

**MUNICIPAL COMMERCIAL SOLID WASTE COLLECTION
AND EXCLUSIVE FRANCHISE AGREEMENT**

**BETWEEN
THE TOWN OF DUNDEE, FLORIDA
AND
REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP
d/b/a REPUBLIC SERVICES OF POLK COUNTY**

*IFB 26-02
FY 2025-2026 Sanitation Department
Commercial Solid Waste Collections*

DRAFT FOR TOWN COMMISSION REVIEW

Attorney Revision Date: September 11, 2026

MUNICIPAL COMMERCIAL SOLID WASTE COLLECTION AND EXCLUSIVE FRANCHISE AGREEMENT

THIS MUNICIPAL COMMERCIAL SOLID WASTE COLLECTION AND EXCLUSIVE FRANCHISE AGREEMENT (the "Agreement") is made and entered into effective October 1, 2026 (the "Effective Date"), by and between the TOWN OF DUNDEE, FLORIDA, a Florida municipal corporation (the "Town"), and REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP, d/b/a REPUBLIC SERVICES OF POLK COUNTY (the "Company").

RECITALS

WHEREAS, the Town issued Invitation for Bid No. 26-02 for FY 2025-2026 Sanitation Department Commercial Solid Waste Collections (the "IFB"), including the Town of Dundee General Provision Clauses, Terms and Conditions, the Town's written Questions and Answers/clarifications, bid forms, specifications, and other solicitation documents;

WHEREAS, Company submitted a bid and proposal in response to IFB 26-02, including pricing, service commitments, a 15% franchise fee acknowledgment, and operational representations concerning commercial solid waste collection;

WHEREAS, the Town Commission, by action taken at a duly noticed public meeting on _____, 2026, approved the award and this Agreement, subject to execution by the parties;

WHEREAS, the parties intend this Agreement to implement and clarify the commercial dumpster and roll-off franchise contemplated by IFB 26-02, while excluding Town-serviced commercial carts and source-separated recovered materials to the extent required by Florida law; and

WHEREAS, the parties find that reliable commercial solid waste collection, transparent customer billing, appropriate container sizing, and accurate franchise-fee reporting promote the public health, safety, welfare, and fiscal interests of the Town and its commercial customers.

NOW, THEREFORE, in consideration of the mutual covenants and promises stated below, the parties agree as follows:

1. CONTRACT DOCUMENTS; INCORPORATION; ORDER OF PRECEDENCE

1.1 The Recitals are true and correct and are incorporated into this Agreement. The "Contract Documents" consist of this Agreement and its exhibits; IFB 26-02; the Town of Dundee General Provision Clauses, Terms and Conditions; the Town's written IFB 26-02 Questions and Answers/clarifications; any addenda; Company's bid and proposal, including its pricing proposal and written service commitments; required bonds and insurance documents; and any later written amendment or change approved in accordance with this Agreement.

1.2 If a conflict exists, the documents shall control in the following order: (a) applicable federal, state, and local law and the Town Code; (b) this Agreement and later written amendments approved by the Town; (c) Town-issued addenda and written IFB clarifications; (d) IFB 26-02 and its General Terms; and (e) Company's bid and proposal. A qualification, exception, website term, invoice term, or other Company term is not binding on the Town unless expressly accepted in this Agreement or in a later written amendment approved by the Town Commission when required.

1.3 No provision of this Agreement shall be construed to waive or supersede the Town's police power, regulatory authority, sovereign immunity, or any requirement of the Town Code or Florida law.

2. GRANT AND SCOPE OF EXCLUSIVE FRANCHISE

2.1 Subject to the Contract Documents and applicable law, the Town grants Company the exclusive right and obligation during the Term to provide commercial solid waste collection and disposal service within the Town's municipal limits using 2-, 4-, 6-, and 8-cubic-yard front-load dumpsters and commercial roll-off containers larger than 10 cubic yards (collectively, the "Covered Services"). Covered Services include permanent and temporary commercial roll-off service to the extent included in IFB 26-02.

2.2 The exclusive grant does not include: (a) 95- or 96-gallon commercial cart service, which the Town may provide; (b) collection performed directly by the Town in connection with Town operations, street maintenance, lot clearing, parks, public spaces, or other municipal functions; (c) a contractor's removal with its own equipment and labor of waste generated by its own building or remodeling operations to the extent permitted by the Contract Documents and law; (d) hazardous, biomedical, or other excluded waste that Company is not authorized to collect; or (e) source-separated recovered materials or recycling that may lawfully be collected by a certified recovered materials dealer under section 403.7046, Florida Statutes.

2.3 New commercial customers and newly developed commercial areas within the Town's municipal limits shall be included in the Covered Services without a separate amendment, subject to applicable law and any lawful preexisting rights. Newly annexed areas shall be included when legally permissible; if special transition terms are required by law or an existing agreement, the parties shall cooperate to document those terms without expanding rates beyond those approved by the Town.

2.4 Company shall maintain any Town registration required for a private solid waste hauler and shall comply with all container-approval and other nonconflicting Town Code requirements throughout the Term.

3. TERM; OPTIONAL RENEWAL

3.1 The initial term begins October 7, 2026 and continues for three (3) years through September 30, 2029 (the "Initial Term"), unless earlier terminated in accordance with this Agreement.

3.2 The Town may exercise one optional additional three (3) year renewal through September 30, 2032 by written action approved by the Town Commission and accepted by Company. Any renewal is subject to satisfactory performance, required bonds and insurance, current statutory affidavits/certifications, and approved rates. There is no automatic renewal or automatic month-to-month extension.

3.3 If necessary to avoid interruption of essential service while a successor procurement is completed, the Town may request a short holdover on the same terms for up to ninety (90) days. Any holdover must be approved in writing and does not create a further renewal right.

4. SERVICE REQUIREMENTS AND OPERATIONS

4.1 Company shall furnish at its sole cost all labor, vehicles, containers, equipment, supervision, licenses, disposal arrangements, customer-service resources, and other items necessary to perform the Covered Services safely, lawfully, continuously, and in a good and workmanlike manner.

4.2 Company shall provide the container sizes and service frequencies shown in Exhibit B and shall maintain sufficient personnel, trucks, backup equipment, and contingency resources to complete routes without unreasonable interruption. Collection routes and material changes to regular schedules shall be provided to the Town's Public Works/Sanitation staff.

4.3 Regular collection shall occur during the hours authorized by the Town Code and the Contract Documents. Company shall use reasonable care to minimize noise, litter, leakage, spillage, traffic obstruction, and damage to public and private property. Any material spilled by Company shall be promptly collected and the area cleaned.

4.4 Company shall return containers to their designated locations, close lids/gates when practicable, and leave enclosures reasonably clean after service. Company shall comply with lawful Town directions regarding public safety, emergency access, and placement of containers within rights-of-way or Town property.

5. COORDINATED SITE ASSESSMENTS; CONTAINER RIGHT-SIZING; OVERAGE PREVENTION

5.1 Company and Town staff shall coordinate site assessments for commercial customers so that container size, collection frequency, access, and placement are reasonably matched to each customer's actual waste volume and operating conditions. Company shall give the Town's designated Public Works/Sanitation representative reasonable advance notice of scheduled initial assessments and material re-assessments so Town staff may attend. Town attendance is not required for Company to complete an assessment.

5.2 At an assessment, Company shall evaluate available 2-, 4-, 6-, and 8-cubic-yard dumpster sizes, collection frequency, container location, truck access, enclosure limitations, and observable recurring volume. Company shall provide the customer, and upon request the Town, a written or electronic recommendation identifying the proposed container size and frequency and any material access or placement issue.

5.3 The purpose of the assessment process is to reduce avoidable overload/overage charges and unnecessary service costs through right-sizing and appropriate service frequency. Company shall not represent that Town staff's participation is an engineering review, a guarantee of capacity, or an assumption by the Town of responsibility for a customer's waste generation or service level.

5.4 An overload or overage charge may be assessed only when the condition giving rise to the charge is documented in Company's service record, including a date/time record and photograph when reasonably practicable. If the same customer incurs two (2) overload/overage charges within any sixty (60) day period, Company shall promptly notify the customer and the Town and offer a no-cost service re-assessment before assessing a third overload/overage charge. The customer shall be given a reasonable opportunity to change container size or collection frequency. If the customer declines the re-assessment, declines a recommended service adjustment, or fails to respond after reasonable notice, Company may thereafter assess otherwise-approved overload/overage charges consistent with Exhibit B.

5.5 Nothing in this Section creates a partnership, joint venture, agency, or shared liability between the Town and Company. Company remains solely responsible for its operational recommendations, equipment, collections, and charges, and each customer remains responsible for its own waste generation and compliance with service requirements.

6. CUSTOMER BILLING; APPROVED RATES; CHARGES

6.1 Company shall bill commercial and roll-off customers directly. The Town is not the guarantor of private customer accounts and is not responsible for a customer's unpaid invoice.

6.2 Company may charge only rates, fees, and surcharges expressly approved or authorized by the Town Commission and stated in Exhibit B or a later written rate resolution/amendment. Customer-specific commercial roll-off rates established in accordance with Exhibit B, Section B.4 are authorized by this Agreement and do not require individual Town approval. No invoice term, website fee, fuel/environmental surcharge, administrative charge, recovery fee, franchise-fee surcharge, or other additional amount may be imposed unless specifically authorized by the Town. The 15% franchise fee is already incorporated into Company's pricing and shall not be added as a separate customer surcharge.

6.3 Customer invoices shall be sufficiently itemized to identify the account, service period, container size, service frequency, base service charge, extra pickups, overload/overage charges, roll-off charges, credits, and any other Town-approved charge. Company shall maintain invoice and service documentation sufficient for Town review and audit.

6.4 Company may suspend service to a delinquent private customer only after the account is at least sixty (60) days past due and after providing the customer and the Town at least five (5) business days' written notice of the intended suspension. Company shall comply with applicable law and Town requirements concerning health/safety conditions. Customer delinquency does not constitute a Town default and does not authorize Company to terminate this Agreement.

7. ANNUAL RATE ADJUSTMENTS; EXTRAORDINARY COST PETITIONS

7.1 On each anniversary of the Effect Date of this Agreement, Company shall increase the rates for all Services in an amount equal to 5% of the then-current rates.

7.2 Except for a rate adjustment approved by the Town Commission under Section 7.1, pricing may not be increased during a contract year. Company may petition the Town Commission for consideration of an extraordinary adjustment based on an unusual, material change in law, disposal location, disposal charge, or other extraordinary cost circumstance contemplated by the IFB. Any petition must be supported by documentation sufficient to demonstrate the basis and amount requested, may not duplicate costs already addressed through another approved adjustment, and creates no entitlement to an increase. No extraordinary adjustment is effective unless approved in writing by the Town Commission.

7.3 The Town may request a downward rate adjustment when documented unusual changes materially decrease the cost of providing Covered Services, consistent with the IFB. No requested increase or decrease changes an approved rate unless approved in writing by the Town Commission.

8. FRANCHISE FEE; REVENUE REPORTING; AUDIT

8.1 Company shall pay the Town a franchise fee equal to fifteen percent (15%) of Gross Billings for commercial and roll-off Covered Services within the Town. "Gross Billings" means the total amounts invoiced for Covered Services, including base service, extra pickups, overload/overage charges, roll-off hauling/disposal charges, and other Town-approved Covered Service charges, before deduction of Company operating costs. Documented credits, refunds, and bona fide billing reversals may be applied in the period in which entered. Taxes or governmental assessments collected solely for remittance to another governmental entity are excluded.

8.2 Franchise fees shall be paid quarterly no later than the twentieth (20th) day of the month following the end of each calendar quarter. Each payment shall be accompanied by a certification signed by an authorized Company representative and a report showing, at minimum, customer/account count; service location; container size/frequency; commercial and roll-off Gross Billings by category; credits/adjustments; and the franchise-fee calculation. Reports shall be provided electronically in a format reasonably acceptable to the Town.

8.3 Company shall also provide the Town, no later than the tenth (10th) day of each month, a current commercial account/service list showing active service locations, container size, service frequency, and material account changes. This operational report may omit confidential payment-card or bank information and other information exempt from disclosure by law.

8.4 Company shall maintain records sufficient to verify Covered Service billings and franchise-fee payments for at least five (5) years after the applicable billing period, or longer if required by law. Upon reasonable notice, the Town or its designated auditor may inspect or audit relevant records, including electronic billing data, at a mutually reasonable time and location or by secure electronic production. The Town shall bear its audit cost unless an audit identifies an underpayment of more than five percent (5%) for the audited period, in which event Company shall reimburse the Town's reasonable audit cost in addition to promptly paying the deficiency and any amount otherwise due under law or the Town Code.

9. MUNICIPAL FACILITIES AT NO ADDITIONAL COST

9.1 Company shall provide, at no additional cost to the Town, the container sizes and collection frequencies listed in Exhibit C. The listed services are included as part of Company's obligations under this Agreement, whether identified in Company's bid or expressly agreed to in this Agreement, and are not subject to customer billing or the franchise fee.

9.2 The Town may substitute a Town-owned or Town-controlled location for a listed location upon reasonable notice when the substitute requires an equivalent or lower aggregate container size and collection frequency. Any net increase in the aggregate no-cost service obligation shall require written agreement of the parties and any approval required by the Town Commission.

10. CUSTOMER SERVICE; COMPLAINTS; MISSED PICKUPS; SERVICE GUARANTEE

10.1 Company shall maintain a local or toll-free customer-service number and adequate customer-service personnel during normal business and collection hours. Company shall maintain a reliable method for Town staff to escalate operational and billing issues to Company management.

10.2 Company shall investigate service complaints promptly. Verified missed scheduled collections, service delays, or similar routine service failures shall be corrected within twenty-four (24) hours after notice, unless a Force Majeure event directly prevents correction. Company shall document the complaint, disposition, and corrective action and provide that information to the Town upon request.

10.3 Repeated failure to meet the 24-hour response/correction standard, repeated missed routes, insufficient equipment/staffing, unauthorized charges, or material billing/reporting deficiencies constitute performance issues subject to the default remedies in Section 18.

11. EQUIPMENT; ACCESS; PROPERTY DAMAGE

11.1 Company owns and is responsible for the maintenance and safe operation of its vehicles and containers. Customers shall not intentionally move, alter, misuse, or overload Company containers except as authorized. Company may charge only Town-approved charges for damage or misuse attributable to a customer and supported by reasonable documentation.

11.2 Company is responsible for loss or damage to public or private property to the extent caused by the negligence, recklessness, willful misconduct, or violation of law of Company or its employees, agents, subcontractors, or equipment. Nothing in this Agreement releases Company from responsibility for pavement, curbing, structures, enclosures, utilities, or adjacent property damaged by Company's negligent operation.

11.3 The Town is not responsible for loss or damage caused by a private customer. The Town is responsible only to the extent liability is legally imposed on the Town for the Town's own negligent acts or omissions, subject at all times to Section 768.28, Florida Statutes, and all defenses and limitations available to the Town.

11.4 The applicable customer shall provide Company reasonable, safe, and unobstructed access to the collection container on the scheduled service day. If lack of access at a private customer location requires an additional trip, Company may charge that customer only an otherwise-approved charge stated in Exhibit B and only when the access condition and additional trip are reasonably documented. The Town is not responsible for a private customer's failure to provide access. At a Town facility, Company shall coordinate any access issue with Town staff, and no additional charge may be imposed on the Town without prior written Town authorization.

12. EXCLUDED WASTE; RECOVERED MATERIALS; DISPOSAL

12.1 Company may refuse to collect hazardous waste, biomedical waste, radioactive material, or other waste that Company is not lawfully permitted or equipped to handle. Company shall promptly notify the affected customer and, when a public health/safety issue may exist, the Town. Company shall not impose costs on the Town for waste generated by a private customer unless the Town expressly authorized the service in writing.

12.2 Company shall transport and dispose of Covered Service waste only at facilities lawfully authorized to receive the material. Company shall maintain all permits, registrations, and disposal arrangements required by applicable law and shall provide the Town identifying information for designated disposal facilities and material changes upon request.

12.3 Source-separated recovered materials are outside the exclusive franchise to the extent protected by section 403.7046, Florida Statutes. Nothing in this Agreement requires a commercial establishment to use Company for source-separated recovered materials when Florida law preserves the establishment's right to contract with a properly certified recovered materials dealer.

12.4 Title to Covered Service waste passes to Company when the waste is loaded into Company's collection vehicle. Title to hazardous, biomedical, radioactive, or other Excluded Waste does not pass to Company solely because Company inadvertently collects or receives the material, and remains with the generator or other person responsible for the material except as otherwise provided by applicable law. Nothing in this Section relieves Company from any duty, liability, or responsibility imposed by law or arising from Company's own handling, transportation, disposal, negligence, recklessness, or willful misconduct.

13. COMPLIANCE WITH LAWS; TOWN CODE; LICENSES AND REGISTRATION

13.1 Company shall comply with all applicable federal, state, county, and Town laws, ordinances, rules, permit conditions, safety requirements, and environmental requirements. If this Agreement conflicts with a mandatory

legal requirement, the legal requirement controls, and the parties shall cooperate on a lawful written amendment if necessary.

13.2 Company shall obtain and maintain at its expense all licenses, registrations, permits, and approvals necessary to perform the Covered Services, including any private solid waste hauler registration required by the Town Code. Company shall timely pay all legally imposed taxes, fees, and charges for which Company is responsible.

13.3 Company shall maintain the certifications and representations required by the IFB and applicable law, including those concerning public entity crimes, scrutinized companies, drug-free workplace requirements, foreign countries of concern, and other procurement compliance requirements, to the extent applicable. A material false certification or loss of required eligibility is a default.

14. INSURANCE

14.1 Throughout the Term, Company shall maintain, at its expense, insurance no less protective than the following limits contained in Company's draft agreement and bid materials: (a) Workers' Compensation - statutory; Employers' Liability - \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease; (b) Automobile Liability - \$3,000,000 combined single limit applicable to owned, non-owned, hired, and leased vehicles; and (c) Commercial General Liability - \$2,500,000 each occurrence and \$5,000,000 general aggregate. Company shall maintain the MCS-90 endorsement or equivalent pollution-related motor-carrier endorsement required by law and any other insurance required by the Contract Documents.

14.2 The Town, its elected and appointed officials, officers, and employees shall be included as additional insureds on applicable commercial general liability and automobile policies to the extent available and required by the Contract Documents. Such coverage shall be primary and noncontributory to Town coverage where required by written contract. Company shall provide certificates of insurance and, upon request, copies or endorsements sufficient to verify compliance. Company shall provide notice of cancellation or material reduction as required by policy and law and shall promptly notify the Town of any cancellation notice received.

14.3 Insurance does not limit Company's contractual or legal liability. Failure to maintain required insurance is a material default and may result in suspension of new work or termination if not promptly cured.

15. INDEMNIFICATION; RISK ALLOCATION; SOVEREIGN IMMUNITY

15.1 To the fullest extent permitted by law, Company shall indemnify and hold harmless the Town and its elected and appointed officials, officers, and employees from third-party claims, damages, losses, liabilities, and reasonable defense costs to the extent caused by the negligent, reckless, or willful acts or omissions of Company or its employees, agents, or subcontractors in performing this Agreement, or by Company's material violation of applicable law. Company's obligation does not extend to the extent a claim is caused by the Town's negligence or willful misconduct.

15.2 The Town does not indemnify Company for acts of private customers and does not assume Company's contractual obligations to customers. Nothing in this Agreement is intended to constitute or shall be construed as a waiver of sovereign immunity or the limitations of liability in section 768.28, Florida Statutes, nor as consent to suit beyond that provided by law.

15.3 Each party remains responsible for its own acts and omissions to the extent provided by applicable law. This Section survives expiration or termination for claims arising from events occurring during the Term.

16. BONDS

16.1 Before commencement and throughout the Initial Term, Company shall furnish and maintain the bid/performance/payment bond or other surety security required by the Contract Documents in the form and amount approved by the Town. Consistent with the Town's IFB clarification, required performance security shall remain effective for the full three-year Initial Term rather than lapse annually without replacement.

16.2 Any surety shall be authorized to do business in Florida and otherwise satisfy the Contract Documents. Failure to maintain required bond coverage is a material default.

17. FORCE MAJEURE; EMERGENCY AND CONTINGENCY OPERATIONS

17.1 A party is excused from a specific performance obligation only to the extent and for the period that performance is actually prevented by an event beyond the party's reasonable control that could not reasonably have been avoided or mitigated, including a declared natural disaster, major fire, or governmental order (a "Force Majeure Event"). Labor shortages, equipment breakdowns, fuel-price changes, ordinary weather, or subcontractor/vendor failures are not Force Majeure Events to the extent they could reasonably be addressed through the staffing, backup equipment, contingency planning, or ordinary business measures required by the Contract Documents.

17.2 The affected party shall promptly notify the other party, describe the expected impact and duration, and use diligent efforts to mitigate disruption and resume performance. Company shall implement the contingency and emergency-response commitments stated in its bid and coordinate route/schedule changes with Town staff. No Force Majeure Event automatically authorizes a rate increase or additional fee.

17.3 Extraordinary disaster-debris service outside the Covered Services may be separately negotiated by written agreement. The Town is not obligated to pay an unapproved emergency or disaster charge.

18. DEFAULT; CURE; TERMINATION; TRANSITION

18.1 A material breach includes, without limitation, repeated service failures; failure to correct routine service issues within the required 24-hour period; unauthorized charges; failure to remit franchise fees or provide required reports; loss of required licenses, registrations, insurance, or bonds; material violation of law; material false certification; abandonment of service; or other substantial failure to perform the Contract Documents.

18.2 For a routine operational service default capable of prompt correction, Company shall begin corrective action immediately and complete correction within twenty-four (24) hours unless the Town agrees otherwise. For another material breach, the nonbreaching party shall give written notice and a reasonable cure period not to exceed ten (10) days unless the nature of the breach reasonably requires more time and the breaching party begins cure promptly and diligently pursues completion. No extended cure applies to abandonment, loss of legal authority to perform, failure to maintain required insurance/bond after notice, fraud, or a breach that creates an immediate material threat to public health or safety.

18.3 If a material breach is not timely cured, the nonbreaching party may terminate this Agreement by written notice and exercise any other remedy available under the Contract Documents or law. The Town may obtain substitute services and may recover legally recoverable incremental costs caused by Company's default. Company may not terminate this Agreement based on a private customer's delinquency.

18.4 Upon expiration or termination, Company shall cooperate in an orderly transition, provide current service-location/container data to the Town to the extent permitted by law, continue service through the effective termination date, remove its equipment on a coordinated schedule, remit all accrued franchise fees, and deliver required public records. Transition obligations do not require Company to disclose proprietary information unrelated to the Town's service transition.

19. PUBLIC RECORDS

19.1 Company shall comply with Chapter 119, Florida Statutes, and section 119.0701, Florida Statutes, to the extent applicable to records relating to this Agreement. Without limiting the foregoing, Company shall: (a) keep and maintain public records required to perform the service; (b) upon request from the Town's custodian of public records, provide the Town with a copy of requested records or allow inspection/copying within a reasonable time at a cost that does not exceed the cost provided by law; (c) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; and (d) upon completion of the Agreement, transfer at no cost to the Town all public records in Company's possession or keep and maintain such records as required by law, with electronic records provided in a format compatible with the Town's information technology systems upon request.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, EANDERSON@TOWNOFDUNDEE.COM, ERICA ANDERSON, TOWN CLERK, P.O. BOX 1000, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

19.2 Failure to comply with a lawful public-records requirement is a material breach. This Section survives termination to the extent required by law.

20. E-VERIFY; HUMAN TRAFFICKING AFFIDAVIT; STATUTORY COMPLIANCE

20.1 Company and each subcontractor shall register with and use the E-Verify system as required by section 448.095, Florida Statutes. Company shall obtain and retain any subcontractor affidavit required by that statute and shall take the actions required by law if Company has a good-faith belief that a subcontractor has knowingly violated the statute.

20.2 As a condition to execution, renewal, or extension of this Agreement, Company shall provide the Town the affidavit required by section 787.06(14), Florida Statutes, signed by an officer or representative under penalty of perjury and attesting that Company does not use coercion for labor or services as defined in that section. Company shall provide an updated affidavit if required by a change in law or by renewal/extension.

20.3 Company shall comply with other state-law certifications and contractual requirements incorporated through IFB 26-02 to the extent applicable. If a statutory citation in an earlier bid form has been renumbered, the current applicable statute controls.

21. ASSIGNMENT; SUBCONTRACTING

21.1 Company may not assign this Agreement, the exclusive franchise, or substantially all performance obligations without the Town’s prior written consent and any Town Commission approval required by law. A corporate reorganization that does not change the performing entity, reduce Company’s financial or operational responsibility, or impair Town remedies may be approved administratively if permitted by Town procurement requirements.

21.2 Company may use qualified subcontractors for limited aspects of performance only if permitted by the Contract Documents. Company remains fully responsible for all subcontracted work, compliance, insurance, E-Verify requirements, and customer service as if performed by Company itself.

22. NOTICES

22.1 Formal notices under this Agreement shall be in writing and delivered by hand, nationally recognized overnight service, certified U.S. mail, or email with confirmation of receipt to the following addresses, as updated by written notice:

TOWN	COMPANY
Town of Dundee Attn: Town Clerk 202 East Main Street / P.O. Box 1000 Dundee, Florida 33838 EAnderson@townofdundee.com 863-438-8330	Republic Services of Florida, Limited Partnership d/b/a Republic Services of Polk County Attn: General Manager 3820 Maine Avenue Lakeland, Florida 33801 (or successor notice address provided in writing)

23. MISCELLANEOUS

23.1 Independent Contractor; No Partnership. Company is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, principal-agent relationship, employment relationship, or fiduciary relationship between the Town and Company, notwithstanding the parties’ operational cooperation and coordinated site assessments.

23.2 Governing Law and Venue. Florida law governs this Agreement. Exclusive venue for any action arising from this Agreement shall lie in a court of competent jurisdiction in Polk County, Florida, unless mandatory law requires otherwise.

23.3 No Third-Party Beneficiaries. This Agreement is for the benefit of the parties and does not create a contractual right in any customer or other third party, except to the extent a right is expressly created by law.

23.4 Amendments. No amendment, waiver, rate change, or material modification is effective unless in writing and approved/executed by the persons or governing body authorized under applicable law and Town procurement requirements. Operational directions that do not change price, term, material scope, or legal obligations may be issued by authorized Town staff consistent with the Contract Documents.

23.5 No Waiver. Failure to enforce a provision on one occasion does not waive future enforcement. A waiver must be in writing and applies only to the matter expressly waived.

23.6 Severability. If a provision is held invalid or unenforceable, the remaining provisions remain effective to the maximum extent lawful, and the parties shall construe or amend the affected provision to preserve its lawful purpose as closely as possible.

23.7 Entire Agreement. The Contract Documents constitute the parties' entire agreement regarding the Covered Services. Company's standard customer-service terms may govern matters solely between Company and a customer only to the extent they do not conflict with the Contract Documents, Town-approved rates, Town Code, or law.

23.8 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature to the extent permitted by law, each of which is deemed an original and all of which constitute one instrument.

23.9 Survival. Provisions concerning franchise-fee reconciliation, audit, public records, indemnification, accrued payment obligations, transition, and any other obligation that by its nature should survive shall survive expiration or termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates below.

TOWN OF DUNDEE, FLORIDA

By: _____

Name: _____

Title: Mayor

Date: _____

ATTEST:

Erica Anderson, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Town Attorney

**REPUBLIC SERVICES OF FLORIDA,
LIMITED PARTNERSHIP, d/b/a
REPUBLIC SERVICES OF POLK COUNTY**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

SERVICE SPECIFICATIONS

A.1 Covered Container Types. Company shall provide 2-, 4-, 6-, and 8-cubic-yard commercial front-load dumpsters and commercial roll-off containers larger than 10 cubic yards as authorized by the Contract Documents. Town-serviced 95/96-gallon carts are excluded from Company's exclusive franchise.

A.2 Service Frequency. Regular commercial dumpster service shall be available from one (1) through six (6) collections per week when operationally available and consistent with the approved rate schedule. Customer service levels shall be selected based on customer need and the coordinated right-sizing process in Section 5.

A.3 Container Condition. Company shall provide containers that are structurally sound, reasonably clean, clearly identified, and maintained in safe working condition. Company shall replace or repair a materially damaged Company container within a reasonable time after notice.

A.4 Routes and Hours. Company shall furnish regular route information to Town Public Works/Sanitation staff and communicate material changes. Collection hours shall comply with the Town Code and any more specific lawful Town direction.

A.5 Complaints and Missed Service. Company shall maintain a customer-service process and correct verified missed scheduled collections/service delays within twenty-four (24) hours after notice, subject only to a directly preventing Force Majeure Event.

A.6 Spillage. Company shall promptly remove litter or spillage caused by its collection operations. Waste shall be contained during hauling to minimize leakage, spillage, and blowing debris.

A.7 Disposal. Company shall use lawfully authorized disposal facilities and shall provide the Town designated facility information and material changes upon request.

A.8 Contingency. Company shall maintain sufficient backup vehicles, staffing, communications, and emergency/contingency procedures to minimize service interruptions and implement the contingency commitments in its bid.

EXHIBIT B

APPROVED RATE SCHEDULE

B.1 Commercial Front-Load Dumpster Collection Rates. The following monthly rates are taken from Company's IFB 26-02 pricing proposal and are subject only to adjustments approved under Section 7:

Container	1X/Wk	2X/Wk	3X/Wk	4X/Wk	5X/Wk	6X/Wk
2 CY	\$62.35	\$124.70	\$187.06	\$249.41	\$311.76	\$374.11
4 CY	\$124.70	\$249.41	\$374.11	\$498.82	\$623.52	\$748.22
6 CY	\$187.06	\$374.11	\$561.17	\$748.22	\$935.28	\$1,122.34
8 CY	\$249.41	\$498.82	\$748.22	\$997.63	\$1,247.04	\$1,496.45

B.2 Approved Ancillary Charges. Town staff confirmed the following as Republic's current charges. They are authorized upon Town Commission approval of this Agreement. The overload/overage charge remains subject to the documentation, notice, no-cost re-assessment, and right-sizing requirements of Section 5:

Charge	Amount
Extra Pick-Up	\$120.00 per pick-up
Overload/Overage Container Charge	\$53.20 per documented occurrence
Lock Bar Charge	\$10.00 per month

B.3 Franchise Fee. The 15% franchise fee is included in Company's pricing model. It may not be added to the foregoing approved rates as a separate surcharge.

B.4 Commercial Roll-Off Rates. Customers may arrange and negotiate roll-off service directly with Company based on individual service needs. Before service begins, Company shall provide the customer a written or electronic quote identifying the applicable charges. All roll-off Gross Billings remain subject to the fifteen percent (15%) franchise fee under Section 8, and the Town is not responsible for private customer roll-off charges.

B.5 Rate Adjustments. Company may request annual or extraordinary rate adjustments only as provided in Section 7. No adjustment is automatic, and no rate increase is effective unless approved in writing by the Town Commission. No other automatic surcharge or unilateral rate adjustment applies.

EXHIBIT C

NO-COST MUNICIPAL FACILITIES

Company shall provide the following municipal-facility service at no additional cost to the Town. The first four locations reflect the IFB/bid materials. Glanton Park is added by this Agreement at no additional cost:

Municipal Location	Container Size	Frequency
Communications Center	8 CY	1X/week
Dundee Wastewater Plant	8 CY	1X/week
Riner Water Plant	2 CY	1X/week
Hickory Walk Treatment Plant	8 CY	1X/week
Glanton Park - 501 4th Street South	2 CY	TBD