

**CONTRACT FOR
SOLID WASTE DISPOSAL SERVICES FOR
FORT WALTON BEACH, FLORIDA**

THIS CONTRACT, made this 1st day of January, 2023 by and between the **City of Fort Walton Beach, Florida**, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "**City**" and **Allied Services, LLC dba Fort Walton Transfer Station #4552** of 110 Ready Avenue NW, Fort Walton Beach, Florida 32548, hereinafter referred to as the "**Company**", for the term January 1, 2023 through December 31, 2023.

WITNESSETH:

SECTION 1. DEFINITIONS

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as follows. These definitions shall not apply beyond the context of this Agreement and specifically shall not authorize or otherwise insinuate any application of terms in conflict with Chapter 62 - 701 FAC and Company's permits.

"**Acceptable Waste**" means Class I MSW, MSW-Construction and Demolition Debris, MSW-Yard Trash, MSW-All Other Materials, Acceptable Waste shall not contain any Unacceptable Waste.

"**Agreement**" means this agreement between City and Company.

"**Biomedical Waste**" means any solid or liquid waste which may present a threat of infection to humans, and has been produced by a "Biomedical Waste Generator" as defined in 64E-16.002, F.A.C.

"**City**" means City of Fort Walton Beach, Florida.

"**City Manager**" means City Manager of City, or his/her designee.

"**Class I Facility**" means Company's permitted facility located at 110 Ready Avenue NW, Fort Walton Beach, Florida, at which Company shall accept, process, market and/or dispose of City's Class I MSW.

"**Class I Landfill**" means a permitted landfill that receives Class I MSW.

"**Class I MSW**" means Solid Waste that is not Hazardous Waste, and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, F.A.C.

"**MSW Construction and Demolition Debris**" or "**Construction and Demolition Debris**" or "**C&D Debris**" means material generally considered to not be water soluble and non-hazardous in nature, including, but not limited to, dimensional lumber and plywood, steel, window glass, brick, concrete, stucco, aluminum and vinyl building materials, or asphalt roofing material, and as defined by Rule 62-701.200(24), F.A.C.

"**Company**" means Allied Services, LLC dba Fort Walton Transfer Station #4552

"**Day**" means one calendar day when used in this Agreement.

"**Effective Date**" means January 1, 2023.

"**FDEP**" means the Florida Department of Environmental Protection or its successor responsible for regulating waste disposal in the State of Florida.

"**Hazardous Waste**" means waste with properties that make it dangerous or capable of having a harmful effect on human health or the environment, and as defined by Rule 62 -701.200(47), F.A.C.

"**Landfilling**" means the final placement of waste in or on the land in a controlled manner according to sanitary, environmental protection, and safety regulations.

"**Municipal Solid Waste**" or "**Solid Waste**" or "**MSW**" means garbage, rubbish, refuse, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or government operations, and as defined by Rule 62-701.200(107), F.A.C.

"**Nuisance**" means any unreasonable dust, odors, noise and/or vibrations generated from operational activities.

"**OSHA**" means the Occupational Safety and Health Administration.

"**Permits**" means any and all government permits, licenses, authorizations and approvals required for the performance of City's and Company's obligations under this Agreement.

"**Person**" means an individual, partnership, joint venture, private or public service company, agency, department, or entity of the United States Government or any state government, or any other agency, department, or entity, public or private, however organized.

"**Pollution**" shall be as defined in Section 403.031(7), Florida Statutes.

"**Receiving Facility**" means Company's facility where Solid Waste are placed by City's collection vehicles. The Receiving Facility may be a Transfer Station or designated portions of Company's Class I Facility, or Processing Facility. The Receiving Facility is located at 110 Ready Avenue NW, Fort Walton Beach, Florida.

"**Radioactive Waste**" means nuclear source or byproduct materials regulated under Chapter 404 Florida Statutes, or under the Federal Atomic Energy Act of 1954 as amended.

"**Request for Proposals**" or "**RFP**" means City's Request for Proposals No. 22-023 for Solid Waste Disposal & Recycling Services, dated August 23, 2022.

"**Special Waste**" means the following wastes that require extraordinary management and which City handles and disposes of independent of this Agreement: fluorescent light bulbs and other mercury containing

devices, abandoned automobiles, inoperative and discarded refrigerators, ranges, washers, water heaters, computers, televisions and monitors, and other similar domestic or commercial appliances; paints, solvents and other household chemicals, tires, waste oil, lead- acid batteries, and domestic wastewater treatment sludge.

"**Tare Weight**" means the weight of City's empty (unloaded) delivering vehicle, including fuel. "**Ton**" means a short ton (2,000 pounds, or 0.9078 metric tons).

"**Transfer Station**" means Company's permitted facility where Solid Waste are placed by City collection vehicles for subsequent transfer by Company to the Class I Facility or the Processing Facility.

"**Unacceptable Waste**" means any Solid Waste that cannot legally be disposed at Company's Class I Facility or Processing Facility, any Solid Waste which City is not equipped to handle, Special Waste, and Radioactive Waste. Unacceptable Waste includes Hazardous Waste, Polychlorinated Biphenyl contaminated waste, Biomedical Waste, asbestos containing waste, septage from septic tank pumping, and liquid waste other than household waste as defined in Rule 62-701.300(10), F.A.C.

SECTION 2 - SCOPE

The Company is to perform the Work as defined in the Request for Proposals 22-023 and amendments, if any, the Request for Proposals and any amendments thereto being attached hereto as **Exhibit "A"**, incorporated by reference herein and made a part hereof as fully as if herein set forth. In the event of a conflict between this Agreement and the Request for Proposals or any amendments thereto, or between this Agreement and Company's proposal, this Agreement will control.

2.1. Disposal and/or Recycling Obligations

- 2.1.1 Company shall accept all of the Acceptable Waste that originated within the municipal boundary of City, delivered by City, and shall dispose of all such Acceptable Waste at the appropriate Class I Facility or Processing Facility.
- 2.1.2 Company shall not dispose of City's Acceptable Waste at any other disposal facility unless City gives its prior written approval. City may not unreasonably withhold its approval for use of an alternative disposal facility. In the event of an emergency at the Class I Facility or Processing Facility that prohibits Company from accepting, processing, or disposing of Acceptable Waste at the Facility, Company shall notify City immediately and gain verbal approval from City Manager to dispose of City's Acceptable Waste at an alternative Class I Landfill or other alternative facility approved by FDEP. If the emergency situation is not rectified within forty-eight (48) hours, Company must obtain written approval from City Manager to continue disposing of City's Acceptable Waste at the alternative facility.
- 2.1.3 Upon acceptance of Solid Waste and/or Recyclable Materials from City, Company shall be solely responsible for the control and ultimate disposition of all such materials.

2.2 Monthly Reports.

Company shall provide a monthly report to City under this Agreement. The report shall include the following for all deliveries by City to the Receiving Facility:

- 2.2.1 Details of all Class I MSW deliveries for the month by City, including delivering vehicle identification number and tons delivered for each transaction;
- 2.2.2 Details of all MSW-C&D Debris deliveries for the month by City, including delivering vehicle identification number and tons delivered for each transaction;
- 2.2.3 Details of all MSW-Yard Trash deliveries for the month by City, including delivering vehicle identification number and tons delivered for each transaction;
- 2.2.4 Details of all MSW-All Other Material deliveries for the month by City, including delivering vehicle identification number and tons delivered for each transaction.

2.3 Hours of Operation.

Company shall maintain minimum normal hours of operation from 6 am to 4 pm, Monday through Friday, and from 6 am to 12 pm on Saturday, excluding legal holidays coordinated with City. Company shall extend operating hours during the holidays, and during storm events and other emergencies as necessary to accommodate City collection operations. Company also shall provide City with emergency contact information for after-hours issues that may arise.

2.4 Prohibitions.

Under no circumstances shall Company's activities under this Agreement cause: (a) pollution; (b) litter; or (c) nuisance conditions.

2.5 Company's Personnel and Equipment.

Company shall provide all equipment and personnel necessary to perform Company's duties in a safe, timely and efficient manner. If applicable, Company shall make arrangements for, or have access to, additional equipment and workers, as necessary, to ensure that the receipt and disposal of Acceptable Waste is not interrupted.

2.6 Rejection of Unacceptable Waste.

- 2.6.1 If Unacceptable Waste is delivered to the Receiving Facility by or on behalf of City, Company shall notify the City Public Works Operations Manager (or Designee) immediately and provide City with an estimate of the cost to dispose of the material, and City shall be given the opportunity to remove the Unacceptable Waste at its expense. Company is responsible for properly isolating, and protecting any Hazardous Waste, Biomedical Waste, Radioactive Waste or Special Waste to

prevent runoff, cross contamination of other waste materials, and expansion of the affected area, in accordance with all applicable laws.

2.6.2 Disposal of Hazardous Waste, Biomedical Waste, Radioactive Waste or Special Waste shall be accomplished in accordance with all applicable rules and the requirements for all other Unacceptable Waste. If City does not remove the Unacceptable Waste within ninety-six (96) hours of notification, Company shall remove the Unacceptable Waste from the Receiving Facility and dispose of it in a lawful manner at City's expense. City's expenses shall be limited to the reasonable costs paid by Company to containerize, haul, and dispose of Unacceptable Waste. Notwithstanding anything to the contrary set forth in this Agreement or the Request for Proposals or any amendments thereto, title to Unacceptable Waste, Hazardous Waste, Biomedical Waste, Radioactive Waste or Special Waste shall never pass to Company but shall remain at all times with the generator of such waste. This provision shall survive the expiration or termination of this Agreement. City is not responsible for expenses associated with Unacceptable Waste delivered to the Receiving Facility by Licensed Haulers.

2.6.3 All Unacceptable Waste claims made by Company must be documented with a photograph and written summary including the truck number that delivered the load and the types of Unacceptable Waste found in the load.

2.7 Permits and Licenses.

Company, at its sole cost and expense, shall obtain and maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for Company to perform the work and services described herein. This provision shall include City-issued permits.

2.8 Compliance with Laws and Regulations.

Company agrees that, in the performance of work and services under this Agreement, Company will qualify and comply with any and all federal, state and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to Company, its employees, agents or subcontractors, if any, with respect to the work and services described herein, including, but not limited to, all environmental regulations relating to disposal and/or Recycling of Solid Wastes.

2.9 Records.

2.9.1 Company shall maintain records pertaining to this Agreement in such a manner as will readily conform to the terms of this Agreement and shall make such records available for inspection by City. City or its designee shall have the right to review records maintained by Company, related exclusively to this Agreement, on three

- (3) business days prior written notice.
- 2.9.2 City may perform or have performed, at its expense, an audit of financial records of Company relating exclusively to this Agreement on three (3) business days prior written notice. Company shall cooperate with such audit.
- 2.9.3 Any and all records generated and/or maintained by Company pursuant to and pertaining exclusively to the fulfillment of this Agreement shall be considered to be public records and are subject to the Florida Public Records Act. Company shall keep and maintain all records generated pursuant to and generated by this Agreement for a period of not less than three (3) years.
- 2.9.4 Company understands that Florida has a broad public records law, and that documents in the possession of City can only be maintained confidential to the extent allowed under the Florida Public Records Act.
- 2.9.5 In each instance where Company provides City any documents that Company considers to be proprietary and confidential trade secrets pursuant to Florida law, it shall label them as such in a separately sealed envelope. In the event City receives a public records request for documents identified by Company as proprietary and confidential trade secrets, City shall promptly notify Company of the request. If Company continues to maintain that the documents are proprietary and confidential trade secrets under Florida law, Company shall provide City specific statutory authority for exemption from public disclosure under the Florida Public Records Act.
- 2.9.6 If City, at Company's request, asserts that the documents are exempt from disclosure under the Public Records Act, Company shall, at its own expense, defend, indemnify and hold City harmless of all liability for such nondisclosure, including costs and attorneys' fees and for any and all claims brought against City or its officials, agents and employees arising from City's assertion of a public records exemption pursuant to this paragraph. Nothing herein shall be interpreted to authorize or require City to violate the requirements of the Florida Public Records Act or any order of any court of competent jurisdiction.

2.10 **PUBLIC RECORDS**

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

CITY CLERK – CITY OF FORT WALTON BEACH
107 MIRACLE STRIP PARKWAY SW
FORT WALTON BEACH, FLORIDA 32548
850-833-9509 clerk@fwb.org

- 2.10.1 Company shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Company shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 2.10.2 Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Company does not transfer the records to the City.
- 2.10.3 Upon completion of the contract, Company shall transfer, at no cost, to the City all public records in possession of the Company or keep and maintain public records required by the City to perform the service. If Company transfers all public records to the City upon completion of the contract, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the contract, Company shall meet all applicable requirements for retaining public records.
- 2.10.4 All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 2.10.5 Failure of Company to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 2.10.6 If Company fails to provide the public records to the City within a reasonable time Company may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Company has unlawfully refused to comply with a public records request within a

reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

2.11 OSHA Requirements.

Company agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder where applicable, and Company further warrants that all services furnished under this Agreement will conform to and comply with said standards and regulations. Company agrees to furnish Material Safety Data Sheets (form OSHA- 20) as applicable for hazardous or potentially hazardous products. Company will indemnify and hold City harmless from and against liabilities, suits, damages, costs and expenses, including reasonable attorneys' fees, which may be imposed on, incurred by or asserted against City because of Company's or subcontractor's failure to comply with OSHA or state labor law.

2.12 Statement of Assurance.

During the performance of this Agreement, Company assures City that Company is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977; that Company does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against Company's employees or applicants for employment. This Agreement is expressly conditioned upon the veracity of this Statement of Assurance and Company's compliance with Title VII of the Civil Rights Act of 1964 when federal grant(s) is/are involved. Other applicable Federal and State laws, Executive Orders and regulations prohibiting such discrimination are also included by this reference. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

2.13 Preparation and Submittal of Monthly Invoice.

Company will invoice City on a monthly basis for tonnage which Company has received from City and Company has accepted for disposal during the month. Invoices shall be submitted to City no later than the last day of the month following the month of the service, i.e. an invoice for materials delivered by City in March shall be submitted to City by April 30th.

SECTION 3 - SCHEDULE/TERM

The Contract Work Schedule/Term is as stated below:

The term of this Agreement shall be for a period of five (5) years starting with an effective date of January 1, 2023 and ending December 31, 2028..

SECTION 4 - COMPENSATION PLAN

The Company agrees to provide the services, equipment and materials as negotiated to the City at the cost specified here:

Description	Year 1 Price Per Ton	Year 2 Price Per Ton	Year 3 Price Per Ton	Year 4 Price Per Ton	Year 5 Price Per Ton
Residential Solid Waste	\$65.50	\$68.50	\$71.75	\$75.00	\$78.50
Commercial Solid Waste	\$68.50	\$71.65	\$75.00	\$75.50	\$79.25
Yard Waste	\$58.50	\$61.25	\$64.00	\$67.00	\$70.00

SECTION 5 - PAYMENT

- 5.1 The City shall pay the Company the contract price(s) as noted in Section IV. City shall make payment within twenty (20) days after receipt of a complete and properly documented invoice from Company. In the event the payment is not made within twenty (20) calendar days after receipt of the invoice, City agrees to pay interest to Company at the rate of one (1) percent per month on the outstanding balance until paid in full. Nothing contained herein, including the charging of interest, will extend the due date for payment.
- 5.2 All invoices shall be directed to Accounts Payable, City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.
- 5.3 NOTE: ALL INVOICES MUST CLEARLY INDICATED THE CITY CONTRACT NUMBER OR ANNUAL PURCHASE ORDER NUMBER AS STATED HEREIN.

SECTION 6 - GENERAL CONDITIONS

- 6.1 Termination for Default
 - 6.1.1 The City may terminate all or any part of this contract, by giving notice of default to the Company, if the Company:
 - 6.1.1.1 refuses or fails to perform services within the times specified,
 - 6.1.1.2 fails to comply with any of the provisions of this contract, or so fails to make progress as to endanger performance hereunder, or
 - 6.1.1.3 becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City’s liability will be limited to the payment for goods and /or services accepted as of

the date of termination.

6.1.2 In the event of such a termination by the City, the City shall be liable for the payment of all work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

6.1.3 No party shall be deemed to have waived any failure to perform by another party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms specifically contained herein.

6.2 Termination for Convenience

The City may terminate this Contract for its convenience, at any time, in whole, or in part, any part of the award.

6.2.1 In the event of such a termination by the City, the City's sole obligation shall be to reimburse Company for those goods and/or services actually shipped/performed and accepted, prior to the effective date of termination and for all portions of materials, supplies, services.

6.2.2 In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.

6.3 Fiscal Year Funding Appropriation

6.3.1 Specified Period - Unless otherwise provided by law, a contract for services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.

6.3.2 Cancellation Due To Unavailability Of Funds In Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of the Contract for Services in any subsequent fiscal period, the Contract may be terminated or modified. If the Contract is terminated, the Company shall be entitled to reimbursement for any work delivered or conducted pursuant to the Contract.

6.4 Indemnification and Insurance

6.4.1 Indemnity - The Company hereby agrees to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands,

damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement and by the negligent act or omission of the Company, its agents, servants, or employees.

6.4.2 Insurance - The Company will provide evidence of insurance coverage which is equal or exceeds the minimum standards for this project. As outlined below, such insurance shall be written by a company licensed to do business in the State of Florida and shall have an A.M. best rating of at least A-.

6.4.2.1 Workers Compensation:

Coverage A: In conformity with Florida Statutes

Coverage B: \$500,000/\$500,000/\$500,000

6.4.2.2 Commercial General Liability: Each occurrence for:

6..2.7.1 Bodily Injury/Property Damage \$1,000,000

6..2.7.2 Personal and Advertising Injury \$1,000,000

6..2.7.3 Products/Completed Operations \$1,000,000

6..2.7.4 General Aggregate for: \$2,000,000

6..2.7.5 Fire Legal Liability \$100,000

6..2.7.6 Medical Payments \$10,000

6..2.7.7 Contractual Liability where applicable

6.4.2.3 Waste Industry Pollution Program Insurance Policy.

Company shall procure and shall maintain Pollution Legal Liability Insurance in an amount of not less than Ten Million Dollars (\$10,000,000), for claims based on or arising from Pollution or other conditions, including, but not limited to claims based on Permits, Applicable Law, common law or equity with City named as an additional insured under each policy and with a certificate of insurance to be furnished by Company to City no later than December 1 of each year. The Pollution Legal Liability Insurance shall cover both sudden and non-sudden Pollution incidents. This insurance shall be maintained with any insurance vendor or companies licensed to do business in the State of Florida and which are acceptable to City. The failure by Company to provide adequate insurance shall not relieve Company's responsibility to protect City wholly from all such claims and damages.

6.4.2.4 Umbrella Coverage with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate.

6.4.2.5 Business Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured
- The policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice
- Contractual Liability

6.5 Bond Requirements

This Agreement requires a payment and performance bond in the amount of 100% of the annual contract price as security for the faithful performance of this Agreement, which shall remain in effect during the term of this Agreement.

6.6 Liquidated Damages

Company acknowledges that if Company fails to perform under this Agreement, City will suffer damages which are difficult, if not impossible, to accurately quantify. Accordingly, if Company fails to comply with the following, the City may charge Company liquidated damages, and not as a penalty, according to the following schedule:

- 6.6.1 Failure to meet any reporting deadline or notification of this Agreement by the specified date unless approved by City Manager.
- 6.6.2 Failure to provide alternate location when Primary site is closed.
- 6.6.3 In the event services are not delivered by the date(s) required, there will be deducted from the total contract price, not as a penalty but as liquidated damages, the sum of One Thousand (\$1000.00) dollars per day for each and every calendar day of delay; except that if the performance be delayed by any act, negligence, or default on the part of the City, public enemy, war, embargo, fire or explosion not caused by the negligence or intentional act of the Company, or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the, a reasonable extension of time as the City deems appropriate may be granted.

- 3.15.2 Upon receipt of a written request and justification for an extension from the Company, the City Purchasing Division may extend the time for performance of the contract herein specified at the City Purchasing Division's sole discretion for good cause shown.

6.7 Non-Waiver

No failure by City to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available upon a breach hereof, shall constitute a waiver of any such breach or of any such term or condition. No waiver of any breach shall affect or alter any term or condition in this Agreement, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

6.8 Assignment

There shall be no assignment or transfer of this Agreement, or any rights granted pursuant to this Agreement, in whole or in part, without the prior express written approval of the other party, which consent shall not be unreasonably withheld, delayed or conditioned. Transfer or any change in the ownership or control of Company shall constitute an assignment requiring such prior approval. Any assignment or transfer without such prior written consent shall constitute an immediate default of this Agreement.

6.9 Binding on Successors and Assigns

The covenants contained in this Agreement are binding on the parties and their respective successors, legal representatives and assignees, if any. This provision shall survive the expiration or termination of this Agreement.

6.10 Safety Measures

The Company shall take all necessary precautions for the safety of the City's and Company's employees on the work site and shall erect and properly maintain at all times all necessary safeguards for the protection of the workers and public. The Company shall post signs warning against hazards in and around the work site.

6.11 Venue

Venue for any action to enforce this Agreement shall be Okaloosa County, Florida.

6.12 Construction

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 7 - MISCELLANEOUS PROVISIONS

7.1 Host City Fees.

A "Host City Fee" will be paid by a Company that operates a transfer facility within the corporate boundaries of the City. All waste and recyclables processed or disposed of at the transfer facility that originated from outside the Fort Walton Beach City limits with the exception of the existing tonnage based on a pre-determined amount per day collected by the Company.

7.1.1 Company will pay to the City: Years 1 - 5: Company will pay to the City 5% per ton.

7.1.2 Thereafter, Company will continue to pay the Host City Fee, which will increase 5% at the end of 5th year and increase by 5% at the end of each 5-year period thereafter.

- 7.1.3 Company shall pay Host City Fee to the City quarterly.
- 7.1.4 Host City Fee will exclude the pre-determined amount of 40 tons per day, collected only by Republic Services.

7.2 City's Obligations

7.2.1 Delivery

City shall assume complete responsibility for delivery of Solid Waste and/or Recyclables to the Receiving Facility. To the extent allowed by law and within City's lawful control, City will deliver, or direct delivery of Acceptable Waste to the Receiving Facility. City shall not knowingly deliver, direct delivery of, or allow to be delivered on its behalf, Unacceptable Waste to the Receiving Facility.

7.2.2 Source of Payments by City.

The obligation of City to pay any monies due under this Agreement does not constitute a general indebtedness of City within the meaning of any statutory or constitutional provisions limiting to the amount and nature of indebtedness that may be incurred by City. The obligations and liabilities of City under this Agreement are payable solely from operating and maintenance accounts or funds from City's Solid Waste collection and disposal operations. Company shall not have the right to require or compel City to exercise its ad valorem taxing power to pay its obligations and liabilities under this Agreement or to compel payment from any source other than as indicated in this Section.

7.2.3 Irrevocable Commitment to Pay.

City shall pay the monthly billings timely submitted by Company throughout the term of this Agreement and said payment shall be without notice or demand, subject to City's right of setoff, counterclaim, suspension, or deduction. City shall fix, revise, maintain, and collect such fees, rates, rental, or other charges for the use of its Solid Waste collection and disposal services as shall be necessary to fund the timely payment of City's respective obligations and liabilities under this Agreement. City shall maintain its Solid Waste collection and disposal operations and maintenance accounts throughout the term of this Agreement for purposes of paying its obligation and liabilities hereunder. This provision shall survive the expiration or termination of this Agreement.

7.2.4 Collector Vehicle Identification.

City shall provide Company with specific information identifying the trucks or units used by City. Such identification shall include, but not be limited to, the vehicle types and registration numbers, and such other identification useful in the identification of authorized collection vehicles.

7.2.5 Collector Responsibilities.

City shall be responsible for compliance with any federal, state or local laws, including city and county ordinances, governing the transportation and disposal of Solid Waste by City.

7.3 Company's Responsibilities

7.3.1 Tare Weights.

Company shall be allowed to use the Tare Weight of City collection vehicles to determine load weights. Company shall establish the Tare Weight of the vehicles at the beginning of the Agreement term and shall update such Tare Weights annually or when the City adds new collection vehicles to its fleet. City shall review and approve all Tare Weights to be used for City vehicles.

7.3.2 Collection of Solid Waste.

Company shall have no rights under this Agreement to collect Solid Waste within City, and City shall be solely responsible for the collection of Solid Waste within City.

7.4 Communications.

Company and City agree that representatives from each party shall meet as needed or at City's request in order to discuss operations of Company's facilities. Working in cooperation with City, Company shall develop, implement and maintain a system that will allow Company and City to communicate with each other during operating hours. Company's proposed communications system shall be subject to City Manager's prior approval.

7.5 Covenants of Further Assurances.

City and Company agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement.

7.6 Independent Contractor.

Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City. Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and Company shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between City and Company. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of City, nor shall any such person be entitled to any benefits available or granted to employees of City. Persons employed by Company in the performance of services and functions pursuant to this Agreement shall have no claim to

pension, workers' compensation, unemployment compensation, civil services or other employee rights or privileges granted to City's officers and employees either by operation of law or by City.

7.7 Force Majeure.

In the event Company's or City's performance of this Agreement is prevented or interrupted by consequence of an act of God, or of a public enemy, or national emergency, allocation, or other governmental restrictions upon the use of availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquakes, or other casualty or disaster or catastrophe, then the parties shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that such party is diligently attempting to perform.

7.8 Title to Waste.

Prior to acceptance by Company, City shall possess right, title, and ownership of all Solid Waste and Recyclables that are delivered to the Receiving Facility by, at the direction of, or on behalf of City. All right, title, ownership, and responsibility for City-delivered Acceptable Waste shall pass to Company when the materials are deposited by City at the Receiving Facility. Notwithstanding anything to the contrary set forth in this Agreement or the Request for Proposal or any amendments thereto, title, ownership, and responsibility for Unacceptable Waste, Hazardous Waste, Biomedical Waste, Radioactive Waste, or Special Waste shall remain at all times with the generator of such waste and shall at no time pass to Company. Deposit of any such Unacceptable Waste, Hazardous Waste, Biomedical Waste, Radioactive Waste, or Special Waste at the Receiving Facility shall not be deemed to vest title, ownership and responsibility to such in Company. If title, ownership and responsibility to such is deemed vested in Company, Company shall have the right to revoke acceptance of any waste at any time such waste is discovered to be or contain such Unacceptable Waste, Hazardous Waste, Biomedical Waste, Radioactive Waste, or Special Waste. This provision shall survive the expiration or termination of this Agreement.

7.9 Public Entity Crimes.

7.9.1 In accordance with Section 287.133 of the Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY

TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

7.9.2 By execution of this Agreement, Company assures City that none of its officers, directors, executives, partners, shareholders, employees, members, or any of its agents who are active in management has been convicted of a public entity crime. In the event that any of its officers, directors, executives, partners, shareholders, employees, members, or any agents who are active in management are convicted of a public entity crime, Company shall immediately notify City.

7.10 Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

7.11 Sovereign Immunity.

Except as expressly set forth in this Agreement, nothing herein shall be deemed to be a waiver by the City of its rights to sovereign immunity.

7.12 Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered hereunder if mailed by first class certified mail, postage prepaid, to the respective parties at their respective addresses:

If to City:
Public Works Director

City of Fort Walton Beach
107 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548

If to Company:
Allied Services, LLC dba Fort Walton
Transfer Station #4552
110 Ready Avenue NW
Fort Walton Beach, FL 32548

With a copy to:
City of Fort Walton Beach

Attn: City Manager's Office
107 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548

Allied Services, LLC dba Fort Walton
Transfer Station #4552
Attn: General Counsel
18500 N Allied Way
Phoenix, AZ 85054

The parties reserve the right to change the designated person to receive notice. In such event, the party shall notify the other party in writing as provided herein within ten (10) days of the change of designation.

7.13 City's Representative.

City Manager shall be City's representative during the term of this Agreement or until such time as Company is notified that a representative has been selected.

7.14 Amendment.

This Agreement may only be amended by writing duly executed by City and Company. All such amendments must be signed by City Manager on behalf of City.

7.15 Entire Agreement.

This Agreement, which includes Allied Services, LLC's proposal, dated October 6, 2022, a copy of which is incorporated herein as Exhibit B, contains the entire agreement of the parties. It may not be modified or terminated orally and no claimed modification, termination or waiver shall be binding on either party unless in writing signed by an authorized representative of City or Company. All titles to clauses contained in this order are for identification only and shall not be construed as being a substantive part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials for this contract on the date first written above.


Executed by:

CITY

City of Fort Walton Beach
Attn: City Manager's office
107 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548
jpeters@fwb.org; jgunn@fwb.org
850-833-9575

By: 
Jeff Peters, Acting City Manager



Attest: 
Kim M. Barnes, MMC, City Clerk

COMPANY

Allied Services, LLC dba Fort Walton Transfer Station #4552
Office 3720 Varner Drive
Mobile, AL 36693
Email: ARodgers@RepublicServices.com

By: 
Andrew Rodgers (Dec 19, 2022 07:26 CST)
Signature

By: _____
Signature

Printed Name: Andrew Rodgers

Printed Name: _____

Title: General Manager

Title: _____

EXHIBIT A –
CITY OF FORT WALTON BEACH RFP 22-023
BID DOCUMENT (60 pgs)
and
ADDENDUM 1 (2 pgs)

EXHIBIT B –

CITY OF FORT WALTON BEACH RFP 22-023

COMPANY'S PROPOSAL (69 pages)
October 6, 2022

**CERTIFICATE OF SECRETARY
RELATING TO THE BID OR PROPOSAL TO PROVIDE SOLID
WASTE DISPOSAL, RECYCLING & TRANSFER SERVICES
FOR THE CITY OF FORT WALTON BEACH IN THE STATE OF
FLORIDA**

The undersigned, Secretary of ALLIED SERVICES, LLC, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE**

LANDFILL HOLDINGS, INC., a Delaware corporation, the managing member of the Company (the "Managing Member") by written consent of the Managing Member on August 23, 2021 , that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **ANDREW RODGERS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 2nd day of September, 2022.

Lauren McKeon

Lauren McKeon, Secretary