

**ORDINANCE NO. 2016-22**

**CITY OF POMPANO BEACH  
Broward County, Florida**

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

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

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

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

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

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

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

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 13th day of October, 2015.

**PASSED SECOND READING** this 27th day of October, 2015.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

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

0743

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

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**THIS ADDENDUM** is made and entered this 2nd day of November 2015, by and between the **CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and **WASTE MANAGEMENT INC. OF FLORIDA**, hereinafter referred to as the "CONTRACTOR."

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

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

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

**WITNESSETH:**

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

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

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

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

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

**"CITY":**

Witnesses:

Shelley R. Bartholomew  
Sandra M. Morley

**CITY OF POMPANO BEACH**

By:

Lamar Fisher  
LAMAR FISHER, MAYOR

By:

Dennis W. Beach  
DENNIS W. BEACH, CITY MANAGER

Attest:

Asceletha Hammond  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

Mark E. Berman  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2nd day of November, 2015, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron  
(Name of Acknowledger Typed, Printed or Stamped)


Commission Number

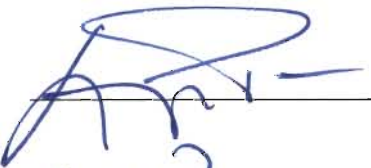
**"CONTRACTOR":**

Witnesses:

**WASTE MANAGEMENT INC. OF FLORIDA**  
a Florida corporation

  
\_\_\_\_\_  
Print Name Ronald Kapleen

By:   
\_\_\_\_\_  
Tim Hawkins  
Typed or Printed Name

  
\_\_\_\_\_  
Print Name Luigi Pace

Title: President  
\_\_\_\_\_  
(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

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

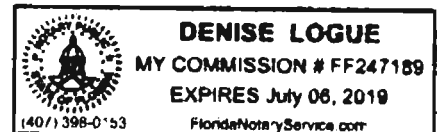
NOTARY'S SEAL:

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

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





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

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## AGREEMENT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

### ARTICLE 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

**Construction and Demolition (C&D) Debris** as provided in Florida Statute §403.703(6), or as may be amended in the future, shall mean discarded materials

generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause the resulting mixture to be classified as other than construction and demolition debris. The term also includes:

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

**Contract Documents** shall mean this Agreement and any attachments.

**Day** shall mean one calendar day.

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

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

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

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

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

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

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

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

**Hazardous Waste** as provided in Florida Statute §403.703(13), or as may be amended in the future, shall mean solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed as a solid waste regulated by the State of Florida Department of Environmental Protection as a hazardous waste pursuant to Chapter 62-730, F.A.C. Hazardous Waste shall also mean, as defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, any substance designated pursuant to Section 311(b)(2)(A) of the Clean Water Act, any element designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act, solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity, any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262, and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act.

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

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

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

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

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

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

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

**Recovered Materials** as currently defined in Florida Statute § 403.703(24), or as may be amended in the future, or any other materials exempted by federal, state or county laws. Shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials as described in this subsection are not Solid Waste.

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 2. TERM

### 2.1. Effective and Commencement Dates

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

### 2.2. Term

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

## ARTICLE 3. EXCLUSIVE AND NON-EXCLUSIVE COLLECTION SERVICES

### 3.1. Exclusive Services

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

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

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

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

#### **ARTICLE 4. TRANSITION OF COLLECTION SERVICES**

##### **4.1. Transition Prior to Commencement of Collection Service**

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

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

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

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



#### 4.2. Transition Prior to the Expiration of Collection Service

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

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

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

### **ARTICLE 5. RESIDENTIAL COLLECTION**

#### 5.1. Service Requests

- 5.1.1. All Residential Customers will initiate or terminate service directly with the City. The City will electronically transmit, in a form developed by the Franchise Collector and approved by the City, a routine service request to Franchise Collector on a daily basis, or as necessary. Franchise Collector shall start or terminate service on the next scheduled collection day following notification by the City. Franchise Collector shall not initiate or terminate service to a Residential Customer without notification from the City.
- 5.1.2. Franchise Collector shall be paid the full monthly collection rate for any new Residential Customer of which the Franchise Collector is notified

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

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

- 5.2.3.2. Yard Waste shall be placed into the provided Solid Waste Roll Cart, unless the materials are of a size or quantity that would make it impractical to do so; then the materials shall be placed out for regular weekly bulk waste collection.
  - 5.2.3.3. Franchise Collector shall be responsible for the collection of any white goods placed at the curb along with the Bulk Waste. White goods must be generated by the residential customer. Any appliance that contains Freon gas shall be certified and verified that all Freon gas has been removed prior to collection.
  - 5.2.4. Residential Disposal True-up - Disposal costs for Residential Curbside units (single family, duplex, triplex, trailer pads and multifamily with curbside service) for garbage and (single family, duplex, triplex) for bulk waste are included in the Residential Curbside unit rate and Franchise Collector will receive payment from the City for same on a monthly basis. At the commencement of services under the Franchise Collection Agreement, annual residential curbside garbage and bulk tonnage will be established at 48,945.87 tons per year ("Residential Curbside Base Tons"). At the end of each fiscal year the City will calculate the actual cost of disposal for Residential Curbside units for garbage and bulk waste. Should the actual tonnage disposed at the Designated Facility be less than the Residential Curbside Base Tons, the Franchise Collector shall pay to the City the difference between the actual tons disposed for Residential Curbside units for garbage and bulk waste and the Residential Curbside Base Tons at the appropriate per ton disposal fee. If the actual tonnage disposed is more than the Residential Curbside Base Tons, there shall be no adjustment nor charge to the City and no reimbursement to the Franchise Collector. The disposal fee at the Designated Facility is adjusted annually effective October 1<sup>st</sup>. Residential Curbside Base Tons will be adjusted effective the same date by adding or deleting, as the case may be, new units that received certificates of occupancy and were subject to demolition permits. It is agreed that each single family, duplex or triplex unit generates 2.30 tons of garbage and bulk per year and multifamily curbside generates 1.16 tons of garbage per year.
- 5.3. In-Ground Container Collection
- Franchise Collector shall assist the City in determining an appropriate alternative collection solution to transition from in-ground waste receptacles. During the transition, the Franchise Collector shall provide Collection Service for in-ground containers at no additional charge. Final collection solution for residents will be to utilize Roll Cart based on option implemented.
- 5.4. Side-Door/Back-Door Service
- 5.4.1. The Franchise Collector shall provide complementary side-door/back-door service for disabled Persons, approved and specified by the City, at no additional cost to the City or customer. The point of collection for side-door/back-door service shall be the customer's side yard, back yard, or

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

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

## 5.5. Procedures for Non-Collection

- 5.5.1. In the event that the Solid Waste placed out for collection does not comply with set out and collection requirements pursuant to this Agreement or City Code, the Franchise Collector is not required to collect it. If the Franchise Collector elects to not collect such materials, a non-collection notice shall be placed on the Roll Cart or non-conforming materials explaining why collection was not made.
- 5.5.2. In the event that Program Recyclables are contaminated through commingling with materials that are not a Program Recyclables, the Franchise Collector shall, if practical, collect the Program Recyclables and leave material that is not Program Recyclables in the Roll Cart along with a non-collection notice explaining why not all materials were collected. However, in the event that the Program Recyclables and materials that are not Program Recyclables are commingled to the extent that they cannot easily be separated by the Franchise Collector, or the nature of the non-Program Recyclables render the entire Roll Cart contaminated, the Franchise Collector shall leave all the materials along with a non-collection notice explaining why collection was not made.
- 5.5.3. Franchise Collector shall develop and produce non-collection notices. The design and content of non-collection notices must be approved by the City.

## 5.6. Missed Collections

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

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

5.7. Franchise Collector

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

5.8. Residential Drop-off Station

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

**ARTICLE 6. MULTI-FAMILY COLLECTION****6.1. Service Requests**

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

**6.2. Multi-Family Collection Service**

- 6.2.1. Residential Cart service: The same provisions as provided in Articles 5.2, (with the exception of Article 5.2.3), 5.3, 5.4, 5.5, and 5.6 shall apply as it pertains to Multi-Family services. Materials collected from Multi-Family Customers with residential cart service may be mixed with materials collected with Residential Collection Service. Materials collected from Multi-Family Customers must not be mixed with materials collected with Commercial Collection Service Containerized service: If commercial-type service is desired, the same provisions as provided in Article 7.2 shall apply. Materials collected from Multi-Family Customers with containerized service may be mixed with materials collected with Commercial Collection Service.
- 6.2.2. The minimum Collection Frequency for Multi-Family Solid Waste, via cart and/or containerized service shall be twice per week. The Multi-Family Customer and Franchise Collector shall mutually agree on the types, number, size, and placement, and Collection Frequency of containers. However, the size of the container and the Collection Frequency shall be sufficient to ensure that no Solid Waste is placed outside the container, falls out of the container, or becomes a nuisance situation for the general public or other commercial entities and must meet the requirements of the City Ordinance. If applicable, the Residential Customer or Collector desires to change the level of service and where mutual agreement is not reached, the Division Manager shall determine the requirements in order to meet City ordinance. On such occasions, services shall not be changed until such time that they are approved by the Division Manager.

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

## **ARTICLE 7. COMMERCIAL COLLECTION**

### **7.1. Service Requests**

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

### **7.2. Commercial Collection Service**

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

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

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

## **ARTICLE 8. CONTAINERS**

### **8.1. Residential and Multi-Family Roll Carts**

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



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

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

## **ARTICLE 9. HOURS AND HOLIDAYS**

### **9.1. Hours and Days of Collection**

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

## 9.2. Holidays

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

## ARTICLE 10. DESIGNATED FACILITIES

### 10.1. Current Designated Facilities

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

Solid Waste

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

Program Recyclables

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

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

### 10.2. Change in Facility Location

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

## ARTICLE 11. GENERAL COLLECTION

### 11.1. Restrictions on Collection of Mixed Loads

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

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

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

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

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

## 11.2. Customer Service and Service Verification Management System

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

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

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

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

## 11.3. Manner of Collection

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

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

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

#### 11.5. Spillage and Littering

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

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

#### 11.6. Contingency Plan

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

### **ARTICLE 12. FRANCHISE COLLECTOR'S RESPONSIBILITY**

#### 12.1. Relationship with the City

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

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

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

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

## 12.2. Personnel

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

## 12.3. Employee Training and Licenses

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

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

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

#### 12.4. Franchise Collector's Safety Program

- 12.4.1. The Franchise Collector shall develop, implement, and maintain a safety plan for all of its operations under this Agreement. The safety plan shall comply with the requirements in ANSI standards for Solid Waste collections operations and equipment, OSHA, and all other Applicable Law. The Franchise Collector shall comply with its safety plan at all times. Upon request, a copy of the safety plan shall be provided to the Division Manager, or designee.
- 12.4.2. The Franchise Collector shall appoint an employee who is qualified and authorized, as defined by ANSI and OSHA, to supervise and enforce safety compliance.
- 12.4.3. The Franchise Collector shall provide routine safety training to all of its employees, in compliance with ANSI, OSHA, and all other Applicable Law. Documentation of the Franchise Collector's training programs, and the successful training of each employee, shall be maintained on file and shall be provided to the Division Manager, or designee, upon request.
- 12.4.4. A written procedure shall be established for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance during the execution of this Agreement. Any injury sustained by a Franchise Collector employee while on the job, including OSHA recordable injuries, shall be reported to the Division Manager, or designee, immediately.

#### 12.5. Office & Call Center Requirements

- 12.5.1. The Franchise Collector shall maintain an office within Broward or Palm Beach County. Franchise Collector shall maintain a call center, which must have a Broward County phone number. The office and call center shall remain open for business from 8:00 a.m. to 5:00 p.m., Monday through Saturday Eastern Standard Time.
- 12.5.2. The Franchise Collector's office shall be equipped with adequate and appropriate personnel and equipment to receive, document, and respond to all inquiries, issues, and complaints in a timely manner. The Franchise Collector's office staff shall be familiar with the City and the Franchise Collector's obligations under this Agreement.
- 12.5.3. The Franchise Collector shall provide either an answering machine or voice mail service during non-office hours for customer calls. During office hours, these services must be monitored regularly, so that the

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

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

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

## 12.6. Customer Service Standards

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

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

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

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

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

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

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

## 12.7. Vehicle and Collection Equipment

### 12.7.1. General Requirements

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



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

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

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

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

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

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

#### 12.7.2. Ancillary Equipment in Franchise Collector's Vehicles

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

#### 12.7.3. Reserve Vehicles and Equipment

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

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

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

12.7.4. Maintenance and Cleaning

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

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

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

12.7.5. Vehicle Identification

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

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

## **ARTICLE 13. RECORD KEEPING AND REPORTING**

### **13.1. Record Keeping**

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

## 13.2. Reporting

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

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

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

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

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

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

## **ARTICLE 14. EDUCATION AND OUTREACH**

### **14.1. Responsibility**

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

#### 14.2. Residential Collection Service Requirements

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

#### 14.3. Multi-Family Collection Service Requirements

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

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

#### 14.4. Commercial Collection Service Requirements

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

### **ARTICLE 15. COMPENSATION AND PAYMENT**

#### 15.1. Collection Service Rates

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

#### 15.1.2. Annual Rate Adjustment

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

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

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

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

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

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

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

## 15.2. Billing and Payment

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

15.2.2. The Franchise Collector will be responsible for both hauling and applicable disposal and processing tip fees for Residential Solid Waste and Program Recyclables as per the Disposal Agreement. At its sole discretion, the City may remove the obligation for the Franchise Collector to directly pay for applicable disposal and processing tip fees for residential Solid Waste and Program Recyclables. This transition would occur with a minimum of a 60 day notice to the hauler. This disposal fee is adjusted annually effective October 1.

15.2.3. Multi-Family Collection Service

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

15.2.3.2. Commercial-type service: Franchise Collector shall direct bill and collect payment from all Multi-Family Customers receiving commercial-type service according to the provisions in Article 15.2.4.

15.2.4. Commercial Collection Service

15.2.4.1. Franchise Collector shall direct bill and collect payment from Commercial Customers for all Commercial Collection Services as per the terms of this agreement.

15.2.4.2. The Franchise Collector shall be responsible for the cost of disposal of all Solid Waste collected from Commercial Customers and delivered to Designated Facilities as per the Disposal Agreement. The amount of the billing shall be the weight of Solid Waste delivered times the tipping fee established by the City's Disposal Agreement.

15.2.4.3. Franchise Collector may choose to stop or terminate service when a Commercial Customer account is overdue. However, the City must be notified at least two weeks prior to the date that service will be stopped or terminated. In the event service is terminated, the Franchise Collector is authorized to remove any commercial containers or equipment belonging to the Franchise Collector.

15.2.5. At any time during the term of this agreement, the City reserves the right to move to an annual billing system as a result of collecting Residential and Multi-Family cart collection fees through the tax roll.

**15.2.6. Franchise Fees**

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

**ARTICLE 16. EMERGENCY SERVICES**

Franchise Collector shall attend the City's emergency management/disaster preparedness meetings, and shall provide the City with any materials that may be useful to the City's efforts, including, but not limited to, collection schedules, Routes, and security codes to private community gates. The Division Manager shall notify the Franchise Collector of the date, time and location of the meetings, and any necessary materials to be provided by the Franchise Collector.

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

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



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

## **ARTICLE 17. BONDS**

### **17.1. Performance Bond**

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

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

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

### **17.2. Payment Bond Disposal**

Not applicable under the terms of this agreement.

### **17.3. Liquidated Damages**

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

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

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

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

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

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

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

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

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

## ARTICLE 18. INSURANCE

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

The following insurance coverage shall be required.

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

LIABILITY	LIMITS		OF
	each occurrence	aggregate	
Type of Insurance			

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

\* Policy to be written on a claims incurred basis

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

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

**REAL & PERSONAL PROPERTY**

       comprehensive form                      Consultant must show proof they have this coverage.

**EXCESS LIABILITY**

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

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

**ARTICLE 19. OTHER TERMS AND CONDITIONS****19.1. Hold Harmless and Indemnification**

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract. The Franchise Collector covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, volunteers, representatives, elected and appointed officials and employees from any claim, loss, damage, cost, charge or expense arising out of any wrongful act, improper action, neglect or omission by the Franchise Collector, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, including any action instituted against the City by 3<sup>rd</sup> parties based upon this Franchise Agreement, except that neither the Franchise Collector nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees. Franchise Collector releases and discharges City from any claim, demand, and cause of action arising out of or in

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

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

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

19.2. Retention of Records and Right to Access

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

19.3. No Discrimination

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

19.4. Independent Contractor

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

19.5. Assignment of Agreement

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

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

19.6. Waiver

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

19.7. Survivorship Rights

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

19.8. Termination

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

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

19.9. Manner of Performance

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

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

#### 19.10. Standard Provisions

##### a. Governing Law

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

##### b. Patent Fees, Royalties, And Licenses

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

##### c. Permits

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

##### d. Familiarity With Laws

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

##### e. Force Majeure.

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



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

f. Invoicing/Payment

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

g. Disagreements

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

h. Public Records

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

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

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

## **ARTICLE 20. EXHIBITS**

Exhibit 1: Financial Proposal Forms

Exhibit 2: Technical Specifications for Roll Carts

Exhibit 3: Value Added Services

## **ENTIRETY OF CONTRACTUAL AGREEMENT**

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

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

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

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**Shelley R. Bartholomew

By:

Lamar Fisher  
LAMAR FISHER, MAYORSandra M. Moroney

By:

Dennis W. Beach  
DENNIS W. BEACH,  
CITY MANAGER

Attest:

Ascelita Hammond  
ASCELETA HAMMOND, CITY CLERK

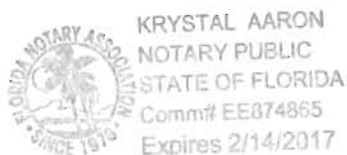
(SEAL)

Approved As To Form:

Mark E. Berman  
MARK E. BERMAN, CITY ATTORNEYSTATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2nd day of November, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

Krystal Aaron  
NOTARY PUBLIC, STATE OF FLORIDAKrystal Aaron  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

**"CONTRACTOR":**

Witnesses:  
**FLORIDA**

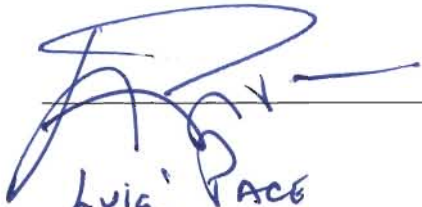
**WASTE MANAGEMENT INC. OF**

a Florida corporation

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

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

Tim Hawkins  
\_\_\_\_\_  
Typed or Printed Name

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

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

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

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

NOTARY'S SEAL:

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number \_\_\_\_\_



# EXHIBIT 1

## Financial Proposal Forms

		RESIDENTIAL AUTOMATED CURBSIDE CART SERVICE					
		Single Family, Duplex & Triplex	Trailer Pad		Multi- Dwelling	Backdoor Service (Optional)	
Monthly Rate		\$17.32	\$13.65		\$13.16	\$10.00	
MULTIFAMILY RESIDENTIAL CONTAINERIZED (NON-COMPACTED)							
	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	7x Week
1 cu yds	N/A	\$114.97	\$172.46	\$229.97	\$287.45	\$344.93	\$402.43
2 cu yds	N/A	\$157.86	\$236.76	\$315.68	\$394.61	\$473.54	\$552.46
3 cu yds	N/A	\$200.71	\$301.07	\$401.42	\$501.77	\$602.12	\$702.48
4 cu yds	N/A	\$243.57	\$365.37	\$487.15	\$608.94	\$730.73	\$852.51
6 cu yds	N/A	\$294.65	\$441.96	\$589.28	\$736.60	\$783.92	\$1,031.25
8 cu yds	N/A	\$345.71	\$518.56	\$691.41	\$864.27	\$1,037.12	\$1,209.97

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

<b>ANCILLARY SERVICES – RESIDENTIAL &amp; COMMERCIAL CONTAINERIZED</b>				
Container Rollout (per service)	Casters (per month, per container)	Special Pickup (per cu yard)	Locking (per month, per container)	Ticketed Service (per cu yard)*
\$10.00	\$6.25	\$15.00	\$10.00	\$3.00

\*Ticketed service is a surcharge amount for requesting on-call ticketed service and is billed in addition to standard monthly collection and disposal charges.

### COMMERCIAL CART SERVICE (TWICE PER WEEK)

	1 – 96 gal Cart	2 – 96 gal Cart	3 – 96 gal Cart	4 – 96 gal Cart
Monthly Rate	\$76.24	\$114.48	\$151.72	\$189.96

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

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

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

## EXHIBIT 2

### Technical Specifications for Roll Carts

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

<b>Construction and Design</b>	<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>
<b>Size (Capacity)</b>	<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>
<b>Materials</b>	<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 15% 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>
<b>Body</b>	<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 inches for injected molded carts. For carts manufactured through a rotational molding process, wall thickness must have a minimum nominal wall thickness of .172" throughout the cart.</li> <li>• The body of the Roll Cart must be designed with a drag rail on the container</li> </ul>

	<p>bottom and reinforced in the area that contacts the ground with a molded-in bottom wear strip.</p> <ul style="list-style-type: none"> <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 the material out of the container.</li> </ul>
<b>Lid</b>	<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> <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 art.</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 inches in diameter.</li> <li>Each Roll Cart shall be furnished with a minimum 5/8 inch diameter axle with a corrosion-resistant coating that must be securely attached to the body by molded axle retainers.</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 and Recycling Roll Cart shall be in such a way that is easily distinguishable.</li> <li>The City must approve.</li> </ul>
<b>Markings</b>	<ul style="list-style-type: none"> <li>Sequential serial numbers must be molded, branded, or hot stamped into the</li> </ul>



	<p>front of the body with white color.</p> <ul style="list-style-type: none"> <li>• The City of Pompano Beach logo and Recycling logo must be clearly molded, inscribed, or hot-stamped into both sides of the body with the following working in 1 inch lettering on the lid: <ul style="list-style-type: none"> <li>○ Instructions for which side of the Roll Cart must face the street for collection</li> <li>○ Recycling Roll Cart lids must include program instructions.</li> <li>○ Any other ANSI and regulatory labeling required.</li> </ul> </li> <li>• The City must approve all markings.</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.</li> <li>• The warranty must be unconditional and non-prorated with assurance of full Roll Cart replacement. The warranty must survive the termination of any contract for the manufacture and/or assembly and distribution of the Roll Carts.</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>

## Exhibit 3

# Waste Management Value Added Partnership

### **High School Scholarship Program**

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

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

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

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

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

### **Big Belly Solar Compactors:**

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

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

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

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

**Cartridges for Kids (CFK) Recycling:**

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

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

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

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

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