



4-A)

DEPARTMENTAL CORRESPONDENCE

TO: Jim O'Connor, City Manager
DEPT: City Manager

FROM: Monte K. Falls, PE, Director
DEPT: Public Works *MK Falls 12/7/12*

DATE: December 7, 2012

RE: **Solid Waste Franchise Agreement**

Recommendation:

- Place this item on the agenda of the January 8, 2013 City Council meeting;
- Renew the solid waste franchise agreement with Waste Pro of Florida Inc.

Funding:

No funding is required for this item.

Background:

The City of Vero Beach allows private sanitation service providers to offer roll-off container service within the city limits via non-exclusive franchise agreements (Section 66.14 of the municipal code). To date we have granted fifteen franchises.

On November 26, 2012, we sent a notice to Waste Pro advising them that their franchise agreement was set to expire on December 4, 2012. As a result of that notice Waste Pro has requested to renew their franchise agreement.

Upon Council's approval we will obtain the required insurance certificate and issue the franchise agreement.

Cc: Wayne Coment, City Attorney
Cynthia Lawson, Finance Director
Russell Mackie, Waste Pro of FL Inc.

Attachment

MKF/mb

RESOLUTION NO. 2013 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, GRANTING A NON-EXCLUSIVE FRANCHISE TO WASTE PRO OF FLORIDA, INC. TO PROVIDE ROLL-OFF CONTAINER SOLID WASTE COLLECTION AND DISPOSAL SERVICES WITHIN THE CITY OF VERO BEACH ; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a fundamental purpose of municipal government is to promote, protect, and improve the health, safety, and general welfare of the of the public; and

WHEREAS, in furtherance of such purpose, the City Council has adopted a policy, codified in section 66-3 of the Code of the City of Vero Beach, designed to enhance the beauty and quality of the environment, conserve and recycle natural resources, prevent the spread of disease and the creation of nuisances, and protect the health, safety, and general welfare of the public through the administration and regulation of a solid waste management program; and

WHEREAS, the administration of such solid waste management program includes the granting of non-exclusive franchises from time to time for private companies to provide roll-off container solid waste collection and disposal services within the City; and

WHEREAS, Waste Pro of Florida, Inc., having previously been granted such a franchise that is subject to expiration, desires to renew the franchise and continue providing such services within the City,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, THAT:

1. In accordance with section 66-14 of the Code of the City of Vero Beach, the City Council hereby grants a non-exclusive franchise to Waste Pro of Florida, Inc. to

provide roll-off container solid waste collection and disposal services within the City pursuant to the Franchise Agreement attached and incorporated herein as "Exhibit A" and hereby authorizes the Mayor to execute said Franchise Agreement on behalf of the City of Vero Beach.

2 This Resolution shall become effective upon adoption by the City Council.

This Resolution was heard on the _____ day of _____ 2013 at which time it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted by the following vote:

Mayor A. Craig Fletcher _____
Vice Mayor Tracy M. Carroll _____
Councilmember Pilar E. Turner _____
Councilmember Jay Kramer _____
Councilmember Richard G. Winger _____

ATTEST:

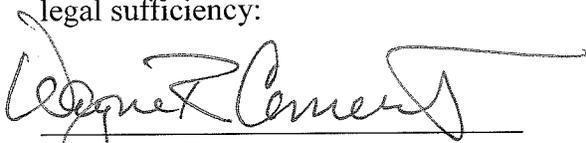
CITY OF VERO BEACH, FLORIDA

Tammy K. Vock
City Clerk

By: _____
A. Craig Fletcher
Mayor

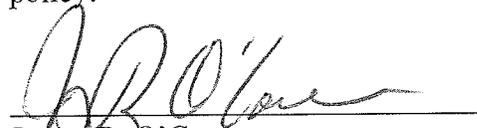
[SEAL]

Approved as to form and legal sufficiency:



Wayne R. Coment
City Attorney

Approved as conforming to municipal policy:



James R. O'Connor
City Manager

DEC 07 2012

RECEIVED

ORIGINAL

EXHIBIT "A"
FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is hereby made and entered into this _____ day of _____, 20____, by and between the City of Vero Beach, Florida, a municipal corporation organized under the laws of the State of Florida ("City"); and Waste Pro of Florida Inc. Florida Corporation
(full legal name of services provider) (i.e.: corporation; partnership; LLC; etc., and state)
 whose business address is 4100 Selvitz Rd., Ft. Pierce, FL 34981. ("Franchisee").

WITNESSETH:

For and in consideration of the granting to Franchisee of a non-exclusive franchise to provide roll-off container solid waste collection and disposal services within the City of Vero Beach, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Franchisee mutually agree and promise as follows:

SECTION I. GRANT OF FRANCHISE AND TERM.

- (A) Grant of Non-Exclusive Franchise. Pursuant to Section 66-14 of the Code of Ordinances of the City of Vero Beach, the City hereby grants a non-exclusive right, privilege and franchise to Franchisee to provide roll-off container solid waste collection and disposal services from property located within the corporate limits of the City of Vero Beach, Florida ("Franchise Area") in accordance with the terms of this Agreement, and the laws of the City of Vero Beach, Indian River County, the State of Florida and the United States of America.
- (B) Term. The term of this Agreement shall be for a period of five (5) years, beginning on the date this Agreement is executed by the City Council of the City of Vero Beach.

SECTION II. DEFINITIONS.

- (A) General. To the extent that any definition contained herein conflicts with any similar definition contained in any federal, state, or local law, the definition contained herein shall prevail. However, nothing contained herein shall be interpreted to require the Franchisee to undertake any conduct that is prohibited by Applicable Law. Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neutral forms and the singular shall include the plural and vice versa.

- (B) "Applicable Law" shall mean any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued enforced or amended by a governmental body during the term of this Agreement, and relate in any manner to the performance of the City or Franchisee under this agreement.
- (C) "Collect and Collection" shall mean the process whereby solid waste is picked up and removed from the location where it is generated, and then transported to a state-approved landfill, transfer station, materials recycling facility or other disposal or processing facility.
- (D) "Container," see "Roll-off Container" below.
- (E) "De Minimus Amount" shall mean the amount of solid waste that lawfully may be included in a container of recovered materials or construction or demolition debris. A de minimus amount of solid waste is 10%, by volume or weight, whichever is more restrictive, as determined by measurement or visual inspection by the Director.
- (F) "Director" shall mean the Director of Public Works of the City of Vero Beach, or the Director's designee. Also referred to as the Director of Solid Waste Management, or Solid Waste Management Director.
- (G) "Franchise Area" shall mean all property located within the corporate limits of the City of Vero Beach.
- (H) "Roll-off Container" shall mean either open-top/scow-type container capable of accepting bulk construction or other non-putrescible materials; or enclosed containers, such as the kind used with compaction devices, of ten (10) cubic yards capacity or larger. A roll-off container must be capable of being serviced by mechanical equipment.
- (I) "Solid Waste" shall include garbage, yard trash, refuse, debris, special waste, ash, sludge, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, commercial, industrial, mining, agricultural, or governmental operations.

SECTION III. FRANCHISEE'S AUTHORITY; GENERAL PERFORMANCE AND OBLIGATIONS OF FRANCHISEE.

- (A) Authorized independent collector. The Franchisee is hereby authorized to provide roll-off container solid waste collection and disposal service within the city limits of the City of Vero Beach, Florida. The Franchisee shall be an independent collector and shall provide, at its own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and

things necessary to maintain the standard of collection and disposal set forth herein and in Ordinance No. 2003-32.

- (B) Protection of Adjacent Property and Utilities. The Franchisee shall conduct its work with due care and in such a manner as to avoid damage to adjacent private or public property, including utilities, and shall immediately repair or pay for any damage incurred through its operations.
- (C) Spillage. The Franchisee shall not litter or cause any spillage to occur upon the premises wherein the collection shall occur or on any rights of way or public property. During hauling, all solid waste shall be contained, tied, covered, or enclosed so that leaking, spilling or blowing of waste are prevented. The Franchisee shall promptly clean up all spillage. It shall be the responsibility of the Franchisee to make sure that the size of container and frequency of collection is adequate for the amount of waste material deposited in the container.
- (D) Disposal Site. The Franchisee shall dispose of waste only at landfills approved by the appropriate local, state and federal governmental agencies. The City reserves the right to approve or disapprove sites, taking into account costs, routes within the City and the rules and regulations of the governmental body having jurisdiction over said sites or facilities.
- (E) Office. The Franchisee shall establish and maintain an office. The Franchisee shall maintain sufficient telephones with local telephone numbers where service inquiries and complaints can be received by the Franchisee. The Franchisee's office shall be staffed with trained, responsible persons on duty during collection hours. The Franchisee shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. The Franchisee also shall develop a system, subject to the Director's approval, for receiving emergency calls from the public at anytime, and for communicating with the City regarding emergency matters.
- (F) Complaints. All complaints shall be resolved by the Franchisee.
- (G) Permits and Licenses. The Franchisee shall obtain, at its sole expense, any and all permits and licenses required by applicable law in connection with this agreement, and Franchisee shall maintain the same in full force and effect throughout the term of this agreement. Any revocation of Franchisee's licenses or permits shall be reported to the City within three (3) calendar days.
- (H) Unauthorized Collectors. The Franchisee agrees to defend the City in the protection of the right of the Franchisee to protect against encroachment by unauthorized collectors within the service area.
- (I) Hours. No collection activities shall begin before 6:00 a.m. or continue later than 7:00 p.m. All collections shall be made as quietly as possible with a minimum of noise

and disturbance to the customers and the public. The Franchisee shall modify its collection schedule upon request of the City.

- (J) Title to Waste. Title to all waste shall be vested in the Franchisee upon being loaded for transport in containers as defined herein.
- (K) Prohibitions on biological, biomedical and hazardous waste. The Franchisee shall not collect biological, biomedical, or hazardous waste of any kind. Franchisee shall not collect any solid waste that the Franchisee reasonably believes is biological, biomedical, or hazardous waste. The Franchisee shall immediately notify the Director if any customer, person or entity delivers or attempts to deliver such material to the Franchisee, or places such waste in any container of Franchisee. The City shall have the right to inspect the solid waste collected by the Franchisee at any time.

SECTION IV. VEHICLES AND EQUIPMENT.

- (A) Vehicles and equipment. Franchisee shall provide an adequate number of vehicles and equipment, approved by the City, for collection services and back up in the event of any breakdowns. Equipment shall be kept in good repair, appearance, and in a safe and sanitary condition at all times. Vehicles used by the Franchisee in the performance of this Agreement shall be clearly identified on each side with the Franchisee's name and local telephone number.
- (B) Location of containers. Collection containers or receptacles shall be placed at locations that are mutually acceptable to the Franchisee and the customer, and in compliance with the City's land-use ordinances. Containers shall be located on private property. City property may be used for the siting of containers only with the written approval by City. If a dispute should arise between a customer and the Franchisee regarding the location of the collection site, the parties shall consult with the Director who will then designate the location.

SECTION V. FRANCHISEE PERSONNEL.

The Franchisee shall assign a qualified person or persons to be in charge of the Franchisee's operations in the City. The Franchisee shall provide the City with a written list containing the names and telephone numbers, including emergency telephone numbers, of the Franchisee's operations manager and other key personnel.

- (A) All of the Franchisee's employees shall be properly trained and qualified to perform the tasks assigned to them. The Franchisee shall provide routine training in operating and safety procedures.
- (B) Each driver of the Franchisee's vehicles shall at all times carry a valid Florida driver's license for the type of vehicle that is being driven.

- (C) The Franchisee's employees shall treat all customers in a polite and courteous manner. All personnel of Franchisee shall refrain from belligerent behavior and profanity. The Franchisee shall promptly take appropriate action to correct and such behavior or language.
- (D) Franchise personnel shall not request tips or payment of any kind from customers. Invoices for services rendered by the Franchisee shall be sent to the customer at an agreed upon billing address.
- (E) No person shall be denied employment by the Franchisee for reasons of race, creed or religion. The Franchisee shall comply with all applicable laws relating to wages, hours, overtime, disability and all other matters relating to the employment and protection of employees, now or hereafter in effect.

SECTION VI. COLLECTION CONTRACTS.

- (A) Franchisee may contract to provide services with any person, organization, firm or entity ("entities") within the City if such entities have requested the service.
- (B) Franchisee agrees to provide the Solid Waste Division with the location of its containers and the names, addresses, and number of pick-ups made.
- (C) If the Director orders removal of a container and the subject container remains in service more than forty-eight (48) hours after telephone or written notice by the City to the Franchisee to remove the container; then, in either or both cases, the Franchisee shall pay the City fifty dollars (\$50.00), per day, until the container is removed.

SECTION VII. SOURCE SEPARATION.

Source separation is encouraged.

SECTION VIII. RATES; BILLING.

- (A) Rates. The collection service rates may be negotiated between the Franchisee and the customer.
- (B) Billing. Billing for collection services and collection of amounts due Franchisee shall be the sole responsibility of the Franchisee.

SECTION IX. FRANCHISE FEE.

- (A) The Franchisee shall pay to the City a franchise fee equal to six percent (6%) of Franchisee's monthly gross receipts attributable to services provided under this Agreement. This franchise fee payment shall be made on or before the fifteenth (15th) day of each month for all service fees collected by the Franchisee during the immediately preceding month.

- (B) The leasing or sale of compactors is not intended to be regulated by this Franchise Agreement. The leasing or sale of compactors is not subject to Franchise Fees. Collection and disposal services from compactors, however, shall be subject to Franchise Fees and shall be considered roll-off container solid waste collection and disposal service for purposes of this Agreement.

SECTION X. BOOKS, RECORDS, REPORTS; PUBLIC RECORDS.

- (A) Franchise records. The Franchisee shall keep records of wastes collected and charges therefore. The City shall have the right to review those records, which in any way pertain to the payments due it as well as the billing of all customers by the Franchisee during this Agreement. During the term of this Agreement, the Franchisee shall make its City franchise records and related materials (including, but not limited to, dump tickets, customer invoices, transaction files) available to the City at all reasonable times. Failure to furnish the City with the requested materials or to maintain complete and accurate City franchise and all other related books and records, or to make such books and records available to the City, shall be considered material breach of this Agreement, and the City shall be entitled to terminate this franchise and to collect any damages resulting therefrom. Franchisee must keep all franchise and other related books and records on file for not less than three (3) years from the date of termination of the franchise, by either party, or the termination of the franchise term, whichever is later.
- (B) Annual Report. Beginning at the fiscal year-end after this Agreement is signed by both City and Franchisee, the Franchisee shall furnish the Director with an original and one copy of an annual report on or before the forty-fifth (45th) day following the Franchisee's fiscal year-end. The report date shall be submitted to the Director on the date of the Franchisee's acceptance of this Agreement. The report shall include an income statement showing the gross revenue received by the Franchisee from the collection of solid waste materials and other services provided by the Franchisee under this agreement. The report shall provide all information needed by the City to comply with the reporting requirements established by state and federal law.
- (C) Public Records. The Franchisee shall allow public access to all documents, papers, letters, and other material that is subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Franchisee in conjunction with this Agreement. The Franchisee shall immediately inform City of any and all public records requests made to Franchisee and coordinate with City the Franchisee's compliance with such request.

SECTION XI. COMPLIANCE WITH LAWS.

The Franchisee and its employees shall observe and comply with all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, orders and mandatory guidelines that may pertain or apply to the services rendered hereto.

SECTION XII. INDEMNITY.

The Franchisee shall indemnify and hold harmless City, its departments, elected officials, officers, employees and agents, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees and costs through trial and appeal, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Franchisee, and/or persons and entities employed or utilized by Franchisee, in the performance of or arising out of this Agreement, or arising out of the violation of any law or regulation by Franchisee or persons or entities employed or utilized by Franchisee. Should the City be sued therefrom, the Franchisee shall be notified of and have the duty to defend such suits; provided, however, that the City has the sole option to defend such suits itself, or to hire independent counsel, and thereafter to tax all such defense costs and fees to the Franchisee. The Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees.

SECTION XIII. INSURANCE.

(A) General

Before starting and until acceptance of the work by the City, the Contractor shall procure and maintain insurance of the types and to the limits specified below.

The contractor shall require each of his subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified below. It shall be the responsibility of the contractor to ensure that all his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. The City reserves the right to request proof of subcontractor's insurance from the contractor.

(B) Coverage

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

- (1) **Workers' Compensation** - Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. Companies with three (3) or fewer employees shall be required to have workers' compensation coverage meeting the minimum requirements of this section. In addition, the policy must include:
 - (a) Employer's Liability with a limit of \$100,000 each accident and disease.

- (b) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.
 - (c) If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.
- (2) **Commercial General Liability** - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include:
- (a) Minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - (b) Premises and Operations.
 - (c) Independent Contractors.
 - (d) Products and Completed Operations - Contractors shall maintain in force until at least three years after completion of all services required under the contract, coverage for products and completed operations, including Broad Form Property Damage.
 - (e) Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
 - (f) Additional Insured - The City is to be specifically included as an additional insured for the liability of the City resulting from operations performed by or on behalf of the Contractor in performance of this Contract and for liability of the City for acts or omissions of the City in connection with the general supervision of such operations. Contractor's insurance including that applicable to the City as an additional insured shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute with contractor's insurance. Contractor's insurance shall contain a severability of interest provision, providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.
 - (g) Notice of cancellation and/or Restriction - The policy must be endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.
 - (h) Coverage on an occurrence basis.

- (3) **Business Auto Policy** - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:
- (a) Minimum Limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - (b) Owned Vehicles.
 - (c) Hired and Non-Owned Vehicles.
 - (d) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.
 - (e) Additional Insured - The City is to be specifically included as an additional insured. Contractor's insurance including that applicable to the City as an additional insured shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute with Contractor's insurance. Contractor's insurance shall contain a severability of interest provision, providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Named Insured in the same manner as if separate policies had been issued to each.

(C) Certificates of Insurance

Certificates of insurance evidencing the insurance coverage specified in the previous paragraphs shall be filed with the City before operations are begun. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this contract and section and the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this contract.

If the initial insurance expires prior to the completion of the work, renewal certificates of insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

SECTION XIV. DEFAULT; TERMINATION; REMEDIES.

- (A) **Default.** In the event that the Franchisee defaults in the performance of any obligations to be performed by it hereunder or fails to comply with federal, state and local laws, regulations, ordinances or resolutions, the City may, in its sole discretion, after thirty (30) days written notice to the Franchisee, terminate this Agreement.

- (B) Date of termination for default. Termination shall be effective upon the date specified in City's written notice to Franchisee and upon such date this Agreement shall be deemed immediately terminated and upon such termination all liability of the City under this Agreement shall cease. The Franchisee shall reimburse the City for all direct and indirect costs of providing interim collection service.
- (C) Remedies. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the City, at law or in equity. The prevailing party in any litigation arising hereunder shall reimburse the other party for its costs and attorney's fees resulting from such litigation, through trial and appeal.

SECTION XV. GENERAL PROVISIONS.

- (A) Survival. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by Franchisee shall survive the termination or expirations of this Agreement.
- (B) Waiver. The failure of the City at any time to require performance by the Franchisee of any provision hereof shall in no way affect the right of the City thereafter to enforce the same. No waiver by the City of any breach of any provision hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- (C) Governing law and venue. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Florida. The venue for any and all legal action necessary to interpret or enforce this Agreement shall be in Indian River County, Florida.
- (D) Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being deemed void, at the option of the City, should a provision which is of the essence of the Agreement, at the option of the City, be determined to be void.
- (E) Modification of the Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and supercedes all prior and contemporaneous agreements and understandings, representations and warranties, matters, whether oral or written, relating to such matters and this Agreement shall not

be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an Amendment executed by both parties.

- (F) Independence of parties. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Franchisee as the agent, representative, or employee of the City for any purpose whatsoever. The Franchisee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.
- (G) Resolution of disputes. Any and all disputes or disagreements arising out of this Agreement shall be subject to the decision of the Director, with the right of the Franchisee to appeal pursuant to Section 2-202 of the Code of Ordinances of the City of Vero Beach.
- (H) Representations of the Franchisee. The Franchisee represents that: (a) it is a corporation duly organized under the laws of the State of Florida; (b) this Agreement has been duly authorized, executed, and delivered in the State of Florida; and (c) it has the required power and authority to perform this Agreement.
- (I) Notices. All dealings, contacts, notices, and payments between the Franchisee and the City shall be directed by the Franchisee to the Director and by the City to the Franchisee's Project Manager, each of whom shall be designated and identified to the other party, in writing, upon execution of this Agreement. Any notice, demand, communication, or request required or permitted under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to the City:

Name: Monte K. Falls, P.E.
Title: Director, Public Works
Street Address: 3405 Airport West Drive, Vero Beach, FL 32960
Mailing Address: PO Box 1389, Vero Beach, FL 32961-1389
Telephone: (772) 978-5300
Facsimile: (772) 770-5836

As to Franchisee:

Name: Shelly Nobles
Title: Division manager, Waste Pro of Florida
Street Address: 4100 Selvitz Rd, Fort Pierce FL 34981
Mailing Address: same
Telephone: 772-595-9390
Facsimile: 772-464-6690

Except as otherwise provided in this Agreement, all notices, certificates, reports, requests, demands, materials and any other communications hereunder or pursuant to this Agreement shall be in writing and deemed to have been duly given: (i) upon delivery (personally, by courier service such as FedEx or by other messenger) to the address of the appropriate party's designated representative; or (ii) upon receipt as evidenced by the appropriate form of the United States Postal Service after mailing by United States registered or certified mail, return receipt requested, postage prepaid to such address; or (iii) upon mailing if such registered or certified mail is refused by the recipient or returned unclaimed to the sender.

- (J) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one and the same instrument.
- (K) Headings. Captions and headings in this Agreement are for ease of reference only and shall not constitute a part of this Agreement nor affect its meaning, construction, or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year above written.

WITNESS:

Sign: John Zabala Jr.
Print: John Zabala Jr.

Sign: Lois Cardinale
Print: Lois Cardinale

ATTEST:

Sign: _____
Print: Tammy K. Vock
Title: City Clerk

FRANCHISEE (insert name):
a Waste Pro of Florida
(corporation; partnership; LLC; etc and state)

By: Shelly Nobles
Print: Shelly Nobles
Title: Division manager

CITY OF VERO BEACH, FLORIDA

Sign: _____
Print: _____
Title: Mayor

Approved as to form and legal sufficiency:

Dagmar Carrut
City Attorney

Approved as conforming to municipal policy:

J.R. O'Leary
City Manager

Approved as to technical requirements:

Mark Felle
Director, Public Works Department

THIS DOCUMENT PREPARED IN
THE OFFICE OF THE CITY ATTORNEY
PO BOX 1389
VERO BEACH, FL 32961-1389