

CONSULTANT AGREEMENT

THIS AGREEMENT made and entered into this 10th day of March 2016, by and between the **CITY OF COCONUT CREEK**, a Florida municipal corporation, (hereinafter referred to as "**City**"), and **JONES EDMUNDS & ASSOCIATES, INC.** (hereinafter referred to as "**Consultant**").

WHEREAS, the parties desire to enter into an agreement to provide expert consulting services to the **City**; and

WHEREAS, the **City** and **Consultant** desire to clarify and define their responsibilities with regard to providing said services.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, the parties to this Agreement do hereby agree as follows:

1. The **City** hereby retains the services of **Consultant** for the purpose of providing expert consulting services to the **City**.

2. As an independent consultant, **Consultant** is neither an officer, nor an employee of the **City**. **Consultant** must provide a Federal Tax I.D. number if applicable, otherwise, **Consultant** must provide a social security number. **Consultant** must submit a completed W-9 form at the time of the submission of the first invoice for all services rendered.

3. **Term**: The term of this Agreement shall commence on April 9, 2016 and terminate on April 9, 2017. This Agreement may be renewed for two (2) additional periods of one (1) year as mutually agreed upon by the parties in writing. However, the Agreement may be terminated by either party without cause by giving thirty (30) days

written notice to the other with or without cause. If the Agreement is terminated by the **City**, the **City** shall only be responsible to compensate **Consultant** for fees incurred up to the date of termination and which are billed within thirty (30) days of termination.

4. The **Consultant's** fee shall be the sum of not to exceed Eighty-Six Thousand, Seven Hundred Dollars (\$86,700.00). All work shall be performed by **Consultant** inclusive of incidental expenses. This Agreement shall not be amended without approval of this Agreement in writing by both parties in writing. The **Consultant** shall submit monthly invoices in an amount not to exceed Seven Thousand Dollars (\$7,225.00) to the **City** for services rendered by **Consultant** for time spent in reviewing material, conducting research and advising the **City** in accordance with the Scope of Work attached as Exhibit "A". The **City** shall issue a check within thirty (30) days after receipt of each invoice in the **City's** Finance Department. All supplies shall be provided by the **Consultant**.

5. This Agreement does not create an employer/employee relationship between the parties. **Consultant** is not entitled to any benefits paid to **City** employees. It is the intent of the parties that under this Agreement, an independent consultant is not an employee of the **City** for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance Law.

6. **Consultant** shall be responsible for all taxes of any kind. An IRS W-2 form will not be provided. The **City** will provide an IRS Form 1099 required by law. **Consultant**

recognizes that no Federal Income Tax or Social Security will be withheld. However, if **Consultant** requests in writing that Federal Income tax be withheld, the **City** will deduct the Federal Income tax withheld and remit to the IRS.

7. The **City** shall not be responsible for any property damage or personal injury sustained by **Consultant** from any cause whatever, prior, during, or subsequent to the period of time during which this Agreement is in effect. The **Consultant** hereby waives, discharges, and releases the **City**, its agents and employees from liability for the negligent acts of **Consultant** or its employees and agents.

8. While **Consultant** shall conform to standards and policies of the **City of Coconut Creek**, the **Consultant** shall have sole control of the work and the manner in which it is performed.

9. This Agreement is a personal service contract and an assignment of this Agreement by **Consultant** without the written consent of the **City** is void. **Consultant's** employees that will perform work pursuant to this agreement shall be limited to Victoria H. Lehr, P.E., Mark D. Hadlock, P.E., Steve Laux, P.E. and Casey Coffey, P.E. Both parties agree that any assignment of this Agreement to persons other than those listed herein shall require advanced written consent from both parties.

10. **Consultant** shall be free to contract for similar services to be performed for other entities or persons while under contract with the **City** so long as they are not in conflict with the services provided to **City** under this Agreement. The provision of services provided for herein is non-exclusive. The **City** may retain additional entities or persons to perform the same or similar work, if in its sole discretion the **City** desires to do so.

11. **Consultant** shall not discriminate on the basis of age, religion, race, color, national origin, sex, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression in performance of this Agreement.

12. All notices shall be effective when mailed to the following addresses:

Consultant address:

JONES EDMUNDS & ASSOCIATES, INC.
730 NE Waldo Road
Gainesville, FL 32641

City address:

Mary C. Blasi, City Manager
City of Coconut Creek
4800 W. Copans Road
Coconut Creek, FL 33063

13. **Public Records Requirements:** City is a public agency subject to Chapter 119, Florida Statutes. To the extent **Consultant** is acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, **Consultant** shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by City were City performing the services under this Agreement;
- b) Provide the public with access to such public records on the same terms and conditions that City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements; are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer to City, at no cost, all public records in possession of **Consultant** upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.

e) The failure of **Consultant** to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement.

14. This Agreement represents the entire understanding of the parties and supersedes all other written or oral agreements. Modifications to this Agreement must be made in writing and mutually agreed to by the parties.

15. Notwithstanding Paragraph 2, **Consultant** understands that **Consultant** must comply with all applicable laws, rules and regulations, and maintain all required qualifications to provide the services provided for under this Agreement and failure to do so, shall cause this Agreement to be immediately deemed null and void and notice of termination, as set forth in Paragraph 3 is not required.

16. This Agreement shall be construed in accordance with the Laws of the State of Florida. Venue for any action shall be exclusively in Broward County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF COCONUT CREEK, FLORIDA



Leslie Wallace May
City Clerk Leslie Wallace May, MMC

By: Mary C. Blasi
Mary C. Blasi, City Manager

Approved as to Form:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney 3/14/16

WITNESSES:

Linda Freese

Print Name: Linda Freese

JoAnne Talamo

Print Name: JoAnne Talamo

JONES EDMUNDS & ASSOCIATES, INC.:

By: *Kenneth Vogel*

Print Name: Kenneth S. Vogel, PE

Social Security No.: _____

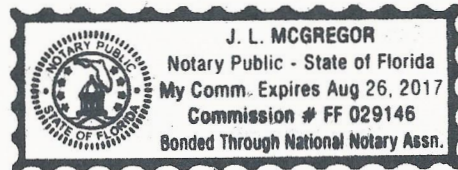
or

Federal Tax .No.: 59-1533071

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 29th day of February, 2016, by Kenneth S. Vogel, PE (name of person acknowledging), **who is personally known to me** or who has produced N/A (type of identification) as identification.

J. L. McGregor
Notary Public – State of Florida



(SCOPE OF WORK)

Scope of work shall include, but not be limited to the following:

The scope of work is divided into three (3) tasks:

Task 1 – Meetings

This task includes effort associated with participating in meetings and calls related to the audit, including monthly coordination meetings and calls with both Coconut Creek and Waste Management.

Task 2 – Field Visits – Spot Inspections

This task includes effort associated with the “spot inspections” noted in Article 2.4 of the Settlement Agreement. Two types of spot inspections will be performed:

On-Site Spot Inspection

As part of this task, Jones Edmunds will observe waste being unloaded at the working face (Monarch Hills Landfill). During these visits, the truck numbers, truck type and observed material type will be recorded. Drivers may be interviewed as to the origin of the waste.

Upon completion of the spot check, Waste Management will provide scalehouse tickets for the observation period. Jones Edmunds will compare the observed waste types against the ticketed waste types for the referenced period.

The work scope includes conducting twelve (12) On-Site Spot Observations at the Monarch Hill Landfill spaced approximately one (1) month apart.

Off-Site Spot Inspection

Jones Edmunds will observe trucks entering the facility at the gate and note truck number, time in, and truck type. Data collected during the observation period will be checked against the facility records provided during the scale house visit associated with the on-site inspections.

The work scope includes conducting four (4) Off-Site Spot Observations at the facility entrance of the Monarch Hill Landfill.

Both the on-site and off-site spot checks will be completed at different times during a month to avoid any patterns.

Review of Reporting Procedures

Waste Management will provide Jones Edmunds with a spreadsheet print-out of scalehouse records for a date randomly selected by Jones Edmunds. The print-out will include the following standard categories:

- Material Type
- Net Tons
- Date In
- Time In
- Truck Number

Waste Management will also provide original scalehouse tickets for the selected audit period.

Jones Edmunds will cross-check the entry totals on the print-out to the totals summed from the scalehouse tickets for the individual waste categories and report on those findings.

Jones Edmunds will review the reporting procedures used by Waste Management including how the categories of waste accepted at the scale house are re-categorized to those reported to the City.

Per Article 2.4 of the Settlement Agreement, Waste Management will provide the City with an annual report indicating total tons of Grit and Screenings and the total amount of Municipal Sludge accepted at the landfill, broken down into tons accepted from each municipal wastewater treatment plant customer. The annual Grit and Screenings report will be compared to the tons of Grit and Screenings pulled directly from the Waste Management system as will the annual amount of Municipal Sludge. This effort will be done at the end of 2016 so the annual amounts can be summarized and compared to the amounts in the Settlement Agreement. For the year 2016, Municipal Sludge is to be accepted only from the North Broward Regional Wastewater Treatment Plant. The Waste Management records will be checked on a monthly basis to confirm this. Starting in January 2017, Grit and Screenings are to be accepted only from the North Broward Regional Wastewater Treatment Facility and the Waste Management records will be checked on a monthly basis to confirm this.

Jones Edmunds will do a monthly statistical sampling of the scale house records and compare the results of that analysis to the overall tonnages reported to Coconut Creek and DEP. Any discrepancies in the findings will be reported to Coconut Creek and discussed with Waste Management.

Task 3 – Field Observation of Transfer Station

This task includes effort associated with observing the operations at a Transfer Station, with attention being made to how the waste is sorted and classified. Jones Edmunds will document the observations and deliver a report to the City.

NOTES TO THE SCOPE OF WORK

Jones Edmunds will provide the City with reports of the findings of the spot checks, the audit of the scale house tickets and the observations at the Transfer Station facility as those events occur.

Jones Edmunds may not copy, clone or otherwise maintain or keep any Waste Management records that are not publicly available, in accordance with Article 2.4 of the Settlement Agreement attached as Exhibit "B". In the event Waste Management disputes the findings of the audit and/or on-site spot observation while Jones Edmunds is on site, the issue will be reviewed with Waste Management in an attempt to reach agreement. If agreement cannot be reached, the City will be contacted as soon as practical to determine the best course of action.

This scope of work is based on the current understanding of waste acceptance, recordkeeping and reporting at Monarch Hill. The initial scope was adjusted based on information gathered during the kick-off meeting between the City, Consultant and Waste Management, the off-site observations by Consultant, two (2) on-site observations by Consultant and additional calls with Waste Management.

Reports and other deliverables will be submitted to the City electronically.

COST BREAK DOWN

Task	Hours per Event	Events per Contract Term	Hours per Contract Term
<i>Task 1 – Project meetings</i>			
Meetings	2	12	24
Monthly coordination calls	2	12	24
Meeting summaries	1	12	12
<i>Task 2 – Spot Observations</i>			
On site observations	8	12	96
Off site observations	8	4	32
Review of reporting procedures	16	2	32
Reports	2	12	24
Statistical Analysis of Records	20	12	240
<i>Task 3 – Transfer Station Observation</i>			
Field visit to transfer station facility	24	1	24
Report on findings	2	1	2
Total Hours			510
Total Fee		86,700	
Based on \$170/hr rate for Sr. Project Manager			

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main columns: PRODUCER (USI Insurance Services, LLC) and CONTACT NAME. Includes a sub-table for INSURER(S) AFFORDING COVERAGE with columns for INSURER A-E and NAIC #.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Professional Liability coverage is written on a claims-made basis.
RE: Professional Engineering Services
City of Coconut Creek is named as an additional insured as respects the general liability policy as required by written contract.

Table with 2 columns: CERTIFICATE HOLDER (City of Coconut Creek) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of authorized representative).

RESOLUTION NO. 2016-052

A RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES WITH JONES EDMUNDS & ASSOCIATES, INC. TO CONDUCT A MONTHLY WASTE AUDIT OF THE MONARCH HILL LANDFILL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Waste Management, Inc., of Florida (WMIF) owns and operates the landfill known as Monarch Hill located at the intersection of Wiles Road and Powerline Road adjacent to the City limits; and

WHEREAS, on April 9, 2015 the City entered into a Settlement Agreement with WMIF (Exhibit "B") to limit the amount of household waste, commercial solid waste, sludge, and grit and screenings accepted at the landfill; and

WHEREAS, a monthly audit of the waste accepted at the landfill is required to verify that WMIF does not exceed the waste limits set by the Settlement Agreement; and

WHEREAS, the City requires a qualified environmental consulting firm that does not have a conflict of interest with WMIF in performing the required monthly audit; and

WHEREAS, City staff has determined that Jones Edmunds & Associates, Inc., is a sole source qualified consulting firm that does not have a conflict of interest with WMIF: and

WHEREAS, City staff recommends that Jones Edmunds & Associates, Inc., be awarded the contract to conduct the monthly waste audit at an estimated annual cost of \$86,700.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and approves the attached Agreement between the City and Jones Edmunds & Associates, Inc., to conduct the monthly waste audit (Exhibit "A").


Section 2: That the City Manager or her designee is authorized to execute said Agreement by and between the City of Coconut Creek and Jones Edmunds & Associates, Inc.

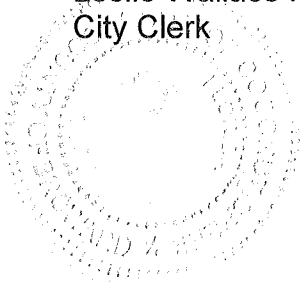
Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

Adopted this 10th day of March, 2016.


Mikkie Belvedere, Mayor

Attest:


Leslie Wallace May,
City Clerk



Belvedere	<u>Aye</u>
Rydell	<u>Aye</u>
Sarbone	<u>Aye</u>
Tooley	<u>Aye</u>
Welch	<u>Aye</u>