

**RESOLUTION NO. 2025- 3387**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH WASTE MANAGEMENT INC. OF FLORIDA FOR RECYCLING SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE AS A PURCHASE MADE UNDER OTHER GOVERNMENTAL CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, consistent with its longstanding commitment to the environment, the Town of Surfside (Town") wishes to continue to provide recycling services for waste or refuse to all residential properties and businesses in the Town ("Services");

**WHEREAS**, in October 2018, the Town previously passed a resolution to enter into an agreement with Waste Management Inc. of Florida ("Company") including and adopting the terms and pricing set forth in an agreement between the Company and the City of Coral Springs, Florida dated April 18, 2018 for recycling drop off services (Reso. 2018-2543);

**WHEREAS**, the agreement contemplated and authorized by the Town's Reso. 2018-2543 was never executed;

**WHEREAS**, the City of Coral Springs, Florida entered into another agreement with the Company on Oct. 18, 2023 for recycling drop off services (the "City of Coral Springs Agreement"); and

**WHEREAS**, in accordance with Section 3-13(3) of the Town of Code, the Town elects to utilize the terms and pricing contained in the existing City of Coral Springs Agreement; and

**WHEREAS**, the Town Commission wishes to engage the Company to provide the Services pursuant to Section 3-13(3) of the Town Code authorizing purchases made under other governmental contracts; and

**WHEREAS**, the Town desires to enter into an agreement with the Company for the Services, in substantially the form attached hereto as Exhibit "A" (the "Agreement"), including and adopting the terms and pricing set forth in the City of Coral Springs Agreement; and

**WHEREAS**, the Town Commission wishes to authorize the Town Manager to enter into the Agreement with the Company for the Services, substantially in the form attached hereto as Exhibit "A" (the "Agreement"), subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney; and

**WHEREAS**, the Town Commission finds that it is in the best interest and welfare of the Town and its residents to approve the Agreement with the Company for the Services, and proceed as indicated in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above-stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Town Manager Authorized: Agreement Authorized.** The Town Manager is hereby authorized to enter into the Agreement with the Company for the Services, substantially in the form attached hereto as Exhibit "A", including and adopting the terms and pricing set forth in the City of Coral Springs Agreement, subject to final

approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

**Section 3. Implementation of Agreement.** The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Services, the Agreement and the purposes of this Resolution.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** on this 8<sup>th</sup> day of April, 2025.

Motion By: Vice Mayor Paul

Second By: Commissioner Velasquez

**FINAL VOTE ON ADOPTION:**

Commissioner Ruben A. Coto	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Vice Mayor Tina Paul	<u>Yes</u>
Mayor Charles W. Burkett	<u>Yes</u>

**Attest:**

  
\_\_\_\_\_  
Sandra N. McCready, MMC  
Town Clerk



\_\_\_\_\_  
Charles W. Burkett, Mayor

**Approved as to Form and Legal Sufficiency:**

  
\_\_\_\_\_  
Thais Hernandez, Town Attorney



## RECYCLING SERVICES AGREEMENT

THIS RECYCLING SERVICES AGREEMENT ("Agreement") is made as of April \_\_\_\_\_, 2025 by and between WASTE MANAGEMENT INC. OF FLORIDA. ("Company"), a Florida corporation with an office located at 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431 and the Town of Surfside, Florida ("Customer"), with a location at 9293 Harding Avenue, Surfside, FL 33154.

### 1. TERM:

The term of the Agreement shall be for a period of five (5) years, commencing April 1, 2025. The Agreement may be renewed for two (2) additional one-year terms by written mutual agreement. The Customer shall provide notice to Company of its interest in renewing this Agreement at least ninety (90) days prior to the end of the initial term or any renewal term.

### 2. QUANTITY AND QUALITY:

During the term of the Agreement, Company shall take, and Customer agrees to provide one hundred percent (100%) of Customer's single stream recyclables ("Recyclables"). Customer will provide in accordance with Exhibit A ("Specifications"). In the event that the Recyclables do not meet Specifications, the load may be rejected and/or Customer shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, and disposal costs. Recyclables specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Recyclables provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law. Company reserves the right at its sole discretion upon 30 days' notice to Customer to discontinue acceptance of any category of Recyclables as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

### 3. RECYCLABLE VALUE:

The value of the Recyclables meeting the Specifications shall be as set forth on Exhibit B. It shall be conclusively presumed that the composition of the Recyclables delivered to the Company shall be identical to the composition of all single stream recyclables processed by Company at the processing facility used, as established from time to time by Company. Notwithstanding the foregoing, Company may perform a composition study of the Recyclables (see Exhibit C) to determine the percentage of each commodity in Customer's Recyclables and may revise the amount payable or chargeable to Customer to reflect the actual composition of Customer's Recyclables. Customer acknowledges that the value of the Recyclables may be negative.

### 4. PAYMENTS; CHARGES; ADJUSTMENTS:

Where the value is positive for the Recyclables, Company shall pay Customer on or about the last day of each month for Recyclables purchased during the preceding month, after deduction of any Charges owed to Company by Customer for services performed hereunder. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a fee, both to the maximum extent allowed by applicable law. In the event that payment



is not made when due, Company retains the right to suspend service until the past due balance is paid in full. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default.

**5. SERVICE:**

Customer shall deliver Recyclables, at Customer's expense, to 20701 Pembroke Road, Pembroke Pines, FL 33029 ("Facility") during the Facilities operating hours, Monday through Saturday, excluding holidays specified by the Facility. All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility. Company retains the right to direct deliveries to one of the Company's other facilities in Miami-Dade or Broward County for operational reasons in its sole discretion.

**6. DEFAULT:**

Notwithstanding the term of this Agreement set forth in paragraph one (1) above, in the event of default by a party, which default is not cured within thirty (30) days after written notice from the non-defaulting party, the non-defaulting party, at its option, may terminate this Agreement, upon written notice.

**7. INDEMNIFICATION/LIMIT OF LIABILITY:**

Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Recyclables, or (b) as a result of the disposal of Customer's Recyclables in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Neither party shall be liable to the other for consequential, incidental, or punitive damages arising out of the performance or breach of this Agreement.

Nothing herein is intended to serve as a waiver of sovereign immunity by the Customer nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Customer is subject to section 768.28, Florida Statutes, as may be amended from time to time.

The provisions of this section shall survive termination of this Agreement.

**8. REMEDIES AND WAIVER:**

A party's remedies hereunder are not exclusive and are in addition to any other remedies at law or in equity. A party shall not be deemed to waive any remedy available to it or any right under this Agreement, at law or in equity, by virtue of any act or forbearance in enforcing such rights or remedies.

In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

**9. NOTICES:**

Any notice to be given hereunder shall be sent certified mail or by a recognized national overnight carrier service to the address set forth above and in the case of Company a copy shall be sent to Waste Management Inc. of Florida, 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431 Attention: Legal Department.

**10. TERMINATION FOR CONVENIENCE:**

Company or Customer upon one hundred twenty (120) calendar days written notice delivered by certified



mail, return receipt requested, or standard overnight delivery with signature verification, to the other party may without cause and without prejudice to any other right or remedy, terminate the Agreement for convenience whenever the Company or Customer determines that such termination is in its best interest. Where the Agreement is terminated for convenience, the Notice of Termination must state that the Agreement is being terminated for the convenience of the terminating party under the termination clause. Termination for convenience shall be on an all or none basis; there shall be no partial termination for convenience.

#### **11. RECORDS AND AUDIT:**

Customer reserves the right to audit the records of Company relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by Customer. If required by Customer, Company shall agree to submit to an audit by an independent certified public accountant selected by Customer. Company shall allow Customer to inspect, examine and review the records of Company at any and all times during normal business hours during the term of this Agreement.

**IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TOWN OF SURFSIDE, SANDRA N. McCREADY, MMC, PUBLIC RECORDS CUSTODIAN, 9293 HARDING AVENUE, SURFSIDE, FLORIDA 33154, TELEPHONE NUMBER (305) 861-4863.**

Company understands, acknowledges, and agrees that Company shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by Customer to perform the service.
- (2) Upon request from Customer's custodian of public records, provide Customer 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or Customer policy.
- (3) 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 Company does not transfer the records to Customer.
- (4) Upon completion of the contract, transfer, at no cost, to Customer all public records in possession of Company or keep and maintain public records required by Customer to perform the service. If Company transfers all public records to Customer 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. All records stored electronically must be provided to Customer, upon request from Customer's custodian of public records, in a format that is compatible with the information technology systems of Customer.

#### **NONCOMPLIANCE OF CONTRACTOR**

- (1) A request to inspect or copy public records relating to a Customer's contract for services must be made directly to Customer. If Customer does not possess the requested records, Customer shall



immediately notify Company of the request, and Company must provide the records to Customer or allow the records to be inspected or copied within a reasonable amount of time.

(2) If Company does not comply with Customer's request for records, Customer shall enforce the contract provisions in accordance with the contract.

(3) If Company fails to provide the public records to Customer within a reasonable time, Company may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against Company to compel production of public records relating to Customer's contract for services, the court shall assess an award against Company the reasonable costs of enforcement.

**12. GOVERNING LAW; VENUE:**

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in Miami-Dade County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

**13. INSURANCE:**

The Company shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand dollars (\$200,000.00) per accident.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Company in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage.

**UPON CONTRACT EXECUTION, THE COMPANY SHALL SUBMIT TO CUSTOMER COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CUSTOMER IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE AND THE OPERATIONS OF COMPANYS UNDER THE AGREEMENT.** All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled or renewal refused until at least thirty (30) calendar days written notice has been given to the Customer.

**14. SCRUTINIZED COMPANIES:**

Pursuant to Florida Statute 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of



any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or for \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to 215.473 or is engaged in business operations in Cuba or Syria.

Company certifies by signature of this Agreement that: it is not on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; the Scrutinized Companies that Boycott Israel list, engaged in a boycott of Israel or that it is not engaged in business operations in Cuba or Syria. Any contract for goods or services of any amount may be terminated at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. A contract for goods and services of \$1 million or more may be terminated at the option of the awarding body if the company is found to have submitted false certification, has been placed on any of the other lists in this section or has been engaged in business operations in Cuba or Syria.

#### **15. MISCELLANEOUS:**

Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment ("Uncontrollable Circumstances"), and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other recycling services agreements for the Recyclables, whether written or oral, that may exist between the parties or its affiliates; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; (e) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision; and (f) In the event either party successfully enforces its rights against the other party hereunder, each party shall bear its own costs.

#### **16. E-VERIFY**

In accordance with Section 448.095, *Florida Statutes*, Company agrees as follows:

Company agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Company shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. Client may immediately terminate this Agreement for a breach of this subparagraph.

Company shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Company shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. Client may immediately terminate an Agreement for a breach of this subparagraph.

Client shall terminate this Agreement if Client has a good faith belief that Company is in violation of Section 448.09(1), *Florida Statutes*.



Company shall terminate any agreement with any subcontractor if Company has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. Client may immediately terminate this Agreement for a breach of this subparagraph.

Client shall notify and order Company to immediately terminate a contract with a subcontractor if Client has a good faith belief that Company's subcontractor knowingly violated this Section, but Company has otherwise complied with this Section. Client may immediately terminate this Agreement for a breach of this subparagraph.

A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

Company shall be liable for any and all additional costs incurred by Client as a result of the termination of this Section.

**17. NO THIRD-PARTY BENEFICIARIES**

This Agreement only provides rights and remedies for the Customer and the Company. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other person. There are not third-party beneficiaries under this Agreement, except the Town of Surfside.

**18. State Required Affidavits.** By entering into this Agreement, the Company agrees to review and comply with the following state affidavit requirements:

**Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

**Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

[Section left blank intentionally]

DRAFT



IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

TOWN OF SURFSIDE, FL

\_\_\_\_\_

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Town Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney's Office

WASTE MANAGEMENT INC. OF FLORIDA

By: \_\_\_\_\_

Name and Title: David M. Myhan, President

Attest :

\_\_\_\_\_  
Lisa P. Silva, Asst. Corp. Secretary

**AFFIDAVIT ATTESTING TO  
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of \_\_\_\_\_, a nongovernmental entity.
3. \_\_\_\_\_ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I  
have read the foregoing, and the facts stated  
in it are true:**

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_ Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida  
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_  
\_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

\_\_\_\_\_  
Personally known to me; or  
\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)  
\_\_\_\_\_  
Did take an oath; or  
\_\_\_\_\_  
Did not take an oath



**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH  
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. \_\_\_\_\_ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing, and the facts stated in it are true:**

Witness #1 Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_ Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida  
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_  
Personally known to me; or  
\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)  
\_\_\_\_\_  
Did take an oath; or  
\_\_\_\_\_  
Did not take an oath

EXHIBIT A  
**SINGLE STREAM SPECIFICATIONS**

During the term of the Agreement, Company shall take, and Customer agrees to provide one hundred percent (100%) of Customer's single stream recyclables ("Recyclables") in accordance with the specifications below ("Specifications"). In the event that the Recyclables do not meet Specifications, the load may be rejected and/or Customer shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, disposal costs, and contamination fees, all of which may include an amount for Company's operating and gross profit margin. Recyclables specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Recyclables provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

**RECYCLABLES** must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 – with screw tops only - empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Magazines, glossy inserts, pamphlets, and catalogs
Plastic containers with symbols #3-#7 – empty (no expanded polystyrene)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Glass food and beverage containers – brown, clear, or green - empty	Old, corrugated containers/cardboard (uncoated)
Aseptic Containers	Phone books



**NON-RECYCLABLES** include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries

**DELIVERY SPECIFICATIONS:**

Material delivered by or on behalf of Customer may not contain more than 40% Non-Recyclables ("Excess Contamination") and may contain no Excluded Materials. In the event a load does not meet Specifications, the load may be rejected and/or Customer may be charged additional processing, return or disposal costs; provided, however, that if delivered material contains more than 10% Non-Recyclables (but does not contain Excluded Materials), the material will be accepted and the Excess Contamination shall be subject to the charges set forth in Exhibit B.

"Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Customer shall deliver Recyclables, at Customer's expense, to Company's facility located at 20701 Pembroke Road, Pembroke Pines, FL 33029 or to such other location in Miami-Dade or Broward County as the Company may direct from time to time ("Facility") during the Facility's operating hours, Monday through Saturday, excluding Christmas Day. All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility.

## EXHIBIT B SINGLE STREAM PRICING

### 1. VALUE SHARE

Where the Blended Value is greater than the Processing Fee, Customer's value share is a percentage of the difference between the Blended Value and the Processing Fee as listed below. When the Blended Value is less than the Processing Fee, Customer shall pay Company the difference between the Processing Fee and the Blended Value.

Where the Blended Value is greater than the Processing Fee and equal to or less than \$175.00, the Customer's value share is 55% of the difference.

Where the Blended Value is greater than \$175.00 and equal to or less than \$180.00, the Customer's value share is 65% of the difference.

Where the Blended Value is greater than \$180.00, the Customer's value share is 75% of the difference.

### 2. BLENDED VALUE

To calculate the Blended Value per ton of the Recyclables,

(a) The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Customer's recyclables as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and

(b) Each commodity value per ton is added together to obtain the Blended Value per ton.

Customer acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- "PS" means the average price published at [www.SecondaryFiberPricing.com](http://www.SecondaryFiberPricing.com) for the Southeast USA Region, domestic price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the average price published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com) for the Atlanta (Southeast USA) Region, first dated price each month, retroactive to the first of the month.
- If PS or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Contractor may substitute such alternative publication(s) or alternate method to determine the value of each commodity set forth below.
- "T&D" means the charge for transporting residue from the processing facility per ton in the month of delivery to the disposal facility.



	<b>Description</b>	<b>Index</b>
Mixed Paper	PS 54 Mixed Paper (MP)	
Newspaper	PS 54 Mixed Paper (MP)	
Corrugated Containers	PS 11 Corrugated Containers	
Aluminum cans	SMP Metals Aluminum cans (Sorted, Baled, ¢/lb., picked up)	
Steel cans	SMP Metals Steel cans (Sorted, Baled, \$/Gross ton, picked up)	
PET	SMP Plastics PET Baled, ¢/lb., picked up)	
Natural HDPE	SMP Plastics Natural HDPE (Baled ¢/lb., picked up)	
Colored HDPE	SMP Plastics Colored HDPE (Baled ¢/lb., picked up)	
Plastics #3-#7	SMP Plastics Commingled (#3-7, Baled ¢/lb., picked up)	
Glass (3 mix)	SMP Glass 3 Mix (\$/ton del., as Recyclables or Disposable)	
Polycoated cartons	\$0.00	
Contamination (up to 10%)	\$0.00	
Excessive Contamination (over 10%)	T&D cost (currently \$65.00/ton)	

### 3. CHARGES

(a) The initial Processing Fee is \$170.10 per delivered ton.

(b) The Contractor has the right to adjust the Processing Fee in accordance with increases in the applicable CPI as calculated below on the anniversary of the Effective Date ("Anniversary Date"). Such CPI adjustments shall be effective on such Anniversary Date and shall be based on the percentage increase in the CPI for the twelve (12) month period ending two months prior to the Anniversary Date. "CPI" means the Consumer Price Index-All Urban Consumers (CPI-U), Water, Sewer, and Trash Collection (WST), (Not Seasonally Adjusted, 12-month rolling average) as published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984=100), which shall not exceed 5%. In the event this CPI is no longer viable or no longer reflective of consumer prices in Customer's geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual agreement of the parties. Failure by Contractor to submit such CPI price adjustment shall not preclude the retroactive implementation of such adjustment as of the Anniversary Date.

In the event Customer remits payment via credit card, P-card, or other electronic means, Company may pass through to Customer any applicable convenience or similar fees assessed on Company per transaction by the third-party processing institution, not to exceed actual convenience or similar fees assessed by the processing institution.

At the commencement of this Agreement, the Excessive Contamination Fee for Contamination/Residue over 10% of the composition is \$65.00 per ton, as shown in Exhibit C. This per ton rate will vary based upon changes in the cost of transporting residue from the processing facility to the disposal facility.



EXHIBIT C  
SINGLE STREAM COMPOSITION

The initial AMV calculation shall be based upon Composition Audits performed in January 2025. The Composition percentages may be updated every six months to determine the percentage of each commodity in Customer's Recyclables and Exhibit B will be deemed adjusted accordingly. A representative from Customer may be present for composition studies.

By way of example, the chart below is illustrative of how the fees will be calculated, using the values for one particular month. The commodity values will vary from month to month based on the published indices.

Material	Index Description	Market Index March 2025	Market Value (\$/Ton)	Material %	Average Market Value (\$/Ton)
Mixed Paper	PS 54 Mixed Paper (MP)	55.00	\$ 55.00	20.17%	\$ 11.10
Corrugated Containers	PS 11 Corrugated Containers	80.00	\$ 80.00	17.63%	\$ 14.10
Aluminum Cans	Metals Aluminum Cans (Sorted, Baled, c/lb, picked up)	90.00	\$ 1,800.00	1.00%	\$ 18.04
Steel Cans	Metals Steel Cans (Sorted, Baled, S/Gross ton, picked up)	190.00	\$ 190.00	1.68%	\$ 3.20
PET	Plastics PET (Baled, c/lb, picked up)	19.50	\$ 390.00	4.54%	\$ 17.72
Natural HDPE	Plastics Natural HDPE (Baled, c/lb, picked up)	104.50	\$ 2,090.00	1.15%	\$ 24.02
Colored HDPE	Plastics Colored HDPE (Baled, c/lb, picked up)	11.50	\$ 230.00	1.33%	\$ 3.05
Plastics #3-#7	Plastics Commingled (#3-7, Baled, c/lb, picked up)	0.50	\$ 10.00	0.53%	\$ 0.05
Glass (3 Mix)	Glass 3 Mix (\$/ton del. as Recyclable or Disposable)	(32.50)	\$ (32.50)	16.44%	\$ (5.34)
Polycoated cartons	None at this time	-	\$ -	0.46%	\$ -
Contamination	N/A	-	\$ -	10.00%	\$ -
Excessive Contamination	Contamination in excess of 10%	(150.00)	\$ (150.00)	25.06%	\$ (37.59)
				100.00%	\$ 48.36
Comments: Regional Average prices used from Secondary Fiber Pricing and Secondary Material Pricing.					
Excessive Contamination pricing is based on actual T&D costs of residue.					
	Reuter MRF Processing Fee is \$170.10/ton				\$ 170.10
	Net Material Value in excess of Processing Fee - Reuter				\$(121.74)

### Composition Audits of Program Materials used for AMV Calculation

The initial AMV calculation shall be based upon Composition Audits completed in January 2025.

Beginning within 60 days of the commencement date of the agreement and during each subsequent six month period, WMIF may conduct composition audits on composition samples in accordance with ASTM Standard D5231-92(2008) so as to establish sufficient waste characterization data necessary to adjust the AMV to reflect changes in the composition of single stream materials delivered to the Designated Facilities which may be utilized to calculate the AMV periodically. A quantity of five audits will provide a statistical confidence of 90%. These audits may be performed at the Company's discretion to reflect changes in weather and seasonal population behaviors which affect recycling composition.

A calendar or schedule of planned audits can be provided to the Town upon request to WMIF. Sampling protocol shall consider the collection day of the week and geographic routing to provide the



overall composition. The Town may request to have a representative observe any audits by providing a written request not less than seven days prior to the audit. At any time during the term of the Contract the Town may submit a written request to conduct a Composition Study with the aid of a qualified professional.

a. Within ninety days after receipt of Town's request, the Town may engage a qualified professional (the "Professional") to conduct the Composition Study. The Professional will employ a Composition Study methodology generally recognized and accepted within the industry as producing accurate results under circumstances similar to those existing at the Designated Facilities. The Town will have sole and absolute discretion in choosing the Professional and the methodology to be used in conducting each Composition Study. All costs related to the Composition Study shall be the Town's obligation.

b. Upon engaging a Professional who will conduct a Composition Study, the Town will notify WMIF as to the schedule when the study will be conducted. Both the Town and WMIF shall have the right to be present and to observe the conduct and performance of the Composition Study.

c. The Town will deliver, or require the Professional to deliver, a copy of the final Composition Study to WMIF. Should the Composition study conducted by the Professional deviate significantly (defined as greater than 5%) from data derived from audits conducted by WMIF, an average of the two AMV totals will be used to calculate the subsequent period until the next semi-annual calculation is due.

After the Town and WMIF have received the final Composition Study, then any required resulting adjustments to the material percentages utilized to calculate the AMV as provided in Exhibit B will become effective commencing the first day of the calendar month after the month in which the parties receive the final Composition Study and will remain in effect during the remainder of the Contract unless and until further adjusted in a future Composition Study or Town Composition Study.