



City of Pembroke Pines

**FIRST AMENDMENT TO
AGREEMENT BY AND BETWEEN THE CITY OF PEMBROKE PINES,
FLORIDA AND WASTE CONNECTIONS OF FLORIDA, INC. FOR
SOLID WASTE DISPOSAL SERVICES**

THIS AMENDMENT (“First Amendment”), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

WASTE CONNECTIONS OF FLORIDA, INC., a For Profit Corporation, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **3 Waterway Square Pl., The Woodlands, TX 77380**, hereinafter referred to as "Contractor". “CITY” and “Contractor” may hereinafter be referred to collectively as the "Parties" and individually as a “Party”.

WHEREAS, on **August 30, 2023**, the Parties entered into the Agreement by and between The City of Pembroke Pines, Florida and Waste Connections of Florida, Inc. For Solid Waste Disposal Services (“Original Agreement”) for an initial **three (3) year** period, which will expire on **September 30, 2026**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for additional, **one (1) year** periods pursuant to written amendments to the Original Agreement; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement for a **two (2) year** period commencing on October 1, 2026, and expiring on September 30, 2028; and,

WHEREAS, in consideration of the City renewing the Original Agreement for a two (2) year term, rather than a one (1) year renewal term, the Parties further desire to amend the pricing applicable during the renewal term, whereby Contractor has agreed to forego the annual Consumer Price Index adjustment otherwise authorized under the Original Agreement for the period commencing October 1, 2026, and ending September 30, 2027, thereby maintaining the disposal service rate at the Deerfield Beach Recycling and Transfer Facility at \$60.60 per ton and reducing the disposal service rate at the Pembroke Park Recycling and Transfer Facility from \$68.10 per ton to \$67.32 per ton; provided, however, that commencing October 1, 2027, the disposal service rates shall be adjusted in accordance with the Consumer Price Index provisions



contained in the Original Agreement; and,

WHEREAS, the City desires to preserve flexibility with respect to future recycling, waste diversion, materials recovery, processing, transfer, and disposal programs in order to respond to changing market conditions and environmental initiatives; and,

WHEREAS, the Parties desire to amend the Original Agreement to clarify that the City may, in its sole discretion, establish, reinstate, expand, modify, or discontinue recycling and waste diversion programs and direct various waste streams to facilities or contractors selected by the City; and,

WHEREAS, the Parties desire to amend the Original Agreement as more particularly set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby renewed for a **two (2) year** period commencing on **October 1, 2026**, and naturally expiring on **September 30, 2028**.

SECTION 3. Section 3.2 of the Original Agreement is hereby revised and amended as set forth below:

“3.2 Delivery of Materials. Beginning on the Commencement Date, the City and the City’s Solid Waste Collection Contractors shall deliver all the Materials collected (pursuant to the hauling agreements between the City with Waste Pro of Florida, Inc. and the City with Eastern Waste Systems, Inc.) by the City and the City's Solid Waste Collection Contractors to the Designated Receiving Facility(ies) identified in this Agreement; provided, however, that the City shall not be required to deliver Recyclable Materials, Bulk Trash, Yard Trash, Commingled Waste, or Construction and Demolition Debris to the Designated Receiving Facilities and may, in its sole and absolute discretion, direct such materials to any recycling processor, materials recovery facility, transfer station, disposal facility, processing facility, contractor, governmental entity, or other location selected by the City.

The City further reserves the right, at any time and in its sole discretion, to establish, reinstate, expand, modify, or discontinue any recycling program and to separate Recyclable Materials from the waste stream for delivery to any recycling processor, materials recovery facility, transfer station, disposal facility, contractor, governmental entity, or other location selected by the City.



The City makes no assurances or guarantees regarding the quantity of Material that will be delivered to the Designated Receiving Facility, and the City shall have no minimum delivery obligation during the term hereof and shall not be required or obligated in any way to deliver any specific quantity or percentage of Recyclable Materials, Bulk Trash, Yard Trash, Commingled Waste, or Construction and Demolition Debris to Contractor. Contractor acknowledges and agrees that the quantity and composition of Recyclable Materials, Bulk Trash, Yard Trash, Commingled Waste, or Construction and Demolition Debris delivered to Contractor may vary from time to time based upon the City's operational, environmental, recycling, diversion, disposal, procurement, or economic objectives.”

SECTION 4. Section 5.1 of the Original Agreement is hereby revised and amended as set forth below:

“5.1 *Disposal Services Charge.* The per ton Disposal Services Charges for Disposal Services provided by the Contractor for Solid Waste, Bulk Trash, Yard Trash, Commingled Waste and Construction and Demolition Debris at the following Designated Receiving Facilities, effective October 1, 2026, shall be:

- 5.1.1 SIXTY DOLLARS AND SIXTY CENTS (\$60.60) per ton at the Deerfield Beach Recycling and Transfer Facility.
- 5.1.2 SIXTY-SEVEN DOLLARS AND THIRTY-TWO CENTS (\$67.32) per ton at the Pembroke Park Recycling and Transfer Facility.”

SECTION 5. Section 5.2 of the Original Agreement is hereby revised and amended as set forth below:

“5.2 *Disposal Services Charge Adjustments.* The rates, as more specifically described in Section 5.1 of the Original Agreement, as amended by this First Amendment, shall remain firm for the period ending on September 30, 2027, at 11:59 PM. On October 1, 2027, and annually thereafter, the per ton rates shall be automatically increased according to the annual Consumer Price Index for All Urban Consumers (CPI/U), Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CUSR0000SEHG – “Water and Sewer and Trash Collection Services” in U.S. city average for the annual change for the month of April or five percent (5%), whichever is less, but not less than zero.”

SECTION 6. Scrutinized Companies.

6.1 Contractor, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods



or services of:

6.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

6.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

6.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

6.1.2.2 Is engaged in business operations in Syria.

SECTION 7. Employment Eligibility. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

7.1 Definitions for this Section.

7.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

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

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

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

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

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

7.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S.



Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

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

SECTION 8. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this First Amendment, the Contractor represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 9. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the Contractor represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 10. Human Trafficking. Pursuant to Section 787.06(14), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this First Amendment and submitting the executed required



affidavit, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 11. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this First Amendment, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this First Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 12. Compliance with Foreign Entity Laws. Contractor (“Entity”) hereby attests under penalty of perjury the following:

- 12.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: Section 287.138(2)(a), Florida Statutes);
- 12.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: Section 287.138(2)(b), Florida Statutes);
- 12.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 12.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);
- 12.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,
- 12.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 13. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 14. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.



SECTION 15. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 16. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 17. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Print Name: _____
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

GABRIEL FERNANDEZ, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

Contractor:

WASTE CONNECTIONS OF FLORIDA, INC.

Signed By: ^{Signed by:} Adam Mathews
E87CDB937B24428...

Printed Name: Adam Mathews

Title: Division VP

June 17, 2026



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: June 17, 2026

ENTITY: **WASTE CONNECTIONS OF FLORIDA, INC.**

SIGNED BY: Signed by:
Adam Mathews
E87CDB937B24428...

NAME: Adam Mathews

TITLE: Division VP



BOND CONTINUATION CERTIFICATE

September 12, 2025

DISTRICT NO.: 6450

ISSUING CARRIER: Travelers Casualty and Surety Company of America

PRINCIPAL: Waste Connections of Florida, Inc.
Attn: District Manager
1099 Miller Rd
Altamonte Springs, FL 32701

It is agreed that the bond mentioned below hereby continues in force for the new term mentioned below, subject to all the covenants and conditions of the original bond referred to below.

This continuation is issued upon the express condition that the liability under said bond and all continuations thereof shall not be cumulative and shall in no event exceed the total sum referenced below.

BOND TYPE: Annually Renewable Performance Bond
BOND DESCRIPTION: Solid Waste Disposal Services
OBLIGEE: City of Pembroke Pines
BOND AMOUNT: \$6,469,752.38
BOND NUMBER: 107 879 830

NEW TERM

EFFECTIVE DATE: 10/1/2025
EXPIRATION DATE: 10/1/2026

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

BY: 

Maria Rufino, Attorney-In-Fact



3620 American River Drive, Suite 125 / Sacramento, CA 95864 / (916) 971-8844 / NFP.com

For informational purposes only. This document does not amend, extend, or alter coverage. Please refer to any actual policy(s) for specific terms, conditions, limitations, and exclusions. P&C Insurance Services provided through NFP Property & Casualty Services, Inc.. Doing business in California as NFP Property & Casualty Insurance Services, Inc. (License # OF15715). LA&H Insurance Services provided through NFP Corporate Services (NY), LLC. Doing business in California as NFP Corporate Insurance Services, LLC (License # OF44161). Both entities are subsidiaries of NFP Corp. (NFP).



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

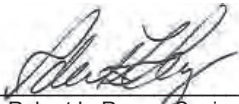
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Maria Rufino** of **SACRAMENTO, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **September**, **2025**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On September 12, 2025 before me, Donna Marie Borja, Notary Public
(insert name and title of the officer)

personally appeared Maria Rufino,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Donna Marie Borja (Seal)



Enhanced Commercial Umbrella Liability Policy

policy will apply excess of the “other insurance” and will not contribute with such “other insurance”. This provision will not apply if the “other insurance” is written to be excess of this policy.

- **Premium**

The first “Named Insured” shown in the Declarations will be responsible for payment of all premiums when due.

The premium stated in the Declarations is a flat premium. It is not subject to adjustment except as provided herein or as changed by an endorsement to this policy issued by us.

- **Separation of “Insureds”**

Except with respect to the Limits of Insurance, the “retained limit”, and any rights or duties specifically assigned to the first “Named Insured”, this insurance applies:

1. As if each “Named Insured” were the only “Named Insured”; and
2. Separately to each “insured” against whom claim is made or “suit” is brought.

- **Titles**

The titles to the various parts, sections, subsections and endorsements of this policy are intended solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections and endorsements.

- **Transfer of Rights of Recovery Against Others to Us**

1. If the “insured” has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. Subject to paragraph 3. below, the “insured” must do nothing to impair them. At our request, the “insured” will bring “suit” or transfer those rights to us and help us enforce them.
2. Any amount recovered will be apportioned in the inverse order of payment of “loss” to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.
3. If you waive any right of recovery against a specific person or organization for damages as required under an “insured contract”, we will also waive, to the same extent, such right of recovery we may have against such person or organization provided that the “bodily injury” or “property damage” occurs subsequent to the execution of the “insured contract”.

- **Unintentional Failure to Disclose**

Your failure to disclose all hazards or prior “occurrences” existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior “occurrences” is not intentional.

- **When “Loss” is Payable**

Coverage under this policy does not apply to a given claim unless and until:

1. The “insured” or “insured's” underlying insurer has become obligated to pay the “retained limit” and
2. The obligation of the “insured” to pay the “loss” in excess of the “retained limit” has been determined by a final settlement or judgment or written agreement among the “insured”, claimant and us.

VII. DEFINITIONS

- **“Adverse media coverage”** means national or regional news exposure in television, radio, print or Internet media that is reasonably likely to have a negative impact on the “insured” with respect to its income, reputation, community relations, public confidence or good will.



BOND CONTINUATION CERTIFICATE

September 12, 2024

DISTRICT NO.: 6450

ISSUING CARRIER: Travelers Casualty and Surety Company of America

PRINCIPAL: Waste Connections of Florida, Inc.
Attn: District Manager
1099 Miller Rd
Altamonte Springs, FL 32701

It is agreed that the bond mentioned below hereby continues in force for the new term mentioned below, subject to all the covenants and conditions of the original bond referred to below.

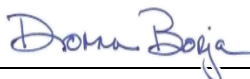
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TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

BY: 

Donna Borja, Attorney-In-Fact



3620 American River Drive, Suite 125 / Sacramento, CA 95864 / (916) 971-8844 / NFP.com

For informational purposes only. This document does not amend, extend, or alter coverage. Please refer to any actual policy(s) for specific terms, conditions, limitations, and exclusions. P&C Insurance Services provided through NFP Property & Casualty Services, Inc.. Doing business in California as NFP Property & Casualty Insurance Services, Inc. (License # OF15715). LA&H Insurance Services provided through NFP Corporate Services (NY), LLC. Doing business in California as NFP Corporate Insurance Services, LLC (License # OF44161). Both entities are subsidiaries of NFP Corp. (NFP).



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

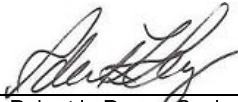
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Donna Borja** of **SACRAMENTO, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

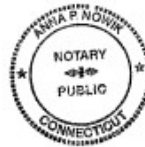
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12 th** day of **September**, **2024**.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

On September 12, 2024 before me, Lisa Betancur, Notary Public
(insert name and title of the officer)

personally appeared Donna Borja
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Bond No. 107 879 830
Premium \$29,114.00

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Waste Connections of Florida, Inc., as Principal, and Travelers Casualty and Surety Company of America, a corporation duly organized under the laws of the state of Connecticut and licensed to do business in the State of Florida, as Surety, are held and firmly bound unto City of Pembroke Pines (Obligee), in the penal sum of Six Million Four Hundred Sixty Nine Thousand Seven Hundred Fifty Two and 38/100 (\$6,469,752.38) Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee for Solid Waste Disposal Services

and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from October 1, 2023, until October 1, 2024, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 5th day of September, 2023.

Principal: Waste Connections of Florida, Inc.

Samantha Garden
(Witness) Samantha Garden

By: Matthew S. Black
Senior Vice President and Chief Accounting Officer
Surety: Travelers Casualty and Surety Company of America

SEE ATTACHED NOTARY ACKNOWLEDGMENT
(Attest)

By: David W. Garese, Attorney-In-Fact



NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

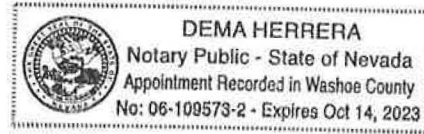
State of Nevada
County of Washoe

On Sept 5, 2023 before me, Demá Herrera (insert name and title of the officer), personally appeared David William Garesse, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DAVID W GARESE** of **SACRAMENTO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **September**, **2023**.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**AGREEMENT BY AND BETWEEN THE CITY OF PEMBROKE PINES, FLORIDA
AND WASTE CONNECTIONS OF FLORIDA, INC. FOR SOLID WASTE
DISPOSAL SERVICES**

THIS AGREEMENT (“Agreement”), dated August 30, 2023, is entered into by and between the City of Pembroke Pines, a Florida municipal corporation with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 (hereinafter referred to as “CITY”), and Waste Connections of Florida, Inc., a for-profit corporation authorized to do business in Florida, with a business address of 1099 Miller Road, Altamonte Springs, Florida 32701 (“Contractor”). City and Contractor shall be collectively referred to herein as “Parties” and individually as “Party”.

WHEREAS, the City’s Agreement with Broward County for Solid Waste Disposal Services expires September 30, 2023; and,

WHEREAS, Broward County is requiring the City to execute a Second Amendment for Solid Waste Services on or before September 1, 2023, in order to continue to utilize the Broward County Interlocal Agreement for Solid Waste Disposal Services after September 30, 2023; and,

WHEREAS, the Second Amendment for Solid Waste Services would require the City to use those disposal services until July 2, 2028; and,

WHEREAS, the City believes that it is in the best interests of the residents and businesses to provide more flexibility in the commitment of its solid waste to facilitate its ongoing review of alternative solutions to waste disposal; and,

WHEREAS, Section 35.18(C)(8), City Code of Ordinances, provides an exception to the City’s procurement requirements for best interest of the City; and,

WHEREAS, the best interests of the City are to enter into the Agreement with Contractor based upon the following factual findings:

- a. The City’s current Interlocal Agreement with Broward County for solid waste disposal expires September 30, 2023;
- b. The City is required to advise Broward County no later than September 1, 2023, whether it intends to enter into a Second Amendment for Solid Waste Disposal, which would require the City to agree to a five-year term, through July 2, 2028;
- c. The current provision in the ILA wherein Wheelabrator covers any additional transportation and tipping costs at the Alternate Disposal Facility for processable waste above 725,000 tons ended on June 30, 2023, and it will no longer be responsible for the cost of transporting waste to the Alternate Disposal Facility, which is an unknown cost to the City for future periods which could affect residential and commercial customer rates.
- d. If the City entered into the Second Amendment, the City would have to give its written notice to the County prior to October 2026 on its intent not to renew, or the ILA would be renewed again through July 2033.
- e. The City Administration has been able to negotiate terms with Contractor that are more favorable for the City, including a lower rate for commercial solid waste

- disposal and a shorter term; and,
- f. The Agreement with Contractor would enable the City to provide the same services to its residents and businesses at a comparable or, in the case of commercial disposal services, a lower rate and with a term that is more favorable in that the City can continue to explore legally available disposal options to implement in the future; and,

WHEREAS, Contractor and the City desire to enter into this Agreement to provide for the disposal of Solid Waste, Bulk Trash, Yard Trash, Commingled Waste and Construction and Demolition Debris generated within the municipal boundaries of the City and to set forth how the Disposal Services will be provided; and

WHEREAS, the City has determined that it is beneficial and in the best interests of the public to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, Contractor and the City do hereby agree as follows:

ARTICLE 1
INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Agreement shall constitute the entire Agreement. Disposal Services shall mean the acceptance by Contractor of all Solid Waste delivered to its facilities by the City's Solid Waste Disposal Collection Contractors. The Disposal Services is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.
- 1.3 Contractor acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 2
DEFINITIONS

For the purpose of this Agreement, the definitions in this Article shall apply, unless otherwise specifically stated. To the extent that any definition contained herein conflicts with any similar definition contained in any federal, state, or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require Contractor to undertake any conduct that is prohibited by Applicable Law.

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

Biological Waste The term has the meaning given in Section 403.703, Florida Statutes, as

may be amended from time to time

Biomedical Waste The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time

Bulk Trash means any non-vegetative item that cannot be containerized, bagged or bundled, or whose large size or weight precludes its handling, processing, or disposal by normal methods.

City means the City of Pembroke Pines, Florida.

City Commission or Commission means the City Commission of the City of Pembroke Pines, Florida.

Code means the Code of Ordinances of the City of Pembroke Pines, Florida.

Commencement Date means the date services in this Agreement shall commence, which shall be October 1, 2023.

Commingled Waste means a commingled waste stream of Bulk Trash, C&D Debris, and Yard Trash.

Construction and Demolition Debris or C&D Debris The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Contract means this Agreement, including all exhibits, attachments, and other documents that are expressly incorporated by reference, between the City and the Contractor, governing the provision of services as defined in this Agreement.

Contract Administrator means the person designated by the City to act as City's representative during the term of this Agreement.

Contractor means Waste Connections of Florida, Inc.

Contractor-Generated Waste means Bulk Trash, C&D Debris, or Yard Trash generated by builders, building contractor, privately employed tree trimmers and tree surgeons, landscape services, lawn or yard maintenance services, and nurseries.

Day means one calendar day.

Designated Disposal Facility means the solid waste management facility designated in this Agreement as the final delivery location for the City's Materials, being JED Landfill or other properly permitted landfill.

Designated Receiving Facility(ies) means the facilities designated in this Agreement at which Materials are received by the Contractor.

Effective Date means the date this Agreement has been executed by both the City and the

Contractor.

E-Waste means end-of-life or discarded electronic devices and component parts. For the purposes of the Contract, E-Waste includes computers, monitors, laptops, mice, printers, televisions, DVD, Blue Ray, CD or VCR players, copiers, fax machines, cell phones, chargers, rechargeable batteries, scanners, keyboards, stereos, speakers, or similar electronic products.

Force Majeure shall mean any event or condition having a material and adverse effect on the rights, duties and obligations of a party to the Contract that is beyond the reasonable control, and not the result of willful or negligent action or omission or a lack of reasonable diligence, of the party relying thereon as justification for not performing. Such events or conditions may include, but shall not be limited to: an act of God, epidemic, hurricane, earthquake, fire, explosion, storm, flood or similar occurrence, an act of war, effects of nuclear radiation, blockade, insurrection, riot, labor unrest (other than with respect to employees of the party claiming relief), civil disturbance, restraint of government or people or similar occurrences. In any event, Force Majeure shall not include the following:

- a) the failure of any subcontractor or any supplier to furnish labor, services, materials or equipment, unless caused by an event of Force Majeure;
- b) the suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval relating to the operation of a legally permitted disposal facility which is the result of any action or inaction or failure of compliance by Contractor or any affiliate;
- c) any change in law (other than to the extent that Contractor's physical ability to process Solid Waste is eliminated due to a change in law);
- d) loss or unavailability of personnel desired by Contractor to operate or maintain a legally permitted disposal facility;
- e) wear and tear or obsolescence of any parts or equipment; or
- f) except as a result of an independent event of Force Majeure, the loss of or inability to obtain or retain any utility services, including water, sewer, fuel oil, gasoline and electric power necessary for the operation of a legally permitted disposal facility.

Ground Level at the same level as the ground.

Hazardous Waste The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Holidays means designated holidays on which the Contractor shall not be required to provide service. Holidays shall only mean Christmas Day unless additional holidays are approved by the Contract Administrator.

Household Hazardous Waste or HHW means household products that contain corrosive, toxic, ignitable, or reactive ingredients, including but not limited to, paints, cleaners, oils, batteries, and pesticides, or other household materials that contain potentially hazardous ingredients, and that require special care for disposal.

Material(s) means Solid Waste or Bulk Trash or C&D Debris or Yard Trash or Commingled Waste or any combination thereof collected by the City. "Material(s)" excludes Unacceptable

Waste.

Recyclable Materials or Recyclables The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Sludge The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Solid Waste The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time. For the purposes of this Contract, Solid Waste shall not include Unacceptable Waste, Sludge or Recyclables.

Solid Waste Collection Contractor(s) means Solid Waste collection and hauling companies hired by the City, at the City's sole cost and expense, to collect and haul Solid Waste to the Designated Receiving Facilities.

Special Wastes The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time, not including, White Goods, Yard Trash, & C&D Debris.

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

Unacceptable Waste means Biological Waste, Biomedical Waste, Hazardous Waste, Special Wastes, sludge, waste tires, used oil, or lead acid batteries.

White Goods The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Yard Trash means vegetative matter resulting from landscaping maintenance and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, tree branches and other similar matter. Yard Trash includes Christmas trees, but does not include Contractor-Generated Waste.

ARTICLE 3 **DISPOSAL SERVICES**

- 3.1 *Contractor services.* Contractor shall provide the Disposal Services to the City. Contractor shall accept and weigh all Materials delivered by the City for disposal at the Designated Receiving Facility during the term of, and in accordance with, this Agreement.
- 3.2 *Delivery of Materials.* Beginning on the Commencement Date, the City and the City's Solid Waste Collection Contractors shall deliver all the Materials collected (pursuant to the hauling agreements between the City with Waste Pro of Florida, Inc. and the City with Eastern Waste Systems, Inc.) by the City and the City's Solid Waste Collection Contractors to the Designated Receiving Facility. The City makes no assurances or guarantees regarding the quantity of Material that will be delivered to the Designated Receiving Facility.

- 3.3 *Weighing Materials.* The Designated Receiving Facility shall be equipped with adequately sized, legal-for-trade accurate truck scales and computerized recording keeping systems for weighing and recording all incoming City delivery vehicles and Materials delivered. Such scales shall be inspected and approved for use prior to placing them into service. The truck scales shall be regularly maintained, and recalibrated and certified at least annually during the Initial Term and any Renewal Terms of this Agreement, in accordance with the requirements of the Florida Department of Agriculture.

The Contractor shall weigh all City delivery vehicles transporting Material that enter the Designated Receiving Facility, record such weights separate from all other materials, and generate reports of incoming Material as required herein or requested by the City. The Contractor may use tare weights. If the Contractor chooses to use tare weights, all tare weights, including vehicles, compactors, and containers, must be recalibrated at least every sixty (60) calendar days and reported to the Contract Administrator monthly.

- 3.4 *Turn-Around Times.* The Designated Receiving Facility shall be operated to facilitate time efficient delivery vehicle access during operations. The delivery vehicle turn-around time from vehicle's arrival at the Designated Receiving Facility site entrance to vehicle's exit from the Designated Receiving Facility site shall not exceed twenty-five (25) minutes. Delays in turn-around time (i) caused by equipment failure not due to the negligence of the Contractor or (ii) due to the fault of the City's delivery vehicle shall be excluded. Upon twenty-four hours' advance notice, Contractor shall provide the City with access to its records to verify delivery vehicle turn-around times.
- 3.5 *Title to Materials.* Upon acceptance of the Materials at the Designated Receiving Facility, the Contractor shall own all of the Materials and shall be responsible for transportation, processing and disposal, including all costs thereof, of all of the Materials in accordance with all applicable local, state and Federal Law. Title to and liability for Unacceptable Waste shall remain with the City.
- 3.6 *Final Disposal.* If the Designated Receiving Facility is not also a disposal facility, the Contractor shall legally process the Materials at the Designated Receiving Facility and transport and deliver the Materials to the legally permitted Designated Disposal Facility.
- 3.7 *Daily Tickets.* On a daily basis, the Contractor shall provide the City, or the City's respective Solid Waste Collection Contractors, with the preceding day's weigh tickets electronically.
- 3.8 *Monthly Reports.* Prior to the fifteenth (15th) day of each month during the term of this Agreement, the Contractor shall submit a report electronically to the Contract Administrator, in a format approved by the City, that provides the total tonnage of Material received at the Designated Receiving Facility during the previous month, as well as a breakdown by delivery date and time, vehicle number, type of material, and Tons. If applicable, the report shall include any tonnage diverted from disposal by the Contractor. Upon request by the City, Contractor shall provide any additional

information or reports necessary for the City to manage this Agreement or the City's Materials disposal program.

ARTICLE 4 **TERM OF AGREEMENT**

- 4.1 *Initial Term.* This Agreement shall take effect upon the Effective Date, and beginning upon the Commencement Date (October 1, 2023) shall continue for a three-year period of time ("Initial Term"), unless renewed pursuant to Article 4.2 or terminated earlier pursuant to Article 9.
- 4.2 *Renewals.* This Agreement may be renewed for additional one-year renewal terms ("Renewal Term") upon mutual agreement by the parties, evidenced by a written amendment to this agreement.
- 4.3 *Termination and extension.* This Agreement may only be terminated as provided in Article 9 of this Agreement. In the event that this Agreement is terminated as a result of Contractor's default or City's default not due to City's non-payment, or is otherwise set to expire, City shall have the right to an extension of Disposal Services for up to 180 days provided that the City specifies the desired length of the extension in the termination letter, or extension request letter, transmitted to Contractor. The remunerations to be paid to the Contractor during this extension period shall be based upon the Disposal Service Charges in effect at the time of such termination or expiration, which shall be adjusted as provided herein as if the term extended through the extension period. Notwithstanding any language herein to the contrary, City and Contractor retain their rights during any such extension to seek damages for material breach or material default of this Agreement by either party.

ARTICLE 5 **SERVICE CHARGE**

- 5.1 *Disposal Services Charge.* The per ton Disposal Services Charges, for Disposal Services provided by the Contractor for Solid Waste, Bulk Trash, Yard Trash, Commingled Waste and Construction and Demolition Debris at the following Designated Receiving Facilities, effective October 1, 2023, shall be:
- 5.1.1 \$55.00 per ton at the Deerfield Beach Recycling and Transfer Facility
- 5.1.2 \$61.81 per ton at the Pembroke Park Recycling and Transfer Facility.
- 5.2 *Disposal Services Charge adjustments.* The initial rates as more specifically described in Section 5.1 above, shall remain firm for an initial period of one year, ending on September 30, 2024 at 11:59 PM. On October 1st 2024, and annually thereafter, the per ton rates shall be automatically increased according to the annual Consumers Price Index for All Urban Consumers (CPI/U), Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CUSR0000SEHG – “Water and Sewer and Trash Collection Services” in U.S. city average for the annual change for the month of April or 5%, whichever is less but not less than zero.

5.3 *Most favored pricing and material terms.*

5.3.1 In the event that Contractor subsequently enters into a contract for a term of more than twelve (12) months (including renewal and option periods) for the processing and/or disposal of another Broward County governmental entity's waste (or a private entity that has been delegated to provide processing and/or disposal for all or substantially all of the solid waste generated within a Broward County governmental entity's jurisdiction) at the specific Designated Receiving Facilities (an "Eligible Contract"), Contractor shall provide the City with a copy of the Eligible Contract within sixty (60) Days of execution thereof. If the City determines that the Eligible Contract includes a net disposal charge that is less than the disposal services fee set forth herein, the City may provide written notice to the Contractor of the City's determination, and, if the City does so, the disposal service fees shall automatically be reduced to the net disposal charge set forth in the Eligible Contract, and such change to be effective retroactive to the effective date of the Eligible Contract. Thereafter, the parties shall proceed under this Agreement in accordance with the lower net disposal charge (subject to annual adjustments provided herein).

5.3.2 For the purposes of clarification, the "net disposal charge" offered under the Eligible Agreement will be the original actual per-ton cost to the counterparty to the Eligible Agreement, and shall be determined net of any costs (e.g., pass-throughs etc.) paid by such counterparty or economic benefits (e.g., signing bonus, revenue sharing, other credits etc.) received by such counterpart, except for such economic benefits that are as a result of Contractor operating a Designated Receiving Facility or Designated Disposal Facility in such counterparty's jurisdiction.

5.4 *Payment procedure.*

5.4.1 Each month, Contractor shall calculate the amount of Disposal Service Charges owed to the Contractor for Disposal Services based on the provisions of this Agreement and shall submit an invoice, within 15 days after each operating month, to the City or the City's respective Solid Waste Collection Contractors. The invoice shall be due within 30 days of receipt and each invoice shall be in a form acceptable to the City and shall detail the total monthly fees due to the Contractor for services rendered. Invoices shall be submitted to the following entities, as may be amended from time to time, for the following waste streams as identified below:

5.4.1.1 City for Residential Solid Waste

5.4.1.2 Waste Pro of Florida, Inc. for Commercial Waste

5.4.1.3 Eastern Waste Systems, Inc. for Bulk Trash and/or Yard Trash

5.4.2 If the City, or the City's respective Solid Waste Collection Contractors, in good faith, disagrees with the amount stated in the invoice, the City, or the City's respective Solid Waste Collection Contractors, shall notify the Contractor of such dispute. The City, or the City's respective Solid Waste Collection Contractors, shall make payment to Contractor of undisputed invoiced amounts

within 30 days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within 45 days of receipt of the invoice, the parties shall resolve the dispute in a manner permitted by Florida law. The existence of a dispute shall not delay payment of undisputed amounts to Contractor, or relieve Contractor of its obligations to City under this Agreement. If the City or the City's Solid Waste Collection Contractors do not pay the amounts due to Contractor when due, Contractor shall notify the City and the City's Solid Waste Collection Contractor and if payment is not made within 15 days of notice, Contractor may discontinue the delivery/acceptance of any materials until such past due invoices are paid. City agrees to require City's Solid Waste Collection Contractors to, if requested by the Contractor, provide a reasonable payment bond for the Disposal Service Charges.

- 5.5 City agrees to pay Contractor for the Disposal Services in the amounts set forth herein for work actually performed and completed pursuant to this Agreement, which amounts shall be accepted by Contractor as full compensation for all such work. It is acknowledged and agreed by Contractor that such amounts are the maximum payable and constitute a limitation upon City's obligation to compensate Contractor for its services related to this Agreement. These amounts, however, do not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the City's communications and negotiations with Contractor and this Agreement. No amount shall be paid to Contractor to reimburse its expenses.

ARTICLE 6 **OPERATION OF FACILITIES**

- 6.1 *Personnel and equipment requirement.* Contractor shall provide, at its sole expense, all necessary personnel, materials and equipment for the operation, maintenance and repair of the Designated Receiving Facilities, and shall be responsible for all aspects of management, operations and maintenance of the Designated Receiving Facilities.
- 6.2 *Designated Receiving Facility.* Contractor shall accept all Materials delivered to the Designated Receiving Facility by the City.
- 6.2.1 The Designated Receiving Facility for Residential Waste, Commercial Waste (as these terms are defined in the hauling agreements with the City's Solid Waste Collection Contractors) and Construction and Demolition Debris shall be the Deerfield Beach Recycling and Transfer Facility located at 1751 S.W. 43rd Terrace, Deerfield Beach, FL 33442.
- 6.2.2 The Designated Receiving Facility for Bulk Trash and Yard Trash shall be the Pembroke Park Recycling and Transfer Facility located at 1899 S.W. 31st Street, Pembroke Park, FL 33009.
- 6.2.3 The City, in its sole discretion, may however deliver any Solid Waste, Bulk Trash, Yard Trash, Commingled Waste and Construction and Demolition Debris

to either of the two Designated Receiving Facilities listed above, with the caveat that only a maximum, not to exceed, of 2,000 tons per month may be delivered to the Pembroke Park Recycling and Transfer Facility, unless otherwise approved by Contractor.

- 6.2.4 Either Designated Facility may be replaced by the Contractor with a different facility, subject to the City's prior written approval, which approval shall be in the City's sole discretion. In the event Contractor replaces a Designated Receiving Facility with a Designated Receiving Facility that is further from the intersection of Pines Boulevard and Flamingo Road than the current Designated Facilities, Contractor shall reimburse the City for any incremental costs the City incurs for transportation of the Materials, either directly or indirectly, due to replacement of a Designated Receiving Facility. In lieu of Contractor's reimbursement, the City shall have the right, in its sole discretion, to offset the Disposal Services Charge due with the additional transportation costs the City incurs due to replacement of the Designated Receiving Facility based on the provision of reasonable documentation supporting the additional transportation costs.

6.3 *Alternate Designated Receiving Facility.*

- 6.3.1 In the event a Designated Receiving Facility is rendered incapable, for any reason including Force Majeure, to receive the Materials for any length of time, Contractor shall immediately, but in no event more than 24 hours thereafter, provide the City with an alternate designated receiving facility, subject to City's written approval (which shall not be unreasonably withheld), where the City shall be required to deliver the Materials ("Alternate Designated Receiving Facility"). If Contractor fails to provide the City with an Alternate Designated Receiving Facility within 24 hours of incapacity of the Designated Receiving Facility, City may dispose of the Materials at any receiving or disposal facility, and Contractor shall be responsible for any incremental costs the City incurs, including but not limited to collection, disposal and transportation of the Materials. In lieu of Contractor's reimbursement, the City shall have the right, in its sole discretion, to offset the additional costs against the Disposal Services Charge.

- 6.3.2 In the event that a Designated Receiving Facility is rendered incapable to receive the Materials for any length of time for any reason except for Force Majeure or the negligence or intentional misconduct of City, Contractor shall reimburse the City for the costs incurred by the City for any incremental tipping charge amount paid at an Alternate Designated Receiving Facility that exceeds the Disposal Services Charge, and for any incremental costs for collection, disposal and transportation of the Materials to such facility necessitated by the incapacity of Contractor's Designated Receiving Facility. In lieu of Contractor's reimbursement, the City shall have the right, in its sole discretion, to offset the Disposal Services Charge for the additional disposal costs incurred due to the unavailability of Contractor's Designated Receiving Facility.

- 6.3.3 In the event that a Designated Receiving Facility is rendered incapable to receive the Materials for any length of time due to Force Majeure or the negligence or

intentional misconduct of City, the City shall not receive any reimbursement for any additional tipping charge paid at the Alternate Designated Receiving Facility or transportation costs necessitated by the incapacity of Contractor's Designated Receiving Facility for a period of 90 days from the conclusion of the event.

- 6.4 *Dates and hours of operation.* Contractor shall keep its Designated Receiving Facilities open for the receipt of the Materials from the City from 6:00 a.m. to 6:00 p.m., Monday through Friday, and from 6:00 a.m. to 3:00 p.m. on Saturday, during every day of the year, excluding Christmas and Sundays. To the extent permitted by law and to the extent that capacity is available, Contractor shall use all reasonable efforts to keep the Designated Receiving Facilities open for additional hours to accept Materials, if requested by the City. No changes in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.
- 6.5 *Good working order requirement.* Contractor shall operate and maintain its Designated Receiving Facilities, including the sites, site roadways, facility scales and tipping floors, in good working order, and shall timely make all necessary repairs and replacements, consistent with the prevailing practices and standards in the waste disposal industry, and consistent with all Applicable Law. The Designated Receiving Facilities shall be accessible via an unobstructed paved and improved roadway on Ground Level. Contractor shall monitor and maintain surface conditions of the entrance and egress to a Designated Receiving Facility to mitigate potholes, flooding, or any other obstacles that may cause excessive wear and tear to the vehicles delivering Materials to the facility.
- 6.6 *Unacceptable Waste.*
- 6.6.1 The City shall institute reasonable procedures to prevent the delivery to the Designated Receiving Facility of Unacceptable Waste by the City. To the extent such procedures would affect the operation of the Designated Receiving Facility; such procedures shall be reasonably acceptable to the Contractor.
- 6.6.2 The Contractor shall cooperate with the City in connection with all matters regarding Unacceptable Waste under this Agreement.
- 6.6.3 If Unacceptable Waste is found within a load of Material delivered by the City or its agents to a Designated Receiving Facility, the Contractor shall immediately inform the Contract Administrator of the delivery location, vehicle number, date, time, and estimated quantity and type of Unacceptable Waste. The Contractor is responsible for properly isolating, containerizing, and disposing of such Unacceptable Waste in accordance with all Applicable Laws governing such waste. If the Contractor has reasonably documented that such Unacceptable Waste was delivered by or on behalf of the City, the cost of managing and disposing of such Unacceptable Waste shall be borne by the City.
- 6.7 *Site Inspections.* The City shall have the right, during the Contractor's hours of operation, to inspect both the operating and maintenance practices of the Designated Receiving Facility or Designated Disposal Facility. The Contractor shall reasonably

accommodate the City's inspection rights described herein, provided it does not create a safety hazard. The City shall notify the Contractor at least 24 hours prior to an inspection.

- 6.8 *Legally Permitted Disposal Facilities.* Prior to Contractor's use of any disposal facility in the performance of this Agreement, Contractor shall provide the City with documentation that the disposal facility to be utilized is legally permitted.
- 6.9 *Safety.* Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Disposal Services. Contractor shall comply with the applicable rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56), the Florida Department of Environmental Protection regarding environmental safety, the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments, and all other laws and regulations applicable to the services provided. Contractor shall take all reasonable precautions and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all City and Contractor employees on the Designated Receiving Facility site and all other persons who may be affected thereby, (ii) all materials and equipment incorporated therein and City equipment that enter the Designated Receiving Facility site, and (iii) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways medians, structures and utilities.

ARTICLE 7 **CONDITIONS PRECEDENT**

Prior to Contractor's commencement of Disposal Services pursuant to this Agreement, Contractor shall deliver to City, in a form acceptable to the City in its reasonable discretion, the following documents within 15 days of execution of this Agreement:

- a) A fully executed annually renewable Performance Bond or Unconditional Irrevocable Letter of Credit, in a form acceptable to the City, in a face amount equal to one hundred percent (100%) of the annual Agreement amount utilizing Calendar Year 2022 tonnage figures (\$6,469,752.38), as surety for Contractor's faithful performance under the terms and conditions of this Agreement; and
- b) All certificates for required insurance.

ARTICLE 8 **LIQUIDATED DAMAGES**

It is the intent of the City to ensure that the Contractor provides a quality level of Disposal Services. The City and Contractor acknowledge and agree that it is impossible to precisely determine the amount of damages that would be incurred by the City due to Contractor's breach, including the circumstances described in this Article for which the Contractor would otherwise be liable. Accordingly, Contractor acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement, and Contractor agrees that the liquidated damages below are reasonable under the

circumstances and do not constitute a penalty. Accordingly, the following shall constitute liquidated damages, not penalties, that the City may assess against the Contractor, and may deduct from any monies due or which may become due to the Contractor, for failing to comply with requirements of this Agreement. Contractor shall cure all service failures immediately or within any time limits set forth in this Agreement, regardless of whether liquidated damages are assessed.

1. Failure to accept Solid Waste during scheduled receiving hours.	\$1,000 per unaccepted load following receipt of written notice and opportunity to cure
2. Failure to provide a daily average delivery vehicle turnaround time that does not exceed 25 minutes.	\$100 per day following receipt of written notice and opportunity to cure
3. Failure to submit timely records and reports.	\$100 per calendar day late following receipt of written notice and opportunity to cure
4. Failure of Contractor to comply with any other provision of this Agreement related to Disposal Services that is not listed above.	\$100 per day following receipt of written notice and opportunity to cure

The City must make each claim for liquidated damages within 30 days following the failure at issue by delivering written notice to Contractor describing the failure(s); otherwise, the claim shall be waived as to those failure(s).

ARTICLE 9
DEFAULT AND TERMINATION

9.1 *Termination for Cause.* In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in this Agreement, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract. In the event City fails to make payment to Contractor as required under this Agreement, and such payment has not been remedied within 45 days after receipt of notice non-payment, the Contractor may, if such payment breach is continuing, terminate this Agreement upon 60 days written notice to the City of the intent to terminate. In no event, however, shall Contractor be excused from providing the Disposal Services unless and until the Agreement is effectively terminated.

9.2 *Non-appropriation of Fund.* The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period, regardless of Agreement

term, is subject to appropriation of funds, unless otherwise authorized.

ARTICLE 10
INSURANCE

- 10.1. CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from the failure of the Contractor to take out and maintain insurance as required under this Agreement.
- 10.2. CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONTRACTOR has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Insured, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Insured.
- 10.3. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- 10.4. Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the City in case of cancellation in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the Contractor or their insurance broker must agree to provide notice.
- 10.5. Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least thirty (30) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall

neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

10.6. **Required Insurance.** CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ 10.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
1. Each Occurrence Limit - \$1,000,000
 2. Fire Damage Limit (Damage to rented premises) - \$100,000
 3. Personal & Advertising Injury Limit - \$1,000,000
 4. General Aggregate Limit - \$2,000,000
 5. Products & Completed Operations Aggregate Limit - \$2,000,000

Aggregate Reduction: CONTRACTOR shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ 10.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt

CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

- ✓ 10.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- ✓ 10.6.4 Umbrella/Excess Liability Insurance in the amount of \$5,000,000. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ 10.6.5 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$5,000,000 per wrongful act. Coverage shall include: Contractor's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of ten (10) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the City. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The City's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✗ 10.6.6 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well

as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- * 10.6.7 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- * 10.6.8 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- * 10.6.9 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- * 10.6.10 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

10.7. REQUIRED ENDORSEMENTS.

- 10.7.1. The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 10.7.2. Waiver of all Rights of Subrogation against the CITY.
- 10.7.3. Thirty (30) Calendar Day Notice of Cancellation or Non-Renewal to the CITY.
- 10.7.4. CONTRACTOR's policies shall be Primary & Non-Contributory.

- 10.7.5. All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.
- 10.7.6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.
- 10.8. Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.
- 10.9. The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- 10.10. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in Section 7, herein.

ARTICLE 11
LIABILITY

- 11.1 Subject to Article 11.2 below, the City and the Contractor shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement. Nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity protection under Section 768.28, Fla. Stat.
- 11.2 To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion and termination of the Agreement.

- 11.3 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 11.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CITY.
- 11.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
- 11.6 City hereby additionally agrees to request City's Solid Waste Collection Contractors defend, indemnify and hold harmless Contractor from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract/Franchise, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from City's Solid Waste Collection Contractors 's negligence or intentional misconduct arising directly or indirectly from its delivery of waste to a Designated Facility. Additionally, the City agrees to request the City's Solid Waste Collection Contractors to provide a certificate of insurance evidencing appropriate insurance outlined herein naming Contractor as an additional insured.

ARTICLE 12 **FORCE MAJEURE**

In the event of an occurrence of a Force-Majeure rendering either party unable to perform, or delaying either party from performing in accordance with this Agreement, such inability or delay shall be excused at any time during which compliance with this Agreement is prevented by such event and during such period thereafter as may be reasonably necessary for the party to correct the adverse effect of the Force Majeure. Both parties shall use their best efforts to remedy the cause(es) of any event of Force Majeure and shall cooperate with each other in such efforts. The non-performing party shall diligently attempt to mitigate any such circumstance and shall notify the other party of the extent and anticipated duration of non-performance. In addition to finding and notifying the City of an Alternate Designated Receiving Facility in the event Force Majeure renders the Designated Receiving Facility incapable of receiving the City's Materials, Contractor commits to use all reasonable efforts to reconstruct all or part of the Designated Receiving Facility, which may be physically damaged by an event of Force Majeure should such reconstruction be practicable, commercially and otherwise.

ARTICLE 13 **WASTE DIVERSION**

The City does not currently have plans to separate Commingling Waste during the collection process. During the Term of this Agreement, for the purpose of waste diversion the City may consider modifying its current program to provide for segregated Solid Waste and Recyclables or Bulk Trash and Yard Trash. In the event the City modifies its program to separate Commingled Waste into Solid Waste and Recyclables or Bulk Trash and Yard Trash

processing, Contractor agrees to meet with the City to negotiate in good faith such modification to the City's program.

ARTICLE 14
MISCELLANEOUS

- 14.1 *Joint preparation.* The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 14.2 *Merger/Amendment.* This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.
- 14.3 *Assignment.* Except as provided herein, the Contractor may not assign its obligations as set forth in this Agreement without the prior written consent of the City. The Contractor may (i) without the consent of the City, (a) assign or pledge Contractor's interest in this Agreement in connection with any financing or re-financing activity or (b) assign this Agreement to another affiliate of Contractor (provided that the City shall have the right to request a parent company guaranty); and (ii) with the consent of the City, which may be withheld in City's sole discretion, assign this Agreement in connection with a sale or assignment of its interest in the Designated Receiving Facility, provided that Contractor can reasonably demonstrate that the assignee has a financial strength which is equal to or better than that of Contractor at the time of the proposed assignment. This Agreement shall be binding on any and all successors to Contractor.
- 14.4 *Non-Discrimination & Equal Opportunity Employment.* During the performance of the Agreement, neither Contractor nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Contractor further agrees that Contractor will ensure that subcontractors, if any, will be made aware of

and will comply with this nondiscrimination clause.

14.5 *Binding Authority.* Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.6 *Public Records.* Contractor agrees to comply with all of the requirements of the Florida Public Records Act. The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, Waste Connections of Florida, Inc. shall:

14.1.1 Keep and maintain public records required by the CITY to perform the service;

14.1.2 Upon request from the CITY's custodian of public records, 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;

14.1.3 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, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after Contractor transfers the records in its possession to the CITY; and

14.1.4 Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor 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.

14.1.5 The failure of Contractor 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 in Article 9.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026**

(954) 450-1050
mgraham@ppines.com

- 14.7 *Audit and inspection rights and retention of records.* During normal business hours, City shall have the right to audit the books, records and accounts of Contractor that document and substantiate Contractor's performance under this Agreement. Contractor shall keep such books, records, and accounts reasonably required to document and substantiate Contractor's performance under this Agreement, including, but not limited to, records concerning calibration of the motor truck scales and the monthly reports required under Article 3.7.

Contractor shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless litigation involving this Agreement or the Disposal Services is commenced prior to expiration of such three year period, in which case the records shall be retained by Contractor until all such litigation or claims involving the records have been resolved. Such retention of such records and documents shall be at Contractor's expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for disallowance and recovery of any payment upon such entry. Except as otherwise provided herein, the City and Contractor shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

- 14.8 *Governing law and venue.* This Agreement shall be governed, construed and controlled according to 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. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.
- 14.9 *Attorneys' Fees.* In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.
- 14.10 *Waiver.* Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 14.11 *Counterparts and Execution.* This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and

together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

- 14.12 *Severability.* In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provision shall continue to be effective.
- 14.13 *Independent contractor.* Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act 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 Contractor. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 14.14 *Notices.* Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

FOR CONTRACTOR:	FOR THE CITY:
Waste Connections of Florida, Inc. Attn: Division Vice-President 1099 Miller Drive Altamonte Springs, FL 32701	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025
With a copy to:	With a copy to:
Waste Connections of Florida, Inc. Attn: District Manager 3840 NW 37 th Ct. Miami, FL 33142 Waste Connections US, Inc. 3 Waterway Square Place, Suite 110 The Woodlands, Texas 77380 Attn: Legal Department	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Blvd., Ste. 200 Fort Lauderdale, FL 33308

- 14.15 *Third party beneficiaries.* Neither the City nor Contractor intend that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either

of them based upon this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement.

- 14.16 *Compliance with laws.* The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 14.17 *Further Assurances.* The City and the Contractor agree to execute and deliver any instruments and perform any acts that may be reasonably necessary or reasonably requested in order to give full effect to this Agreement.

ARTICLE XVI **SCRUTINIZED COMPANIES**

- 16.1. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:
- A. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or
 - B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company
 - (1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 - (2) Is engaged in business operations in Syria.
- 16.2. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria.

ARTICLE XVII **E-VERIFY**

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

17.1. **Definitions for this Section:**

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

includes, but is not limited to, a vendor or consultant. For purposes of this Article, "Contractor" shall mean Waste Connections of Florida, Inc.

- 17.1.2. "Contractor" includes, but is not limited to, a vendor or consultant.
- 17.1.3. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 17.1.4. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

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

- 17.2.1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 17.2.2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- 17.2.3. The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below:

[Signature]

Witness

Tiffany Wrklich

Printed Name

[Signature]

Witness

Erin White

Printed Name

WASTE CONNECTIONS OF FLORIDA, INC.

By: [Signature]

Robert M. Cloninger

Printed Name

Senior Vice President, Deputy General Counsel

Title

8/30/2023

Date of Request

ATTEST:

[Signature] 9/17/23
Marlene Graham, City Clerk

CITY OF PEMBROKE PINES

By: [Signature]

Frank C. Ortis, Mayor

9/5/23

Date

By: [Signature]

Charles F. Dodge, City Manager

9/6/23

Date

Approved as to form and legal
Sufficiency, subject to execution
by the parties:

By: [Signature] 9/11/23

Samuel S. Goren, City Attorney





City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.pines.com

Agenda Request Form

Agenda Number: 1.

File ID: 2023-R-08

Type: Resolution

Status: Passed

Version: 3

**Agenda
Section:**

In Control: City Commission

File Created: 03/20/2023

Short Title: Solid Waste Disposal Options: A) Proposed Resolution 2023-R-08: Second Amendment to the Interlocal Agreement with Broward County / Wheelabrator Solid Waste Disposal Services, or B) Agreement with Waste Connections of Florida

Final Action: 08/30/2023

Title: DISCUSSION AND POSSIBLE ACTION TO SELECT ONE OF THE FOLLOWING EMERGENCY SOLID WASTE DISPOSAL AGREEMENT OPTIONS, LISTED AS OPTION A OR B BELOW:

OPTION A) MOTION TO ADOPT PROPOSED RESOLUTION 2023-R-08.

PROPOSED RESOLUTION 2023-R-08 IS A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR SOLID WASTE DISPOSAL AND SUPPORT SERVICES, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THE SECOND AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

OPTION B) MOTION TO APPROVE ENTERING INTO AN AGREEMENT WITH WASTE CONNECTIONS OF FLORIDA FOR SOLID WASTE DISPOSAL SERVICES IN THE BEST INTEREST OF THE CITY PURSUANT TO SECTION 35.18(C)(8) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 08/30/2023

Enactment Date: 08/30/2023

Agenda Number: 1.

Enactment Number: 3837

Internal Notes:

Attachments: 1. Proposed Resolution 2023-R-08, 2. Exhibit A - 2nd Amendment to 2012 Solid Waste Disposal ILA (Revised 2021-11-08), 3. 2021-10-05 - Broward County Letter to Municipalities RE REVISED 2nd Amendment to ILA, 4. 2021-09-29 Broward County Presentation to the SWWG Re Second Amendment to the ILA, 5. 2021-09-21 - Broward County Letter to Municipalities RE 2nd Amendment to ILA, 6. 2021-08-04 - Commission Approval, with Resolution and the Executed Original Interlocal Agreement and 1st Amendment with Broward County, 7. 2022-06-01 -

Commission Approval, with Resolution and the Executed Amended 1st Amendment with Broward County, 8. Broward County - 02-27-2018 Agenda 58, 9. June 2012 Agreement Between Wheelabrator Environmental Services Inc. and the County for Solid Waste Disposal Services, 10. May 2015 Global Amendment to the June 2012 Agreement between Wheelabrator and Broward, 11. CAO Memo 2021-189 re Second Amendment to Broward County Interlocal Agreement, 12. Broward County List of Municipalities and Status Regarding the 2nd Amendment (As of 2023-08-07), 13. 2022-04-06 - Broward County & WIN-Waste Innovations Executed Letter RE Additional Waste, 14. 2022-04-15 - Broward County Letter to Municipalities RE Additional Waste, 15. 2022-09-08 - WIN-Waste Letter to City RE Disposal Services Fee Adjustments, 16. 2022-03-10 - Broward County's Written Confirmation to Exercise the July 2023 Renewal Term, 17. 2023-06-29 - Broward County Letter RE Rate Increase to Disposal Fees Effective July 3, 2023, 18. 2023-07-03 - Interim Agreement for the provision of short-term Solid Waste Disposal Capacity to the City of Pembroke Pines, 19. 2023-07-05 - WIN-Waste Updated Letter to City RE Disposal Services Fee Adjustments, 20. 2023-07-18 - Broward County Letter RE Declaration of Waste as Residential or Commercial, 21. 2023-08-21 - WIN-Waste Letter to City RE 2023 Disposal Services Fee Adjustment, 22. Option B-Waste Connections of Florida Inc. - Disposal Agreement.pdf

Indexes:

Related Files:

- | | | | | |
|---|---------------------|--|-------|-----------------|
| 1 | City Commission | 04/04/2023 | | |
| 2 | City Commission | 08/23/2023 | defer | 08/30/2023 Pass |
| | Action Text: | A motion was made by Commissioner Schwartz, seconded by Commissioner Good Jr., to defer Proposed Resolution 2023-R-08 to August 30, 2023. The motion carried by the following vote:
Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo
Nay: - 0 | | |
| 3 | City Commission | 08/30/2023 | adopt | Pass |
| | Action Text: | Commissioner Schwartz made a motion, seconded by Commissioner Good to approve OPTION B as follows: Motion to approve entering into an agreement with Waste Connections of Florida for Solid Waste Disposal Services in the best interest of the City pursuant to Section 35.18(c)(8) of the City's Code of Ordinances.

The motion carried by the following vote:
Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo
Nay: - 0 | | |
-

SUMMARY EXPLANATION AND BACKGROUND:

OPTION A) BROWARD COUNTY'S SECOND AMENDMENT TO THE ILA WITH WIN-WASTE INNOVATIONS:

This Item was previously presented to the City Commission as Proposed Resolution 2021-R-56:

On November 17, 2021, no action was taken.

On January 12, 2022, item was deferred.

On October 19, 2022, item was deferred.

On August 23, 2023, item was deferred.

1. On June 26, 2012, Broward County ("County") and Wheelabrator Environmental Systems ("Wheelabrator"), now known as WIN-Waste Innovations', entered an Agreement for Solid Waste Disposal Services, which Broward County afforded municipalities in Broward County to utilize through an Interlocal Agreement with Broward County.
2. The County agreement with Wheelabrator became effective on July 3, 2013, where Wheelabrator would accept all of the County's processable waste. The agreement is for a five (5) year period through July 2, 2018, with up to three (3) additional successive five year terms.
3. The initial Disposal Services Fees outlined in the agreement included three Fee options, however Option A was already phased out and Option B is being phased out in 2023, leaving only Option C (aka Option 3), which was \$42.00 per ton. In addition, in the initial agreement, pricing for optional yard waste, bulk trash, and C&D services were at the same rate.
4. Pursuant to Section 4.2 of the agreement, on each October 1st after the one year anniversary of the Disposal Commencement Date, the Disposal Services Fee shall be subject to adjustment with a cap not to exceed 5% for any year and a floor of not less than 1%, by multiplying the Disposal Services Fee by the 12 month change from March of each year in the Bureau of Labor Statistics Index Series ID CUUR0000SA0, Consumer Price Index - All Urban Consumers.
5. The agreement also includes a "most favored pricing" clause, that states that if Wheelabrator enters into an agreement for a term of more than 12 months for waste generated anywhere in Broward, Miami-Dade, or Palm Beach County that has a Net Disposal Fee less than the current agreement, the Disposal Services Fee shall be automatically be reduced for all Participating Communities to match the lower Net Disposal Fee in the Eligible Agreement.
6. On May 19, 2015, Wheelabrator and the County amended the Wheelabrator Agreement in a "Global Amendment" that, among other things, modified the County's future right to renew. Instead of the second renewal term requiring mutual consent, the Global Amendment grants the County a second unilateral right to renew (starting in July 2023) provided the two following conditions are met:
 - a) First, during the first renewal term that commences July 3, 2018, a minimum of 425,000 tons of contracted processable waste must be delivered each year to Wheelabrator pursuant to written contractual commitments in effect for the entire first renewal term (July 3, 2018 to July 2, 2023).
 - b) Second, there must be binding written commitments, received by January 15, 2022, for the entire Second Renewal Term (July 3, 2023 through July 2, 2028) from governmental entities within the County whose residents and businesses have collectively generated at least 500,000 tons of waste, annually, that such entities will deliver all of their contracted processable waste to

a specified Wheelabrator facility.

7. On February 27, 2018, the Broward County Commission approved the First Amendment to the September 1, 2012 Interlocal Agreement with the Participating Communities. This Amendment eliminated one of the payment options for a Participating Community to pay Wheelabrator for disposal services, and extended the term of the Interlocal Agreement to July 2, 2023.

8. On August 4, 2021, the City Commission adopted resolution # 3759 approving and authorizing the execution of the original agreement and first amendment to the interlocal agreement with Broward County for Solid Waste Disposal and Support Services, for the purpose of utilizing waste-to-energy services provided by Wheelabrator Environmental Systems, Inc. By entering into the interlocal agreement, the City is required to have all of its Residential Waste and Commercial Waste collected, transported, delivered and deposited at Wheelabrator's facilities during the term of the agreement, except for waste or recycling material that is transported outside of the state of Florida, until July 2, 2023. As part of the agreement, the City selected the following options:

- a) Utilizing price option C for the per ton Disposal Services Fees
- b) Utilizing the option to include Yard Waste, Bulk Trash and Construction and Demolition Debris in the Disposal Services.
- c) Elect not to participate in the County's Optional Centralized Billing Services and Optional County Flow Control Enforcement.

In addition, on June 1, 2022, the City Commission adopted proposed resolution # 2022-R-06 approving and authorizing the execution of the amended first amendment to the interlocal agreement with Broward County for Solid Waste Disposal and Support Services, to remove the requirement for the City, and its hauler, to deliver the yard waste and bulk waste to the facilities designated by Broward County and Wheelabrator, giving the City and its hauler flexibility in determining what yard waste and bulk waste facility(ies) would be best suited for the City, the hauler, and the residents to utilize.

9. Broward County provided a letter date September 21, 2021, stating that "Pursuant to the terms of the County's agreement with Wheelabrator, the Disposal Services Fee commencing upon the July 2023 renewal will equal the Disposal Services Fee commencing upon the July 2023 renewal will equal the Disposal Services Fee in effect on July 1, 2023, plus \$1.50 per ton." However, the County later provided a letter dated April 15, 2022, stating that "Please be further advised that WIN-Waste Innovations' position is that the rate for Additional Waste, starting on July 3, 2023, shall be \$47.79 per ton (the Disposal Services Fee as of the date of this letter), plus the October 2022 Disposal Services Fee Adjustment Factor (defined by the BLS Index Series ID CWUR0300SA0, Consumer Price Index - Urban Wage Earners and Clerical Workers), which is also capped at 5%, plus \$1.50 per ton. The County is providing you with WIN-Waste Innovations' position for budgeting and planning purposes."

10. Based on a revised letter from WIN-Waste Innovations dated September 8, 2022, below is a summary of the previous, current and new rates that were intended to take effect on July 3,

2023:

Waste Type	10/01/21 - 09/30/22	Percent Increase	10/01/22 - 07/02/23	Percent Increase	07/03/23 - 09/30/23
Resid. / Comm. / Tires	\$ 47.79	5%	\$ 50.18	2.99%	\$ 51.68
Yard Waste	\$ 31.11	5%	\$ 32.67	53.60%	\$ 50.18
Bulk Trash / C&D	\$ 38.02	5%	\$ 39.92	25.70%	\$ 50.18

11. The Broward County Board of County Commissioners approved the Second Amendment to the Interlocal Agreement (ILA) for Solid Waste Disposal Support Services and requested for municipalities to provide the executed Second Amendment. Below are some points regarding the Second Amendment:

a) The current provision wherein Wheelabrator covers any additional transportation and tipping costs at the Alternate Disposal Facility for processable waste above 725,000 tons will end on June 30, 2023, and it will not be responsible for the cost of transporting waste to the Alternate Disposal Facility.

b) Each participating municipality must commit to disposing of its residential and commercial waste (defined as "Contracted Processable Waste") with Wheelabrator for the entire second renewal term (July 3, 2023, through July 2, 2028).

c) Each participating municipality must indicate their intent to dispose of Additional Waste (yard waste, bulk trash, and/or construction and demolition debris) with Wheelabrator for the second renewal term by May 6, 2022. Note: The County and Wheelabrator revised the requirement stating that if a participating municipality wants to discontinue depositing any or all of the Additional Waste to WIN-Waste, the participating municipality can do so without any additional cost, penalty or other impact. To discontinue such service, the participating municipality shall provide WIN-Waste at least thirty (30) calendar day written notice of its discontinuation to WIN-Waste and simultaneous copy to the Broward County Solid Waste and Recycling Services. As a result, the original deadline of May 6, 2022 would not need to be adhered to or extended, as the municipalities may later decide to opt-out or discontinue delivering Additional Waste without any impact.

d) If the City entered into the Second Amendment and would not want to extend the Interlocal Agreement for the additional renewal period from July 3, 2028 to July 2033, the City would have to give its written notice to the County at least 21 months prior (October 2026) to the expiration the Renewal Term (July 2, 2028). Unless such written notice is timely sent to the County, the City shall be deemed to have renewed the Interlocal Agreement through July 2033.

e) The Second Amendment would not prohibit the City from entering into an Interlocal Agreement for a new regional entity, which may be recommended by the Solid Waste Working Group (SWWG). Furthermore, there is nothing in the Second Amendment that would prohibit the City from entering into an Interlocal Agreement for a new regional entity, and Broward County will be part of the new regional entity and will need to work in transitioning from the current disposal options to the potential new regional option(s).

12. On November 17, 2021, the City's Administration presented Proposed Resolution # 2021-R-56 to the City Commission, recommending for the City to approve and execute the Second Amendment to the Interlocal Agreement. At the November 17, 2021 City Commission meeting, Mayor Ortis made a motion to introduce the item, however no Commissioners

seconded the item. The City Commission expressed a desire for more information on the subject, and took no action.

13. On December 29, 2021, the City Attorney's Office issued the attached memo which addresses:

a) The history of events and contracts along with the County's request for municipalities to confirm whether they will renew the inter-local agreement for the period of July 3, 2023 through July 2, 2028.

b) The County's limited capacity of up to 1.3 million tons per year in its agreement with Wheelabrator.

c) The Solid Waste Working Group (SWWG) that was tasked to work on an Interlocal Agreement to establish a regional approach to solid waste disposal and recycling.

14. On January 12, 2022, the City's Administration re-presented Proposed Resolution # 2021-R-56 to the City Commission, recommending for the City to approve and execute the Second Amendment to the Interlocal Agreement. At the January 12, 2022 City Commission meeting, Vice Mayor Good Jr. made a motion, seconded by Commissioner Siple, to defer Proposed Resolution 2021-R-56, to discuss further information and have a workshop regarding the solid waste disposal services inter-local agreement. This motion was passed by the City Commission.

15. On October 19, 2022, the City's Administration held two workshops for the City Commission, one to discuss the ILA for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida and the other workshop to discuss the second amendment to the interlocal agreement with Broward County for Solid Waste Disposal and Support Services. In addition, after the workshop items, the City's administration re-presented Proposed Resolution No. 2021-R-56 to approve the second amendment to the ILA. At the October 19, 2022 City Commission meeting, Commissioner Castillo made a motion, seconded by Vice Mayor Schwartz, to defer Proposed Resolution 2021-R-56, in order to provide answers to the questions brought up during the workshop. This motion was passed by the City Commission.

16. The City's administration contacted Broward County and WIN-Waste Innovations (Wheelabrator) to obtain additional information regarding the City Commission's question from the October 19, 2022 workshop item, to address how Wheelabrator would address any additional transportation and tipping costs at the Alternate Disposal Facility for processable waste above 750,000 tons. In which Broward County provided the answers below:

Q1) Are they incinerating all of the waste that is being brought to them?

Answer) Pursuant to the Global Amendment, WIN-Waste is obligated to take up to 1.3 million tons of Contracted Processable Waste (CPW), with 725,000 tons committed to be processed/incinerated at the South Waste-to-Energy (WTE) facility.

Q2) Are they collecting more waste than they can burn?

Answer) Yes. Contracted Processable Waste (from Participating Communities) in excess

of 725,000 tons is diverted to an Alternate Disposal Facility.

Q3) Are they already over capacity?

Answer) Yes, we have met and exceeded our annual threshold of 725,000 tons of CPW going to the South WTE facility; the excess CPW is being sent to an Alternate Disposal Facility.

Q4) Do they currently have to transport waste to Alternate Disposal Facilities?

Answer) Yes. It is WIN-Waste's obligation to facilitate the transportation of waste to the Alternate Disposal Facility. Currently, WIN-Waste has an agreement with Waste Management to transport waste to the Alternate Disposal Facility.

Q4a) If so, where/what are those Alternate Disposal Facilities?

Answer) Okeechobee landfill. In addition, waste may be transported to Monarch Hill or other disposal facility(ies) as approved by the County.

Q4b) How much waste is being sent to these Alternate Disposal Facilities?

Answer) Approximately 300,000 tons of CPW is being diverted annually to an Alternate Disposal Facility.

Q4c) What is the approximate cost per ton for having to transport this waste?

Answer) \$11.28 per ton.

Q5) Under the 2nd Amendment, when the waste needs to be transported to an Alternate Disposal Facility, how will these additional transportation and tipping costs be calculated and how will they be billed to the different agencies?

Answer) The transportation cost per ton of \$11.28 is added to the commercial rate for all participants in the system. An annual reconciliation will true-up actual transportation costs and future rates adjusted accordingly. Billing process will remain the same.

Q5a) How are they going to differentiate which waste came from which City when determining who will get billed for these additional charges or will it be pro-rated for all of the agencies?

Answer) Because all commercial waste is charged the same rate per ton, there will be no differentiated billing.

Q5b) Are there any pre-determined fees for the transportation and tipping fees related to the Alternate Disposal Facilities?

Answer) For commercial waste only, there is a transportation fee of \$11.28 per ton and \$1.40 per ton tipping fee.

Q5c) Are there any checks and balances to mitigate these expenses?

Answer) The County will conduct an annual audit/reconciliation to validate transportation costs with associated tonnages delivered to designated disposal sites and transfer stations. Based on findings, rates may be adjusted according to the previous year's disposal activities.

17. On November 2, 2022, Commissioner Good brought forward an item for discussion and possible action to authorize and direct the City Manager to prepare and to advertise for a request for information, or similar professional solicitation, for the purpose of providing comprehensive waste disposal services to the City of Pembroke Pines, which was approved by the City Commission. On November 16, 2022, the City Commission approved the advertisement of Request for Letters of Interest (RLI) # AD-22-04 "Disposal of Solid Waste." The City received two formal responses to the RLI via the City's e-procurement platform along with two "No-Bids" via e-mail. The City Manager is currently reviewing the responses that were provided and has met with the vendors.

18. On August 7, 2023, Broward County provided information indicating which of the Broward County municipalities have approved the 2nd Amendment along with their estimated annual tons of solid waste.

19. At the June 21, 2023 Commission meeting, the City Manager brought an item forward under the reports of the City Manager, advising the City Commission that in order to have more time to consider the City's alternatives, Broward County approved the City Manager's request to permit the City to continue using the solid waste disposal facilities, consistent with the terms specified in the proposed second amendment to the ILA with Broward County for Solid Waste Disposal Services, from July 3, 2023, through September 30, 2023, rather than immediately executing the proposed second amendment and committing to the entire five-year term of the agreement.

20. As a result, on July 3, 2023, the City and Broward County entered into an Interim Agreement for the provision of short-term Solid Waste Disposal Capacity to the City of Pembroke Pines. Pursuant to the Interim Agreement, "the Parties agree to a one-time, short-term provision of services to City, on the same terms and conditions as under the Interlocal Agreement, through and including September 30, 2023. Notwithstanding the fact that the time period for City to enter into a Second Amendment expired, City may renew the Interlocal Agreement through July 2, 2028, by approving, executing, and delivering to County a Second Amendment, in a form previously approved by the Board of County Commissioners, no later than September 1, 2023."

21. The City later received a letter from Broward County dated June 29, 2023, that was sent out to municipalities that already executed the Second Amendment to the ILA. As stated in the letter, "transportation and tipping costs per ton (which were previously covered by Waste Management and WIN-Waste) will now be part of the Disposal Fee Rate structure for the use of Alternate Disposal Facilities and transfer stations, which remain a critical component of our solid waste disposal system." The letter also stated, "We apologize for the late notice and any inconvenience this delay may have caused for you and your haulers. Throughout 2022 and 2023, the County has engaged in detailed discussions with WIN-Waste and Waste Management to obtain the best possible outcome regarding transportation costs and the disposal of yard, bulk and C&D rates." The letter provided the updated rates that for the waste categories as accepted at the South Broward waste-to-energy facility and/or Alternate Disposal Facilities:

10/01/21 -Percent	10/01/22 -Percent	07/03/23 -			
Waste Type	09/30/22	Increase	07/02/23	Increase	09/30/23
Residential / Tires	\$ 47.79	5%	\$ 50.18	2.99%	\$ 51.68
Commercial	\$ 47.79	5%	\$ 50.18	28.26%	\$ 64.36*
Yard	\$ 31.11	5%	\$ 32.67	43.65%	\$ 46.93
Bulk Trash / C&D	\$ 38.02	5%	\$ 39.92	17.56%	\$ 46.93

* Note - The Commercial Rate commencing on July 3, 2023, includes a transportation fee and fuel surcharge of \$12.68 per ton applied to Commercial MSW that will be reconciled annually and adjusted based on actual transportation costs.

Additionally, the letter stated that "Waste Management has agreed to provide access to three transfer stations (Deerfield Beach, College Avenue, and Reuters) at no additional cost to Participating Communities. WIN-Waste shall be directing Participating Communities to the South Broward waste-to-energy facility and transfer stations as appropriate to maximize waste-to-energy capacity available to all Participating Communities."

22. On July 5, 2023, WIN-Waste Innovations provided an updated letter stating that effective July 15, 2023, the North Broward Transfer Station will be closing and that the City of Pembroke Pines will be assigned, to continue, delivering Commercial and Residential waste, excluding Bulk and C&D to Wheelabrator South Broward located at 4400 South State Road 7. In addition, the letter states that "WIN Waste Innovation reserves the right to re-direct the volume to one of the three transfer stations as listed below:"

- Reuter Transfer Station (20701 Pembroke Road, Pembroke Pines, FL 33029)
- WM Davie Transfer Station (2380 College Avenue, Davie, FL 33317)
- WM Deerfield West Transfer Station (1750 SW 43rd Terrace, Deerfield Beach, FL 33442)

The letter also stated that Bulk and C&D will continue to be delivered to the Waste Management processing sites as listed below:

- Waste Management Recycling Oakes Road - Sun 14 (3250 SW 50th Street, Davie, FL 33314)
- Waste Management Recycling Deerfield East - (1801 SW 42nd Way, Deerfield Beach, FL 33442)

23. If the City does not approve the second amendment to the interlocal agreement with Broward County by September 1, 2023, the City would have to select an alternative disposal location for all of its waste by September 30, 2023.

24. On August 23, 2023, the City Commission held a workshop to discuss Solid Waste followed by a Special Commission meeting to consider adopting Proposed Resolution No. 2023-R-08 approving and authorizing the second amendment to the interlocal agreement with Broward County for Solid Waste Disposal and Support Services, which renews the term through July 2, 2028; provides for the City to collect, transport, deliver, and deposit all Contracted Processable Waste to the appropriate receiving facility in accordance with the Interlocal Agreement.

25. At the August 23, 2023 Commission meeting, the City Commission approved a motion to defer this item to a special Commission meeting on August 30, 2023. In addition, Commissioner Good had various questions and requests, that Administration has worked on answering, as summarized below:

Q1) What are the rates at WIN-Waste Innovations going to be on October 1, 2023?

Answer) Broward County provided a letter from WIN-Waste Innovations dated August 21, 2023 which lists the following rates effective October 1, 2023:

Waste Type	07/03/23 -	Percent	10/01/23 -
	09/30/23	Increase	09/30/24
Residential / Tires	\$ 51.68	4.985%	\$ 54.26
Commercial	\$ 64.36*	4.009%	\$ 66.94*
Yard	\$ 46.93	5.327%	\$ 49.43
Bulk Trash / C&D	\$ 46.93	5.327%	\$ 49.43

* Note - The Commercial Rate includes a transportation fee and fuel surcharge of \$12.68 per ton applied to Commercial MSW that will be reconciled annually and adjusted based on actual transportation costs.

Q2) What is the verification that our trash is causing an over-capacity situation that would require us to pay the additional charge for transportation?

Answer) From the City's understanding from communications with the County, effective July 3, 2023, the residential rate is \$51.68 and the Commercial Rate is \$64.36. The Commercial Rate includes a transportation fee and fuel surcharge of \$12.68 per ton. The actual transportation and tipping costs for transporting the additional waste to the Alternate Disposal Facility will be reconciled annually and a true-up will be done to adjust the \$12.68 per ton rate for future periods only. At this time, the County anticipates that the true-up will be applied to future Commercial Waste rates only and will not affect the Residential Rates. However, residential and commercial waste will also continue to be subject to annual CPI adjustments (with a cap not to exceed 5% for any year and a floor of not less than 1%, by multiplying the Disposal Services Fee by the 12-month change from March of each year in the Bureau of Labor Statistics Index Series ID CUUR0000SA0, Consumer Price Index - All Urban Consumers.) The true-up will take into account waste from all Participating Communities, transfer stations utilized, and final disposal site. Therefore, the County won't need to determine which Participating Communities' waste was transported to an Alternate Disposal Facility as all Participating Communities will be pay the same commercial and residential rate per ton. See attached e-mail correspondence between the City and the County.

Q3) Make a formal request of Disposal Companies in Broward County asking them what is a price that we can get for a commitment for disposal services?

Answer) The City's Administration explored opportunities with various disposal facilities and only found one viable option with Waste Connections of Florida, as outlined in "Option B" of this agenda item.

Q4) Ask Broward County to extend the ILA again for a period shorter than the five-year

period?

Answer) The City Manager reached out to Broward County and made the request, however the County's Administration stated that the request would need to be approved by the Board of County Commissioner's and the Board would not be meeting prior to the existing deadline of September 1, 2023, that is in the City's Interim Agreement with Broward County, for the City to approve, execute, and deliver the Second Amendment to the County to extend services through July 2, 2028.

Q5) What would happen if the City of Pembroke Pines (City) elects not to participate in the ILA for disposal service and then subsequently wants to participate?

Answer) As provided in the Interim Agreement for Provision of Short-Term Solid Waste Disposal Capacity to City of Pembroke Pines signed by the City and County effective July 3, 2023, and notwithstanding the fact that the time period for the City to enter into a Second Amendment had expired, the City can renew the Interlocal Agreement for Disposal Services through July 2, 2028, by approving, executing, and delivering to County a Second Amendment, in a form previously approved by the Board of County Commissioners, no later than September 1, 2023. If the City does not renew by September 1, 2023, then the one-time, short-term extension for disposal capacity will expire on September 30, 2023. If the extension expires and the City subsequently wants to dispose its waste under the Second Amendment, such a request cannot be automatically granted by County Administration without Board approval. Broward County has already provided the City with access to disposal capacity (and a short-term extension) and the City declined to accept it multiple times over a two-year period. As the Interim Agreement was executed under the County Administrator's recess authority, the Board of County Commissioners would have to agree to allow the City to participate in the Second Amendment at a publicly noticed meeting. Likewise, Win-Waste would also have to agree to honor the existing terms, including rates and fees, or establish new terms for the City to re-enter. Lastly, the County may also need to seek consensus of the other Participating Communities, who already timely executed the Second Amendment, since any additional tonnage will increase (perhaps significantly) the transportation costs borne collectively by the Participating Communities. As such, the City's subsequent request to re-enter cannot be automatic.

OPTION B) AGREEMENT WITH WASTE CONNECTIONS OF FLORIDA FOR SOLID WASTE DISPOSAL SERVICES IN THE BEST INTEREST OF THE CITY:

1. The City's Administration has negotiated an agreement with Waste Connections of Florida for Solid Waste Disposal Services.
2. Below are the negotiated rates for the two disposal facilities:
 - \$55.00 per ton at the Deerfield Beach Recycling and Transfer Facility
 - \$61.81 per ton at the Pembroke Park Recycling and Transfer Facility
3. The Pembroke Park Recycling and Transfer Facility could only accept 2,000 tons per month, therefore the City plans to have the Bulk Waste delivered to this location and the other waste streams delivered to the Deerfield Beach Recycling and Transfer Facility.

4. Below are the following factual finding on why this it is the best interest of the City to enter into this agreement:

- a) The City's current Interlocal Agreement with Broward County for solid waste disposal expires September 30, 2023;
- b) The City is required to advise Broward County no later than September 1, 2023, whether it intends to enter into a Second Amendment for Solid Waste Disposal, which would require the City to agree to a five-year term, through July 2, 2028;
- c) The current provision in the ILA wherein Wheelabrator covers any additional transportation and tipping costs at the Alternate Disposal Facility for processable waste above 725,000 tons will end on June 30, 2023, and it will not be responsible for the cost of transporting waste to the Alternate Disposal Facility, which is an unknown cost to the City for future periods which could affect residential and commercial customer rates.
- d) If the City entered into the Second Amendment, the City would have to give its written notice to the County prior to October 2026 on its intent not to renew, or the ILA would be renewed again through July 2033.
- e) The City Administration has been able to negotiate terms with Contractor that are more favorable for the City, including a lower rate for commercial solid waste disposal and a shorter term; and,
- f) The Agreement with Contractor would enable the City to provide the same services to its residents and businesses at a comparable or, in the case of commercial disposal services, a lower rate and with a term that is more favorable in that the City can continue to explore legally available disposal options to implement in the future; and,

5. The agreement shall be for a three-year period, commencing on October 1, 2023 through September 30, 2026, with the option to renewal for additional one-year renewal periods, upon mutual written consent of the parties.

6. This option will allow the City to explore other waste disposal options in the near future, while maintaining a suitable disposal facility for the current period.

7. The negotiated agreement will be provided no later than Wednesday morning.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** The cost of solid waste and recycling collection and disposal services are paid by the residents and business owners in Pembroke Pines. Rates for future periods are subject to CPI changes, and increases as outlined in the attached agreement.
- b) **Amount budgeted for this item in Account No:** Not Applicable.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.