6	901 NE 14TH AVE	2	1
23	MEADOWBROOK F	620 NE 12TH AVE	2	1
24	MEGACENTER HALLANDALE	1000 W PEMBROKE RD	8	1
25	OLYMPUS ASSOCIATION THE (COC)	500 THREE ISLANDS BLVD	2	2
	OLYMPUS ASSOCIATION THE (COC)	500 THREE ISLANDS BLVD	2	3

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	OLYMPUS ASSOCIATION THE (COC)	500 THREE ISLANDS BLVD	2	1
	OLYMPUS ASSOCIATION THE (COC)	500 THREE ISLANDS BLVD	3	1
	OLYMPUS ASSOCIATION THE (COC)	500 THREE ISLANDS BLVD	6	1
26	OLYMPUS ASSOCIATION THE (COC)	600 THREE ISLANDS BLVD	1	2
	OLYMPUS ASSOCIATION THE (COC)	600 THREE ISLANDS BLVD	2	3
	OLYMPUS ASSOCIATION THE (COC)	600 THREE ISLANDS BLVD	3	2
27	OLYMPUS ASSOCIATION THE (COC)	2500 PARKVIEW DR	2	3
	OLYMPUS ASSOCIATION THE (COC)	2500 PARKVIEW DR	3	2
28	P AND H LIEBERMAN BUILDING	440 NE 1ST AVE	3	1
29	PARKER DORADO CONDO ASSOC (GLC)	3180 S OCEAN DR	2	4
	PARKER DORADO CONDO ASSOC (GLC)	3181 S OCEAN DR	2	5
	PARKER DORADO CONDO ASSOC (GLC)	3182 S OCEAN DR	2	6
30	PARKER PLAZA CONDO ASSN (COC)	2030 S OCEAN DR	2	1
31	PARKER TOWER CONDO ASSOC (GLC)	3140 S OCEAN DR	2	3
32	PARKER TOWER CONDO ASSOC (GLC)	3180 S OCEAN DR	8	1
33	SPRINT	750 W. HALLANDALE BEACH BLVD	2	1
34	SUNSHINE TAPE PRODUCT LLC	1051 NW 3RD ST	2	1
35	TERRENCE GRAY	22 NW 2ND ST	2	1
36	TM CABINETRY	313 ANSIN BLVD	1	1
37	TREND CORP	1044 NW 3RD ST	4	
38	NE WAVE	223 NW2AVE	2	2
39	2500 RECIVER	2500 E HALLANDALE BCH BLVD	8	
40	901 S. FEDERAL HWY	800 BUILDING	30	1
	902 S. FEDERAL HWY	1000 BUILDING	30	1
	903 S. FEDERAL HWY	1200 BUILDING	30	2
	904 S. FEDERAL HWY	1300 BUILDING	30	2
	905 S. FEDERAL HWY	1400 BUILDING	30	1
	906 S. FEDERAL HWY	1500 BUILDING	30	1
41	LA ROTUNDA	616 ATLANTIC SHORES	3	1
42	MUFFLEX	10 NE 3 ST	2	1
43	GAR INDUSTTRIES	224 NW6AVE	2	1
44	MURRAY FAMILY & ASSOCIATE	1250 E. HALLANDALE BEACH BLVD	4	1
45	SWIMWEAR FOR ALL	100 NE 1 AVE	1	1
46	ATRIUM HALLANDLE SHOPPING	1025 E. HALLANDALE BEACH BLVD	4	1
47	GOLDEN LAKES CONDO	473 GOLDEN ISLES DR	2	1
48	TWO MEN AND A TRUCK	26 NW 1 AVE	3	1
49	SALLYS BEAUTY	656 W HALLANDALE BEACH BLVD	1	1
50	IMPERIAL STONE	739 NW 2 ST	30	1
51	VAL GLASS & MIRROR	108 NE 1 AVE	1	1
52	HOLLYWOOD DOG TRACK	831 N. FEDERAL HWY	40	4

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53	CHAVES LAKE APT	205 NW 8 AVE	30	
54	PUBLIX	1400 S. FEDERAL HWY	30	1
55	VILLAGE AT GULFSTREAM	901 S. FEDERAL HWY	6	4
56	VILLAGE AT GULFSTREAM	501 S. FEDERAL HWY	30	1

\* **Red** indicates **34 Commercial Accounts**

\* **Black** indicates **22 Multifamily Accounts**

## **ATTACHMENT E – PROGRAM RECYCLABLES**

Following are Program Recyclables to be collected by the Franchisee:

- All paper not contaminated by food, including newspaper, magazines, phone books, junk mail, office paper, cardboard, paper bags, paperboard, chipboard, file folders, envelopes, paperback books, mixed paper, etc.
- Aluminum food and beverage containers.
- Glass food and beverage containers.
- Ferrous cans, including aerosol cans not containing corrosive, toxic, ignitable, or reactive ingredients, including products such as paints, cleaners, oils, batteries and pesticides that contain potentially hazardous ingredients.
- Aseptic cartons, including juice boxes, gable top milk and juice containers, soy milk and soup cartons.
- All plastic containers except plastic film.
- Scrap metal.



### ATTACHMENT F – CALCULATION OF RATE ADJUSTMENT

Ninety percent (90%) of the rate adjustment shall be based on seventy five percent (75%) of the change in the Consumer Price Index (CPI) between the month of June in the prior year (CPI1) and the month of June in the current year (CPI2). The CPI shall be the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CWUR0300SA0).

Ten percent (10%) of the rate adjustment shall be based on the percentage change in the average monthly fuel price from July through June in the prior year (FI1) and the average monthly fuel price from July through June of the most recent year (FI2). If the Franchisee utilizes primarily CNG vehicles, fuel prices shall be based on the Henry Hub Gulf Coast Natural Gas Spot Price (dollars/million BTUs) published by the United States Energy Information Administration. If the Franchisee utilizes primarily diesel vehicles, fuel prices shall be based on the Lower Atlantic (PADD1C) No. 2 Diesel Ultra Low Sulfur Diesel (0-15 ppm) Retail Prices (dollars per gallon) published by the United States Energy Information Administration.

If any of the designated indices are discontinued or substantially altered, City may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

The total rate adjustment is rounded to the nearest hundredth of a percent and in any given year shall not exceed three and a half percent (3.5%) of the previous rate.

#### EXCEL FORMULA FOR CALCULATING RATE ADJUSTMENT

$\text{Rate Adjustment (\%)} = \text{ROUND} \left( \left( \left( \left( \text{CPI2} - \text{CPI1} \right) / \text{CPI1} \right) * 0.75 * 0.90 \right) + \left( \left( \text{FI2} - \text{FI1} \right) / \text{FI1} \right) * 0.10 \right) * 100, 2 \right)$
---

Where:

“CPI1” = published CPI average for the month of June of the prior year to CPI2

“CPI2” = published CPI average for the month of June of the current year

“FI1” = average published monthly fuel price from July through June of the year prior to FI2

“FI2” = average published monthly fuel price from July through June of the current year

#### SAMPLE CALCULATION OF RATE ADJUSTMENT

Assumptions:	Current Rate = \$8.00	CPI1 = 225.838	FI1 = 3.9185
		CPI2 = 230.195	FI2 = 3.8747

Rate Adjustment:

$$= \text{ROUND} \left( \left( \left( \left( 230.195 - 225.838 \right) / 225.838 \right) * 0.75 * 0.90 \right) + \left( \left( 3.8747 - 3.9185 \right) / 3.9185 \right) * 0.10 \right) * 100, 2 \right) = 1.19\%$$

*Rate Adjustment of 1.19% is less than 3.5%, the maximum allowed.*

$$\text{New Rate} = \text{ROUND} (\$8.00 * (1 + 0.0119), 2) = \$8.10$$

**ATTACHMENT G – TECHNICAL SPECIFICATIONS FOR ROLL CARTS**

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

<p><b>Construction and Design</b></p>	<ul style="list-style-type: none"> <li>• Must meet ANSI Standards Z245.30 and AZ245.60 “Type B/G” containers, all rules, regulation, and laws pertaining to this product.</li> <li>• Roll Carts must be produced by a major manufacturer.</li> <li>• Roll Carts must be universal and compatible with and capable of withstanding all U.S. industry-standard semi-automated and fully-automated collection systems.</li> <li>• The upper lift point shall be permanently molded into the Roll Cart and the lower must be a 1” diameter galvanized free floating metal bar or composite equivalent, securely attached to prevent failure or loss. Molded bars are unacceptable.</li> <li>• Roll Carts must be designed to prevent the Roll Cart from falling into the truck hopper when lifted and turned upside down using a semi-automated collection system.</li> <li>• Interior and exterior of Roll Cart body must be smooth and uniform in appearance, and must be free of pockets, recesses, or significant intrusions that could trap debris.</li> <li>• The Roll Cart must be manufactured with a narrow width design to fit through a 30” door opening.</li> <li>• The Roll Cart must be manufactured with a foot operated tilt feature designed into the axle area to facilitate easy tipping.</li> </ul>
<p><b>Size (Capacity)</b></p>	<ul style="list-style-type: none"> <li>• Two different sized Roll Carts are required: <ul style="list-style-type: none"> <li>○ Large = 94-96 gallon</li> <li>○ Medium = 64-66 gallon</li> </ul> </li> </ul>
<p><b>Materials</b></p>	<ul style="list-style-type: none"> <li>• Must be rotationally or injection molded using medium to high density 100% recyclable polyethylene.</li> <li>• Minimum resin weight of unassembled Roll Cart, including cart body and lid, must be: <ul style="list-style-type: none"> <li>○ 30 pounds or greater for large Roll Cart</li> <li>○ 22 pounds or greater for medium Roll Cart</li> </ul> </li> <li>• Resin used in the manufacturing process must contain a minimum of 25% post-consumer recycled material.</li> <li>• All plastic parts must be stabilized against ultraviolet light deterioration with an UV stabilizer additive with no less than two fifths of one percent (.4%) by weight.</li> </ul>
<p><b>Body</b></p>	<ul style="list-style-type: none"> <li>• The body of the Roll Cart must be one piece.</li> <li>• The Roll Cart wall and bottom thickness must be a minimum of .150” for injection molded carts. For carts manufactured through a rotational molding process, wall thickness must have a minimum nominal wall thickness of .172” throughout the cart.</li> <li>• The body of the Roll Cart must be designed with a drag rail on the container bottom and reinforced in the area that contacts the ground with a molded-in bottom wear strip.</li> <li>• The top of the body must be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim must have a raised inner perimeter. The rim of the Roll Cart must not be designed to have an inward radius to obstruct free flow emptying of the material out of the container.</li> </ul>
<p><b>Lid</b></p>	<ul style="list-style-type: none"> <li>• Lids must be of a configuration that they will not warp, bend, slump, or distort to such an extent that it no longer fits the body properly or becomes otherwise unserviceable.</li> <li>• Lids must be watertight, prohibit vectors from entering, and odor emission from exiting.</li> </ul>

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	<ul style="list-style-type: none"> <li>• The lid must be one-piece construction and securely attached to the rear of the wheeled section of the Roll Cart using a rustproof, weather-resistant fastener system.</li> <li>• The lid must be hinged to open by gravity to a position of 270 degrees from the closed position and hang open without stressing the lid, body, or tipping over the Roll Cart.</li> <li>• Lids must be designed to be easily removed in the event of damage or failure. Lid latches are unacceptable.</li> </ul>
<b>Handle</b>	<ul style="list-style-type: none"> <li>• Each Roll Cart must have a horizontal handle(s) to provide comfortable gripping areas for pushing or pulling the Roll Cart.</li> <li>• The handle shall be integrally molded into the body or lid, and only plastic surfaces shall be exposed to the hands of the user.</li> </ul>
<b>Wheels/Axle</b>	<ul style="list-style-type: none"> <li>• Roll Carts must be equipped with two (2) plastic molded or rubber wheels making the cart capable of being easily moved and maneuvered.</li> <li>• Wheels shall be snap-on or attached in a way that prevents unintended detachment.</li> <li>• Wheels must be a minimum of 10”in diameter for large and medium Roll Carts.</li> <li>• Each Roll Cart shall be furnished with a minimum 5/8” diameter axle with a corrosion-resistant coating that must be securely attached to the body by molded axle retainers.</li> <li>• The wheels and axle must be rated to meet and exceed load requirements of 3.5 pounds per gallon.</li> </ul>
<b>Stability</b>	<ul style="list-style-type: none"> <li>• Roll Carts must be stable and self-balancing when in the upright position, whether loaded or empty, and maintain stability when returned to the ground at the end of the dumping cycle.</li> <li>• Roll Carts must be able to remain stable and upright in winds up to 30 miles per hour when empty.</li> </ul>
<b>Color</b>	<ul style="list-style-type: none"> <li>• Color must not be streaked in the finished product and must be colorfast so that the color does not alter significantly with normal use. Painted Roll Carts are unacceptable.</li> <li>• The Solid Waste Roll Cart shall be piano green with a piano green lid and black wheels.</li> <li>• The Recyclables Roll Cart shall be blue with a blue lid and black wheels.</li> <li>• The final color section must be approved by the city prior to manufacturing.</li> </ul>
<b>Markings</b>	<ul style="list-style-type: none"> <li>• Sequential serial numbers must be molded, branded, or hot stamped into the front of the body with white color.</li> <li>• An eight to ten (8-10) alpha/numeric serial number shall be used as determined by City.</li> <li>• A City logo and/or Recycling logo must be clearly molded, inscribed, or hot-stamped into both sides of the body with the following working in 1” lettering on the lid: <ul style="list-style-type: none"> <li>○ Property of the City of Hallandale Beach.</li> <li>○ Instructors for which side of the Roll Cart must face the street for collection.</li> <li>○ Recyclables Roll Cart lids must include program instructions as determined by City.</li> <li>○ Any other ANSI and regulatory labeling required.</li> </ul> </li> <li>• City must approve all markings prior to the manufacturing of the Roll Carts.</li> </ul>
<b>RFID Tags</b>	<ul style="list-style-type: none"> <li>• Each Roll Cart must have a unique integrated RFID tag installed into the Roll Cart.</li> <li>• RFID tags must be passive Ultra High Frequency (UHF) with an optimal operating frequency of 860-960 MHz.</li> <li>• RFID tags must have an optimal operating temperature of -40°F to +149°F.</li> </ul>

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	<ul style="list-style-type: none"> <li>• The dry inlay must meet ISO/IEC 18000-6C and EPD Global Gen 2 standards.</li> <li>• RFID tag values must be written and locked at the time of Roll Cart delivery.</li> <li>• All RFID tags must be attached so that the tags have no exposure to outside elements, are not visible to the customer, and are tamper-resistant.</li> <li>• RFID tags placed inside of the body of the Roll Cart are unacceptable.</li> <li>• Adhesive or sticker RFID tags are unacceptable.</li> <li>• Each RFID tag must be tested at the manufacturing facility to ensure that it is working properly.</li> </ul>
<b>Warranty</b>	<ul style="list-style-type: none"> <li>• Roll Carts must be fully (100%) warranted against defects in materials and workmanship for a minimum period of ten (10) years from the date of delivery and be transferrable to the City at the expiration of this Agreement.</li> <li>• The warranty must be unconditional and non-prorated providing the city with assurance of full Roll Cart replacement. The warranty must survive the termination of any contract for the manufacture and/or assembly and distribution of the Roll Carts.</li> <li>• Warranty is understood to include the following coverage: <ul style="list-style-type: none"> <li>○ Failure of the lid to prevent rainwater from entering the Roll Cart when the lid is closed on the body.</li> <li>○ Damage to the body, the lid, or any component parts through opening or closing the lid.</li> <li>○ Failure of the lid hinge to remain fully functional and continually hold lid in the originally-designed and intended positions when either opened or closed.</li> <li>○ Failure of the body and lid to maintain its original shape.</li> <li>○ Wear through of Roll Cart bottom so that it leaks liquid.</li> <li>○ Failure of the wheels to provide continuous, easy mobility, as originally designed.</li> <li>○ Failure of any part to conform to minimum standards as specified.</li> </ul> </li> </ul>
<b>Asset Management</b>	<ul style="list-style-type: none"> <li>• A manufacturing database must be maintained that includes each Roll Cart’s RFID tag identification, serial number, date of manufacture, location of manufacturer, Roll Cart type, color, and size.</li> <li>• The manufacturing data must be associated with the address to which each Roll Cart is assigned.</li> <li>• The asset management database shall be maintained throughout the term of this Agreement and shall be accessible to City upon request.</li> <li>• At the termination of this Agreement the asset management database shall be transmitted to the City in an acceptable format.</li> </ul>

**ATTACHMENT H – TECHNICAL SPECIFICATIONS FOR RFID TAGS FOR COMMERCIAL APPLICATION**

Following are minimum requirements for the RFID tags required to be placed on all commercial collection containers used for Commercial Collection Service within the scope of this Agreement.

<b>Technical Specs</b>	<ul style="list-style-type: none"> <li>• RFID tags must be passive UHF with an optimal operating frequency of 860 – 960 MHz</li> <li>• Read range: 6 foot minimum</li> <li>• Protocol: EPC Class 1 Gen 2</li> </ul>
<b>Environmental Specs</b>	<ul style="list-style-type: none"> <li>• RFID tags must have an optimal operating temperature of -40°F to +149°F</li> <li>• Waterproof</li> <li>• Chemical resistant appropriate for Solid Waste and Recyclables collection application</li> <li>• Mechanical resistant appropriate for Solid Waste and Recyclables collection application</li> </ul>
<b>Mounting Specs</b>	<ul style="list-style-type: none"> <li>• Encapsulated tag designed for mounting</li> <li>• Mounting surfaces: Metal, plastic, etc.</li> </ul>
<b>Memory Requirement</b>	<ul style="list-style-type: none"> <li>• EPC 96 bits; User 512 bits; TID 64 bits. EPC and User memory reprogrammable, TID is locked at point of manufacturer</li> </ul>

*Note: Final Agreement terms and conditions will be modified based upon service selected by City.*

**ATTACHMENT I – SUSTAINABILITY REPORT FORMAT REQUIREMENT**

Dates	Average MPG of Vehicles Servicing HB	Miles Driven related to HB Waste/Recycling	Tonnage of Solid Waste	Tonnage of Recycling	Tonnage of Yard Waste	Tonnage of Bulk Waste	Number of Participants in HHW E-Waste Recycling Event
October							
November							
December							
January							
February							
March							
April							
May							
June							
July							
August							
September							

*Note: Final Agreement terms and conditions will be modified based upon service selected by City.*