

R-2019-240

**AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
WASTE PRO OF FLORIDA, INC.
FOR
SOLID WASTE COLLECTION, RECYCLABLES COLLECTION, AND
YARD WASTE/BULK WASTE COLLECTION AND DISPOSAL
SERVICES**

This Agreement made and entered into this 15 day of October, 2019, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter "City") and Waste Pro of Florida, a Florida corporation authorized to do business in the State of Florida (hereinafter "Vendor").

WHEREAS, on August 28, 2019, the City Commission passed and adopted Resolution No. R-2019-240 which approved and authorized the execution of an agreement with the Vendor to provide solid waste collection, recyclables collection, yard waste/bulk waste collection and yard waste/bulk waste disposal services; and

WHEREAS, these services are based upon the services outlined in the attached Exhibit "A" along with the terms set forth in the attached Exhibit "B" along with the Vendor's proposal.

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I
INCORPORATION OF DOCUMENTS**

The proposal submitted by Vendor, the attached Exhibits "A" and "B" and any addenda thereto, (hereinafter, collectively, the "Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the Documents. In the event of conflict, the terms of the Documents and any addenda thereto, shall prevail.

**ARTICLE II
TERM AND TERMINATION**

(a) Term. The Effective Date of this Agreement shall commence upon execution of this Agreement by the parties. The term of this Agreement shall be for a ten year term commencing on October 1, 2019 and expiring on September 30, 2029. This Agreement may be renewed at the option of the City for one additional three year term under the same terms and conditions as the initial term, including amendments. Any and all renewals are subject to City Commission approval.

(b) Termination. The City, may at any time, in its sole discretion, with or without cause, terminate this Agreement and will provide Vendor with written notification of such termination.

ARTICLE III SCOPE OF WORK

In accordance with the Documents, Vendor shall perform any and all Collection and Disposal Services as set forth in the Documents attached hereto and incorporated herein by reference as well as set forth herein.

ARTICLE IV COMPENSATION

In accordance with the Documents, City shall pay Vendor for Residential Collection of Solid Waste, Recycling, Yard Waste, Bulk Waste and Commingled Waste, a Fee in the amount of \$ 20.49 per Residential Unit for an estimated number of 34,659 Residential Units the First Contract Year. Payment of said Fee shall be pursuant to the Documents and the Fees after the First Contract Year shall be adjusted pursuant to the Documents and as set forth in Exhibit "B"

In accordance with the Documents, City shall pay Vendor for Yard Waste, Bulk Waste and Commingled Waste Processing, a Fee in the amount of \$34.00 per ton for Yard Waste Processing, \$41.80 per ton for Bulk Waste Processing and \$34.00 per ton for Commingled Waste Processing the First Contract Year. Payment of said Fee shall be pursuant to the Documents and the Fee after the First Contract Year shall be adjusted pursuant to the Documents and as set forth in Exhibit "B".

ARTICLE V INDEMNIFICATION

The parties hereby agree that the following indemnification provision shall govern this Agreement:

Vendor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Vendor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement, the services and the Documents. Nothing in this Agreement or under the Documents shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

ARTICLE VI
NON-COLLUSION AFFIDAVIT

The Vendor hereby agrees and acknowledges that although the City Commission cancelled Bid No. F-4609-19-PB pursuant to Resolution No. R-2019-240, the Vendor's proposal is part of this Agreement and the Vendor shall execute the attached Non-Collusion Affidavit identified as Exhibit "C" at the time of execution of this Agreement.

ARTICLE VII
PUBLIC ENTITY CRIMES

In accordance with Section 287.133(3)(a), Florida Statutes, Vendor shall execute the attached Sworn Statement relating to Public Entity Crimes identified as Exhibit "D".

ARTICLE VIII
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

By executing this Agreement, Vendor and its principals certify the following:

(a) That the Vendor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) That Vendor and its principals have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) That the Vendor and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental agency (Federal, State or local) with commission of any offenses enumerated in paragraph (b) of this certification; and

(d) That the Vendor and its principals have not within a three year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

ARTICLE IX
DRUG FREE WORKPLACE PROGRAM

Vendor hereby acknowledges and certifies that it has in place a drug-free workplace program and shall provide the City with a copy of its program. Vendor shall provide its employees with a published statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such

prohibitions. Further, all Vendor employees that are rendering services under this Agreement shall be notified that as a condition of working and providing the services under Agreement, that they will abide by the terms of the statement and will notify the Vendor of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

ARTICLE X REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

ARTICLE XI SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE XII ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, and the IFB Documents, together with the attachments hereto, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE XIII NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

Dr. Wazir A. Ishmael, City Manager
City of Hollywood
2600 Hollywood Boulevard, Room 401
Hollywood, Florida 33020

with a copy to:

Douglas R. Gonzales, City Attorney
City of Hollywood
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33020

and if sent to Vendor, such notices shall be mailed to:

Kenneth Rivera
Waste Pro of Florida, Inc.
17302 Pines Blvd
Pembroke Pines, Florida 33029

with a copy to:

Russell Mackie

ARTICLE XIV THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Vendor.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

Patricia A. Cerny
Patricia A. Cerny, MMC
City Clerk

pb CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of Florida

By:

Josh Levy, Mayor

DEPARTMENT OF FINANCIAL SERVICES

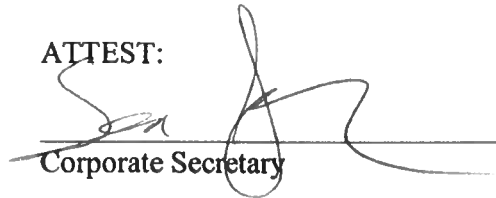
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance of
the City of Hollywood, Florida, only.

Douglas R. Gonzales DR
Douglas R. Gonzales, City Attorney

Cintya Ramos
Cintya Ramos, Director of Financial
Services

**AGREEMENT BETWEEN CITY OF HOLLYWOOD, FLORIDA AND
WASTE PRO OF FLORIDA, INC. FOR SOLID WASTE COLLECTION,
RECYCLABLES COLLECTION, AND YARD WASTE/BULK WASTE
COLLECTION AND DISPOSAL SERVICES**

ATTEST:



Corporate Secretary

WASTE PRO OF FLORIDA, INC., a
Florida corporation

By: 

Signature

Print or Type Name