

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 18-069

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING AN AGREEMENT WITH WASTE MANAGEMENT OF FLORIDA FOR RECYCLING DISPOSAL AND PROCESSING; PROVIDING FOR PIGGYBACKING THE TERMS OF THE CITY OF CORAL SPRINGS RECYCLING CONTRACT OR USING THE TERMS AND CONDITIONS OFFERED TO THE CITY OF CORAL SPRINGS BY WASTE MANAGEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve an Agreement with Waste Management of Florida for recycling disposal and processing.

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

SECTION 1: The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission.

SECTION 2: That the Mayor and City Manager are authorized and directed to execute an Agreement with Waste Management of Florida for recycling disposal and processing by either piggybacking the terms of the City of Coral Springs Recycling Contract or using the terms and conditions offered to the City of Coral Springs by Waste Management.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 20th day of JUNE, 2018.

ATTEST:


JOSEPH J. KAVANAGH
CITY CLERK


MAYOR ARLENE R. SCHWARTZ

RECORD OF VOTE

Peerman	<u>ABSENT</u>
Simone	<u>YES</u>
Ruzzano	<u>YES</u>
Caggiano	<u>YES</u>
Schwartz	<u>YES</u>

AGREEMENT FOR RECYCLING PROCESSING SERVICES

THIS AGREEMENT, is made and entered into this 20th day of June, 2018, by and between the CITY OF MARGATE, FLORIDA ("City") and WASTE MANAGEMENT INC. OF FLORIDA, ("WMIF"), a Florida corporation with offices at 2700 Wiles Road, Pompano Beach, FL 33073.

WITNESSETH

WHEREAS, WMIF has secured a Recycling Services Agreement dated June 20, 2018, for processing recyclable materials with the City of Coral Springs, Florida (the "Contract"); and

WHEREAS, the City is desirous to utilize the Contract to secure recycling materials processing services; and

WHEREAS, the City's procurement requirements permit it to use the Contract for such purposes.

NOW, THEREFORE, in consideration of these premises and the mutual undertakings hereinafter stated, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows (capitalized term has the meanings set forth in the Contract unless the context requires otherwise):

1. Existing Contract WMIF and the City of Coral Springs, Florida are parties to that certain Recycling Services Agreement dated June 20, 2018 (the "Contract"). A copy of the Contract and its Exhibits and Addendum is attached hereto for reference. The City elects to utilize WMIF as a contractor for the provision of recyclable processing services pursuant to the terms and conditions of the Contract. The City represents that utilization of the Contract is permitted by its procurement requirements.
2. Parties. WMIF and the City shall be parties to the Contract for Recycling Processing Services and reference to the City of Coral Springs shall be reference to the City of Margate.
3. Services. The City and WMIF shall be bound by the obligations, terms and conditions and prices set forth in the Contract. Any amendment to the Contract by the City of Coral Springs and WMIF shall not serve to amend this Agreement. Nothing set forth in the Contract shall change, modify or amend the existing Franchise Agreement for Solid Waste and Recycling Collection Services executed by the City on November 4, 2015, and WMIF on October 26, 2015.
4. Non-Discrimination. WMIF agrees that it will not discriminate against any employees or applications for employment or against persons for any other benefit or service under this perform in accordance with the requirements of this Contract.

5. No Waiver of Sovereign Immunity. Nothing contained herein is intended to service as a waiver of sovereign immunity by the City or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

6. Execution in Counterparts. This Contract may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Contract shall be the latest date on which any party executes this Contract.

7. Strict Compliance. No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Contract shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Contract.

8. Headings and Usage. The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Contract. When the context of the words used in this Contract indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

9. Public Records. This section shall replace only that language regarding Public Records otherwise found in Section D of the Addendum To Agreement Between The City of Coral Springs And Waste Management, Inc. Of Florida For Recycling Services.

The City is a public agency subject to Chapter 119, Florida Statutes. WMIF shall comply with Florida's Public Records Law. Specifically, WMIF shall

- a. Keep and maintain public records required by the City to perform under the Contract;
- b. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided 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 disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and, following completion of the Contract, WMIF shall destroy all copies of such confidential and exempt records remaining in its possession after WMIF transfers the records in its possession to the City; and
- d. Upon completion of the Contract, WMIF shall transfer to the City, at no cost to the City, all public records in WMIF's possession. All records stored electronically by WMIF must be provided to the City, upon request from the City's custodian of public records, in a format

that is compatible with the information technology systems of the City.

- e. The failure of WMIF to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the City shall enforce the Default in accordance with the provisions set forth herein.

**IF WMIF HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 5790 MARGATE
BLVD., MARGATE, FL 33063, (954) 935-5327,
CityClerk@Margatefl.com**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Recycling Processing Services to be executed by their authorized representatives and have hereunto set their hands and seals as of the day and year first above written.

CITY OF MARGATE

By: 
City Manager Samuel May

By: 
Mayor Arlene Schwartz

Attest:


Joseph J. Kavanagh
city clerk

WASTE MANAGEMENT INC. OF FLORIDA

By: 
James F. Lambros, Vice President

Attest:


RONALD M. KAPLAN, ASST. SEC.

that is compatible with the information technology systems of the City.

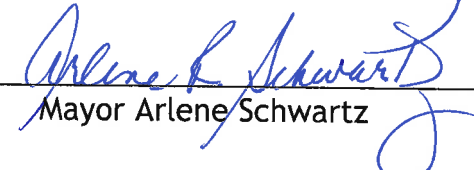
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CITY OF MARGATE

By: 
City Manager Samuel May

By: 
Mayor Arlene Schwartz

Attest:


Joseph J. Kavanagh
City Clerk

WASTE MANAGEMENT INC. OF FLORIDA

By: _____

Attest:

**ADDENDUM TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND
WASTE MANAGEMENT INC. OF FLORIDA FOR RECYCLING SERVICES**

THIS IS AN ADDENDUM, dated this 20th day of June, 2018, by and
between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 W. Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CUSTOMER")

and

WASTE MANAGEMENT INC. OF FLORIDA
a Florida corporation
2700 Wiles Road
Pompano Beach, Florida 33073
(hereinafter referred to as "COMPANY")

June **WHEREAS**, the CUSTOMER and COMPANY entered into a contract on the 20th day of
2018 (hereinafter "Agreement"); and

WHEREAS, it is necessary to include additional provisions;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained
herein, and other good and valuable consideration, the receipt and adequacy of which are
acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated
into this Agreement.

Section 2. The following terms and conditions are hereby incorporated into the
aforementioned Agreement between the CUSTOMER and COMPANY:

A. TERMINATION FOR CONVENIENCE

COMPANY or CUSTOMER upon one hundred twenty (120) calendar days written notice
delivered by certified mail, return receipt requested, to the other party, may, without cause and
without prejudice to any other right or remedy, terminate the Agreement for convenience
whenever the COMPANY or CUSTOMER determines that such termination is in its best
interest. Where the Agreement is terminated for convenience the notice of termination must
state that the Agreement is being terminated for the convenience of the terminating party under
the termination clause. Termination for convenience shall be on an all or none basis; there shall
be no partial termination for convenience. Upon receipt or delivery, as the case may be, of the
Notice of Termination for convenience, the COMPANY shall promptly discontinue all work at

the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

B. TERMINATION AT WILL IN THE EVENT SUN-BERGERON SOLID WASTE SERVICES, JV AGREEMENT FOR RECYCLING PROCESSING SERVICES IS RENEWED OR REVIVED BY ANY BROWARD COUNTY MUNICIPALITY

COMPANY acknowledges and understands that CUSTOMER entered into a five-year recycling processing services agreement with Sun-Bergeron Solid Waste Services, JV beginning on July 1, 2013 and expiring on June 30, 2018 ("JV Agreement"). COMPANY acknowledges and understands that the JV Agreement contained an option to renew the contract for two (2) additional five (5) year terms; however, CUSTOMER cannot take advantage of such renewal periods unless and until the City of Deerfield Beach, Florida and Sun-Bergeron Solid Waste Services, JV consent and agree to such extension. COMPANY also acknowledges and understands that several other municipalities in Broward County have a similar arrangement with Sun-Bergeron Solid Waste Services, JV. COMPANY agrees that in the event that the JV Agreement is extended, renewed, or renegotiated with more favorable pricing and/or material terms than this Agreement, or in the event that Sun-Bergeron Solid Waste Services, JV extends, renews, or renegotiates a recycling processing services agreement with any other municipality in Broward County, which contract contains more favorable pricing and/or material terms than this Agreement, and Sun-Bergeron Solid Waste Services, JV, agrees to offer such services at the same or similar prices and/or material terms to the CUSTOMER, in the CUSTOMER'S sole discretion, CUSTOMER, upon providing written notice to COMPANY, may, without cause and without prejudice to any other right or remedy, terminate this Agreement thirty (30) days after receipt of the Notice of Termination ("Termination at Will"). Thirty (30) days after the receipt of the Notice of Termination at Will, the COMPANY shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination at Will, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work. Notwithstanding the above thirty (30) day time frame, should the City of Deerfield Beach, Florida or any other municipality in Broward County and the JV consent and agree to an extension of its JV Agreement prior to the commencement of services under this Agreement, the CUSTOMER shall have a right to terminate this Agreement immediately upon written notice to COMPANY.

C. MOST FAVORED PRICING AND MATERIAL TERMS

In the event that COMPANY subsequently enters into an agreement for the processing and/or recycling of another governmental entity's Recyclable Materials (or a private entity that provides the recycling for all or substantially all of the Recyclables generated within a governmental entity's jurisdiction) generated anywhere within Broward County (an "Eligible Agreement"), COMPANY shall provide the CUSTOMER with a copy of the Eligible Agreement within thirty (30) days of execution thereof. If the CUSTOMER, in its sole discretion, determines that the Eligible Agreement includes pricing and/or material terms more favorable to the applicable

governmental entity or private entity than the CUSTOMER'S, the CUSTOMER may provide written notice to COMPANY of CUSTOMER'S determination and, if the CUSTOMER does so, the CUSTOMER'S Agreement shall be amended to provide for the more favorable pricing and/or material terms set forth in the Eligible Agreement, and such change shall be effective retroactive to the effective date of the Eligible Agreement.

D. RECORDS AND AUDIT

CUSTOMER reserves the right to audit the records of COMPANY relating to this project at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CUSTOMER. If required by CUSTOMER, COMPANY shall agree to submit to an audit by an independent certified public accountant selected by CUSTOMER. COMPANY shall allow CUSTOMER to inspect, examine and review the records of COMPANY relating directly and only to this Agreement, upon reasonable notice given, at any and all times during normal business hours during the term of this Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CUSTOMER CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, DTHOMAS@CORALSPRINGS.ORG, TELEPHONE NUMBER (954) 344-1067.

COMPANY understands, acknowledges and agrees that the COMPANY shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by the CUSTOMER to perform the service.
- (2) Upon request from the CUSTOMER'S custodian of public records, provide the CUSTOMER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CUSTOMER policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the COMPANY does not transfer the records to the CUSTOMER.
- (4) Upon completion of the contract, transfer, at no cost, to the CUSTOMER all public records in possession of COMPANY or keep and maintain public records required by the CUSTOMER to perform the service. If the COMPANY transfers all public records to the CUSTOMER upon completion of the contract, the COMPANY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the COMPANY keeps and maintains public records upon completion of the contract, the COMPANY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CUSTOMER, upon request from the CUSTOMER'S custodian of public records, in a format that is compatible with the information technology systems of the CUSTOMER.

REQUEST FOR NONCOMPLIANCE

(a) A request to inspect or copy public records relating to a CUSTOMER'S contract for services must be made directly to the CUSTOMER. If the CUSTOMER does not possess the requested records, the CUSTOMER shall immediately notify the COMPANY of the request, and the COMPANY must provide the records to the CUSTOMER or allow the records to be inspected or copied within a reasonable amount of time.

(b) If a COMPANY does not comply with the CUSTOMER'S request for records, the CUSTOMER shall enforce the contract provisions in accordance with the contract.

(c) A COMPANY who fails to provide the public records to the CUSTOMER within a reasonable time may be subject to penalties under Section 119.10.

CIVIL ACTION

(a) If a civil action is filed against a COMPANY to compel production of public records relating to a CUSTOMER'S contract for services, the court shall assess an award against the COMPANY the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that the COMPANY unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the COMPANY has not complied with the request, to the CUSTOMER and to the COMPANY.

(b) A notice complies with subparagraph (a)2. if it is sent to the CUSTOMER'S custodian of public records and to the COMPANY at the COMPANY'S address listed on its contract with the CUSTOMER or to the COMPANY'S registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A COMPANY who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

E. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

F. INSURANCE

The COMPANY shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. The COMPANY agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the COMPANY in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Companies.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in section 8 (check when final) of the Agreement.
- (f) Owner's or Company's Protective Liability.

UPON CONTRACT EXECUTION, THE COMPANY SHALL SUBMIT TO CUSTOMER COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF COMPANYS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CUSTOMER. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CUSTOMER by certified mail.

These insurance requirements shall not relieve or limit the liability of the COMPANY. The CUSTOMER does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the COMPANY's interests or liabilities but are merely minimum requirements established by the CUSTOMER's Risk Management Coordinator. The CUSTOMER reserves the right to require any other insurance coverages that the CUSTOMER deems necessary depending upon the risk of loss and exposure to liability.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

The COMPANY shall require each of its sub-COMPANYs of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and the COMPANY shall provide verification thereof to the CUSTOMER upon request of the CUSTOMER.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CUSTOMER with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

The COMPANY shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the CUSTOMER for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CUSTOMER is named as an additional named insured shall not apply to the CUSTOMER. The CUSTOMER shall provide written notice of occurrence within fifteen (15) working days of the CUSTOMER's actual notice of such an event.

The COMPANY shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the CUSTOMER, at its sole discretion, may cancel the Agreement and all rights, title and interest of the COMPANY shall thereupon cease and terminate.

Section 3. SEVERABILITY

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 4. All other conditions and terms of the original Agreement, as amended, not specifically amended herein remain in full force and effect.

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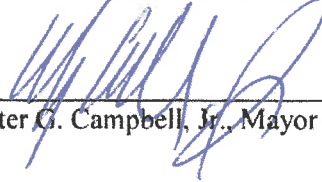
IN WITNESS OF THE FOREGOING, the CITY OF CORAL SPRINGS AND WASTE MANAGEMENT INC. OF FLORIDA have hereunto set their hands and seals on the dates written below.

ATTEST:



Debra Thomas, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA



Walter G. Campbell, Jr., Mayor

APPROVED AS TO FORM:



City Attorney's Office

WASTE MANAGEMENT INC. OF FLORIDA

By: [Signature]

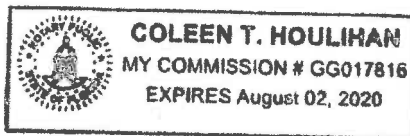
Print Name: James F. Lambros

Title: Vice President

State of Florida
County of Broward

On this, the 15 day of June, 2018, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by James F. Lambros (name of corporate officer), Vice President (title), of WASTE MANAGEMENT INC. OF FLORIDA (name of corporation), a Florida (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal



[Signature]

Notary Public, State of Florida

Coleen T. Houlihan

Printed, typed or stamped name of Notary Public
exactly as commissioned

- ☒ Personally known to me, or
☐ Produced identification:

(type of identification produced)

**RECYCLING SERVICES
AGREEMENT SINGLE STREAM
BLENDED VALUE**

THIS RECYCLING SERVICES AGREEMENT ("Agreement") is made as of April 18, 2018, by and between WASTE MANAGEMENT INC. OF FLORIDA. ("Company"), a Florida corporation with an office located at 2700 Wiles Road, Pompano Beach, FL 33073 and City of CORAL SPRINGS, FLORIDA ("Customer"), with a location at 9500 West Sample Road, Coral Springs, FL 33065.

1. TERM:

The term of the Agreement shall be for a period of five (5) years, commencing July 3, 2018. The Agreement may be renewed for additional terms by written mutual agreement.

2. QUANTITY AND QUALITY:

During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of Customer's single stream recyclables ("Recyclables"). Customer will provide in accordance with Exhibit A ("Specifications"). In the event that the Recyclables do not meet Specifications, the load may be rejected and/or Customer shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, and disposal costs. Recyclables specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Recyclables provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclables as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

3. RECYCLABLE VALUE:

The value of the Recyclables meeting the Specifications shall be as set forth on Exhibit B. It shall be conclusively presumed that the composition of the Recyclables delivered to the Company shall be identical to the composition of all single stream recyclables processed by Company at the processing facility used, as established from time to time by Company. Notwithstanding the foregoing, Company may perform a composition study of the Recyclables to determine the percentage of each commodity in Customer's Recyclables and may revise the amount payable or chargeable to Customer to reflect the actual composition of Customer's Recyclables. Customer acknowledges that the value of the Recyclables may be negative.

4. PAYMENTS; CHARGES; ADJUSTMENTS:

Where the value is positive for the Recyclables, Company shall pay Customer on or about the last day of each month for Recyclables purchased during the preceding month, after deduction of any Charges owed to Company by Customer for services performed hereunder.. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a NSF fee, both to the maximum extent allowed by applicable law. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default.

5. SERVICE:

Customer shall deliver Recyclables, at Customer's expense, to WM Recycling Sun 11, 1750 SW 43rd Terrace, Deerfield Beach, FL 33442; All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility.

6. CONTAINERS/ACCESS:

7. DEFAULT:

Notwithstanding the term of this Agreement set forth in paragraph one (1) above, in the event of default by a party, which default is not cured within thirty (30) days after written notice from the non-defaulting party, the non-defaulting party, at its option, may terminate this Agreement, upon written notice.

8. INDEMNIFICATION/LIMIT OF LIABILITY:

Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Recyclables, or (b) as a result of the disposal of Customer's Recyclables in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

EXHIBIT A
SINGLE STREAM SPECIFICATIONS

During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of Customer's single stream recyclables ("Recyclables") in accordance with the specifications below ("Specifications"). In the event that the Recyclables do not meet Specifications, the load may be rejected and/or Customer shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, disposal costs, and contamination fees, all of which may include an amount for Company's operating and gross profit margin. Recyclables specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Recyclables provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

RECYCLABLES must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 -- with screw tops only - empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles, detergent, and shampoo bottles, etc.) - empty	Magazines, glossy inserts, pamphlets and catalogs
Plastic containers with symbols #3-#7 - empty (no expanded polystyrene)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans - empty	Uncoated printing, writing and office paper
Glass food and beverage containers - brown, clear, or green - empty	Old corrugated containers/cardboard (uncoated)
	Phone books

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Customer may not contain more than 30% Non-Recyclables ("Excess Contamination") and may contain no Excluded Materials. In the event a load does not meet Specifications, the load may be rejected and/or Customer may be charged additional processing, return or disposal costs; provided, however, that if delivered material contains more than 10% Non-Recyclables (but does not contain Excluded Materials), the material will be accepted and the Excess Contamination shall be subject to the charges set forth in Exhibit B.

"Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Company shall provide six (6) month advanced written notice to Customer of its decision to discontinue acceptance of any such material.

Customer shall deliver Recyclables, at Customer's expense, to Company's facility located at 1750 SW 43rd Ter, Deerfield Beach, FL 33442, Reuter Recycling, 20701 Pembroke Rd, Pembroke Pines, FL 33029, or to such other location as the Company may direct from time to time ("Facility") during the Facility's operating hours, Monday through Saturday, excluding Christmas Day. All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility.

EXHIBIT B SINGLE STREAM PRICING

1. VALUE SHARE

Where the Blended Value is greater than the Processing Fee, Customer's value share is a percentage of the difference between the Blended Value and the Processing Fee as listed below. When the Blended Value is less than the Processing Fee, Customer shall pay Company the difference between the Processing Fee and the Blended Value.

Where the Blended Value is greater than the Processing Fee and equal to or less than \$120.00, the Customer's value share is 55% of the difference.

Where the Blended Value is greater than \$120.00 and equal to or less than \$140.00, the Customer's value share is 65% of the difference.

Where the Blended Value is greater than \$140.00, the Customer's value share is 75% of the difference.

2. BLENDED VALUE

To calculate the Blended Value per ton of the Recyclables,

- (a) The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Customer's recyclables as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.

Customer acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- "PS" means the average price published at www.SecondaryFiberPricing.com for the Southeast USA Region, domestic price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the average price published at www.SecondaryMaterialsPricing.com for the Atlanta (Southeast USA) Region, first dated price each month, retroactive to the first of the month.
- If PS or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Contractor may substitute such alternative publication(s) or alternate method to determine the value of each commodity set forth below.
- "Transportation and Disposal" means the charge for transporting residue from the processing facility per ton in the month of delivery to the disposal facility.

Material	Index Description
Mixed Paper	PS 54 Mixed Paper (MP)
Newspaper	PS 56 Sorted Residential Papers (SRNP)
Corrugated Containers	PS 11 Corrugated Containers
Aluminum Cans	SMP Metals Aluminum Cans (Sorted, Baled, c/lb, picked up)
Steel Cans	SMP Metals Steel Cans (Sorted, Baled, c/Gross ton, picked up)
PET	SMP Plastics PET (Baled, c/lb, picked up)
Natural HDPE	SMP Plastics Natural HDPE (Baled, c/lb, picked up)
Colored HDPE	SMP Plastics Colored HDPE (Baled, c/lb, picked up)
Plastics #3-#7	SMP Plastics Commingled (#3-7, Baled, c/lb, picked up)
Glass (3 Mix)	SMP Glass 3 Mix (\$/ton del. as Recyclable or Disposable)
Polycoated cartons	\$0.00
Contamination (up to 10%)	\$0.00
Excessive Contamination (over 10%)	T&D

3. CHARGES

- (a) The Initial Processing Fee is \$96.00 per delivered ton.

(b) The Contractor has the right to adjust the Processing Fee in accordance with increases in the applicable CPI as calculated below on the anniversary of the Effective Date ("Anniversary Date"). Such CPI adjustment shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. The increases to the Processing Fee shall be based on the percentage increase in the CPI for the twelve (12) month period ending one month prior to the Anniversary Date. "CPI" means the Consumer Price Index-All Urban Consumers (CPI-U), Water, Sewer, and Trash Collection (WST), (Not Seasonally Adjusted, 12-month rolling average) as published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984=100), which shall not exceed 5%. In the event this CPI is no longer viable or no longer reflective of consumer prices in Customer's geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual agreement of the parties. Failure by Contractor to submit such CPI price adjustment shall not preclude the retroactive implementation of such adjustment as of the Anniversary Date.

EXHIBIT B
SINGLE STREAM COMPOSITION

The initial composition will be determined based on the initial composition study, which shall be completed no later than thirty (30) days after the commencement date of the agreement. Company / Customer may request a composition study every six months to determine the percentage of each commodity in Customer's Recyclables and Exhibit B will be deemed adjusted accordingly. A representative from Customer may be present for composition studies.

By way of example,

Material	Index Description	Market Index: Apr 2018	Market Value (\$/Ton)	Material %	Average Market Value (\$/Ton)
Mixed Paper	PS 54 Mixed Paper (MP)	2.50	\$ 2.50	21.5%	\$ 0.54
Newspaper	PS 56 Sorted Residential Papers (SRNP)	17.50	\$ 17.50	11.6%	\$ 2.03
Corrugated Containers	PS 11 Corrugated Containers	87.50	\$ 87.50	14.6%	\$ 12.78
Aluminum Cans	SMP Metals Aluminum Cans (Sorted, Baled, c/lb, picked up)	70.00	\$ 1,400.00	1.1%	\$ 15.40
Steel Cans	SMP Metals Steel Cans (Sorted, Baled, \$/Gross ton, picked up)	180.00	\$ 180.00	2.0%	\$ 3.60
PET	SMP Plastics PET (Baled, c/lb, picked up)	15.25	\$ 305.00	7.5%	\$ 22.88
Natural HDPE	SMP Plastics Natural HDPE (Baled, c/lb, picked up)	37.50	\$ 750.00	3.0%	\$ 22.50
Colored HDPE	SMP Plastics Colored HDPE (Baled, c/lb, picked up)	19.00	\$ 380.00	3.0%	\$ 11.40
Plastics #3-#7	SMP Plastics Commingled (#3-7, Baled, c/lb, picked up)	(1.50)	\$ (30.00)	4.4%	\$ (1.32)
Glass (3 Mix)	SMP Glass 3 Mix (\$/ton del. as Recyclable or Disposable)	(22.50)	\$ (22.50)	13.3%	\$ (2.99)
Polycoated cartons	N/A	-		0.8%	\$ -
Contamination	N/A	-		10.0%	\$ -
Excessive Contamination	Contamination in excess of 10%	(55.00)	\$ (55.00)	7.2%	\$ (3.96)
				100.0%	\$ 82.86

EXHIBIT C

Composition Audits of Program Materials used for AMV Calculation

a. The initial AMV calculation shall be based up on compositions presented in Exhibit B. and shall be the basis for calculating the initial AMV. For users of this Agreement other than the City by piggyback or otherwise, a mutually agreeable AMV schedule will be implemented for the first six months of this Agreement.

Beginning upon the commencement date of the agreement and during each subsequent six month period, WMIF shall conduct audits on not less twenty-five composition samples in accordance with ASTM Standard D5231-92(2008) so as to establish sufficient waste characterization data necessary to adjust the AMV to reflect changes in the composition of single stream materials delivered to the Designated Facilities which are utilized to calculate the AMV semi-annually, as agreed to by the City and WMIF. A quantity of 25 audits will provide a statistical confidence of 90%. These audits may be performed on a weekly basis over the duration of a six-month period to reflect changes in weather and seasonal population behaviors which affect recycling composition.

A calendar of planned audits will be provided to the City by WMIF indicating the schedule of planned samples. Sampling protocol shall consider the collection day of the week and geographic routing to provide the overall composition. The City may request to have a representative observe any audits by providing a written request not less than seven days prior to the audit. At any time during the term of the Contract the City may submit a written request to conduct a Composition Study with the aid of a qualified professional.

- b. Within ninety days after receipt of City's request, the City may engage a qualified professional (the "Professional") to conduct the Composition Study. The Professional will employ a Composition Study methodology generally recognized and accepted within the industry as producing accurate results under circumstances similar to those existing at the Designated Facilities. The City will have sole and absolute discretion in choosing the Professional and the methodology to be used in conducting each Composition Study. All costs related to the Composition Study shall be the City's obligation.
- c. Upon engaging a Professional who will conduct a Composition Study, the City will notify WMIF as to the schedule when the study will be conducted. Both the City and WMIF shall have the right to be present and to observe the conduct and performance of the Composition Study.

- d. The City will deliver, or require the Professional to deliver, a copy of the final Composition Study to WMIF. Should the Composition study conducted by the Professional deviate significantly (defined as greater than 5%) from data derived from audits conducted by WMIF, an average of the two AMV totals will be used to calculate the subsequent period until the next semi-annual calculation is due.

After the City and WMIF have received the final Composition Study, then any required resulting adjustments to the material percentages utilized to calculate the AMV as provided in Exhibit B will become effective commencing the first day of the calendar month after the month in which the parties receive the final Composition Study and will remain in effect during the remainder of the Contract unless and until further adjusted in a future Composition Study or City Composition Study.

EXHIBIT D
RECYCLING PUBLIC AWARENESS PROGRAM

CONTRACTOR and CITY shall work together to develop and implement a public awareness program in order to educate the residents of the CITY to the environmental and economic benefits to recycling.

The initial promotional expense and advertising material shall be paid for by CONTRACTOR which includes the design and printing of educational materials to each household once a year. CITY shall be responsible for mailing and distribution.

The CONTRACTOR agrees to comply with requests of up to forty (40) hours per year from the CITY to participate in local outreach events for promoting recycling awareness in the community, provided that notice of at least five (5) work days is given.

The CONTRACTOR will work with the CITY to provide additional educational promotional items and access to social media designed by the CONTRACTOR for the promotion of recycling awareness in the community.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. REMEDIES AND WAIVER:

A party's remedies hereunder are not exclusive and are in addition to any other remedies at law or in equity. A party shall not be deemed to waive any remedy available to it or any right under this Agreement, at law or in equity, by virtue of any act or forbearance in enforcing such rights or remedies.

10. RESERVED:

11. FEES, COSTS AND TAXES:

12. RIGHT OF FIRST REFUSAL:

13. NOTICES:

Any notice to be given hereunder shall be sent certified mail or by a recognized National overnight carrier service to the address set forth above and in the case of Company a copy shall be sent to 2700 Wiles Road, Pompano Beach, FL 33073 Attention: Legal Department.

14. MISCELLANEOUS:

(a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment ("Uncontrollable Circumstances"), and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other recycling services agreements for the Recyclables, whether written or oral, that may exist between the parties or its affiliates; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; (e) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision; and (f) In the event either party successfully enforces its rights against the other party hereunder, each party shall bear its own costs.

BY SIGNING BELOW, EACH SIGNATOR WARRANTS THAT HE OR SHE IS AUTHORIZED TO ENTER INTO A BINDING AGREEMENT ON BEHALF OF THE PARTY SET FORTH.

Dated as of the date first above written.

WASTE MANAGEMENT INC. OF FLORIDA

By: [Signature]

Print Name: James F. Lambros

Title: Vice President

CITY OF CORAL SPRINGS, FL

By: [Signature]

Print Name: Walter G. Campbell, Jr.

Title: MAYOR

APPROVED AS TO FORM

[Signature]
City Attorney's Office

