

**Solid Waste and Recyclable Collection Service Agreement  
between the Town of Eatonville, Florida,  
and Waste Pro of Florida, Inc.**

**TERMS OF AGREEMENT**

This Agreement is hereby made and entered into this \_\_\_\_ day of December 2024, between the Town of Eatonville, Florida, hereinafter referred to as “TOWN”, and Waste Pro of Florida, Inc., hereinafter referred to as “CONTRACTOR.” In consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties agree as follows:

**SECTION ONE**

**TERMS OF AGREEMENT**

The term of this Agreement shall be for the period beginning on the \_\_\_\_ day of April 2025 and ending on the 31<sup>st</sup> day of March 2032. Upon the mutually written agreement between the TOWN and the CONTRACTOR, the CONTRACTOR shall be entitled to renewals and extensions of two additional five (5) years with the same terms and conditions set forth herein or as the terms are negotiated between the parties. This Agreement shall automatically extend unless either party notifies the other in writing, prior to twelve (12) months of the expiration of this Agreement.

**SECTION TWO**

**DEFINITIONS AND INTERPRETATIONS**

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state, or local law, the definitions herein shall prevail. However, nothing contained herein shall be interpreted to require the CONTRACTOR to undertake any conduct that is contrary to federal, state, or local law.

Additional Bulk Trash and Vegetative Waste shall mean any Bulk Trash or Vegetative Waste collected over and above that amount specifically allowed for each Consumer under Section 4 of this Agreement, for the collection of which the CONTRACTOR shall be allowed to directly charge the Consumer as provided in Section 4 hereof.

Affiliated Interest shall mean an interrelationship in which the CONTRACTOR owns, directly or indirectly, ten percent or more of the voting securities of another CONTRACTOR or exercises a strong influence through participation in or representation on its Board of Directors, holds debts or assets of another CONTRACTOR in a manner to exercise effective control over any phase of its operation or contracts with the other through a management or service contract for a substantial portion of the work to be performed, or a CONTRACTOR is subject to the control of another or is related to another CONTRACTOR by marriage or family tie closer than the second degree of consanguinity at common law.

Authorized Disposal Facility shall mean the permitted Class I MSW disposal facility(s) and/or MRFs to which Solid Waste and/or recycling collected hereunder is to be delivered.

Biohazardous or Biomedical Wastes shall mean those wastes that may cause disease or are reasonably suspected of harboring pathogenic organisms, including but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes that

may consist of; but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

Bulk Trash shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bathtubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods, and furniture, none of which shall be commingled with Vegetative Waste. A consumer's bulk trash may not be collected if determined by the director to be incompatible with collection equipment, the TOWN's waste management system, or of such weight or quantity as would significantly hinder the effectiveness of the collection or disposal system.

Collection shall mean the process whereby Garbage, Trash, Bulk Trash, Vegetative Waste, and Recyclable Material are removed and transported to an Authorized Solid Waste Disposal Facility.

Compactor shall mean any container, which has compaction mechanisms, whether stationary or mobile, all-inclusive.

Compactor Rental Service shall mean the rental of compactors to commercial establishments within the Service Area.

Construction and Demolition Debris (C&D) shall mean materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of minimum amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

Consumer shall mean a person directly receiving or entitled to receive Residential Solid Waste and Recyclable Collection Services as provided by the TOWN Ordinance, meaning persons possessing or residing at a Residential Premises, a Residential Premises receiving Roll-Off Collection Services as well as a commercial establishment or Multi-Family Dwelling Unit receiving Commercial Solid Waste Collection Service, Compactor Rental Services and/or Roll-Off Collection Services.

Container (for Residential service) shall mean a ninety-five (95) gallon cart on wheels to be furnished by the CONTRACTOR in the circumstances set out in Section 4 hereof. The Container may be filled to the top of the cart with its lid closed, and only with materials authorized by this Agreement.

Contract or Agreement shall mean this document, general terms and conditions, special terms and conditions, exhibits, and other documents that are expressly incorporated by reference, and any written amendments or modifications as expressly approved by the TOWN and CONTRACTOR.

CONTRACTOR shall mean that person or entity set out initially above that has entered into this Agreement to provide the services described herein.

Commercial Solid Waste Collection Service shall mean the collection by the CONTRACTOR of Recyclable Materials and/or Solid Waste from commercial establishments and MULTI-Family

Dwelling Units located in the Service Area and the delivery of the collected Solid Waste and/or Recyclable Materials to an Authorized Disposal Facility.

Curbside Residential Solid Waste Collection Service shall mean Collection of Residential Solid Waste and Vegetative Waste for all Residential Premises in the Service Area.

Department shall mean the TOWN of Eatonville Public Works Department.

Disabled Persons shall mean persons who are certified by a licensed physician to be physically unable to transport garbage and/or recyclable materials to curb or road frontage area from other areas of the person's residential property and who reside alone or reside only with other persons likewise unable to transport garbage and/or recyclable materials to curb or road frontage area.

Freon-Containing Devices shall mean appliances or devices that contain or may release Freon, including, but not limited to refrigerators, freezers, air conditioners, and dehumidifiers.

Garbage shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food, or any organic waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials whether attributed to residential or commercial activities. Vegetative Waste shall not be commingled with Garbage in the same collection. Garbage shall not include any material that falls within the definition of Special Waste.

Hazardous Waste shall mean solid waste as defined by the State of Florida Department of Environmental Protection as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state, or local law.

Materials Recycling Facility (MRF) shall mean any permitted facilities operated or managed for the purpose of receiving, sorting, processing, storing, and/or preparing Recyclable Materials for sale.

Mixed Paper shall be defined as a mixture of paper products including magazines, catalogs, phone books, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper, and any other clean paper products.

Multi-family Dwelling Units shall mean individual units in any building or habitable structure with kitchen facilities capable of being utilized for human habitation and containing four (4) or more such dwelling units but excluding a hotel, motel, or transient residential living facility.

Public Awareness Program shall mean that program developed by the TOWN to inform and encourage residential solid waste Consumers to use all solid waste and recycling collection services offered by the TOWN through this Agreement. It shall also mean information concerning level of service and changes in scope of service.

Public Works Director shall mean the person designated by the TOWN who shall act as the TOWN's representative during the term of this Agreement.

Rear Door Collection shall mean services rendered by a CONTRACTOR whereby the CONTRACTOR collects, at a minimum, Garbage once per week and Recyclable Materials once per week from the side or rear of the Residential Premises within an area no further than one hundred feet from the curb or other public road frontage.

Recyclable or Recyclable Material shall mean components of solid waste capable of being recycled, including Mixed Paper, newspaper; glass; food and beverage containers; aluminum tinplated steel and bi-metal cans; polyethylene terephthalate (PET) and high-density polyethylene (HDPE); and any other solid waste materials which are from time to time designated by the Florida Department of Environmental Protection as Recyclable Material. Recyclable materials include those generated by both residential and commercial establishments.

Recycling Container shall mean a rigid container made of plastic or other suitable substance, to be used for the storage of Recyclable Materials and provided by CONTRACTOR in the circumstances set out in Section 4 hereof. The container will not exceed 18 gallons or 50 lbs. when full.

Residential Solid Waste shall mean Garbage, Trash, and Bulk Trash resulting from the normal housekeeping activities of Residential Premises but shall not include Vegetative Waste. Residential Solid Waste shall also mean Construction and Demolition Debris (C&D) resulting from minor home repair from the Residential Premises.

Residential Premises shall mean each and every lot or parcel of land that is improved for occupancy as a single-family residence, duplex, triplex, quadruplex, or individually owned mobile home park not exceeding three units. For the purpose of calculating the number of Residential Premises, each dwelling unit shall constitute a separate unit.

Roll-Off Collection Service shall mean the collection of Solid Waste and C&D in permanent or temporary roll-off containers and/or compactors from locations within the Service Area, limited to new construction sites and remodeling or refurbishment sites. The Roll-Off Collection Services shall mean the collection of Solid Waste, C&D, permanent and temporary service shall be exclusive to the CONTRACTOR. The CONTRACTOR will be responsible for the billing and collection of all Roll-Off customer payments. The CONTRACTOR shall be subject to all laws, rules, and regulations applicable to such services, but shall not be required to obtain a separate permit for providing Roll-Off Services. The performance bond and insurance provisions contained in this Agreement shall satisfy the Commercial Franchise requirements.

Service Area shall mean the area within the TOWN Limits of the TOWN of Eatonville, Florida as currently exists or as such TOWN Limits may be expanded through annexation or decreased through deannexation.

Sludge shall mean a solid or semi-solid or liquid generated from any wastewater treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets, and related operations, or any other such waste having similar characteristics or effects.

Solid Waste shall mean Garbage, Trash, Bulk Trash, and Vegetative Waste.

Special Services shall mean any services requested or required by the Residential Consumer that are in addition to, or a change in, Curbside Residential Solid Waste Collection Service and Curbside Residential Recyclable Collection Service.

Special Waste shall include wastes that require special handling and management including, but not limited to, Freon-Containing Devices, waste tires, used oil, lead-acid batteries, automobiles, boats, internal combustion engines, Sludge, dead animals, septic tank waste, Biohazardous or Biomedical Waste, liquid waste, and Hazardous Waste. Special Waste may also include items determined by the Public Works Director to be reasonably unmanageable.

TOWN shall mean the TOWN of Eatonville, Orange County, Florida.

Trash, also referred to as Yard Trash shall mean all refuse, accumulation of paper, rags, wooden or paper and boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which is usual to housekeeping, but shall not include Vegetative Waste. Such trash shall be bundled or placed in authorized containers. No bundle or filled container shall exceed fifty (50) pounds in weight.

Uncontrollable Force shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot civil disturbance, sabotage, and governmental actions that prevent the CONTRACTOR from performing for a finite period of time, labor disruptions such as strikes or lockouts, and embargos or other detrimental acts of foreign governments.

Vegetative Waste Bundled shall mean any vegetative matter resulting from yard and landscaping maintenance, excluding commercial landscaping services, and shall include materials such as tree and shrub materials, grass clippings, palm fronds, tree branches, and similar other matter usually produced as refuse in the care of lawns, landscaping, and yards. All grass clippings, leaves, pine needles, and similar small loose items must be bagged or containerized. Vegetative Waste must be separated from garbage, trash, and bulk trash and waste and, except palm fronds, must be bundled and be no more than four (4) feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the curb. Natural Christmas trees will be collected as Vegetative Waste, and any section must not be more than 8 feet in length and must be less than 50 pounds.

### **SECTION THREE**

#### **SERVICE AREA**

The CONTRACTOR shall exclusively provide Curbside Residential Solid Waste Collection and Curbside Residential Recyclable Collection Services in the Service Area. These services shall be provided to all current and future Residential Premises in accordance with the Level of Service described in this Agreement.

Exclusive Service Area: The authority to provide Curbside Residential Solid Waste and Recyclable Collection Services, Commercial Solid Waste Collection Services, Compactor Rental Service, and Roll-Off Collection Services in the Service Area, shall be exclusive to the CONTRACTOR. No person or entity except the CONTRACTOR may offer or provide such services in the Service Area. The TOWN agrees to take timely enforcement action against any entity violating the provisions of this Section, and the CONTRACTOR agrees to cooperate in any such enforcement action. The TOWN and the CONTRACTOR agree that the collection and disposal of Vegetative Waste by a lawn service contracted by a Consumer to provide landscaping services to a Residential Premises or commercial establishment within the Service Area shall not be a violation of the exclusivity provisions of this Agreement.

### **SECTION FOUR**

#### **CONTRACTED SERVICE**

Basic Services to Be Provided and Frequency and Hours of Service: The following basic Curbside Residential Solid Waste and Recyclable Collection Services will be provided Monday through Friday from 7:00 a.m. to 8:00 p.m. only. Commercial Solid Waste Collection Services shall be provided between the hours of 6:00 am to 8:00 pm Monday through Saturday unless otherwise authorized by the Public Works Director.

Curbside Residential Garbage and Trash Collection Services: The CONTRACTOR shall collect from each Residential Premises in the Service Area the contents of an unlimited number of containers of Garbage and Trash, but no more than two containers of material from minor household repairs and minor remodeling jobs, once per week. CONTRACTOR shall thoroughly empty containers.

Curbside Vegetative Waste Collection Services: The CONTRACTOR shall collect from each Residential Premises in the Service Area up to three cubic yards of Bundled Vegetative Waste, which is equal to ten bags of Vegetative Waste, once per week. In the event that the Consumer sets out more than three cubic yards of Vegetative Waste on the Vegetative Waste collection day, the CONTRACTOR may either collect all of the Vegetative Waste set out or collect three cubic yards and place a tag on the remaining waste indicating that the amount of Vegetative Waste set out exceeded the amount.

Trash Collection Curbside Bulk Services: The CONTRACTOR shall collect from each Residential Premises in the Service Area up to three cubic yards of Bulk Trash, once per week, except that the CONTRACTOR shall collect Freon-Containing Devices only when they are labeled certifying that Freon has been removed or if from the appearance of the appliance (i.e., any freon containing portion such as all of the pump, motor and tubing are gone) it is apparent that it contains no Freon.

Curbside Residential Recyclable Collection Services: The CONTRACTOR shall collect from each Residential Premises in the Service Area the contents of Recycling Containers once every week. Items that are not to be included as Recyclable Materials and discovered by the CONTRACTOR during the sorting process shall be left in the container.

The types, quantity, and size of containers or compactors and frequency of service for Commercial Solid Waste Collection Service, Compactor Rental Service, and Roll-Off Collection Service shall be as agreed between the Consumer and the CONTRACTOR.

Title to Waste: CONTRACTOR shall accept title to all Solid Waste and Recyclable Materials collected by it pursuant to this Agreement the CONTRACTOR reserves the right to reject from collection any Hazardous Waste and/or Special Waste and title to such rejected waste shall not pass to the CONTRACTOR. All title to and liability for any Hazardous waste and/or Special Waste shall not pass to the CONTRACTOR and shall remain with the Generator of such Hazardous Waste and/or Special Waste.

### **ADDITIONAL CONTRACTED SERVICES**

Collection of Additional Bulk Trash and Vegetative Waste: The CONTRACTOR shall collect Additional Bulk Trash and Vegetative Waste from any Residential Premises requesting such service at the charge of \$18.00 per cubic yard as adjusted under provisions of Section 12. The CONTRACTOR and Consumer shall agree to the volume of Bulk Waste and Vegetative Waste for which these additional services are provided in advance.

Free Solid Waste and Garbage Service: The CONTRACTOR will provide free garbage service to the following TOWN-owned and operated buildings and/or facilities.

- Town Hall
  - Eatonville Library
  - Denton Johnson Community Center
  - Public Works Main Complex
  - Public Works Facility Two; (West Kennedy Tower)
  - Police Station/Fire Complex
  - Eatonville Post Office
  - Water Tower
- 
- Shredding Event one time per calendar year, CONTRACTOR will provide, at no cost to the Town or residents, a drop-off location for the residents, secure shredding of documents. The TOWN shall provide the CONTRACTOR with at least sixty (60) days' notice of the TOWN's preferred date. Residents shall be limited to no more than two (2) "banker's boxes" of documents per year. Residents will be required to provide a copy of a current utility bill for verification of their eligibility.
  
  - Household Hazardous Waste Event one time per calendar year, the CONTRACTOR will provide, at no cost to TOWN or residents, an appropriate number of Roll-Off style containers, at a drop-off location specified by the TOWN for the resident's household hazardous waste. The items accepted shall be limited to paint, tires, batteries, light bulbs, used motor oil, and ordinary household chemicals. The TOWN shall provide the CONTRACTOR at least sixty (60) days' notice of the TOWN's preferred date. Residents shall be limited to no more than two (2) cubic yards of items per year. the TOWN shall provide staffing for the hours the "event" takes place. At the conclusion, the CONTRACTOR shall haul and dispose of the items collected at an appropriately licensed disposal facility. Residents will be required to provide a copy of a current utility bill for verification of their eligibility.
  
  - Prescription Medicine Event one time per calendar year, the CONTRACTOR will provide, at no cost to TOWN or residents, an appropriate container, at a drop-off location specified by the TOWN, for the resident's unused or expired prescription medication waste. The TOWN shall provide the CONTRACTOR at least sixty (60) days' notice of the TOWN's preferred date. The TOWN and the CONTRACTOR shall provide staffing for the hours the "event" takes place. At the conclusion, the CONTRACTOR shall haul and dispose of the items collected at an appropriately licensed disposal facility. Residents will be required to provide a copy of a current utility bill for verification of their eligibility.
  
  - "Each Contract Year the Contractor will make a donation to the Town of \$5,000.00 (each, a "Donation") for the MLK festival as provided for in this paragraph. The Contractor shall provide the Town with a Roll-Off(s) for use at the MLK festival and shall deduct \$500.00 from a Donation for each haul of a Roll-Off provided by the Contractor for the MLK festival during such Contract Year. By the end of the month, following the month in which the MLK festival ends each Contract Year, the Contractor shall pay the Town the amount remaining in the Donation for such Contract Year.

The Replacement of Containers Damaged by CONTRACTOR shall be replaced at the CONTRACTOR's expense and the CONTRACTOR shall replace any Container or Recycling Container damaged through the fault or negligence of the CONTRACTOR or its employees. CONTRACTOR shall not be responsible for replacing lost or stolen containers or containers damaged due to the negligence of others.

Notwithstanding anything contained herein to the contrary, title to all Containers and Recycling Containers provided by the Contractor shall at all times remain the property of the Contractor.

The CONTRACTOR is responsible for providing Residential Containers (color chosen by TOWN) and Recycling Containers to new Residential Premises (existing customers already have TOWN-provided containers and bins) and provided that the TOWN provides Logo decals shall apply such LOGO decals to Residential and Recycling Containers provided by the CONTRACTOR to new Residential Premises (being Residential Premises not receiving Curbside Residential and/or Recycling Collection Service at the date that CONTRACTOR commences providing such services). CONTRACTOR shall also be responsible for providing replacement Containers and Recycling Containers when Residential Containers and Recycling Containers provided by the TOWN to existing Residential Consumers are lost or damaged. CONTRACTOR shall own all containers at the end of this Agreement.

Manner of Collection: The CONTRACTOR shall collect Garbage and Trash, Vegetative Waste, Bulk Waste, and Recyclable Materials with as little disturbance as possible and shall leave any receptacle at the same point it was collected. Throwing of any Garbage Can, Container, or Recyclable Container is prohibited. The CONTRACTOR shall neatly replace the Can or, Recyclable Container to the point of collection

Accessibility: The edge of all Garbage, Trash, Vegetative Waste, Bulk Waste, and Recyclables to be collected must be placed within three feet of the curb, paved surfaces of the public road, closest accessible public right-of-way, or other such location agreed to by the CONTRACTOR that will provide safe and efficient accessibility to the CONTRACTOR's collection crew and vehicle. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the TOWN or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the collection vehicle. The CONTRACTOR shall provide Rear Door Collection services at no charge to the Consumer to Disabled Persons who have applied to the TOWN and have been authorized by the Public Works Director to receive such service. In the event that an appropriate location for Rear Door Collection cannot be mutually agreed to by the Consumer and the CONTRACTOR, the Public Works Director shall designate the location for pickup. Other than when providing Rear Door Collection, employees collecting Solid Waste and Recyclables will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted.

Routes and Schedules: On or before May 1<sup>st</sup> of each year, the CONTRACTOR shall, in a format acceptable to the Public Works Director, provide to the TOWN a map of each route and the scheduled days for Curbside Residential Recyclable Collection Service, Curbside Residential Solid Waste Collection Service, and Commercial Solid Waste Collection Service in the Service Area. The CONTRACTOR shall keep route maps, schedules, and Consumer counts current at all times and shall abide by the schedules and routes filed with the Public Works Director.

## **COLLECTION RESOURCES**

Annually by May 1<sup>st</sup> of each year, the CONTRACTOR may change the scheduled days for the Curbside Residential Recyclable Collection Service and Curbside Residential Solid Waste Collection Service collection routes only after receiving written authorization from the Public Works Director. In the event that the Public Works Director authorizes a change in routes or schedules that alters the day of pickup for any service, which authorization will not be unreasonably withheld, the CONTRACTOR shall, at its expense, notify each affected Residential Consumer by leaflet or other manner approved by the Public Works Director not less than 30 days prior to the change.

Street Closures: The CONTRACTOR shall not interrupt the regular schedule and quality of Curbside Residential Solid Waste and Recyclable Collection Service because of street closures or other denial of access, that lasts less than four hours.

Holiday: The following days shall, at a maximum, be the CONTRACTOR's holidays: Memorial Day, Martin Luther King, Jr. Birthday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day (except that Vegetative Waste and Recyclable Materials shall be collected on New Year's Day if it is a regularly scheduled collection day and CONTRACTOR elects to do so). The CONTRACTOR is not required to provide service or maintain office hours on the above-designated holidays. Services not provided on the designated holidays will be provided on a make-up day to be negotiated on a day agreeable between the TOWN and the CONTRACTOR. Consumers not receiving Vegetative Waste collection service are limited to six cubic yards of waste on the next scheduled pickup day for Vegetative Waste. No Bulk Trash collection service shall be provided when a CONTRACTOR holiday has occurred during that week.

Spillage: The CONTRACTOR shall not litter or cause any spillage to occur upon the Residential or Commercial Premises, roadway, or right-of-way where the collection shall occur. During hauling, all Solid waste, Vegetative Waste, Bulk Waste, and Recyclable Material shall be contained, tied, or enclosed so that leaking, spilling, and blowing are prevented. In the event of any spillage or leakage by the CONTRACTOR, for any reason or source, the CONTRACTOR shall clean up all spillage and leakage at no cost to the TOWN or Consumer. The CONTRACTOR shall clean up spilled Solid Waste and Recyclables immediately. Remediation and costs of all damage caused by the CONTRACTOR as a result of any spillage shall be the responsibility of the CONTRACTOR.

### **SERVICES DURING AND FOLLOWING EMERGENCY CONDITIONS**

Variations from Contracted Services: In the event of any emergency or natural disaster, such as a hurricane, tornado, severe storm, flood, pandemic, or other Uncontrollable Force, the Public Works Director may grant the CONTRACTOR a variance from regular routes and schedules and disposal sites for the time period in which the emergency exists. The TOWN shall make every effort through the local media to inform the public of changes in CONTRACTOR services resulting from the event and when regular service and schedules are resumed. As soon as practicable after such natural disaster, the CONTRACTOR shall advise the Public Works Director when it is anticipated that normal routes and schedules will be resumed. The CONTRACTOR will give the TOWN the highest priority within reason to ensure the safety of CONTRACTOR's employees and dedicate those vehicles used in routine collection service in the TOWN to collection in the TOWN during the emergency and during emergency recovery periods.

The CONTRACTOR shall make available to the TOWN within reason adequate equipment and personnel to clear the TOWN of any and all yard waste placed curbside, within an agreed-upon

time frame in the event of an approaching hurricane, tornado, or similar Act of God. The TOWN's mayor or designee shall inform the customers of any change in schedule.

In the event of a hurricane, tornado, or similar Act of God results in a significant increase in yard waste, the CONTRACTOR shall obtain written authorization from the mayor or designee prior to obtaining additional equipment or hiring additional crews to collect and dispose of such yard waste in order for the CONTRACTOR to be reimbursed for the cost of such additional labor and equipment. Provided that the TOWN has authorized the necessary equipment and manpower to do so, excess yard waste shall be removed from TOWN-designated locations within 72 hours of notification. The CONTRACTOR shall fully cooperate with the TOWN in collection and disposal. Payment for any additional services either before or subsequent to the event shall be per the "Rapid Recovery" section below. Pricing for any additional services will be agreed up front and prior to the commencement of work.

CONTRACTOR Unable to Provide Contracted Services: In the event that a CONTRACTOR is unable to provide adequate services as specified in this section, the TOWN may direct other CONTRACTORS to provide those services, at the TOWN's own expense.

Rapid Recovery from Disaster: The clean-up from some natural disasters may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean yard waste set out by residential customers as a result of the Uncontrollable Force. The CONTRACTOR shall receive extra compensation, within thirty (30) days of billing or submission of invoices to the TOWN, above the normal compensation contained in this Agreement to recover the costs of rental equipment, additional personnel, overtime hours, and other documented expenses, including but not limited to any increase in disposal costs due to the pre-disaster, provided the CONTRACTOR has secured authorization and approval from the Public Works Director prior to the work being performed. The TOWN may audit all such costs. This provision does not imply that CONTRACTOR is a Storm Debris CONTRACTOR, and nothing in this Agreement shall require CONTRACTOR to act as a Storm Debris CONTRACTOR as envisioned pursuant to FEMA-type declared disasters. Any extra compensation pursuant to this paragraph shall be agreed to up front and prior to the commencement of any work.

Disaster Response Plan: The CONTRACTOR shall develop and provide to the TOWN disaster preparedness and response plan by May 1 of each year. This plan shall include provisions for additional personnel and equipment and will establish a reasonable, verifiable basis for charges.

## **CONSUMER SERVICES**

Complaints: All complaints received by the TOWN shall be immediately forwarded to the CONTRACTOR by telephone facsimile, or e-mail where the complaint shall be documented and recorded by the CONTRACTOR on a form approved by the TOWN. The complaint shall be resolved within twenty-four hours after the CONTRACTOR receives it. When the complaint is received after twelve o'clock noon on a Friday or a day preceding an approved holiday, as specified in this Agreement, it shall be resolved by the CONTRACTOR no later than the next working day. Upon resolution, the CONTRACTOR shall notify the Department within twenty-four (24) hours, by telephone, facsimile, or e-mail of the action taken to resolve the complaint. Complaints that are resolved as specified above will be considered cured complaints and will not be counted as a Service Violation.

Consumer Non-compliance: When Garbage, Trash, Bulk Waste, or Recyclable Materials are not prepared properly for collection, the CONTRACTOR shall provide written notification to the Consumer of the reason the material in question was not collected and provide the Consumer information on how to properly prepare the materials for collection. The initial contact shall be by the CONTRACTOR's collection crew by leaving a written notice or tag on the container of the material in question. If the Consumer does not comply after the initial contact, the CONTRACTOR will notify the Public Works Director by telephone on the next scheduled collection day for the applicable type of service.

New Consumers: The CONTRACTOR shall respond to a new Consumer entitled to Solid Waste and Recyclable Collection Service after TOWN approval and shall furnish to each new Residential Consumer a Residential Container and Recycling Container together with collection schedules, rates, brochures, and written materials provided by the TOWN. CONSUMERS OF Commercial Solid Waste Collection Services, Compactor Rental Services, and Roll-Off Collection Services shall be provided with such containers and/or compactors as may be agreed between the Consumer and the CONTRACTOR.

Uncontrollable Forces: Neither the TOWN nor the CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. Neither party shall, however, be excused from performance if nonperformance is due to forces that are preventable, removable, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement, and the expected time when performance, in compliance with this Agreement, will resume.

## **SECTION FIVE**

### **SERVICE CHANGES FOR PUBLIC WELFARE**

The TOWN shall have the authority to make changes in or to impose new and reasonable rules and regulations on the CONTRACTOR under this Agreement relative to the method of collection and disposal of Garbage, Trash, Bulk Trash, Vegetative Waste, or Recyclable Materials as shall from time to time be necessary and desirable for the public welfare and shall have the authority to adjust the boundary of any Service Area pursuant to an annexation or de-annexation of the municipal limits; provided, however, that any such rule or regulation shall be delivered to and receipted for by the CONTRACTOR. The TOWN shall give the CONTRACTOR reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of Solid Waste and Recyclables set out herein shall also be liberally construed to include, but not limited to, the manner, procedures, operations, and obligations, financial or otherwise, of the CONTRACTOR. The CONTRACTOR shall be reasonably and appropriately compensated as determined by a negotiation and Agreement between the TOWN and the CONTRACTOR due to any modification in the Agreement under this Section.

## **SECTION SIX**

### **OFFICE AND EQUIPMENT YARD**

The CONTRACTOR shall maintain a telephone number where service inquiries and complaints can be made by the Residents of the TOWN. The CONTRACTOR's office shall assure telephone access for each Consumer served by the CONTRACTOR pursuant to this Agreement and shall be equipped with sufficient telephones and shall have sufficient, trained, responsible persons on duty on each scheduled pickup day during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. CONTRACTOR is not required to maintain an office or equipment yard within the TOWN.

## **SECTION SEVEN**

### **VEHICLES AND EQUIPMENT**

The CONTRACTOR shall have on hand at all times and in good working order such vehicles and equipment as shall permit the CONTRACTOR to adequately and efficiently perform the contractual duties specified in this Agreement. The CONTRACTOR shall also have available reserve vehicles and equipment that can be put into service within two hours of any breakdown. Collector may change equipment from time to time and shall revise inventory accordingly. Vehicles utilized by CONTRACTOR in the performance of its services under this Agreement will be identified in a manner approved by the Public Works Director with the CONTRACTOR's name, phone number of the CONTRACTOR's office, and truck number. Letters and numbers shall be at least four (4) inches high. All of the foregoing information shall be required on all trucks, vehicles, and other large equipment used by CONTRACTOR for collection.

Garbage, Yard Waste, and Roll-Off Collection Vehicles: Solid Waste collection equipment used for provision of Basic Services under this Agreement shall be of the enclosed loader packer type or other equipment that meets industry standards and is approved by the Public Works Director. Vehicles used in the collection of Additional Trash and Vegetative Waste may be of a combination loader dump truck design or may consist of separate loader or crane trucks and dump trucks. The bodies of trucks used in collecting or transportation of Solid Waste shall have totally enclosed beds of metal or impervious material that can be cleaned. The truck beds must be reasonably watertight and leakproof. Open-top containers are authorized for Roll-Off Services.

Recycling Collection Vehicles: Recyclable Materials collection equipment shall be suitable for the TOWN and CONTRACTOR's purposes and shall be separate, and distinct trucks from those utilized in garbage, solid waste or roll-offs, or other equipment that meets industry standards and is approved by the Public Works Director.

Condition of Equipment: All vehicles shall be kept in a clean and sanitary condition and in good repair. Vehicles shall be washed no less frequently than weekly. Any vehicle emitting excessive odor shall be taken out of service and washed prior to being placed back in service. All vehicles and auxiliary equipment shall be regularly maintained in a manner necessary to prevent discharge of Solid Waste, Recyclable Material, oil, hydraulic fluids, and other fluids into the environment. Vehicles shall not emit visible air emissions during normal operation. Vehicles shall comply with all applicable noise ordinances and laws. Paint on vehicles shall be maintained, and the CONTRACTOR shall promptly repair peeling paint and missing paint. Collection trucks may be inspected periodically by the Public Works Director to assure compliance with this Agreement. A vehicle failing to maintain these standards shall be taken out of service until proper vehicle condition has been restored.

Spills of Fluids: Vehicle crews shall immediately place absorbent material onto spilled fluids. The absorbent material shall be picked up and disposed of in a manner and facility approved by

competent authority. The CONTRACTOR shall be responsible for paying all costs associated with transportation and disposal of the absorbent.

Equipment Required on Vehicles: All collection vehicles shall carry a broom, a shovel, a fire extinguisher, absorbent materials, and other equipment necessary to clean up any spilled materials.

Inspection of Vehicles and Equipment: The Public Works Director may inspect the operations, vehicles, and equipment of CONTRACTOR at any reasonable time upon giving of reasonable notice and the CONTRACTOR shall admit the Public Works Director to make such inspections.

## **SECTION EIGHT**

### **CONTRACTOR'S PERSONNEL**

Uniforms: The CONTRACTOR's solid waste collection employees shall wear a uniform or shirt bearing the company's name during operations. CONTRACTOR's personnel will maintain a neat and professional appearance.

Valid Driver's Licenses: Each driver of a collection vehicle shall at all times carry a valid Florida driver's license for the type of vehicle that is being driven.

CONTRACTOR Name, Address, and Telephone Number on Collection Vehicles: The CONTRACTOR's name and office telephone number shall be properly displayed on all solid waste and recyclable collection vehicles used by the CONTRACTOR in providing services to the TOWN. All vehicles utilized for the collection of Recyclable Material shall be clearly identified for that purpose.

Operations and Safety Training: The CONTRACTOR shall provide operating and safety training for all personnel and personnel shall not scavenge Solid Waste or Recyclables.

Polite and Courteous Behavior: The CONTRACTOR's employees shall treat all customers in a polite and courteous manner. All personnel of CONTRACTOR shall refrain from belligerent behavior and profanity. Personnel shall not request tips or payment of any kind from Consumers. Correction of any such behavior and language shall be the responsibility of the CONTRACTOR.

## **SECTION NINE**

### **EMPLOYEE WAGES AND BENEFITS**

The CONTRACTOR shall comply with all applicable local, state, and federal laws relating to wages, hours, overtime, and all other applicable laws relating to the employment or protection of employees, now or hereinafter in effect.

## **SECTION TEN**

### **PERMITS AND LICENSES**

The CONTRACTOR shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the TOWN within ten working days of the change.

## **SECTION ELEVEN**

## **INSURANCE**

CONTRACTOR shall provide, pay for, and maintain in force at all times during the term of this Contract, such insurance, including Worker's Compensation Insurance, Business Vehicle Insurance, General Liability Insurance, and Property Damage Insurance, as will provide to the TOWN the protection contained in the indemnification undertaken by CONTRACTOR.

Policies other than Worker's Compensation shall be issued only by companies authorized by certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida.

All policies required to be carried pursuant to this Section shall be occurrence policies that provide coverage for any and all claims based on actions of the CONTRACTOR occurring during the policy period. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Sec. 440.67, Florida Statutes.

CONTRACTOR: shall specifically protect TOWN by either naming TOWN as a named insured under the General Liability Insurance and Employer's Liability policies, or in the alternative, by providing an endorsement in accordance with the indemnification provision. Such policies shall contain, as a minimum, the following provisions, coverage, and policy limits of liability:

General Liability Insurance: CONTRACTOR shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for injuries, including accidental or wrongful death to any one person, and, subject to the same limit for each person, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) on account of any one occurrence.

Property Damage Insurance: CONTRACTOR shall carry liability limits in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for property damage on account of any one claim and in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for property damages on account of any one occurrence.

Business Vehicle Insurance: CONTRACTOR shall carry liability limits in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for property damage and bodily injury on account of any one claim and in any amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for property damage and bodily injury on account of any one occurrence. This policy will include endorsements providing coverage for mobile equipment and equipment not owned and hired.

Workers' Compensation Insurance: Worker's Compensation coverage must be maintained in accordance with statutory requirements as well as Employer's Liability Coverage in an amount not less than \$100,000.00 per incident.

Prior to the commencement of work hereunder, the CONTRACTOR shall furnish to the TOWN a certificate evidencing the above-required insurance. The CONTRACTOR shall annually furnish the TOWN certificates evidencing the required insurance. The required insurance policies shall contain an endorsement to the effect that cancellation of such insurance shall not be effective until thirty (30) days after written notice thereof to the TOWN. TOWN reserves the right to require a copy of such policies upon request.

The maintenance of the insurance coverage set forth herein shall not be construed to limit CONTRACTOR's liability under the provisions of the indemnification clause. However, the TOWN

hereby accepts and agrees that nothing contained herein, or in any CONTRACTOR insurance policy, shall be deemed to cover negligence by the TOWN or its employees, agents, or contractors, whether in whole or in part, or wanton, grossly negligent or willful acts or omissions of any person.

The CONTRACTOR agrees to insert the substance of this clause, including this subsection in all subcontracts hereunder.

Business Automobile Liability: The CONTRACTOR shall provide coverage for all owned, non-owned, and hired vehicles within limits of not less than \$300,000.00, per occurrence, and not less than \$1,000,000.00 for property damage per incident.

## **SECTION TWELVE**

### **PAYMENT FOR SERVICES**

The CONTRACTOR shall invoice the TOWN monthly for Curbside Residential Solid Waste Collection Service, Curbside Residential Recyclable Collection Service and Commercial Solid Waste Collection Service provided to Consumers in the prior month at the rates set out in Exhibits 1 -3, subject to adjustment as herein provided. The CONTRACTOR shall be paid by the TOWN on the tenth day of each month for services provided for the immediately preceding month. The TOWN will be responsible for billing and collection of charges to its residents for the Collection and Recycling Services provided by CONTRACTOR hereunder, except for Compactor Rental and Roll-Off Collection Services which shall be billed directly by the CONTRACTOR to the Consumer at the applicable rates set out in Exhibits 1-3 hereof, as adjusted in the manner set outlined this Section 12. The CONTRACTOR shall be entitled to payment for all accounts, consumers, and customers receiving or entitled to receive service from the CONTRACTOR.

"CPI-U Adjustment. Beginning April 1, 2026, and on each February 1 of this Agreement thereafter, the Contractor shall have the right, in its sole discretion and upon giving prior notice to the Town, to increase the rates set forth on the attached Exhibit "1" (the "Initial Rates"), as adjusted under this Section 12, in accordance with the CPI-U. As used herein, "CPI-U" shall mean the Bureau of Labor Statistics Consumer Price Index for Garbage and Trash collection in U.S., city average, all Urban Consumers, not seasonally adjusted, Series ID CUUR0000seh02, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 12. The amount of the increase under this Section 12 shall be equal to the percentage that the CPI-U has increased over the previous twelve (12) month period.

Fuel Adjustment. Beginning April 1, 2026, and on each February 1 of this Agreement thereafter, the Contractor shall have the right, in its sole discretion and upon giving prior notice to the Town, to increase the Initial Rates, as adjusted pursuant to this Section 12, in accordance with the FID. As used herein, "FID" shall mean the U.S. On-Highway Diesel Fuel Price for the Lower Atlantic (PADD 1C) published by the Department of Energy (the "Department") and found at <http://www.eia.gov/petroleum/gasdiesel/> (or any successor website).

The FID used will be the FID published by the Department during the first week of October immediately preceding the adjustment under this Section 12. The amount of the increase under

this Section 12 shall be equal to the percentage that the FID has increased over the previous twelve (12) month period.

Example:

*Assume the FID for the first week of October in 2014 was \$3.72 per gallon and that the FID for the first week of October in 2014 was \$3.87 per gallon.*

$$(3.87 - 3.72) = .15/3.72 = 4\%$$

The fuel adjustment beginning on April 1, 2026, would be a 3-5% increase (must be agreed upon by both parties) to all the rates contained on the rate sheet marked as Exhibit "1", attached hereto."

At any time during this agreement, the CONTRACTOR has the right to petition the TOWN for relief from the impact of any Unusual Cost. In all cases, the review by the TOWN of the CONTRACTOR's petition shall be reasonable, and any adjustment based upon the facts and circumstances presented to the Town Council by the CONTRACTOR.

Unusual Costs: The CONTRACTOR may petition the TOWN at any time for additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator. The CONTRACTOR's request shall contain substantial proof and justification to support the need for the rate adjustment. The TOWN may request from the CONTRACTOR, and the CONTRACTOR shall provide such further information as may be reasonably necessary in making its determination. The TOWN shall approve or deny the request within sixty (60) days of receipt of the request and all other additional information required by the TOWN.

Unusual costs may be paid as a one-time retroactive cost recovery for one-time costs or for past losses due to an ongoing Unusual Circumstance, and an adjustment to ALL affected rates going forward shall be made beginning with the next payment after the determination if the effect is to continue. The imposition of a new, or a change to an existing fee or tax, whether local, state or federal, where such fee or tax is based upon the performance of solid waste collection, recycling and disposal services (by example only but not limited to a disposal tax, transportation tax, recycling tax, tax on services, or other such imposition), and is not of a tax imposed solely for one's conducting business generally (i.e., like an occupation, corporate income, social security on wages or property tax), shall be treated as an "Unusual Cost" pursuant hereto, and shall entitle the CONTRACTOR to receive from the TOWN dollar-for-dollar recovery as a pass-through cost.

Solid Waste Disposal Costs: the CONTRACTOR shall dispose of Solid Waste and Recyclables collected within the Service Area at the Authorized Solid Waste Disposal Facility. Any increase in Solid Waste and Disposal fees, and Recycle Processing fees, shall be adjusted and included so that CONTRACTOR is compensated for such increases.

No Other Rate Adjustments: the CONTRACTOR shall not be allowed a rate increase for any other reason than what is specified in this Agreement or as otherwise approved by the Town Council.

## **SECTION THIRTEEN**

### **FAILURE TO PERFORM**

The TOWN shall have the right to collect administrative charges from the CONTRACTOR for the specific failures or actions identified in this Section, which also stipulates the process for imposing the administrative charges and the due process to be followed by the CONTRACTOR and the TOWN. Provisions of this section and the administrative charges listed shall be administered on the basis of the Service Area.

“Administrative Charges. The following is an inclusive list of all Administrative Charges that may be assessed against the CONTRACTOR for failing to perform in accordance with this Agreement:

- Failure of CONTRACTOR to comply with the hours of operation of 6:00 a.m. to 8:00 p.m. and such failure continues or persists for 24 hours or more after receipt of written notice from the TOWN by CONTRACTOR.
  - Administrative Charge - \$100.00 per occurrence, per day
- Failure of CONTRACTOR to provide or exchange a Bin, Container, or Recycling Container to a Consumer within 72 hours of receipt of notice from TOWN to provide/exchange such Bin, Container, or Recycling Container
  - Administrative Charge - \$50.00 per occurrence, per day
- Changing routes or by CONTRACTOR without proper notification to the TOWN
  - Administrative Charge - \$100.00 per occurrence, per day
- Failure or neglect of CONTRACTOR to complete each route on the regularly scheduled collection day (defined as failing to collect from at least 80% of the Consumers on the route)
  - Administrative Charge - \$250.00 per incomplete route, per day
- Failure or neglect of Contractor to respond to issues within the twenty-four hours of receipt of written notice from TOWN of such issue
  - Administrative Charge - \$50.00 per occurrence, per day
- Failure of CONTRACTOR to clean up spillage caused by CONTRACTOR within twenty-four hours of receipt of notice from Town of such spillage
  - Administrative Charge - \$50.00 per occurrence, per day
- Failure of CONTRACTOR to maintain office hours of 8:00 a.m. through 5:00 p.m. and such failure continues or persists for 24 hours or more after receipt of written notice from the TOWN by CONTRACTOR
  - Administrative Charge - \$100.00 per occurrence, per day”

Deduction of Administrative Charges from Payment to CONTRACTOR: For the purpose of this Section, the Public Works Director will notify the CONTRACTOR in writing of the TOWN’s intent to deduct any administrative charges from payments due or to become due to the CONTRACTOR for services provided under this Agreement. The Public Works Director shall provide to CONTRACTOR an itemized list of each instance in which CONTRACTOR failed to meet the Service Standards specified in this Agreement, including the nature of the failure, date, time, location, and any other available and applicable information. Such itemized list will be provided to the CONTRACTOR monthly and shall include all failures to perform within the standards of this agreement within forty-five days of the occurrence.

Due Process: CONTRACTOR’s right to Contest Administrative Charges: In the event the CONTRACTOR wishes to contest such assessment it shall, within five days after receiving such notice, request in writing an opportunity to be heard by the Public Works Director and present its explanation and any basis on which the CONTRACTOR believes any recorded failure to perform

within the standards of this Agreement is inaccurate. The Public Works Director shall notify the CONTRACTOR in writing of any action taken with respect to the CONTRACTOR's claim. CONTRACTOR may further appeal, in writing, the decision of the Public Works Director, to the Mayor. If the Mayor and the Contractor CANNOT RESOLVE THE DISPUTE, IT SHALL BE PRESENTED TO Council for review pursuant to Section 28 hereof.

## **SECTION FOURTEEN**

### **DEFAULT OF CONTRACT**

Causes for Default of Contract: The TOWN may not cancel this Agreement except as otherwise provided below in this section, but only after a determination of Termination has been deemed by the TOWN Council pursuant to Section 28 hereof, by giving CONTRACTOR sixty (60) days advance written notice. The following events shall be presumed to be Defaults and shall be forwarded to Council for Section 28 review when in the exercise of reasonable judgment by the TOWN, the situation presents that there is a reasonable risk of CONTRACTOR's prospective inability to perform:

Filing of Insolvency or Bankruptcy: CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or state 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 its property; or

Declaration of Bankruptcy: By order or decree of a Court, 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 the 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 days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate: or

Control by Receiver, Trustee, or Liquidator: 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 or control shall continue in effect for a period of sixty days; or

Failure to Perform Services of the Agreement resulting in Default: Where the CONTRACTOR has breached this Agreement by failing or refusing to perform or observe the terms, conditions, or covenants in this Agreement or has wrongfully failed or refused to comply with the reasonable instructions of the Public Works Director relative thereto, and where such breach is not cured within thirty days of receipt of written notice by TOWN to do so, or if reason of the nature of such breach, the same cannot be remedied within thirty (30) days following receipt by CONTRACTOR of written demand from TOWN to do so, and the CONTRACTOR has failed to commence and the CONTRACTOR has failed to commence the remedy within said thirty days following such written notice or having so commenced, has failed to continue with diligence the curing thereof (with CONTRACTOR having to demonstrate that the breach cannot be cured within thirty days and that

it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time), then the CONTRACTOR shall be in Default of this Agreement. The CONTRACTOR and the TOWN agree to present all disputes which cannot be resolved as between TOWN Management and CONTRACTOR 10 the TOWN Council for expedited review and action pursuant to Section 28 hereof.

Assigning or subletting services to be provided under this Agreement without the written approval of the TOWN, as provided for in this Agreement.

Failure to Certify as a Drug-Free Workplace: The CONTRACTOR's failure to complete the TOWN's Drug-Free Workplace Form by the specified date.

Interim Collection Services: Except for Uncontrollable Forces, as provided for in Section Four hereof, the failure of CONTRACTOR to provide collection service for a period of five consecutive working days, the TOWN may secure the CONTRACTOR's collection records (at the request of the TOWN) on the sixth working day in order to provide interim contract collection services until such time as the matter is resolved and the CONTRACTOR is able to perform pursuant to this Agreement; provided, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty working days, all liability of the Town under this Agreement to the CONTRACTOR, except for payment for services rendered, shall cease and this Agreement may be deemed immediately terminated by the TOWN. The CONTRACTOR shall not be responsible for any cost associated with alternative collection by the TOWN where CONTRACTOR's failure is due to an Uncontrollable Force."

## **SECTION FIFTEEN**

### **INDEMNIFICATION**

To the extent covered by applicable insurance, the CONTRACTOR shall defend, indemnify, and hold harmless the TOWN, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including attorney's fees) caused by a negligent or willful act or omission of the CONTRACTOR, its subcontractors, or their respective officers or employees in their performance of this Agreement. However, the CONTRACTOR shall not be liable for any claims, suits, judgments, demands, liabilities, damages, cost, and expenses (including attorney's fees) caused by a negligent or willful act or omission of the TOWN, its agents, directors, employees, officers, and servants."

## **SECTION SIXTEEN**

### **RIGHT TO REQUIRE PERFORMANCE**

The failure by either party at any time to require performance of any provisions hereunder shall in no way affect the right of such party to thereafter enforce the same. Nor shall waiver by either party of any breach of any provisions hereunder be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself."

## **SECTION SEVENTEEN**

### **GOVERNANCE LAW AND VENUE**

The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the Agreement will be held in Orange County and the Agreement will be interpreted according to the laws of Florida.

**SECTION EIGHTEEN**  
**COMPLIANCE WITH LAWS**

The CONTRACTOR shall conduct operations under this Agreement in compliance with all applicable laws.

**SECTION NINETEEN**  
**CHANGE OF LAW**

The parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state, or local, which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. To the extent that any law effective after the opening and awarding of bids for this Agreement is in conflict with, or requires changes in, the provisions of services to be provided under this Agreement, the parties agree to enter into good-faith negotiations for the resolution of any such changes in this Agreement as a result of change in law.

**SECTION TWENTY**  
**SEVERABILITY**

Should any material word, sentence, phrase, or other provision of these sections of the Agreement be stricken by a court of competent jurisdiction, or the occurrence of any court rendering any material provision of the Agreement void, the parties shall renegotiate that portion of the Agreement that has been stricken in order to implement mutually acceptable replacement language consistent with the ruling of the Court. Should the CONTRACTOR and TOWN not be able to agree to a resolution, prior to the effective date of any such termination, the matter shall be presented to the Town Council pursuant to Section 28 hereof, for further attempt at resolution

For any other provisions of the Agreement the invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any such void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular' portion or provision held to be void. As to these other provisions, the parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this Section shall not prevent the entire Agreement from being voided by either the TOWN or the CONTRACTOR should a provision which is of the essence of the Agreement be determined to be void.

**SECTION TWENTY-ONE**

## **ASSIGNMENT AND SUBLETTING**

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the CONTRACTOR without the express written consent of the TOWN, which consent shall not unreasonably be withheld by the TOWN. Any assignment of this Agreement made by the CONTRACTOR without the express written consent of the TOWN shall be null and void and shall be grounds for the TOWN to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the CONTRACTOR, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination, all liability of the TOWN under this Agreement to the Assignee and CONTRACTOR shall cease, and TOWN shall have the right to call the performance bond and shall be free to negotiate with other CONTRACTORS or any other person or company for the service of the Service Area that is the subject of this Agreement. In the event of any assignment, **assignee shall fully assume all the liabilities of the CONTRACTOR.**

## **SECTION TWENTY-TWO**

### **MODIFICATION OR THE AGREEMENT**

This Agreement constitutes the entire contract 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. Such modification shall be in the form of an Amendment executed by both parties.

## **SECTION TWENTY-THREE**

### **INDEPENDENCE OF PARTIES**

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 between the parties hereto, or as constituting the CONTRACTOR as the agent, representative, or employee of the TOWN for any purpose whatsoever. The CONTRACTOR is to be and shall remain an independent CONTRACTOR with respect to all services performed under this Agreement.

## **SECTION TWENTY-FOUR**

### **ANNEXATIONS**

Adjustments to Service Area boundaries and the rights of the parties to this Contract due to municipal annexation or contraction will be as provided by Florida Statutes Section 171.062, as amended, or its successor.

## **SECTION TWENTY-FIVE**

### **PUBLIC ENTITY CRIMES**

CONTRACTOR may not be a person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are

disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. The CONTRACTOR is required to comply with Florida Statutes Section 287.133. as amended, or its successor.

## **SECTION TWENTY-SIX**

### **DRUG-FREE WORKPLACE**

CONTRACTOR shall complete a TOWN-approved Drug-Free Workplace Form annually by January 1. Failure to certify the CONTRACTOR as a drug-free workplace in accordance with Section 287.087, Florida Statutes, shall be cause for termination of this Agreement and revocation of the Service.

## **SECTION TWENTY-SEVEN**

The CONTRACTOR, in performing under this Agreement, shall not discriminate against any worker, employee, applicant, or any member of the public because of race, creed, color, sex, age, or national origin, nor otherwise commit an unfair unemployment practice on such basis

## **SECTION TWENTY-EIGHT**

### **RESOLUTION OF DISPUTES**

Section 13 "Administrative Charges" and Section 14 "Breaches" shall be handled pursuant to the processes in those sections to the point where resolution either is or cannot be achieved.

If those disputes cannot be resolved between TOWN staff and CONTRACTOR, they shall be handled pursuant to this Section. Where any dispute between the CONTRACTOR and the TOWN Management cannot be resolved as between them, the TOWN Council shall have an opportunity to review and attempt to resolve the dispute. To invoke this process, the Public Works Director or the CONTRACTOR shall so notify the Mayor and the TOWN Council, and a hearing shall be set for a date not less than fifteen (15) or more than forty-five (45) days of such notice. The TOWN Council on the date of the properly set and noticed hearing shall hear the CONTRACTOR and its representatives and the TOWN's staff and the respective positions thereon, and shall make a determination as to whether or not there has been a material breach or Default of this Agreement by either the TOWN or the CONTRACTOR, or on matters such as administrative charges disputes or other disagreements which cannot be resolved as between TOWN Management and CONTRACTOR, the TOWN Council shall hear and resolve them, including directing what action(s), if any, shall be taken by either the TOWN, CONTRACTOR or both. The TOWN may, upon a determination of a Default as described in Section 14, when such determination is affirmed by the TOWN Council under this provision and upon the 60 days notice of termination as provided for in that Section, after such 60 days and without further compensation to the CONTRACTOR, take over the work or any portion of the work, provided however, the CONTRACTOR shall continue to be paid for any work not taken over by the TOWN or work already performed by the CONTRACTOR and not yet compensated and paid to the CONTRACTOR. During any dispute, the CONTRACTOR and the TOWN shall continue to render full compliance with this Agreement regardless of the: nature of the dispute, unless the TOWN specifically notifies the CONTRACTOR otherwise. Both parties reserve their right of access to the judicial system for any dispute.

## **SECTION TWENTY-NINE**

### **POINTS OF CONTACT**

All dealings, contacts, notices, and payments between the CONTRACTOR and the TOWN shall be directed by the CONTRACTOR to the Public Works Director or Public Works Director designee, and by the TOWN to the CONTRACTOR's Project Manager, each of whom shall be designated and identified to the other party upon execution of this Agreement.

## **SECTION THIRTY**

### **NOTICES**

A letter addressed and sent by United States Mail Return Receipt Requested to either party at its business address shown below or hand delivered with a signed receipt shall be sufficient notice whenever required for any purposes in this Agreement, except where otherwise herein designated by telephone.

#### **TOWN:**

Public Works Director  
Town of Eatonville  
307 Kennedy Blvd.  
Eatonville, Florida 32751

#### **CONTRACTOR:**

Erik Sankey, Regional Vice President  
Waste Pro of Florida, Inc.  
3705 St. Johns Parkway  
Sanford, Florida 32771

Notices shall be effective when received at the address as specified above, Changes to the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, provided, However, facsimile transmissions received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed.

## **SECTION THIRTY-ONE**

### **INFORMED CONSENT**

The CONTRACTOR agrees that the terms of this Agreement have been completely read, are fully understood, and are voluntarily accepted, that CONTRACTOR affirmatively states that it has had the benefit of advice from counsel of its own choosing before executing this Agreement: that CONTRACTOR has voluntarily and with full understanding executed this Agreement and accepted its terms and conditions.

## **SECTION THIRTY-TWO**

### **COUNTERPARTS**

Counterparts: Electronic Signatures. The Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same

instrument representing this Amendment between the parties hereto, and it shall not be necessary for the proof of this Amendment that any party produce or account for more than one such counterpart. Electronic signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

**EXECUTION OF DOCUMENT ON FOLLOWING PAGE**

**EXECUTION OF THE AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below:

\_\_\_\_\_ Date:  
\_\_\_\_\_  
MAYOR  
TOWN OF EATONVILLE, FLORIDA

STATE OF FLORIDA  
COUNTY OF ORANGE

On this \_\_\_ day of April, 2025, before me, the undersigned notary public, personally appeared \_\_\_\_\_, Mayor of the Town of Eatonville, Orange, County, Florida who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_ or who is personally known to me to be the person whose name is signed on the within/preceding document, and acknowledged to me that he signed it voluntarily for its state purpose.

\_\_\_\_\_  
Notary Public  
State of Florida  
My commission expires:

\_\_\_\_\_  
Date: \_\_\_\_\_  
ERIK SANKEY, REGIONAL VICE PRESIDENT  
WASTE PRO OF FLORIDA, INC.

STATE OF FLORIDA  
COUNTY OF SEMINOLE

On this \_\_\_\_ day of April, 2025, before me, the undersigned notary public, personally appeared Erik Sankey, Regional Vice President, Waste Pro of Florida, Inc., who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_ or who is personally known to me to be the person whose name is signed on the within/preceding document, and acknowledged to me that he signed it voluntarily for its state purpose.

\_\_\_\_\_  
Notary Public  
State of Florida  
My commission expires: