

**AGREEMENT**  
*between*  
**THE CITY OF COCONUT CREEK**  
*And*  
**REPUBLIC SERVICES OF FLORIDA**  
*for*  
**COMMERCIAL RECYCLING PROGRAM**  
**RFP NO. 11-02-16-10**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Republic Services of Florida, Company with offices located at 751 NW 31 Avenue, Fort Lauderdale, FL 33311 (the "Vendor") to provide Commercial Recycling Services pursuant to RFP No. 11-02-16-10.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

**1) The Contract Documents**

The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions), specifications of RFP No. 11-02-16-10, all addenda issued prior to, and all properly executed amendments or modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict among the contract documents, this Agreement, and all properly executed amendments or modifications issued after execution of this Agreement, shall control.

**Definitions:**

**Hazardous Waste:** *is any substance defined or identified as a hazardous waste in 40 C.F.R. Parts 260-265 and appendices, promulgated pursuant to the Resource Conservation and Recovery Act, 42 U.S.C Section 6901, et seq., as amended, and Rule 62-730, F.A.C., as amended.*

**Recyclable Materials:** *means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.*

**Unacceptable Waste:** *means highly flammable substances, Hazardous Wastes, liquid wastes, special wastes, certain pathological and biological wastes, explosives toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Vendor, to be dangerous or threatening to health or the environment, or which cannot be legally acceptable at the applicable disposal facility.*

**2) The Work**

The Vendor shall perform all work for the City required by the contract documents and as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor shall 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 the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
- e) *Title to Waste:* Vendor shall acquire title to Recyclable Materials when they are loaded into Vendor's truck. Title to and liability for any Unacceptable Waste shall at no time pass to Vendor.

**3) Contract Price**

The Agreement shall be performed pursuant to RFP No. 11-02-16-10. Pricing shall be as per Attachment "A" Schedule of Proposal Prices.

The City of Coconut Creek, without invalidating this Agreement may make changes to increase or decrease services and/or locations as required. Any changes will be made in writing provided both parties agree.

**4) Contract Term**

The initial Agreement period shall be for two (2) years.

**5) Contract Extension**

The City reserves the right to extend the Agreement for three (3) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Agreement amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Agreement is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this Agreement, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing Agreement. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

**6) Conditions for Emergency/Hurricane or Disaster**

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as

determined by the City Manager. Awarded Vendor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

**7) Independent Contractor**

Vendor is an independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Vendor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

**8) Assignment and Subcontracting**

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Vendor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Vendor.

**9) Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33063  
With a copy to the City Attorney at the same address.

VENDOR

Jean-Pierre Turgot, General Manager  
Republic Services of Florida  
751 NW 31 Avenue  
Fort Lauderdale, FL 33311  
Phone: 954-327-9555  
Email: [JTurgot@RepublicServices.com](mailto:JTurgot@RepublicServices.com)

**10) Agreement Subject to Funding**

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

**11) Venue**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in Broward County, Florida or the Federal Southern District of Florida.

**12) Signatory Authority**

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

**13) Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**14) Indemnity/Hold Harmless**

The parties agree that one percent (1%) of the total compensation paid to Vendor for the work of the Agreement shall constitute specific consideration to Vendor for the indemnification to be provided under the Agreement. The Vendor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Vendor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes.

Notwithstanding anything to the contrary set forth in this Agreement or otherwise, Vendor shall have no obligation to indemnify, defend or hold harmless the City, or any other parties indemnified under this Agreement for any such liability or claim to the extent resulting from the negligence or, willful misconduct by the City.

**15) Default**

**Termination for Cause**

In the event the Vendor shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the City may, upon written notice to the Vendor, terminate this Agreement effective immediately. In the event of such termination the City may hold the Vendor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of reprocurement and cover.

**Procedures:**

- a. Written notice shall be provided to Vendor setting forth the reasons for said termination and
- b. Only after the Vendor has been afforded a reasonable opportunity as determined by the City to correct alleged problems; and

- c. Only after a hearing before the City Manager is granted to Vendor, at which time the Vendor shall be given an opportunity to be heard.

**Termination for Default**

In the event the Vendor shall default in any of the “material” terms, obligations, restrictions or conditions in the contract documents, the City shall give the Vendor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Vendor has failed to correct the condition(s) of the default within three (3) calendar days or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies limited to termination of the Agreement in which case the Vendor shall be liable for any and all damages permitted by law arising from the default and breach of the Agreement.

**Termination for Convenience of City**

Upon thirty (30) calendar days, written notice delivered by certified mail, return receipt requested, to the Vendor, the City may without cause and without prejudice to any other right or remedy, terminate the Agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the Agreement is terminated for the convenience of the City the notice of termination to the Vendor must state that the Agreement is being terminated for the convenience of the City under the termination clause and the extent of termination. The Vendor shall discontinue all work on the appointed last day of service.

**16) Merger; Amendment**

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Republic Services of Florida, Limited Partnership, signing by and through Jean-Pierre Turgot, General Manager, duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:

\_\_\_\_\_  
Mary C. Blasi, City Manager      Date

\_\_\_\_\_  
Leslie Wallace May      Date  
City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney      Date

**VENDOR**

ATTEST:

\_\_\_\_\_  
Republic Services of Florida, LP

\_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Signature of Authorized Agent      Date

\_\_\_\_\_  
Type/Print Name of Corporate Secy.

\_\_\_\_\_  
Type/Print Name of Authorized Agent

(CORPORATE SEAL)

**CORPORATE ACKNOWLEDGEMENT**

STATE OF FLORIDA:

:SS

COUNTY OF \_\_\_\_\_:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, of \_\_\_\_\_ a \_\_\_\_\_ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 201 .

\_\_\_\_\_  
Signature of Notary Public  
State of Florida at Large

\_\_\_\_\_  
Print, Type or Stamp  
Name of Notary Public

- Personally known to me or
- Produced Identification

\_\_\_\_\_  
Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

**CITY OF COCONUT CREEK  
COMMERCIAL RECYCLING PROGRAM  
RFP NO. 11-02-16-10**

**ATTACHMENT "A"  
SCHEDULE OF PROPOSAL PRICES**

<b>Cart</b>	<b>Price Per Cart Per Commercial Business</b>
First 95-Gallon Cart	\$13.75
Additional 95-Gallon Carts	\$13.75