SERVICE AGREEMENT BY AND AMONG THE

CITY OF MIAMI BEACH

AND

PROGRESSIVE WASTE SOLUTIONS OF FL, INC.;

SOUTHERN WASTE SYSTEMS, LLC; AND

WASTE MANAGEMENT INC. OF FLORIDA;

FOR

ADDITIONAL SOLID WASTE COLLECTION SERVICES AND COLLECTION OF RECYCLABLE MATERIALS AT CITY OWNED PROPERTIES, PARKS, RIGHTS OF WAY, AND OTHER PUBLIC FACILITIES AND PROPERTY(IES)

This Service Agreement (Agreement) is entered into this 26 day of ~~December~~ January, 2015 ~~2014~~, by and among the City of Miami Beach, Florida (City); Progressive Waste Solutions of FL, Inc., a Delaware corporation authorized to conduct business in the state of Florida; Southern Waste Systems, LLC, a Florida limited liability company; and Waste Management Inc. of Florida, a Florida corporation (collectively, Contractors), for the purpose of providing additional solid waste collection services and collection of recyclable materials (Recycling Services) at City facilities, parks, rights of way and other City-owned property(ies) within the City of Miami Beach city limits (collectively, the Collection Area), and such other services as may be required by the City, as more particularly set forth herein.

RECITALS:

WHEREAS, at the October 16, 2013 City Commission Meeting, the Mayor and City Commission authorized the City Administration to issue Request for Qualifications No. 2013-178SR for franchise waste contractors to provide municipal solid waste (MSW) collections and

disposal services, including additional solid waste/recycling services at City-owned properties (the RFQ); and

WHEREAS, at the July 23, 2014 City Commission Meeting, the Mayor and City Commission adopted Resolution No. 2014-28681, accepting the recommendation of the City Manager pertaining to the ranking of proposals pursuant to the RFQ, and authorizing the Administration to enter into negotiations for new franchise agreements with the Contractors, as the top three (3) ranked proposers; and

WHEREAS, in addition to authorizing the Administration to negotiate and, if successful, execute new Franchise Agreements with the Contractors, as a condition of the award of such agreements, the Mayor and City Commission also authorized the Administration to negotiate and, if successful, execute a new Service Agreement with the Contractors for MSW and Recycling Services, including other related public benefits to the City, which, at a minimum, should contain the same (or more favorable) business terms than the existing service agreement; and

WHEREAS, the new Franchise Agreements and the Service Agreement shall each now have an initial term of five years, commencing on October 1, 2014, and ending on September 30, 2019, along with a possible renewal term of up to three (3) years, at the City Commission's sole discretion; and

WHEREAS, the Contractors and the City have also agreed to the terms contained in this Service Agreement, in connection with the simultaneous execution of the Franchise Agreements; and

WHEREAS, the City intends, and Contractors acknowledge and agree, that the Service Agreement shall run concurrently with the term of the Franchise Agreements; and

WHEREAS, the City has been induced, in part, to execute this Agreement and the Franchise Agreements, based upon Contractors' commitment to provide the additional public benefits/services to the City included in Exhibit "A" hereto.

NOW THEREFORE, City and Contractors, in consideration of the mutual covenants herein contained, agree as follows:

1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated by reference into this Agreement.

2. **LIAISON BETWEEN CITY AND CONTRACTORS**

All dealings, contracts, notices and payments between Contractors and the City under this Agreement shall be directed by Contractors to the City Manager or the Authorized Representative, defined herein.

3. **COMMENCEMENT OF WORK AND SERVICES**

The work and services outlined herein shall commence immediately upon receipt of a Notice to Proceed issued by the City Manager or the Authorized Representative, as hereinafter defined.

4. **TERM**

4.1 The initial term of the Agreement shall be for a five (5) year period, commencing retroactively on October 1, 2014 (Commencement Date), and terminating on September 30, 2019 (Term).

4.2 Notwithstanding subsection 4.1 above, this Agreement shall be subject to periodic review by the Mayor and City Commission, with the first review period commencing on or about six (6) months from the Commencement Date of this Agreement, as set forth in subsection 4.1, and thereupon on or about a date every six (6) months thereafter throughout the Term hereof. The City Commission's

review shall be discretionary, and shall assure that the terms and conditions of the Agreement are being complied with and, particularly, that Contractors' performance pursuant to the Agreement does not adversely impact Contractors' performance as franchisees, including, without limitation, their fees, rate structure, costs (i.e. increases), in such a manner as to negatively impact their duties to "private" customers in the City (as set forth in the Franchise Agreements). In the event that the City Commission, in its sole reasonable discretion, determines that there has been such an adverse impact, it reserves the right to terminate this Agreement for convenience, pursuant to Section 20 hereof.

5. **DEFINITION OF TERMS**

5.1 Authorized Representative: The employee designated in writing by the City Manager to represent the City in the administration and supervision of this Agreement. The City Manager's Authorized Representative shall be the City's Sanitation Division Director, unless otherwise changed, in writing, by the City Manager.

5.2 City: City of Miami Beach, Florida, and its authorized representatives.

5.3 City Manager: The City Manager of the City of Miami Beach, Florida.

5.4 Construction and Demolition Debris: Discarded material generally considered not to be water-soluble or hazardous, including, without limitation, steel, concrete, glass, brick, asphalt roofing material, or lumber from a construction or demolition project. Commingling construction and demolition debris with any amount of other types of solid waste will cause it to be classified as other than construction and demolition debris.

5.5 Contractor(s): The person(s), firm(s), corporation(s), holding company(ies), organization(s), agency(ies), or other entity(ies) with whom the City has executed

this Agreement for performance of the work. All successors to Contractors are included in this definition.

5.6 Disposal Costs: The "tipping fees" charged to Contractors for disposal of the garbage and trash collected by Contractors.

5.7 Garbage: Every refuse accumulation of animal, fruit, vegetable or organic matter that attends the preparation, use, cooking and dealing in or storage of meats, fish, fowl, fruit or vegetables, and decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ-carrying insects.

5.8 Garbage Can or Container: A container which has been approved for use in the City by the City Manager, made of galvanized metal, durable plastic or other suitable material of a capacity not less than ten gallons but not to exceed 30 gallons for collection of solid waste awaiting pickup and disposal. Such can or container shall have two handles upon the sides thereof, or a bail, by which it may be lifted, and shall have a tightening solid top

5.9 Gross Receipts: As referred to herein, Gross Receipts shall mean the entire amount of the fees collected by the Contractors (whether wholly or partially collected) for solid waste collection and disposal within the City, but excluding any sales tax, or other tax, governmental imposition, assessment, charge or expense of any kind, collected by the Contractor from the account holder and required by law to be remitted to the taxing or other governmental authority, and further excluding fees from servicing rolloff and portable containers.

5.10 Industrial Wastes: Any solid waste generated by construction, land cleaning, excavating of structures, roads, streets, sidewalks or parkways, and including, without limitation, waste collected for recycling, and oil, grease, and petroleum.

5.11 Landfill: Any solid waste land disposal area for which a permit, other than a general permit, is required by Section 403.707, Florida Statutes, that receives solid waste for disposal in or upon land other than land-spreading site, injection well, or surface impoundment.

5.12 Loose Refuse: Any refuse, either garbage or trash, stored in and collected from any type of container other than a mechanical container or garbage can. Refuse which is collected from the ground is considered loose refuse.

5.13 Mechanical Container: Any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractors.

5.14 Market Share: The Market Share, as referenced herein, shall be determined by the Authorized Representative, in his sole and reasonable discretion, by taking the total amount of Gross Receipts for a particular Contractor and dividing it by the total amount of Gross Receipts for all Contractors collectively. The Market Share for each respective Contractor shall be calculated, by the City's Authorized Representative, on September 1 of each year during the Term of this Agreement.

5.15 Recyclable Materials: Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. Any recyclable material mixed with solid waste shall be considered to be solid waste.

5.16 Recycling: Any process by which recyclable materials are collected, separated, or processed to be reused or returned to use in the form of raw materials or products.

5.17 Recycling Container: A container approved by the city manager for collection of recyclable material by a recycling contractor.

5.18 Refuse: Both rubbish and garbage or a combination or mixture of rubbish and garbage, including paper, glass, metal, and other discarded matter, excluding recyclable materials.

5.19 Refuse Regulations: Regulations prescribed by the City together with such administrative rules, regulations, and procedures as may be established for the purpose of carrying out or making effective the provisions of the Agreement.

5.20 Remodeling and Home Repairs Trash: Materials accumulated during the course of a self-performed improvement project, prepared so as not to exceed five (5) feet in length or forty (40) pounds in weight.

5.21 Rolloff Container: A metal container, compacted or open, approved by the city manager or his designee, that is designed and used by rolloff contractors for the collection and disposal of construction and demolition debris; large quantities of trash; and/or bulky waste; but not garbage or commercial refuse.

5.22 Rubbish: Rubbish or trash means refuse accumulations of paper, excelsior, rags, wooden or paper boxes or containers, sweepings and all other accumulations of a nature other than garbage, which are usual to housekeeping and to the operation of stores, offices, and other places of business; and any bottles, cans or other containers, which, due to their ability to retain water, may serve as breeding places for mosquitoes or other water-breeding insects. Rubbish shall not include industrial waste.

5.23 Solid Waste: Solid waste includes bulky waste, commercial refuse, garden trash, tree and shrubbery, garbage, refuse, rubbish, special handling trash, trash, hazardous waste, biohazardous waste, industrial waste, residential refuse, white goods, or other discarded material, including solid, liquid, semisolid, or contained

gaseous material, resulting from domestic, industrial, commercial, mining, or agricultural operations.

5.24 Solid Waste Disposal Facility: Any solid waste management facility which is the final resting place for solid waste, including landfills and incineration facilities that produce ash from the process of incinerating municipal solid waste.

5.25 Special Handling Waste: Solid wastes that can require special handling and management, including, without limitation, white goods, furniture, mattresses, and other bulky items of household trash; oils; whole tires; lead-acid batteries; and hazardous and biohazardous wastes; but excluding special handling garden trash.

5.26 Special Handling Garden Trash: Accumulation of tree branches, tree limbs, parts of trees, bushes, and shrubbery over ten inches in diameter; which does not exceed four feet in length, and is too large to be containerized or bundled and tied.

5.27 Trash: Trash means the same as "rubbish."

5.28 Waste/Solid Waste: Solid waste includes bulky waste, commercial refuse, garden trash, tree and shrubbery, garbage, refuse, rubbish, special handling trash, trash, hazardous waste, biohazardous waste, industrial waste, residential refuse, white goods, or other discarded material, including solid, liquid, semisolid, or contained gaseous material, resulting from domestic, industrial, commercial, mining, or agricultural operations.

5.29 White Goods: Discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

5.30 Yard Trash – Regular: Vegetative matter resulting from yard and landscaping maintenance, including materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches not in excess of four (4) feet in

length and four (4) inches in diameter. Such trash shall be bundled or placed on containers which are susceptible to normal loading and collection as other residential solid waste. No bundle or filled container shall exceed fifty (50) pounds in weight.

5.31 Yard Trash – Bulk: Large cuttings of vegetative and wood matter which are part of normal yard maintenance which cannot be cut for placement in container, bag, of bundle due to the material exceeding the weight and size restrictions for regular yard trash. Bulk yard trash shall be of a type as to be readily handled by the mechanical equipment of Contractors and bulk yard material shall not exceed six (6) feet in length. Bulk yard trash does not include any form or matter or debris resulting from tree removal, land clearing, land development, building demolition, or home improvement. Home improvements as defined herein would include but not be limited to carpeting, cabinets, dry wall, lumber, paneling, and other such construction related materials. Carpeting will be picked up by Contractors if cut to length of six (6) feet or less and bundled. Bulk yard trash does not include automobiles, automotive components, boats, and internal combustion engines.

6. GENERAL PROVISIONS FOR SOLID WASTE COLLECTION/DISPOSAL PROGRAM, ROLLOFF WASTE CONTAINER PROGRAM, AND COLLECTION OF RECYCLABLE MATERIALS

6.1 THE PROVISIONS OF THIS SECTION SHALL APPLY TO THE SOLID WASTE COLLECTION/DISPOSAL PROGRAM, AS SET FORTH IN SECTION 7 OF THIS AGREEMENT; THE ROLLOFF WASTE CONTAINER PROGRAM, AS SET FORTH IN SECTION 8 OF THIS AGREEMENT; AND THE COLLECTION OF RECYCLABLE MATERIALS, AS SET FORTH IN SECTION 9 OF THIS AGREEMENT.

6.2 Contractors shall provide, at their own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks, and any other tools, equipment, accessories, and items necessary to maintain the standard of collections and disposal set forth herein.

6.3 Protection of Adjacent Property and Utilities: Contractors shall conduct all work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage incurred through their operations. Contractors shall take cognizance of all existing utilities and shall operate with due care in the vicinity of such utilities and shall immediately repair (or have repaired), at no cost to the City, any breakage or damage caused by their operations.

6.4 Spillage: Contractors shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection shall occur. In the event of any spillage caused by Contractors, clean-up of spillage shall occur within four (4) hours of notice by City to Contractors, and if the spillage is not picked up within four (4) hours, the City may, at its sole discretion, pick up the spillage and bill the responsible Contractor for the pick-up, which the responsible Contractor shall promptly pay. Notwithstanding the foregoing, Contractors may refuse to collect any solid waste or recyclable materials that have not been placed in a garbage can or container, or tied, or enclosed so that leaking, spilling, and blowing are prevented.

6.5 Receptacle: Contractors shall be required to pick up all garbage and rubbish, as contemplated herein (which has been properly prepared and stored for collection) as follows: all garbage, trash, and rubbish shall be placed in a garbage can or in such other plastic disposal bag and shall be placed at curbside on or at such other

single collection point as may be agreed upon by Contractors and the City. Non-containerized trash shall be collected provided that it does not exceed four (4) feet in length or fifty (50) pounds in weight for any piece or segment of such materials. All recyclable materials shall be placed in a recycling container at curbside on or at any such other single collection point as may be agreed upon by Contractors and the City.

6.6 Method of Collection: As to all collections contemplated by this Agreement, Contractors shall make collections with a minimum of noise and disturbance to the properties being serviced and/or the surrounding neighborhood(s). Any garbage, trash, or recyclable materials spilled by Contractors shall be picked up immediately by Contractors. Garbage receptacles and recycling containers shall be handled carefully by Contractors, shall not be bent or otherwise abused, and shall be thoroughly emptied and left at the proper collection point. Metal cans shall be replaced upright with covers securely and properly in place, or can be inverted with covers placed topside up on the ground next to the container. Plastic cans shall be inverted with covers placed topside up on the ground next to the container. Any receptacle found in a rack, cart, or enclosure of any kind shall be turned upright in such rack, cart, or enclosure, and lids shall be placed securely on top of said receptacles. In the event of damage caused by Contractors to garbage receptacles or recycling containers, other than normal wear and tear, Contractors shall be responsible for the timely repair or replacement of said receptacles or containers within seven (7) days of receipt of notice from the City.

6.7 Schedules and Routes: Contractors shall provide the City with schedules for all collection routes (including for servicing of rolloff containers) and keep such information current at all times. If any change in the collection routes occurs, then

the City shall be immediately notified in writing. All permanent changes in routes or schedules that alter the day of pickup are subject to approval of the City Manager or his designee. The City reserves the right to deny Contractors' vehicles access to certain streets, alleys, and rights of way within the City, en route to the disposal site, when it is in the interest of the City to do so because of the condition of the streets or bridges. The City shall not interrupt the regular schedule or quality of service because of a street closure of less than eight (8) hours in duration. The City shall notify Contractors of any street closures of longer duration, and arrangements for service will be made in a manner satisfactory to the City.

6.8 Force Majeure: Contractors' performance and/or work hereunder may be delayed or suspended at any time while, but only so long as, Contractor is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts, or any other cause beyond the reasonable control of Contractor; provided, however, that if the hindrance or prevention of performance exceeds a period of thirty (30) days, the City may, at its sole option and discretion, cancel or renegotiate this Agreement.

6.9 Collection Equipment: Contractors shall have on hand at all times sufficient equipment in good working order to permit Contractors to perform their duties hereunder fully, adequately, and efficiently (including servicing of rolloff containers). Garbage collection equipment and recycling collection equipment shall be kept clean, sanitary, neat in appearance, and in good repair at all times. Contractors shall at all times have available to them reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such

reserve equipment shall substantially correspond in size and capability to the equipment normally used by Contractors to perform their duties hereunder.

6.10 Quantities of Solid Waste and Recyclable Materials: Contractors represent and warrant that they have reviewed the City's collection records and understand that, at certain times during the year, the quantity of refuse and recyclable materials to be disposed of (including refuse in rolloff containers) is materially increased by the influx of visitors. Contractors agree that seasonal fluctuation will not be justification for Contractors to fail to maintain the required collection schedules and routes or to justify a rate increase.

6.11 Disposal at a Solid Waste Disposal Facility: Contractors hereby represent and warrant to the City that all solid waste collected by them under this Agreement (including rolloff containers) shall be disposed of only at a duly licensed and permitted solid waste disposal facility (as defined herein). The City reserves the right to approve or disapprove said facility. In the event Contractors relocate solid waste collected hereunder from an existing solid waste disposal facility to another, other than on a temporary basis, Contractors shall notify City in writing, within ten (10) days, and Contractors shall also, within said ten (10) day period, provide the City with the licenses and permits for said new facility.

7. SOLID WASTE COLLECTION/DISPOSAL PROGRAM

7.1 Contractors shall provide solid waste collection services to City facilities, parks, litter cans in the public right of way, and City-owned and/or other public property(ies) within the City limits of Miami Beach, and as more specifically set forth in Exhibit "A", attached and incorporated herein.

8. **ROLLOFF WASTE CONTAINER PROGRAM**

8.1 Contractors shall place and service rolloff containers, as specifically set forth in Exhibit "A" hereto. Prior to placing any rolloff container, Contractors shall obtain the required license(s) and permit(s) from the City Manager, as required pursuant to Chapter 90 of the Miami Beach City Code. A copy of the current permit application, as may be amended from time to time, is attached hereto and incorporated herein as Exhibit "B".

8.2 Frequency of Collection: Contractors shall service all rolloff containers, as provided in Exhibit "A" hereto.

9. **COLLECTION OF RECYCLABLE MATERIALS**

9.1 Scope of Work: Contractors shall provide recycling collection services to City facilities, parks, recycling containers in the public right of way, and City-owned and other public property(ies) within the City limits of Miami Beach, as specifically set forth in Exhibit "A" hereto.

9.2 Frequency of Collection: Contractors shall service all recycling containers as provided in Exhibit "A" hereto.

10. **CONTRACTORS' PERSONNEL**

10.1 Contractors' Officer(s): Contractors shall each assign a qualified person or persons to supervise the operations within the Collection Area. Contractors shall give the names of these persons to the City. Information regarding each person's experience and qualifications shall also be furnished. Supervisory personnel must be available for consultation with the City Manager or the City Manager's designee within a reasonable, practicable time, upon receiving notice of a request for such consultation. The supervisor(s) shall operate a vehicle which is radio equipped.

10.2 Conduct of Employees: Contractors shall see to it that their employees serve the public in a courteous, helpful and impartial manner. No trespassing by employees will be permitted nor crossing property of neighboring premises unless residents or owners of both such properties have given permission in writing. Care shall be taken to prevent damage to property including, without limitation, cans, carts, racks, trees, shrubs, flowers, and other plants. Each vehicle operator shall, at all times, carry a valid driver's license for the type of vehicle that is being driven. Contactors shall provide operation and safety training for all personnel.

10.3 Nondiscrimination: Contractors and the City agree that Contractors' compliance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, shall be a material term of this Agreement. Pursuant to the Human Rights Ordinance, Contractors shall not unlawfully discriminate against their employees, on the basis of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, or disability.

10.4 Employee Uniform Regulations: Contractors' employees shall wear a uniform or shirt bearing the company's name. Contractors shall furnish to each employee an identifying badge, not less than two and one-half (2 ½") inches in diameter, with numbers and letters at least one (1") inch high, uniform in type. Employees shall be required to wear such badges while on duty. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. Contractors shall keep a record of employees' names, numbers and route assignments in a manner to allow identification of employees at all times. Contractors shall provide a current employee list(s) to the City within twenty-four (24) hours of written notice from the City.

10.5 Compliance with State, Federal, County and City Law: Contractors shall comply with all applicable City (including, without limitation, Chapter 90 of the Miami Beach City Code, as amended from time to time), Miami-Dade County, State of Florida, and Federal laws, as may be now or hereinafter in effect.

10.6 Fair Labor Standards Act: Contractors are required and hereby agree, by execution of this Agreement, to pay all employees not less than the greater of the Federal or Florida minimum wage and to abide by other requirements, as established by the United States Congress in the Fair Labor Standards Act, as amended from time to time.

11. CONTRACTORS' OFFICE

Contractors shall each provide, at their expense, a suitable office located within, or in close proximity to, Miami-Dade County, open between 8:00 A.M. and 5:00 P.M., Monday through Friday, with a telephone number where complaints shall be received, recorded and handled during normal working hours of each week, and shall provide for prompt handling of emergency complaints and all other special calls in accordance with Section 14 hereof. The office shall include recording equipment for receipt and logging of off-hours calls.

Notification to City: Contractors shall notify the City, in writing, about complaint procedures, rates, and regulations.

12. CONTRACTORS' PERFORMANCE

Contractors' performance pursuant to this Agreement shall be supervised by the City Manager or the Authorized Representative. If at any time during the term of the Agreement, performance is considered unsatisfactory by the City Manager or the Authorized Representative, Contractors shall immediately take all steps necessary and implement such procedures as required to properly perform under the Agreement,

including, without limitation, increasing the workforce, tools, and equipment. The failure of the City Manager or the Authorized Representative to give such notification shall not relieve Contractors of their obligation to perform all work at the time and in the manner specified by the Agreement.

Contractors shall furnish the City Manager or the Authorized Representative with any information relating to the Agreement, in order for the City to ascertain whether or not the work, as performed, is in accordance with the requirements of the Agreement.

The City Manager may appoint qualified persons to inspect Contractors' operation and equipment at any reasonable time, and Contractors shall admit authorized representatives of the City to make such inspections at any reasonable time and place.

The failure of the City at any time to require performance by Contractors of any provision herein shall in no way affect the right of the City thereafter to enforce same, nor shall waiver by the City of any breach of provisions herein be taken as or held to be a waiver of any breach of such provision or as a waiver of any provision itself.

13. **COOPERATION/COORDINATION**

The City and its authorized representatives shall at all reasonable times be permitted free access to every reasonable facility for the inspection of all work, equipment and facilities of Contractors.

Contractors shall cooperate with authorized representatives of the City in every way in order to facilitate the quality and progress of the work contemplated under this Agreement. Contractors shall have at all times a competent and reliable English speaking representative on duty authorized to receive orders and to act for Contractors in case of their absence.

14. COMPLAINTS AND COMPLAINT RESOLUTION

14.1 Complaints: Contractors shall prepare (in accordance with a format approved by the City Manager or his Authorized Representative) and maintain a register of all complaints and indicate the disposition of each complaint. Complaints shall be identified and such record shall be available for City inspection at all times during business hours. The form shall indicate the date and time on which the complaint was received and the date and time on which it was resolved. All complaints shall be addressed within a 24 hour period, except when a complaint is received after 12:00 noon on the day preceding a holiday, or on a Saturday or Sunday, in which case the complaint shall be addressed on the next working day. Legitimacy of challenged complaints shall be determined on the basis of a joint inspection by the City Manager or the Authorized Representative and a representative of Contractor(s). Disputes shall be referred to the City Manager or his Authorized Representative, whose decision shall be final.

14.2 Dispute about Collection of Certain Items: It is recognized that disputes may arise between the City and Contractors with regard to the collection of certain items due to disputes over interpretation of language in this Agreement. The City Manager or his Authorized Representative may from time to time contact Contractors by telephone and/or facsimile to remove such items. Should Contractors fail to remove the items within twenty-four (24) hours from the time of notification, the City may remove such items, and all costs incurred by the City shall be reimbursed by Contractors. If the City determines that this Agreement does not require Contractors to collect and remove the disputed refuse, the Contractors shall be entitled to reimbursement.

15. **SUBCONTRACTORS/ASSIGNMENT**

Subcontracting or assignment of this Agreement will not be permitted, whether in whole or in part, without the prior written consent of the City Commission.

16. **INSURANCE AND INDEMNIFICATION**

16.1 Indemnification: Each Contractor hereunder agrees to indemnify and hold harmless the City of Miami Beach, and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of said Contractor, its employees, agents, sub-contractors, or any other person or entity acting under said Contractor's control, in connection with said Contractor's performance of work pursuant to this Agreement and, to that extent, said Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals.

Each Contractor's obligation under this Section shall not include the obligation to indemnify the City of Miami Beach and its officers, employees and agents, from and against any actions or claims which arise or are alleged to have arisen from negligent acts or omissions or other wrongful conduct of the City and its officers, employees and agents. The parties each agree to give the other party or parties prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party or parties.

16.2 Insurance Required:

(a) Each Contractor must maintain, throughout the Term of this Agreement, the following insurance coverage:

(1) Commercial general liability, in the amount of $1,000,000.00 per occurrence, for bodily injury and property damage. This policy must include coverage for contractual liability. The City of Miami Beach Florida must be named as an additional insured on this policy.

(2) Automobile liability, in the amount of $1,000,000.00 per occurrence, for bodily injury and property damage, covering all vehicles owned, leased or used by the Contractor within the limits of the City. The City of Miami Beach, Florida, must be named as an additional insured on this policy.

(3) Workers' compensation and employer's liability, as required under Florida law.

(b) All companies providing insurance shall be authorized to do business in the State of Florida and rated B+ or better by Best's Key Rating Guide, latest edition.

(c) No change or cancellation of this insurance shall be made without thirty (30) days' written notice to the City's Risk Manager.

(d) It is understood and agreed that all policies of insurance provided by the Contractor are primary coverage to any insurance or self-insurance the City possesses that may apply to a loss resulting from the work performed by Contractors pursuant to this Agreement.

(e) All policies issued to cover the insurance requirements under this subsection shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued pursuant to this section unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City's Risk Manager.

(f) As evidence of the above coverage, Contractors must provide original certificates of insurance to the City's Risk Manager, and these must be approved by the Risk Manager prior to commencement of services herein. Contractor must submit a new certificate evidencing continuing or replacement coverage prior to the expiration date of the insurance policies and must submit annually certified copies of the liability coverage herein.

(g) Any deviation from these requirements must be approved by the City's Risk Manager. The City reserves the right to increase the kinds and amounts of insurance coverage required if the City, in its sole discretion, deems such increase necessary to protect the City.

17. **DAMAGE TO OR DESTRUCTION OF EQUIPMENT**

If any item of equipment is damaged, destroyed, or stolen by an event which is covered by insurance, Contractors shall utilize the insurance proceeds to repair or replaces said equipment. If the insurance proceeds are insufficient or the equipment has been damaged or destroyed by an uninsured casualty, Contractors shall invest the additional funds needed to repair or replace the equipment.

18. **EVENTS OF DEFAULT BY CONTRACTORS**

Each of the following events or conditions shall constitute an event of default by a Contractor:

(a) Any material failure by such Contractor to perform or comply with terms and conditions of this Agreement, if said failure continues for thirty (30) days after written notice to such Contractor demanding that such failure be cured.

(b) Filing by or against such Contractor of a bankruptcy, receivership, assignment for the benefit of creditors, liquidation, dissolution, composition or reorganization petition, or other insolvency proceeding.

c) Any failure by such Contractor to perform, or any abandonment by such Contractor of, the work or services set forth in this Agreement for a period of seven (7) days or more, during the term of this Agreement.

d) Any finding by the City that any representations or warranties furnished by such Contractor in this Agreement are found to be false or misleading in any material respect when made.

e) Any breach of the Franchise Agreement.

19. **REMEDIES UPON DEFAULT BY CONTRACTORS**

In the event of default by a Contractor, the City may, without election of remedies:

a) Without recourse to legal process, immediately terminate the Agreement by delivery of a Notice declaring termination (which shall become effective upon receipt by such Contractor), whereupon such Contractor shall, at its sole cost, remove all equipment;

b) Exercise all remedies available at law or at equity or other appropriate proceedings including bringing an action or actions from time to time for

recovery of amounts due and owing to the City, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy, and/or for specific performance; and

c) Terminate such Contractor's Franchise Agreement pursuant to the provisions for termination of same, as provided in Chapter 90 of the City Code.

20. **TERMINATION FOR CONVENIENCE BY THE CITY**

THE CITY COMMISSION, IN ADDITION TO THE RIGHTS AND OPTIONS TO TERMINATE SET FORTH IN SECTION 19 OR IN ANY OTHER PROVISION SET FORTH IN THIS AGREEMENT, RETAINS THE RIGHT TO TERMINATE THIS AGREEMENT, IN WHOLE OR IN PART, AT ITS SOLE OPTION AND DISCRETION AT ANY TIME DURING THE TERM HEREIN, FOR CONVENIENCE, WITHOUT CAUSE, AND WITHOUT PENALTY.

Said termination for convenience shall become effective thirty (30) days following receipt by Contractors of a written termination notice. Contractors herein agree that upon termination for convenience there shall be no further liability to the City, nor shall the City have any further responsibilities or obligations to Contractors hereunder.

21. **GOVERNING LAW AND EXCLUSIVE VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, CITY AND CONTRACTORS EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY

MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.

22. **LIMITATION OF CITY'S LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's maximum liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $10,000.00. Contractors hereby express their willingness to enter into this Agreement with recovery from the City for any damage action for breach of contract to be limited to a maximum amount of $10,000.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractors hereby agree that the City shall not be liable to Contractors for damages in an amount in excess of $10,000.00 in any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statues.

23. **REPRESENTATIONS AND WARRANTIES OF CONTRACTORS.**

Each Contractor warrants and represents to the City that:

a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder.

b) Its execution, delivery, and performance of this Agreement has been duly authorized by, or is in accordance with, its organic instruments; this Agreement has been duly executed and delivered for it by the signatories

so authorized; and this Agreement constitutes its legal, valid and binding obligation upon each Contractor.

c) Its execution, delivery, and performance of this Agreement will not result in a breach of violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected.

d) It has not received any notice, nor to the best of its knowledge is there pending or threatening any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially or adversely affect its ability to perform hereunder.

e) It has, or will have, under its control as of the Commencement Date, all equipment, machinery, manpower, and as necessary, to perform under the Agreement.

24. **COMPLIANCE WITH LAW AND STANDARD PRACTICES**

Contractors shall perform their obligations hereunder in compliance with any and all applicable Federal, State, and local Miami-Dade County and City laws, rules, and regulations, in accordance with sound labor and safety practices, and in compliance with any and all rules of the City relative to the work. Contractors shall be responsible for obtaining any and all government permits, consents, and authorizations, as may be required, to perform their obligations hereunder, prior to the Commencement Date.

25. **TAXES, LIENS AND FEES**

At all times during the term of this Agreement, Contractors shall pay, on or before the due date, all taxes, fees, and assessments which may be levied upon them, their equipment, or their operations, including, without limitation, any commercial personal property taxes, sales taxes, and intangible taxes, and Contractors shall pay, on or before

the due date, any other charge of any character which they may incur or which may be imposed by any public authority as an incident to title to, ownership of, or operation of the equipment. In the event that any lien or encumbrance of any nature relating to any Contractor's equipment or the operation or maintenance thereof is filed upon the City, such Contractor shall have thirty (30) days from the date written notice by City to have such lien or encumbrance bonded off or discharged.

26. **NOTICES AND CHANGES OF ADDRESSES**

All "Notices" to be given by any party to another party shall be in writing and must be either delivered or mailed by registered or certified mail, return receipt requested, to the following addresses:

To City:

CITY OF MIAMI BEACH
CITY MANAGER'S OFFICE
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
ATTENTION: MARK TAXIS
ASSISTANT CITY MANAGER

WITH A COPY TO AUTHORIZED REPRESENTATIVE:

CITY OF MIAMI BEACH
SANITATION DIVISION
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
ATTENTION: ALBERTO ZAMORA
DIVISION DIRECTOR

To Contractors:

PROGRESSIVE WASTE SOLUTIONS OF FL, INC.
3840 NORTHWEST 37 COURT
MIAMI, FLORIDA 33142
ATTENTION: DAMIAN RIBAR
GENERAL MANAGER

SOUTHERN WASTE SYSTEMS, LLC
2380 COLLEGE AVENUE
DAVIE, FLORIDA 33317
ATTENTION:TONY BADALA
GENERAL MANAGER

WASTE MANAGEMENT INC. OF FLORIDA
2125 NORTHWEST 10 COURT
MIAMI, FLORIDA 33127
ATTENTION: JASON NEAL
GOVERNMENT AFFAIRS DIRECTOR

or such other addresses as a party may hereinafter designate by a Notice to the other parties. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered.

27. **NO WAIVER**

The failure of Contractors or the City to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of Contractors or the City.

28. **SEVERABILITY**

In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.

29. **ASSIGNMENT**

The selection of Contractors as the service providers under this Agreement is based upon each Contractor's respective experience, capability, and financial ability to perform the work. Contractors shall not assign, delegate or subcontract any of the rights or obligations under this Agreement without the prior written consent of the City Commission.

30. **COMPLETE AGREEMENT**

This Agreement, when executed, together with all exhibits attached hereto as provided for by this Agreement, shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. Upon execution of this Agreement, the prior Service Agreement, with

a Commencement Date of October 1, 2008, which was authorized by Resolution No. 2009-27020, and any amendments thereto, is hereby deemed terminated and shall be of no further force or effect, except as to those provisions under the prior Service Agreement, which were expressly intended to survive.

31. **FURTHER DOCUMENTS**

The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

32. **INDEPENDENT PARTIES**

Nothing contained in this Agreement shall be deemed or construed for any purpose to establish, between City and Contractors, a partnership or venture, a principal agent relationship, or any relationship other than property owner and independent contractors.

33. **TIME OF THE ESSENCE**

Time is of the essence with respect to each and every term and condition of this Agreement.

34. **FLORIDA PUBLIC RECORDS LAW**

Pursuant to Section 119.0701 of the Florida Statutes, if any contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), said Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to the City, at no cost to the City, all public records created, received,

maintained and/or directly related to the performance of this Agreement that are in possession of the Contractor upon termination of this Agreement. Upon termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

Contractor's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Contractor does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

ATTEST:

By: _____ 12/26/15
Rafael E. Granado
City Clerk

MIAMI BEACH INCORPORATED MARCH 26TH 1915

CITY OF MIAMI BEACH, FLORIDA

_____
Philip Levine
Mayor

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ 12-10-14
City Attorney Date

NK

FOR CONTRACTOR:

PROGRESSIVE WASTE SOLUTIONS OF FL, INC., a Delaware corporation authorized to conduct business in the State of Florida

ATTEST:

By:

Amy J. Hochberger
Asst. Secretary

Thomas J. Fowler
Vice President

FOR CONTRACTOR:

SOUTHERN WASTE SYSTEMS, LLC, a Florida limited liability company

By: Southern Waste Systems Holdings, LP, a Florida limited partnership, its Manager

By: Southern Waste Holdings Management, LLC, a Delaware limited liability company, the general partner of Southern Waste Systems Holdings, LP

ATTEST:

By:

Witness

Charles Gusmano
Manager for Southern Waste Holdings Management, LLC

John Casagrande
Print Name

VP Business Development
Print Title

FOR CONTRACTOR:

WASTE MANGEMENT INC. OF FLORIDA, a Florida corporation

ATTEST:

By: _____

Ronald Kaplan
Assistant Secretary

_____

Timothy Hawkins
President

EXHIBIT A

ADDITIONAL PUBLIC SERVICES TO BE PROVIDED

Throughout the Term of the Service Agreement, Contractors shall provide the City with the following additional services and public benefits.

1. Provide Municipal Solid Waste and Recycling Services as referenced (Municipal Solid Waste and Recycling pick up at City owned facilities). The service provided by each Contractor shall be determined by each Contractor's current Market Share.

2. Pick-up and disposal of all City owned litter cans in the public right of way and City parks. Contractors shall provide service seven (7) days a week; service is to be provided before 11AM. (Exceptions: litter cans located on or in Lincoln Road, Ocean Drive, Washington Ave. from 5th St to Lincoln Road, the beach walk, South Pointe Park, and Open Space Park. City crews shall service these litter cans.) The service provided by each Contractor shall be determined by each Contractor's current Market Share.

3. Pick-up and disposal of all City-owned recycling cans in the public right-of-way and City parks (services shall be provided two times per week). (Exceptions: Recycle cans located on or in Lincoln Road, Ocean Drive, Washington Ave. from 5th St to Lincoln Road, the beach walk, South Pointe Park, and Open Space Park. City crews shall service these Recycle cans.) The service provided by each Contractor shall be determined by each Contractor's current Market Share.

4. Contractors shall provide additional support for special events by collectively, in equal shares, providing the City with a total of fifteen (15) twenty-cubic-yard rolloff containers (five rolloff containers per Contractor per year), and one hundred (100) event boxes per Contractor per year. Event boxes are to be delivered to the Sanitation Division yard. Rolloff containers to be provided will be distributed equally amongst the Contractors.

5. On October 1st of each year during the Term of the Service Agreement, the Contractors shall collectively provide funding, in the amount of Thirty Thousand dollars ($30,000), to the City for two (2) hazardous material pickup events per year. These two events shall be managed by the City, at sites to be specified and approved by the City Manager. The proportionate amount due by each Contractor shall be determined by each Contractor's current Market Share.

6. On October 1st of each year during the Term of the Service Agreement, Contractors shall collectively provide the City with an annual cash contribution, which sum shall be equivalent to the latest and most current purchase price of twenty five (25) of the urban style recycling containers utilized by the City. The proportionate amount due by each Contractor shall be determined by each Contractor's respective current Market Share. (The actual price in 2013 was $1,200.00 per can.)

7. On October 1st of each year during the Term of the Service Agreement, the Contractors shall collectively provide funds, in the total sum of eight thousand dollars ($8,000.00), to the City for security services for the "Wasteful Weekend" event at each of the sites where the event is held in the City each month. The proportionate amount due by each Contractor shall be determined by their respective current Market Share. (The actual annual cost for 2013 was $8,000.00)

8. During the Term, each Contractor shall pay to the City one and one half percent (1.5%) of its Gross Receipts in the City, to be used by the City to establish a fund for implementation of sustainable initiatives in the City of Miami Beach (which initiatives shall be as approved by the City Commission, in its sole and reasonable discretion). This contribution will be payable and due at the time of, and in conjunction with, Contractors' franchise fee payments to the City.

9. On October 1st of each year during the Term, the Contractors shall pay to the City, collectively, in equal shares, the sum of $75,000 ($25,000.00 per Contractor) per year, to support educational programs in the City. The City Commission, in its sole and reasonable discretion, shall determine the time, place, and manner of such programs.

10. On October 1st of each year during the Term, the Contractors shall collectively pay to the City the amount of $400,000. The proportionate amount due by each Contractor shall be determined by each Contractor's current Market Share. These funds will be used to offset costs incurred by the Sanitation Division's efforts to eradicate illegal dumping.

11. On October 1st of each year during the Term, the Contractors collectively, in equal shares, shall pay to the City the sum of twenty five thousand dollars ($25,000) per year ($8,333.34 per Contractor), to support environmental programs in the City. The City Commission, in its sole and reasonable discretion, shall determine the time, place, and manner of such programs.

In-Kind Service

Facility	Location	#	Container Description	Freq	Service Provider
555 Bldg	555 17th St.	2	90 gal RCT	1 times/wk	PWS
555 Bldg	555 17th St.	2	90 gal totes	5 times/wk	PWS
Bass Museum	2121 Park Ave.	3	90 gal totes	7 times/wk	PWS
Bass Museum	2121 Park Ave.	2	6yd can	7 times/wk	PWS
Bass Museum	2121 Park Ave.	2	90 gal RCT	2 times/wk	PWS
Botanical Garden	2000 Convention Ctr. Dr.	1	95 gal RCT	1 time/wk	PWS
CIP	777 17th St.	3	90gal RCT	1 time/wk	WM
City Hall	1700 Convention Ctr. Dr.	1	4yd can	5 times/wk	PWS
City Hall	1700 Convention Ctr. Dr.	1	2yd can	1 times/wk	WM
City Hall	1700 Convention Ctr. Dr.	10	.5 gal RCT	2 times/wk	WM
Fire Station #1	1051 Jefferson Ave.	4	95 gal totes	MWF	PWS
Fire Station #1	1051 Jefferson Ave.	1	90 gal RCT	1 time/wk	PWS
Fire Station #2	2300 Pine Tree Dr.	2	90 gal RCT	1 time/wk	PWS
Fire Station #2	2300 Pine Tree Dr.	1	4yd RCT	1 time/wk	WM
Fire Station #2	2300 Pine Tree Dr.	1	4yd can	1 time/wk	WM
Fire Station #2	2300 Pine Tree Dr.	5	95 gal totes	MWF	PWS
Fire Station #3	5303 Collins Ave.	4	95 gal totes	MWF	PWS
Fire Station #3	5303 Collins Ave.		Recycling	TBD	
Fire Station #3	5303 Collins Ave.	1	90 gal totes	1 time/wk	PWS
Fire Station #4	6860 Indian Creek Dr.	2	95 gal totes	MWF	PWS
Fire Station #4	6860 Indian Creek Dr.		Recycling	TBD	
Flamingo Park	999 11th St.		Recycling	TBD	WM
Garden Ctr. Conserv	2000 Convention Ctr. Dr.	1	1yd can	5 times/wk	PWS
Green Waste Facility	2800 Meridian Ave.	1	20yd rolloff	6 times/wk	PWS
Green Waste Facility	2800 Meridian Ave.	2	20yd rolloff	3 times/wk	PWS
Log Cabin	8128 Collins Ave.	1	2yd can	5 times/wk	WM
MB Golf Course	2301 Alton Rd.	1	6yd can	7 times/wk	WM
MB Golf Course	2301 Alton Rd.	4	90gal RCT	2 times/wk	PWS
MB Ocean Rescue	7940 Collins Ave.	4	95 gal totes	MWF	PWS
MPMP Garage Struct	Back of City Hall	4	90 gal	1 time/wk	PWS
N. Shore Open Space Park	73rd & Collins Ave. (350 73rd St.	1	2yd can	6 times/wk	WM
N. Shore Tennis Ctr.	73rd St. & Harding Ave.	1	3yd can	6 times/wk	WM
N. Shore Tennis Ctr.	73rd St. & Harding Ave.	4	90 gal totes	5 times/wk	PWS
N. Shore Tennis Ctr.	73rd St. & Harding Ave.		Recycling	TBD	WM
Open Space	79th St & Collins Ave	2	6yd can	7 times/wk	WM
Normandy Shore Golf	2401 Biarritz Dr.	1	20yd rolloff	3 times/wk	WM
Ocean & 10th St.	10th & Ocean Dr. Hard pack	1	30yd rolloff	7 times/wk	PWS
Old City Hall	1130 Washington Ave.	2	90 gal RCT	1 time/wk	WM
Old City Hall	1130 Washington Ave.		Bags	5 times/wk	WM
PAL	999 11th St.		Recycling	TBD	
Parking Dept	1833-37 Bay Rd.	1	20yd rolloff	On Call	PWS
Parking Garage	7th St. & Collins Ave.	4	90gal totes	7 times/wk	PWS

Parking Garage	17th St. & Penn Ave (640 17th St.)	1	8yd can	7 times/wk	WM
Parks Division	2100 Meridian Ave.	1	6yd can	5 times/wk	WM
Parks Division	2100 Meridian Ave.	1	30yd rolloff	3 times/wk	PWS
21St St. Rec. Ctr.	2100 Washington Ave.	2	90gal RCT	1 time/wk	PWS
21st St. Rec. Ctr.	2100 Washington Ave.	4	90 gal totes	5 times/wk	PWS
Police Station	1100 Washington Ave.	7	.5 totes	7 times/wk	WSI
Police Station	1100 Washington Ave.	4	.5 gal RCT	2 times/wk	PWS
Police Station	7030 Trouville Esplanade	1	2yd can	3 times/wk	PWS
PD N. Sub-Station	6840 Indian Creek Dr.	1	95 gal RCT	1 time/wk	PWS
PD N. Sub-Station	6840 Indian Creek Dr.	1	2yd can	4 times/wk	WM
Property Mgmt	1245 Michigan Ave.	1	2yd can	5 times/wk	WM
Property Mgmt	1245-55 Michigan Ave.	1	4yd can	5 times/wk	WM
Property Mgmt	1245 Michigan Ave.	1	20yd rolloff	On Call	PWS
Property Mgmt	1245 Michigan Ave.	2	.5 gal RCT	2 times/wk	WSI
Public Works Yard	451 Dade Blvd	1	4yd can	5 times/wk	WM
Public Works Yard	451 Dade Blvd	1	30yd rolloff	1 time/wk & on call as needed	WM
Public Works Yard	451 Dade Blvd		Recycling	TBD	
Sanitation Yard	140 MacArthur Causeway	1	20yd rolloff	3 times/wk	PWS
Sanitation Yard	140 MacArthur Causeway	1	4yd can	5 times/wk	PWS
Sanitation Yard	140 MacArthur Causeway	4	90 gal RCT	1 time/wk	PWS
S. Shore Comm Ctr.	833 6th St.	1	4yd can	MWFS	WM
Stash Site	7986 Collins Ave.	1	6yd can	7 times/wk	WM
Wasteful Weekend	75th St. & Dickens Ave.	1	20yd rolloff	1 mo	WM
Wasteful Weekend	6th St. & Meridian Ave.	2	20yd rolloff	1 mo	PWS
Youth Ctr. N. Shore	2700 Sheridan Ave.	1	4yd can	5 times/wk	WM
Youth Ctr. N. Shore	2700 Sheridan Ave.	6	90 gal RCT	2 times/wk	WM
ECOMB	201 2nd St.	2	90gal RCT	Monday	WM
Flamingo Tennis Ctr	1245 Michigan Ave.	2	90gal RCT	Monday	WM
1755 Meridian Ave.	1755 Meridian Ave.	1	4yd can	5 times/wk	PWS
1755 Meridian Ave.	1755 Meridian Ave.	4	90 gal RCT	2 times/wk	WM

Litter Can Routes City Wide

Area	Direction	#	Container Description	Freq	Service Provider
North Beach	63rd Street to City Limits	196	Litter Cans	7 times/wk	PWS
Mid Beach	Dade Blvd to 63rd St.	218	Litter Cans	7 times/wk	PWS
South Beach	S. Point to Dade Blvd.	521	Litter Cans	7 times/wk	WM

Service Providers: PWS = Progressive Waste Solutions
SWS = Southern Waste Systems
WM = Waste Management

RCT = Recycling Totes

EXHIBIT
tabbies
B

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PUBLIC WORKS Sanitation Division
Tel: 305-673-7616 , Fax: 305-673-7627

PERMIT APPLICATION FOR PRIVATE GARBAGE & RECYCLING COLLECTION

DATE _____

LOCATION :_____ OCCUPATIONAL LICENSE _____

NAME OF BUILDING:_____

TYPE OF BUILDING: APTS._____ #_____ / HOTEL_____ # OF ROOMS _____

COMMERCIAL: _____ SQ.FT _____ / RESTAURANT _____ # OF CHAIRS _____

OWNER/AGENT/MANAGER: _____PHONE _____

ADDRESS: _____

CONTRACTOR: _____ LICENSE # RL_____

ADDRESS: _____ PHONE _____

GARBAGE SERVICE: _____C.YDS. EXACT LOCATION: _____

_____ TIMES PER WEEK. / DAYS OF WEEK ___ ___ ___ ___ ___ ___ ___

S M T W TH F SA

RECYCLING SERVICE: _____C.YDS. EXACT LOCATION: _____

_____ TIMES PER WEEK. / DAYS OF WEEK ___ ___ ___ ___ ___ ___ ___

S M T W TH F SA

TERMS AND CONDITIONS FOR PRIVATE GARBAGE COLLECTION PER CHAPTER 90 OF THE CODE OF THE CITY OF MIAMI BEACH

A permit for Private Garbage & Recycling Collections will be issued after the provisions of Chapter 90 of the Code of the City of Miami Beach, Dade County, Florida have been complied and after verification of no outstanding debts with the Billing Division of the City of Miami Beach, Florida. The City of Miami Beach reserves the right to continue the Billing for Waste Service until the permit is issued.

Dumpster(s) shall be placed and kept on the location approved by the office of the Sanitation Director who will forward to the applicants, all the information regarding this application.

The Contractor shall not deliver and place dumpster(s) for service prior to the issuance of such permit per Section 90-193 of the Code of the City of Miami Beach, Florida.

Any change in the container's location or service requires the submission of a new Private Garbage or Recycling Permit Application.

NOTE: Persons or firms who violate the above provisions shall be subject to penalties and may be fined.

WE HEREBY AGREE to all the above terms under this application.

_____ APPLICANT

_____ HAULER

_____ PRINT NAME

_____ PRINT NAME