

APPENDIX E. SAMPLE AGREEMENT

OPERATIONS AND MAINTENANCE OF CUSTOMER CONVENIENCE CENTERS (CCCs) IN INDIAN RIVER COUNTY AGREEMENT

Between

**Indian River County Solid Waste Disposal District
(SWDD)**

And

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Article 1. General Scope of Contractor's Services

This Agreement establishes the terms and conditions under which the Contractor shall perform the services required herein for the proper operation, maintenance, and service of the Customer Convenience Centers (CCC) , the Contractor shall: (a) operate the CCCs ; (b) maintain the CCCs, and associated equipment; (c) transport acceptable waste and recyclables from the CCCs to permitted disposal or recycling facilities; and (d) provide other services as required. Except as otherwise provided herein, the Contractor shall at its own expense provide all labor, services, supervision, materials, utilities, and equipment (stationary or mobile) necessary to accomplish these tasks throughout the Term. It is the sole responsibility of the Contractor to perform the necessary activities under this Agreement in accordance with the requirements of this Agreement, the Permits, and Applicable Law.

Article 2. Definitions

Definitions of words and phrases are as stated in Exhibit 1. To the extent that any definition contained herein conflicts with any similar definition contained in any federal, state, or local law, the definition herein shall prevail for the purposes of this Agreement. However, nothing contained herein shall be interpreted to require Contractor to undertake any conduct that is prohibited by Applicable Law. If a word is not defined herein, the definition of such word or phrase as contained in the Code of Ordinances of Indian River County, Florida shall apply.

Article 3. Term

2.1 Effective and Commencement Dates

The Effective Date is the date the Agreement has been fully executed by both SWDD and Contractor. The Commencement Date shall be October 1, 2025.

2.2 Initial Term

The term of this Agreement shall be for a period of ten (10) years beginning at 12:00 a.m. on the Commencement Date, October 1, 2025, and terminating at 11:59 p.m. on September 30, 2035.

2.3 Renewal Option

At mutual agreement, between SWDD and Contractor, this Contract may be renewed for one (1) additional term of ten (10) years under the same terms and conditions as the initial term, including amendments. The Contractor and SWDD shall mutually notify the other party no later than September 30, 2033, of its intent to renew or not to renew the Agreement. If renewed, per a written and executed extension agreement, the additional ten (10) year term will begin on October 1, 2035, and terminate on September 30, 2045.

Article 4. Obligations of SWDD

3.1 SWDD shall do all things necessary to properly administer the terms and conditions of this Contract, including but not limited to:

- a) Examination of all products and services delivered or supplied by Contractor for conformance with the terms of this Contract; and
- b) Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Contract; and
- c) Review of all Contractor documents and payment requests for approval or rejection.

3.2 SWDD shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

Article 5. Customer Convenience Centers (CCCs) Operations and Maintenance

5.1 Customer Convenience Centers

Contractor shall provide services stipulated herein at the following locations and hours of operations:

Name	Address	Hours of Operations
Winter Beach CCC	3955 65 th Street Vero Beach, FL 32967	Open Daily 7:00 am to 6:00 pm <i>(Closed Tuesday & Wednesday)</i>
Roseland CCC	7850 130th Street Roseland, FL 32958	Open Daily 7:00 am to 6:00 pm <i>(Closed Tuesday & Wednesday)</i>
Gifford CCC	4901 41st Street Vero Beach, FL 32967	Open Daily 7:00 am to 6:00 pm <i>(Closed Tuesday & Wednesday)</i>
Oslo CCC	950 1st Place Vero Beach, FL 32962	Open Daily 7:00 am to 6:00 pm <i>(Closed Wednesday & Thursday)</i>
Fellsmere CCC	12510 County Road 512 Fellsmere, FL 32948	Open Daily 7:00 am to 6:00 pm <i>(Closed Wednesday & Thursday)</i>

The Operating Days are subject to change per SWDD Board Direction on the closure of the Indian River County Landfill on Sunday's; however, they would all continue to operate five days per week from 7 am to 6 pm.

5.1.1 All CCCs are closed on the following five holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

5.1.2 Changes in Hours of Operations

At the request of SWDD, the Contractor shall provide additional operational days and/or extended hours at the CCCs in response to holidays, special events, and natural disasters. For all holidays and special event hour changes, SWDD shall provide no less than sixty (60) Days written notice of its request. Modifications related to natural disasters will be relayed to Contractor from SWDD during preparations for any anticipated event or immediately upon need for unanticipated events.

5.2 Operations, Maintenance, and Management Services

5.2.1 Contractor shall be responsible for the professional operation, maintenance, and management of five (5) CCCs throughout the County. The purpose of the CCC is to provide a location for residential drop-off of household items for proper handling, processing, and/or disposal. Contractor shall be responsible for ensuring all items received at the CCCs are acceptable household generated items within the Solid Waste Management system of SWDD as identified in Article 5.3 Accepted and Non-Accepted Materials.

5.2.2 Contractor shall be responsible for acquiring and paying for all utilities and support systems utilized at the CCCs. This shall include telephone, internet, potable water, electricity, stormwater drainage, wastewater collection, conveyance and treatment, portable toilets, handwashing stations, and any additional sheds or outbuildings beyond those assets supplied by SWDD at the Commencement Date.

5.2.3 Contractor shall be responsible for all activities, actions, and requirements associated with the proper operation and maintenance of CCCs in the State of Florida unless specifically excluded herein.

5.2.4 Addressing all public complaints and inquiries (collectively termed “complaints”) about the Contractor’s operations under this Agreement shall be the sole responsibility of the Contractor. The Contractor shall respond to all complaints as soon as possible, and in accordance with Article 16 Complaints and Disputes.

5.3 Accepted and Non-Accepted Materials

5.3.1 Accepted Materials: All CCCs shall accept and segregate the following Residential materials: Solid Waste, Yard Waste, Mixed Recyclables, Cardboard, White Styrofoam, Loose-Plastic Film, Vape Pens, Passenger and Light Truck Tires, Scrap Metal, White Goods, Electronics, Sharps, and Household Hazardous Waste (HHW). CCCs shall also accept limited Commercial Recyclables (Mixed Recyclables, Cardboard, Loose-Plastic Film, Vape Pens, White Styrofoam).

5.3.2 Non-Accepted Materials: Contractor shall reject prohibited waste or materials to include Hazardous Waste, Radioactive Waste, Biomedical Waste, PCBs, Bulk Liquids, Dead Animals, Flammable or explosive materials not known in Residential Household Hazardous Waste, contaminated soils, infection waste, Commercial Solid Waste, Commercial Yard Waste,

Construction and Demolition Debris, out of County waste, asbestos, and other materials not identified in Article 5.3.1.

5.3.3 SWDD retains the right to modify accepted and non-accepted materials during the term of this Contract for the purposes of increasing diversion and furthering County waste reduction goals. Where applicable, any modification shall follow provisions outlined in Article 14. Change to Service, Law, or Regulations.

5.4 Operational Procedures and Personnel Requirements

5.4.1 Contractor shall provide competent and properly trained personnel sufficient to provide for the operation and maintenance of each CCC. These services include the screening, inspection, collection, separation, packaging, and the transport of materials collected or received to the County's Designated Facility. The Contractor shall provide enough personnel for the staffing of each CCC that allows for the safe, effective, and efficient operation of the CCC. At no point during the operational hours of a CCC shall the Contractor allow the staffing level to drop below three (3) personnel. One person shall be dedicated at the entrance of the CCC to check driver's licenses to ensure that the user is a County resident (This provision is subject to approval by the SWDD Board and to be reflected in the contractor's bid form). The Contractor shall provide and utilize an electronic driver license verification/tracking system to be approved by SWDD. The contractor is responsible for providing shelter as necessary for these personnel. All CCC employees shall have a minimum of 8 hours of safety training that includes emphasis on trips, spills, and falls as well as the proper handling and storage of HHW.

5.4.2 Contractor shall have a designated supervisor on site at each facility during all operational hours and be trained according to FAC Ch. 62-701 Solid Waste Management Facilities. At a minimum, all designated supervisors, shall be trained as a Florida Spotter as defined by Rule 62-701 FAC, and hold a current HAZWOPER 40-hour Certification.

5.4.3 Contractor and its employees shall follow all SWDD rules and regulations pertaining to the acceptance of materials at the CCCs as identified in Article 5.3 Accepted and Non-Accepted Materials. This shall include the monitoring and control of incoming materials to ensure materials dropped at the facility are accepted and are materials from County citizens.

5.4.4 All CCC personnel are required to attend an education training seminar from SWDD Recycling Team twice per year and any new CCC personnel shall obtain this training within 10 days of being hired. Contractor shall ensure all CCC personnel remain educated on materials accepted at the CCCs and inform any person seeking to deliver materials that are not acceptable at the CCCs on the disposal options available at the Landfill and any associated costs (providing the current rate sheet is an acceptable response). Such materials may include, but not be limited to, dead animals, commercial Solid Waste, commercial Yard Waste, Construction and Demolition Debris, out of County wastes and asbestos (which require a Department of Health certification for disposal at the landfill).

- 5.4.5 Ensure all CCC operational areas remain clean, free of clutter, and all materials are stored properly (i.e.: flammable and chemical lockers) prior to the cessation of operations each day. All on-site containers must be secured and covered at the end of each day to reduce litter potential, leachate generation and discourage vector and vermin access.
- 5.4.6 Contractor shall be responsible for the handling and transport of Accepted Materials collected at CCCs shall ensure proper handling that prevents contamination or issues at the Designated Facility. This shall include those materials deemed Special Wastes to include but not be limited to Solid Waste, Yard Waste, Mixed Recyclables, Old Corrugated Cardboard, White Styrofoam, Automobile Batteries, Loose-Plastic Film, Passenger and Light Truck Tires, Scrap Metal and White Goods. All Scrap Metal shall be transported to the County Landfill. Contractor shall not mix segregated material streams during transport without written authorization from SWDD. The Contractor shall be responsible for handling all other Accepted Materials at the CCCs; however, they will be collected and transported by third party vendors.
- 5.4.7 The Contractor shall not receive any Non-Acceptable Waste at the CCCs. Any Non-Acceptable Waste deposited or discovered at any CCCs shall be the responsibility of the Contractor to dispose of lawfully and expeditiously. The Contractor shall bear all costs associated with the removal, transport, and disposal of the Non-Acceptable Waste materials deposited or discovered at CCCs. If Non-Acceptable Waste material is delivered by the Contractor to the County Landfill, the Contractor shall be assessed the posted fee for special waste handling, plus any additional cost to manage, remove, and dispose of the material.
- 5.4.8 The Contractor shall provide all trucks and containers needed to service the CCCs. The Contractor shall make arrangements for or have access to additional trucks and containers, so they do not overflow, and space is continuously available to accept new materials to ensure that there is no interruption in the operation of the CCCs. The Contractor shall replace the trucks and containers as necessary to ensure that the Contractor can provide reliable service under this Agreement. Failure to properly service containers can result in the application of Administrative Charges per provisions outlined in Article 12.2.
- 5.4.9 All the equipment used by the Contractor shall be appropriately designed, maintained, and operated to contain leachate and solid waste until disposal or recycling is implemented. The Contractor shall be responsible for the maintenance and replacement of existing stationary compactors already provided at each site. At the end of the contract, any new stationary equipment that the Contractor paid for and installed, including new compactors, shall become SWDD property.
- 5.4.10 Each truck used by the Contractor or Subcontractor to transport SWDD's Acceptable Waste shall bear the name and phone number of the transport company and truck identification number in letters that are plainly visible and on both sides of the vehicle. The truck

identification number shall also be plainly visible from the rear. The transport company's signs on the truck shall be subject to SWDD Director's prior written approval.

5.4.11 The Contractor shall use only legal truck routes.

5.4.12 If the Contractor's activities under this Agreement result in a spill or emergency on the highway or at any CCCs, the Contractor shall implement its emergency plan. The Contractor shall promptly notify appropriate authorities, as required by law. The Contractor shall promptly initiate and complete clean-up activities, if necessary. The Contractor shall notify SWDD Director verbally within twelve (12) hours and shall provide a written report to the Director within twenty-four (24) hours concerning the cause of the spill or emergency, the clean-up activities that were implemented, and the status of the situation.

5.4.13 Contractor shall provide and maintain permanent signage for each CCC that clearly demonstrates traffic flow, speed limits, locations for each Accepted Material, and other applicable safety signs, as required. Signs at the gate of each CCC will be displayed prominently to include: one (1) sign with the name of the CCC, days and hours of operation, and point of contact information; one (1) sign with a list of Accepted Materials; and one (1) sign with a list of Non-Accepted Materials. All signage must be permanent in nature and readable. Contractor shall submit all new signage for SWDD approval prior to installation. SWDD reserves the right to provide additional signage, as needed.

5.4.14 At the end of the Agreement or at Termination, the Contractor will leave all CCCs in good repair and similar condition to when they started operating, except for normal wear and tear. Any costs for damage or disrepair left by the Contractor will be subtracted from the Contractor's final payment.

5.4.15 In the event that this Agreement is terminated before the end of any Term, the Contractor shall continue operations for an interim period of up to one hundred and eighty (180) calendar days if requested to do so by the County in order to allow the County to obtain the services of a successor contractor or to make arrangements to transport and dispose of the County's Acceptable Waste and Recyclables with its own forces. The Contractor shall be paid for its services during said interim period at the rates in effect prior to issuance of the Notice of termination. Any additional services will be paid for at an agreed-upon rate.

5.5 Ongoing Maintenance

At Contractor's sole expense, Contractor shall maintain, upkeep, and repair the following at each CCC over the term of the Contract:

- a) All roads located on the CCC parcel property including the maintenance of pavements for all on-site roads and parking areas. CCC roads shall remain free of potholes. Painting or striping of access roads shall be conducted annually at a minimum or as frequently as needed to

ensure safety and efficient performance of services required herein. All roadways and parking areas shall also remain free from litter and waste spillage.

- b) Loading and staging areas for all equipment shall be maintained and repaired on an as needed basis and shall remain in litter and spillage free condition.
- c) Walls, rails, signage, and concrete areas shall be maintained on an as-needed basis throughout the term of the Contract to ensure no safety hazards and proper performance of the CCC. These areas shall also be kept clean and tidy.
- d) SWDD permanent assets (or any future assets) located on the CCC property, such as but not limited to, buildings, bathrooms (if applicable), attendant sheds and Carolina Carports (if applicable) shall be maintained throughout the term of the Contract to ensure the asset remains in the "as is" condition Contractor assumed at Effective Date. This maintenance may include but not be limited to surface cleaning and/or painting, litter and spillage cleanup, and general tidiness.
- e) Access roads within one quarter mile of each CCC shall be kept litter and spillage free. Litter along access roads shall be collected no less than once per week. If applicable, Contractor shall implement litter control measures to include the use of enclosed containers, ensuring closure of container lids and covers at the close of each operational day, temporary netting or fencing to prevent wind-blown litter at and around the CCC.
- f) Mowing, edging, and trimming of grassed areas and fence lines shall be conducted at a minimum once per week, or as required to maintain a neat and clean appearance with no grassed areas exceeding five (5) inches in length at any given time. All fences shall be kept free of vegetation. Shrubs or trees will be trimmed or removed, as necessary. A minimum clearance of 10 feet shall be maintained on both sides of the fence (as applicable).

5.6 Equipment

5.6.1 Contractor shall provide and maintain all equipment necessary to operate each CCC. The Contractor shall provide all new containers at each of the CCCs (roll-off, walking floor trailers, compactor(s), enclosed roll-off for recyclables, etc.). The Contractor is to provide new waste oil containers with spill catchment and overhead enclosures at each of the CCCs. Related to compactors, the Contractor shall replace the four existing compactors at the Oslo CCC and add one additional compactor for OCC. In addition, the Contractor shall provide a pad, power and an OCC compactor at each of the other four CCCs.

5.6.2 Within thirty (30) Days of Effective Date, Contractor shall submit an Equipment Plan detailing the primary pieces of transport and collection equipment to be utilized at each CCC. This shall include the types and quantities of each container and/or trailer to be utilized at each CCC, yellow iron, as well as any transport fleet. The Equipment Plan shall provide a minimum of the types and quantities of equipment submitted with the Contractor's ITB Proposal. Transport fleet not permanently assigned to a specific CCC must be identified within the

Equipment Plan as rotational equipment. SWDD retains the right to approve the Equipment Plan to ensure minimum types and quantities proposed will be utilized at Commencement Date. Should SWDD not approve any part of the Equipment Plan, Contractor shall provide a revised Equipment Plan within five (5) business Days of notification.

- 5.6.3 Changes to the Equipment Plan, other than routine replacement, must be approved in writing by SWDD prior to implementation.
- 5.6.4 Contractor shall keep all equipment in good repair, appearance, and in sanitary, leak-proof, clean, and odor-free condition throughout the term of this Contract. All roll-off containers, compactors, and trailers must always be maintained in a road-worthy condition.
- 5.6.5 Maintenance and cleaning activities on equipment beyond those considered as a minor repair shall not be performed at any CCCs. Contractor shall relocate equipment to its facility for proper maintenance or cleaning.
- 5.6.6 Damaged, broken, and unsuitable equipment shall not be used or stored at any CCC or any other SWDD or County property without prior written approval. The Contractor shall remove such equipment within 7 business days upon notification from SWDD.
- 5.6.7 Contractor shall use all equipment as designed and within the equipment design capacity. To minimize spillage, no container shall be loaded to exceed its design capacity and the transport regulations of the Department of Transportation. Where applicable, all equipment shall be registered with the applicable State of Florida Agencies and shall comply with requirements concerning the display of registration numbers.
- 5.6.8 Contractor may utilize SWDD assets located at any CCC. However, Contractor shall be responsible (at Contractor's sole expense) for the operation, maintenance, and replacement of SWDD assets that are worn or damaged during the term of the Contract. Contractor assumes responsibility of SWDD assets in an "as is" condition provided at Commencement Date. Should Contractor determine the need for any additional asset or "fixed" asset, Contractor must obtain approval in writing by SWDD prior to installation or construction. Any new fixed asset installed by the Contractor will be at the Contractor's sole expense and shall remain as SWDD property at the end of the contract agreement.
- 5.6.9 Contractor understands that any capital expenditure that the firm makes, or prepares to make, to perform the services required by SWDD, is a business risk that the Contractor must assume. The County will not be obligated to reimburse amortized or unamortized capital expenditures or to maintain the approved status of any Contractor. If the Contractor has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the County.

5.7 Safety and Security

- 5.7.1 Contractor shall provide security for each CCC to ensure unauthorized access is deterred and prevented. This shall include the use of perimeter security fencing and structures with

access gates and buildings properly closed and locked during non-operational hours. Contractor may provide security personnel or cameras at each CCC at the Contractor's sole expense. However, SWDD shall have access to the software and the data at all times.

- 5.7.2 Contractor shall be responsible for coordinating with the Indian River County Sheriff's Office, Fire Department, and any other entity that may require after-hour access to a CCC. At the Oslo CCC, these other entities include but not limited to Florida Power and Light (FPL), Indian River Farms Water Control District (IRFWCD), and the radio tower personnel. There are separate locks for each of these entities and the Contractor shall exercise caution to not remove or cut their locks.
- 5.7.3 Contractor shall direct and control all traffic entering and leaving each CCC to ensure safety and an efficient flow for material drop-off.
- 5.7.4 Contractor shall implement all measures necessary to control nuisances generated at the CCCs to include odor, noise, dust, and vectors in accordance with applicable laws, regulations, and requirements.
- 5.7.5 Contractor shall within thirty (30) Days of Effective Date, submit to SWDD the following plans for approval. SWDD retains the right to approve required plans. Should SWDD not approve any part of the plans, Contractor shall submit revisions to the plan within five (5) business Days of notification. Any change within any plan identified below shall be submitted to SWDD and approved in writing prior to implementation.
- a) Vector and Vermin Control Plan for each CCC. This plan shall define measures to be taken by Contractor to control vectors at the CCC and an implementation timeline spanning the Contract term.
 - b) Odor, Dust, and Noise Control Plan for each CCC. This plan shall define measures to be taken by Contractor to control odor, dust, and noise at each CCC, and an implementation timeline spanning the Contract term.
 - c) Health and Safety Plan for each CCC complying with the Occupational Safety and Health Act of 1970 (OSHA) and all applicable Federal and State labor laws, regulations, and standards. Contractor will affirm that any work performed on County property will be performed in accordance with regulatory agency requirements. The Health and Safety Plan shall include a timeline for updating to reflect any changes and ensure safe operational conditions for Contractor employees, CCC visitors, and the public. Contractor shall deliver an updated plan to SWDD whenever changes occur.

The Health and Safety Plan shall include a written procedure for the immediate removal to a hospital or doctor's care of any person who may be injured that requires such care and for notification to SWDD of all safety issues, including accidents and injuries as soon as practical after an incident has occurred. All injury documentation shall be made available to SWDD upon request.

At a minimum, the Contractor shall maintain, replace or upgrade all eye-wash stations at the CCCs and shall provide a First-Aid kit, a fire extinguisher and a spill response kit at each of the CCCs.

For the safety of the employees, the Contractor shall provide water, sewer, and telephone services for the use by the attendant at each of the CCCs.

5.7.6 Contractor shall ensure during all operational hours that at least one employee on duty is qualified and authorized to supervise and enforce safety compliance. All employees shall be trained regarding safe operating procedures and provided refresher instruction and training updates a minimum of quarterly per year. Proof of such training and instruction shall be provided to SWDD, upon request.

5.7.7 Safety equipment applicable to the work performed and required by regulation or law shall be provided to all employees at each CCC. All materials required for first aid shall be provided and maintained by Contractor.

5.8 Permits and Licenses

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

5.9 Designated Facilities

Contractor shall transport materials collected at each CCC that are within their scope of services to the Indian River County Landfill located at 1325 74th Avenue SW, Vero Beach, Florida 32968.

Article 6. Personnel

6.1 General Personnel Provisions

6.1.1 Contractor shall be responsible for providing resources to carry out the work specified herein. Contractor shall maintain at all times a work force of adequate size and skill to fully and successfully perform all required services.

6.1.2 Contractor shall have a designated supervisor on site at each facility during all operational hours. At a minimum, all designated supervisors at CCCs shall hold a current HAZWOPER 40-hour Certification. All commercial vehicle operators shall maintain a valid Florida State Commercial Driver's License (CDL).

6.1.3 Contractor shall be responsible for following all laws and regulations in the recruitment and employment of personnel to fulfill the requirements of this Contract.

6.1.4 Contractor shall develop and implement a background and ongoing drug testing program for all personnel providing services under this Contract and amendments. SWDD reserves the right to request a copy of the Contractor personnel background check.

- 6.1.5 At no time shall Contractor's personnel or Contractor's subcontractors be considered employees of SWDD or Indian River County.
- 6.1.6 All Contractor employees shall be courteous, professional, and refrain from utilizing derogatory or foul language during operating hours. Due to routine interaction with the public, all employees will be courteous and refrain from utilizing derogatory or foul language. The Contractor's employees shall always conduct themselves in a professional manner. The Contractor shall be responsible for providing proof of Customer Service Training within last 12 months.
- 6.1.7 Contractor shall provide a uniform for all employees that, at a minimum, consists of a shirt identifying Contractor personnel. Personnel shall be required to wear such uniform during all operational hours for services identified herein. Uniform shall include name tag or other recognizable means of personnel identification. Such uniform shall be submitted to SWDD for approval per terms in Article 6.2 Staffing Plan.

6.2 Staffing Plan

- 6.2.1 Contractor shall provide SWDD a Staffing Plan with an organization chart clearly reflecting personnel to conduct the management, supervision and operational activities defined herein. The Staffing Plan shall identify all personnel to be utilized for Contract, include all certifications held by said personnel that meet requirements identified herein, and provide a narrative and example of required uniform to be worn during all operational hours by personnel. This shall include clearly identifying any subcontractors, subcontractors' qualifications, the services which they will perform, and how the work relates to required operational services. The Staffing Plan shall be submitted to SWDD within thirty (30) Days of Effective Date for approval. SWDD retains the right to ensure the Staffing Plan meets, at a minimum, the personnel and organization chart structure submitted in the ITB Proposal. SWDD shall notify Contractor of any modifications required for approval. Contractor shall have five (5) business Days to perform modifications and resubmit them to SWDD for final approval.
- 6.2.2 Contractor shall notify SWDD of any proposed changes to the approved Staffing Plan during the term of this Contract. No changes to include reduction in personnel, shall be implemented without written SWDD approval.
- 6.2.3 SWDD shall maintain the right to approve Contractor's key personnel identified within the Staffing Plan. The Contractor shall immediately provide notification to SWDD of all pending changes in key personnel. Replacements for key personnel shall be required to have similar or more advanced skills and experience as their predecessor. If justification for replacement of key personnel is not adequate and the assignment is not acceptable to SWDD, Contractor shall be notified by SWDD within five (5) Days of denial of the replacement and provide justification for not approving the replacement. The process shall continue until the replacement is acceptable to SWDD. If SWDD fails to object within five (5) calendar days,

the replacement shall be deemed approved. In no event shall SWDD be liable to Contractor or its employees for failing to approve a person or persons selected by Contractor.

6.3 Supervision and Management

6.3.1 Contractor shall have one person assigned as a Contract Manager whose office or primary location is in Indian River County. Contract Manager shall be responsible for the supervision and management of this Contract and all personnel assigned to fulfill services identified herein. Per terms defined in Article 6.2, SWDD reserves the right to approve replacement personnel in the key position of Contract Manager.

6.3.2 Contract Manager shall serve as the primary point of contact to SWDD and shall be required to participate in all meetings and inspections. Should Contract Manager be absent from duties related to this Contract for more than two (2) consecutive Days, Contractor shall provide an alternate Contract Manager and notify SWDD.

6.4 Subcontractors

6.4.1 Contractor may utilize subcontractors to fulfill the service requirements herein so long as subcontractors are not utilized for the actual management of the Contract. All subcontractors shall report directly to the Contractor. SWDD shall not have any responsibility for a subcontractor hired by Contractor.

6.4.2 All subcontractors directly involved in providing the services outlined herein shall be subject to SWDD approval through submittal in the Staffing Plan. Suppliers whose primary function is the provision of supplies and equipment required in the operation of CCCs and SWMAs shall not be subject to SWDD approval.

6.4.3 Contractor shall bind each subcontractor to the applicable terms and conditions of the Contract with a written document that incorporates the Contract into the subcontractor's agreement. Nothing in the agreement shall create any contractual or other relationship between SWDD and the subcontractor performing work in connection with this Contract. SWDD shall have no obligation to pay or ensure the payment of any monies due to the subcontractor, except as may otherwise be required by law. Contractor shall provide a copy of the subcontractor's agreement for review to SWDD prior to execution by the Contractor and subcontractor.

6.4.4 It shall be the Contractor's responsibility to manage and supervise the work of its subcontractor. If a subcontractor's performance is inadequate and results in non-compliance or a violation of the services required herein, the Contractor shall be responsible for all resulting damages, associated monetary penalties and costs of corrective measures.

Article 8. Office and Facilities

8.1 Office and Maintenance Facility

Contractor shall maintain an office and fleet yard/maintenance facility located within Indian River County to house Contract Manager and provide for ease of dispatch for fleet and equipment necessary to perform services defined herein. No alternate location shall be utilized without prior SWDD approval.

Article 9. Inspections, Recordkeeping and Reporting

9.1 Inspections

9.1.1 Contract Manager shall attend regularly scheduled monthly inspections at each CCC with a SWDD representative. These inspections shall cover operational and maintenance services required by Contractor. Documentation of inspection reports completed by SWDD shall be submitted to Contractor within three (3) business Days. Contractor shall retain all completed inspection reports for recordkeeping purposes over the Contract term. SWDD retains the right to request additional inspections and to perform inspections without Contract Manager or Contractor representation. Such inspections shall not require notice to the Contractor. However, Contractor shall receive a copy of the completed inspection report within three (3) business Days.

9.1.2 All inspections conducted by SWDD shall be documented via a formal checklist developed by SWDD and shared with Contractor at a minimum of thirty (30) Days prior to Commencement Date.

9.1.3 All inspections conducted by SWDD do not waive or release Contractor from liability and full responsibility for conducting all operations in accordance with terms defined herein.

9.1.4 Contractor shall be responsible for addressing all deficiencies identified and documented during inspections within 5 business days. Repeat violations or deficiencies not addressed shall be subject to the performance standards and Administrative Charges defined in Article 12.2.

9.2 Recordkeeping and Reporting

9.2.1 Contractor shall maintain books, records, documents, time, and cost accounts and other evidence directly related to its performance of services under this Contract. Time records and cost data shall be maintained in accordance with generally accepted accounting principles. SWDD retains the right to perform audits of Contractors at SWDD's expense should SWDD deem necessary.

9.2.2 Contractor shall maintain the following electronic records/logs in Microsoft Excel or similar accounting software format approved by SWDD. These records shall be reported to SWDD prior to the fifteenth (15th) Day of the month on services conducted the prior month.

- a) Equipment Maintenance Log – Record of all maintenance activities performed during the reporting month.
- b) Transport Log – Quantity and type of materials collected and/or delivered to the Designated Facility, identified by CCC during the reporting month.
- c) Customer Log – Based on the Driver's License Software, the Contractor shall provide a total number of individual customers visiting each CCC with a daily breakdown of the reporting month. The Contractor shall also provide the total number of out-of-county customers that were turned away.
- d) Personnel Log – Employee names, position/title, and contact information. Personnel Log shall also include contact information for any subcontractors, or subcontractor employees, performing services required herein.

9.2.3 Transport of all materials collected to the Landfill or designated facility defined by SWDD, as well as proper processing/packaging of HHW materials to be collected at the CCCs by a separate SWDD vendor. The Contractor is responsible for coordinating with SWDD vendor for the collection and removal of HHW materials. Additionally, all material manifest tickets signed by the site attendant shall be returned to SWDD office within 2 (two) business days.

9.2.4 The Contractor shall provide monthly reports to SWDD concerning the Contractor's performance under this Agreement. At a minimum, the reports shall discuss the key events that occurred after the last report, plus any key events that are anticipated during the next month. Each report shall address: (a) any complaints received by the Contractor from the public or the County (and how the complaints were satisfied); (b) any spills or emergencies; or (c) accidents or injuries in transit, or at the CCCs. The Contractor will also provide SWDD with an accident report for any accidents or injuries in transit or at the CCCs within 24 hours of the incident detailing the time, location, nature of the incident, and all parties involved.

9.3 Operational Plans

9.3.1 Contractor shall be responsible for the development and updating of the following plans over the Contract term:

- a) Operations and Maintenance Plan.
- b) CCC Equipment Plan meeting requirements set forth in Article 5.6.
- c) CCC Health and Safety Plan meeting requirements set forth in Article 5.7.
- d) Contingency and Continuity of Operations Plan meeting requirements set forth in Article 13.1.

Article 10. Compensation

10.1 Operating Fee

Operating Fee Rates for the operations, maintenance, and management of the CCCs as defined herein are provided in Exhibit 2. Rates. Contractor shall not be compensated for work performed

prior to the Commencement Date. These services may include but not be limited to the development and submittal of plans, pre-operation meetings, ordering equipment and supplies, and the hiring of personnel.

10.2 Compensation Process

10.2.1 Each month SWDD shall pay to the Contractor the Operating Fee Rate as specified in Exhibit 2. Rates. The Operating Fee Rate shall be the total and complete compensation for the Contractor's duties, obligations, and responsibilities under this Contract.

10.2.2 Contractor shall submit an invoice to SWDD on or before the fifth (5th) Day of each month for operations conducted under this Contract during the preceding month, including any additional services provided.

10.2.3 SWDD shall issue payment to Contractor in accordance with the Florida Prompt Payment Act upon verification by SWDD staff of the invoice submitted.

10.3 Additional Services

Upon written request by SWDD Managing Director and/or Designee for additional services that are not within the scope of services pertaining to the O&M of the CCCs, the Contractor shall provide an itemized proposal for such work for approval. The Contractor is limited to a management fee of no more than 10% for the duration of the contract agreement.

10.4 Rate Adjustments

All Rates are subject to adjustments set forth in Exhibit 3. Calculation of Rate Adjustment.

Article 11. Ownership of Materials

11.1 SWDD shall retain ownership of all materials collected and transported to Designated Facilities for processing or disposal.

11.2 SWDD does not provide any guarantee as to the quantity of materials that will be collected and transported over the Contract term.

11.3 Per above, the Contractor shall ensure that residents or personnel do not salvage or sell materials from the CCCs. The Contractor shall call the Sheriff's Office, if needed to enforce this section.

Article 12. Performance

12.1 Performance Bond

Contractor shall furnish a performance bond within thirty (30) days of the Effective Date to SWDD. Said performance bond shall be equal to fifty (50%) percent of the total annual bid price. The premium for the performance bond shall be paid by the Contractor and shall be written by a Surety company licensed to conduct business in the State of Florida with an A.M. Best Financial

Rating of A-VI or higher for the most current calendar year available. The Surety(s) shall be a company satisfactory to SWDD.

12.1.1 Said bond shall be forfeited should Contractor:

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

12.2 Administrative Charges

12.2.1 SWDD shall notify Contractor in writing by the tenth (10) Day of the month of the County's intent to deduct any Administrative Charges, as set forth in Article 12.2.3, including the basis for each Administrative Charge, from payments due or to become due to Contractor for service provided under this Contract.

12.2.2 In the event Contractor wishes to contest such monthly assessment, Contractor must do so within ten (10) Days of issuance of each assessment notification by requesting, in writing, a meeting with SWDD to resolve the issue. Following such a meeting, SWDD shall notify Contractor in writing of any action taken with respect to Contractor's claims. Contractor may further appeal, in writing, the decision of SWDD to the County Administrator, who shall conduct a review of all the facts and circumstances and make a determination in writing. Any Administrative Charges in excess of the monthly payment due Contractor shall be carried over and applied to the upcoming month's payment. The County Administrator's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.

12.2.3 SWDD may assess the following administrative charges pursuant to this Article:

- a) Complaints/Disputes. If the Contractor fails to adequately address customer complaints/disputes in a timely manner, Administrative Charges in the amount of \$500

per day shall be assessed until such time as SWDD determines the issues have been resolved.

- b) Litter Control. If Contractor fails to adequately control litter as required by this Contract, SWDD shall provide notice to the Contractor. If the Contractor fails to remedy the issue within twenty-four (24) hours of notice from SWDD, Administrative Charges in the amount of \$500 per day shall be assessed until such time as SWDD determines the issues have been resolved.
- c) Personnel Requirements. If Contractor fails to keep the required levels of personnel to perform all operations covered by this Contract, SWDD shall provide notice to the Contractor. If the Contractor fails to remedy the issues within twenty-four (24) hours of notice, Administrative Charges of \$500 per day per position will be assessed until SWDD determines the issues have been resolved.
- d) Containers and Equipment. If Contractor fails to provide and maintain containers and equipment in proper working order, SWDD shall provide notice to the Contractor. If the Contractor fails to remedy the issues within twenty-four (24) hours of notice from SWDD, Administrative Charges of \$1,000 per day shall be assessed until SWDD determines the issues have been resolved.
- e) Road Maintenance. If the Contractor fails to maintain CCC roads as required by this Contract, SWDD shall provide notice to the Contractor. If the Contractor fails to remedy the issues within seventy-two (72) hours of notice from SWDD, Administrative Charges in the amount of \$500 per day shall be assessed until SWDD determines the issues have been resolved.
- f) Site Maintenance. If the Contractor fails to properly conduct site maintenance and groundskeeping activities in the manner and frequency as required in this Contract, SWDD shall provide notice to the Contractor. If the Contractor fails to remedy the issues within twenty-four (24) hours of notice from SWDD, Administrative Charges in the amount of \$500 per day shall be assessed until SWDD determines the issues have been resolved.
- g) Reports & Deliverables. If the Contractor fails to provide any reports or deliverables to SWDD within the time frame specified in this Agreement or any Amendment to this Agreement, SWDD shall assess Administrative Charges in the amount of \$500 per day that each report and/or deliverable is late.
- h) Failure to Open, Close or Properly Secure CCCs. If Contractor fails to open the CCCs on-time or close the CCCs on time or properly secure one of the CCCs at the end of a day's operation, SWDD shall assess Administrative Charges in the amount of \$1,000 per occurrence.

- i) Loss of Use Due to Negligence. If through Contractor negligence, including negligence by one of its employees, an operation covered under this Contract becomes unavailable for use by the citizens of Indian River County, the payment to the Contractor will be reduced by the number of days the operation is unavailable, and Administrative Charges of \$500 per day will be assessed by SWDD.

j) Other Related Charges:

1. Commingling solid waste with recyclable materials: \$200 per occurrence per location.
2. Failure to prevent out-of-county waste or Recyclables from being accepted at CCCs: \$500.00 per occurrence.
3. Failure to properly cover/contain materials in collection vehicles: \$200.00 per occurrence.
4. Failure to display the Contractor's name and phone number on collection vehicles: \$100.00 per occurrence per day.
5. Delivery of waste to the Indian River County Landfill that did not originate at the CCCs: \$1,000 for the first offense, \$5,000 for the second offense, and Potential loss of Contract for the third offense.

12.2.4 If any violation or deficiency is repeated within forty-eight (48) hours, after an initial deficiency is identified in the same category, the violation will be considered a continuation of the original deficiency and Administrative Charges will be immediately assessed.

12.2.5 If the Contractor or Subcontractor fails to comply with any applicable environmental regulations or other Applicable Laws, the Contractor shall pay SWDD the following:

- a) All lawful fines, penalties, and forfeitures charged to the County by any judicial orders or by any governmental agency responsible for the enforcement of environmental or other Applicable Laws; and
- b) The actual costs incurred by the County as a result of the failure to comply with the environmental or other Applicable Laws, including any costs incurred in investigating and remedying the conditions that led to the failure to comply with the Applicable Laws.

Article 13. Emergency Services

13.1 Contingency and Continuity of Operations Plan

Contractor shall develop a plan for the possibility of a storm event or emergency rendering Contractor's equipment unusable for a period that would interrupt services required herein (Contingency and Continuity of Operations Plan (*i.e.*, *Disaster Response Plan*)). The Plan shall outline the process by which Contractor shall avoid interruption in services including extra staffing, equipment, and resources to be utilized, backup generators for fueling and offices and backup procedures and locations should Contractor's facility or offices be damaged. The Contingency and Continuity of Operations Plan shall be submitted a minimum of thirty (30) Days

prior to the Commencement Date. It shall also outline measures to be taken to resume services defined within this Contract and shall be updated by March 31st of each year.

SWDD shall coordinate with Contractor if a disaster should require temporary closure, or modification to the hours of operation of the CCCs. Contractor shall be familiar with local, state, or federal agency documentation requirements, including but not limited to the generality of the foregoing, rules, regulations, and guidelines applicable to FEMA's Public Assistance Program for Debris Removal, as such requirements change from time to time. Contractor shall maintain complete and accurate records of all such Disaster Work and provide all required and necessary documentation for submission of cost reimbursement requests. Contractor shall be required to submit its FEMA documentation of costs to SWDD as a condition of payment for additional personnel and equipment pursuant to this Article.

13.2 Emergency Management/Disaster Meetings

Contractor shall attend emergency management/disaster meetings as requested by SWDD and shall provide any materials that may be useful to the discussion. The County shall notify Contractor of the date, time, and location of the meetings, and any necessary materials to be provided by Contractor.

13.3 Use of Emergency Services

Contractor acknowledges that the County has entered one or more stand-by contracts for debris removal in the event of a natural disaster. However, the CCCs may be impacted and the clean-up from some natural disasters may require that Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the natural disaster. The pricing included on the bid form under additional services shall be utilized for the compensation of Emergency Services, and these costs shall be included in the annual rate adjustment process.

Article 14. Change to Service, Law, or Regulation

14.1 Contractor and County recognize that federal, state, and local law and other changes in law in the future that mandate actions or programs may require changes or modifications to the Agreement. The County shall have the right to make changes to the Agreement as a result of changes in law and to impose new and reasonable rules and regulations on the Contractor relating to the scope and methods of work as shall be necessary and desirable from time to time for the public welfare.

14.2 If any federal, state, or local authority enacts or changes any applicable laws, rules or regulations pertaining to operation of the CCCs which results in a substantial change to the services defined herein and which results in a material increase or decrease in Contractor's costs, the Contractor and County shall negotiate mutually agreeable adjustments to the Agreement.

14.3 Should SWDD decide to delete the number of facilities identified herein, SWDD shall notify the Contractor of such changes in writing and the changes shall take effect within 30 days of notice.

14.4 The adjustment to the compensation for the deleted facility shall take effect within 30 days of notice.

Article 15. Insurance

15.1 Contractor shall not commence work until all the insurance required under this section has been obtained, and until such insurance has been approved by SWDD. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

- **Owners and Subcontractors Insurance:** The Contractor shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a contractor herein and such insurance has been approved unless the subcontractor's work is covered by the protections afforded by the Contractor's insurance.
- **Worker's Compensation Insurance:** The Contractor shall procure and maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker's compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.
- **Public Liability Insurance:** The Contractor shall procure and maintain broad form commercial general liability insurance (including contractual coverage) and commercial automobile liability insurance in amounts not less than shown below. The owner shall be an additional named insured on this insurance with respect to all claims arising out of the operations or work to be performed.

Commercial General (Public) Liability, other than Automobile \$1,000,000.00 Combined single limit for Bodily Injury and Property Damage	Commercial General A. Premises / Operations B. Independent Contractors C. Products / Completed Operations D. Personal Injury E. Contractual Liability F. Explosion, Collapse, and Underground Property Damage
Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$3,000,000.00, each occurrence; and property damage of not less than \$3,000,000.00, each	

occurrence. (Combined single limits of not less than \$3,000,000.00, each occurrence – general aggregate; \$3,000,000.00 – products-comprehensive or aggregate; \$3,000,000.00 – each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than \$3,000,000.00 per occurrence, unless otherwise stated by exception herein.

Automobile	A. Owner Leased Automobiles
\$1,000,000.00 Combined single limit	B. Non-Owned Automobiles
Bodily Injury and Damage Liability	C. Hired Automobiles
	D. Owned Automobiles
<p>Environmental Liability.</p> <p>The Contractor shall procure and shall maintain Environmental Liability coverage with minimum limits of \$2,000,000 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion of the contract with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," Contractor may submit annually to SWDD a current Certificate of Insurance proving claims made coverage insurance remains in force throughout the same three (3) year period. Such coverage shall include coverage for environmental remediation.</p> <p>Umbrella/Excess Liability.</p> <p>In addition to the requirements above paragraphs, the Contractor shall be responsible for procuring and maintaining during the life of the Contract an excess liability policy (excluding pollution losses) in the following amount: \$2,000,000 per occurrence over primary insurance and \$2,000,000 – aggregate.</p>	

- **Proof of Insurance:** The Contractor shall furnish the owner a certificate of insurance in a form acceptable to the owner for the insurance required. Such certificate or an endorsement provided by the contractor must state that the owner will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming Owner as Additional Insured must accompany the Certificate of Insurance.

15.2 The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by Contractor.

15.3 The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

- 15.4 The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide thirty (30) Days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

Article 16. Complaints and Disputes

- 16.1 Contractor shall immediately notify SWDD of any customer or citizen complaints concerning any work activities required in this Contract such as litter, noise, dust, odor, property damage, accidents or injuries, failure to open/close, or other claims which may involve any party, against the Contractor, SWDD, or County.

- (1) Notification may be verbal but must be followed by written notification to include any witness statements and photographs within twenty-four (24) hours. The Contractor shall also provide a Sheriff's Department incident report (if applicable). Such notification shall be made directly to SWDD.
- (2) The Contractor has a responsibility to resolve customer or citizen disputes in a professional manner.
- (3) SWDD reserves the right to investigate customer or citizen complaints and if the complaint is deemed valid and not resolved in a timely manner, SWDD may impose Administrative Charges.
- (4) Contractor shall notify SWDD immediately of any damages to permanent equipment, fixtures, fencing, buildings, or facilities at any of the CCCs. The Contractor, at its sole expense, shall immediately initiate the required repairs and inform SWDD of the expected timeline of repair. Should the Contractor refuse to initiate repairs within ten (10) days of notification, SWDD may make the necessary repairs and bill the Contractor for the cost of the repairs plus fifteen (15%) percent. If such damage is likely to halt the collection or transportation of materials at a CCC, the Contractor will immediately start the necessary repairs to allow for the resumption of full services until permanent repairs can be made.

Article 17. Termination

17.1 Failure to Maintain Performance Bond and Insurance

SWDD reserves the right to terminate this Contract if Contractor fails to obtain and maintain the Performance Bond as set forth in Article 12.1 and the insurance requirements set forth in Article 15.

17.2 Scrutinized Companies

Contractor is advised that section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of One Million Dollars (\$1,000,000.00) or more that are on either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized

Companies with Activities in the Iran Petroleum Energy List. Both lists are created pursuant to section 215.473, Florida Statutes. SWDD reserves the right to terminate this Agreement if SWDD discovers that the Franchisee has submitted a false certification regarding the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and/or if, during the term of the Contract, the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List.

Contractor certifies that it and those related entities of Contractor as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes and are not engaged in a boycott of Israel. SWDD may terminate this Agreement if Contractor, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

17.3 Bankruptcy

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

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

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

17.4 Default

SWDD may terminate this Agreement by written notice of default to the Contractor if Contractor fails to perform or observe any of the terms and conditions of this Agreement for a period of thirty (30) days after receipt of notice of such default. Should Contractor make good faith effort

to cure any notified failure that exceeds the thirty (30) day period, SWDD shall retain the right to make final determination on the termination for default.

Contractor may terminate this Agreement by written notice of a default to SWDD only upon SWDD's material breach of a non-payment due under this Contract. A material breach shall not include allowed deduction for Administrative Charges and shall not include any allowable timeframe per the Florida Prompt Payment Act. Should SWDD make a good faith effort to cure any notified breach that exceeds the thirty (30) day period, Contractor shall retain the right to make final determination on the termination for default.

Article 18. Other Terms and Conditions

18.1 Indemnification

The Contractor shall defend, indemnify, and hold harmless the County and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorney's fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of Applicable Law by the Contractor, or its employees, agents, subcontractors, or other persons or entities performing work under this Agreement. Contractor's duty to indemnify shall not extend to acts, neglect, errors, omissions, or defaults caused by County employees or agents. This section shall survive the termination or expiration of this Agreement.

18.2 Assignment

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

18.3 Severability

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

18.4 Compliance with Laws and Regulations

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

18.5 Sovereign Immunity

SWDD reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other Applicable Law, and specifically reserves and does not waive the defense of sovereign immunity.

18.6 Right to Require Performance

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

18.7 Modification

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

18.8 Reservation of Rights

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

18.9 Independent Contractor

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto or as constituting Contractor as an agent, representative or employee of SWDD for any purpose whatsoever. Contractor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. Persons employed by Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to SWDD's officers and employees either by operation of law or by SWDD.

18.10 Governing Law, Venue

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

18.11 Public Records Compliance

SWDD is an independent district of Indian River County, a public agency subject to Chapter 119, Florida Statutes. Contractor shall comply with Florida's Public Records Law. Specifically, Contractor shall:

- (1) Keep and maintain public records required by the County to perform the service.

- (2) Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the service. If the CONTRACTOR transfers all public records to the County upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

IF 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:

(772) 226-1424

publicrecords@indianriver.gov

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

Failure of CONTRACTOR to comply with these requirements shall be a material breach of this Agreement. CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, create pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. IRC-BoCC may terminate this agreement if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or

the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

18.12 Waiver

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

18.13 Survival of Obligation

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

18.14 Attorney's Fees

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

18.15 Headings

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

18.16 Notice

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

To SWDD:

Managing Director
Indian River County Solid Waste Disposal District
1325 74th Avenue SW
Vero Beach, Florida 32968

To Contractor: [to be inserted]

18.17 E-Verify

Contractor is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining an affidavit from all subcontractors, as required in Section 448.095(5)(b), F.S.,

stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Sample Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

Attest:

Ryan L. Butler, Clerk of Court and Comptroller

Solid Waste Disposal District

Indian River County, Florida

By:

Deputy Clerk

By:

Joseph E. Flescher, Chair

Date Approved by SWDD: _____

Approved By:

John A. Titkanich, Jr., County Administrator

Approved as to Form and Legal Sufficiency By:

Christopher Hicks, Assistant County Attorney

**SIGNED, SEALED, AND DELIVERED IN THE
PRESENCE OF:**

By:

Print Name:

By:

Print Name:

BY CONTRACTOR:

By:

Print Name:

Print Title:

Exhibit 1. Definitions

Accepted Materials: All CCCs shall accept and segregate the following Residential materials: Solid Waste, Yard Waste, Mixed Recyclables, Cardboard, White Styrofoam, Loose-Plastic Film, Vape Pens, Passenger and Light Truck Tires, Scrap Metal, White Goods, Electronics, Sharps, and Household Hazardous Waste (HHW). CCCs shall also accept limited Commercial Recyclables (Mixed Recyclables, Cardboard, Loose-Plastic Film, Vape Pens, White Styrofoam).

Agreement (or Contract): This contract between SWDD and the Contractor including any exhibits and any amendments as modified, supplemented, or restated from time to time.

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

Board: Board of County Commissioners of Indian River County, Florida.

Bulk Trash: shall mean any non-vegetative item that cannot be containerized, bagged, or bundled, or whose large size or weight precludes its handling, processing, or disposal by normal methods. Bulk Trash shall include, but not be limited to, furniture, White Goods, grills, lawn equipment, furnaces, and bicycles, excluding carpet/rugs, vehicular tires up to 25" inches diameter which may be on or off the wheel rim, motor vehicles or similar property not having a useful purpose to the owner or abandoned by the owner and not included within the definitions of garbage, Yard Waste per week. Definition does not include Hazardous Waste or Construction and Demolition debris.

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

Commencement Date: October 1, 2025, the date services pursuant to the Contract shall commence.

Commercial Recyclables: Commercial Customers may only bring the following recyclable materials to the CCC: Mixed Recyclables, Cardboard, Loose-Plastic Film, Vape Pens, and White Styrofoam.

Construction and Demolition Debris: As defined in Section 403.703, F.S. as amended and provided here: *Discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative*

matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of Construction and Demolition with other types of Solid waste will cause it to be classified as other than Construction and Demolition. The term also includes:

- a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;*
- b) Except as provided in s. 403707(9)(i), Yard Waste and unpainted, nontreated wood scraps and wood pallets from sources other than construction or demolition projects;*
- c) Scrap from manufacturing facilities which is the type of material generally used in construction projects, and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding, concrete, and similar materials from industrial or*
- d) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.*

Contract Manager: The person designated by SWDD to act as SWDD's representative during the term of this Contract.

Contractor: The entity to which Indian River County enters this Contract for services specified herein.

Contractor Maintenance Building: A building owned by the County that is located at each CCC for the Contractor to occupy and utilize during the term of the Contract.

Critical Equipment: Equipment deemed essential to the operation of the CCCs and identified by Bidder during the procurement process.

Customer Convenience Center (or CCC): A permitted location where customers unload their waste or recyclables into containers. The operational intent of the facility is to provide a safer environment for customers with smaller loads of waste to use for their disposal needs.

Day: One calendar day unless otherwise specified herein.

Declaration of Emergency: A formal notification that may be provided to the Contractor by SWDD after a declaration of emergency is issued by the State of Florida or the County pursuant to Chapter 252, Florida Statute.

Effective Date: The date this Contract has been fully executed by both SWDD and Contractor.

Hazardous Waste: As defined in Chapter 62-730, FAC, as amended from time to time; the Resource Conservation and Recovery Act, 42 USC 82, and implementing regulations, as amended from time to time; or Section 403.703(21), F.S., and provided here: Solid Waste, or combination of Solid Wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the

environment when improperly transported, disposed of, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under chapter 497. In addition to the foregoing definition, any material or substance identified in the Florida Administrative Code Rule 62-730, and 40 Code of Federal Regulation, Part 261 is also included. Hazardous Waste is not accepted at the IRC Class 1 Landfill.

Holidays: Shall mean Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

Household Hazardous Waste (HHW): The Florida Department of Environmental Protection (FDEP) defines household hazardous waste (HHW) as leftover household products that contain toxic, corrosive, ignitable, or reactive ingredients. HHW includes but is not limited to paints, cleaners, oils, batteries, pesticides, lawn chemicals, and fluorescent lamp bulbs.

Landfill: The Indian River County Solid Waste Landfill.

Legitimate Complaint: Shall mean any complaint where the provisions herein regulating Solid Waste, Program Recyclables, or Yard Waste collection were adhered to by the Customer and Franchisee did not perform in accordance with such provisions.

Mixed Recyclables: This consists of Old Corrugated Cardboard, Paper, Plastic Bottles and Jugs, Aluminum and Metal Cans, and Glass Bottles and Jars.

Non-Accepted Materials: Non-Accepted Materials: Contractor shall reject prohibited waste or materials to include Hazardous Waste, Radioactive Waste, Biomedical Waste, PCBs, Bulk Liquids, Dead Animals, Flammable or explosive materials not known in Residential Household Hazardous Waste, contaminated soils, infection waste, Commercial Solid Waste, Commercial Yard Waste, Construction and Demolition Debris, out of County waste, asbestos, and other materials not identified as Accepted Materials.

SWDD (or District): The Indian River County Solid Waste Disposal District, a dependent special district of Indian River County, Florida.

Rate: The Board approved amounts to be charged by Contractor for services outlined within Contract.

White Goods: shall mean inoperative or discarded appliances including, but not limited to, air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

Yard Trash: shall mean vegetative matter resulting from yard and landscaping maintenance, including leaves, grass clippings, shrubbery cuttings, palm fronds, tree branches and other similar matter generated by a customer at a residential or commercial property.

Exhibit 2. Rates

[Prices of Selected Bidder to be inserted here.]

Sample Agreement

Exhibit 3. Calculation of Rate Adjustment

One Hundred percent (100%) of the rate adjustment shall be based on seventy five percent (75%) of the change in the Consumer Price Index (CPI) between the month of January in the prior year (CPI1) and the month of January in the current year (CPI2). The CPI shall be the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CWUR0300SAO).

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

The total rate adjustment is rounded to the nearest hundredth of a percent and in any given year shall not exceed five percent (5%) of the previous rate.

EXCEL FORMULA FOR CALCULATING RATE ADJUSTMENT

Rate Adjustment (%) = $\text{ROUND} \left(\left(\frac{\text{CPI2} - \text{CPI1}}{\text{CPI1}} \right) * 0.75 * 100, 2 \right)$

Where:

"CPI1" = published CPI average for the month of January of the prior year

"CPI2" = published CPI average for the month of January of the current year

SAMPLE CALCULATION OF RATE ADJUSTMENT

Current Rate = \$8.00 CPI1 = 225.838

CPI2 = 230.195

$=\text{ROUND} \left(\left(\frac{230.195 - 225.838}{225.838} \right) * 0.75 * 100, 2 \right) = 1.93\%$

Rate Adjustment of 1.93% is less than 5%, the maximum allowed.

New Rate = $\text{ROUND} (\$8.00 * (1 + 0.0193), 2) = \8.15