

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 15-068

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING AN AGREEMENT WITH SEVERN TRENT ENVIRONMENTAL SERVICES, INC. FOR WATER METER READING SERVICES, PROVIDING FOR AN INITIAL TERM OF ONE YEAR; PROVIDING FOR ANNUAL RENEWAL FOR ONE YEAR TERMS WITHOUT FURTHER COMMISSION ACTION; PROVIDING FOR TERMINATION.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida, hereby approves an Agreement with Severn Trent Environmental Services, Inc., for water meter reading services, for an initial one year term, and providing for termination upon thirty (30) days written notice by the City of Margate.

SECTION 2: That the Administration is hereby authorized to renew this Agreement, for additional one (1) year terms, without further Commission action.

SECTION 3: That the Mayor and City Manager are hereby authorized and directed to execute said Agreement on behalf of the City of Margate, a copy of which is attached and made a part of this Resolution.

SECTION 4: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 8th day of JULY, 2015.

ATTEST:


JOSEPH J. KAVANAGH
CITY CLERK


MAYOR JOANNE SIMONE

RESOLUTION NO. 15- 068

RECORD OF VOTE

Peerman	<u>Yes</u>
Talerico	<u>Yes</u>
Bryan	<u>Yes</u>
Ruzzano	<u>Yes</u>
Simone	<u>Yes</u>

Meter Reading Services Agreement

This AGREEMENT, made and entered into this 8th day of July, 2015, by and between SEVERN TRENT ENVIRONMENTAL SERVICES, INC., a Texas Corporation with offices located at 4837 Swift Road, Suite 100, Sarasota, Florida 34231 (hereinafter called "STES"), and the City of Margate (hereinafter called "the CITY"), with its principal place of business located at 5790 Margate Boulevard, Margate, FL 33063.

WHEREAS, the CITY provides utility services to its customers located in the CITY and its surrounding areas, and as a necessary part of its operations, reads water meters; and

WHEREAS, the CITY desires the reading and monitoring of water meters to be performed by a meter reading contractor; and

WHEREAS, in response to the CITY's inquiries, STES represents that it has substantial experience in performing timely and accurate meter reading services, it is capable of providing the services described by the CITY and it is qualified to do business in the State of Florida.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed that STES, as an independent contractor, is hereby engaged, authorized and instructed by the CITY to perform the services described herein and the CITY agrees to pay and STES agrees to accept payments as specified herein as compensation therefore.

1.0 RECITALS AND TERM OF AGREEMENT

- 1.1 The above recitals are true and correct and are incorporated herein by this reference. This AGREEMENT shall commence on the 1st day of September, 2015 and end the 30th day of September 2016. However, by mutual consent of the City and STES, the contract may be extended for additional one (1) year periods providing both parties agree thereto in writing; and all terms, conditions and specifications remain the same.
- 1.2 This AGREEMENT may be terminated by the CITY for cause or without cause upon thirty (30) days written notice provided to STES. This Agreement may be terminated by STES without cause upon one-hundred twenty (120) days written notice to City. Upon receipt by either party of such written notice of termination, STES shall complete any work assignments, which are incomplete at the time STES receives notice of termination; in accordance with the terms of the AGREEMENT, and shall thereafter immediately cease providing the services contemplated by this AGREEMENT.
- 1.3 Either party has the right to terminate this AGREEMENT if the other party becomes insolvent, is the subject of or participates in an assignment of assets of the benefit of creditors, or if either files or becomes the subject of an involuntary petition for bankruptcy.
- 1.4 Any work assignments, which are incomplete at the expiration of the AGREEMENT, shall be complete by STES in accordance with the terms of this AGREEMENT, if requested by the CITY; STES shall receive payment for work it performs after expiration of the AGREEMENT in accordance with Section 9 herein.
- 1.5 The parties shall not assign any interest in this AGREEMENT without the prior written consent of the other.

2.0 SCOPE OF SERVICES PROVIDED AND RESPONSIBILITIES OF PARTIES

2.1 During the term of this AGREEMENT, STES will furnish all supervision, labor, tools, equipment, permits, licenses, fees, taxes, services and transportation necessary for the timely and accurate reading of meters which are assigned by the CITY's authorized representative. STES shall keep the equipment in good operating condition and has the sole responsibility for the selection of any equipment, unless supplied by the CITY. STES also has the sole responsibility for examining, testing, or inspecting any equipment used by STES for the equipment's suitability, condition, or for any other reason.

2.2 STES shall read the CITY's meters assigned to STES by the City's authorized representative. Reading shall be accurate with an allowable error ratio of two (2) errors per 1,000 meters read. Meter reading errors resulting from errors in reading by STES will be charged back to STES or offset by the CITY in accordance with the following schedule:

<u>Number of Errors</u>	<u>Charge to Contractor</u>
0 to two (2) per 1,000 meters read	None
More than two (2) but less than five (5) meters read	\$5.00 per error
Five (5) or more errors per 1,000 meters read	\$10.00 per error

An error is when a meter reading has been obtained by STES and it is believed that the reading is in error and STES is given the opportunity to perform a re-read of the meter and either fails to obtain the re-read or obtains a re-read and the reread is determined to be incorrect. A "skipped" route or cycle occurs when the CITY directs at their sole discretion that an entire route or cycle be estimated to stay within the normal reading pattern. These skipped routes or cycles will not be counted as an error.

2.3 STES shall submit to the CITY, on a daily basis, full reports with meter reading codes, and any incidents that may be connected with meter reading performance and the distribution of water. The format for reporting shall be approved in writing by the CITY and STES. STES agrees that appropriate use of meter reader entered codes is critical to CITY's utility billing operations, and that this is a required part of the meter reading function. STES further agrees that inappropriate or inaccurate use of meter reader entered codes is unacceptable and that inaccurate meter reader entered codes that result in estimated customer utility bills will be back charged to STES or offset by the CITY at the rate of \$5.00 per inaccurately entered code.

2.4 STES shall be responsible for the routine cleaning of the meters and the meter boxes, and ensuring that accessibility to the meter is not hampered by grass, sand, and/or debris. STES agrees that it is unacceptable for meter box covers and/or meter caps to be left open or not properly seated or closed, and will take reasonable measures to ensure that these conditions are not caused by STES or STES's employees. All mechanical repairs to the meter boxes will be the responsibility of the CITY and STES's employees will not attempt a repair of any kind.

2.5 STES shall report, within one business day of discovery, all defective meter boxes, lids and meters to the CITY in order that the required repairs may be scheduled.

STES shall promptly notify the CITY of any hazardous or irregular situations observed on the CITY's water system, including but not limited to suspected meter tampering, equipment or facility malfunctions, or actual or potential safety problems. As part of its regular monthly reading STES will look for and notify the CITY, within one business day, of any hazardous or irregular situations observed on the CITY water system, including, without limitation, meter tampering, cut or deteriorated meter seals, equipment or facility malfunctions, and actual or potential safety problems, such as broken meter hoods and loose meter covers. STES, with CITY assistance, shall train its meter readers in appropriate methods of discovering the improper diversion of water. STES employees or agents shall diligently undertake to observe conditions or circumstances that may indicate the receipt of water without proper metering and notify the CITY. Neither STES, nor any of its employees or agents, shall disclose to any person information provided by the CITY concerning methods of water diversion or theft. Reporting format shall be approved by the CITY.

Notwithstanding any requirement imposed by this subsection, STES shall not be liable for any damages, fines, or penalties, either directly to City or as an indemnitor, for any failure to provide notification in accordance with this subsection.

- 2.6 STES shall be responsible for the timely collection and delivery of the hand-held electronic meter reading devices that are essential to the meter reading process. The handheld electronic meter reading devices will be picked up at and returned to City Hall for the City of Margate, located at 5790 Margate Boulevard, Margate, FL 33063.
- 2.7 STES is prohibited from tampering with, altering or adjusting the hand-held reading devices and associated equipment. STES shall be responsible for the proper care and safeguarding of any equipment provided by the CITY. STES will be held financially responsible for any damage or loss to the hand-held equipment due to negligence or abuse of its employees. STES shall promptly pay for any lost or damaged equipment or the CITY may, at its option deduct and set off such amounts from sums otherwise due STES.
- 2.8 Failure by STES to complete all scheduled meter readings within the allotted time for each billing cycle will result in a charge back to the contractor in the amount of \$100.00 for each additional day required to complete the work.
- 2.9 STES must furnish trained personnel, who have had a criminal background check completed and any necessary screening and testing to comply with the State of Florida Drug-Free Workplace requirements necessary to complete the work, and is solely responsible for insuring that its employees have the necessary skill, knowledge, training, and experience to perform meter reading accurately and safely so as not to injure or endanger the CITY, its employees, or any third party. STES is solely responsible for informing and training its employees of the dangers resulting from contacting or coming in close proximity to energized electric wiring or equipment while performing the work required by this AGREEMENT. Training material and methods are subject to approval by the CITY. Prior to initiation of work under this contract, STES will provide the CITY with a detailed training plan and commitment to appropriate employee training. STES shall notify the CITY in advance of training, specifying the time and location of training so that it can be monitored.

- 2.10 STES is an independent contractor and will provide full time supervision of all Personnel. Responsibilities include but are not limited to arranging for work assignments and follow-up monitoring of meter readers in the field. STES's Supervisor will be responsible for resolving customer complaints as such complaints pertain to the meter readers. Failure to satisfactorily resolve these customer complaints within two (2) working days will result in a charge back to STES in the amount of \$25.00 for each incident, unless the CITY gives prior approval for the delay.
- 2.11 The CITY will be responsible for performing the routine maintenance and repair of the hand- held electronic meter reading devices through its selected vendor. The CITY will furnish the necessary number of hand-held electronic meter reading devices (up to 3) to enable STES to perform its function under this AGREEMENT. This number may increase, as mutually agreed upon between both parties. The hand-held electronic meter reading devices are the sole property of the CITY.
- 2.12 The CITY will provide the meter reading schedule and STES shall maintain this schedule in order to maintain the billing cycle. The reading schedule may be adjusted at the CITY's discretion with a minimum notice to STES of ten (10) working days. STES will make reasonable effort to meet CITY requested changes within currently budgeted staffing.
- 2.13 The CITY will be responsible for the unloading and downloading of the hand-held electronic meter reading devices. Any routes not completed the previous day will be re-issued by the CITY.
- 2.14 The CITY's representative will assign all meter reading routes and meter reading work to STES, and STES shall have the exclusive right to perform meter reading services for the CITY so long as this AGREEMENT is in effect. The CITY reserves the right to perform rereads and related customer service work.
- 2.15 Work will be assigned by STES to its meter reading personnel. A STES representative shall notify the CITY of any reason why a meter reader will not be reading the assigned routes for a scheduled read day.
- 2.16 The CITY has responsibility for obtaining all necessary rights of access and meter reading privileges required for the accurate and timely reading of meters. However, meter readers may resolve access to a premise, while on location, by obtaining a key, a combination to a lock or door, or by other means agreeable to the customer.
- 2.17 Where access to meters is restricted by agreement between the CITY and their customers, the CITY will provide STES keys or key codes to permit access as necessary. It shall be STES's responsibility to obtain keys when it's aware that such keys are necessary. STES shall insure that restricted access areas are secured and shall immediately report to the CITY any loss of keys or breach of such security. All keys will be retained by the CITY and STES will be responsible for the loss of keys or for a breach of security. In the event of a loss of key(s) or breach of security, STES agrees to hold harmless and fully indemnify the CITY for any damages, loss, judgment claim or penalty and expenses and costs, including attorney fees incurred.
- 2.18 The CITY shall use best efforts to maintain current information in its customer service database that has historically been supplied to meter readers which may

include route notes to alert meter readers of special field conditions, the location of the meters in areas where meter readers will be reading meters, customers' telephone numbers to assist STES in obtaining access to confined meters, and/or the location of and/or existence of obstacles in obtaining a reading. This information will be provided to STES in meter reading route data.

- 2.19 Assigned meter reading routes will be completed Monday through Thursday between 7:00 a.m. and 5:00 p.m. Any exceptions to these times must have prior approval by the CITY's authorized representative. Exceptions to the above hours, including holidays, Fridays, Saturdays, and Sundays, must have prior approval of the City. For purposes of this contract, until notified otherwise, holidays will include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day.
- 2.20 STES shall be responsible for sealing demand meters monthly. Seals and procedural instructions shall be furnished by the CITY. STES management staff shall be responsible for maintaining an accountability of seals. Demand meters that are not properly sealed (i.e. the wrong color seal or seal not properly fastened) will result in a charge to STES of \$5.00 per seal."

3.0 PERSONNEL

- 3.1 STES is solely responsible for insuring that its employees have the necessary skill, knowledge, training and experience to perform meter reading accurately and safely so as not to injure or endanger the CITY, its employees, or any third party. STES shall also be solely responsible to furnish STES employees with competent supervision and safe, sufficient, and adequate tools and equipment, so that this agreement may be performed in a safe and efficient manner.
- 3.2 As required by law, STES will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or physical handicap.
- 3.3 STES shall observe all applicable safety rules, laws, regulations and methods applicable to its operations, including OSHA, Florida Department of Transportation, and Florida Department of Agriculture requirements. STES shall observe all applicable safety rules including without limitation the provisions of the National Electrical Safety Code, laws, regulations and methods to prevent injury to STES's employees, agents, or subcontracts or other persons and to prevent damage to the property of the CITY or third parties including the public. STES will pay all taxes imposed upon the wages of its employees and provide Worker's Compensation and other benefits as required by law.
- 3.4 Transportation for STES meter readers will be provided by STES and/or its employees. Vehicles will be identified as meter reading vehicles.
- 3.5 STES employees shall wear a STES meter reading, uniform for purposes of identification. All uniforms will be maintained in a neat and clean condition at all times, and torn, worn or soiled uniforms shall not be worn while performing responsibilities under this AGREEMENT. In addition, all STES employees will carry with them identification, identifying them as authorized employees of STES.

- 3.6 STES shall have a reporting location at which equipment will be stored and from which meter readers may be dispatched. This may be made available by the CITY, or at an off-site location in close proximity.

4.0 PERFORMANCE

- 4.1 STES alone is responsible for the standard and quality of work performed by its employees or agents under this AGREEMENT.
- 4.2 Any right of inspection granted to the CITY does not grant or imply the right to control the method or manner in which the work shall be performed. Under no circumstances shall any of STES employees or agents be considered employees or agents of the CITY for any purpose whatsoever.
- 4.3 The CITY'S authorized representative shall have access to and be permitted to observe, inspect and review, during normal working hours, all work performed under this AGREEMENT. The CITY's authorized representative shall also be permitted to observe, inspect and review STES records related to the performance of the AGREEMENT. STES agrees to direct all communications required to perform this AGREEMENT only to the CITY's authorized representative.
- 4.4 The CITY will evaluate monthly STES meter reading performance. The following performance standards will apply after three (3) billing cycles, which is normally ninety (90) days, or three (3) months:
- A. Number of misreads (errors): Billed misreads (errors) may not exceed two (2) per one thousand (1,000) meters. Provided however that STES is to have the opportunity to correct misreads prior to billing if STES so desires in accordance with Section 2.2
 - B. Number of can't reads: Chargeable can't reads may not exceed three (3) per one thousand (1,000) meters. Chargeable means that there is no reason or condition that should have prevented STES from obtaining a reading, excepting that STES will not be penalized in accordance with Section 2.2 where an entire route or cycle is "skipped" at the sole discretion of the City and the CITY estimates the route or cycle to stay within the normal reading pattern.
 - C. All meters must be "read" or "can't read". "Skips" are not permissible except as detailed in Section 2.2.
- 4.5 The CITY shall provide STES, by the tenth day of each month, for the prior month, any reports detailing meter reading misreads, can't reads and skips.
- 4.6 The CITY shall be responsible for performing the following functions to assist STES in obtaining meter readings:

- a. Enforce the current CITY codes to allow safe access to meters and unsafe conditions,
- b. Add or update meter locations to the routes in a timely manner. Ensure that routes are in properly sequenced based upon STES' instructions,
- c. Replace or label meters without a meter number in a timely manner. Update meter numbers in the billing system when a new meter has been installed and remove the old meter/account from the system,
- d. Timely completion of work orders such as damaged meters, hard to read meters, etc.,
- e. Provide monthly route times report for each route,
- f. If CITY provided equipment fails (meter reading handheld device, auto gun/wand), a replacement must be provided in a timely manner to avoid delays with the read schedule,
- g. Provide monthly billing numbers by the 10th of every month for the preceding month,
- h. Where CITY provides office space, it must be of adequate size to accommodate the meter reading staff, and
- i. Provide a monthly read schedule outlining when each cycle/route must be completed by the 10th day of the preceding month.

5.0 CONFIDENTIALITY

- 5.1 STES will not at any time, in any fashion, form, or manner, either directly or indirectly divulge, disclose or communicate to any person, firm or corporation, in any manner whatsoever, any confidential information of any kind, nature, or description concerning any matters effecting or relating to the business of the CITY, its manner or operation, or its plans, processes, or other data of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material or important. None of the restrictions stated in this paragraph shall apply to information available to the general public or to testimony, records, documents, information or material which are required to be disclosed pursuant to law; disclosures to and communication with third parties which are necessary to perform the work required by this AGREEMENT. Notwithstanding the provisions of this paragraph, STES may list the CITY as a STES customer and provide a general description and magnitude of services for purposes of business

6.0 USES AND OWNERSHIP

- 6.1 Unless stated differently herein, all materials, reports and documents directly related to the services provided shall be the property of the CITY and STES shall treat such as confidential and shall not use such except on CITY's behalf. Any computer programs developed or purchased by STES for use in execution of the services required by this AGREEMENT shall remain the property of STES. Upon written request by the CITY, STES shall provide the public with access during normal business hours to all materials, reports and documents directly related to the performance of this AGREEMENT so as to assist the CITY in compliance with Chapter 119, Florida Statutes.

7.0 INDEMNIFICATION

- 7.1 STES shall assume liability for damage or loss resulting from wrongful acts or negligence of its employees, agents or subcontractors.
- 7.2 STES shall indemnify and save harmless the City from and against all claims, suits, actions, damages or causes of action arising during the term of this Agreement for any personal injury, loss of life, or damage to property sustained by reason or as a result of the negligence or willful misconduct of STES under this Agreement, or its agents, sub-contractors, employees, invitees, and all other persons, and from and against any orders, judgments, or decrees which may be entered thereto and from and against all costs, attorney fees, expenses and liabilities incurred in or by reasons of the defense of any such claim, suit, or action and the investigation thereof. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the City provided for in Section 768.28, Florida Statutes.

8.0 INSURANCE

- 8.1 STES shall at its own expense purchase and maintain during all times covered by this AGREEMENT, or any amendment hereto, and furnish to the CITY, prior to this Agreement being effective, Certificates of Insurance approved by the CITY with the following coverage and shall include, without limitation, (i) commercial general liability and automotive liability, coverage relating to STES's performance under this AGREEMENT and (ii) Worker's Compensation Insurance covering all of STES's employees as required by law. The general liability and automobile policies shall name the CITY as an additional insured, and shall be primary and non-contributory.

Workmen's Compensation insurance:

- | | | |
|----|-----------------|------------|
| a. | Aggregate/year | \$ 500,000 |
| b. | Each Occurrence | \$ 100,000 |

General Liability - \$1,000,000 to include:

- | | | |
|----|--|-------------|
| a. | General Aggregate | \$1,000,000 |
| b. | Products — Complete Operations Aggregate | \$1,000,000 |
| c. | Personal & advertising injury | \$1,000,000 |
| d. | Each Occurrence | \$1,000,000 |
| e. | Fire Damage | \$ 50,000 |
| f. | Medical Expense (any one person) | \$5,000 |

Business Auto Policy shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.

Each of the above listed coverages or policies shall: (i) be issued by an insurance company which is acceptable to the CITY and licensed to do business in the State of Florida and ruled no less than A-VII by A.M. Best Company; and (ii) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been received by CITY. In the event the insurance coverage expires prior to the termination of the AGREEMENT, a renewal certificate shall be issued ten (10) days prior to said expiration date. Certificates of insurance shall be delivered to, approved by, and on file with, the CITY prior to commencement of this AGREEMENT and upon each renewal of said insurance. In the event STES fails to furnish such insurances as outlined herein, CITY may obtain such necessary insurance policies and the premiums shall be paid by STES to the CITY upon demand or the CITY may offset the amount for said premiums from any invoice to be paid by CITY. STES shall insure that all subcontractors comply with the same insurance requirements listed herein.

STES agrees to waive its right of recovery against the CITY to the extent that the Consultant is covered or would have been covered by the Property Insurance coverage that it agreed to in the terms of the Agreement

9.0 COMPENSATION

- 9.1 Payments will be made in the following manner for services rendered from billing cycle to billing cycle, or month to month.
- 9.2 Payment to STES shall be calculated on a per meter fee of \$0.92 for manual reads.
- 9.3 The CITY will be invoiced by the 10th day of each month for the preceding month. Invoices are due upon receipt and are considered late upon 30 days from date of invoice. Any and all late payments due to either party from the other party shall accrue interest at the rate of one and one-half percent (1½%) per month or the maximum rate permitted by Applicable Law, whichever is less, from the original due date and until payment is received.
- 9.4 If upon audit or further examination by the CITY or by STES, it is found that STES charged the CITY more or less than is due under the AGREEMENT, STES shall within thirty (30) days of such notice refund the amount of any overcharge received or the CITY shall pay the amount of any undercharge within thirty (30) days of such determination. In lieu of a refund, such adjustments may be applied to offset amounts due on the next STES invoice and such refund offset shall be clearly identified on the remittance to STES.
- 9.5 During the initial term of this agreement, and any extensions as mutually agreed by both parties, fees included in Section 9.2 shall be increased on an annual and compounded basis, by the lesser of 4% or the Price Index Increase. In no event shall the Fees be reduced by virtue of this Section. The "Price Index Increase" shall mean the percentage increase between the Price Index in effect on each and every Adjustment Date (each October 1 following the execution of the Agreement) over the Price Index in effect as of the commencement date of this Agreement. The "Price Index" shall mean the Consumer Price Index for all Urban Consumers (CPI-U) for the US City Average for all Services, 1982-84=100 as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics. No later adjustments or re-computations, retroactive or otherwise, may be made to any annual increase

due to revision of the Price Index subsequently made in the first published figure of the Price Index for any year.

- 9.6 It is understood and agreed by the Parties that John Hoffman may at the discretion of the City continue as a City employee meter reader for the City until January 26, 2016. Any meters read by John Hoffman shall not be billable to the City. Additionally, STES shall not be responsible for any action, inactions, errors, omissions, or any costs, expenses, or liabilities of any kind arising out of John Hoffman's activities as a meter reader for the City. Furthermore, at all times John Hoffman shall be solely an employee of the City, and STES will not be responsible for providing said City employee with any benefits, salary or payments of any kind.

10.0 COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 STES shall comply with all federal, state, and local laws applicable to the performance of its work under this AGREEMENT, and defend, indemnify and save harmless the CITY, its officers, agents, servants, and employees against civil penalties arising from or based upon the violation of such laws. Indemnification for civil penalties herein shall be under the same terms as indemnification in Section 7.0.
- 10.2 STES agrees that it will promptly pay any and all state sales tax due on the payments made by the CITY to STES for products and services provided by STES and that it will pay all other taxes, including but not limited to occupational licenses and permits relation to the operation of STES's business, which are required by law.

11.0 HEADINGS

Headings used in the AGREEMENT are provided solely for reference, and shall not in any manner affect the meaning or interpretation of the AGREEMENT.

12.0 INDEPENDENT CONTRACTOR

- 12.1 This AGREEMENT does not constitute and shall not be construed as constituting a partnership or joint venture between STES and the CITY. Neither party shall have any right to obligate or bind the other party in any manner whatsoever and nothing herein shall give, or be intended to give any rights of any kind to any third party. STES and the CITY recognize and agree that they are independent parties with no express or implied authority to act for the other, except as expressly provided in the AGREEMENT or any addendum thereto.
- 12.2 Nothing contained in the AGREEMENT or in bond or in any certificate or policy of insurance or in any provision of indemnity shall be construed to constitute a waiver by the CITY of any provision, substantive or procedural, of federal, state, or local law affording the CITY protection from, or limitation of, liability, especially as specified in Florida Statute Section 768.28.

13.0 EVENTS OF DEFAULT, CURE, GOVERNING LAW AND VENUE

- 13.1 In the event of default or breach by either party with respect to performance of its duties and obligations established by this AGREEMENT, the other party will have available to it all remedies permitted by the laws of the State of Florida. Notwithstanding the aforesaid, it is understood and agreed that this AGREEMENT may be terminated for default or breach. Before such termination shall become effective, that non-defaulting party must provide thirty (30) days written notice to the defaulting party, during which thirty (30) day period the defaulting party shall be given the opportunity to cure the default.
- 13.2 In the event that a dispute arises under this AGREEMENT between the parties and such dispute results in legal proceedings, the prevailing party in any such legal proceedings shall be entitled to recover all reasonable costs and expenses, court cost, attorney's fees at all judicial levels.
- 13.3 This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 13.4 Waiver of Jury Trial: The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

14.0 AUTHORIZED REPRESENTATIVES

On or before the Commencement Date, the CITY and STES shall each designate authorized representatives (each an "Authorized Representative") to administer this AGREEMENT. Either party to the AGREEMENT shall provide written notice to the other party of any change to the Authorized Representatives no less than fifteen (15) days prior to said change.

15.0 NOTICES

All notices shall be in writing and shall be deemed given when mailed by certified mail or delivered in person. Notices required to be given to STES will be addressed to:

Severn Trent Environmental Services, Inc.
4837 Swift Road, Suite 100
Sarasota, Florida 34231
ATTN: Regional General Manager

With a copy to: Severn Trent Environmental Services, Inc.
220 Gibraltar Road, Suite 200
Horsham, PA 19044
Attn: Legal Department

Notices required to be given to the Client will be addressed to:

CITY: City of Margate
ATTN: Finance Director
5790 Margate Blvd
Margate, FL 33063

With a copy to: City of Margate
ATTN: City Manager
5790 Margate Blvd
Margate, FL 33063

And City of Margate
ATTN: City Attorney
5790 Margate Blvd
Margate, FL 33063

16.0 SUCCESSORS

This AGREEMENT shall inure to the benefit of and be binding upon the successors, and assigns of the parties hereto, except as expressly limited herein.

17.0 ASSIGNMENT

Neither the CITY nor STES shall assign, sublet or transfer their interest in this AGREEMENT without the written consent of the other. No assignment or delegation of duties under this AGREEMENT will be effective without the written consent of the CITY.

18.0 ENTIRE UNDERSTANDING, MERGER, MODIFICATION

This AGREEMENT reflects the entire understanding of the subject matter hereof by the parties and supersedes all prior agreements, representations or understandings between the parties hereto. This AGREEMENT may not be modified or amended except by a written instrument signed by both parties.

19.0 BINDING EFFECT

This AGREEMENT shall not be binding until executed by both parties.

20.0 SEVERABILITY

If any clause, paragraph or other provision of the AGREEMENT is found to be illegal, invalid, or unenforceable under present or future laws effective during the term of this AGREEMENT, then in that event, it is the intention of the parties hereto that the remainder of this AGREEMENT shall not be affected thereby.

21.0 EFFECTIVE DATE

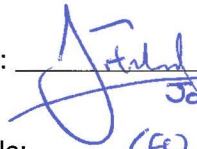
This AGREEMENT shall become binding on the parties only after having been signed by the appropriate parties for both sides and after approval by the City Commission of the CITY in accordance with its normal procedure for approving contracts of this type.

22.0 NONWAIVER

The failure of a party to strictly enforce any provision of the AGREEMENT shall not be deemed a waiver of any right or remedy as to any continuing or future matter. The termination of this AGREEMENT by either party shall not affect or waive any other remedy or right.


IN WITNESS THEREOF, the Parties hereto execute the AGREEMENT by their duty authorized representatives in duplicate, each which shall be deemed an original on the day and year first written above.

Severn Trent Environmental Services, Inc. a Texas corporation:

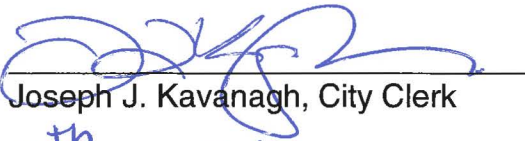
By: 
John Freebody
Title: (FO)

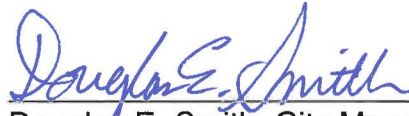
Date: 7/13/15

CITY OF MARGATE

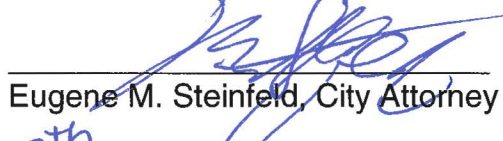

Joanne Simone, Mayor
21 day of July, 2015

ATTEST:


Joseph J. Kavanagh, City Clerk
8th day of July, 2015


Douglas E. Smith, City Manager
8th day of July, 2015

APPROVED AS TO FORM:


Eugene M. Steinfeld, City Attorney
8th day of July, 2015