AGENDA

SOLID WASTE AUTHORITY BOARD
REGULAR MEETING
JUNE 14, 2023
9:30 AM

SOLID WASTE AUTHORITY OF PBC
7501 N. JOG ROAD, AUDITORIUM
WEST PALM BEACH, FLORIDA 33412
www.swa.org

1. CALL TO ORDER
   ROLL CALL
   INVOCATION
   PLEDGE OF ALLEGIANCE

2. AGENDA: Additions / Deletions

3. MINUTES: April 12, 2023 [Approve]

4. MINUTES: A) Citizens’ Advisory Committee
               June 7, 2023 [Receive & File]

               B) Small Business Advisory Committee
                  April 4, 2023 [Receive & File]

5. RECOMMENDED CONSENT AGENDA
   a. Sole Source Procurements

      Recommendation: Receive and file.
      CAC Recommendation: Support staff’s recommendation.

   b. Environmental Crimes Unit Status Report (January – April 2023)

      Recommendation: Receive and file.
      CAC Recommendation: Support staff’s recommendation.

   c. Follow-Up Information to the Human Resource Department’s Recruitment Efforts

      Recommendation: Receive and file.
      CAC Recommendation: Support staff’s recommendation.
5. **RECOMMENDED CONSENT AGENDA** (continued)

d. Follow-Up Data to the Equal Business Opportunity Program’s Annual Report Fiscal Year 2022

   **Recommendation:** Receive and file.

   **CAC Recommendation:** Support staff’s recommendation.

e. Designated Facility Authorization for Coastal Waste & Recycling of Martin County, LLC (Coastal) in Hobe Sound, Florida

   **Recommendation:** Authorize the Executive Director to renew the Designated Facility Authorization allowing for the recycling of Palm Beach County Construction and Demolition (C/D) Debris at the Coastal Waste & Recycling of Martin County, LLC facility in Hobe Sound, Florida, effective through June 30, 2024.

   **CAC Recommendation:** Support staff’s recommendation.

f. Extension of Agreement 20-202A for Analytical Laboratory Services

   **Recommendation:** Authorize the Executive Director to exercise the option to extend Agreement 20-202A with Florida-Spectrum Environmental Services, Inc., for an additional three-year period through September 30, 2026, and approve a Fee Schedule adjustment, subject to legal sufficiency approval by General Counsel.

   **CAC Recommendation:** Support staff’s recommendation.

g. Extension of Agreement 20-202B for Analytical Laboratory Services

   **Recommendation:** Authorize the Executive Director to exercise the option to extend Agreement 20-202B with Pace Analytical Services, Inc., for an additional three-year period through September 30, 2026, and approve a Fee Schedule adjustment, subject to legal sufficiency approval by General Counsel.

   **CAC Recommendation:** Support staff’s recommendation.

h. Extension of Agreement 20-202C for Analytical Laboratory Services

   **Recommendation:** Authorize the Executive Director to exercise the option to extend Agreement 20-202C with Advanced Environmental Laboratories, Inc., for an additional three-year period through September 30, 2026, and approve a Fee Schedule adjustment, subject to legal sufficiency approval by General Counsel.

   **CAC Recommendation:** Support staff’s recommendation.
5. **RECOMMENDED CONSENT AGENDA** (continued)

i. Evaluation Committee Recommendation and Award of Contract for Providing Professional Hydrogeological Consulting Services

**Recommendation:** Authorize the Executive Director to execute contracts with Royal Consulting Services, Inc., JLA Geosciences, Inc., AECOM, and CDM Smith, Inc., to provide Professional Hydrogeological Consulting Services, subject to legal sufficiency approval by General Counsel.

**CAC Recommendation:** Support staff's recommendation.

j. Recommendation and Award of Contract for Providing Professional Consulting Services for Landfill and Landfill Gas Systems

**Recommendation:** Authorize the Executive Director to execute a contract with SCS Engineers to provide Professional Consulting Services for an initial three-year term with an option to extend an additional three years, subject to legal sufficiency approval by General Counsel.

**CAC Recommendation:** Support staff's recommendation.

k. Evaluation Committee Recommendation and Award of Contract for Providing Professional Consulting Engineering Services for the Water, Wastewater, and Electrical Systems

**Recommendation:** Authorize the Executive Director to execute a contract with Black & Veatch Corporation to provide Professional Engineering Services for an initial three-year term with an option to extend an additional three years, subject to legal sufficiency approval by General Counsel.

**CAC Recommendation:** Support staff's recommendation.

l. Piggyback Contract for Repair and Calibration Services of Flow Meters and Related Devices

**Recommendation:** Authorize the Executive Director to enter the Piggyback contract from RFP T-01-22 between Broward County and P.C. Controls, Inc., through November 17, 2027, subject to legal sufficiency approval by General Counsel.

**CAC Recommendation:** Support staff's recommendation.
5. **RECOMMENDED CONSENT AGENDA** (continued)

m. Evaluation Committee Recommendation and Award of Contract for Providing Professional Consulting Engineering Services for Air Quality Regulations

**Recommendation:** Authorize the Executive Director to execute a contract with Arcadis U.S., Inc., to provide Professional Consulting Engineering Services for Air Quality Regulations, subject to legal sufficiency approval by General Counsel.

**CAC Recommendation:** Support staff’s recommendation.

6. ** MATTERS BY THE PUBLIC **

Anyone wishing to address the Board should complete a Request Card furnished on the Agenda table. Upon completion, please pass to the Clerk **BEFORE** the beginning of the meeting. Thank you for your cooperation.

7. **PUBLIC HEARING / WORKSHOP**

1. Proposed Budget – FY 2023/2024

**Recommendation:** Approve the Proposed Budget; Approve the Assessment & Tip Fee rates for the required notice; and Continue the Public Hearing until August 23, 2023.

**CAC Recommendation:** Support staff’s recommendation and remove the $148K from the TRIM Notice if possible.

8. **OLD BUSINESS** (POSTPONED ITEMS)

None.

9. **NEW BUSINESS**

A. **EXECUTIVE DIRECTOR** (Dan Pellowitz)

None.

B. **LEGAL COUNSEL** (Michael Jones, Attorney)

None.
9. **NEW BUSINESS** (continued)

C. **OPERATIONS, FIELD SERVICES AND UTILITIES** (Patrick Carroll, Chief)

None.

D. **CUSTOMER INFORMATION SERVICES** (Paul Gonsalves, Director)

None.

E. **ENGINEERING AND CONSTRUCTION SERVICES** (Ramana Kari, Chief)

1. Program to Address Lithium-ion Batteries in the Waste Stream

   **Recommendation:** Receive and file.

   **CAC Recommendation:** Support staff's recommendation.

2. HiPoint Agro Bedding Florida, LLC Lease Agreement

   **Recommendation:** Staff is seeking Board direction.

   **CAC Recommendation:** The Board terminate the Lease effective December 18, 2023, if all required conditions are not satisfied. Supported with a 6-0 vote.

F. **PLANNING & ENVIRONMENTAL PROGRAMS** (Mary Beth Morrison, Director)

None.

G. **FINANCIAL MANAGEMENT SERVICES** (Paul Dumars, Chief)

1. Prepayment of Debt

   **Recommendation:** Authorize the use of General Reserve Funds to facilitate the prepayment of debt.

   Adopt Resolution 2023-02 authorizing the prepayment of a portion of the October 1, 2024, Mandatory Sinking Fund Payment of the Authority Refunding Revenue Bonds Series 2021.

   **CAC Recommendation:** Support staff's recommendation.
10. OTHER SCHEDULED MATTERS

11. COMMENTS BY GENERAL COUNSEL

12. COMMENTS BY AUTHORITY STAFF

13. COMMENTS BY THE BOARD

Vice Mayor Maria Sachs, Chair
Commissioner Maria Marino, Vice Chair
Commissioner Sara Baxter, Secretary
Mayor Gregg Weiss, Member
Commissioner Michael Barnett, Member
Commissioner Marci Woodward, Member
Commissioner Mack Bernard, Member

14. CONFIRMATION OF MEETING DATES

Wednesday, August 23, 2023, at 9:30 AM - Regular Meeting and Public Hearing

"If any interested person desires to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 268.0105)

In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact Willie Puz, Legislation and Public Affairs Manager, at (561) 640-8914 at least three business days prior to the proceeding (whenever possible) to request such accommodation.
M I N U T E S

S O L I D  W A S T E  A U T H O R I T Y  B O A R D
REGULAR MEETING

A P R I L  1 2 ,  2 0 2 3
9:30 A.M.

PRESENT:
Vice Mayor Maria Sachs, Chair
Commissioner Maria Marino, Vice Chair
Commissioner Sara Baxter, Secretary
Mayor Gregg Weiss, Member
Commissioner Marci Woodward, Member
Commissioner Mack Bernard, Member

ABSENT:
Commissioner Michael Barnett, Member

STAFF:
Daniel Pellowitz, Executive Director
Sandra Vassalotti, Clerk to the Authority
Ramana Kari, Chief Engineer
Patrick Carroll, Chief Operating Officer
Paul Dumars, Chief Financial Officer
Mary Beth Morrison, Director of Environmental Programs
Simon “Paul” Gonsalves, Director of Customer Information Services
Colleen Robbs, Director of Equal Business Opportunity
Michael Jones, General Counsel

Vice Mayor Sachs called the Regular Meeting of the Solid Waste Authority Board to order at 9:30 AM in the Solid Waste Authority Auditorium located at 7501 North Jog Road, West Palm Beach, Florida.

The Clerk verified a quorum was present.

Mr. Pellowitz provided the invocation and led the Pledge of Allegiance to the Flag.

Mr. Pellowitz advised of the following amendment to the agenda:


MOTION BY MAYOR WEISS TO APPROVE THE AGENDA AS AMENDED. SECONDED BY COMMISSIONER MARINO AND CARRIED WITH A 6-0 VOTE (Commissioner Barnett absent).

MOTION BY COMMISSIONER MARINO TO APPROVE THE REGULAR BOARD MEETING MINUTES OF FEBRUARY 8, 2023, AS PRESENTED. SECONDED BY MAYOR WEISS AND CARRIED WITH A 6-0 VOTE (Commissioner Barnett absent).

ITEM 3
Page #3/15
MOTION BY MAYOR WEISS TO RECEIVE AND FILE THE DRAFT CITIZENS' ADVISORY COMMITTEE MEETING MINUTES OF APRIL 5, 2023, AND SMALL BUSINESS ADVISORY COMMITTEE (SBAC) MEETING MINUTES OF FEBRUARY 7, 2023. SECONDED BY COMMISSIONER MARINO AND CARRIED WITH A 6-0 VOTE (Commissioner Barnett absent).

Item 5.a: Sole Source Procurements
Item 5.b: Extension of Insurance Consultant Services for Employee Benefits Program Agreement #20-205
Item 5.c: Designated Facility Authorization for Waste Management Inc. of Florida (WM) facility known as WM Recycling Deerfield in Deerfield Beach, Florida
Item 5.d: Recommendation and Award of Contract for Providing Professional Consulting Services for the Solid Waste Authority’s Indenture of Trust

MOTION BY COMMISSIONER BAXTER TO APPROVE THE CONSENT AGENDA AS PRESENTED. SECONDED BY COMMISSIONER MARINO AND CARRIED WITH A 6-0 VOTE (Commissioner Barnett absent).

Mr. Pellowitz informed that the previous salary survey conducted in 2015 resulted in the Authority’s current compensation plan and Cost-of-Living Adjustment (COLA)/Merit Program. He explained that the 2022 Salary Survey Study (Study) established benchmark positions which were compared to peer entities, including Palm Beach County. The Study concluded that the Authority’s program was sound and there was no pay compression. However, the Study identified that the bottom of pay grades were 9.3% below market compared to its peers which hampers the Authority’s ability to hire and retain qualified employees.

He added that the Board approved a 5.39% COLA last year, but the Authority remains 3.9% short of market. Based on the Study and staff’s analysis, Mr. Pellowitz recommended the following:

- consider the 3.9% shortfall during the Board’s budget discussions in June as it relates to the COLA;
- approve the immediate reclassification of thirteen (13) positions that the Study indicated were well below market;
- maintain the current program identified in the Employee Handbook; and
- amend the Merit program to provide more gradation in the performance ratings and associated merit increases.

Mr. Pellowitz stated that he is entering into discussions with re-entry agencies to determine if it is a viable option for filling key positions such as equipment operators, tractor trailer operators, mechanics, and welders. He also informed that, during the June budget discussions, he was considering changing existing positions that will not be filled and adding additional positions for entry-level laborer/equipment operator in-training to internally train its own equipment operators whereby relying less on a fluctuating market.

MOTION BY COMMISSIONER BAXTER TO APPROVE STAFF’S RECOMMENDATIONS 1) Approve Staff Recommendation 1A and authorize the Executive Director to make the pay classifications and salary adjustments immediately to employees’ salaries in the thirteen (13) positions identified with a total budget impact of $258,526 for the remainder of FY 2023 and an annual impact of $564,056. 2) Approve Staff Recommendations 1 and 2, and direct staff to provide alternatives to address the below-market minimums in June as part of the FY 2024 budget discussion. 3) Approve Staff Recommendations 3 through 7A. SECONDED BY COMMISSIONER WOODWARD AND CARRIED WITH A 6-0 VOTE (Commissioner Barnett absent).

MOTION: Approve Consent Agenda as Presented

Item 9.A.1

2022 Salary Survey Final Report

MOTION: Immediately upgrade the 13 positions identified; maintain current Merit program; increase gradation in performance evaluations; discuss across-the-board below market minimums at the June Budget Hearing.
Mr. Dumars summarized the establishment of the Equal Business Opportunity (EBO) office and introduced Mrs. Robbs who provided a detailed presentation of the EBO's annual report for FY 2022. Highlights included the Program’s Mission, Economic Inclusion Policy, Program Achievements, FY 2022 Informal and Formal Contracts, Contract Awards and Payments, Vendor Spotlights, and EBO Program Goals.

In response to questions raised, Mrs. Robbs explained how the EBO office audits payments to subcontractors, and what prompted the Authority to establish an EBO office.

Commissioner Baxter requested that the next EBO report outline how many contracts were awarded and the dollar amounts for each. She also requested that the Authority’s advertising efforts target more Hispanic media to help increase the number of Hispanic-owned businesses.

Vice Mayor Sachs questioned if the Authority uses Career Source or reaches out to schools for employment opportunities.

Mr. Pellowitz explained that the Authority advertises with Palm Beach County and through available on-line recruitment tools. The Authority has not worked directly with the schools but is communicating with Palm Beach State College. The Authority is considering in-house training for equipment operators, and the college can provide a trainer under contract for that purpose. He added that the Authority is also seeking to work with re-entry parties and looking at other sources for training programs.

Commissioner Bernard requested Mr. Pellowitz and Mrs. Robbs schedule meetings with each Commissioner to review different outreach opportunities for their respective Districts.

Commissioner Marino questioned if there were internship opportunities available for Boys and Girls Club members.

Mr. Pellowitz stated that the Authority provides internship opportunities from time to time and asked Commissioner Marino to provide contact information for the Boys and Girls Club.

Commissioner Baxter suggested reaching out to agencies that transition children out of foster care for the equipment operator training programs. She stated that this would be a tremendous help to the community.

Commissioner Baxter questioned how often a disparity study is conducted to determine if contract goals are being met and if the program continues to be a necessity.

Mr. Pellowitz responded by saying that the Authority is required to conduct a disparity study every five (5) years. Staff is currently in the process of developing a Request for Proposal seeking a consultant to perform the next study.

Vice Mayor Sachs requested staff follow up with a written report, or at the next Board meeting, the outreach efforts to some of the agencies/entities requested by Board members, as well as the Latino community and Career Source.

Mr. Pellowitz stated that Mrs. Robbs would provide a report on the EBO efforts, and he would provide a report on Human Resources as it relates to hiring efforts.

**MOTION BY COMMISSIONER BERNARD TO RECEIVE AND FILE STAFF’S REPORT. SECONDED BY MAYOR WEISS AND CARRIED WITH A 6-0 VOTE (Commissioner Barnett absent).**
Mr. Pellowitz advised that several small fires have occurred in the Authority’s waste-to-energy pits, and most recently in a trailer hauling debris from the Belle Glade transfer station. The causes of these fires were not all known, but Mr. Pellowitz stated that lithium-ion batteries were a significant problem. He explained that when the batteries are damaged, they get extremely hot and burn hot for an extended period. Staff will develop a program with the goal of creating a sticker to be placed on the top of every Authority cart in the unincorporated area. The sticker will remind residents not to place rechargeable batteries in the garbage. Additionally, staff is also developing literature and posters. Residents are encouraged to dispose rechargeable batteries at Authority drop-off locations and big box stores that have collection containers, and not in recycling bins or garbage containers.

Mayor Weiss questioned if the Authority could partner with Publix, CVS, Walgreens, etc., to provide for more convenient drop-off locations, and if staff would work with municipalities regarding stickers on their containers.

Mr. Pellowitz stated that the Authority would make the stickers and all other educational material available to municipalities. He concurred that this should be a countywide effort.

In response to Vice Mayor Sachs’ suggestion, Mr. Pellowitz stated that it would not be cost-effective to have a separate bin at each individual household for disposal of rechargeable batteries. He stated that the Authority could expand the number of drop-off locations.

Commissioner Baxter suggested setting up a schedule for collecting rechargeable batteries from households or providing a special-colored bag for residents to place next to their garbage container.

Mr. Pellowitz stated that staff would look at all available options to come up with an effective program and bring it back to the Board for discussion.

In response to Commissioner Woodward, Mr. Pellowitz informed that the Authority currently has a vendor it pays to collect the rechargeable batteries from the Household Hazardous Waste Facility.

He continued to say that alkaline batteries are not an issue and can be placed in the garbage. Rechargeable batteries are the concern.

**Commissioner Baxter:** Appointed Sarah Perez to the SBAC as her District 6 representative.

**Commissioner Marino:** Requested an update on HiPoint Agro Bedding.

Mr. Pellowitz informed that HiPoint paid their taxes and rent. By May 10, 2023, HiPoint is required to provide: 1) letters from financial institutions indicating that they are financing and supporting the project; and 2) evidence that all permit applications necessary to construct the project have been submitted. Per Board direction, failure to provide those documents would result in default and the lease would be terminated. Mr. Pellowitz questioned if the Board wanted to make the final decision to default if HiPoint failed to provide the documentation.

Commissioner Marino requested that the Board be notified immediately if HiPoint was in default.
CONFFIRMATION OF MEETING:  Wednesday, June 14, 2023, at 9:30 AM
Regular Meeting and Public Hearing

MEETING ADJOURNED:  10:30 AM

ATTEST:

Vice Mayor Maria Sachs, Chair

Sandra Vassalotti, Clerk to the Authority
MINUTES

SOLID WASTE AUTHORITY
CITIZENS’ ADVISORY COMMITTEE
JUNE 7, 2023
1:30 P.M.

PRESENT:
John Gentithes, Chair (At-Large)
Dee Sabers, Vice Chair (At-Large)
Donald Foster (District 2)
Lori Vinikoor, Vice Chair (District 5)
Ray Maher (District 6)
Robbie Littles (District 7) – Arrived 1:45 PM

ABSENT:
Rafael Amaro (District 3)
Arnie Straus (District 4)
Byron Lasseter (At-Large)
Jeffrey Blank (At-Large)

STAFF:
Dan Pellowitz, Executive Director
Howard Falcon, Legal Counsel
Paul Gonsalves, CIS Director
Ramana Kari, Chief Engineer
Jessica Winter, Recycling, Education, & Marketing Manager
Mary Beth Morrison, Environmental Programs Director
Paul Dumars, Chief Financial Officer
Christina Richards, Budget Manager
Kathy Levas, Acting Clerk

Chair, John Gentithes, called the Citizens’ Advisory Committee meeting to order at 1:35 PM in the Solid Waste Authority’s Auditorium located at 7501 North Jog Road, West Palm Beach, Florida.

ROLL CALL

Acting Clerk called the roll and noted a quorum was present.

PLEDGE TO THE FLAG

The Chair led the Pledge of Allegiance to the flag.

CAC MINUTES

MOTION BY LORI VINIKOOR TO ACCEPT THE CAC MINUTES FROM APRIL 5, 2023, AS PRESENTED. SECONDED BY DONALD FOSTER AND CARRIED WITH A 6-0 VOTE (Mr. Amaro, Mr. Straus, Mr. Lasseter, and Mr. Blank absent).

CAC Meeting Minutes
Page 1 of 5
CONSENT AGENDA

Item 5a Sole Source Procurements
Item 5b Environmental Crimes Unit Status Report (January – April 2023)
Item 5c Follow-Up Information to the Human Resource Department’s Recruitment Efforts
Item 5d Follow-Up Data to the Equal Business Opportunity Program’s Annual Report Fiscal Year 2022
Item 5e Designated Facility Authorization for Coastal Waste & Recycling of Martin County, LLC (Coastal) in Hobe Sound, Florida
Item 5f Extension of Agreement 20-202A for Analytical Laboratory Services
Item 5g Extension of Agreement 20-202B for Analytical Laboratory Services
Item 5h Extension of Agreement 20-202C for Analytical Laboratory Services
Item 5i Evaluation Committee Recommendation and Award of Contract for Providing Professional Hydrogeological Consulting Services
Item 5j Recommendation and Award of Contract for Providing Professional Consulting Services for Landfill and Landfill Gas Systems
Item 5k Evaluation Committee Recommendation and Award of Contract for Providing Professional Consulting Engineering Services for the Water, Wastewater, and Electrical Systems
Item 5l Piggyback Contract for Repair and Calibration Services of Flow Meters and Related Devices
Item 5m Evaluation Committee Recommendation and Award of Contract for Providing Professional Consulting Engineering Services for Air Quality Regulations

MOTION BY LORI VINIKOOR SUPPORTING CONSENT AGENDA [Receive and file.]. SECONDED BY RAY MAHER AND CARRIED WITH A 6-0 VOTE (Mr. Amaro, Mr. Straus, Mr. Lasseter, and Mr. Blank absent).

PUBLIC HEARING/WORKSHOP

Item 1. Proposed Budget – FY 2023/2024

Mr. Dumars announced the Authority’s fiscal year 2023/2024 proposed budget would be presented by Budget Manager, Christina Richards.

Ms. Richards re-capped the fiscal year 2023 adopted budget and presented changes for the fiscal year 2024 budget.

Ms. Vinikoor would like to suggest to the Board that the $148,000 extraordinary rate increase being applied to Service Areas 3 and 4 be absorbed by the Authority and not reflected on the TRIM notice.

Mr. Pellowitz pointed out that preliminary rates are budgeted conservatively for the TRIM notice which can be lowered but not raised for the final tax bill.

MOTION BY LORI VINIKOOR SUPPORTING STAFF’S RECOMMENDATION AND ALSO INCLUDING HER REQUEST TO REMOVE THE $148,000 FROM THE TRIM NOTICE IF POSSIBLE [Approve the Proposed Budget; Approve the Assessment & Tip Fee rates for the required notice; and Continue the Public Hearing until August 23, 2023.]. SECONDED BY DONALD FOSTER AND CARRIED WITH A 6-0 VOTE (Mr. Amaro, Mr. Straus, Mr. Lasseter, and Mr. Blank absent).
NEW BUSINESS

Item 9.E.1  Program to Address Lithium-ion Batteries in the Waste Stream

Mr. Kari stressed the importance of educating the public on the proper handling of lithium-ion batteries which are a fire hazard in the waste stream and introduced Ms. Jess Winter, Recycling, Education, & Marketing Manager, who gave a presentation on the Authority’s recently launched lithium-ion battery public education campaign.

To assist in getting the word out, Ms. Vinikoor requested that a copy of the presentation including the video links be forwarded to the CAC.

MOTION BY LORI VINIKOOR SUPPORTING STAFF’S RECOMMENDATION [Receive and file.], SECONDED BY DEE SABERS AND CARRIED WITH A 6-0 VOTE (Mr. Amaro, Mr. Straus, Mr. Lasseter, and Mr. Blank absent).

Item 9.E.2  HiPoint Agro Bedding Florida, LLC Lease Agreement

Mr. Kari gave background information and presented an update on the Authority’s 20-year lease agreement with Horizon 880, LLC, now HiPoint Agro Bedding, Florida, LLC, for the lease of a 5.25-acre parcel to be used solely for the processing of equine residuals. To date, HiPoint has not met all the conditions required by Amendment 3 of their lease agreement. Due to continuing delays, the Authority is not confident in HiPoint’s ability to successfully implement the project and is seeking Board direction.

CAC members acknowledged the length of time this project has taken to get started.

MOTION BY DONALD FOSTER DIRECTING THE BOARD TO TERMINATE THE LEASE. SECONDED BY DEE SABERS FOR DISCUSSION.

The amount of money invested by all parties in this project to date was reviewed along with cost escalators moving forward with the project.

Mr. Pellowitz confirmed that the lease has been paid through December 18, 2023.

Possible legal issues involved in terminating the lease were discussed.

MOTION AND SECOND WITHDRAWN.

MOTION BY MR. LITTLES RECOMMENDING TO THE BOARD THAT THE LEASE BE TERMINATED EFFECTIVE DECEMBER 18, 2023, IF ALL REQUIRED CONDITIONS ARE NOT SATISFIED. SECONDED BY DEE SABERS AND CARRIED WITH A 6-0 VOTE (Mr. Amaro, Mr. Straus, Mr. Lasseter, and Mr. Blank absent).
NEW BUSINESS, cont.

Item 9.G.1 Prepayment of Debt

Mr. Pellowitz noted that prepaying the Authority’s Series 2021 Bonds this fiscal year would eliminate the need to fund $15 million in principle plus interest in next year’s budget allowing for a proposed disposal assessment rate of $190 for a single-family home as opposed to a $203 rate without the prepayment of bonds. The proposed budget assumes Board approval of this item.

MOTION BY LORI VINIKOOR SUPPORTING STAFF’S RECOMMENDATION [Authorize the use of General Reserve Funds to facilitate the prepayment of debt; and Adopt Resolution 2023-02 authorizing the prepayment of a portion of the October 1, 2024, Mandatory Sinking Fund Payment of the Authority Refunding Revenue Bonds Series 2021.]. SECONDED BY RAY MAHER AND CARRIED WITH A 6-0 VOTE (Mr. Amaro, Mr. Straus, Mr. Lasseter, and Mr. Blank absent).

CONFIRMATION OF NEXT MEETING: August 16, 2023

MEETING ADJOURNED: 2:55 PM

ATTEST:

John Gentithes, Chair

Kathleen A. Levas, Acting Clerk
## ATTENDANCE LIST

<table>
<thead>
<tr>
<th>MEMBER</th>
<th>DIST.</th>
<th>08/2022</th>
<th>10/2022</th>
<th>02/2023</th>
<th>04/2023</th>
<th>06/2023</th>
<th>ABSENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPEN</td>
<td>#1</td>
<td>P</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>0</td>
</tr>
<tr>
<td>D. Foster</td>
<td>#2</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>P</td>
<td>1</td>
</tr>
<tr>
<td>R. Amaro</td>
<td>#3</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>P</td>
<td>A</td>
<td>1</td>
</tr>
<tr>
<td>A. Straus</td>
<td>#4</td>
<td>P</td>
<td>H</td>
<td>P</td>
<td>H</td>
<td>A</td>
<td>1</td>
</tr>
<tr>
<td>L. Vinikoor</td>
<td>#5</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>0</td>
</tr>
<tr>
<td>R. Maher</td>
<td>#6</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>P</td>
<td>1</td>
</tr>
<tr>
<td>R. Littles</td>
<td>#7</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>P</td>
<td>P</td>
<td>1</td>
</tr>
<tr>
<td>B. Lasseter</td>
<td>AL</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>P</td>
<td>A</td>
<td>2</td>
</tr>
<tr>
<td>D. Sabers</td>
<td>AL</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>0</td>
</tr>
<tr>
<td>J. Blank</td>
<td>AL</td>
<td>P</td>
<td>H</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>1</td>
</tr>
<tr>
<td>J. Gentithes</td>
<td>AL</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>0</td>
</tr>
</tbody>
</table>

Next scheduled meetings:
August 16, 2023
October 4, 2023
December 6, 2023
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
SMALL BUSINESS ADVISORY COMMITTEE
April 4th, 2023
9:00 A.M.

PRESENT:       Michelle DePotter (District 3)
               Erica Daley (District 4)
               Rolando Barrero (District 5)
               Kesnel Theus (District 7)
               Bruce Lewis, Vice Chair (At-Large)
               Angeleta Gray (At-Large)

ABSENT:        Karen Lau (District 1)
               Junaid Akther, Chair (District 2)
               Selena Samios (At-Large)

STAFF:         Colleen M. Robbs, Director, Equal Business Opportunity Office
               Hattie Asberry, Outreach Specialist
               Kavita Bedasie, Administrative Assistant
               Jodi Hart, Director, Purchasing Services
               Phil Mugavero, Director, Business Development & Compliance

CALL TO ORDER

Vice Chair, Mr. Lewis led the meeting. Mr. Lewis called the Small Business Advisory Committee (SBAC) meeting to order at 9:10 A.M.

ROLL CALL

Ms. Bedasie called the roll, and each member in attendance stated they were present.

PLEDGE TO THE FLAG

Mr. Lewis led the Pledge of Allegiance to the Flag.

AGENDA

Mr. Lewis called for a motion to approve the agenda. Ms. Robbs requested an amendment to agenda item number five stating February’s monthly report will be presented instead of January. Mr. Lewis then called for a motion to approve the amended agenda. A motion was moved by Ms. Gray and second by Ms. DePotter. With no objections, the agenda was adopted.

APPROVAL OF MINUTES

Mr. Lewis asked the Committee for a motion to approve the February 7, 2023, minutes as submitted. Ms. DePotter moved to accept the minutes, and second by Mr. Theus. With all in favor, the minutes were
adopted with no objections.

ETHICS & FLORIDA SUNSHINE TRAINING

The next item on the agenda was a presentation from Mr. Phil Mugavero on Ethics & Florida Sunshine Training.

Mr. Mugavero reviewed the handout on Ethics and Florida Sunshine training. He stressed that all SBAC Committee members, as an advisory board, are considered public officers under Florida law. Therefore, the Florida Sunshine Law is applicable to everyone on the SBAC Committee.

Next, Mr. Mugavero proceeded to discuss public records. He encouraged Committee Members to abstain from voting when a conflict of interest exists. If what is discussed results in a special gain for you, your family, friends, your company that would require disclosure before or after the meeting. The abstaining SBAC Committee member must also complete and submit Form 8B prior to or shortly after the meeting depending on the specific circumstances.

Mr. Theus inquired if something happened that caused the Ethics & Florida Sunshine Training to be discussed. He also questioned why an email was sent regarding mileage reimbursement. Mr. Mugavero deferred to Ms. Robbs to answer the question. Ms. Robbs explained that the Ethics and Florida Sunshine Law Training is done annually as a refresher to keep committee members up to date on the law. She further explained that the training is a requirement because all the Small Business Advisory Committee meetings are open to the public and recorded. In reference to the mileage email, Ms. Robbs wanted to ensure that members know they can be reimbursed for trips to and from the meetings. Mr. Theus thanked Ms. Robbs for the explanation.

Mr. Barrero stated and inquired that last month in the news that the governor was looking to revamp the sunshine laws and would like to know if that affects the organization in anyway. Mr. Mugavero then advised that nothing so far with the new bills that are being brought forward would affect us in anyway with regard to the sunshine law.

Ms. DePotter stated that she doesn’t have a question however she does have a comment that she would like to present. She just wanted to advise her colleagues, that when in doubt if you have a question ask, bring it up. Mr. Mugavero added that it is indeed very good advice, when there is ever a question he just discloses, no one gets in trouble for disclosing, disclosure is important.

Mr. Mugavero proceeded to discuss the topic of public records. He further defined the topic of public records as anything that is created or received in the course of your service on the SBAC Committee is considered a public record, and it is a crime to destroy public records. Again, all these meetings are public, the entire county is invited to these meetings. An example is given by Mr. Mugavero, he discusses “Personal Notes”, if those notes are not discussed or distributed those are considered personal notes, however once communicated to another person or distributed, it is now considered a public record.

Mr. Lewis then asked for confirmation based on the example. If he has personal notes that were taken during the meeting, and he then gave it to his colleague irrespective of their intention or how
they use those notes, those are now considered public records, correct? Does that include our cell phones as well? Mr. Mugavero confirms the first scenario of notes being given to the colleague is indeed now considered public records. Regarding your cell phone, the law looks at it as content and purpose, not location. If notes are taken on your cell phone, and then if it is distributed, it is considered public records. He advised that personal devices and conversations should be abstained while taking part in public meetings or they risk becoming public records. Again, it is the content and purpose of the notes and not their location that make them a public record.

Ms. DePotter requests clarification on a few points discussed. If someone here were to hold a document up and show the public – that becomes public, correct? Mr. Mugavero confirm yes. Ms. DePotter then continues asking if that item can also be secured through public records request, correct? Mr. Mugavero confirms, yes. She then goes on by asking if one of my colleagues were to pass a note to one another and that is seen on camera – that too is open to public records request as well, correct? Mr. Mugavero confirms, yes even if it is not seen on camera it is a public record. Lastly, Ms. DePotter asks with regards to cell phones, does it matter if it’s a personal or company phone? Mr. Mugavero explains no it does not matter, that again its content and purpose and not location of the message.

Ms. Gray asked, with her being a member on multiple boards, is she able to use this training from this board and use it for ethics training on another board? Mr. Mugavero confirms stating yes, it can be used.

Mr. Lewis interjects with a statement that he would like confirmation on. He states that your advice is to keep our personal notes, personal, refrain from using any other electronic devices for any purpose during the public meeting. Mr. Mugavero confirms yes, that is correct, although it cannot be forced but it is highly recommended.

Mr. Mugavero moves on to the last point, he further states that all the meetings we have are all Sunshine Meetings, they are opened to the public, and these meetings are required to be duly noticed. Mr. Mugavero also advises that any discussion about the meeting should be at the meeting itself, this way you as members are all protected in a way.

In closing, Mr. Mugavero informed Committee Members that he and Ms. Robbs are available for future questions and concerns that may arise.

Mr. Lewis excused Mr. Mugavero from the SBAC meeting.

**EBO PROGRAM MONTHLY REPORT & UPDATES**

Mr. Lewis proceeded to the EBO monthly report.

Ms. Robbs stated that the EBO Team helps businesses to obtain opportunities with the Solid Waste Authority. We continue to reach out to businesses in Palm Beach County and encourage them to register as a vendor. The primary benefit received when businesses are registered is continuous notification of upcoming projects and available procurement bids.
<table>
<thead>
<tr>
<th>SECTION</th>
<th>DESCRIPTION</th>
<th>FEBRUARY 2023 DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Registered and Certified Firms</td>
<td>Registered: 1,258</td>
<td>S/M/WBE Certified: 392</td>
</tr>
<tr>
<td>Vendor Registration</td>
<td>Total 760 (most vendors holding multiple certifications)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>MWBE: 185</td>
<td></td>
</tr>
<tr>
<td></td>
<td>MBE: 329</td>
<td></td>
</tr>
<tr>
<td></td>
<td>WBE: 138</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SBE: 108</td>
<td></td>
</tr>
<tr>
<td>Breakdown of Registered Certified Vendors by Certification Type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solicitations Advertised with APIs Applied</td>
<td>Lists Projects with Goals (e.g., Affirmative Procurement Initiatives (API) are used to set preference goals.)</td>
<td>- RFQ 23-604 Consulting Engineering Services for Water/Wastewater and Electrical Utility Systems (20% SBE Subcontracting Goal)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- ITB 23-04 Roofing Rehabilitation/Repair Services (Direct Contracting Reserved for Certified Firms)</td>
</tr>
<tr>
<td>Solicitation Reviews</td>
<td>Number of informal and formal procurement requests received from various SWA departments which are reviewed by the Contract Compliance Specialists.</td>
<td>Informal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Received: 24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Completed: 24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract Value: $324,707.99 (Completed Reviews only)</td>
</tr>
<tr>
<td>ITBs/RFPs Reviewed/ Pending Contract Award/ Contract Execution w/APIs</td>
<td>Summary of the different types of procurements in process.</td>
<td>Formal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Received: 4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Completed: 3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract Value: $3,625,000.00 (Completed Reviews only)</td>
</tr>
<tr>
<td>Contract Type Summaries (Monthly &amp; Program Performance YTD)</td>
<td>Contracts being monitored, contracts awarded and payments.</td>
<td>Program Performance 10/01/2018-02/28/2023</td>
</tr>
<tr>
<td></td>
<td></td>
<td># Of Contracts: 413</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Award Amt: $416,266,910</td>
</tr>
</tbody>
</table>
OUTREACH UPDATE

Ms. Asberry provided an overview of the outreach events and commented on the following:

Ms. Asberry stated that February was very eventful. EBO was invited by SBAC member Karen Lau to attend The Association of Christian Businesswomen’s Luncheon. The Luncheon was highly informative with great networking opportunities.

Next, we attended the Palm Beach County Black Business Investment Corporation’s annual meeting. Their main goal is to expand the participation of Black Business enterprises in all segments of Palm Beach County’s economy by creating a perpetual flow of capital for their growth.

Ms. Asberry highlighted February’s Transformational Tuesday which was in honor of Black History Month. The presentation was 4 Pillars of Time Management, by Elizabeth Burrows. Ms. Asberry further stated that March’s Transformational Tuesday was incredible as we recognized Women’s History Month. She gave accolades to the panelist, Michelle DePotter, Kati Cassiani, and Alexcia Cox who were astounding. Everyone left the training feeling empowered with the great messages and experiences they received from the panelist.

Lastly, Ms. Asberry gave appreciation and thanks to Ms. Daley, Mr. Barrero and Ms. Gray for coming out and supporting EBO in these endeavors.

Ms. Daley stated that Transformational Tuesday Trainings are informative. However, she asked if we would consider making the time earlier based on feedback she received. Ms. Robbs thanked Ms. Daley for her feedback and advised that pre-recordings of Transformation Tuesdays are available at swa.org/ebo.

Ms. DePotter stated that this was her second time being a panelist for Transformational Tuesday and she could not have been more honored.

Ms. Gray stated that this was the first Transformation Tuesday Training that she attended. She said it was amazing and thanked Ms. Robbs and Ms. Asberry for their excellent work.

DISCUSSION OF OTHER MATTERS
Mr. Lewis moved to the final item on the agenda and asked staff if there is anything additional that needs to be addressed. Ms. Robbs advised that she will be presenting the Annual Report FY 2022 for the EBO Program at the SWA Governing Board Meeting on April 12th.

Ms. DePotter said that she had a meeting with the Palm Beach Post and contributed to their Supply Chain Article. If anyone is interested, she can forward the article, or it can be found on the Palm Beach Post.

**Closing Remarks**

Mr. Lewis advised that the next meeting will be held on June 6, 2023, at 9am.

**MEETING ADJOURNMENT**

Mr. Lewis requested a motion to adjourn the meeting, which was moved by Ms. Gray and second by Ms. DePotter. With all in favor and there being no further business, the meeting was adjourned at 9:50 A.M.

**Future Meeting Dates:** 6/6/23, 8/8/23, 10/3/23, 12/5/23

**Attest:**

Colleen M. Robbs, Director, EBO Office
## SMALL BUSINESS ADVISORY COMMITTEE
April 4th, 2023

### ATTENDANCE LIST

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Lau</td>
<td>1</td>
<td>Excused</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>Excused</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Junaid Akther</td>
<td>2</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>Excused</td>
<td>Present</td>
<td>Present</td>
<td>Excused</td>
<td>2</td>
</tr>
<tr>
<td>Michelle DePotter</td>
<td>3</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Erica Daley</td>
<td>4</td>
<td>Present</td>
<td>Excused</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>1</td>
</tr>
<tr>
<td>Rolando Barrero</td>
<td>5</td>
<td>Present</td>
<td>Excused</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>1</td>
</tr>
<tr>
<td>VACANT</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kesnel Theus</td>
<td>7</td>
<td></td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>0</td>
</tr>
<tr>
<td>Vacant as of 12/24/2022 (Maria Antuna)</td>
<td>At-Large</td>
<td>Present</td>
<td>Excused</td>
<td>Present</td>
<td>Excused</td>
<td>-</td>
<td>-</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Angeleta Gray</td>
<td>At-Large</td>
<td>Present</td>
<td>Present</td>
<td>Excused</td>
<td>Present</td>
<td>Excused</td>
<td>Present</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Bruce Lewis</td>
<td>At-Large</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>Excused</td>
<td>Present</td>
<td>Present</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Selena Samios</td>
<td>At-Large</td>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>Excused</td>
<td>Present</td>
<td>Excused</td>
<td></td>
<td>2</td>
</tr>
</tbody>
</table>

June 6, 2023

**Next Scheduled Meetings:**
- August 8, 2023
- October 3, 2023
- December 5, 2023
MEMORANDUM

TO: Vice Mayor Maria Sachs, Chair
and Solid Waste Authority Board Members

SUBJECT: Sole Source Procurements

RECOMMENDATION: Receive and file

BACKGROUND:

This report is provided pursuant to requirements in the Authority’s Purchasing Manual. The Manual exempts from competition certain transactions where the vendor is determined to be a “sole source” by Purchasing Services.

BUDGET IMPACT: None

ATTACHMENTS: Sole Source Procurement
04/11/2023 – 05/09/2023

REVIEWS:

Director:

Date: 5/17/23

Director of Contract Compliance:

Date: 5/17/23

Chief Officer:

Date: 

Chief Financial Officer: (As required)

Date: 5/17/23

Legal Counsel: (As required)

Date: 

Executive Director:

Date: 5/17/23

ITEM 5
**SOLE SOURCE PROCUREMENTS**  
04/11/2023 - 05/09/2023

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>DOLLAR AMOUNT</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specialty Fire Suppression</td>
<td>AFEX fire suppression system</td>
<td>$41,990</td>
<td>Exclusive authorized AFEX distributor and installer</td>
</tr>
<tr>
<td>ASCO Services, Inc.</td>
<td>ATS maintenance and repairs</td>
<td>$5,491</td>
<td>Factory authorized service and maintenance provider for ASCO products.</td>
</tr>
<tr>
<td>Control Southern</td>
<td>Fisher Pressure relief Valves</td>
<td>$9,624</td>
<td>Exclusive authorized distributor in S. Florida for Fisher OEM parts</td>
</tr>
<tr>
<td>Dobbs Equipment LLC</td>
<td>OEM repair parts for John Deere and Hibachi Construction equipment</td>
<td>$62,006</td>
<td>Exclusive authorized distributor/service provider in South Florida</td>
</tr>
<tr>
<td>Crane Equipment Manufacturing</td>
<td>Grizzly repair parts</td>
<td>$25,490</td>
<td>Sole manufacturer and distributor of Grizzly crane equipment in the state of Florida</td>
</tr>
<tr>
<td>GE Digital</td>
<td>Annual support for SCADA support system</td>
<td>$42,338</td>
<td>Exclusive authorized distributor in South Florida</td>
</tr>
<tr>
<td>B2G Now</td>
<td>Diversity Management System – Reporting Tool module annual subscription</td>
<td>$44,197</td>
<td>Owner and developer of proprietary system</td>
</tr>
<tr>
<td>Specialty Fire Suppression</td>
<td>AFEX fire suppression system</td>
<td>$9,250</td>
<td>Exclusive authorized AFEX distributor and installer</td>
</tr>
<tr>
<td>Just FOIA</td>
<td>Annual maintenance and support of Just FOIA public records – call logging and tracking system – Laserfiche</td>
<td>$16,876</td>
<td>Sole provider of Just FOIA</td>
</tr>
</tbody>
</table>

*Estimated usage of annual blanket purchase orders or their change orders.  
**Local Vendor
MEMORANDUM

TO: Vice Mayor Maria Sachs, Chair
and Solid Waste Authority Board Members

SUBJECT: Environmental Crimes Unit
Status Report (January - April 2023)

RECOMMENDATION: Receive and File

BACKGROUND:
The attached status report (January - April 2023) of the Palm Beach County Sheriff's Office
Environmental Crimes Unit is provided for your review.

BUDGET IMPACT: None.

ATTACHMENTS: Environmental Crimes Unit Status Report.

REVIEWS:
Director: [Signature] Date: 5/30/2023

Director of Contract
Compliance: [Signature] Date: 5/17/23

Chief Officer: [Signature] Date: 5/30/23

Chief Finance Officer:
(as required) Date: 

Legal Counsel:
(as required) Date: 

Executive Director: [Signature] Date: 5/17/23
To: Karen Kantor  
Special Programs Manager

Date: 5/9/2023

From: PBSO Environmental Crimes Unit


The Unit is currently the only specialized unit tasked exclusively with the investigation of Environmental Crimes within unincorporated Palm Beach County.

The Unit continues to uphold an expanded rate of productiveness with positive results due to its working relationship with regulatory personnel and its intervention into acute and chronic environmental violations.

The Unit is an integral part of a Task Force which incorporates county, state, and federal regulators and investigators as jurisdiction dictates.
The Unit participates in a monthly inter-governmental agency meeting that deals with many issues, including some issues that could be a violation of Florida's Environmental Control Laws (Florida Statute 403.413). The following agencies are usually present at these meetings:

- Florida Department of Environmental Protection, Law Enforcement Division
- Florida Department of Environmental Protection (DEP).
- U.S. Environmental Protection Agency/Criminal Investigations Division (USEPA/CID).
- Florida Department of Health.
- Palm Beach County Code Enforcement.
- Palm Beach County Planning/Zoning & Building.
- Palm Beach County Fire Rescue.
- Solid Waste Authority of Palm Beach County.

Frequently, cases are presented at the task force meeting that fall under the enforcement jurisdiction of more than one of the above agencies. When this occurs, the case is usually referred to the agency that has the most appropriate avenue of enforcement, which helps to assist with successful enforcement actions and to also prevent duplicate enforcement actions by more than one agency.

The Unit actively follows up on any and all complaints referred by the Solid Waste Authority to determine if criminal sanctions apply and works with the Solid Waste Authority for a positive outcome.

Environmental laws have both civil and criminal sanctions. It is important that reasonableness and discretion be used when determining whether a case should be pursued through the criminal courts or the civil process.

The overall mission for the Unit, in most cases, is to educate the violator and gain compliance with removal and disposal and prevent future repeat violations. The possibility of arrest and criminal charges are a strong deterrent. Charges are used as a last resort since the court process can be lengthy, delaying proper removal and disposal.
This is a status update for January 1, 2023 thru April 30, 2023; it does not cover any information of a sensitive or restricted nature. It does not include information in reference to any on-going investigations. The following statistics are a highlight of Environmental Crimes activity for this quarter. These statistics do not reflect previous quarters.

- 98 Environmental complaints were reviewed for evidence, leads, and completeness by the Unit.

Of the 98 complaints, investigations were initiated on 82 of the reviewed cases, which contained evidence and/or leads. Current status and nature of the complaint cannot to be listed on open cases. The initiated investigations included the types and nature of solid waste and/or waste-related activities listed below.

- 12 cases involved dumping of vegetative debris on the public right of way or private property.
- 15 cases involved dumping of Construction Debris.
- 12 cases involved dumping of household furniture / mattresses.
- 1 case involved White Powder.
- 20 cases involved dumping of general trash / garbage.
- 5 cases involved dumping of concrete.
- 1 case involved illegal dumping of a boat / vessel.
- 3 cases involved dumping of tires.
- 2 cases involved illegal dumping of vehicles.
- 7 cases involved illegal dumping of oil / gas.
- 1 case involved illegal dumping of raw human waste.
- 3 cases involving miscellaneous complaints.

Notably during this reporting period:
- 33 cases were unfounded.
- 13 cases were exceptionally cleared by refusal to prosecute.
- 1 case resulted in 3 arrests for illegal dumping of concrete / construction materials.
- 1 case resulted in an arrest for illegal dumping of vehicle tires.
- 1 case was filed with the State Attorney.
- 18 of the cases were cleaned.
The Unit follows up on all reports of possible Environmental Crimes referred by the Solid Waste Authority (generated by citizen complaints called into SWA and violations observed by SWA field representatives), regulatory agencies (to include the Department of Health, Code Enforcement, and Planning and Zoning), and requests for assistance by the Department of Environmental Protection as they are received. Current status and nature of the complaint cannot be listed on open cases.

- 5 cases were referred during this period.

The Unit actively assists the Household Hazardous Waste section for the investigation of illegal disposal of commercial hazardous waste and the theft of recyclable material from Household Hazardous Waste sites.

- No cases were referred during this period.

The Unit actively assists the Solid Waste Authority with the intervention and investigation of curbside disposal of commercial waste, placed for waste hauler pickup, in violation of Solid Waste Authority rules/regulations as requested by various sources: SWA, regulatory agencies, water management districts, citizen/neighbor complaints, citizen contact, and personal observation.

- The goal of the Unit is to educate and to request clean-up and compliance.

The Unit actively works with Solid Waste Authority field representatives and they are encouraged to call upon the Unit for assistance with problems encountered in the field. No conflicts were reported to the Unit this reporting period.

- Contacts with residents, by members of the Unit, is a good deterrent of conflict.

The Unit attended all scheduled monthly inter-governmental agency task force meetings during this reporting period via in-person and Microsoft Teams teleconferencing.

Detective Jurdado attended a Hazardous Materials Technician (HMT) course in Aniston, Alabama. This five-day FEMA course prepares Operations-level responders for Technician-level Hazardous Materials (HAZMAT) certification. This 40-hour course is based on NFPA® 472 standards and provides participants with HAZMAT-specific response knowledge and skills, enabling them to respond safely and effectively to a suspected incident at the hazardous materials technician level. Participants receive hands-on training in donning and doffing Personal Protective Equipment (PPE) Levels A and B, containing leaks and drum over-packing, containing leaks in pressurized containers, and performing technical and mass decontamination.

Detectives attended a week-long (40-hour) radiological / nuclear training class hosted by Counter Terrorism Operations Support focusing on Radiation and Nuclear threats. Course topics included the following:

- Introduction to Radiological / Nuclear Weapons of Mass Destruction
- Personal Radiation Detector
- Backpack Operations for the Primary Screener
- Radiation Instruments Employment
- Secondary Screener Radiation Isotope Identification Device

The Unit accompanied SWA Special Programs personnel on four of the quarterly site visits for SWA-permitted Solid Waste Management Facilities, and on select informational field visits.
- Debris Dog, (18505 Beeline Highway, Jupiter)
- Proposed Universal Biocarbon, (36064 Connors Highway, Canal Point)
- Forever Recycling LLC, (857 ½ Belle Glade Road, Pahokee)
- Proposed Dan Griffin Sod Farm, Belle Glade

- The Unit along with PBSO Motors and the PBSO Commercial Vehicle Enforcement Unit enforces unsecured load regulations along North Jog Road between Bee Line Highway and 45th Street as well as major highways throughout the County by conducting targeted traffic enforcement. Commercial and personal loads are selectively inspected. This is done as time permits and at random times as part of daily activity.

  - The goal of the Unit is to educate and assist drivers to come into compliance.
MEMORANDUM

TO: Vice Mayor Maria Sachs, Chair
and Solid Waste Authority Board Members

SUBJECT: Follow-Up Information to the Human Resources Department’s
Recruitment Efforts

RECOMMENDATION: Receive and file

BACKGROUND:

At the April 12, 2023, Solid Waste Authority (Authority) Board meeting, the Board asked about
the Authority’s outreach efforts for recruiting. Specifically, staff was asked if the Authority uses
Career Source or works with schools for employment opportunities, if there are internship
opportunities available for the Boys and Girls Club, or if there are opportunities to work with
agencies that transition children out of foster care.

Mr. Pellowitz explained that the Authority advertises with Palm Beach County and through
available on-line recruitment tools and that it has not worked directly with the schools but was in
communication with Palm Beach State College. He expressed that the Authority is considering
in-house training for equipment operators, and the College may be able to provide a trainer under
contract for that purpose. He added that the Authority is also seeking to work with re-entry parties
and looking at other sources for training programs. The Board asked for an update at the June
meeting, which is provided herein.

Since the April meeting, staff has accomplished the following:

• Career Source - The HR Director, Collette Gotte, has spoken with Yustus Fagan,
  Director of Talent Solutions for CareerSource, regarding opportunities to partner with
  CareerSource. Ms. Gotte is presently working with their Senior Recruiter to fill open
  positions. All vacant positions have been posted on Employ Florida and other social
  media sites. The Authority has begun receiving applications for its open positions.

• Two new Laborer/Equipment Operator Trainee positions have been created and
  posted for recruitment with CareerSource and with our traditional outlets. Interviews
  were scheduled to commence the week of May 22, 2023.
- Boys and Girls Club Internship Opportunities – The Authority has been in contact with Kevin Brown from the Boys and Girls Club and scheduled a facility tour for 10-20 students for May 31, 2023. Staff will be discussing opportunities for internships with the Authority and intends to offer 2 to 3 internship opportunities based on interest and availability.

- Reentry Program – Mayor Weiss’s office connected Mr. Pellowitz with Arlene Griffiths, PBC Reentry Program Coordinator, on April 9, 2023, and they spoke regarding opportunities to collaborate. Ms. Gotte met with Ms. Griffiths and six of her colleagues from the Reentry program, Criminal Justice Programs, The Lord’s Place and the Rivera Beach Reentry Center on May 16, 2023, to discuss the program, how it works and the fit with the Authority. Follow up discussions are scheduled and the opportunity to partner on longer term training programs for some of positions was discussed. Training programs for equipment operators, mechanics, and groundkeepers and landfill positions were areas where longer term partnership opportunities with the Sago Palm facility in cooperation with Palm Beach State College may be available.

- Palm Beach State College – Ms. Gotte and Miguel Diaz, Equipment Maintenance Manager, visited PBS college on May 19, 2023, and met with Charles Johnson, Instructor of the Diesel Technology program and spoke with the graduating students about our open positions and the Solid Waste Authority. Ms. Gotte has also been in contact with Matthew Lenihan, Business and Community Relations Director, and discussed advertising and recruiting for certain trade positions as well as workforce and training opportunities. Mr. Lenihan toured Authority facilities on March 16.

It is staff’s expectation that one or more of the additional outreach efforts will produce results in meeting the needs of the Authority and providing employment opportunities in the community.

BUDGET IMPACT: None

ATTACHMENTS: None

REVIEWS:

Director: __________________________, Date: __________

Director of Contract Compliance: __________________________, Date: __________

Chief Officer: __________________________, Date: __________

Chief Financial Officer: __________________________, Date: __________

(As required)

Legal Counsel: __________________________, Date: __________

(As required)

Executive Director: __________________________, Date: __________

5/31/2023

ITEM 5.C

Page # 2/2
MEMORANDUM

TO: Vice Mayor Maria Sachs, Chair
and Solid Waste Authority Board Members

SUBJECT: Follow-up Data to the Equal Business Opportunity Program’s Annual Report Fiscal Year 2022

RECOMMENDATION: Receive and file

At the Solid Waste Authority of Palm Beach County’s (SWA) April 12, 2023, Governing Board Meeting, the Board directed staff to provide additional data related to the Equal Business Opportunity Program’s (EBO) Annual Report for Fiscal Year 2022. Specifically, staff was requested to provide the number of certified firms by ethnicity and gender that received contract payments.

In FY 2022, SWA expended $108.2M to contractors in formal contracts under the Economic Inclusion Policy, in comparison to $85.5M the previous fiscal year. A total of ninety-seven (97) unique prime contractors received contract payments in FY 2022. Also, in the same period, prime contractors reported to have paid seventy-eight (78) unique subcontractors. The chart below shows the breakdown of the number of unique certified and non-certified primes and subcontractors that received payment:

<table>
<thead>
<tr>
<th>PRIMES</th>
<th>FY 2022 PAYMENTS</th>
<th># of Contracts</th>
<th># of Unique Firms</th>
<th>FY 2021 PAYMENTS</th>
<th># of Contracts</th>
<th># of Unique Firms</th>
</tr>
</thead>
<tbody>
<tr>
<td>CERTIFIED PRIMES</td>
<td>$10,527,148.24</td>
<td>94</td>
<td>36</td>
<td>$9,140,140.42</td>
<td>66</td>
<td>32</td>
</tr>
<tr>
<td>NON-CERTIFIED PRIMES</td>
<td>$77,092,386.49</td>
<td>111</td>
<td>61</td>
<td>$62,354,907.69</td>
<td>82</td>
<td>54</td>
</tr>
<tr>
<td>TOTAL PAID</td>
<td>$87,619,534.73</td>
<td>205</td>
<td>97</td>
<td>$71,495,048.11</td>
<td>148</td>
<td>86</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUBCONTRACTORS</th>
<th>FY 2022 PAYMENTS</th>
<th># of Contracts</th>
<th># of Unique Firms</th>
<th>FY 2021 PAYMENTS</th>
<th># of Contracts</th>
<th># of Unique Firms</th>
</tr>
</thead>
<tbody>
<tr>
<td>CERTIFIED SUBCONTRACTORS</td>
<td>$19,469,380.53</td>
<td>73</td>
<td>47</td>
<td>$13,919,966.06</td>
<td>60</td>
<td>41</td>
</tr>
<tr>
<td>NON-CERTIFIED SUBCONTRACTORS</td>
<td>$1,112,222.62</td>
<td>5</td>
<td>5</td>
<td>$61,778.39</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>TOTAL PAID</td>
<td>$20,581,603.15</td>
<td>78</td>
<td>52</td>
<td>$13,981,744.45</td>
<td>65</td>
<td>46</td>
</tr>
</tbody>
</table>
By ethnicity and gender, thirty-six (36) unique certified prime contractors received contract payments in FY 2022. Additionally, prime contractors reported to have paid forty-seven (47) unique certified subcontractors.

The chart below shows the amount paid, number of contracts and the number of unique firms by ethnicity and gender.

<table>
<thead>
<tr>
<th>PRIMES BY ETHNICITY</th>
<th>FY 2022 PAYMENTS</th>
<th># of Contracts</th>
<th># of Unique Firms</th>
<th>FY 2021 PAYMENTS</th>
<th># of Contracts</th>
<th># of Unique Firms</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASIAN AMERICAN</td>
<td>$478,968.97</td>
<td>11</td>
<td>2</td>
<td>$624,759.26</td>
<td>11</td>
<td>2</td>
</tr>
<tr>
<td>AFRICAN AMERICAN</td>
<td>$5,109,668.99</td>
<td>14</td>
<td>3</td>
<td>$4,683,720.25</td>
<td>12</td>
<td>4</td>
</tr>
<tr>
<td>HISPANIC AMERICAN</td>
<td>$561,663.48</td>
<td>20</td>
<td>9</td>
<td>$319,355.69</td>
<td>13</td>
<td>7</td>
</tr>
<tr>
<td>CAUCASIAN WOMEN</td>
<td>$553,730.49</td>
<td>20</td>
<td>7</td>
<td>$392,460.31</td>
<td>9</td>
<td>6</td>
</tr>
<tr>
<td>SBE</td>
<td>$3,623,116.31</td>
<td>29</td>
<td>15</td>
<td>$3,119,844.91</td>
<td>21</td>
<td>13</td>
</tr>
<tr>
<td>TOTAL PAID TO PRIMES</td>
<td>$10,527,148.24</td>
<td>94</td>
<td>36</td>
<td>$9,140,140.42</td>
<td>66</td>
<td>32</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUBCONTRACTORS BY ETHNICITY</th>
<th>FY 2022 PAYMENTS</th>
<th># of Contracts</th>
<th># of Unique Firms</th>
<th>FY 2021 PAYMENTS</th>
<th># of Contracts</th>
<th># of Unique Firms</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASIAN AMERICAN</td>
<td>$50,614.94</td>
<td>3</td>
<td>3</td>
<td>$4,582.46</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>AFRICAN AMERICAN</td>
<td>$7,846,658.51</td>
<td>12</td>
<td>6</td>
<td>$5,256,294.43</td>
<td>12</td>
<td>7</td>
</tr>
<tr>
<td>HISPANIC AMERICAN</td>
<td>$7,415,877.51</td>
<td>26</td>
<td>15</td>
<td>$4,629,361.84</td>
<td>21</td>
<td>13</td>
</tr>
<tr>
<td>CAUCASIAN WOMEN</td>
<td>$2,140,750.69</td>
<td>13</td>
<td>8</td>
<td>$2,001,821.09</td>
<td>9</td>
<td>6</td>
</tr>
<tr>
<td>SBE</td>
<td>$2,015,451.88</td>
<td>19</td>
<td>15</td>
<td>$2,027,906.24</td>
<td>17</td>
<td>14</td>
</tr>
<tr>
<td>TOTAL PAID TO SUBCONTRACTORS</td>
<td>$19,469,353.53</td>
<td>73</td>
<td>47</td>
<td>$13,919,966.06</td>
<td>60</td>
<td>41</td>
</tr>
</tbody>
</table>

SWA celebrates the impact that the EBO Program continues to make in Palm Beach County’s business community. With the achievements of 28% S/M/WBE Utilization in Formal Contracts and 22% in Informal Procurements, small and minority businesses are growing, creating jobs and continuing to be a valuable part of SWA’s success in providing an economical and environmentally conscious Integrated Solid Waste Management System.
BUDGET IMPACT: None

ATTACHMENTS: None

REVIEWS:
Director: Colleen M Roberts, Date: 5/17/23
Director of Contract Compliance: Philip Myerson, Date: 5/17/23
Chief Officer: 
Chief Finance Officer: Paul E. Dumaresq, Date: 5/17/23
Legal Counsel: Michael W. Jones, Date: 
Executive Director: 

ITEM 5.D Page # 3/3
MEMORANDUM

TO: Vice Mayor Maria Sachs, Chair
and Solid Waste Authority Board Members

SUBJECT: Designated Facility Authorization for Coastal Waste &
Recycling of Martin County, LLC (Coastal) in Hobe Sound,
Florida

RECOMMENDATION: Authorize the Executive Director to renew the Designated
Facility Authorization allowing for the recycling of Palm
Beach County Construction and Demolition (C/D) Debris
at the Coastal Waste & Recycling of Martin County, LLC
facility (Facility) in Hobe Sound, Florida, effective through
June 30, 2024.

BACKGROUND:

On February 23, 2023, the Solid Waste Authority of Palm Beach County (Authority)
received a request from Coastal Waste & Recycling of Martin County, LLC (Coastal) to
renew the Designated Facility Authorization for the recycling of Palm Beach County
Construction and Demolition (C/D) Debris at their facility located in Hobe Sound, Florida
(Facility). The Facility, formerly owned by Nu-Way Recycling Corp., has operated as a
C/D Debris recycler under the provisions of a Designated Facility Authorization with the
Authority on an annual basis since 2012, and was purchased by Coastal in November of
2017. The current Designated Facility Authorization with Coastal expires on June 30,
2023.

The Facility has a Solid Waste Management Facility permit from the Florida Department
of Environmental Protection (FDEP), valid through June 11, 2026. Coastal also has
approved financial assurance and current closure cost estimates on file with the FDEP.
The FDEP conducted the last annual inspection of the Facility on July 11, 2022, and
determined that the Facility was operating in compliance with all permit conditions.
Coastal holds a Rule IV permit issued by the Authority for roll-off collection services.
A performance bond is required as a condition precedent to the execution of this Designated Facility Authorization to assure compliance with the terms of the Designated Facility Authorization. Coastal has provided to the Authority the required performance bond in the amount of $10,000.00.

Based upon the information provided by Coastal, staff recommends granting this Designated Facility Authorization effective through June 30, 2024.

**BUDGET IMPACT:** None.

**ATTACHMENTS:** Designated Facility Authorization, Designated Facility Monthly Report form, letter from Coastal, and copy of FDEP Solid Waste Management Facility Permit.

**REVIEWS:**

Director: [Signature] Date: 5/30/2023

Director of Contract Compliance: [Signature] Date: 5/17/23

Chief Officer: [Signature] Date: 5/30/23

Chief Finance Officer: [Signature] Date: 

(as required)

Legal Counsel: Michael W. Jones [Signature] Date: 

(as required)

Executive Director: [Signature] Date: 5/16/23
DESIGNATED FACILITY AUTHORIZATION

THIS AUTHORIZATION is granted and entered into this 1st day of July 2023 (the “Effective Date”), by SOLID WASTE AUTHORITY OF PALM BEACH COUNTY (the “AUTHORITY”), a special district created pursuant to Chapter 2001-331, Laws of Florida, (the “Act”), to COASTAL WASTE & RECYCLING OF MARTIN COUNTY, LLC (“COASTAL”), a Foreign Limited Liability Company registered to transact business in Florida (at the facility known as “Coastal Waste & Recycling of Martin County, LLC Facility” located at 12967 S.E. Suzanne Dr., Hobe Sound, Florida 33455).

A. In accordance with its authority under the Act and in furtherance of ensuring adequate bond financing for its Resource Recovery and Solid Waste Management Facilities, the AUTHORITY reserves the right to receive solid waste collected by public and private agencies in Palm Beach County (the “County”) and to collect revenues derived therefrom.

B. Pursuant to its duties and obligations under the Act, the AUTHORITY requires the transportation of waste collected in the County to processing and disposal facilities designated and permitted by the AUTHORITY.

C. The AUTHORITY determined that the purposes of this Act would be furthered by its designation of facilities outside of the County to process Recovered Materials from Construction/Demolition (C/D) Debris, as these terms are hereinafter defined.

D. Pursuant to Resolution No. 2023-01, as amended, the Authority’s Governing Board may approve out-of-County recycling facilities for processing Recovered Materials generated in the County, provided that such authorizations include provisions recited in Resolution No. 2023-01, as amended.

AGREEMENT

In consideration of mutual agreements herein contained, as well as the payment of the sum of TEN AND NO/100 DOLLARS ($10.00) from each to the other, the receipt and sufficiency of which are hereby acknowledged, the AUTHORITY and COASTAL hereby agrees as follows:

ARTICLE I
DEFINED TERMS

1.1 The foregoing Recitals and Definitions are true and correct and comprise a part of this Authorization.

1.2 As used herein, the following terms shall have the following meaning, all pursuant to Resolution 2023-01, as amended.
(a) "C/D Debris" means solid waste comprised of only materials considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard and lumber, from the construction or destruction of a structure as part of a construction or demolition project, and including rocks, soils, tree remains, trees, and other vegetative matter which normally result from land clearing or land development operations for construction project. Mixing of construction and demolition debris with other types of solid waste, including material from a construction or demolition of a structure, will cause it to be classified as other than construction debris.

(b) "Class I Waste" means solid waste which is not hazardous waste, and which is not prohibited from disposal in a lined landfill under Rule 62-701.300, Florida Administrative Code (F.A.C.).

(c) "Class III Waste" means yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the Florida Department of Environmental Protection (FDEP) which are not expected to produce leachate which poses a threat to public health or the environment.

(d) "Recovered Materials" means metal, paper, glass, plastic, textile, rubber materials, or any materials for which markets for sale, use or reuse exist and are accessible, which can be feasibly recycled using equipment at the facility and have been diverted or removed from C/D Debris, but does not include materials recovered solely for the purpose of combustion except as allowed under Section 403.706(4)(b), Florida Statutes, (2020) or any materials destined for any uses that constitute disposal.

(e) "Residue" means C/D Debris less Recovered Materials.

ARTICLE 2
ACKNOWLEDGEMENTS, WARRANTIES AND REPRESENTATIONS

2.1 COASTAL acknowledges and agrees as follows:
(a) COASTAL shall obtain and maintain all appropriate permits from governmental regulatory agencies and any other entities having jurisdiction over the Coastal Waste & Recycling of Martin County, LLC Facility, including, but not limited to, FDEP and Martin County, and shall furnish photocopies of such permits to the AUTHORITY within ten (10) working days of receipt.

(b) COASTAL shall operate the Coastal Waste & Recycling of Martin County, LLC Facility in full compliance with all applicable local, state and federal laws, rules and regulations.

(c) COASTAL may dispose of all C/D Residue at a non-Authority disposal facility, subject to the following conditions:

1. The C/D residue shall meet the FDEP definition of C/D.
2. The C/D residue shall be disposed of at a FDEP permitted facility.
3. The C/D recycling facility must maintain a recycling percentage of above 50% as specified in Authority Rule III, as may be amended and be in compliance with all other Designated Facility Agreement conditions.
4. The C/D recycling facility must identify the FDEP permitted disposal facility receiving the C/D processing residue and report the quantities shipped to other facilities for disposal. Such information shall be provided to the AUTHORITY at a time and manner determined by the AUTHORITY.

(d) C/D Debris received from Palm Beach County shall be recovered at a rate of at least fifty-one percent (51%) by weight pursuant to Section 5 of Resolution 2023-01, as amended, of the Authority.

(e) COASTAL shall keep accurate records in a form provided for herein (see attached), detailing by weight and volume C/D Debris, Recovered Materials and Residue, and shall furnish such records to the AUTHORITY on a monthly basis.

2.2 AUTHORITY acknowledges and agrees as follows:
(a) COASTAL shall be entitled to all revenues generated from tipping fees and the sale of Recovered Materials.

ARTICLE 3
MISCELLANEOUS

3.1 COASTAL shall comply with all obligations under this Authorization at its sole expense.

3.2 Performance Bond. As a condition precedent to this Authorization, COASTAL shall provide the AUTHORITY with a performance bond in the amount of $10,000.00 and shall demonstrate continuous coverage of such bond through the term of this Authorization. Such bond shall be in the form of cash, irrevocable letter of credit or surety bond or other instrument acceptable to the AUTHORITY. The amount of the performance bond may be increased or decreased in order to ensure compliance with all terms and conditions of this Authorization.

3.3 Indemnification. COASTAL shall protect, defend, indemnify, and hold harmless the AUTHORITY, its employees, officials, agents and representatives from any and all claims and liabilities including any and all attorney's fees and costs, including those associated with appeals, for which the AUTHORITY, its employees, officials, agents and representatives can or may be held liable as a result of any damage which occurs to persons or property by reason of any acts or omissions of COASTAL, its employees, agents or representatives, arising out of or connected with COASTAL's processing or disposal of C/D Debris.

3.4 All notices and other communications hereunder shall be forwarded to the parties as follows:

As to COASTAL:  Brendon Pantano
                  Chief Executive Officer
                  Coastal Waste & Recycling of Martin County, LLC
                  2481 NW 2nd Ave
                  Boca Raton, FL 33431

As to AUTHORITY: Daniel Pellowitz
                  Executive Director
                  Solid Waste Authority of Palm Beach County
                  7501 North Jog Road
                  West Palm Beach, Florida 33412

With a copy to: General Counsel SWA
                Solid Waste Authority of Palm Beach County
                7501 North Jog Road
                West Palm Beach, Florida 33412
3.5 All terms contained herein shall be binding upon and shall inure to the benefit of the permitted successors and assigns of COASTAL.

3.6 **Term of Authorization.** This Authorization shall be effective commencing on the Effective Date and expire on **June 30, 2024**, and may be terminated without cause by either party by providing written notification of termination to the other party at least ninety (90) days prior to expiration.

3.7 **Termination.** The AUTHORITY may terminate this Authorization for a breach of any material provision contained herein. "Material provision" is defined as, but not limited to, any provision required by Solid Waste Authority Resolution No. 2023-01, as amended, any provision contained in Section 2.1 of this Authorization, and the Performance Bond and Indemnification provision of this Authorization. Prior to termination, the AUTHORITY shall notify COASTAL, in writing, of any breach and COASTAL may be allowed thirty (30) days to cure said breach, except in those circumstances where the AUTHORITY determines the breach constitutes threat to the public health, safety and welfare and requires immediate termination of the Authorization, in which case this Authorization shall terminate immediately.

3.8 If any one or more of this Authorization’s terms, provisions, agreements, or obligations shall be invalid, illegal or unenforceable in any respect, the validity of the remaining terms, provisions, agreements and obligations shall be in no way affected, prejudiced or disturbed thereby.

3.9 This Authorization constitutes the entire agreement of the parties hereto and may not be amended, modified, altered or changed in any respect except by further written agreement signed by both parties.

4.0 This Authorization may be executed in multiple counterparts, and when counterparts have been executed by all parties hereto, each counterpart shall comprise an original document.

4.1 This Authorization shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

(Remainder of page intentionally left blank)
IN WITNESS WHEREOF, COASTAL and the AUTHORITY have executed this Authorization as of the date first above written.

WITNESSES FOR COASTAL WASTE & RECYCLING OF MARTIN COUNTY, LLC

__________________________

__________________________

__________________________

COASTAL WASTE & RECYCLING OF MARTIN COUNTY, LLC

__________________________ (signature)

__________________________ (print name)

__________________________ (print title)

WITNESSES FOR SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

__________________________

__________________________

__________________________

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

__________________________

Daniel Pellowitz
Executive Director

APPROVE AS TO FORM AND LEGAL SUFFICIENCY

__________________________

General Counsel
Solid Waste Authority of Palm Beach County
DESIGNATED FACILITY MONTHLY REPORT

MONTH ____________
YEAR ____________

FACILITY: ____________________________

ADDRESS: ____________________________

CONTACT PERSON: ____________________________

PHONE: ____________________________

<table>
<thead>
<tr>
<th>Total Incoming C/D (tons)</th>
<th>Palm Beach County C/D Received (tons)</th>
<th>% tons from Palm Beach</th>
<th>C/D Residue Disposed (tons)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Disposal Facility(ies) for Residue:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Recycling Rate %: ____________________________ (Total Incoming C/D - C/D Residue Disposed)

Signature ____________________________ Date __________________

Title ____________________________

Monthly reports are due by the fifteenth day of each month for the previous month's recycling activities. Please submit monthly reports to kkantor@swa.org (SWA Rule III Section 6.1(b)).
2/23/2023

Karen Kantor, Special Programs Manager
Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, FL 33412

Dear Ms. Kantor:

This letter is to formally request the renewal under Resolution No. 2023-01 as an out-of-county recycling facility designated. As a designated out-of-county recycling facility, Coastal Waste & Recycling of Martin County, LLC will accept and process Recovered Materials from Construction/Demolition (C/D) Debris generated in Palm Beach County and shall dispose of C/D residue at a FDEP permitted facility. Coastal Waste & Recycling of Martin County, LLC will operate its facility in full compliance with all applicable local, state, and federal laws, rules and regulations, as well as the Solid Waste Authority’s rules and regulations.

FACILITY INFORMATION:
NAME: Coastal Waste & Recycling of Martin County, LLC
ADDRESS: 12967 SE Suzanne Drive
CITY, ZIP: Hobe Sound, FL 33455
PHONE NUMBER: (954) 947-4000
NAME OF COMPANY PRESIDENT/OFFICER: Brendon Pantano, CEO
NAME OF FACILITY CONTACT PERSON: Chad Abell, Vice President of Operations
CONTACT PERSON EMAIL: cabell@coastalwasteinc.com

Respectfully Submitted,

[Signature]

Chad Abell
Vice President of Operations
Coastal Waste & Recycling
August 31, 2022

NOTICE OF PERMIT MODIFICATION

E-mail
cabell@coastalwasteinc.com

In the Matter of an
Application for Permit by:
Coastal Waste & Recycling of Martin County, LLC
2481 NW Second Avenue
Boca Raton, Florida 33431

/  

Attention: Mr. Chad Abell

DEP File No: 211233-009-SO

Pursuant to Sections 403.061(14) and 403.707, Florida Statutes, the Department hereby issues modification number 211233-009-SO. The following conditions of permit number 211233-008-SO are modified as follows:

<table>
<thead>
<tr>
<th>SPECIFIC CONDITIONS</th>
<th>FROM</th>
<th>TO</th>
<th>TYPE OF MODIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Page 1 Cover Page</td>
<td>Existing</td>
<td>Amended</td>
<td>Change to Permit Numbers &amp; Dates</td>
</tr>
<tr>
<td>Section 1.C Description</td>
<td>Existing</td>
<td>Amended</td>
<td>Changes to Facility Description including language regarding New MRF Building</td>
</tr>
<tr>
<td>Section 1.E</td>
<td>Existing</td>
<td>Amended</td>
<td>Revised Exhibit C language &amp; Added Exhibit D</td>
</tr>
<tr>
<td>Section 2.B.1</td>
<td>Existing</td>
<td>Amended</td>
<td>Added language &amp; references to new Drawings &amp; new Documents, regarding Concrete Pad &amp; New MRF Building</td>
</tr>
<tr>
<td>Section 2.B.2</td>
<td>Non-Existing</td>
<td>Added</td>
<td>Added language regarding New Concrete Pad &amp; MRF Building</td>
</tr>
<tr>
<td>Section 2.B.3</td>
<td>Non-Existing</td>
<td>Added</td>
<td>Language regarding Leachate Agreement</td>
</tr>
<tr>
<td>Section</td>
<td>Existing/Non-Existing</td>
<td>Status</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------</td>
<td>--------</td>
<td>-------------</td>
</tr>
<tr>
<td>2.B.4</td>
<td>Non-Existing</td>
<td>Added</td>
<td>Added language regarding New Concrete Pad &amp; MRF Building</td>
</tr>
<tr>
<td>2.B.5</td>
<td>Non-Existing</td>
<td>Added</td>
<td>Language regarding Stormwater Management System</td>
</tr>
<tr>
<td>2.B.6</td>
<td>Non-Existing</td>
<td>Added</td>
<td>Language regarding Financial Assurance</td>
</tr>
<tr>
<td>2.C.1</td>
<td>Existing</td>
<td>Amended</td>
<td>Added subsections a), b) and c) regarding Existing Building Operations, Temporary Operations, and New MRF Building Operations; respectively</td>
</tr>
<tr>
<td>2.C.2</td>
<td>Existing</td>
<td>Amended</td>
<td>Added clarification language</td>
</tr>
<tr>
<td>2.C.4</td>
<td>Existing</td>
<td>Amended</td>
<td>Added language regarding New MRF Building</td>
</tr>
<tr>
<td>2.C.6a)</td>
<td>Existing</td>
<td>Amended</td>
<td>Added Subsections 1), 2) and 3) under 6a) regarding Existing Building Operations, Temporary Operations, and New MRF Building Operations; respectively</td>
</tr>
<tr>
<td>2.C.6b)</td>
<td>Existing</td>
<td>Amended</td>
<td>Added language regarding New Concrete Pad and New MRF Building</td>
</tr>
<tr>
<td>2.C.6c)</td>
<td>Existing</td>
<td>Amended</td>
<td>Added language regarding Temporary Operations Plan (TOP) and New Concrete Pad</td>
</tr>
<tr>
<td>2.C.6d)</td>
<td>Existing</td>
<td>Amended</td>
<td>Added language regarding Existing Building Operations, Temporary Operations, and New MRF Building Operations; respectively</td>
</tr>
<tr>
<td>2.C.8</td>
<td>Existing</td>
<td>Amended</td>
<td>Added language regarding storage times</td>
</tr>
<tr>
<td>2.C.9</td>
<td>Existing</td>
<td>Amended</td>
<td>Added language regarding Existing Building Operations, Temporary Operations, and New MRF Building Operations; respectively</td>
</tr>
<tr>
<td>2.C.13</td>
<td>Non-Existing</td>
<td>Added</td>
<td>Added language regarding Leachate Control System</td>
</tr>
<tr>
<td>2.F</td>
<td>Existing</td>
<td>Amended</td>
<td>Added items now numbered as 1 and 2; and renumbered former items 1, 2, 3, and 4; and revised former number 4 now as item 3</td>
</tr>
<tr>
<td>End of Permit</td>
<td>Existing</td>
<td>Revised</td>
<td>Revised permit execution language</td>
</tr>
<tr>
<td>Appendix 2</td>
<td>Existing</td>
<td>Amended</td>
<td>Added language and Documents 13, 14 and 15</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>Existing</td>
<td>Added</td>
<td>Shows new Site plan with New MRF Building</td>
</tr>
</tbody>
</table>
Attached is Permit Number 211233-008-SO (as modified by Mod No: 211233-009-SO) and as modified by this Order. The attached permit, as Modified by Mod No 211233-009-SO, replaces all previous permits and permit modifications for this facility.

NOTICE OF RIGHTS

Judicial Review
Upon issuance of this final permit, any party to this order has the right to seek judicial review of it under Section 120.68, F.S. by the filing of a notice of appeal under Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department of Environmental Protection in the Office of General Counsel (Mail Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days after this order is filed with the Clerk of the Department.

EXECUTION AND CLERKING
Executed in Jacksonville, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Michelle Neeley
Environmental Manager Permitting Program

Attachment(s):
1. Modified Permit No. 211233-009-SO

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Brendon Pantano, Coastal Waste & Recycling, CEO - bpantano@coastalwasteinc.com
Brenda S. Clark, BSC Engineering, Inc., bclark@bscenginc.com
Tom Kallemyen, FDEP NED
Michelle Neeley, FDEP NED
Julia Boesch, FDEP NED
Alannah Irwin, FDEP SED
Jacob Davis, FDEP SED

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk
August 31, 2022
Date

ITEM 5.6
Page # 18/39
Permit Issued to:

Coastal Waste & Recycling of Martin County, LLC
2481 NW Second Avenue
Boca Raton, FL 33431
Phone # 954.947.4000
bpantano@coastalwasteinc.com

WACS Facility ID No.: 92361
Facility Name: Coastal Waste & Recycling of Martin County, LLC
Facility Address: 12967 S.E. Suzanne Drive
Hobe Sound, Florida 33455

Contact Person:
Chad Abell, Vice President of Operations
cabell@coastalwasteinc.com

Solid Waste Operation and Closure Permit Renewal – and Solid Waste Construction Permit
Class III Waste and Construction and Demolition Debris (C&D) Materials Recovery Facility
Renewal Permit No.: 211233-008-SO (Permit Version 2 – will replace previous versions)
as Modified by Permit Mod. No. 211233-009-SO

Permit (Version 1) Issued: June 11, 2021
Permit Mod. No. 211233-009-SO Issued: August 31, 2022
Permit Renewal Application Due Date: 61 days prior to the expiration date
Permit Expires: June 11, 2026

Permitting Authority
Florida Department of Environmental Protection - Northeast District Office
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256
Phone # 904.256.1700

Compliance Authority
Florida Department of Environmental Protection - Southeast District Office
3301 Gun Club Road MSC 7210-1
West Palm Beach, Florida 33406
Phone # 561-681-6600
SECTION 1 - SUMMARY INFORMATION

A. Authorization

The Permittee is hereby authorized to operate, monitor, maintain, and close the Coastal Waste & Recycling of Martin County, LLC, Class III Waste and Construction and Demolition Debris (C&D) Materials Recovery Facility (Facility) in accordance with the specific and general conditions of this permit and any documents attached to this permit or specifically referenced in this Permit and made a part of this Permit.

This solid waste renewal operation without construction permit is issued under the provisions of Chapter 403, Florida Statutes, Florida Administrative Code Chapters 62-4, and 62-701.

This Permit does not relieve the Permittee from complying with any other appropriate local zoning or land use ordinances or with any other laws, rules or ordinances. Receipt of any permits from the Department does not relieve the applicant from obtaining other federal, state, and local permits and/or modifications required by law, including those from other Sections within the Department or of the Water Management District.

B. Facility Location

The Coastal Waste & Recycling of Martin County, LLC facility is located at 12967 S.E. Suzanne Dr., Hobe Sound, Florida 33455, in Section 28, Township 38S, Range 42E in Martin County, Florida (Latitude 27° 2' 24" North and Longitude 80° 9' 0" West (Parcel Id: 28-39-42-000-005-00000-0)

C. Facility Description

The Facility is a Material Recovery Facility currently authorized to accept up to 2,000 cubic yards of waste per day. The Facility intends to demolish the existing building and in its place construct and operate a new 27,694 square feet MRF Building (New MRF building) which will also have greater capacity processing equipment. Once the new MRF Building is constructed and processing equipment installed, the Facility may then accept up to 4,000 cubic yards of Class III and C&D waste per day. In both the existing and new MRF building, the Facility will process Class III solid waste, construction and demolition debris, and yard trash.

The Facility is not permitted to accept Class I waste. The recyclable materials include ferrous and non-ferrous metals, aluminum cans, plastics, glass, cardboard, wood, roofing materials, concrete and rock. The Facility may grind yard trash, land clearing debris, and clean wood (wood that meets the definition of clean wood in Chapters 62-701 and 62-709, FAC.), to produce mulch, on condition the Facility obtains and maintains a yard trash processing registration separate of this permit, authorizing it to do so. Recyclable materials may be transported to recycling facilities that are permitted and/or authorized to accept them. Waste residuals, fines, and unauthorized waste are transferred to appropriately permitted disposal facilities.
The new 27,694 square foot MRF Building will at a minimum consist of: three walls; a roof; four-inch thick concrete pad that will slope towards a leachate control trench; and a leachate collection system (LCS). The LCS will include a leachate control trench, leachate transmission pipes, leachate collection sump and leachate storage tank, During the construction project, a new 4-inch thick concrete pad that will extend beyond the Building will also be constructed.

The existing Facility design includes a Groundwater Quality Monitoring (GWQM) System since the existing building (to be replaced) does not have a leachate collection system. During construction of the new MRF Building, the Facility may conduct temporary operations (TOPs) on the new four-inch concrete pad, which will be constructed within the existing GWQM system network, after the pad is constructed and certified. During TOPs the Facility may accept only C&D waste and yard trash, and is to conduct operations in accordance with the permit, permit documents, and yard trash processing registration.

The Stormwater management system is not permitted under this permit and is instead to continue to be permitted by the South Florida Water Management District, under an Environmental Resource Permit (e.g., Individual Environmental Resource Permit No. 43-104022-P), separate of this permit.

D. Appendices Made Part of This Permit

APPENDIX 1 – General Conditions

APPENDIX 2 – List of Documents Incorporated into this Permit (Note that Documents referenced throughout the Permit are listed in APPENDIX 2)

E. Attachments for Informational Purposes Only

Exhibit A – Groundwater Monitoring Well Locations Figure

Exhibit B – Zone of Discharge Figure

Exhibit C – Site Plan with Waste Storage Areas including Existing Building Prior to New 27,694 square feet MRF Building

Exhibit D – Site Plan with New 27,694 square feet MRF Building and new Storage Areas.

SECTION 2 - SPECIFIC CONDITIONS

A. Administrative Requirements

1. Documents Part of This Permit. The permit application as revised in final form replaced or amended in response to the Department's Request(s) for Additional Information are contained in the Department's files and are made a part of this permit. Those documents that make up the complete permit application are listed in APPENDIX 2. Note that Documents referenced throughout the Permit are listed in APPENDIX 2.
2. **Permit Modification.** Any change to construction, operation, monitoring, or closure requirements of this Permit may require a modification to this Permit, in accordance with the provisions of Rule 62-701.320(4), F.A.C.

3. **Permit Renewal.** In order to ensure uninterrupted operation of this Facility, a timely and sufficient permit renewal application must be submitted to the Department in accordance with Rule 62-701.320(10), F.A.C. A permit application submitted at least 61 days prior to the expiration of this permit is considered timely and sufficient.

4. **Transfer of Permit or Name Change.** In accordance with Rule 62-701.320(11), F.A.C., the Department must be notified by submitting Form 62-701.900(8) within 30 days: (a) of any sale or conveyance of the facility; (b) if a new or different person takes ownership or control of the facility; or (c) if the facility name or permittee’s legal name is changed.

### B. Construction Requirements

The Existing building, which is proposed to be replaced, was previously constructed and certified. The Permittee intends to demolish that existing building and in its place construct the new MRF Building.

1. **General Construction Requirements for New Concrete Pad and New MRF Building.** All construction shall be done in accordance with the approved Construction Plans including Figure 4 of Document 14 for the concrete pad; and Engineering Drawings including Drawing Sheet C-02 of Document 14, and Drawing sheet C-01 of Document 15 for the new MRF Building. Per those documents the new concrete pad, both inside and outside of the building, shall be a minimum of 4 inches thick. The New concrete pad and New MRF Building shall be constructed at a minimum as follows:

   a) **New Concrete Pad for Temporary Storage Area.**
      1) The concrete pad shall be located within the existing groundwater quality monitoring (GWQM) network, as shown on Figure 4 of Document 14.
      2) The concrete pad shall be a minimum of four inches thick and shall be graded to direct surface water runoff away from wetlands.
      3) In the area of the temporary operations, the edge of the concrete paved area is to be approximately 1 foot higher than the temporary tipping and storage area as described in the Additional Information section of Document 13.
      4) Additionally, stormwater controls (e.g., hay bales with silt fence) shall be in place as shown on Figures 4 of Document 14 to prevent runoff to wetlands.
      5) The Limits of the tipping, storage, and loading out areas are marked in the field with white striping as shown and noted on Figure 4 of Document 14.
b) **New MRF Building**

1) The Building shall be 27,694 square feet as shown in Figure 4 of Document 14 (approximately 230 feet and 8 inches, by 120 feet and 2 inches) and Drawing C-01 of Document 15.

2) The Building tipping floor shall be a minimum 4-inch thick concrete pad that is graded to slope down towards the leachate control trench, at a minimum 1 percent slope as shown on Drawing C-02 of Document 14.

3) The Building Leachate collection system is to include the leachate control trench, transmission pipes, leachate collection sump and minimum 1,000-gallon dual walled leachate storage tank, as shown on Drawing C-02 of Document 14.

4) The Building shall have three walls, with roof as shown in Drawings of Document 14.

The Department shall be notified before any changes, other than minor deviations, to the approved Construction Plan are implemented in order to determine whether a permit modification is required.

2. **Certification of Construction Completion.** Certification of Construction Completion for the new Concrete Pad and new MRF Building may be in two phases, with the Concrete Pad for the temporary Operations (TOP) as Phase 1, and New MRF Building as Phase 2. Upon completion of construction and prior to accepting any waste on the new concrete pad, and within the new MRF Building at the facility, the engineer of record shall certify to the Department in accordance with Rule 62-701.320(9)(b), F.A.C., that the permitted construction for each respective Phase, is complete and was done in substantial conformance with the approved construction plans except where minor deviations were necessary. In other words, if constructed in two phases, then two certifications will need to be provided, with the first one certifying the concrete pad (for TOP); and the second one certifying the New MRF Building with leachate collection system. For each Phase, all deviations shall be described in detail and the reasons therefore enumerated.

3. **Leachate Agreement for New MRF Building.** The Permittee shall obtain a written agreement with a permitted wastewater treatment plant (WWTP) for the treatment and disposal of the leachate, with a copy of the agreement provided to the Department prior to accepting waste in the new MRF building.

4. **Approval of Certification for New MRF Building.** The permittee shall not accept solid waste on the new concrete pad nor within the new MRF building, until one of the following has occurred for each respective phase: (1) the Department has stated in writing that it has no objection to the respective certification of construction completion; or (2) at least 30 days have passed since the respective certification was submitted and the Department has not responded in writing to the certification.

5. **Stormwater management.** Prior to accepting waste within the new MRF Building, the Permittee shall ensure it has the constructed the required stormwater management system, which is to additionally service the new MRF Building and associated additional proposed paved/concrete areas, as permitted by the South Florida Water Management District (e.g., under Individual Environmental Resource Permit No. 43-104022-P).
6. **Financial Assurance and New MRF Building.** The Facility shall be in compliance with the Financial Assurance requirements of this Permit (condition Section 2 G 1 of this permit) prior to accepting waste in the new MRF Building.

**C. Operation Requirements**

1. **General Operating Requirements.** The Permittee shall operate the Facility in accordance with the approved Operations and Temporary Operations Plan, and as modified by this permit. The Department shall be notified before any changes, other than minor deviations, to the approved Operation and Temporary Operations Plan are implemented in order to determine whether a permit modification is required.

   a) **Operations within Existing Building to be Replaced.** Prior to the demolition of the existing building, the Permittee shall operate the Facility within that building in accordance with the Operations Plan of Document 12 (of APPENDIX 2);

   b) **Temporary Operations During Construction Period.** During construction of the new building, the Facility may conduct temporary interim operations at the site, on condition the following items and/or conditions are met at a minimum:
   1) The Facility conducts operations in accordance with the Temporary Operation Plan for Construction Period (TOP), contained in Appendix D of Document 13.
   2) The Facility accepts only construction and demolition debris and yard waste, and the C&D waste is placed, stored, and loaded out, only upon the new certified concrete pad.
   3) The Facility obtains and maintains a yard trash processing registration (separate of the permit) for the acceptance of dedicated loads of yard trash.
   4) The Facility maintains stormwater controls (i.e., hay bales with silt fence) around the perimeter of the temporary operating area to limit runoff as shown in Figures 4 of Document 14. Runoff from the temporary operations area shall be managed as to not be allowed to enter the wetlands nor surface water bodies.
   5) The Facility shall maintain the marked Limits of the tipping, storage, and loading out areas as noted on Figures 4 of Document 14 to help ensure waste is not placed outside those waste limits.
   6) The Facility shall manage the facility as to not have objectional odors beyond the property boundary and shall control litter as described in Document 13. Any Class I waste inadvertently accepted shall be removed from the site within 48 hours pursuant to the TOP.

   c) **Operations within the new MRF Building.** After the new MRF Building is constructed and certified with certification accepted, the Facility may resume accepting both C&D and Class III waste within that new Building with leachate collection system (LCS). The Facility shall then operate the Facility in accordance with the approved Operations plan provided in Attachment A of Document 13.

Upon commencing waste acceptance in the new MRF building, the Facility shall cease the temporary interim C&D waste operations on the concrete pad outside the building.
15 days of commencing waste acceptance in the new MRF Building the Facility shall remove all C&D waste from that temporary operations area; unless an alternate time frame is proposed to and accepted by DEP.

2. **Authorized Waste and Material Types.** The Facility is authorized to manage only the following:

   a) Construction and Demolition Debris as defined in Rule 62-701.200, F.A.C.

   b) Class III waste as defined in Rule 62-701.200, F.A.C. (within the certified buildings)

   c) Recovered Materials as defined in Rules 62-701.200 & 62-722, F.A.C.

   d) Yard Trash as defined in Rule 62-701.200, F.A.C. may be accepted. However, in order to store yard trash outdoors or to process/grind yard trash at the site, the Facility shall obtain and maintain a yard trash processing registration (i.e., a Source-Separated Organics Processing Facility Registration) pursuant to Chapter 62-709, which is separate of this permit. Instructions on how to submit annual report and conduct annual registration may be found at: https://floridDep.gov/OrganicsRecycling

3. **Unauthorized Waste Types.** The Facility is not authorized to accept or manage any waste types not listed in C.2. above. Any unauthorized waste inadvertently received by the facility shall be managed in accordance with the approved Operations Plan. Putrescible waste shall be removed for disposal within 48 hours. The Facility shall not crush regulated asbestos containing waste, and if discovered to have been inadvertently received, shall remove it from the waste stream and temporarily store it within the building until removal to a facility permitted/authorized to accept it pursuant to Rule 62-701, F.A.C. This permit also does not authorize the crushing of concrete. Additionally, this permit does not authorize any final uses of materials recovered at the Facility.

   If any regulated hazardous wastes are discovered to be improperly deposited at the facility, the facility operator shall promptly notify the Department, the person responsible for shipping the wastes to the facility, and the generator of the wastes, if known. The area where the wastes are deposited shall immediately be cordoned off from public access. If the generator or hauler cannot be identified, the facility operator shall assure the cleanup, transportation, and disposal of the waste at a permitted hazardous waste management facility.

4. **Maximum Storage Quantities.** The maximum operating capacity of the Facility is 2,000 yd³ per day prior to the new MRF building; and 4,000 yd³ per day after the New MRF Building is constructed and certified.

5. **Facility Capacity.** The Permittee shall not accept additional Class III or C&D waste for processing if it has reached its permitted and/or design capacity whichever occurs first, until sufficient storage capacity has been restored.
6. **Storage and Management.**

a) Maximum Storage during the Three Phases.

1) **During Operations When Accepting Waste In Existing Building to be Replaced.** During this time the Permittee may continue to accept up to 2,000 cubic yards of waste per day on condition it has the capacity to manage that amount. In no case, shall the Facility exceed the storage volume of any one category of waste shown in the closure cost estimate and in Table 1 - Summary of Material Recovery Facility Costs, provided in Attachment E of Document 11. For instance, the Facility shall not have at the facility at any one time more than a total of 600 cubic yards of unprocessed Class III waste and C&D waste combined together, no more than 300 cubic yards of reject processed Class III waste and C&D waste combined together, and so forth per the aforementioned cost estimate table.

2) **During Temporary Operations During the Construction Period.** During this time the Permittee shall not exceed the tipping, storage and loading out areas as shown on Figures 4 of Document 14.

3) **During Operations** When Accepting Waste in new MRF Building. During this time, the Permittee may accept up to 4,000 cubic yards of waste per day on condition it has the capacity to manage that amount. The Facility shall not exceed the storage volumes of waste as shown in Table 1 - Summary of Material Recovery Facility Costs and Summary of Storage Area Table on Drawing C-01, both of Document 15. For instance, the Facility shall not have at the facility at any one time more than a total of 2,400 cubic yards of unprocessed Class III waste and C&D waste combined together; no more than 1,200 cubic yards of reject processed Class III waste and C&D waste combined together; and so forth per the aforementioned tables (of Document 15). When accepting both Class III waste and C&D waste, in order to remove residuals to a C&D facility, concrete barriers shall be provided to keep the Class I and III waste piles separate of each other as noted on Drawing C-01 of Document 15. If the two waste streams are not kept separated, then the C&D waste should also be managed as Class III waste. The waste within the Building should also not be piled higher than 12 feet as indicated in the aforementioned tables, nor higher than the reach of the equipment being used by the facility (e.g., excavator).

b) All incoming Class III and C&D waste; fines generated from the shaker box; and residue generated from the picking line, including contaminated concrete and unclean wood; shall be processed and stored within the respective Building in accordance with the Operations Plan until removal to a facility permitted to accept it. All material processing shall be conducted within the existing building per Section 1.2 of the Operations Plan of Document 12, and within the new MRF Building per Section 1.2 of the Operations plan of Document 13. As an exception C&D waste may temporarily be placed upon and processed on the new certified concrete pad in accordance with Figure 4 and Figure 1 of Appendix D of Document 14, the TOP of Document 13, and with this permit.
c) No storage of unseparated incoming, processed, unprocessed and non-processible Class III and C&D solid waste is allowed outside the building with the exception of yard waste per the Facility’s yard trash processing registration, C&D during temporary operations during construction period, and recovered materials removed from the waste stream. Those recovered materials that may be stored outside at the locations shown on the site Plan of Document 15 are as follows: recovered uncontaminated concrete, cardboard, recovered metals (in roll-offs), plastic (in roll-offs), clean wood as defined in Rule 62-701.200, F.A.C., yard waste, mulch, and incidental tires (in roll-off).

d) Storage of waste outside the building, including in containers, shall be done in a manner that does not result in vector breeding or animal attraction, or discharge of contaminants to the land or ground water or surface water that causes water quality standards or criteria of receiving waters to be violated, a public nuisance, or violations of the conditions of this permit. Waste storage areas shall be as shown in the Drawings of Document 12 for existing operations; Document 14 for temporary Operations; and Document 15 and Exhibit D after the New 27,694 sq. foot MRF Building is constructed. Those respective storage areas should not be relocated without consulting with DEP to determine if a permit modification is needed.

7. **Contingency Plan and Notification of Emergencies.** The Permittee shall notify the Department in accordance with the approved Contingency Plan. Notification shall be made to the Compliance (CAP) Solid Waste Section of DEP’s Southeast District Office at: DEP_SED@dep.state.fl.us Southeast.District@floriddep.gov or 561-681-6600.

8. **Housekeeping.** The Facility shall be operated to control dust, vectors, litter and objectionable odors. The Facility shall be operated to control objectionable odors in accordance with subsection 62-296.320(2), F.A.C. Incoming wastes shall be processed within 48 hours. During temporary operations during the construction period, unauthorized putrescible waste such as Class I waste shall be removed for disposal within 48 hours. During normal operations, when placing waste within a building, Class I waste may be stored on site for up to seven day, on condition odors and vectors are controlled. Any other unauthorized waste discovered to have been received by the facility shall be removed from the waste stream, temporarily stored within the building, and transported to an authorized disposal or recycling facility within 30 days of receipt.

A trained operator shall be on duty whenever the facility is operating. At least one trained spotter, which may also be a trained operator, shall be on duty at all times that waste is received at the site to inspect the incoming waste. All incoming waste shall be inspected, with unauthorized waste removed from the waste stream and stored within the building, until removed for disposal at a permitted facility.

9. **Processing Requirements.** Tipping and processing of solid waste shall be conducted inside of the Waste Processing and MRF Building. All incoming Class III and C&D waste shall be placed, spotted, and processed within the existing building in accordance with the Operations Plan and Site plan of Document 12 and Exhibit C; and within the New MRF
Building in accordance with the Operations Plan of Document 13 and Site plan of Document 15 and Exhibit D.

As an exception C&D waste may temporarily be placed upon and processed on the new certified concrete pad during the construction of the new Building as described and in accordance with the Drawings of Documents 14 and Temporary Operation Plan (TOP) of Document 13, and with the above condition numbers, (e.g., Section 2B and Section 2.C.6.b). Once waste is accepted in the new MRF building, C&D waste is to no longer be placed outside the building, and any remaining C&D waste outside the building shall be removed within 15 days of accepting waste within the new MRF building.

After the new Building is constructed, including the LCS, with its certification accepted; acceptance and processing of both C&D and Class III waste may commence within that new MRF building.

Any Class I solid waste inadvertently accepted with the Class III and C&D waste streams shall be separated ("pre-processed") from the incoming solid waste within the waste processing building concrete pad immediately upon receipt and prior to crushing the waste.

10. Unacceptable Waste and Notification. This Facility shall not accept or process any material suspected of being asbestos, hazardous or biomedical wastes. Should any asbestos, hazardous and/or biomedical wastes be delivered at the facility, the Permittee shall immediately notify the Department’s Southeast District, and shall arrange for the wastes to be returned to the generator or disposed of in accordance with applicable Department rules.

11. Fines and Recovered Screen Material (RSM) Requirements. The Permittee is not authorized to generate Recovered Screen Material (RSM) which is defined in Chapter 62-701, FAC (Rule 62-701.200(97), F.A.C.). Fines may be generated at Facility as described in the Operations Plan of Document 12, which includes removing CCA and other treated wood, asbestos containing waste if suspected, and unauthorized waste, before crushing the waste and generating the fines from the shaker box. The fines generated from the shaker box shall be kept within the building until removed to a C&D landfill for disposal (if generated from C&D waste) or to a Class III landfill for disposal (if generated from Class III waste) or other facility permitted to accept the fines. This permit does not authorize any final uses for the fines.

12. Recording and Reporting.

a) Operational records shall be maintained to include a daily log of the quantity of solid waste received, processed, stored, and removed from the site for recycling or disposal, and the county of origin of the waste, if known. These records shall include each type of solid waste, recovered materials, residuals, and unacceptable waste which is processed, recycled, and disposed. Such records shall be compiled on a monthly basis and shall be available for inspection by the Department. Records shall be retained at the facility for three years.
b) The Permittee shall submit an annual report for construction and demolition debris facility on Form 62-701.900(7). This report shall include a summary of the amounts and types of wastes disposed of or recycled. The county of origin of materials which are recycled, or a statement that the county of origin is unknown, shall be included in the report. The report shall be submitted no later than February 1 of each year, and shall cover the preceding calendar year. This report shall be sent electronically through the business portal: https://www.fldepportal.com/go/home/.

13. Leachate Control System. The New MRF Building as shown in Drawing C-02 of Document 14, shall be operated with the leachate control system to prevent discharge of leachate and avoid mixing of leachate with stormwater, and to minimize the presence of standing water. The leachate control system, including the leachate control trench, leachate transmission pipes, leachate collection sump, and 1,000-gallon leachate storage tank (dual wall); shall be maintained to function as designed.

D. Water Quality Monitoring Requirements

The Renewal Permit Application for the Coastal Waste & Recycling of Martin County, LLC was received pursuant to Chapters 62-4, 62-160, 62-302, 62-520, 62-532, 62-550, and 62-701. Florida Administrative Code (F.A.C.). Coastal Waste & Recycling of Martin County, LLC was notified on June 10, 2021 that Evaluation Monitoring shall be initiated. In addition to those requirements specified in Rule 62-701.510(6)(a), F.A.C., water levels shall be measured in the on-site monitoring wells on a monthly basis for a one-year period, starting within 15 days of issuance of the permit. At the end of first 6 month, the permittee shall provide the Department with a summary of the monthly groundwater elevations, groundwater contour maps, and the flow direction. Within 15 days of the final monthly elevation monitoring, the permittee shall provide the Department with a summary of the 12 months of groundwater elevation data, groundwater contour maps, and flow direction. In addition, an evaluation on the adequacy of the groundwater monitoring frequency and sampling locations at the site based on the groundwater flow direction shall be provided to the Department within 15 days of the final monthly elevation monitoring.

1. The locations of the existing groundwater monitoring wells sampling points are shown on Exhibit A.

2. All new or replacement monitoring wells shall be constructed and/or abandoned in accordance with Chapter 62-532, F.A.C., and the approved Groundwater Monitoring Plan. All new monitoring wells shall be installed by a Florida certified water well contractor. Well completion reports and a new Exhibit A, shall be submitted to the Department within thirty (30) days of completion of installation.

3. Pursuant to Rule 62-701.510(3)(d), F.A.C., the location of each monitoring well in degrees, minutes and seconds of latitude and longitude, the Universal Transverse Mercator (UTM), and the elevation of the top of well casing to the nearest 0.01 foot, NGVD, shall be determined by a Registered Florida Land Surveyor within fourteen (14) days of the certified completion of all new wells proposed for this permit, and within sixty (60) days of permit issuance for all existing wells. A drawing illustrating the surveyed information, signed and sealed by a Registered Florida Land Surveyor, shall be
submitted to the Department within forty-five (45) days of each survey.

4. Well development prior to sampling events and purge/sampling water discharges shall be followed pursuant to the Department's Standard Operating Procedures for Field Activities, DEP SOP-001/01 or any Department approved standard operating procedure which may be in force at the time. Any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health (DOH) under Chapter 64E-1, F.A.C., where such certification is required by Rule 62-160.300, F.A.C. The laboratory must be certified for all specific method/analyte combinations that are used to comply with this permit.

5. All monitoring wells shall be clearly identified and maintained in good condition to prevent or minimize sampling interference, loss of well integrity or vandalism. All monitoring wells shall have well maintained concrete pads and be kept properly sealed and locked. Monitoring wells finished above grade shall be protected by bumper guards and steel risers. Monitoring wells finished at or below grade shall have traffic-bearing, steel-plate cover assemblies.

6. The Permittee shall maintain reasonable access to all of the monitoring well stations required by this permit. Should any of these monitoring well stations be damaged, vandalized in any manner, or destroyed, the permittee shall notify the Department immediately upon discovery. The notification shall include pertinent information as to the cause, and what steps are being taken to replace the monitoring well station and prevent the recurrence of such problems in the future.

**Groundwater Testing and Reporting Requirements**

7. In the event of an emergency and/or discharge to ground water, the permittee shall notify the Department in person or by telephone within one business day of the incident and shall submit a written report describing the incident to the Department within three business days of the start of the incident. In addition, a final written report shall be sent to the Department within two (2) weeks of the incident. The final report shall contain a complete description and discussion of the cause of the emergency and/or discharge, the anticipated time that the discharge, if any, will continue, the steps that will be taken to evaluate, reduce, eliminate, and prevent recurrence of the event, and all other information deemed necessary by the Department.

8. The evaluation monitoring wells and affected monitoring wells (ones with levels above the Department's water quality standards or criteria specified in chapter 62-520, F.A.C.) shall be sampled and analyzed quarterly (during the months of January, April, July, and October with the evaluation monitoring wells sampled and analyzed after their installation) so long as the Facility remains in Evaluation Monitoring pursuant to Rule 62-701.510(6)(a)3, FAC.; while the remainder of the monitoring wells shall continue to be analyzed at a minimum of semi-annually (during the months of January and July). The wells in quarterly monitoring may return to semi-annual monitoring once no longer in Evaluation Monitoring. All the monitoring wells shall be analyzed for the parameters.
listed in rule 62-701.730(8)(c), F.A.C., (pursuant to Rule 62-701.710(1)(d)2&3, F.A.C.); which includes the following.

Also note that all wells shall be considered compliance wells for the duration of Evaluation Monitoring; or until after the groundwater monitoring well elevation and groundwater flow direction evaluation is completed, and the Permittee demonstrates otherwise based on those evaluations, and the permit modified accordingly to relabel/reassign the well type (background, compliance, etc.).

<table>
<thead>
<tr>
<th>Field Parameters</th>
<th>Laboratory Parameters</th>
</tr>
</thead>
<tbody>
<tr>
<td>pH</td>
<td>Aluminum</td>
</tr>
<tr>
<td>Turbidity</td>
<td>Chlorides</td>
</tr>
<tr>
<td>Temperature</td>
<td>Nitrate</td>
</tr>
<tr>
<td>Specific conductivity</td>
<td>Sulfate</td>
</tr>
<tr>
<td>Dissolved oxygen</td>
<td>Total dissolved solids (TDS)</td>
</tr>
<tr>
<td>Water elevations</td>
<td>Iron</td>
</tr>
<tr>
<td>Colors and sheens</td>
<td>Sodium</td>
</tr>
<tr>
<td>(by observation)</td>
<td>Arsenic</td>
</tr>
<tr>
<td></td>
<td>Cadmium</td>
</tr>
<tr>
<td></td>
<td>Chromium</td>
</tr>
<tr>
<td></td>
<td>Lead</td>
</tr>
<tr>
<td></td>
<td>Mercury</td>
</tr>
<tr>
<td></td>
<td>Total ammonia – N</td>
</tr>
<tr>
<td></td>
<td>Xylenes</td>
</tr>
<tr>
<td></td>
<td>Those parameters listed in EPA Methods 601 and 602</td>
</tr>
</tbody>
</table>

9. Groundwater level elevations shall be measured within 1/100th of a foot in reference to NGVD for all wells and submitted quarterly so long as the Facility remains in Evaluation Monitoring and semi-annually thereafter, along with elevation references for top of casing (TOC), to the Department along with the quarterly and semi-annual data.

10. All groundwater quality parameters and analytical results, sampling and analytical methods, method detection limits, applicable water quality standards, storet codes, TOC elevation, water level measurements, groundwater elevations, monitoring well identification number, monitoring well name, monitoring well type (background, compliance or detection), sample collection date, sample analysis date, facility name and facility identification number shall be recorded and submitted certified by the Permittee for the Facility to the Department within the timeframes required in this Condition. A report presenting a summary or trend analysis of any water quality standards or criteria that are exceeded, including elevations of parameters above background levels shall be included with the analytical results.

11. The quarterly and semi-annual analytical results for groundwater shall be submitted to the Department no later than the fifteenth day of the second month following each sampling event.

12. Any new monitoring well that is installed after completion of the site hydrogeological

Page 13
investigation, unless the new monitoring well is installed to replace an existing well within the monitoring network, shall also be analyzed for initial background water quality parameters listed in and in accordance with Rule 62-701.510(5)(b)2, F.A.C., except that analysis shall also include sulfate and aluminum pursuant to Rules 62-701.730(8)(d), and 62-701.710(1)(d)2&3, F.A.C., as listed below:

Field Parameters

Static water level in wells before purging
Specific Conductivity
pH
Dissolved Oxygen
Turbidity
Temperature
Colors and Sheens (by observation)

Laboratory Parameters
Aluminum
Chlorides
Nitrate
Sulfate
Total Dissolved Solids (TDS)
Iron
Sodium
Mercury
Total ammonia - N
Those parameters listed in 40 CFR Part 258 Appendix I & II

13. Electronic Reporting. Required water quality monitoring reports and all ground water analytical results shall be submitted electronically. Water quality monitoring reports shall be submitted in Adobe pdf format. The water quality data Electronic Data Deliverable (EDD) shall be provided to the Department in an electronic format consistent with requirements for importing the data into the Department's databases. Water quality monitoring reports shall be signed and sealed by a Florida registered professional geologist or professional engineer with experience in hydrogeological investigations and shall include the following:

1. Cover letter;
2. Summary of exceedances and recommendations;
3. Ground water contour maps;
4. Chain of custody forms;
5. Water levels, water elevation table;
6. Ground Water Monitoring Report Certification, using the appropriate Department form;
7. Appropriate sampling information on Form FD 9000-24 (DEP-SOP-001/01); and,
8. Laboratory and Field EDDS and error logs, as applicable.

All submittals in response to this specific condition shall be sent both to the District at:
Florida Department of Environmental Protection
Compliance Assurance Program
Southeast District Office
3301 Gun Club Road MSC
7210-1
West Palm Beach, Florida 33406
And to the Tallahassee office at:
Florida Department of Environmental Protection
Solid Waste Section
2600 Blair Stone Road, MS 4565
Tallahassee, Florida, 32399-2400

14. The Department (Department's Southeast District office), Compliance Assurance Program), shall be notified in writing at least fourteen (14) days prior to any well installation or regular sampling event so that the Department may observe the drilling, sampling, or collect split samples, if desired.

Compliance Monitoring Requirements

15. If parameters are detected at concentrations significantly above those water quality levels established as background for the site, or which are at levels above the Department's water quality standards or criteria specified in Chapter 62-520, F.A.C., in any compliance well, the affected compliance well may be resampled for confirmation purposes within fifteen (15) days after the permittee's receipt of the data. The Department's Compliance Assurance Program (Southeast District) must be notified seven (7) days prior to any confirmatory resampling event at this site. Should the permittee choose not to resample, the Department will consider the water quality analysis as representative of current ground water conditions at the facility. If the data is confirmed, or the permittee chooses not to resample, the permittee shall notify the Department in writing within fourteen (14) days of this finding. The Department may require additional monitoring wells or samples to be taken if analyses indicate that groundwater contamination must be more specifically defined in extent or concentration.

Zone of Discharge

16. The zone of discharge for this site shall be in accordance with Chapter 62-520, F.A.C., extending horizontally to the Zone of Discharge boundary, as shown on Exhibit B and vertically to the first continuous confining layer.

Quality Assurance and Quality Control Requirements

17. All sampling and analysis, recording and reporting activities shall be in accordance with the Department's quality assurance and quality control requirements described in Chapter 62-160, F.A.C. All field activities including on-site tests and sample collection, whether performed by a laboratory or another organization, must follow all applicable procedures described in DEP-SOP-001/01. Alternate field procedures and laboratory methods may be used if they have been approved according to the requirements of Rules 62-160.220 and 62-160.330, F.A.C.

18. The evaluation monitoring wells and affected detection/compliance wells shall be analyzed quarterly so long as the Facility remains in Evaluation Monitoring pursuant to
Rule 62-701.510), while the remainder of the wells shall continue to be analyzed semi-
annually. The quarterly and semi-annual analytical results for groundwater shall be
submitted to the Department no later than 60 days from the date of the laboratory
analytical report. The results shall be submitted with a letter that summarizes the
information, including any anomalous data or events, that may affect the data, applicable
water quality standards, exceedances of Department standards or criteria, confirmation
sampling events, applicable charts or graphs or any standards or criteria, confirmation
sampling events or any information related to the water quality monitoring network.

19. In accordance with Rule 62-701.510(6)(c), F.A.C., if any contaminants are detected and
confirmed in compliance wells in concentrations that exceed both background levels and
Department water quality standards or criteria, the permittee shall notify the Department
within 14 days of this finding and shall initiate corrective actions pursuant to the
applicable portions of Chapter 62-780, F.A.C. Evaluation monitoring shall continue
according to the requirements of Rule 62-701.510(6)(a), F.A.C.

20. For purposes of this Permit, Chapter 62-780, F.A.C., is intended to apply only to
violations of ground water quality standards and criteria outside of the Facility’s
permitted zone of discharge. Nothing herein is intended to limit a person’s liability for
site rehabilitation resulting from unauthorized spills, leaks, or discharges of pollutants or
hazardous substances.
   a. The provisions in Chapter 62-780, F.A.C., regarding assessment and
      remediation of contamination in soils do not apply.
   b. The provisions in Chapter 62-780, F.A.C., regarding source removal, de
      minimis discharges, emergency response actions, interim source removal, do not apply.
   c. To the extent that any requirements in Chapter 62-780, F.A.C., regarding notice,
      quality assurance, professional certification, frequency of sampling events, emergency
      response, or long-term care may conflict with similar requirements in Chapter 62-701,
      F.A.C., or in a facility’s permit conditions, the requirements in Chapter 62-701, F.A.C.,
      or this permit, shall govern.

21. For purposes of this Permit, the following definitions in Chapter 62-780, F.A.C., shall
have the following meanings:
   a. “Cleanup target level” means primary and secondary ground water standards,
      ground water minimum criteria, surface water standards, and surface water toxicity and
      human health criteria, which are specified in Chapter 62-777, F.A.C.
   b. “Contaminated site” means any surface water or ground water outside of the
      facility’s zone of discharge that contains contaminants that may be harmful to human
      health or the environment.

E. Gas Management System Requirements

[There are no gas management requirements for this Facility]
F. Closure Requirements

1. Regarding the demolition of the existing (old) building, any hazardous materials, if present, should be removed from the structure and managed properly, prior to its demolition, and be managed in accordance with applicable federal, state, and local regulations.

2. The Facility shall cease accepting waste in the temporary operations area (shown on Figure 4, of Document 14) upon commencing waste acceptance in the new MRF building. Within 15 days of commencing waste acceptance in the new MRF building, the Facility shall remove all C&D waste from that temporary operations area, unless an alternate schedule is requested to and approved by DEP.

3. Since the Facility has a groundwater water quality monitoring system in lieu of an operating leachate collection system for the existing building (which is to be replaced by the New MRF Building) shown on Figure 2, and for the Temporary Operations area, shown on Figure 4, both of Document 14, the Facility shall perform the contamination evaluation pursuant to Rule 62-701.710(1)(d)2, F.A.C., as part of its closure activities (i.e., within 180 days of final waste shipment within the temporary operations area). If that evaluation indicates the potential for ground water contamination, the Facility shall continue to operate the water quality monitoring system pursuant to Rule 62-701.710(1)(d)2, FAC, until the evaluation monitoring is no longer required by the Department (e.g., by the SED) pursuant to Chapter 62-701, FAC.

4. The owner or operator shall notify the Department in writing prior to ceasing operations at the site, and shall specify a closing date. No waste shall be received by the Facility after the closing date. In the event of closure of this Facility, the Permittee shall be responsible for the removal of all processed and unprocessed solid waste or residue to a facility approved by the Department for disposal or processing within 30 days after receiving the final solid waste shipment. Failure to properly remove all solid waste or residue and close the site may result in forfeiture of the financial mechanism to the Department.

5. The Permittee shall close the waste processing facility in accordance with the provisions of the approved Closure Plan. The Department shall be notified before any changes, other than minor deviations, to the approved Closure Plan are implemented in order to determine whether a permit modification is required.

6. Closure must be completed within 180 days after receiving the final solid waste shipment at the site. Closure shall include removal of all recovered materials from the site. The owner or operator shall certify in writing to the Department when closure is complete.

G. Financial Assurance and Cost Estimates

1. Financial Assurance Mechanism. The Permittee shall maintain, in good standing, the financial assurance mechanisms established to demonstrate proof of financial assurance. Support documentation and evidence of inflation adjustment increases shall be submitted within the time frames specified in Rule 62-701.630, F.A.C. All submittals in response to this specific condition shall be sent to. All submittals in response to this specific condition.
shall be sent to:

Florida Department of Environmental Protection
Financial Coordinator - Solid Waste Section
2600 Blair Stone Road, MS 4565
Tallahassee, Florida 32399-2400

2. **Annual Cost Estimates.** The Permittee shall annually adjust the closure cost estimate(s) for inflation using Form 62-701.900(28). Adjustments shall be made in accordance with Rule 62-701.630(4), F.A.C. and, as applicable, 40 CFR Part 264.142(a) and 264.144(a). The owner or operator shall submit the adjusted cost estimate(s) between January 1 and March 1. The closure cost estimates shall continue to include the cost to perform the contamination evaluation required pursuant to Rule 62-701.710(1)(d)2, F.A.C., as part of its closure activities, since the Facility has a groundwater water quality monitoring system in lieu of an operating leachate collection system, the Facility, pursuant to that Rule 62-701.710(1)(d)2, F.A.C. All submittals in response to this specific condition shall be sent to DEP (the Southeast District Office at the following email address: Southeast.District@floridadep.gov) and a copy to the address identified in Specific Condition F.1. or to the following email address:
Financial.Assurance.Working.Group@FloridaDEP.gov

Permit originally executed in Duval County, Florida, by Michelle Neeley, Permitting Program Manager, State of Florida Department of Environmental Protection on June 11, 2021.
1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.161, 403.727, or 403.861, Florida Statutes. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of rights, nor any infringement of federal, State, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.

4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.

6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:

   (a) Have access to and copy any records that must be kept under conditions of the permit;
   (b) Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
   (c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

   Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
(a) A description of and cause of noncompliance; and
(b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules.

11. This permit or a copy thereof shall be kept at the work site of the permitted activity.

12. The permittee shall comply with the following:

(a) Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.

(b) The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

(c) Records of monitoring information shall include:

1. the date, exact place, and time of sampling or measurements;
2. the person responsible for performing the sampling or measurements;
3. the dates analyses were performed;
4. the person responsible for performing the analyses;
5. the analytical techniques or methods used;
6. the results of such analyses.

13. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.
APPENDIX 2
List of documents incorporated into this Permit

The following documents were previously provided:


Document 2 - A check for $1,000.00 application fee received and stamped on September 10, 2015 without an application. DEP – Southeast District Office.

Document 3 - The following documents previously submitted to the Department are the approved Operation and the Site Plans prepared by Jennifer L. Deal, P.E. of Hartman & Associates, Inc., Engineer’s Project No. 01.0407.007, file drawing 01-407-007, sheet 1 of 1, and a revised site plan signed and sealed by H. Burton Smith, P.E., dated September 15, 2015.

Document 4 - DEP – Southeast District Office sent email of Completion to the applicant on September 21, 2015.

The following documents were provided with the subject permit modification application (DEP file number 211233-006):


Document 6 - Response to Request for Additional Information (RAI) #1, Minor Permit Modification Application, Nu-Way Recycling Corporation, prepared by SCS Engineers, signed and sealed by Ravi Kadambala, Ph.D., P.E., dated November 17 and received November 20, 2017.

The following documents were provided with the subject permit modification application (DEP file number 211233-007):


The following document was provided internally pertinent to the subject permit modification application (DEP file number 211233-007):

**Document 9** - In compliance with the financial assurance requirements letter prepared and issued by Tor Bejnjar, DEP's Solid Waste Financial Assurance, on January 18, 2018.

The following documents were provided with the permit renewal application (DEP file number 211233-008):

**Document 10** - Permit Renewal Application Coastal Waste & Recycling of Martin County, LLC, prepared by BSC Engineering, Inc., signed and sealed by Brenda S. Clark, P.E., dated and received electronically August 12, 2020, with the associated permit processing fee not received until October 8, 2020.

**Document 11** - Partial Response to Comments, prepared by BSC Engineering, Inc., signed and sealed by Brenda S. Clark, P.E. dated and received August 20, 2020, with remaining response received electronically October 23, 2020.

**Document 12** - Coastal Waste & Recycling of Martin County, LLC, Final Response, including but not limited to: Final Operations plan, site plan, and groundwater monitoring information, prepared by BSC Engineering, Inc., signed and sealed by Brenda S. Clark, P.E on June 10, 2021, and received June 10, 2021.

The following documents were provided with the permit Major Modification application (DEP file number 211233-009):

**Document 13** - Permit Modification Application - Coastal Waste & Recycling of Martin County, LLC, prepared by BSC Engineering, Inc., including the Temporary Operations Plan for concrete pad and the Operations Plan for New MRF Building, signed and sealed by Brenda S. Clark, P.E, dated and received April 7, 2022, with the associated permit processing fee received April 12, 2022.

**Document 14** - Response to 1st RAI Coastal Waste & Recycling of Martin County, including construction drawings, temporary operations plan, and normal operations plan for the temporary pad and the proposed new MRF building, prepared by BSC Engineering, Inc., signed and sealed by Brenda S. Clark, P.E, dated July 4, 2020 and received July 5, 2022.

**Document 15** - Response to 2nd RAI - Coastal Waste & Recycling of Martin County including proposed Site Plan, Drawing Sheet C-01, prepared by BSC Engineering, Inc., signed and sealed by Brenda S. Clark, P.E, dated and received July 25, 2022.
Exhibit C
Site Plan of Existing Building without Leachate Collection, but with Groundwater Monitoring (to be Replaced by New MRF Building)

Definition of Clean Wood as defined in Rule 62-701.202(16), F.A.C., is as follows:
Clean wood means wood, including lumber, tree and shrub trunks, branches, and limbs, which is free of paint, glue, fillers, pentachlorophenol, creosote, tar, asphalt, chromated copper arsenate, other wood preservatives or treatments.
MEMORANDUM

TO: Vice Mayor Maria Sachs, Chair and Solid Waste Authority Board Members

SUBJECT: Extension of Agreement No. 20-202A for Analytical Laboratory Services

RECOMMENDATION: Authorize the Executive Director to exercise the option to extend Agreement No. 20-202A with Florida-Spectrum Environmental Services, Inc., for an additional three-year period through September 30, 2026, and approve a Fee Schedule adjustment, subject to legal sufficiency approval by General Counsel.

BACKGROUND:

In September of 2020, the Solid Waste Authority of Palm Beach County (Authority) entered into an agreement with Florida-Spectrum Environmental Services, Inc., (FSES), for providing Analytical Laboratory Services. The Authority requires certified analytical laboratory services for demonstrating compliance with Florida Department of Environmental Protection (FDEP) regulations and permits for Landfills, Transfer Stations, Deep Injection Well System, and Waste-to-Energy Facilities.

This Agreement provides for an initial three-year term with two (2) options to extend for an additional three (3) years for each option period. The exercise of each option period is subject to the approval of the Authority’s Governing Board. The initial three-year term of the Agreement expires on September 30, 2023. This request represents the first of such renewals effective October 1, 2023.

Since September 2020, FSES has not requested an increase in fees for inflation in operating expenses and labor costs. To overcome these unprecedented inflationary economic conditions and retain its highly qualified labor force, FSES is requesting a 15% increase to the majority of items in the initial 2020 Fee Schedule and is estimated to cost an additional $26,250. This increase of 15% over a three (3) year period represents an average annual increase of 5%, which is reasonable in this economic environment. However, there are certain specific laboratory parameters that will exceed...
this percentage due to extreme cost increases and/or subcontractor pricing. Said parameters will be reflected in the revised Fee Schedule.

Staff recommends extending this Agreement by approving this first three (3) year option, under the same terms and conditions as the initial contract, through September 30, 2026, with the above-described escalator provision to the current Fee Schedule.

**BUDGET IMPACT:** Sufficient funds will be budgeted in the FY2024 Budget to cover this increase in fees.

**ATTACHMENTS:** Amendment #1 to Agreement 20-202A
Letter requesting extension to Agreement and increase to 2020 Fee Schedule

**REVIEWS:**

- Director: [Signature] Date: 5/18/23
- Director of Contract Compliance: [Signature] Date: 5/18/23
- Chief Officer: [Signature] Date: 5/18/23
- Chief Finance Officer (as required): [Signature] Date: 5/18/23
- Legal Counsel: Michael W. Jones (as required) Date: 5/18/23
- Executive Director: [Signature] Date: 5/18/23
AMENDMENT #1 TO THE AGREEMENT FOR ANALYTICAL LABORATORY SERVICES
BETWEEN SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND
FLORIDA-SPECTRUM ENVIRONMENTAL SERVICES, INC.
DATED THE 14TH DAY OF SEPTEMBER 2020

This First Amendment dated the ____ day of ____________, 2023, to Agreement No. 20-202A (the “Agreement”), between the Solid Waste Authority of Palm Beach County (hereinafter referred to as the “AUTHORITY”) and Florida-Spectrum Environmental Services, Inc. (hereinafter referred to as the “LABORATORY” and “Parties” when referred to collectively).

Whereas, the Parties desire to extend the term of the Agreement for an additional three (3) years as provided in Article 1 of the original Agreement; and,

Whereas, AUTHORITY desires LABORATORY to continue to perform Services as may be specifically designated and authorized by the AUTHORITY; and

Whereas, the Parties also desire to amend Article 3 and Exhibit B to the Agreement to allow for a one-time escalation of the fees charged by LABORATORY taking into account challenging economic uncertainties in order to ensure continuous uninterrupted work by the LABORATORY; and

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged by the other, the Parties hereto agree as follows:

In accordance with Article 1 – Effective Date and Incorporation of Recitals, the AUTHORITY and the LABORATORY mutually agree to extend the Agreement for the above written services on the same terms and conditions for an additional three (3) years effective October 1, 2023 through September 30, 2026; and

Article 3.1 of the Agreement is amended to add the following escalation provision: Additionally, the prices set forth in the original 2020 Fee Schedule are hereby increased for the entire duration of this Amendment #1. The new pricing is reflected in the revised 2023 Fee Schedule, which is incorporated herein as Revised Exhibit B. This escalation is exclusive of any necessary subcontractor costs required by the LABORATORY with any such subcontractor costs incurred being subject to the express prior approval of the AUTHORITY.

All other provisions of the Agreement for the services as written above dated 14th of September 2020, shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, AUTHORITY and LABORATORY have made and executed this Amendment as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

By: ___________________________
    Daniel Pellowitz
    Executive Director
    (Affix Seal)

APPROVED AS TO LEGAL SUFFICIENCY:

By: ___________________________
    Michael W. Jones, Esq.
    General Counsel to the Authority

APPROVED AS TO TERMS AND CONDITIONS:

By: ___________________________

Name: ___________________________
Title: ___________________________

FLORIDA-SPECTRUM ENVIRONMENTAL SERVICES, INC.:

By: ___________________________

Name: ___________________________
Title: ___________________________

Approved by Authority Board on (Month)/(Day), 2023, Item _______
March 23, 2023

Solid Waste Authority of Palm Beach County
Attn: Marybeth Morrison
Director of Environmental Programs
7501 N. Jog Road
West Palm Beach, Florida 33412

RE: Solid Waste Authority of Palm Beach County Agreement No. 20-202A; Analytical Laboratory Services Agreement Renewal

Dear Ms. Marybeth Morrison,

On behalf of Florida - Spectrum Environmental Services Inc., I would like to express our interest in extending and renewing the Solid Waste Authority of Palm Beach County Agreement No. 20-202A; Analytical Laboratory Services for an additional three (3) years; the current agreement terms, and conditions will remain the same. At this time, we would like to request an increase in our fees by 15% due to the extreme inflationary pressures related to supply chain issues, shipping cost increases, gas prices, chemicals, media and laboratory supplies, NELAP Certification maintenance fees, Subcontract Laboratories fees and increase in pricing, severe labor shortages, and pay increases needed to retain our labor force. Florida-Spectrum was forced to adjust to these circumstances and implemented a price increase across the board in 2022 for our clients. Please note; subcontract labs prices have increased significantly and the following tests (Fecal Coliform, Total Coliform, TDS and TSS) are above the 15% increase due to chemicals having tripled and bottles having doubled.

Florida-Spectrum is confident that we will exceed all the specified requirements to provide analytical support services to the Solid Waste Authority of Palm Beach County, as well as ensure adequate cost comparison and value.

Florida - Spectrum Environmental Services, Inc. is committed to providing all the specified requirements in accordance with the requested turnaround time and all required contract specifications. I am confident that upon review of our qualifications and requests you will deem Florida - Spectrum Environmental Services, Inc. an asset to this agreement.

I look forward to the opportunity to continue working together. Should you have any questions or need additional information, please feel free to contact me. Once again, thank you for your time. We appreciate your support and look forward to the continued process of building a mutually beneficial relationship.

Sincerely,

Katharine A. Kutil
Director of Sales & Marketing
MEMORANDUM

TO: Vice Mayor Maria Sachs, Chair and Solid Waste Authority Board Members

SUBJECT: Extension of Agreement No. 20-202B for Analytical Laboratory Services

RECOMMENDATION: Authorize the Executive Director to exercise the option to extend Agreement No. 20-202B with Pace Analytical Services, LLC for an additional three-year period through September 30, 2026, and approve a Fee Schedule adjustment, subject to legal sufficiency approval by General Counsel.

BACKGROUND:

In September of 2020, the Solid Waste Authority of Palm Beach County (Authority) entered into an agreement with Pace Analytical Services, LLC (PACE) for providing Analytical Laboratory Services. The Authority requires certified analytical laboratory services for demonstrating compliance with Florida Department of Environmental Protection (FDEP) regulations and permits for Landfills, Transfer Stations, Deep Injection Well System, and Waste-to-Energy Facilities.

This Agreement provides for an initial three-year term with two (2) options to extend for an additional three (3) years for each option period. The exercise of each option period is subject to the approval of the Authority’s Governing Board. The initial three-year term of the Agreement expires on September 30, 2023. This request represents the first of such renewals effective October 1, 2023.

Since September 2020, PACE has not requested an increase in fees for inflation in operating expenses and labor costs. To overcome these unprecedented inflationary economic conditions and retain its highly qualified labor force, PACE is requesting a 10% increase to the initial 2020 Fee Schedule and is estimated to cost an additional $10,000. This increase of 10% over a three (3) year period represents an annual average of 3.3%, which is reasonable in this economic environment.

May 18, 2023
Staff recommends extending this Agreement by approving this first three (3) year option, under the same terms and conditions as the initial contract, through September 30, 2026, with the above-described escalator provision to the current Fee Schedule.

**BUDGET IMPACT:** Sufficient funds will be budgeted in the FY2024 Budget to cover this increase in fees.

**ATTACHMENTS:** Amendment #1 to Agreement 20-202B
Letter requesting extension to Agreement and increase to 2020 Fee Schedule

**REVIEWS:**

Director: 

Director of Contract Compliance: 

Chief Officer: 

Chief Finance Officer: (as required) 

Legal Counsel: (as required) 

Executive Director: 

Date: 5/18/23

Date: 5/18/23

Date: 5/18/23

Date:

Date: 5/18/23

Date:
AMENDMENT #1 TO THE AGREEMENT FOR ANALYTICAL LABORATORY SERVICES BETWEEN
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND
PACE ANALYTICAL SERVICES, LLC
DATED THE 16TH DAY OF SEPTEMBER 2020

This First Amendment dated the ______ day of ______________, 2023, to Agreement No. 20-202B (the “Agreement”), between the Solid Waste Authority of Palm Beach County (hereinafter referred to as the “AUTHORITY”) and Pace Analytical Services, LLC. (hereinafter referred to as the “LABORATORY” and “Parties” when referred to collectively).

Whereas, the Parties desire to extend the term of the Agreement for an additional three (3) years as provided in Article 1 of the original Agreement; and,

Whereas, AUTHORITY desires LABORATORY to continue to perform Services as may be specifically designated and authorized by the AUTHORITY; and

Whereas, the Parties also desire to amend Article 3 and Exhibit B to the Agreement to allow for a one-time escalation of the fees charged by LABORATORY taking into account challenging economic uncertainties in order to ensure continuous uninterrupted work by the LABORATORY; and

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged by the other, the Parties hereto agree as follows:

In accordance with Article 1 – Effective Date and Incorporation of Recitals, the AUTHORITY and the LABORATORY mutually agree to extend the Agreement for the above written services on the same terms and conditions for an additional three (3) years effective October 1, 2023 through September 30, 2026; and

Article 3.1 of the Agreement is amended to add the following escalation provision: Additionally, the prices set forth in the original 2020 Fee Schedule are hereby increased for the entire duration of this Amendment #1. The new pricing is reflected in the revised 2023 Fee Schedule, which is incorporated herein as Revised Exhibit B. This escalation is exclusive of any necessary subcontractor costs required by the LABORATORY with any such subcontractor costs incurred being subject to the express prior approval of the AUTHORITY.

All other provisions of the Agreement for the services as written above dated the 16th of September 2020, shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, AUTHORITY and LABORATORY have made and executed this Amendment as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

By: ____________________________________________
    Daniel Pellowitz
    Executive Director
    (Affix Seal)

APPROVED AS TO TERMS AND CONDITIONS:

By: ____________________________________________
    Name:
    Title:

PACE ANALYTICAL SERVICES, LLC:

By: ____________________________________________
    Name:
    Title:

(Approximate seal)

Approved by Authority Board on June 14, 2023, Item _______
April 10th, 2023

Marybeth Morrison
Director of Environmental Programs
Solid Waste Authority of Palm Beach
7501 North Jog Road
West Palm Beach, FL 33412

RE: Article 1 of Agreement Number 20-202B ANALYTICAL LABORATORY SERVICES RENEWAL

In accordance with Article 1 of Agreement Number No. 20-202B ANALYTICAL LABORATORY SERVICES, Award Section 4.4, the Agreement will be for an initial term of three (3) years with option to extend for two (2) additional three (3) additional year periods upon review and approval by the AUTHORITY’s Governing Board Palm Beach County Board of County Commissioners. As we approach the initial contract term conclusion, Pace Analytical Services, LLC would like to request the AUTHORITY to consider exercising the first contract extension option with Pace Analytical Services, LLC.

Due to inflation, Pace Analytical Services, LLC proposes to withhold the original terms, conditions, specifications with a 10% pricing increase from the current unit rates.

We trust the AUTHORITY will consider and accept our request.

Thank you in advance.

Respectfully,

[Signature]

Neshma Castaneda
Pace® Senior Account Executive
Pace- FL
MEMORANDUM

TO: Vice Mayor Maria Sachs, Chair
and Solid Waste Authority Board Members

SUBJECT: Extension of Agreement No. 20-202C for Analytical Laboratory Services

RECOMMENDATION: Authorize the Executive Director to exercise the option to extend Agreement No. 20-202C with Advanced Environmental Laboratories, Inc., for an additional three-year period through September 30, 2026, and approve a Fee Schedule adjustment, subject to legal sufficiency approval by General Counsel.

BACKGROUND:

In September of 2020, the Solid Waste Authority of Palm Beach County (Authority) entered into an agreement with Advanced Environmental Laboratories, Inc., (AEL), for providing Analytical Laboratory Services. The Authority requires certified analytical laboratory services for demonstrating compliance with Florida Department of Environmental Protection (FDEP) regulations and permits for Landfills, Transfer Stations, Deep Injection Well System, and Waste-to-Energy Facilities.

This Agreement provides for an initial three-year term with two (2) options to extend for an additional three (3) years for each option period. The exercise of each option period is subject to the approval of the Authority's Governing Board. The initial three-year term of the Agreement expires on September 30, 2023. This request represents the first of such renewals effective October 1, 2023.

Since 2020, AEL has not requested an increase in fees for inflation in operating expenses and labor costs. To overcome these unprecedented inflationary economic conditions and retain its highly qualified labor force, AEL is requesting a 12% increase to the majority of items in the initial 2020 Fee Schedule and is estimated to cost an additional $3000. This increase of 12% over a three (3) year period represents an average annual increase of 4%, which is reasonable in this economic environment. However, there are certain specific laboratory parameters that will exceed this percentage due to extreme cost increases and/or subcontractor pricing. Said parameters will be reflected in the revised Fee Schedule.
Staff recommends extending this Agreement by approving the first three (3) year option, under the same terms and conditions as the initial contract, through September 30, 2026, with the above-described escalator provision to the current Fee Schedule.

**BUDGET IMPACT:** Sufficient funds will be budgeted in the FY2024 Budget to cover this increase in fees.

**ATTACHMENTS:** Amendment #1 to Agreement 20-202C; letter requesting extension to Agreement and increase to 2020 Fee Schedule

**REVIEWS:**
- **Director:** [Signature] Date: 5/18/23
- **Director of Contract Compliance:** [Signature] Date: 5/18/23
- **Chief Officer:** [Signature] Date: 5/18/23
- **Chief Finance Officer:** [Signature] Date: 5/18/23
- **Legal Counsel:** Michael W. Jones [Signature] Date: 5/18/23
- **Executive Director:** [Signature] Date: 5/18/23
AMENDMENT #1 TO THE AGREEMENT FOR ANALYTICAL LABORATORY SERVICES BETWEEN
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND
ADVANCED ENVIRONMENTAL LABORATORIES, INC.
DATED THE 21ST DAY OF SEPTEMBER 2020

This First Amendment dated the _______ day of ______________, 2023, to Agreement No. 20-202C (the "Agreement"), between the Solid Waste Authority of Palm Beach County (hereinafter referred to as the "AUTHORITY") and Advanced Environmental Laboratories, Inc. (hereinafter referred to as the "LABORATORY" and "Parties" when referred to collectively).

Whereas, the Parties desire to extend the term of the Agreement for an additional three (3) years as provided in Article 1 of the original Agreement; and,

Whereas, AUTHORITY desires LABORATORY to continue to perform Services as may be specifically designated and authorized by the AUTHORITY; and

Whereas, the Parties also desire to amend Article 3 and Exhibit B to the Agreement to allow for a one-time escalation of the fees charged by LABORATORY taking into account challenging economic uncertainties in order to ensure continuous uninterrupted work by the LABORATORY; and

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged by the other, the Parties hereto agree as follows:

In accordance with Article 1 – Effective Date and Incorporation of Recitals, the AUTHORITY and the LABORATORY mutually agree to extend the Agreement for the above written services on the same terms and conditions for an additional three (3) years effective October 1, 2023 through September 30, 2026; and

Article 3.1 of the Agreement is amended to add the following escalation provision: Additionally, the prices set forth in the original 2020 Fee Schedule are hereby increased for the entire duration of this Amendment #1. The new pricing is reflected in the revised 2023 Fee Schedule, which is incorporated herein as Revised Exhibit B. This escalation is exclusive of any necessary subcontractor costs required by the LABORATORY with any such subcontractor costs incurred being subject to the express prior approval of the AUTHORITY.

All other provisions of the Agreement for the services as written above dated the 21st of September 2020, shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, AUTHORITY and LABORATORY have made and executed this Amendment as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

By: ________________________________
Daniel Pellowitz
Executive Director
(Affix Seal)

APPROVED AS TO TERMS AND CONDITIONS:

By: ________________________________
Name: ________________________________
Title: ________________________________

ADVANCED ENVIRONMENTAL LABORATORIES, INC.:

By: ________________________________
Name: ________________________________
Title: ________________________________

WITNESS:

1. ________________________________

2. ________________________________

APPROVED AS TO LEGAL SUFFICIENCY:

By: ________________________________
Michael W. Jones, Esq.
General Counsel to the Authority

ATTEST:

______________________________
Corporate Secretary

WITNESS:

1. ________________________________

2. ________________________________

Approved by Authority Board on June 14, 2023, Item ________
April 28, 2023

Mary Beth Morrison
Director of Environmental Programs
Solid Waste Authority of Palm Beach County
(561) 640-4000 ext. 4613
(561) 386-6659 – mobile

RE: Renewing of Agreement No. 20-202C for Analytical Laboratory Services

Dear Ms. Morrison,

Advanced Environmental Laboratories, Inc. (AEL) is happy to serve as a vendor to the Solid Waste Authority of Palm Beach County for the past three years under the above referenced contract. As you are aware of, the past couple of years has presented businesses with many challenges with supply increases and employee costs. AEL has worked diligently on minimizing those costs and at the same time maintained our service and quality.

Because of these recent economic challenges, AEL would like to request an overall 12% increase to the current contract rates. AEL will provide an update to our individual line rates for this contract. Although the rates may not be uniformly raised by 12%, the new rates adjusted will not be higher than 12% overall then originally bid for this Agreement. If the Solid Waste Authority of Palm Beach County is in agreement with these increases, AEL can make the adjustment to the current rates and forward that to you for your approval.

Please accept this letter as our official notice that we would like to exercise our option for the three renewal for Contract No.: 20-202C with the above-mentioned adjustments.

Please let me know if this request is acceptable.

If you have any comments or questions, please feel free to give me a call at 904-363-9350.

Sincerely,

Advanced Environmental Laboratories, Inc.

[Signature]

Charles Ged
President
May 30, 2023

MEMORANDUM

TO: Vice Mayor Maria Sachs, Chair
and Solid Waste Authority Board Members.

SUBJECT: Evaluation Committee Recommendation and Award of Contract for Providing Professional Hydrogeological Consulting Services

RECOMMENDATION: Authorize the Executive Director to execute contracts with Royal Consulting Services, Inc., JLA Geosciences, Inc., AECOM, and CDM Smith, Inc., for providing Professional Hydrogeological Consulting Services, subject to legal sufficiency approval by General Counsel.

BACKGROUND:

The Solid Waste Authority of Palm Beach County (Authority) recently advertised a Request for Qualifications (RFQ) to provide professional hydrogeological consulting services for two (2) scope categories: Scope A - Water Use and Modeling; and Scope B - Water Quality Monitoring and Assessment (RFQ Solicitation No. 23-602). This solicitation was in conformance with F.S. 287.055 Consultants' Competitive Negotiating Act (CCNA). These professional services will be utilized on a routine basis for permitting, operations, and closure of the Authority’s solid waste management facilities as it relates to hydrogeology.

To establish an Affirmative Procurement Initiative (API) for this solicitation, the Equal Business Opportunity (EBO) office researched the availability of Small/Minority/Women Business Enterprises (S/M/W/BE) located within Palm Beach County to provide the required scope of services. Based on the findings, the EBO office recommended a SBE Evaluation Preference for Prime Bidders.

Five (5) firms responded to this solicitation, and all were deemed responsive by the Authority’s Purchasing department. The Evaluation Committee (Committee) met on April 18, 2023, and ranked the five (5) firms based on qualifications and experience as prescribed by the CCNA. The Committee ranked the top two firms as primary and secondary in each of the two (2) scopes listed above as follows:
Scope A - Water Use and Modeling
   1. Royal Consulting Services, Inc.
   2. JLA Geosciences, Inc.

Scope B - Water Quality Monitoring and Assessment
   1. AECOM
   2. CDM Smith, Inc.

The final ranking is attached. Staff recommends that the Board authorize the Executive Director to execute contracts to provide professional hydrogeological consulting services with Royal Consulting Services, Inc., JLA Geosciences, Inc., AECOM, and CDM Smith, Inc. The contracts, in accordance with Board policy, and subject to General Counsel review and approval, will be for an initial period of three (3) years with an option to extend for an additional three (3) year term subject to Board approval.

BUDGET IMPACT: $700,000 annually which will be approved on a project specific basis through the normal budget process.

ATTACHMENTS: Final Rankings for Scope A and Scope B; Sample Agreement

REVIEWS:

Director: [Signature] Date: 5/30/2023

Director of Contract Compliance: [Signature] Date: 5/17/23

Chief Officer: [Signature] Date: 5/20/23

Chief Finance Officer: [Signature] Date: 5/17/23
(as required)

Legal Counsel: Michael W. Jones Date: 5/6/2023
(as required)

Executive Director: [Signature] Date: 5/6/2023
**RECOMMENDATION OF AWARD**

**FINAL RANKING**

PROFESSIONAL HYDROGEOLOGICAL
CONSULTING SERVICES
RFQ NO.: 23-602

<table>
<thead>
<tr>
<th>RANKING</th>
<th>SCOPE A – WATER USE AND MODELING RESPONDENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>*1</td>
<td>ROYAL CONSULTING SERVICES</td>
</tr>
<tr>
<td>*2</td>
<td>JLA GEOSCIENCES</td>
</tr>
<tr>
<td>3</td>
<td>CDM SMITH</td>
</tr>
<tr>
<td>4</td>
<td>BLACK &amp; VEATCH</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RANKING</th>
<th>SCOPE B – WATER QUALITY MONITORITN AND ASSESSMENT RESPONDENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>*1</td>
<td>AECOM</td>
</tr>
<tr>
<td>*2</td>
<td>CDM SMITH</td>
</tr>
<tr>
<td>3</td>
<td>BLACK &amp; VEATCH</td>
</tr>
</tbody>
</table>

Award to top two firms for each scope

*Signature:* Patricia D. Armstrong

Digitally signed by Patricia D. Armstrong
Date: 2023.04.18 16:12:08 -04'00'

Patricia D. Armstrong, MBA, CPPB
Assistant Procurement Manager
ATTACHMENT “A”
SAMPLE AGREEMENT
FOR
PROFESSIONAL HYDROGEOLOGICAL CONSULTING SERVICES
BETWEEN
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
AND
(CONSULTANT)
AGREEMENT NO.: 23-602

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DEFINITIONS</td>
<td>1</td>
</tr>
<tr>
<td>1. EFFECTIVE DATE AND INCORPORATION OF REMITALS</td>
<td>1</td>
</tr>
<tr>
<td>2. AUTHORITY'S MINIMUM PERFORMANCE STANDARDS AND EXPECTATIONS</td>
<td>1</td>
</tr>
<tr>
<td>3. BASIC SERVICES OF CONSULTANT</td>
<td>3</td>
</tr>
<tr>
<td>3.1 General</td>
<td>3</td>
</tr>
<tr>
<td>3.2 Study and Report Phase</td>
<td>3</td>
</tr>
<tr>
<td>3.3 Preliminary Design Phase</td>
<td>4</td>
</tr>
<tr>
<td>3.4 Construction Document Phase</td>
<td>5</td>
</tr>
<tr>
<td>3.5 Bidding or Negotiating Phase</td>
<td>5</td>
</tr>
<tr>
<td>4. CONSTRUCTION MONITORING SERVICES PHASE</td>
<td>6</td>
</tr>
<tr>
<td>4.1 Construction Phase</td>
<td>6</td>
</tr>
<tr>
<td>4.2 Start-Up, Turnover and Commissioning Phase</td>
<td>8</td>
</tr>
<tr>
<td>5. ADDITIONAL SERVICES OF CONSULTANT</td>
<td>8</td>
</tr>
<tr>
<td>5.1 Services Requiring Authorization in Advance</td>
<td>8</td>
</tr>
<tr>
<td>5.2 Authority's Responsibilities</td>
<td>9</td>
</tr>
<tr>
<td>6. PAYMENTS TO CONSULTANT</td>
<td>10</td>
</tr>
<tr>
<td>7. CONSTRUCTION COST AND OPINIONS OF COST</td>
<td>12</td>
</tr>
<tr>
<td>7.1 Construction Cost</td>
<td>12</td>
</tr>
<tr>
<td>7.2 Opinions of Cost</td>
<td>12</td>
</tr>
<tr>
<td>8. GENERAL CONSIDERATION</td>
<td>13</td>
</tr>
<tr>
<td>8.1 Standard of Care</td>
<td>13</td>
</tr>
<tr>
<td>8.2 Termination</td>
<td>13</td>
</tr>
<tr>
<td>8.3 Truth-in-Negotiation Certificate</td>
<td>14</td>
</tr>
<tr>
<td>8.4 Personnel</td>
<td>14</td>
</tr>
<tr>
<td>8.5 Equal Business Opportunity Program</td>
<td>14</td>
</tr>
<tr>
<td>8.6 Independent Contractor Relationship</td>
<td>19</td>
</tr>
<tr>
<td>8.7 Contingent Fees</td>
<td>19</td>
</tr>
<tr>
<td>8.8 Authority to Conduct Business</td>
<td>20</td>
</tr>
<tr>
<td>8.9 Federal and State Tax</td>
<td>20</td>
</tr>
<tr>
<td>8.10 Availability of Funds</td>
<td>20</td>
</tr>
<tr>
<td>8.11 Insurance</td>
<td>20</td>
</tr>
<tr>
<td>8.12 Disclosure and Ownership of Documents</td>
<td>21</td>
</tr>
<tr>
<td>8.13 Jurisdiction, Venue, Waiver of Jury Trial and Remedies</td>
<td>22</td>
</tr>
<tr>
<td>8.14 Conflict of Interest</td>
<td>22</td>
</tr>
<tr>
<td>8.15 Excusable Delays</td>
<td>22</td>
</tr>
<tr>
<td>8.16 Averages</td>
<td>22</td>
</tr>
<tr>
<td>8.17 Modifications of Work</td>
<td>23</td>
</tr>
</tbody>
</table>

Agreement No. 23-602
This Agreement is made and entered into as of __________, 2023, (hereinafter referred to as the Agreement), by and between __________, a special district created by Chapter 201-331, Laws of Florida, as amended, and through its Governing Board, (hereinafter referred to as the AUTHORITY) and __________, a Florida Corporation, authorized to do business in the State of Florida, whose Federal Employer Identification Number is __________.

Whereas, AUTHORITY desires to employ the services of CONSULTANT for the purpose of providing Professional Hydrogeological Consulting Services and,

Whereas, the AUTHORITY'S Request for Qualifications (RFQ) No. 23-502/PA was undertaken in accordance with Section 287.055, Florida Statutes, Florida’s Consultant Competitive Negotiation Act and the Parties hereto have complied with all the requirements therein, and

Whereas, CONSULTANT represents it is qualified, capable and prepared to provide such services,

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is acknowledged by the other, the AUTHORITY and CONSULTANT agree as follows:

DEFINITIONS:

"Approval" "Acceptance" "Authorization": when referring to AUTHORITY'S approval, acceptance or authorization shall not constitute acceptance or approval of the buildability or suitability of any documents nor the approval or acceptance of the condition, status or progress of the work, but only establishes that the AUTHORITY has verified such documents exist and that progress payments may be made. No liability shall flow to, be assumed by, or incurred by the AUTHORITY for its acceptance, approval or authorization of documents or work hereunder.

"Observer", "Observation(s)" "Visit(s)" "Inspect(s)" site visits by the CONSULTANT to determine if construction is being performed in compliance with the Construction Documents, applicable specifications and other contractual requirements (Contract Documents), and if the contractor is progressing according to the project schedule.

SECTION 1 – EFFECTIVE DATE AND INCORPORATION OF RECITALS:

The foregoing recitals and definitions are hereby incorporated herein by reference.

1.1 The Effective Date of this Agreement shall be __________, 2023 and the Initial Term of this Agreement shall expire on __________, 2026.

1.2 The Initial Term of this Agreement shall be for three (3) years, beginning on the Effective Date, unless otherwise terminated earlier as provided herein. The AUTHORITY shall have the option of extending this Agreement for three (3) years, as approved by the AUTHORITY'S Board, or designee, in its sole and unfettered discretion, on the same terms and conditions. Such extension shall be in the form of a written Amendment to the Agreement executed by both Parties.

SECTION 2 - AUTHORITY'S MINIMUM PERFORMANCE STANDARDS AND EXPECTATIONS

2.1 After acceptance by the AUTHORITY of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the project desired by the AUTHORITY and upon written authorization from the AUTHORITY, CONSULTANT shall proceed with the performance of
2.2 After acceptance, for payment purposes, by the AUTHORITY of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the project desired by the AUTHORITY, and upon written authorization from the AUTHORITY, CONSULTANT shall proceed with the performance of the services called for in the Final Design Phase. CONSULTANT shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on this project within the period indicated in each service authorization.

2.3 CONSULTANT’s services under the Study and Report Phase, Preliminary Design Phase and Construction Document Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted for payment by the AUTHORITY or (2) forty-five calendar days after the date when such submissions are delivered to the AUTHORITY for final payment. In each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the project or to make any changes requested by the AUTHORITY shall be allowed.

2.4 After acceptance by the AUTHORITY of the CONSULTANT’S Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, CONSULTANT shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s).

2.5 The Construction Monitoring Services Phase will commence with the execution of the first prime contract to be executed for the work of the project or any part thereof, and will terminate upon written recommendation by CONSULTANT of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in regard to separate prime contracts if the project involves more than one prime contract.

2.6 The Operational Phase will commence during the Construction Phase and will terminate upon final completion or as otherwise specified in the CSA/Work Assignment.

2.7 If the AUTHORITY has requested significant modifications or changes in the general scope, extent or character of the project, the time of performance of CONSULTANT’S services shall be adjusted accordingly as mutually agreed upon by the Parties.

2.8 If CONSULTANT’S services for design or during construction of the project are delayed or suspended in whole or in material part by the AUTHORITY for more than three months for reasons beyond CONSULTANT’S control, CONSULTANT shall be entitled to an equitable adjustment in compensation. In the event that the work designed or specified by CONSULTANT is to be furnished and performed under more than one prime contract, or if CONSULTANT’S services are to be sequentially sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), AUTHORITY and CONSULTANT shall, prior to commencement of the Design Phase, develop a schedule for performance of CONSULTANT’S services during the Construction Document, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in service CSA/Work Assignment.

SECTION 3 - BASIC SERVICES OF CONSULTANT

3.1 General

3.1.1 CONSULTANT shall provide for AUTHORITY, professional engineering services in all phases of any project to which this Agreement applies as hereinafter provided. These services will include serving as AUTHORITY’S professional engineering representative for the project(s), providing professional engineering consultation and advice and furnishing required civil, structural, mechanical, environmental and electrical engineering services and required architectural services incidental thereto.

3.1.2 The services of this Agreement may include a series of separate individual tasks or projects, all related to general consulting services, as more particularly described below. Work assignments will be subject to scope definition and determination of level of effort on a task-by-task basis. During the term of this Agreement, the AUTHORITY may request engineering services that are expected to be more extensive in scope or of a different nature than that described in this Section. In such an event, the AUTHORITY may, at its sole and unfettered discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If so, it is mutually understood that the relationship between CONSULTANT and AUTHORITY under this Agreement shall be considered as neither barring CONSULTANT from, nor granting special consideration to CONSULTANT in, participating in the evaluation process for a consultant to provide such additional services.

3.1.3 Each task to be performed under this Agreement shall be assigned to CONSULTANT by a separate written work authorization called a Consultant Services Authorization/Work Assignment (CSA/Work Assignment). For each CSA/Work Assignment, AUTHORITY shall require CONSULTANT to provide a proposed written scope of work including schedule and cost, for AUTHORITY review. Upon mutual agreement of the scope of work, schedule and cost ( lump sum fee or estimated salary cost ceiling arrived at in accordance with the Fee Schedule of this Agreement), AUTHORITY shall issue a notice to proceed for each CSA/Work Assignment. Approval and issuance of CSA/Work Assignment shall constitute proper Notice to Proceed.

3.1.4 The types of individual CSA/Work Assignments to be assigned to CONSULTANT under this Agreement shall include, but not necessarily be limited to, those listed in the Scope of Work.

3.1.5 Assignment of tasks to the CONSULTANT will be at the sole and unfettered discretion of the AUTHORITY. The AUTHORITY may choose to select another firm or use in-house staff to perform any of the tasks described herein or in part. Task scope and fee negotiation will be performed on a task-by-task basis. It is intended that the Agreement for the above described project be for a term of three years, subject to annual performance review by the AUTHORITY. No minimum amount of professional services or compensation is guaranteed to the CONSULTANT. This is not an exclusive contract. The AUTHORITY may enter into similar agreements with other architects or engineers to provide the same or similar services during the term of this Agreement.

3.2 Study and Report Phase

If required by Consultant Services Authorization/Work Assignment CSA/Work Assignment CONSULTANT shall complete the following as may be modified by the applicable CSA/Work Assignment:

3.2.1 Consult with AUTHORITY, to clarify and define AUTHORITY’S requirements for the project and review available data.

3.2.2 Advise AUTHORITY, in writing, as to the necessity of AUTHORITY providing or obtaining from others data or services required for the completion of CONSULTANT’S services under Agreement, and
3.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate in consultations with such authorities.

3.2.4 Provide analyses of AUTHORITY'S needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

3.2.5 Provide a general economic analysis of AUTHORITY'S requirements applicable to various alternatives.

3.2.6 Prepare a Report containing but not limited to schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as abovedescribed) and the alternative solutions available to AUTHORITY, and setting forth CONSULTANT'S findings and recommendations. This Report will be accompanied by CONSULTANT'S opinion of probable costs for the project, including the following, which will be separately itemized: construction cost, allowances for engineering costs and contingencies, and (on the basis of information furnished by AUTHORITY) allowances for such other items as charges and costs, (i) of all other professionals and consultants, (ii) for cost of land acquisition and rights-of-way, (iii) for compensation for or damages to properties, (iv) for interest and financing charges and (v) for other services to be provided by others for AUTHORITY. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

3.2.7 Furnish five (5) copies of the Analyses and Report documents and review them in person with AUTHORITY unless otherwise stated in the Consultant Services Authorization/Work Assignment (CSA/Work Assignment).

3.3 Preliminary Design Phase

If required by Consultant Services Authorization/Work Assignment (CSA/Work Assignment) CONSULTANT shall complete the following as may be modified by the applicable CSA/Work Assignment:

3.3.1 In consultation with AUTHORITY and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the project,

3.3.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the project,

3.3.3 Act as the criteria professional for the AUTHORITY,

3.3.4 Advise AUTHORITY, in writing, if additional data or services are required from the AUTHORITY or others for the completion of CONSULTANT'S services under this Agreement and assist AUTHORITY in obtaining such data and services. When authorized, obtain data or information directly from AUTHORITY'S files or field observations.

3.3.5 Submit a revised opinion of probable Total Project Costs, based on the information contained in the Preliminary design documents.

3.3.6 Furnish five (5) copies of the above Preliminary Design documents and present and review them in person with AUTHORITY unless otherwise stated in the CSA/Work Assignment.

3.4 Construction Document Phase

If required by Consultant Services Authorization/Work Assignment (CSA/Work Assignment) CONSULTANT shall complete the following as may be modified by the applicable CSA/Work Assignment:

3.4.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs, prepare for incorporation in the Contract Documents (drawings hereinafter called "Drawings") to show the specific scope, extent and character of the work to be furnished and performed by CONTRACTORS and Specifications which will be in conformance with AUTHORITY'S forms as applicable, CONSULTANT shall permit no change in, or conflict with, AUTHORITY'S forms without prior written approval.

3.4.2 Provide technical criteria, written descriptions and design data for AUTHORITY use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project and assist AUTHORITY in consultations with appropriate authorities.

3.4.3 Advise AUTHORITY of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the project. Furnish to AUTHORITY a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

3.4.4 Assist AUTHORITY in the preparation of contract forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders for review by AUTHORITY and other related documents if requested by the AUTHORITY. No change shall be made in any AUTHORITY form without prior written approval of the AUTHORITY. All requests for changes to the AUTHORITY forms shall be in writing.

3.4.5 Furnish five (5) copies of the above documents and of the Drawings and Specifications and review them in person with the AUTHORITY unless otherwise stated in the CSA/Work Assignment. On the basis of the accepted Construction Documents, prepare three (3) sets of signed and sealed Construction Documents for building permit purposes. Provide corrections and/or changes required by the permitting agency. Provide three (3) sets of approved construction plans and master sets of technical specifications for the AUTHORITY'S use to issue bidding documents unless otherwise stated in the CSA/Work Assignment. Construction documents shall also be provided on a storage medium compatible with AUTHORITY'S computer reading and drafting system. CONSULTANT shall deliver interim copies of computer medium if requested by the AUTHORITY.

3.4.6 Assist AUTHORITY in advertising for and obtaining bids or negotiating proposals for separate prime contracts for construction, materials, equipment and services.

3.5 Bidding or Negotiating Phase

If required by Consultant Services Authorization/Work Assignment (CSA/Work Assignment) CONSULTANT shall complete the following as may be modified by the applicable CSA/Work Assignment:

3.5.1 Attend the pre-bid meeting(s), issue addenda to all recipients of bid documents, prepare written clarifications or additional instructions, as appropriate to interpret, clarify or expand the Bidding Documents.

3.5.2 Consult with and advise the AUTHORITY as to the acceptability of sub-contractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
3.5.3 Consult with the AUTHORITY and advise on the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the Contract Documents.

3.5.4 Attend the bid opening and assist AUTHORITY in evaluating bids or proposals as to the compliance with all requirements of the bids or proposals.

3.5.5 Submit written recommendations concerning construction, materials, equipment and services.

SECTION 4 - CONSTRUCTION MONITORING SERVICES PHASE

4.1 Construction Phase

If required by Consultant Service Authorization/Work Assignment (CSA) CONSULTANT shall complete the following as may be modified by the applicable CSA/Work Assignment:

4.1.1 Provide general administration of Construction Contract. CONSULTANT shall consult with and advise AUTHORITY and act as AUTHORITY'S representative within the limits of the construction documents.

4.1.2 Attend construction conferences in connection with the work of Contractor(s) while it is in progress unless otherwise stated in the CSA/Work Assignment.

4.1.3 Unless otherwise stated in the CSA/Work Assignment, CONSULTANT shall make regular visits to the project site, including visits by supervising officer personnel, at intervals appropriate to the various stages of construction as CONSULTANT deem necessary in order to observe and inspect as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s) work. In no event shall such site visits be less frequent than once per week. Based on information obtained during such visits and on such observations and inspections, CONSULTANT shall verify that such work is proceeding in accordance with the Contract Documents and CONSULTANT shall keep AUTHORITY informed of the progress of the work.

4.1.4 The purpose of CONSULTANT'S representation by the Resident Project Representative (and assistants) if any) at the site will be to better enable the CONSULTANT to carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase. In addition, as an experienced and qualified design professional, CONSULTANT will endeavor to assure AUTHORITY that the completed work of Contractor(s) conforms to the Contract Documents, and that the design as reflected in the Contract Documents has been implemented by Contractor(s).

4.1.5 Defective Work: During such visits and on the basis of such observations and inspections, CONSULTANT may disapprove of or reject Contractor(s) work while it is in progress if CONSULTANT believes that such work will not produce a completed project that conforms to the Contract Documents or that it will prejudice the design concept of the project as reflected in the Contract Documents.

4.1.6 Interpretations and Clarifications: CONSULTANT shall issue necessary interpretations and clarifications of the Contract Documents in connection therewith prepare work directive changes and change orders as required.

4.1.7 Shop Drawings: CONSULTANT shall review and approve when acceptable; shop drawings, samples and other data which Contractor(s) are required to submit for compliance with the Contract Document:

4.1.8 Substitutes: CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s) and notify the AUTHORITY of such substitutes prior to use.

4.1.9 Inspections and Tests: CONSULTANT shall have authority to require special inspection or testing of the work unless otherwise stated in the CSA/Work Assignment. CONSULTANT shall receive and review all certificates of inspections, testing's and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

4.1.10 Disputes and Changes during Construction: If requested by AUTHORITY, CONSULTANT shall act as initial interpreter of the requirements of the Contract Documents and judge the acceptability of the work thereunder and make decisions on all claims of AUTHORITY and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertinent to the execution and progress of the work. This section includes, holding meetings and negotiations with the Contractor to resolve disputes or changes to the Contract, including review and processing of all change orders.

4.1.11 Applications for Payment: Based on CONSULTANT'S on-site observations and inspections as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:

4.1.11.1 CONSULTANT shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to AUTHORITY, based on such observations, inspections and review, that the work has progressed to the point indicated, and that, in accordance with the standard of care referenced herein, the work is in compliance with the Contract Documents. This recommendation will be subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation. In the case of unit price work, CONSULTANT'S recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

4.1.11.2 By recommending any payment, CONSULTANT represents that the quality and quantity of Contractor(s) work, as it has been furnished and performed is in compliance with the Contract Documents.

4.1.12 Contractor(s) Completion Documents: CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents. Such review by the CONSULTANT is to determine that their content complies with the requirements of, and in the case of certificates of inspection, warranties, tests and approvals the results certified indicate compliance with the Contract Documents; and CONSULTANT shall transmit to AUTHORITY with written comments.

4.1.13 Asbestos: CONSULTANT shall not specify any materials which contain Asbestos. In addition, as part of the project close-out, CONSULTANT shall provide certification that no asbestos containing materials were specified or approved for installation to the extent that CONSULTANT should have knowledge.

4.1.14 Inspections: CONSULTANT shall perform inspections and conduct and/or observe any tests necessary to determine if the work is substantially complete. Final inspection will be made to
4.2 Start-Up, Turnover and Commissioning Phase

If required by Consultant Services Authorization/Work Assignment (CSAW), CONSULTANT shall complete the following as may be modified/supplemented by the applicable CSA Work Assignment:

4.2.1 Provide assistance in the closing of any financial or related transaction for the project.

4.2.2 Provide assistance in connection with the start-up, refining and adjusting of any equipment or system, including performing a final inspection at the end of the warranty period.

4.2.3 In conjunction with AUTHORITY, visit the project to inspect and point out any apparent defects in the completed construction, assist AUTHORITY in inspections and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work, including assisting the AUTHORITY during warranty of the project(s).

4.2.4 Assist the AUTHORITY in training AUTHORITY's staff to operate and maintain the project.

4.2.5 Assist the AUTHORITY in developing systems and procedures for control of the operation and maintenance of, and record keeping for, the project.

4.2.6 Prepare a set of reproducible record drawings (as-builts) and AutoCAD files showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT confirmed by CONSULTANT's observations and inspections and which CONSULTANT considers significant.

4.2.7 If the AUTHORITY designates a person to represent the AUTHORITY at the site who is not the CONSULTANT or CONSULTANT's agent or employee, the duties, responsibilities and limitations of authority of such person and the effect thereof on the duties and responsibilities of CONSULTANT and the Resident Project Representative (and any assistants) will be set forth in the CSA Work Assignment issued for the project.

SECTION 5: ADDITIONAL SERVICES OF CONSULTANT

5.1 Services Requiring Authorization in Advance

Only if authorized in writing by the AUTHORITY, and not included in basic services, CONSULTANT may begin the authorized work and receive additional compensation for furnishing or obtaining the requested additional services of the types listed in this Section.

5.1.1 Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with the project, preparation or review of environmental impact statements or other required environmental permits.

5.1.2 Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to changes in size, complexity of the AUTHORITY's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or order enacted subsequent to the preparation of such studies,

reports or documents, or are due to any other causes beyond CONSULTANT's control. Such services may be considered as additional services, provided such services are not required as the result of any act, error or omission of the CONSULTANT or any person or entity providing services on behalf of the CONSULTANT in the performance of this Agreement.

5.1.3 Providing renderings or models for AUTHORITY's use.

5.1.4 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.

5.1.5 Preparing to serve or serving as a CONSULTANT or EXPERT WITNESS for the AUTHORITY in any litigation involving the project except for negotiations in seeking settlement of disputes and assistance in consultations which is included as part of Basic Services or in situations where CONSULTANT may be responsible due to incompetence, errors, omissions, or fraud.

5.1.6 Services in connection with work change directives and change orders to reflect changes requested by the AUTHORITY, which require additional design services from the CONSULTANT.

5.2 AUTHORITY'S Responsibilities

The AUTHORITY shall perform the following in a timely manner so the services of the CONSULTANT are not delayed:

5.2.1 Designate a person to act as the AUTHORITY's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the AUTHORITY's policies and decisions with respect to CONSULTANT's services for the project.

5.2.2 As requested, in writing, by CONSULTANT, provide criteria and information as to the AUTHORITY's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the AUTHORITY will require to be included in the Contract Documents.

5.2.3 Arrange for access to, and make provisions where necessary for CONSULTANT to enter upon, property as required for CONSULTANT to perform services under this Agreement.

5.2.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT. If requested by CONSULTANT, render in writing decisions pertaining thereto within such time as may be identified by CONSULTANT. However, said decisions shall create no liability on the part of the AUTHORITY for approval or acceptance.

5.2.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project unless otherwise stated in the CSA Work Assignment.

5.2.6 If more than one prime contract is to be awarded for construction, material, equipment and services for the entire project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

5.2.7 Furnish to CONSULTANT data or estimated figures as to the AUTHORITY's anticipated costs for services to be provided by others to the AUTHORITY so that CONSULTANT may make the necessary findings to property support opinions of probable Total Project Costs.
5.2.8 Attend the pre-bid conference, bid opening, pre-construction conferences, and substantial completion inspections and final completion inspections.

5.2.9 Give prompt written notice to CONSULTANT whenever the AUTHORITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT’S services, or any defect or non-conformance in the work of any Contractor.

SECTION 6 - PAYMENTS TO CONSULTANT

6.1 The total amount to be paid by the AUTHORITY under this Agreement and method of payment shall be set forth on each CSA/Work Assignment. For those CSA/Work Assignments that are not a fixed price, the CONSULTANT shall notify the AUTHORITY in writing when 75% of the “not to exceed amount” has been reached on each CSA/Work Assignment. The CONSULTANT will bill the AUTHORITY on a monthly basis, or as otherwise provided in a CSA/Work Assignment, at the amounts set forth for services rendered toward the completion of the Scope of Work on each CSA/Work Assignment. Where incremental billings for partially completed items are permitted, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

6.2 Proper Pay Applications received from the CONSULTANT pursuant to this Agreement will be reviewed and upon approval by the AUTHORITY indicating that services have been rendered, invoices will be paid in accordance with the Florida Local Government Prompt Act, Florida State Statute 218.735, as amended. All payments to subcontractors shall also be made in accordance with this Prompt Payment Act.

6.3 Fixed Price Method of Payment: The scope of work for services, projects, or programs shall be thoroughly defined and outlined prior to its authorization. The AUTHORITY and CONSULTANT shall mutually agree to a fixed price for services to be rendered and a detailed scope of work. Should the AUTHORITY deem that a change in the scope of work is appropriate, then a decrease or increase shall be agreed to in writing. Prior to execution of a fixed price authorization, the CONSULTANT shall have submitted a detailed cost proposal including the estimated labor hours, labor rates as established in Section 6.5, sub-contractual services, out of pocket expenses and other related costs supporting the proposed work. Fixed price contracts shall include all services including labor, reimbursement expenses if any, and overhead and profit as part of the fixed price.

6.4 Computation of Time Charged/Exceed Method of Payment: When a service is to be compensated for on a time charged basis, the CONSULTANT will submit a not to exceed budget to the AUTHORITY for prior approval based on estimated labor hours and labor rates as established in this Payments to Consultants Section, which shall not exceed established hourly rates as shown in Fee Schedule attached hereto, or the latest rates approved by the AUTHORITY, plus sub-contractual services, out of pocket expenses and other related costs supporting the proposed work and approved by the AUTHORITY. Should the CONSULTANT find it necessary to change assigned personnel during the execution of the work, the CONSULTANT must make every effort to substitute equally qualified staff at the same loaded labor rate as identified in Fee Schedule. The CONSULTANT must obtain prior written authorization from the AUTHORITY for all staff changes and substitutions that are made after the initial CSA/Work Assignment has been executed. The AUTHORITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not to exceed cost amount approved by the AUTHORITY. Specifically, and for purposes of clarity, the AUTHORITY will not be liable for payment of those items.

6.5 The AUTHORITY agrees to pay the CONSULTANT compensation based on the actual hourly labor rates (employee hourly salaries) for services rendered by personnel directly engaged on AUTHORITY projects. The billing multiplier will be calculated using the audited overhead plus the fringe benefit rates. The billing multiplier will be calculated by adding a negotiated profit of up to 10% to the break-even multiplier. The billing multiplier will be capped at 3.00. Therefore, the billing multiplier will be the lesser of the number calculated as described above or 3.00. The billing multiplier will be rounded to the nearest second decimal place. The labor billing rate for each employee will be calculated by multiplying the respective actual hourly labor rates and the billing multiplier.

The labor, general overhead, fringe benefit rate, and profit factors may be subject to audit. The Fiscal Year 2023 established loaded hourly labor rates are set forth in Fee Schedule attached hereto and made a part hereof. Fee Schedule may be adjusted with the AUTHORITY’s approval once per year on or after the anniversary date of this Agreement to reflect any changes in CONSULTANT staff status, the actual raw labor rates at that time, and the audited labor multiplier. Thereafter, the CONSULTANT may request adjustments to Fee Schedule, subject to the AUTHORITY’s approval, on or after the twelve (12) month anniversary date of the initial Adjustment. At the time of requesting a labor rate adjustment, the CONSULTANT will provide a report of an independent certified public accountant on statement of direct labor, fringe benefits and general overhead. If a rate adjustment is not requested by the CONSULTANT within six (6) months of each anniversary date of the initial Agreement, the AUTHORITY will not approve a rate adjustment until the date of the next anniversary of the Initial Adjustment.

6.6 For routine consulting projects and construction/field work projects lasting less than one hundred and sixty (160) hours, the audited office multiplier can be used for establishing loaded labor rates. For all other construction and/or field work tasks/projects exceeding the above threshold, the loaded labor rate for the individuals performing the field work will be calculated using the audited field multiplier.

6.7 Unless specifically approved in advance by the AUTHORITY in writing, CONSULTANT is not allowed to bill any labor and expense associated with CONSULTANT’s internal Quality Assurance, Quality Control, financial management, and monthly invoicing for work performed on AUTHORITY’s projects. Cost categories and items that are included in the audited overhead cannot be billed to the AUTHORITY.

6.8 The Maximum Hourly Compensation will not exceed $300.00, without prior written approval of the AUTHORITY.

6.9 Compensation for subcontractors will be negotiated on a per consultant services authorization/Work Assignment (CSA/Work Assignment) basis. Compensation will be through either a direct mark-up no greater than eight percent (8%) or through the addition of time for the management effort required for any approved subcontract. If the CONSULTANT chooses to add time to manage its subcontractors instead of direct mark-up, such tasks shall be clearly identified in the proposal by including a separate line item on the labor budget estimate. Sub-contractual services shall be approved by the AUTHORITY in advance of the performance of the sub-contractual work. Consulting time for processing and management of the subcontractor shall not be included in direct costs if a direct mark-up is applied for management efforts.

6.10 Reimbursable expenses will be reimbursed up to the not-to-exceed amount identified on each CSA/Work Assignment. All reimbursable expenses will be estimated up front at the time of negotiating each CSA/Work Assignment. All requests for payment of reimbursable expenses eligible for reimbursement under the terms of the Agreement shall be actual expenses incurred and include copies of paid receipts, invoices, or other documentation acceptable to the AUTHORITY Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in each CSA/Work Assignment. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes, as amended. Per Diem, car rental, mileage, meals, and lodging expenses are not allowable for CONSULTANT or its staff from the local office.

6.11 In order for both Parties to close their books and records, the CONSULTANT will clearly state “Final” on the CONSULTANT’S final bill billing to the AUTHORITY for each CSA/Work Assignment. This shall constitute CONSULTANT’S certification that all services have been properly performed and all charges and costs have been invoiced to the AUTHORITY for the identified CSA/Work Assignment. Since this account will thereupon be closed, any and other further changes, if not properly included in this invoice, are waived by the CONSULTANT for the identified Service Authorization. The AUTHORITY and CONSULTANT acknowledge that the AUTHORITY shall not be liable for any further charges and costs not included in this “Final” invoice.
SECTION 7 - CONSTRUCTION COST AND OPINIONS OF COST

7.1 Construction Cost

7.1.1 The construction cost of the entire project (herein referred to as "Construction Cost") means the total cost to the AUTHORITY of those portions of the entire project designated and specified by CONSULTANT, but it will not include CONSULTANT's compensation and expenses, the cost of land acquisition, rights-of-way, or compensation for or damages to, properties unless the Agreement so specifies. It will include AUTHORITY'S legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the project or compensation paid to others to be provided by others to AUTHORITY.

7.1.2 If required by AUTHORITY and accepted by the CONSULTANT, there shall be a Construction Budget Cap as set forth in each CSA/Work Assignment for each project, and the CONSULTANT agrees to maintain the amount or sum set forth. The Construction Cost shall be designed at no cost to the AUTHORITY until construction and demolition can be achieved within this limit. The program shall not be lessened by design requirements to decrease costs without the prior written approval of AUTHORITY. Similarly, "Add Alternates for program requirements are not allowable in order for the CONSULTANT to lessen costs to meet the Final Limit Construction Budget Cap.

7.2 Opinions of Cost

Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, CONSULTANT'S opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry.

SECTION 8 - GENERAL CONSIDERATIONS

8.1 Standard of Care

8.1.1 CONSULTANT has, during the evaluation and negotiation phase of this solicitation process that has preceded the Effective Date of this Agreement, represented to AUTHORITY that the CONSULTANT is possessed of a level of skill, knowledge, experience and expertise of a nationally recognized engineering firm. CONSULTANT acknowledges that AUTHORITY has relied on CONSULTANT'S representations of skill, knowledge, experience and expertise in executing this Agreement. CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill and ability as is required for the work to be performed. CONSULTANT'S representations of skill, knowledge, experience and expertise which CONSULTANT has represented to the AUTHORITY. CONSULTANT shall perform any such duties as may be assigned without notice. CONSULTANT accepts the relationship of fair dealing and confidence established by this Agreement and agrees with AUTHORITY to cooperate with AUTHORITY and to utilize CONSULTANT'S best skill, efforts and judgment in furthering the interests of the AUTHORITY. CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the AUTHORITY'S interests.

8.1.2 CONSULTANT agrees to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Agreement first written. It is specifically understood that the Accessibility provisions of the Americans with Disabilities Act (ADA) shall be complied with and incorporated into the project.

8.1.3 Although specific provisions of this Agreement refer to some services with terms such as "complete", "accurate", "full extent", "highest", "in detail", "very", "certify", "represent", "substantial", "inspect", "monitor", "discovery", "as often as necessary", "approve", "accept", "reject", and "enforce", such terms and similar terms shall be qualified by the standard of care stated in the preceding two paragraphs.

8.1.4 The CONSULTANT shall not be responsible for the means, methods, techniques, sequences and operations of construction or safety precautions and programs unless such means, methods, techniques, sequences and operations of construction or safety precautions and programs are provided for in Construction Documents.

8.2 Termination

8.2.1 This Agreement may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the AUTHORITY in the event of default by the AUTHORITY to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the AUTHORITY, with or without cause, and solely for convenience, within five (5) calendar days upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination specified in this notice. CONSULTANT agrees to waive and make no claim for lost profits or other consequential damages. After receipt of a Termination Notice and except as otherwise directed by the AUTHORITY the CONSULTANT shall do all of the following:
   a. Stop work on the date and to the extent specified.
   b. Terminate all orders and subcontracts relating to the performance of the terminated work.
   c. Transfer all work in process, completed work, and other materials related to the terminated work to the AUTHORITY.
   d. Continue and complete all parts of the work that have not been terminated.

8.2.2 Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

8.2.3 Notwithstanding any breach of this Agreement by either of the Parties, the status of payment to the CONSULTANT, or the AUTHORITY's exercise of its rights of termination. It is hereby agreed between the Parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this project which have been created as a part of CONSULTANT'S services, or authorized by the AUTHORITY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this Agreement, whether or not in privity of contract with the AUTHORITY or CONSULTANT, and wherever located, shall be the property of the AUTHORITY. Use by the AUTHORITY of any draft, incomplete, or other materials which are not submitted as final work product shall be at the AUTHORITY'S sole risk.

8.3 Truth-in-Negotiation Certificate

8.3.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the execution of this Agreement and no higher than the average rates charged by the CONSULTANT to any other customers or clients for the same or substantially similar service.
8.3.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this "Certificate" with one (1) year following final payment. AUTHORITY has the authority and right to audit CONSULTANT'S records under this provision during the one (1) year period.

8.4 Personnel

8.4.1 The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to fully, efficiently and properly perform the services under this Agreement. Such personnel shall not be employees of or have any conflicting relationship with the AUTHORITY.

8.4.2 All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed, authorized or permitted under state and local law to perform such services during the entire Initial and Extended Term of this Agreement, if any.

8.4.3 Any changes or substitutions in the CONSULTANT'S key personnel or subcontractors must be made known to the AUTHORITY'S representative and written approval must be granted by the AUTHORITY before said change or substitution can become effective.

8.4.4 The CONSULTANT represents that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in the Standard of Care Section above.

The following personnel shall be considered key personnel:

<table>
<thead>
<tr>
<th>Office No.: XXX-XXX-XXXX</th>
<th>Cell No.:</th>
<th>Email:</th>
</tr>
</thead>
</table>

8.4.5 CONSULTANT'S Representative:

The CONSULTANT will identify the name of the Project Engineer/Manager and Resident Project Representative during the scoping phase prior to execution of the CSA/Work Assignment. The Project Engineer/Manager and Resident Project Representative shall devote such time as may be necessary to the project and as may be appropriate to and consistent with full, proper and timely performance of this Agreement. These individuals shall be assigned to the project through final acceptance of construction. The Project Engineer/Manager nor the Resident Project Representative shall not be removed from his/her responsibilities on this project without the written consent of the AUTHORITY. The AUTHORITY shall retain reasonable right of approval of the CONSULTANT'S designated Project Engineer/Manager and Resident Project Representative and the right to require the CONSULTANT to replace its designated Project Engineer/Manager or Resident Project Representative with another individual acceptable to the AUTHORITY.

8.5 EQUAL BUSINESS OPPORTUNITY PROGRAM:

The Governing Board of the AUTHORITY has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population including, but not limited to, local, small, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY's procurement process, in accordance with Section 6.1 through 6.4 of the Purchasing Manual, which is hereby incorporated herein by reference. Program tools and solicitation incentives are hereby referred to as the Affirmative Procurement Initiatives (API).

A. Affirmative Procurement Initiative (API):

CONSULTANT hereby acknowledges and agrees the selected API requirement as set forth in the solicitation which requirements shall also be extended to any change order or subsequent contract modification, and absent EBO's granting of a waiver, that its full compliance with the specified API terms and conditions are material to its satisfactory performance under this Agreement.

B. SIM/WBE Subconsultant/Supplier Utilization Plan:

The Subcontractor/Supplier Utilization Plan submitted by the CONSULTANT to AUTHORITY with its proposal for this contract contains the names of the certified SIM/WBE Subconsultants to be used by CONSULTANT on this Agreement. The CONSULTANT must identify the respective percentages and dollar value of the total prime contract dollar value to be awarded and performed by each SIM/WBE Subconsultant, and documentation including a description of each SIM/WBE Subconsultant's scope of work and confirmation of each SIM/WBE subconsultant's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached as EBO Forms and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the EBO, the failure of CONSULTANT to obtain this subcontracting goal for SIM/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the AUTHORITY, and may result in default from performing future AUTHORITY contracts, withholding of payment for retention up to the dollar amount of the underutilization below the agreed upon SIM/WBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the EBO Program Policy, or under any other law.

C. Calculating SIM/WBE Participation:

The percentage of participation shall be calculated by dividing the sum of the contract value performed by the Certified SIM/WBE Prime Bidder that provides goods and/or services necessary to support the required services under this Agreement and the payments made to the Certified SIM/WBE Subcontractors included in the CONSULTANT'S Subcontractor/Supplier Utilization Plan, if any, by the contract amount.

The goal is to encourage doing business with certified local SIM/WBE firms with certifications from any certifying organization in the State of Florida approved by the AUTHORITY. For the purpose of this requirement, an eligible local SIM/WBE firm included in the CONSULTANT'S plan submitted in response to the solicitation giving rise to this Agreement must have had a valid certification prior to the due date for responses to solicitation. Certified local SIM/WBE firms added after contract award must have a valid certification prior to the date upon which they are added. Furthermore, such firms shall be domiciled in Palm Beach County as defined in the AUTHORITY'S Purchasing Manual, Section 6, incorporated herein, as of the aforementioned dates required for certification.
D. Demonstration of Good Faith Effort:

CONSULTANT is required to demonstrate a Good Faith Effort, as defined in the AUTHORITY's Purchasing Manual, to accomplish the Affirmative Procurement Initiative as described in Part A of this Section, and to meet the commitments in the Single-Source Subcontractor/Supplier Utilization Plan contained therein. No additions, deletions, substitutions or modifications to the Subcontractor/Supplier Utilization Plan may be made without the prior approval of the EBO office. Requests for additions, deletions, substitutions or modifications must be submitted in writing and shall state the nature of the requested change, and in the case of requests, attachments or substitutions, the Single-Source Subcontractor/Supplier name, scope of work, and dollar value of work to be performed in addition to any other documentation requested by the EBO office. Upon receipt of the request, the CONSULTANT shall constitute a duly authorized modification of this Agreement and considered an amendment hereto by consent of the PARTIES, subject to the requirements of the Agreement without necessity of further action of any type by the PARTIES. Among other things, in demonstration of a Good Faith Effort in relation to this Agreement, CONSULTANT shall follow all requirements of the EBO Program, including:

1. If CONSULTANT is unable to meet the participation requirements for any S/M/WBEs specified in its Subcontractor/Supplier Utilization Plan, the CONSULTANT shall submit an additional S/M/WBE to fulfill the requirements; the requested substitution must be approved by the Director of the EBO Office or designee and the Originating Department Director or designee.

2. If, after reasonable Good Faith Efforts, the CONSULTANT is unable to find an acceptable substitute for an S/M/WBE, a post-award waiver shall be requested. The request shall document the reasons for the CONSULTANT’s inability to meet the goal requirement. In the event the CONSULTANT is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute or additional for the initial S/M/WBE proposed utilization, the Agreement may be terminated for material breach and/or the CONSULTANT may be subject to other penalties and sanctions permitted by this Agreement.

3. If requesting a post-award subcontracting waiver, the CONSULTANT shall request waiver of a specified subcontracting goal by submitting a Post-Award Vendor Subcontracting Waiver Request Form ( Exhibit C-2). Documentation and supporting evidence of all Good Faith Efforts made to comply with the subcontracting goal must also be submitted. CONSULTANT shall submit request by visiting swa.go.gov or the EBO Office at 561-640-4000 Ext. 4532.


1. CONSULTANT acknowledges that the AUTHORITY's EBO Program is in furtherance of the AUTHORITY's efforts at economic inclusion, and that CONSULTANT's commitments including but not limited to, the Subcontractor/Supplier Utilization Plan, are part of CONSULTANT's scope of work as referenced in the AUTHORITY's solicitation that formed the basis for contract award and subsequent execution of this Agreement. CONSULTANT's compliance with the EBO Program and exercise of a Good Faith Effort to achieve the S/M/WBE Participation Goals is considered by the PARTIES to this Agreement to be material terms. CONSULTANT voluntarily agrees to fully comply with the EBO Program terms as a condition for being awarded this Agreement by the AUTHORITY. Without limitation, CONSULTANT further agrees to the following terms as part of its contract responsibilities under the EBO Program:

a) CONSULTANT shall cooperate fully with the EBO Office and other AUTHORITY departments in their data collection and monitoring efforts regarding CONSULTANT's utilization and payment of all its subcontractors and suppliers, including both S/M/WBE and non-S/M/WBE firms for their performance of Commercially Useful Functions on this Agreement, including but not limited to, the timely submission of completed forms to the Office of EBO as specified in the EBO Agreement No. 23-002. - 19 - SAMPLE

b) CONSULTANT shall cooperate fully with any AUTHORITY or EBO investigation, and shall also respond truthfully and promptly to any AUTHORITY or EBO inquiry, regarding possible non-compliance with EBO Program requirements of the PARTIES or its Subconsultants or suppliers;

c) CONSULTANT shall permit the EBO, upon reasonable notice, to undertake inspections as necessary, including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subconsultants and workers to determine whether there has been a violation of the terms of this Agreement;

d) CONSULTANT shall immediately notify AUTHORITY, through the EBO or the Originating Department for this Agreement of any proposed changes to CONSULTANT's Subcontractor/Supplier Utilization Plan, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONSULTANT to replace the Subcontractor/Supplier Utilization Plan in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor/Supplier Utilization Plan, including, but not limited to, proposed self-performance of work by CONSULTANT of work previously designated for performance by Subconsultants or suppliers, substitutions of new Subconsultants, terminations of previously designated Subconsultants, or reductions in the scope of work and value of work awarded to Subconsultants or suppliers by submitting a Change To Utilization Plan form (EXHIBIT C-17), and Post Award Vendor Subcontracting Waiver Request (EXHIBIT C-2) and shall be subject to a written advance approval by the Originating Department and the EBO;

e) CONSULTANT shall immediately notify the Originating Department and EBO of or change in its ownership or business structure;

f) CONSULTANT shall retain all records of its Subconsultant payments for this Agreement for a minimum of five (5) years following the conclusion of this Agreement;

g) In instances wherein the EBO determines that a Commercially Useful Function is not actually being performed by the S/M/WBE firms listed in a CONSULTANT's Subcontractor/Supplier Utilization Plan, the CONSULTANT shall not be given credit for the participation of its S/M/WBE subcontractor(s) or joint venture partner(s) towards attainment of S/M/WBE firm utilization goals, and the CONSULTANT and its listed S/M/WBE firms may be subject to sanctions and penalties in accordance with the EBO Program Policy and Procedures;

h) CONSULTANT acknowledges that the AUTHORITY will not execute an agreement for this project unless the CONSULTANT and each of its Subconsultants for this project have registered and/or maintained active status in the AUTHORITY's Equal Business Opportunity Management System and CONSULTANT has represented to AUTHORITY which primary commodity code(s) each registered Subconsultant will be performing under for this Agreement;

i) CONSULTANT acknowledges that the AUTHORITY will not execute an agreement for this project unless the CONSULTANT provides an executed agreement with each of its S/M/WBE Subconsultants or suppliers with a contract term having the same as with this Agreement at a minimum.
F. Affirmative Procurement Initiatives - Compliance

1. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONSULTANT represents and warrants that it has complied with throughout the course of this bidding and contract award process, and will continue to comply with, the AUTHORITY’s Commercial Nondiscrimination Policy, as described in Section 6 of the Purchasing Manual, as incorporated herein. As part of such compliance, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information, in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the AUTHORITY’s relevant marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in AUTHORITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT’s certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the AUTHORITY pursuant to the bid solicitation for this Agreement is hereby attached and incorporated into the material terms of this Agreement. CONSULTANT shall incorporate this clause into each of its subcontractor and supplier agreements entered into pursuant to AUTHORITY contracts.

2. Prompt Payment:

Upon execution of this Agreement by CONSULTANT, CONSULTANT shall be required to submit to AUTHORITY accurate payment information, with each invoice regarding each of its Subcontractors to ensure that the CONSULTANT’s reported subcontract participation is accurate. CONSULTANT shall pay its Subcontractors in compliance within the timeframe set forth in accordance with the Florida Local Government Prompt Payment Act, or within ten (10) days of receipt of payment from the AUTHORITY, whichever is sooner.

3. Violations:

In addition to the above, CONSULTANT acknowledges and agrees that it is a violation of the EBO Program Policy and Procedures and a material breach of this Agreement to:

a) Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, MWBE for purposes of benefitting from the EBO Program;

b) Willfully falsify, conceal or cover up by any trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the EBO Program;

c) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an SBE/MWBE firm;

d) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the EBO Program; and

e) Make false statements to any entity that any other entity is, or is not, certified as an SBE/MWBE for purposes of the EBO Program.

4. Penalties, Sanctions and Debarment:

Any person who violated the provisions of this section shall be subject to the sanctions and penalty provisions of Section 6.1 through 6.4 of the AUTHORITY’s Purchasing Manual, as incorporated herein by reference that include, but are not limited to:

a) Suspension of contract;

b) Withholding of funds;

c) Recession of contract based upon a material breach of contract pertaining to SBE/MWBE Program compliance;

d) Refusal to accept a response or proposal to a future bid or RFP;

e) Debarment of a Respondent, Contractor or other business firm from eligibility for providing goods or services to the AUTHORITY for a period not to exceed three (3) years (subject to change upon AUTHORITY Board approval); and

f) Liquidated damages equal to the difference in dollar value of SBE/MWBE participation as committed to in the Agreement, and the dollar value of SBE/MWBE participation as actually achieved.

8.6 Independent Contractor Relationship

8.6.1 The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall be at all times, and in all places, subject to the CONSULTANT’S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees or others perform the work under this Agreement. The CONSULTANT’S relationship and the relationship of its employees or any others performing work under this Agreement shall at all times and without exception be that of an Independent Contractor and not as employees or agents of the AUTHORITY.

8.6.2 The CONSULTANT does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.

8.7 Contingent Fees

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, or any other consideration contingent upon or resulting from the award or making of this Agreement.
8.8 Authority to Conduct Business

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and perform all requirements in this Agreement for the entirety of the initial and extended term, if any, of this Agreement. Proof of such licenses and approvals shall be submitted to the AUTHORITY upon request.

8.9 Federal and State Tax

8.3.1 The AUTHORITY is exempt from payment of Florida State Sales and Use Taxes. The AUTHORITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exonerated from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the AUTHORITY. The CONSULTANT is not authorized to use the AUTHORITY’S Tax Exemption Number in securing such materials.

8.9.2 The CONSULTANT shall be responsible for payment of its own and its share of its employee’s payroll, payroll taxes, and benefits with respect to this Agreement.

8.10 Availability of Funds

The AUTHORITY’S performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the AUTHORITY Governing Board.

8.11 Insurance

8.11.1 CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the AUTHORITY with at least thirty (30) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as AUTHORITY’S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Agreement. In the event that subconsultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the AUTHORITY for any claim in excess of the subconsultants insurance coverage, to the extent that insurance meeting the limits would have afforded coverage to the AUTHORITY, as indicated in the insurance Checklist. CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY. CONSULTANT shall maintain insurance as indicated on the Insurance Requirements Checklists attached hereto for the entire term of the Agreement including any renewals.

8.11.2 Additional Insured: CONSULTANT shall endorse the AUTHORITY as an Additional Insured with a CD-ROM Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall be the "Solid Waste Authority of Palm Beach County, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsement coverage on a primary basis.

8.11.3 Waiver of Subrogation: Except for CONSULTANT’S Worker’s Compensation and Professional Liability policies, CONSULTANT hereby waives any and all rights of Subrogation against the AUTHORITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

8.11.4 Certificate(s) of Insurance: Prior to execution of this Agreement, CONSULTANT shall deliver to the AUTHORITY at a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of insurance shall include the following language: “Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.” CONSULTANT shall provide notice to the AUTHORITY at any time CONSULTANT becomes aware of any cancellation or material change in the insurance policies. The certificate of insurance shall be issued to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, FL 33412

8.11.5 Umbrella or Excess Liability: If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability and Employer’s Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employer’s Liability. The AUTHORITY shall be specifically designated as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

8.11.6 Right to Review: AUTHORITY, by and through its Risk Management Department, in cooperation with the consulting engineering department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein, from time to time throughout the term of this Agreement. AUTHORITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

8.12 Disclosure and Ownership of Documents

8.12.1 The CONSULTANT shall deliver to the AUTHORITY, for acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the AUTHORITY under this Agreement.

8.12.2 All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the AUTHORITY or its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the AUTHORITY’S prior written consent unless required by a lawful order. All drawings, plans, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Agreement for an AUTHORITY project or at the AUTHORITY’S expense shall be and remain the AUTHORITY’S property and may be reproduced and reused at the sole and unfettered discretion of the AUTHORITY. However, CONSULTANT will incur and assume no liabilities for modification or reuse unless CONSULTANT agrees with and is compensated for said reuse.

8.12.3 All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Agreement No. 33-602
8.13 Jurisdiction, Venue, Waiver of Jury Trial and Remedies

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No single or partial failure by any party to exercise any right, power, or remedy hereunder shall preclude that party from exercising that right, power or remedy in the future. The AUTHORITY and CONSULTANT FREELY AND VOLUNTARILY AGREE TO WAIVE ITS RESPECTIVE RIGHT TO A JURY TRIAL ON ANY ISSUE(S) SO TRIABLE.

8.14 Conflict of Interest

8.14.1 The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311, as amended. The CONSULTANT further represents that no person having any conflicting interest shall be employed for said performance.

8.14.2 The CONSULTANT shall promptly notify the AUTHORITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT’S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the AUTHORITY as to whether the association, interest or circumstance would, in the opinion of the AUTHORITY, constitute a conflict of interest if entered into by the CONSULTANT. If, in the opinion of the AUTHORITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the AUTHORITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with services provided to the AUTHORITY by the CONSULTANT under the terms of this Agreement.

8.15 Excusable Delays

8.15.1 The CONSULTANT shall not be considered in default by reason of any failure to perform if such failure arises out of causes beyond the control of the CONSULTANT or its subconsultants and without their fault or negligence. Such causes may include, under relevant circumstances: acts of God; natural or public health emergencies; strikes not within CONSULTANT’S work force, company or agents thereof, freight embargoes; and "abnormally severe and unusual” weather conditions.

8.15.2 Upon the CONSULTANT’S request, the AUTHORITY shall consider the facts and extent of any failure to perform the work and if in the reasonable opinion of the AUTHORITY the CONSULTANT’S failure to perform was without it or its subconsultants fault or negligence, this Agreement shall be revised accordingly; this is subject to the AUTHORITY’S rights to change, terminate, or stop any or all of the work at any time.

8.16 Arrears

The CONSULTANT shall not pledge the AUTHORITY’S credit or make it a guarantor of payment of surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.17 Modifications of Work

8.17.1 The AUTHORITY reserves the right to make changes in the work required by any CSA/Work Assignment, including alterations, reductions therein or additions there to. Upon receipt by the CONSULTANT of the AUTHORITY’S notification of a contemplated change, the CONSULTANT shall promptly do all of the following: (1) If requested by AUTHORITY, provide an estimate for the increase or decrease in cost due to the contemplated change, and (2) notify the AUTHORITY of any estimated change in the completion date, and (3) advise the AUTHORITY in writing if the contemplated change shall affect the CONSULTANT’S ability to meet the completion dates or schedules of this Agreement.

8.17.2 If the AUTHORITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the AUTHORITY’S decision to proceed with the change.

8.17.3 If the AUTHORITY elects to make the change, the AUTHORITY shall issue an amendment to the applicable CSA/Work Assignment and the CONSULTANT shall not commence work on any such change until such written amendment has been issued and executed.

8.18 Notice

All notices required in this Agreement if sent to the AUTHORITY shall be mailed to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, FL 33412

Attention: Executive Office
Office No.: 561-640-4200 Fax No.: 561-640-3400

and if sent to the CONSULTANT shall be mailed to:

(Name of Consultant)
Address #1
Address #2
City/State/Zip Code
Attention: ______________________________ (TITLE)
Office No. XXX-XXX-XXXX Fax: ______________ Email: ______________________________

8.19 Severability

8.19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any provision or portion 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 provision 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.

8.19.2 The provisions of this section shall not prevent the entire Agreement from being void if any provision which is of the essence of the Agreement is determined to be void.
8.20 Entirely of Contractual Agreement

8.20.1 The AUTHORITY and the CONSULTANT agree that this Agreement, including but not limited to the portions of the AUTHORITY's Purchasing Manual that are incorporated herein by reference, sets forth the entire agreement between the PARTIES, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto.

8.20.2 This Agreement includes the following exhibits, which are attached hereto and made a part hereof:
- Scope of Work
- Fee Schedule
- M/WBE Participation
- Insurance Requirement Checklist

8.21 Successors and Assigns

AUTHORITY and CONSULTANT agree that this Agreement may be assigned to others in accordance with the provisions of applicable law and the terms of this Agreement. The assignees shall be subject to the terms and conditions of this Agreement as if they were original parties thereto.

8.22 Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance of this Agreement, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and subconsultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the Effective date of this Agreement. This notice is required by F.S. 287.133(3)(a).

8.23 AutoCAD File

CONSULTANT agrees to provide AUTHORITY an electronic copy of the AutoCAD file used by CONSULTANT to develop the final Contract Documents and an electronic copy of the record drawings. The hard copy of the Contract Documents containing the CONSULTANT'S professional engineering stamp shall take precedence over the AutoCAD files.

8.24 Proprietary Information

Notwithstanding any other provision of this Agreement, all of CONSULTANT'S pre-existing computer programs, standard details, figures, templates, specifications or software developed by CONSULTANT outside of this Agreement shall remain the exclusive property of CONSULTANT. The AUTHORITY reserves the right to use any pre-existing standard details, figures, templates or specification utilized by CONSULTANT on AUTHORITY projects for any work related to the repair, expansion, rehabilitation, or modification of such projects.

8.25 Criminal History Records Check

The CONSULTANT shall comply with the provisions of Palm Beach County Ordinance 2003-030, as amended, the Criminal History Records Check Ordinance (“Ordinance”), if CONSULTANT's employees or subconsultants are required under this Agreement to enter a "critical facility" as defined in Palm Beach County Board of County Commissioners Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subconsultants who are to enter a "critical facility" will be subject to a fingerprint-based on criminal history records check. Although AUTHORITY agrees to pay all applicable FFLRPSW
costs required for criminal history records checks, the CONSULTANT shall be solely responsible for the final schedule, and staffing implications associated in complying with Ordinance 2003-030.

8.26 Inspector General

Palm Beach County has established the Office of the Inspector General (IG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This Agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the AUTHORITY, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect, control, and prevent fraud and conflict of interest. Failure to cooperate with the inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

8.27 Indemnification

8.27.1 General

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONSULTANT agree to allocate such liabilities in accordance with this Section.

8.27.2 Indemnification

The CONSULTANT shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

8.27.3 Survival

Upon completion of all services, obligations and duties provided for in this Agreement or in the event of termination of this Agreement for any reason, the terms and conditions of this Section shall survive.

8.28 Compliance with Laws

In performance of the Services, the CONSULTANT will comply with applicable regulatory requirements including federal, state, local and state laws, rules, regulations, orders, codes, criteria and standards.

8.29 Sub-consulting

8.29.1 AUTHORITY reserves the right, and in its sole and unfettered discretion, to accept the use of a subconsultant or to reject the selection of a particular subconsultant under this Agreement.

8.29.2 If a subconsultant fails to perform or make progress as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the AUTHORITY.
8.30 Waiver

A waiver by either AUTHORITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing in the event of a written waiver, such a waiver shall not affect the waiving party’s rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

8.31 Public Records, Access and Audits

8.31.1 It is the intent of this Section to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.

8.31.2 DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGER
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL 33412
561-840-4000 EXT. 4606
RECORDS.CUSTODIAN@SWA.ORG

8.31.3 The CONSULTANT shall maintain records relating to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GST-34 for State and Local Government Agencies (see: https://pdon.myflorida.com/library-archives/records-management/general-records-schedules/) after completion or termination of this Agreement. Upon AUTHORITY’s request, CONSULTANT shall provide AUTHORITY with access to such records during normal business hours at a location within Palm Beach County for purposes of inspection or audit.

8.31.4 Notwithstanding anything herein to the contrary, the CONSULTANT expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this Agreement; ii) acting on behalf of the AUTHORITY in the performance of this Agreement; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.

8.31.5 Any public records requests directed to, or related in any way to this Agreement shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager they shall immediately notify the CONSULTANT and the CONSULTANT must provide the records or allow access to the records within a reasonable time. A CONSULTANT who fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (F.S.) §§119.10, and §119.105) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed $1,000.

8.31.6 Therefore, the CONSULTANT is required to:

1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
2) Upon AUTHORITY’s request from the AUTHORITY’s Records Manager, provide the AUTHORITY with a copy of the requested records to allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the AUTHORITY would provide the records at a cost that does not exceed the cost provided by Florida law;
3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if the CONSULTANT does not transfer the records to the AUTHORITY; and
4) Upon completion of the Agreement, transfer at no cost to the AUTHORITY all public records in possession of the CONSULTANT or keep and maintain public records to the AUTHORITY upon completion or termination of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY’s Records Manager, either during performance of the Agreement or after termination or completion of the Agreement in a format that is compatible with the information technology systems of the AUTHORITY.

8.31.7 Failure of the CONSULTANT to comply with these requirements shall be a material breach of this Agreement.

8.32 Contract Administration

Services of CONSULTANT shall be under the general direction of the Director of (Department), or designee, who shall act as the AUTHORITY’s representative during the term of this Agreement.

8.33 Scrutinized Companies

6.33.1 When Agreement value is greater than one million dollars ($1,000,000): As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance thereunder, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of the Agreement shall be imposed, pursuant to F.S. 287.135. Said certification may be submitted at the time of renewal of this Agreement.

8.33.2 As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereunder, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.472.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Agreement may be terminated and, if said false certification stated that CONSULTANT was not engaged in a boycott of Israel, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification may be submitted at the time of renewal of this Agreement.
8.34 Agreements with Other Governmental Entities

8.34.1 The CONSULTANT agrees that this Agreement constitutes an offer to all State Agencies, Political Subdivisions and municipalities or other local government agency of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement should the CONSULTANT deem it in the best interest of their business to do so.

8.34.2 The Agreement in no way restricts or interferes with any State Agency or Political Subdivision and municipalities or other governmental agency of the State of Florida from re-solicitation.

8.35 Third Party Beneficiary Disclaimer:

It is not the intent of these documents to create third-party beneficiary status in any person or entity that is not a direct party to this Agreement and no language in this Agreement should be construed or interpreted as controlling a third-party beneficiary.

8.36 E-VERIFY – EMPLOYMENT ELIGIBILITY

A. The CONSULTANT certifies, warrants and represents that it is in compliance with Section 448.195, Florida Statutes, as may be amended, and that CONSULTANT shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the CONSULTANT’S subcontractors/subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. CONSULTANT shall obtain from each of its subcontractors/subconsultants any affidavit stating that the subcontractor/subconsultant does not, contract with, or sub-contract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(9), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the sub-contract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

B. AUTHORITY shall terminate this Agreement if it has a good faith belief that CONSULTANT has knowingly violated Section 448.095, Florida Statutes, as may be amended. If AUTHORITY has a good faith belief that one of CONSULTANT’S subcontractors/subconsultants has knowingly violated Section 448.095(1), Florida Statutes, as may be amended, AUTHORITY shall notify CONSULTANT to terminate its contract with the subcontractor/subconsultant and CONSULTANT shall immediately terminate its contract with the subcontractor/subconsultant. If AUTHORITY terminates this Agreement pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by AUTHORITY for a period of one (1) year from the date on which the Agreement was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by AUTHORITY as a result of the termination.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
EXHIBIT "A"

SCOPE OF WORK

EXHIBIT "B"

FEE SCHEDULE

(Fee Schedule to be inserted upon successful completion of negotiation and prior to execution of Agreement)
EXHIBIT "C-1"  
Change To Utilization Plan

SOLICITATION INFORMATION

Instructions: List all changes in the use of certified or non-certified Subcontractors/Suppliers in relation to the Prime Contractor's original Utilization Plan or latest Change to Utilization Plan approved by the Equal Business Opportunity (EBO) Office for the contract listed below.

Name of Prime Contractor:

Contract Name:

ORGANIZATION STATUS

All sections of the following table must be completed.

<table>
<thead>
<tr>
<th>Role</th>
<th>Name of Firm</th>
<th>Certifications (SM/WBE)</th>
<th>HUB/Small/Minor Changes Value</th>
<th>Estimated Total Contract Value ($)</th>
<th>NSP Code</th>
<th>Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUB</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUB</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUB</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUB</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

"*If a NEW FIRM is ADDED TO THE CONTRACT, ENSURE THEY ARE REGISTERED AS A VENDOR WITH THE AUTHORITY. IF REMOVING/REDUCING THE DOLLAR VALUE FOR A FIRM, ATTACH DOCUMENTATION ESTABLISHING THAT THE FIRM WAS NOTIFIED AND EVIDENCE OF JUSTIFICATION FOR REQUEST.

Rationale for Waiver

The purpose of this waiver is to specify the good faith efforts made in meeting the required subcontracting goals(s) for this project. The prime contractor is required to submit a change to the Utilization Plan (if not previously submitted) with this Post-Award Vendor Subcontracting Waiver Request form

1a. Select the statement(s) below that best explains why the required subcontracting goal(s) were not met. (Check all that apply)

- The Authority issued a change order that limited subcontracting opportunities of the scope of work causing the subcontracting goal(s) to be met.
- The Authority issued a change order that required expedited completion of the scope of work, causing the subcontracting goal(s) to be met.
- The subcontractor previously selected for subcontracting is not available to perform the scope of work and could not be replaced with another subcontractor that could perform the scope of work.
- The EAWIRE was previously selected for subcontracting is no longer certified in accordance with the Economic Inclusion Policy and Procedures, and could not be replaced with another subcontractor that could perform the scope of work.
- There were other issue(s) that resulted in the subcontracting goal(s) not being met

Sign & Date

Prime Contractor's Authorized Agent Name (Print) Date

Equal Business Opportunity Office Sign & Date Approved/Denied

Agreement No: 23-602

--- SAMPLE ---
EXHIBIT "D"
INSURANCE REQUIREMENTS
CHECKLIST
MEMORANDUM

TO: Vice Mayor Maria Sachs, Chair and Solid Waste Authority Board Members

SUBJECT: Recommendation and Award of Contract for Providing Professional Consulting Services for Landfill and Landfill Gas Systems

RECOMMENDATION: Authorize the Executive Director to execute a contract with SCS Engineers to provide Professional Consulting Services for an initial three-year term with an option to extend an additional three years, subject to legal sufficiency approval by General Counsel.

BACKGROUND:

The Solid Waste Authority (Authority) advertised a Request for Qualifications (RFQ) for professional services on March 3, 2023 (RFQ No. 23-606/PA) in conformance with F.S. 287.055 Consultants' Competitive Negotiating Act (CCNA). These services will be used on a routine basis for the Authority's Landfill and Landfill Gas Systems.

To establish an Affirmative Procurement Initiative (API) for this solicitation, the Equal Business Opportunity (EBO) office researched the availability of Small/Minority/Women Business Enterprises (S/M/WBE) located within Palm Beach County to provide the required scope of services. Based on the findings, the EBO recommended an S/M/WBE participation of five percent (5%).

Stearns, Conrad, and Schmidt, Consulting Engineers, Inc. dba SCS Engineers was the only firm that responded to this solicitation and their submittal was deemed responsive by the Authority. The contract term in accordance with Board policy will be for an initial period of three (3) years with an option to extend for an additional three (3) year term.

BUDGET IMPACT: $500,000 annually which will be approved on a project specific basis through the normal budget process.
MEMORANDUM

TO: Vice Mayor Maria Sachs, Chair 
and Solid Waste Authority Board Members

SUBJECT: Evaluation Committee Recommendation and Award of Contract for Providing Professional Consulting Engineering Services for the Water, Wastewater, and Electrical Systems

RECOMMENDATION: Authorize the Executive Director to execute a contract with Black & Veatch Corporation to provide Professional Engineering Services for an initial three-year term with an option to extend an additional three years, subject to legal sufficiency approval by General Counsel.

BACKGROUND:

The Solid Waste Authority of Palm Beach County (Authority) advertised a Request for Qualifications (RFQ) for professional consulting engineering services on February 17, 2023 (RFQ No. 23-604/PA) in conformance with F.S. 287.055 Consultants’ Competitive Negotiating Act (CCNA). These services will be used on a routine basis for the Authority’s water, wastewater, and electrical systems.

To establish an Affirmative Procurement Initiative (API) for this solicitation, the Equal Business Opportunity (EBO) office researched the availability of Small/Minority/Women Business Enterprises (S/M/WBE) located within Palm Beach County to provide the required scope of services. Based on the findings, the EBO recommended an S/M/WBE participation of twenty percent (20%).

Three (3) firms responded to this solicitation, and all were deemed responsive by the Authority’s Purchasing department. The Evaluation Committee (Committee) met on May 4, 2023, and ranked the three (3) firms based on qualifications and experience as prescribed by CCNA. The Committee ranked Black & Veatch Corporation as the most qualified firm for the type of services solicited in the RFQ. The contract term in accordance with Board policy will be for an initial period of three (3) years with an option to extend for an additional three (3) year term.

BUDGET IMPACT: $50,000 annually which will be approved on a project specific basis through the normal budget process.
# Recommendation of Award

**Final Ranking**

Consulting Engineering Services for Water, Wastewater and Electrical Utility Systems

RFQ 23-604

<table>
<thead>
<tr>
<th>RANKING</th>
<th>RESPONDENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1*</td>
<td>BLACK &amp; VEATCH CORPORATION</td>
</tr>
<tr>
<td>2</td>
<td>KIMLEY-HORN AND ASSOCIATES</td>
</tr>
<tr>
<td>3</td>
<td>BAXTER &amp; WOODMAN</td>
</tr>
</tbody>
</table>

**Signature:** Patricia D. Armstrong  
Digitally signed by Patricia D. Armstrong  
Date: 2023.05.04 16:06:05 -04'00'  
Patricia D. Armstrong, MBA, CPPB  
Assistant Procurement Manager

7501 North Jog Road, West Palm Beach, Florida 33412  
(561) 640-4000  
Fax (561) 640-3400
MEMORANDUM

TO: Vice Mayor Maria Sachs, Chair and Solid Waste Authority Board Members

SUBJECT: Piggyback Contract for Repair and Calibration Services of Flow Meters and Related Devices

RECOMMENDATION: Authorize the Executive Director to enter the Piggyback contract from RFP T-01-22 between Broward County and P.C. Controls, Inc., through November 17, 2027, subject to legal counsel sufficiency approval by General Counsel.

BACKGROUND:

The Authority has an infrastructure of instrumentation and control devices controlling power, water production, wastewater treatment, and leachate control. It has obligations to operate and maintain all infrastructure devices including calibration and certification of water control devices in compliance with South Florida Water Management District permits.

P.C. Controls, Inc., has provided consistent engineering services to the Authority for over fifteen (15) years. The Authority competitively bid these services and received responses that exceeded the $50,000 budgeted. Therefore, staff recommends entering into a piggyback contract with P.C. Controls, Inc., under the same terms and conditions as the Broward County contract.

BUDGET IMPACT: $50,000 annually

ATTACHMENTS: Piggyback Agreement; P.C. Controls, Inc. Letter of Acceptance; and City of Pompano Beach, RFP T-01-22.

REVIEWS:

Director: [Signature] Date: 5/23/2023

Director of Contract: Compliance [Signature] Date: 5/23/23

Chief Officer: [Signature] Date: 5/23/23

Chief Financial Officer: (as required) [Signature] Date: 5/23/23

Legal Counsel: (as required) [Signature] Date: 5/30/2023

Executive Director: [Signature] Date: 5/30/2023

May 23, 2023
PIGGYBACK SERVICE CONTRACT#1543
REPAIRS AND CALIBRATION OF FLOW METERS AND RELATED DEVICES

THIS Contract ("Agreement"), made and entered into this __________ day of ______________, 2023, between
the SOLID WASTE AUTHORITY of PALM BEACH COUNTY, a dependent special district created by Chapter 2001-
331, Laws of Florida, as amended (hereinafter referred to as "AUTHORITY") and PC CONTROLS, INC., (hereinafter
referred to as the "CONTRACTOR" and "Parties" when referred to collectively), a Florida Corporation, whose Federal
Employer ID Number is 85-0789111).

WITNESSETH:

That the said CONTRACTOR having been awarded the contract for Repairs and Calibration of Flow Meters
and Related Devices, Request For Proposals T-01-22 in accordance with the terms, conditions and pricing of
CONTRACTOR's Agreement with City of Pompano Beach, dated November 14, 2022, which Agreement is attached
hereto as Composite EXHIBIT A and incorporated herein by specific reference in its entirety. The Parties understand
and agree that for and in consideration of the promises, covenants, agreements and payments specified herein, the
CONTRACTOR hereby covenants and agrees to and with the AUTHORITY to undertake and execute all of the said
named work in a good and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment,
supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of this
Agreement and in accordance with all federal, state, and local laws, rules, codes and governing regulations, within the
time frame specified in this Agreement. All references in EXHIBIT A to City of Pompano Beach, shall be construed as
references to the AUTHORITY.

In consideration of the foregoing, and other good and valuable consideration the receipt of which is
acknowledged by the other, the Parties agree to the following terms and conditions:

1. EFFECTIVE DATE, TERM AND PRICING:

   A. The Effective Date of the Agreement shall be November 14, 2022, and the term of this Agreement shall
      expire on November 13, 2027.

   B. The term of this Agreement shall be from the Effective Date until November 13, 2027, which may be
      extended by mutual Agreement and in tandem with EXHIBIT A, unless earlier terminated in accordance
      with the terms of this Agreement.

2. SERVICES TO BE PERFORMED BY CONTRACTOR

   CONTRACTOR shall perform the services as specifically stated in the Scope of Work set forth in EXHIBIT A,
   attached hereto, and/or as may be specifically designated and authorized by the AUTHORITY in writing and
   consistent with the Scope of Work set forth therein. Such authorizations which will be referred to as Work
   Assignments shall each set forth the specific services required, the amount of compensation, and the
   completion date.

3. COMPENSATION

   A. GENERAL

      The AUTHORITY shall pay CONTRACTOR in accordance with the competitively procured Price Proposal
      included in EXHIBIT A attached hereto.

      B. Invoices must reference the current Agreement or Purchase Order number.
C. The CONTRACTOR shall submit a monthly invoice for services rendered. Invoices shall include a description of services rendered with the associated costs.

D. Payment of invoices shall be due and payable within thirty (30) calendar days after receipt of a correct, fully documented invoice. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attn: Accounts Payable

E. The CONTRACTOR will clearly mark its final/last billing with the words "Final Invoice". This will certify that all services have been fully performed under this Agreement and that all charges and costs have been invoiced to the AUTHORITY. Thereupon, this account will be closed and any additional charges or costs, not included in the Final Invoice, shall be waived by CONTRACTOR. The AUTHORITY shall not be liable for any charges or costs not included in the Final Invoice.

4. INSURANCE

A. The CONTRACTOR shall not commence any work on any AUTHORITY property until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish certificates of insurance to the AUTHORITY’s Risk Management Section prior to the commencement of services. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification as required for strict compliance with insurance requirements as stated herein, and that no change or cancellation of the insurance shall be effective with thirty (30) days prior written notice to the AUTHORITY and no less than ten (10) days for non-payment of premium. Non-compliance with the foregoing requirements shall not relieve the CONTRACTOR of their liability and obligations under this Agreement.

C. The CONTRACTOR shall maintain insurance as stated in the Insurance Requirements Checklist (EXHIBIT B).

5. INDEMNIFICATION

A. General

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONTRACTOR agree to allocate such liabilities in accordance with this Section.

B. Indemnification

The CONTRACTOR shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.
C. **Survival**
   Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section shall survive.

6. **INDEPENDENT CONTRACTOR**

   A. The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees or others perform the work under this Agreement. The CONTRACTOR'S relationship and the relationship of its employees or any others performing work under this Agreement shall at all times and without exception be that of an Independent Contractor and not as employees or agents of the AUTHORITY.

   B. The CONTRACTOR does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.

7. **AUTHORITY TO CONDUCT BUSINESS**

   The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and perform all requirements in this Agreement for the entirety of the Initial and extended term, if any, of this Agreement. Proof of such licenses and approvals shall be submitted to the AUTHORITY upon request.

8. **COMPLIANCE WITH LAWS**

   In performance of the Services, the CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

9. **SUBCONTRACTING**

   A. The AUTHORITY reserves the right in its sole and unfettered discretion, to accept the use of a subcontractor or to reject the selection of a particular subcontractor under this Agreement.

   B. If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the AUTHORITY.

10. **AVAILABILITY OF FUNDS**

    The AUTHORITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the AUTHORITY Governing Board.

11. **DEFAULT**

    A. The AUTHORITY may, by written Notice of Default to the CONTRACTOR, terminate the Agreement in whole or in part if the CONTRACTOR: a) fails to satisfactorily perform any provision(s) of this Agreement; or b) fails to make progress so as to endanger timely performance under the terms and conditions of this Agreement; or c) repeatedly fails to properly perform under the terms and conditions of this Agreement; or d) does not remedy any such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of Notice of Default from the Director of
Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the CONTRACTOR, the AUTHORITY may, in its sole and unfettered discretion, procure goods and/or services similar to those required under this Agreement and the CONTRACTOR shall be liable to the AUTHORITY for any additional or excess costs incurred due to this action.

B. If it is determined that the CONTRACTOR was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the CONTRACTOR), the rights and obligations of the Parties shall be those provided in Section 12 – Termination for Convenience.

12. **TERMINATION FOR CONVENIENCE**

A. The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate this Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) business days prior written Notice of Termination to the CONTRACTOR, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of this Agreement are terminated, the CONTRACTOR has the right to withdraw, without adverse action, from the entire Agreement.

B. Unless directed differently in the Notice of Termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified on the date given in the Notice of Termination. Additionally, unless directed differently, the CONTRACTOR shall terminate outstanding orders and/or subcontracts related to the terminated work.

C. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the AUTHORITY’S satisfaction through the date of termination specified in the Notice of Termination.

13. **UNCONTROLLABLE FORCES**

A. Neither the AUTHORITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “Uncontrollable Forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions.

B. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of its obligations under this Agreement.

14. **JURISDICTION, VENUE, WAIVER OF JURY TRIAL AND REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.
No single or partial failure by any party to exercise any right, power, or remedy hereunder, shall preclude that party from exercising that right, power or remedy in the future. **THE AUTHORITY AND CONTRACTOR FREELY AND VOLUNTARILY AGREE TO WAIVE ITS RESPECTIVE RIGHT TO A JURY TRIAL ON ANY ISSUE(S) SO TRIABLE.**

15. **COMMERCIAL NON-DISCRIMINATION POLICY**

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it will comply with the AUTHORITY's Commercial Non-Discrimination Policy, as described in Section 6.3 of the AUTHORITY's Purchasing Manual, including subsequent amendments thereto, if any. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, gender, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the AUTHORITY's relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the CONTRACTOR from participating in AUTHORITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The CONTRACTOR agrees and understands that the provisions of Section 6.3 of the AUTHORITY's Purchasing Manual are incorporated herein by reference and that the CONTRACTOR is familiar with the contents of same.

16. **EQUAL BUSINESS OPPORTUNITY PROGRAM**

The Governing Board of the AUTHORITY has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program to ensure that all segments of its business population, including, but not limited to local, small, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY'S procurement process, in accordance with Section 6.1 through 6.4 of the Purchasing Manual, which is hereby incorporated herein by specific reference. Program tools and solicitation incentives are hereby referred to as the Affirmative Procurement Initiatives (API).

A. **Affirmative Procurement Initiative (API):**

The AUTHORITY has not applied a contract-specific Affirmative Procurement Initiative to this Agreement.

17. **PUBLIC RECORDS, ACCESS AND AUDITS**

A. It is the intent of this Section to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.

B. **DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES; THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGER
C. The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1- SL for State and Local Government Agencies (see: https://dos.myflorida.com/library-archives/records-management/general-records-schedules/) after completion or termination of this Agreement. Upon AUTHORITY’s request, CONTRACTOR shall provide AUTHORITY with access to such records during normal business hours at a location within Palm Beach County for purposes of inspection or audit.

D. Notwithstanding anything herein to the contrary, the CONTRACTOR expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this Contract; ii) acting on behalf of the AUTHORITY in the performance of this Agreement; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.

E. Any public records requests directed to, or related in any way to this Agreement shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager, they shall immediately notify the CONTRACTOR and the CONTRACTOR must provide the records or allow access to the records within a reasonable time. A CONTRACTOR who fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed $1,000.

F. Therefore, the CONTRACTOR is required to:

1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
2) Upon AUTHORITY’s request from the AUTHORITY’s Records Manager, provide the AUTHORITY with a copy of the requested records to allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the AUTHORITY would provide the records at a cost that does not exceed the cost provided by Florida law;
3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if the CONTRACTOR does not transfer the records to the AUTHORITY; and
4) Upon completion of the Agreement, transfer at no cost to the AUTHORITY, all public records in possession of the CONTRACTOR or keep and maintain public records to the AUTHORITY upon completion or termination of the Agreement; the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY’s Records Manager, either during performance of the Agreement or after termination or completion of the Agreement in a format that is compatible with the information technology systems of the AUTHORITY.
G. Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Contract.

18. INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This Agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the AUTHORITY, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

19. NOTICE

A. All notices required in this Agreement if sent to the AUTHORITY shall be mailed to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Executive Director
Office No.: 561-640-4000 Fax No.: 561-640-3400

and if sent to the CONTRACTOR shall be mailed to:

PC CONTROLS, INC.
132 NE 30th Street
Wilton Manors, FL 33334
Attention: Jerry Scaggs, Vice President/Administrator
Office No.: 954-568-9663 E-Mail: pccontrolsinc@bellsouth.net

20. CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of the Director of Facilities and Utilities or designee, who shall act as the AUTHORITY'S Representative during the term of this Agreement.

21. SCRUTINIZED COMPANIES

21.1 When Agreement value is greater than one million dollars ($1,000,000): As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the AUTHORITY determines, using credible information available to the public, that a false certification...
has been submitted by CONTRACTOR, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification may be submitted at the time of renewal of this Agreement.

21.2 As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Agreement may be terminated and, if said false certification stated that CONTRACTOR was not engaged in a boycott of Israel, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification may be submitted at the time of renewal of this Agreement.

22. PUBLIC ENTITY CRIMES:

Pursuant to Section 287.133(2)(a), as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

23. E-VERIFY – EMPLOYMENT ELIGIBILITY:

The CONTRACTOR certifies, warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended, and that CONTRACTOR shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the CONTRACTOR’s subcontractors/subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. CONTRACTOR shall obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

AUTHORITY shall terminate this Agreement if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If AUTHORITY has good faith belief that one of the CONTRACTOR’s subcontractors/subconsultant has knowingly violated Section 448.09(1) Florida Statutes, as may be amended, AUTHORITY shall notify CONTRACTOR to terminate its contract with the subcontractor/subconsultant. If AUTHORITY terminates this Agreement pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by AUTHORITY for a period of one (1) year from the date on which the Agreement was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by AUTHORITY as a result of the termination.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
In Witness Whereof, AUTHORITY and CONTRACTOR have made and executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

WITNESS:
1. 
2. 

By: ____________________________
   Daniel Pellowitz
   Executive Director
   (SEAL)

APPROVED AS TO LEGAL SUFFICIENCY:

By: ____________________________
   Michael W. Jones, Esq
   General Counsel

APPROVED AS TO TERMS AND CONDITIONS:

Signature
Print Name
Title

ATTEST:

Corporation Secretary

PC CONTROLS, INC.:

Authorized Signature
Print Name
Title
Date
(Affix Corporate Seal)

ITEM 5.L
Page # 10/18

Piggyback Service Contract No.: 1543
Solid Waste Authority of Palm Beach Co
7501 North Jog Rd
West Palm Beach, FL 33412

Attn: Steve Silvers, Maintenance

RE: Authorization Letter

March 10, 2023

To whom it may Concern:

This letter is to indicate that P.C. Controls, Inc. is authorizing the Solid Waste Authority of Palm Beach County to use the terms of our contract with the city of Pompano Beach, based on RFP T-01-22 and Ordinance 2023-09, for our services. The Service Contract 1543 is currently in effect for the period beginning November 14, 2022 through November 17, 2027 and has an optional renewal for an additional 5 years. Our services and rates per the contract are provided to the Solid Waste Authority of Palm Beach County and is applicable for the services and material provided to them.

P.C. Controls, Inc may provide proposals to you at your request. These proposals will be for material only as labor rates are defined in the contract and will not be provided on any proposals, proposals requested with labor, unless that work is SPECIFIED “outside of the contract”, will be billed complete per the proposal.

If there are any questions regarding this approval or any matter related to it please feel free to contact us at the number seen above in our letterhead.

Sincerely

Norman “Paul:” Conaway
P.C. Controls Inc
ORDINANCE NO. 2023-09

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND P.C. CONTROLS, INC. TO PROVIDE REPAIRS AND CALIBRATION SERVICES OF FLOW METERS AND RELATED DEVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Service Contract (No. 1543) between the City of Pompano Beach and P.C. Controls, Inc., a copy of which Contract is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and P.C. Controls, Inc.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 25th day of October, 2022

PASSED SECOND READING this 8th day of November, 2022.

REX HARDIN, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
9/20/22
L: ord/2022-277
Contract No 1543
SERVICE CONTRACT No. 1543

THIS AGREEMENT is made and entered into on November 14, 2022, by the City of Pompano Beach (“City”) and P.C. Controls Inc., a Corporation (“Contractor”).

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. This Agreement consists of the Scope of Work set forth in Exhibit “A” Scope of Work (the “Work”), the Insurance Requirements set forth in Exhibit “B”, and RFP T-01-22 and Contractor’s Response set forth in Exhibit “C”, all of which are attached hereto and made a part hereof, and all written change orders and modifications issued after execution of this Agreement. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, resolution shall be attained by giving precedence in the following order: (i) this Agreement, (ii) Exhibit “A”, and (iii) Exhibit “C”.

2. Purpose. City contracts with Contractor to provide repairs and calibration services of flow meters and related devices upon the terms and conditions set forth herein.

3. Scope of Work. Contractor shall provide the Scope Services set forth in Exhibit “A” and insurance set forth in Exhibit “B” both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor’s heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor’s part.

4. Term of Contract. This Contract shall be for a term of five (5) years or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines Contractor to be in full compliance with this Agreement and Contractor’s performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional five (5) years.

6. Maximum Obligation. City agrees to pay Contractor for performing the Work and providing the required insurance.

7. Price Formula, Payment and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

   Services not to exceed one hundred and fifty thousand dollars per year ($150,000.00). All services shall be charged per the rates submitted by Contractor within Exhibit “C”.

B. Payment. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City’s receipt of a Proper Invoice as defined in § 218.76, Florida Statutes, as amended, City shall forward Contractor payment for: (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconfiguration, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

   City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City’s notice of the disputed amount.

   In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to prevent itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor’s failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

   Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

C. Invoices. Contractor shall submit invoices to City as services are completed.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.


A. Contract Administrators. During the term of this Agreement, the City’s Contract Administrator shall be Randolph Brown and the Contractor’s Contract Administrator shall be (or their authorized written designee) as further identified below.
B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor:  
Jerry E. Seaggs  
132 NE 30th Street  
Wilton Manors, 33334  
Office: 954-568-9663  
Email: pcontrol@sinc@bellsouth.net

If to City:  
Randolph Brown, Contract Administrator  
100 West Atlantic Blvd  
Pompano Beach, FL 33060  
Office: 954-545-7044  
Email: Randolph.Brown@ocpfl.com

With a copy to:  
Antonio Pucci, Contract Manager  
100 West Atlantic Blvd  
Pompano Beach, FL 33060  
Phone: 954-786-5574  
Email: antonio.pucci@ocpfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor’s part, upon ten (10) business days' written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination for convenience, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public, such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and
all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and any of its agents, officers, or employees heretofore, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.


A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in her/his sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide the Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the Contractor Vendors List referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and to the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B. Conflict of Interest. During the time period this Agreement is in effect, Contractor shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Such conduct or activities shall include, but not be limited to, participation in political campaigns for any city-elected office.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its subcontractors, suppliers and the employees thereof, shall not be considered employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.


A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City’s custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City’s custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTOMIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTOMIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@cphfl.com

3. Governing Law: Agreement must be interpreted and construed in accordance with or reference to the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party’s rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City’s rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor’s breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City’s sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or otherwise consideration.

26. Attorneys’ Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor’s performance hereunder shall not create any obligation on Contractor or City’s part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.
28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the Convicted Vendors List maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the Convicted Vendors List during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, mail or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever City approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility.” This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

36. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinafore written.

Attest:

CITY OF POMPANO BEACH

[Signature]

ASCELETA HAMMOND, CITY CLERK

By:

[Signature]

REX HARDIN, MAYOR

By:

[Signature]

GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

[Signature]

MARK E. BERMAN, CITY ATTORNEY

DocuSigned by:

P.C. Controls Inc.

WITNESSES:

[Signature]

Norman P. Conway, President

[Signature]

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of a physical presence or an online notarization, this day of June, 2023, by Norman P. Conway as President of P.C. Controls Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced a Driver License (type of identification) as identification.

NOTARY’S SEAL:

[Seal]

[Name of Acknowledger Typed, Printed or Stamped]

Commission Number

SERVICE CONTRACT with P.C. Controls Inc.

Page 11 of 12
MEMORANDUM

TO: Vice Mayor Maria Sachs, Chair and Solid Waste Authority Board Members

SUBJECT: Evaluation Committee Recommendation and Award of Contract for Providing Professional Consulting Engineering Services

RECOMMENDATION: Authorize the Executive Director to execute a contract with Arcadis U.S., Inc., for providing Professional Consulting Engineering Services for Air Quality Regulations, subject to legal sufficiency approval by General Counsel.

BACKGROUND:

The Solid Waste Authority of Palm Beach County (Authority) recently advertised a Request for Qualifications (RFQ) to provide professional consulting engineering services for Air Quality Regulations (RFQ Solicitation No. 23-601/DL). This solicitation was in conformance with F.S. 287.055 Consultants' Competitive Negotiating Act (CCNA). These professional services will be utilized on a routine basis to provide consulting engineering services for the Authority's solid waste management facilities in connection with air quality regulations associated with siting, expansion, closure, and end use operations.

To establish an Affirmative Procurement Initiative (API) for this solicitation, the Equal Business Opportunity (EBO) office researched the availability of Small/Minority/Women Business Enterprises (S/M/W/BE) located within Palm Beach County to provide the required scope of services. Based on the findings, the EBO office determined that no API be applied to this procurement.

Two (2) firms responded to this solicitation, and both were deemed responsive by the Authority's Purchasing department. The Evaluation Committee (Committee) met on May 22, 2023, and ranked the two (2) firms based on qualifications and experience as prescribed by CCNA. The Committee ranked Arcadis, U.S., Inc., as the most qualified firm for the type of services solicited in the RFQ, and the final ranking is attached.
Staff recommends that the Board authorize the Executive Director to execute a contract to provide professional consulting engineering services for Air Quality Regulations with Arcadis, U.S., Inc. The contract, in accordance with Board policy, and subject to General Counsel review and approval, will be for an initial period of three (3) years with an option to extend for and additional three (3) year term subject to Board approval.

**BUDGET IMPACT:** $83,000 annually which will be approved on a project specific basis through the normal budget process.

**ATTACHMENTS:** Final Ranking; Sample Agreement

**REVIEWS:**

Director: [Signature] Date: 5/30/2023

Director of Contract Compliance: [Signature] Date: 5/23/23

Chief Officer: [Signature] Date: 5/30/23

Chief Finance Officer (as required) [Signature] Date: 5/30/23

Legal Counsel (as required) Michael W. Jones [Signature] Date: 5/30/23

Executive Director: [Signature] Date: 5/30/2023
**RECOMMENDATION OF AWARD**

**MAY 22, 2023**

**FINAL RANKING**

**PROFESSIONAL ENGINEERING SERVICES FOR AIR QUALITY REGULATIONS**

**RFQ NO.: 23-601/DL**

<table>
<thead>
<tr>
<th>RANKING</th>
<th>RESPONDENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>* 1</td>
<td>ARCADIS (US), INC.</td>
</tr>
<tr>
<td>2</td>
<td>CDM SMITH</td>
</tr>
</tbody>
</table>

Signature: Jodi S. Hart

Digitally signed by Jodi S. Hart
Date: 2023.05.22 11:51:55 -04'00'

Jodi S. Hart, CPPO, MBA, Juris Maser
Director of Purchasing Services

7501 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33412  (561) 640-4000  FAX  (561) 640-3400
ATTACHMENT A
SAMPLE AGREEMENT
FOR
PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR AIR QUALITY REGULATIONS
BETWEEN
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
AND
(CONSULTANT)
AGREEMENT NO. 23-601
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7350 NORTH JUO ROAD
WEST PALM BEACH, FLORIDA 33412
(561) 840-4800

TABLE OF CONTENTS

SECTION PAGE
DEFINITIONS 1
1. EFFECTIVE DATE AND INCORPORATION OF RECITALS 1
2. AUTHORITY’S MINIMUM PERFORMANCE STANDARDS AND EXPECTATIONS 1
3. BASIC SERVICES OF CONSULTANT
   3.1 General 3
   3.2 Study and Report Phase 3
   3.3 Preliminary Design Phase 4
   3.4 Construction Document Phase 5
   3.5 Bidding or Negotiating Phase 5
4. CONSTRUCTION MONITORING AND SERVICES PHASE
   4.1 Construction Phase 6
   4.2 Start-Up, Turnover and Commissioning Phase 8
5. ADDITIONAL SERVICES OF CONSULTANT
   5.1 Services Requiring Authorization in Advance 8
   5.2 Authority’s Responsibilities 9
6. PAYMENTS TO CONSULTANT 10
7. CONSTRUCTION COST AND OPINIONS OF COST
   7.1 Construction Cost 12
   7.2 Opinions of Cost 12
8. GENERAL CONSIDERATION
   8.1 Standard of Care 13
   8.2 Termination 13
   8.3 Termination Negotiation Certificate 13
   8.4 Personnel 14
   8.5 Equal Business Opportunity Program 14
   8.6 Independent Contractor Relationship 19
   8.7 Contingent Fees 19
   8.8 Authority to Contact Business 20
   8.9 Federal and State Tax 20
   8.10 Availability of Funds 20
   8.11 Insurance 20
   8.12 Disclosure and Ownership of Documents 21
   8.13 Jurisdiction, Venue, Waiver of Jury Trial and Remedies 22
   8.14 Conflict of Interest 22
   8.15 Exculpatory Defense 22
   8.16 Assumps 22
   8.17 Modifications of Work 23

Agreement No. 23-601
SAMPLE
the services called for in the preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the period indicated in each service authorization.

2.2 After acceptance, for payment purposes, by the AUTHORITY of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the project desired by the AUTHORITY, and upon written authorization from the AUTHORITY, CONSULTANT shall proceed with the performance of the services called for in the Final Design Phase. CONSULTANT shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the project within the period indicated in each service authorization.

2.3 CONSULTANT's services under the Study and Report Phase, Preliminary Design Phase and Construction (Document) Phase shall each be considered complete at the earlier of (1) the date when the submissions for this phase have been accepted for payment by the AUTHORITY or (2) forty-five calendar days after the date when such submissions have been delivered to the AUTHORITY for final payment. In case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the project or for making any changes requested by the AUTHORITY shall be allowed.

2.4 After acceptance by the AUTHORITY of the CONSULTANT's Drawings, Specifications and other Final Design Phase documentation (including the most recent opinion of probable Total Project Costs and upon written authorization to proceed), CONSULTANT shall provide performance of the services called for in the (Bidding) or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

2.5 The Construction Bidding Services Phase will commence with the execution of the final prisms contract to be executed for the work of the project or any part thereof, and will terminate upon written recommendation by CONSULTANT of final payment on the last-prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the project involves more than one prime contract.

2.6 The Operational Phase will commence during the Construction Phase and will terminate upon final completion or as otherwise specified in the CSA Work Assignment Agreement.

2.7 If the AUTHORITY has requested significant modifications or changes in the general scope, extent or character of the project, the line of performance of CONSULTANT's services shall be adjusted accordingly as mutually agreed upon by the Parties.

2.8 If CONSULTANT's services for design or construction of the project are delayed or suspended in whole or in material part by the AUTHORITY for more than three months for reasons beyond CONSULTANT's control, CONSULTANT shall be entitled to an equitable adjustment in compensation. In the event that the work is designed or specified by CONSULTANT to be furnished or performed under more than one prime contract, or if CONSULTANT's services are to be separately compensated with the work of one or more prime contractors (such as in the case of fast-tracking), AUTHORITY and CONSULTANT shall, prior to commencement of the Final Design Phase, establish a schedule for performance of CONSULTANT's services during the Construction Document, Bidding or Negotiating and Construction Phases in order to sequences and coordinate properly such services as are applicable to the work under such separate contracts. This schedule shall be prepared whether or not the work under such contracts is to be conducted concurrently and is to be included in various CSA Work Assignments.

SECTION 3 - BASIC SERVICES OF CONSULTANT

3.1 General

3.1.1 CONSULTANT shall provide for AUTHORITY, professional engineering services in all phases of any project for which the Agreement applies as hereafter prescribed. These services will include advising the AUTHORITY of the professional engineering responsibilities for the project(s), providing professional engineering consultation and advice and furnishing required civil, structural, mechanical, environmental and electrical engineering services and required architectural services incidental thereto.

3.1.2 The services of this Agreement may include a series of separate individual tasks or projects, all related to general consulting services, as more particularly described below. Work assignments will be subject to scope definition and determination of level of effort on a task-by-task basis. During the term of this Agreement, the AUTHORITY may require engineering services that are expected to be more extensive in scope or of a different nature than that described in this Section. In such an event, the AUTHORITY may, at its sole and unlimited discretion, obtain certain services in accordance with the State of Florida Consultant's Competitive Negotiation Act if so, it is mutually understood that the relationship between CONSULTANT and AUTHORITY under this Agreement shall be continued as neither having CONSULTANT from her granting special consideration to CONSULTANT or, participating in the evaluation process for a consultant to provide such additional services.

3.1.3 Each task to be performed under this Agreement shall be assigned to CONSULTANT by a separate written service authorization or a separate written service authorization or CSA Work Assignment (CSA Work Assignment). For each CSA Work Assignment, AUTHORITY shall require CONSULTANT to provide a proposed written scope of work including schedule and cost for AUTHORITY review. Upon mutual agreement of the scope of the work, schedule and cost (or such fees as estimated salary cost ceiling arrived at in accordance with the fee schedule of this Agreement), AUTHORITY shall issue a notice to proceed for each CSA Work Assignment. Approval and issuance of CSA Work Assignment shall constitute proper Notice to Proceed.

3.1.4 The types of individual CSA Work Assignments to be assigned to CONSULTANT under this Agreement shall include, but not necessarily be limited to, those listed in the Scope of Work.

3.1.5 Assignment of tasks to the CONSULTANT will be at the sole and unlimited discretion of the AUTHORITY. The AUTHORITY may choose to select another firm or use in-house staff to perform any of the tasks described, in whole or in part. Task scope and fee negotiations will be performed on a task-by-task basis. It is intended that the Agreement for the above described project be for a term of three years, subject to annual performance review by the AUTHORITY. No minimum amount of professional services or compensation is guaranteed to the CONSULTANT. This is not an exclusive contract. The AUTHORITY may enter into similar agreements with other architects or engineers to provide the same or similar services during the term of the Agreement.

3.2 Study and Report Phase

3.2.1 If required by Consultant Services Authorization/Work Assignment (CSA Work Assignment), CONSULTANT shall provide the following services and is to be modified by the applicable CSA Work Assignment:

3.2.2 Advise AUTHORITY, in writing, as to the necessity of AUTHORITY providing or obtaining from others data or services required for the completion of CONSULTANT's services under Agreement, and...
3.4 Construction Documents Phase

If required by Consultant, Services Authorization/Work Assignment (CSA/WA) Assignment CONSULTANT shall comply with the following: the revised opinion of probable Total Project Costs, prepare for incorporation in the Control Documents final drawings (hereinafter called "Drawings") to show the specific scope, extent and character of the work to be executed and performed by Contractor(s) and Specifications which will be in conformance with AUTHORITY forms as applicable; CONSULTANT shall permit no change in, or conflict with, AUTHORITY forms without prior written approval.

3.4.2 Provide technical criteria, written descriptions and design data for AUTHORITY use in filling applications for permits or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project, and assist AUTHORITY in consultations with appropriate authorities.

3.4.3 Advise AUTHORITY of any adjustments in the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the project. Furnish to AUTHORITY a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

3.4.4 Assist AUTHORITY in the preparation of contract forms, general conditions and supplementary conditions, and (where appropriate) item limits, evaluations in bid and award and bidding for review by AUTHORITY and other related documents requested by the AUTHORITY. No change shall be made in any AUTHORITY form without prior written approval of the AUTHORITY. All requests for changes to be submitted to the AUTHORITY for consideration in writing.

3.4.5 Furnish five (5) copies of the above documents and of the Drawings and Specifications and review them in person with AUTHORITY or otherwise stated in the CSA/WA Assignment. On the basis of the reviewed Construction Documents, prepare three (3) sets of signed and sealed Construction Documents for bidding purposes, prepare contracts and other changes required by the bidding agency. Provide five (5) sets of approved contract documents, and master sets of technical specifications, the AUTHORITY to issue bidding documents unless otherwise stated in the CSA/WA Assignment. Construction documents shall also be provided in a form in accordance with AUTHORITY forms, set of drawings and drafting specifications. CONSULTANT shall deliver original copies of contract medium if requested by the AUTHORITY.

3.4.6 Assist AUTHORITY in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services.

3.5 Bidding or Negotiating Phase

If required by Consultant, Services Authorization/Work Assignment (CSA/WA) Assignment CONSULTANT shall comply with the following: on the basis of the reviewed Construction Documents, prepare three (3) sets of signed and sealed Construction Documents for bidding purposes. Provide contracts and other changes required by the bidding agency. Provide five (5) sets of approved contract documents, and master sets of technical specifications, the AUTHORITY to issue bidding documents unless otherwise stated in the CSA/WA Assignment. Construction documents shall also be provided in a form in accordance with AUTHORITY forms, set of drawings and drafting specifications. CONSULTANT shall deliver original copies of contract medium if requested by AUTHORITY.

3.5.1 Attend the pre-bid meetings, issue addenda to all recipients of bid documents, prepare written clarifications or additional instructions, as appropriate to interpret, clarify or expand the bidding documents.

3.5.2 Consult with and advise the AUTHORITY as to the acceptability of sub-contractors, suppliers and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)" for those portions of the work as to which such acceptability is required by the bidding documents...
3.5.3 Consult with the AUTHORITY and advise on the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contract is allowed by the Bidding Documents.

3.5.4 Attend the bid opening and assist AUTHORITY in evaluating bids or proposals as to the compliance with all requirements of the bids or proposals.

3.5.5 Submit taut written Contract Award Recommendation for construction, materials, equipment and services.

SECTION 4 - CONSTRUCTION MONITORING SERVICES PHASE

4.1 Construction Phase

4.1.1 If required by Consultant Services Authorization Work Assignment (CSAW) CONSULTANT shall complete the following as may be modified by the applicable CSAWork Assignment:

4.1.1.1 Provide general administration of Construction Contract. CONSULTANT shall consult with and advise AUTHORITY and act as AUTHORITY's representative within the limits of the construction documents

4.1.1.2 Attend construction conferences in connection with the work of Contractor(s) while it is in progress unless otherwise stated in the CSAWork Assignment.

4.1.1.3 Unless otherwise stated in the CSAWork Assignment, CONSULTANT shall make regular visits to the project site, including visits by supervising officers, personnel, at intervals appropriate to the various stages of construction as CONSULTANT deems necessary in order to observe and inspect on an expected and qualified design professional the progress and quality of the various aspects of Contractor(s) work. In no event shall such visits be less frequent than once per week. Based on information obtained during such visits and on such observations and inspections, CONSULTANT shall verify that such work is proceeding in accordance with the Contract Documents and CONSULTANT shall keep AUTHORITY informed of the progress of the work.

4.1.2 The purpose of CONSULTANT's representation by the Project Representative (and assessment, if any) at the site will be to better enable the CONSULTANT to carry out the duties and responsibilities assigned to it and undertaken by CONSULTANT during the Construction Phase. In addition, as an experienced and qualified design professional, CONSULTANT will endeavor to assure AUTHORITY that the completed work of Contractor(s) conforms to the Contract Documents, and that the design as reflected in the Contract Documents has been implemented by Contractor(s).

4.1.3 During such visits and on the basis of such observations and inspections, CONSULTANT may disapprove of or reject Contractor(s) work while it is in progress if CONSULTANT believes that such work will not produce a complete project that conforms to the Contract Documents, or that it will prejudice the design concept of the project as reflected in the Contract Documents.

4.1.4 Interim Reports and Clarifications: CONSULTANT shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work in the event of changes and change orders as required.

4.1.5 Shop Drawings: CONSULTANT shall review and approve when acceptable shop drawings, samples and other data when Contractor(s) are required to submit for compliance with the Contract Documents.

4.1.6 Submittals: CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s) and notify the AUTHORITY of such submittals prior to use.

4.1.7 Inspections and Tests: CONSULTANT shall have authority to require special inspection or testing of the work unless otherwise stated in the CSAWork Assignment. CONSULTANT shall receive and review all certificates of inspection, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents.

4.1.8 Disputes and Changes during Construction: If requested by AUTHORITY, CONSULTANT shall act as an attorney or in the event of dispute of the requirements of the Contract Documents and request of the reasonable change of work therewith and make decisions on all claims of AUTHORITY and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents containing in the execution and progress of the work. This section includes holding meetings and meetings with the Contractor to receive disputes or changes to the work, including review and processing of all change orders.

4.1.9 Applications for Payment: Based on CONSULTANT's on-site observations and inspections and as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules.

4.1.10 By recommending any payment, CONSULTANT represents that the amount is the price for Contractor(s) work, as it has been furnished and performed in accordance with the Contract Documents.

4.1.11 Contractor's Completion Documents: CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents. Such reviews by the CONSULTANT is to determine that their content complies with the requirements of, and in the case of certificates of inspection, warranties, tests and approvals the results certified indicate compliance with the Contract Documents; and CONSULTANT shall transmit them to AUTHORITY with written comments.

4.1.12 Adherence: CONSULTANT shall not specify any materials which contain Asbestos. In addition, as part of the project close-out, CONSULTANT shall provide certification that no asbestos containing materials were specified or approved for installation to the extent that CONSULTANT should have reasonably known.

4.1.13 Inspections: CONSULTANT shall conduct inspections and conduct or oversee any tests necessary to determine if the work is substantially completed. A final inspection will be made to

Agreement No. 23-601

---

ITEM: S.1M

Page # 8/14
determine if the completed work is acceptable. Any shortfall in the construction or any other work is acceptable. The CONTRACTOR may recommend in writing, final payment to the CONTRACTOR(s) and may give any Notice to the CONTRACTOR(s) that the work is unacceptable in any event, and the CONTRACTOR(s) shall not be held responsible for any means, methods, or safety of construction.

4.2 Start-Up, Turnover and Commissioning Phase

If required by Consultant, Services Authorization/Work Assignment (CSAuth/Work Assignment) CONSULTANT shall complete the following as may be modified supplemented by the Use of, CWS/Work Assignment:

4.2.1 Provide assistance in the closing of any financial or related transaction for the project.
4.2.2 Pave in accordance with the guidelines for preparing any equipment for the completed construction, assist in the testing of the equipment in accordance with the construction and testing requirements of the finished equipment. The testing shall be carried out as agreed to in the CWS/Work Assignment and shall not be deemed a final acceptance of the equipment.
4.2.3 In conjunction with the AUTHORITY, visit the project to inspect and point out any apparent defects in the completed construction, assist the AUTHORITY in the commissioning and testing requirements of the finished equipment. The testing shall be carried out as agreed to in the CWS/Work Assignment and shall not be deemed a final acceptance of the equipment.
4.2.4 Assist the AUTHORITY in training the AUTHORITY's staff to operate and maintain the project.
4.2.5 Assist the AUTHORITY in developing systems and procedures for control of the operation and maintenance of, and record keeping for, the project.
4.2.6 Prepare a list of equipment record drawings (3-D drawings) and AutoCAD files showing changes made during the procurement process, based on the as-built plans, drawings and other data furnished by the CONSULTANT, which shall be reviewed and accepted by both the AUTHORITY and the CONSULTANT.

4.2.7 If the AUTHORITY designates a person to represent the AUTHORITY at the site who is not the CONSULTANT or the CONSULTANT's agent or employee, the duties, responsibilities, and liabilities of the person representing the AUTHORITY and the AUTHORITY's Project Representative (if any) shall be set forth in the CWS/Work Assignment issued for the project.

SECTION 5: ADDITIONAL SERVICES OF CONSULTANT

5.1 Services Requiring Authorization in Advance

Only authorized to be performed by the AUTHORITY, and not included in the agreement, CONSULTANT may begin the authorized work and receive additional remuneration for hours not included in the agreement. Additional services of the types listed in the Section:

5.1.1 Preparation of applications and supporting documents for permits or governmental grants, loans, or advisors in connection with the project, preparation or review of environmental impact statements or other required environmental permits.
5.1.2 Services resulting from significant changes in the general scope, extent or character of the project or to existing contracts, but not limited to changes in the complexity of the AUTHORITY'S schedule, character of construction methods of financing, and rendering services, or design documents or Contract Documents where such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies.

5.1.3 Providing engineering or assistance for AUTHORITY'S use.
5.1.4 Providing any personnel surveys or related engineering services needed for the transfer of materials in real property.
5.1.5 Providing in-service training or assistance for the AUTHORITY in any manner involving the project except for negotiations in seeking settlement of disputes and assistance in investigations which is included as part of the agreed services or in situations where AUTHORITY may be reasonable due to inexperience, errors, omissions, or fraud.
5.1.6 Services in connection with work change directives and change orders or otherwise as may be provided for services from the AUTHORITY.

5.2 AUTHORITY'S Responsibilities

The AUTHORITY shall perform the following in a timely manner so the services of the CONSULTANT are not delayed:

5.2.1 Designate a person to act as the AUTHORITY'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, negotiate, and define the AUTHORITY'S policies and decisions with respect to CONSULTANT's services for the project.
5.2.2 As requested, in writing, by CONSULTANT, provide criteria and information as to the AUTHORITY'S requirements for the project, including design objectives and constraints, space, capacity, and performance requirements, flexibility and durability, and any other information necessary to define the AUTHORITY'S requirements for the project.
5.2.3 Arrange for access to, and make provisions where necessary for CONSULTANT to enter upon, property as required for CONSULTANT to perform services under this Agreement.
5.2.4 Examine all studies, reports, drawings, specifications, proposals and other documents furnished by CONSULTANT. If requested by the AUTHORITY, render in written or verbal reports describing the status of such work as will be determined by the AUTHORITY. However, said inspection shall create no liability on the part of the AUTHORITY for approval or acceptance.
5.2.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and permits shall be considered to be necessary for completion of the project unless otherwise stated in the CWS/Work Assignment.
5.2.6 If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire project, designate a person or organization to have authority and responsibility for coordinating the activities of the various prime contractors.
5.2.7 Furnish to CONSULTANT data or estimated figures as to the AUTHORITY'S anticipated costs for services to be provided. Such figures shall be based on the AUTHORITY'S knowledge and the CONSULTANT may make the necessary findings to properly support assumptions of probable Total Project Costs.

Agreement No. 23-021
- 8 -

Agreement No. 23-021
- 9 -
5.2.8 Attend the pre-bid conference, bid opening, pre-bid inclusion conferences, and substantial completion inspections and final inspection.

5.2.9 Give prompt written notice to CONSULTANT whenever the AUTHORITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

SECTION 6 - PAYMENTS TO CONSULTANT

6.1 The total amount to be paid by the AUTHORITY under this Agreement and method of payment shall be set forth on each CSHA/Work Assignment. For those CSHA/Work Assignments that are not a fixed price, the CONSULTANT shall certify that the AUTHORITY is in writing that 70% of the costs exceed amount(s) has been reached on each CSHA/Work Assignment. The CONSULTANT will bill the AUTHORITY on a monthly basis, or as otherwise provided in a CSHA/Work Assignment, in the same or the deferred hours for services rendered towards the completion of the Scope of Work on each CSHA/Work Assignment. Where no itemized billings for partially completed tasks are permitted, the total itemized billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

6.2 Proper Pay Applications received from the CONSULTANT pursuant to this Agreement will be reviewed and approved by the AUTHORITY prior to payment in accordance with the Uniform Building Code of the State of Florida. The AUTHORITY reserves the right to retain 5% of the final amount of each invoice for any work not properly completed or for any work not accepted by the AUTHORITY, the AUTHORITY may not pay the invoice for such work.

6.3 Fixed Price Method of Payment: The scope of work for services, projects or programs shall be thoroughly defined and outlined prior to its execution. The AUTHORITY and CONSULTANT shall mutually agree to a fixed price for services to be rendered and a related scope of work. Should the AUTHORITY disapprove that a change in the scope of work is appropriate, then a decrease or increase shall be agreed to in writing. Prior to execution of a fixed price authorization, the CONSULTANT shall have submitted a detailed cost proposal including the estimated labor hours, labor rates as established in Section 6.5, authorized services, out-of-pocket expenses and other related costs supporting the proposed work. Fixed price contracts shall indicate all services including labor, reimbursement expenses if any, and overhead and profit as part of the fixed price.

6.4 Console APPs (price change/over to Fixed Price of Payment): When a contract is to be compensated for on a time charged to an hourly basis, the CONSULTANT will submit a bill for labor and overhead hours as billed during the performance of the services. The CONSULTANT may, in its discretion, adjust the contract price to reflect the actual time and effort expended. The AUTHORITY will only pay for actual services rendered and any costs not included in the contract price. For the purpose of clarity, the AUTHORITY shall not be liable for payments of these items.

6.5 The AUTHORITY agrees to pay the CONSULTANT compensation based upon the actual hourly labor rates (ot/ot/ot/ot/ot/ot) for services rendered by personnel directly engaged on AUTHORITY projects. The billing multiplier will be calculated using the actual billable hours plus the fringe benefit rates. The billing multiplier will be calculated by adding a regulated profit of up to 10% to the base labor rates. The billing multiplier will be capped at 5.00. Therefore, the billing multiplier will be the lesser of the number calculated as described above or 5.00. The billing multiplier will be rounded to the nearest second decimal place. The labor billing rate for each employee will be calculated by multiplying the respective actual hourly labor rates and the billing multiplier.

The labor, general overhead, fringe benefit rate, and profit factors may be subject to audit. The Fiscal Year 2023-24 established hourly labor rates are set forth in Form Schedule attached hereto and made a part hereof. The Schedule may be adjusted with the AUTHORITY's approval once per year on or after the anniversary date of this Agreement to reflect any changes in CONSULTANT's skill status, the actual labor rates at that time, and the audited labor multiplier. Therefore, the CONSULTANT may request adjustments to the Schedule, subject to the AUTHORITY's approval, or after the beginning of the next calendar year. At the time of requesting a labor rate adjustment, the CONSULTANT will provide a report of an independent certified public accountant on statements of direct labor. fringe benefits and general overhead. If a rate adjustment is not requested by the CONSULTANT within five (5) months of each anniversary date of the Initial Agreement, the AUTHORITY will not approve any labor rate adjustment until the date of the next anniversary date of the Initial Agreement.

6.6 For multiple consulting projects and construction/site work projects totaling less than one-hundred and sixty-five (165) hours, the actual office multiplier may be used for establishing hourly labor rates. For all other construction and/or field work/slide projects exceeding the amount theretofore, the quarterly labor rate for the indefinite performance of the field work shall be calculated using the actual field multiplier.

6.7 Unless specifically approved in advance by the AUTHORITY in writing, CONSULTANT is not allowed to bill any labor or expenses associated with CONSULTANT's Internal Quality Assurance, Quality Control, financial management, and personnel working for work performed on AUTHORITY projects. Costs are not included in the audible overhead cannot be billed to the AUTHORITY.

6.8 The Maximum Hourly Compensation will not exceed $300.00, without prior written approval of the AUTHORITY.

6.9 Compensation for subcontractors will be negotiated on a per contract basis or on the Work Assignment (CWSA/Work Assignment) basis. Compensation will be through either a direct draw-up or no greater than eight percent (8%) or through the addition of time to the management effort required for any approved subcontract. If the CONSULTANT chooses to add time to manage the subcontractors instead of direct markup, such tasks shall be clearly identified in the proposal by including a separate line item on the labor rate bid. Sub-contractors' services shall be approved by the AUTHORITY in writing prior to performance of the sub-contractual work. Consulting time for processing and management of the subcontractor is not to be included in direct costs if a direct man-up is applied for management efforts.

6.10 Reimbursable expenses will be reimbursed up to the cost of the amount identified on each CSHA/Work Assignment. All reimbursable expenses will be estimated in accordance with the terms of the Agreement. All requests for payment of reimbursable expenses will be submitted in writing. Such requests shall include a detailed description of the services performed and an itemized list of the expenses incurred. Invitations, or other documentation acceptable to the AUTHORITY Finance Department. Such documentation shall be sufficient to establish the exact nature and value of the items included for which reimbursement is requested. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rules and conditions set forth in Section 13,001, Florida Statutes, as amended. For Diem, car rental, mileage, meals, and lodging expenses are not allowable for CONSULTANT or its staff from the offset.

6.11 In order for both Parties to close their books and records, the CONSULTANT will clearly state "final" on the CONSULTANT's final billing to the AUTHORITY for each CSHA/Work Assignment. This shall constitute the CONSULTANT's certification that all services have been properly performed and all charges and costs have been included in the final billings. If the final billings are not timely submitted, the final billings shall be considered to be default, and in accordance therewith, the final billings shall be considered to be final. All invoices submitted by the CONSULTANT and the AUTHORITY shall not be liable for any further charges and costs not included in the final invoice.
SECTION 7 - CONSTRUCTION COST AND OPINIONS OF COST

7.1 Construction Cost

7.1.1 The construction cost of the entire project (herein referred to as "Construction Cost") means the total cost to the AUTHORITY of those portions of the entire project designed and specified by CONSULTANT, but will not include CONSULTANT's compensation and expenses, the cost of land acquisition, right-of-way, or compensation for or damages to, properties unless the Agreement so specifies. It will not include AUTHORITY'S legal, accounting, insurance, engineering, accounting, or auditing services, or interest and financing charges incurred in connection with the project or the cost of other services to be provided by others to AUTHORITY.

7.1.2 If required by AUTHORITY and accepted by the CONSULTANT, plans shall be a Construction Budget Cap as set forth in each CWA Work Assignment for each project, and the CONSULTANT agrees to maintain this amount or above shall be waived at no cost to the AUTHORITY until construction and demolition can be achieved within this limit. This program shall not be exceeded by design requirements to decrease costs without the prior express written approval of AUTHORITY. Similarly, "As Built" Alterations for program requirements are not allowable in order for the CONSULTANT to assign costs to meet the Final Limit Construction Budget Cap.

7.2 Opinions of Cost

Since CONSULTANT has no control over the cost of labor, materials, equipment or expenses incurred for labor, or over the Contractor's method of performing project, or over complex terrain or market conditions, CONSULTANT's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry.

SECTION 8 - GENERAL CONSIDERATIONS

8.1 Standard of Care

8.1.1 CONSULTANT has, during the evaluation and negotiating phases of the solicitation process that has preceded this Effective Date of this Agreement, represented to AUTHORITY that the CONSULTANT is possessed of a level of skill, knowledge, experience and expertise of a nationally recognized engineering firm. CONSULTANT acknowledges that AUTHORITY has relied on CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this Agreement, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill and ability as other engineers possess a "degree of care," knowledge, skill and expertise with which CONSULTANT has represented to AUTHORITY. CONSULTANT shall perform such duties as may be assigned without request. CONSULTANT accepts the relationship of skill, knowledge, experience and expertise established by this Agreement and agrees with AUTHORITY to cooperate with CONSULTANT and to fulfill CONSULTANT'S stated obligations and agreements in accordance with the terms of the Agreement. CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the AUTHORITY'S interests.

8.1.2 CONSULTANT further contracts with AUTHORITY to furnish service in such a manner as to result in a reasonable level of service and judgment in accordance with applicable Federal, State, and local laws, codes and regulations as amended and supplements which are in effect on the date of the Agreement first written. It is specifically understood that the Accessibility provisions of the Americans with Disabilities Act (ADA) will be complied with and incorporated into the project.

8.2.1 The Agreement may be terminated by the CONSULTANT upon sixty (60) calendar days prior written notice to AUTHORITY in the event of failure by AUTHORITY to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by AUTHORITY, with or without cause, and solely for convenience, within fifteen (15) calendar days upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered by the AUTHORITY's satisfaction through the date of termination specified in this Notice. CONSULTANT agrees to cease and make no claims for lost profits or other damages resulting therefrom. Upon written notice of termination, the Employer is hereinafter referred to as "Employer," and the CONSULTANT shall be paid all of the following:

a) Stop work on the date and to the extent specified;
b) Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
c) Clean up and complete all parts of the work that have not been terminated;
d) Continue and complete all parts of the work that have not been terminated.

8.2.2 Should a termination (or breach) be declared wrongful, any termination shall be conditioned and treated as a termination without cause.

8.2.3 Notwithstanding any breach of this Agreement, in either of these Parties, the stall is at payment to the CONSULTANT, or the AUTHORITY, or any entity authorized by the AUTHORITY, to whom the work is assigned, the AUTHORITY may, in its discretion, continue the work, or any portion thereof, at the option of the AUTHORITY to determine, and may, upon written notice to the CONSULTANT, terminate or cancel the Agreement, whether or not in parity to the AUTHORITY. The work shall be performed in accordance with the terms of the Agreement, and the AUTHORITY shall have the right to use any plant, equipment, or other materials which are not submitted as final work product shall be at the AUTHORITY'S risk.

8.3 Truth-in-Negotiation Certificate

8.3.1 Execution of the Agreement by the CONSULTANT shall result in the execution of a truth-in-negotiation certificate certifying that true and complete costs and funds have been allocated in the compensation provided for in the Agreement. The CONSULTANT shall be responsible for any costs and expenses incurred in the execution of this Agreement and no less than the average rates charged by the CONSULTANT to any others for similar services.
A. Affirmative Procurement Initiative (API):

[Content related to API is included here, discussing the procurement strategy and requirements.]

B. SWIMWE Subconsultant/Supplier Utilization Plan:

[Content related to SWIMWE utilization plan is included here, explaining the plan's objectives and how it is incorporated into the project.]

C. Calculating SWIMWE participation:

[Content explaining how SWIMWE participation is calculated, including formulas and examples.]

---

Agreement No: 23-001

Page: 10 of 12

Agreement Date: [Date]
D. Demonstration of Good Faith Effort:

CONSULTANT is required to demonstrate a Good Faith Effort, as defined in the AUTHORITY's Subcontracting Goal Distribution, as described in Part A (b) of this Section, and to meet the commitments in the SSMWBE Subcontractor/Supplier Utilization Plan contained therein. No additions, deletions, substitutions or modifications to the Subcontractor/Supplier Utilization Plan may be made without the prior approval of the EDO Office. Requests for additions, deletions, substitutions or modifications must be submitted in writing and shall state the nature of the requested change, and in the case of cancelled, modified or substituted, the SSMWBE Subcontractor/Supplier name, scope of work, and dollar value to be performed. Any other change or modification required by the EDO Office shall require the prior approval of the EDO Office. Upon approval, this request shall be in accordance with the requirements of this Agreement, and shall be in accordance with the requirements of the SSMWBE Subcontractor/Supplier Utilization Plan. Among other things, in demonstration of a Good Faith Effort in relation to this Agreement, CONSULTANT shall abide by the requirements of the EDO Program, including:

1. If CONSULTANT is unable to meet the requirements, the requirements must be documented and the requirements must be approved by the Director of the EDO Office. If the requirements are met, the requirements must be approved by the Director of the EDO Office or designee. If the requirements are not met, the requirements must be approved by the Director of the EDO Office or designee. This Agreement may, in the discretion of the AUTHORITY's sole and unlimited discretion, be terminated for material breach or at the AUTHORITY's sole and unlimited discretion, be terminated for any other reason permitted by this Agreement.

2. If, after a reasonable Good Faith Efforts, the CONSULTANT is unable to meet the acceptable substitute or additional SSMWBE, a postaward waiver shall be requested. The request shall document the reasons for the failure to meet the required goal. The request for a postaward waiver shall be submitted to the Director of the EDO Office or designee. This Agreement may, in the discretion of the AUTHORITY's sole and unlimited discretion, be terminated for material breach or at the AUTHORITY's sole and unlimited discretion, be terminated for any other reason permitted by this Agreement.

3. If requesting a postaward waiver, the CONSULTANT shall request waiver of the requirements in the compliant SSMWBE Subcontractor/Supplier Utilization Plan, with an explanation of the reasons for the failure to meet the required goal. This Agreement may, in the discretion of the AUTHORITY's sole and unlimited discretion, be terminated for material breach or at the AUTHORITY's sole and unlimited discretion, be terminated for any other reason permitted by this Agreement.


1. CONSULTANT acknowledges that the AUTHORITY's EDO Program is in furtherance of the AUTHORITY's efforts to encourage participation by various segments of the economy, and that CONSULTANT's participation is voluntary, but that failure to comply with the requirements of this Agreement may result in the termination of this Agreement. CONSULTANT acknowledges that the requirements of this Agreement are in furtherance of the AUTHORITY's SSMWBE Program and that failure to comply with the requirements of this Agreement may result in the termination of this Agreement.

2. CONSULTANT shall cooperate with the EDO Office and other AUTHORITY departments in their data collection and monitoring efforts regarding CONSULTANT's utilization of small and/or minority-owned businesses, including the submission of reports to the EDO Office as required by the AUTHORITY's SSMWBE Program and other AUTHORITY contracts.

3. CONSULTANT shall be responsible for the timely submission of completed forms to the Office of EDO as specified in the EDO Program.
F. Affirmative Procurement Initiatives - Compliance

1. Commercial Non-discrimination Policy Compliance:
   As a condition of entering into this Agreement, the CONSULTANT represents and warrants that it has complied with throughout the course of the bidding and contract award process, and will continue to comply with, the AUTHORITY’s Commercial Non-discrimination Policy, as described in Section 5 of the Funding Manual, as incorporated herein. As part of such compliance, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information. In the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial creditors, nor shall the company institute or against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remove the effects of marketplace discrimination that have occurred or are occurring in the AUTHORITY’s relevant marketplace. The company undertakes and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in AUTHORITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT’s certification of its compliance with this Commercial Non-discrimination Policy as submitted to the AUTHORITY pursuant to the bid solicitation for this Agreement is hereby attitudinal and incorporated into the material terms of this Agreement. CONSULTANT shall incorporate these clauses into each of its subcontractor and supplier agreements entered into pursuant to AUTHORITY contracts.

2. Prompt Payment:
   Upon execution of this Agreement by CONSULTANT, CONSULTANT shall be required to submit to AUTHORITY accurate payment information with each invoice regarding each of its Subcontractors to ensure that the CONSULTANT’s reported subcontract participation is accurate. CONSULTANT shall pay its Subcontractors in compliance within thirteen (13) days in accordance with the Florida Local Government Prompt Payment Act, or within ten (10) days of receipt of payment from the AUTHORITY, whichever is sooner.

3. Violations:
   In addition to the above, CONSULTANT acknowledges and agrees that it is a violation of the EBO Program Policy and Procedures and a material breach of this Agreement to:
   a) Make false statements to any entity that any other entity is, or is not, certified as an SMM/BE for purposes of the EBO Program,

4. Penalties, Sanctions and Ouster:
   Any person who violates the provisions of this section shall be subject to the sanctions and penalty provisions of Section 6.1 through 6.4 of the AUTHORITY’s Purchasing Manual, as incorporated herein by reference that include, but are not limited to:
   a) Suspension of contract,
   b) Withholding of funds,
   c) Rejection of contract based upon a material breach of contract pertaining to SMM/BE Program compliance;
   d) Refusal to accept a response or proposal to a future bid or RFP;
   e) Ouster of a Respondent, Contractor or other business firm from eligibility for providing goods or services to the AUTHORITY for a period not to exceed three (3) years (subject to change upon AUTHORITY Board approval); and
   f) Liquidated damages equal to the difference in dollar value of SMM/BE participation as committed to in the Agreement, and the dollar value of SMM/BE participation as actually achieved.

8.6 Independent Contractor Relationship:

8.6.1 The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the AUTHORITY. All actions engaged in any of the work services performed pursuant to this Agreement shall be at all times, and in all places, be subject to the CONSULTANT’s supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees or others perform the work under this Agreement. The CONSULTANT’s relationship and the relationship of its employees or any others performing work under this Agreement shall at all times and without exception be that of an Independent Contractor and not as employees or agents of the AUTHORITY.

8.6.2 The CONSULTANT does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.

8.7 Contingent Fees:
The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure the Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, tip, or any other consideration contingent upon or resulting from the award or making of this Agreement.
8.8 Authority to Conduct Business

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required by law to conduct its business and perform all required work in accordance with the terms of this Agreement for the period of the initial and extended term, if any, of this Agreement. Proof of such licenses and approvals shall be submitted to the AUTHORITY upon request.

8.9 Federal and State Tax

8.9.1 The AUTHORITY is exempt from payment of Federal and State Sales and Use Taxes. The AUTHORITY will not be assessed from pricing sales tax to its suppliers for materials used to fulfill contractual obligations with the AUTHORITY. The CONSULTANT is not authorized to use the AUTHORITY’s Tax Exemption Number in securing such materials.

8.9.2 The CONSULTANT shall be responsible for payment of its own and its share of the employee’s payroll, payroll taxes, and benefits with respect to this Agreement.

8.10 Availability of Funds

The AUTHORITY’s performance obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the AUTHORITY Governing Board.

8.11 Insurance

8.11.1 CONSULTANT shall, at its sole expenses, agree to maintain in full force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements, as described herein). CONSULTANT shall agree to provide the AUTHORITY with at least thirty (30) days prior notice of any cancellation, non-renewal or material change to the insurance coverage. The insurers contained herein, as well as AUTHORITY’s review of the policy, are maintained by CONSULTANT and not authorized to use the AUTHORITY’s Tax Exemption Number in securing such materials.

8.11.2 Additional Insured. CONSULTANT shall endorse the AUTHORITY as an Additional Insured with a commercially reasonable insurance carrier on all of its currently in force Commercial General Liability insurance policies. The Additional Insured endorsement shall be in a form which is consistent with any requirements of the AUTHORITY’s Risk Management Department, including, but not limited to, the Commercial General Liability insurance.

8.11.3 Waiver of Subrogation. Except for CONSULTANT’s own workers’ compensation and property liability policies, CONSULTANT hereby waives any and all rights of subrogation against the AUTHORITY, its officers, employees and agents for each required policy. When requested by the insurer, or should a policy condition not permit an insurer to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Subrogation of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition in the policy specifically prohibits such an endorsement, or which coverage should CONSULTANT enter into such an agreement on a pro-rata basis.

8.11.4 Certificate(s) of Insurance. Prior to execution of this Agreement, CONSULTANT shall deliver to the AUTHORITY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include the following language: “Should any of the policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions.” CONSULTANT shall provide notice to the AUTHORITY at any time CONSULTANT becomes aware of any cancellation or material change in the insurance policy. The certificate of insurance shall be issued to:

Solid Waste Authority of Palm Beach County
PO Box 833
West Palm Beach, FL 33412

8.11.5 Umbrella or Excess Liability. If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability and Employee’s Liability coverages under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employee’s Liability. The AUTHORITY shall specifically endorse any “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a “Familiar Form” basis.

8.11.6 Right to Inspect. AUTHORITY, by and through its Risk Management Department, in cooperation with the performing consultant, is authorized to inspect, review, modify, inspect or accept any required policies of insurance. In order to compensate for any omissions, or delays in time, the AUTHORITY reserves the right, but not the obligation, to inspect and reject any policy providing coverage because of its poor financial condition or failure to operate legally.

8.12 Disclosures and Ownership of Documents

8.12.1 The CONSULTANT shall deliver to the AUTHORITY, for acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the AUTHORITY under this Agreement.

8.12.2 All written and oral information in the public domain or not previously known, and all information and data obtained, developed, prepared or supplied by the AUTHORITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party without the AUTHORITY’s prior written consent, unless required by law or in connection with any pre-existing relationship. All written drawings, maps, sketches, designs, plans, specifications, and other data developed, utilized, or otherwise obtained under this Agreement by the AUTHORITY project or at the AUTHORITY’s expense shall be the property of the AUTHORITY and may be reproduced and used at the sole and undiscretionary discretion of the AUTHORITY. However, CONSULTANT will not use any materials for modifications or reuse unless CONSULTANT agrees with and is compensated for said reuse.

8.12.3 All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.
Jurisdiction, Venue, Waiver of Jury Trial and Remedies

This Agreement shall be governed by the laws of the State of Florida. Any and all legal actions necessary to enforce this Agreement shall be in a Florida court of competent jurisdiction located in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or heretofore existing at law or in equity. No single or serial failure by any party to exercise any right, power, or remedy hereunder shall preclude that party from exercising that right, power or remedy in the future. THE AUTHORITY AND CONSULTANT FREELY AND VOLUNTARILY AGREE TO WAIVE ITS RESPECTIVE RIGHT TO A JURY TRIAL ON ANY ISSUES SO TRIABLE.

Conflict of Interest

8.14.1 The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 726.121, as amended. The CONSULTANT further represents that no person having any conflicting interest shall be employed for said performance.

8.14.2 The CONSULTANT shall promptly notify the AUTHORITY in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or quality of service being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of the work that the CONSULTANT may undertake and require an opinion of the AUTHORITY as to whether this association, interest or circumstance would, in the opinion of the AUTHORITY, constitute a conflict of interest as obtained by the CONSULTANT. If, in the opinion of the AUTHORITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the AUTHORITY shall so state in the notification and the CONSULTANT shall act in accordance with said association, interest or circumstance and shall be deemed not in conflict of interest with respect to services provided to the AUTHORITY by the CONSULTANT under the terms of this Agreement.

Excusable Delays

8.15.1 The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes beyond the control of the CONSULTANT or its subconsultants and without their fault or negligence. Such causes may include, without limitation, acts of God, natural or public health emergencies, strikes not within the control of CONSULTANT's work force, company or agent's force, fright embargoes, and abnormally severe and unusual weather conditions.

8.15.2 Upon the CONSULTANT's request, the AUTHORITY shall consider the facts and extent of any failure to perform the work and, if in the reasonable opinion of the AUTHORITY the CONSULTANT's failure to perform was without or at such consultant's fault or negligence, the AUTHORITY shall not be deemed to have breached any of the terms of this Agreement accordingly. This is subject to the AUTHORITY's rights to change, terminate, or stop any or all of the work at any time.

Arms

The CONSULTANT shall not alleg the AUTHORITY's credit or make it a guarantee of payment of any duty for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

Modifications of Work

8.17.1 The AUTHORITY reserves the right to make changes in this work required by any CSAR Work Assignment, including alterations, reductions therein or additions thereto. Upon receipt of the CONSULTANT's notice of a contemplated change, the CONSULTANT shall promptly do all of the following: (1) if requested by AUTHORITY, provide an estimate for the increase or decrease in cost due to the contemplated change, and (2) notify the AUTHORITY of any estimated change in the completion date; and (3) advise the AUTHORITY in writing if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Agreement.

8.17.2 If the AUTHORITY as an instruction in writing, the CONSULTANT shall suspend work on that portion of the work affected by a contemplated change, pending the AUTHORITY's decision to proceed with the change.

8.17.3 If the AUTHORITY elects to make the change, the AUTHORITY shall issue an amendment to the applicable CSAR Work Assignment and the CONSULTANT shall not commence work on any such change until such written amendment has been issued and executed.

Notice

All notices required in this Agreement if sent to the AUTHORITY shall be mailed to:

Solid Waste Authority of Palm Beach County
7501 Northlake Boulevard
West Palm Beach, FL 33411
Attention: Executive Office
Office No.: 561-640-4300 Fax No.: 561-640-3900
and if sent to the CONSULTANT shall be mailed to:

[Name of Consultant]
Address #1
Address #2
City/State/Zip Code
Office No.: XXX-XXX-XXXX Fax: XXX XXX XXX Email: XXX XXX XXX

Severability

8.19.1 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 not affect the validity or enforceability of any other portion or provision of this 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 provision or provision held to be void. The Parties further agree to reform the Agreement to replace any void provision with a valid provision that comes as close as possible to the intent of the void provision.

8.19.2 The provisions of this section shall not prevent the entire Agreement from being void if a provision which is of the essence of the Agreement is determined to be void.
8.20 Entity of Contractual Agreement

8.20.1 The AUTHORITY and the CONSULTANT agree that this Agreement, including but not limited to the performance of the AUTHORITY’s Purchasing Manual that are incorporated herein by reference, sets forth the entire agreement between the PARTIES, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto.

8.20.2 This Agreement includes the following exhibits, which are attached hereto and made a part hereof:
- Scope of Work
- Fee Schedule
- SAM/ABE Participation Agreement
- Insurance Requirement Checklist

8.21 Successors and Assigns

AUTHORITY and CONSULTANT agree that each assigns itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to such other parties, the partners, successors, assigns, administrators, assignees, and legal representatives, CONSULTANT shall not assign this Agreement without the prior express written approval of the AUTHORITY vis-à-vis said amendment.

8.22 Public Entity Controls

As provided in F.S. 287.121-123, by entering into this Agreement or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and subconsultants who will perform hereunder, have not been placed on the considered vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the Effective date of this agreement. This notice is required by F.S. 287.121(9)(a).

8.23 AutoCAD Files

CONSULTANT agrees to provide AUTHORITY with an electronic copy of the AutoCAD files used by CONSULTANT to develop the final Contract Documents and an electronic copy of the record drawings. The hard copy of the Contract Documents containing the CONSULTANT’s professional engineering stamp shall be preserved over the AutoCAD files.

8.24 Proprietary Information

Notwithstanding any other provision of this Agreement, all of CONSULTANT’s pre-existing computer programs, technical data, figures, schematics, specifications or software developed by CONSULTANT outside of this Agreement shall remain the exclusive property of CONSULTANT. The AUTHORITY reserves the right to make any pre-existing standard details, figures, schematics or specifications utilized by CONSULTANT on AUTHORITY projects for any work related to the repair, expansion, rehabilitation, or modification of such projects.

8.25 Criminal History Records Check

The CONSULTANT shall comply with the provisions of Palm Beach County Ordinance 2003-030, as amended, the Criminal History Records Check Ordinance (“Ordinance”). If the CONSULTANT’s employees or subconsultants are required under this Agreement to enter a “facial facility” as defined in Palm Beach County Ordinance of County Commissioners Resolution R-2003-197A, the CONSULTANT acknowledges and agrees that all employees and subconsultants who are to enter a “facial facility” will be subject to fingerprints based on criminal history records check. Although AUTHORITY agrees to pay all applicable costs required for criminal history records checks, the CONSULTANT shall be solely responsible for the financial costs and staffing implications associated with comply with Ordinance 2003-030,

Agreement No. 23401
- 34 -

SAMPLE

8.26 Inspector General

8.26.1 Inspector General has established the Office of the inspector General (OG), Ordinance No. 2009-049 which is authorized and empowered to review and investigate, accounts and returns. The AUTHORITY shall, in accordance with this Agreement, provide Inspector General Services. This Agreement provides for the Inspector General to receive services from the AUTHORITY in accordance with the AUTHORITY’s functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the inspector General including providing access to records relating to this Agreement. The inspector General has the power to subpoena, administer, administer, require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and employees in order to ensure compliance with contract specifications and direct completion and audit. Failure to cooperate with the inspector General or interference with Inspector General investigations shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

8.27 Indemnification

8.27.1 General

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONSULTANT agree to allocate such liabilities in accordance with this Section.

8.27.2 Indemnification

The CONSULTANT shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liability, damage, loss, and costs, including, but not limited to, reasonably attorney fees, the extent caused by the negligent, reckless, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

8.27.3 Survival

Upon completion of all services, obligations and duties provided for in this Agreement or in the event of termination of this Agreement for any reason, the terms and conditions of this Section shall survive.

8.28 Compliance with Laws

In performance of the Requested, the CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, policies and standards.

8.29 Sub-consulting

8.29.1 AUTHORITY reserves the right, and in its sole and absolute discretion, to accept the use of a subconsultant or to reject the selection of a particular subconsultant under this Agreement.

8.29.2 If a subconsultant fails to perform or make progresses as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the AUTHORITY.

Agreement No. 23401
- 25 -

SAMPLE
8.31 Waiver

A waiver by either AUTHORITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing, in the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

8.31.1 Public Records, Access and Audits

8.31.1.1 It is the intent of this Section to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.

8.31.2 DESIGNATED RECORDS CUSTODIANS CONTACT INFORMATION:

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGER
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL 33412
561-640-4000 EXT. 4605
RECORDS.CUSTODIAN@SWA.ORG

8.31.3 The CONSULTANT shall maintain records related to all charges, expenses, and costs incurred in providing the work, in accordance with the timeliness and classifications for records retention as per the General Records Schedule GS-15, for State and Local Government Agencies (see: https://digital.library.fsu.edu/ark:/87401/30x-record-management/generic-schedules) after completion or termination of this Agreement. Upon AUTHORITY’s request, CONSULTANT shall provide AUTHORITY with access to such records during normal business hours at a location where Palm Beach County for purposes of inspection or audit.

8.31.4 Notwithstanding anything herein to the contrary, the CONSULTANT expressly acknowledges that: 1) it is providing a specific service to the AUTHORITY in the performance of this Agreement; and 2) it is an independent contractor and not an employee of the AUTHORITY. The CONSULTANT acknowledges that it does not have control over the terms and conditions of employment or the work performed by the employees of its subcontractors or consultants that it performs the work.

8.31.5 Any public records requests directed to, or related in any way to this Agreement shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager, they shall immediately notify the CONSULTANT and the CONSULTANT must provide the records or allow access to the records within a reasonable time. A CONSULTANT who fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (§ 119.11 and § 119.12) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree which is punishable by imprisonment of up to a year in jail and a fine not to exceed $1,000.

8.31.6 Thereafter, the CONSULTANT is required to:
1) Keep and maintain public records that are created by the AUTHORITY. In order to perform the service,
2) Upon AUTHORITY’s request from the AUTHORITY’s Records Manager, provide the AUTHORITY with a copy of the requested records to allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the AUTHORITY would provide the records at a cost that does not exceed the cost provided by Florida law;
3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following the completion of the Agreement if the CONSULTANT does not transfer the records to the AUTHORITY; and
4) Upon completion of the Agreement, transfer all cost to the AUTHORITY all public records in possession of the CONSULTANT or keep and maintain public records in the AUTHORITY upon completion or termination of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to the AUTHORITY upon request from the AUTHORITY’s Records Manager, either during performance of this Agreement or after its termination or completion of the Agreement in a format that is compatible with the Information Technology systems of the AUTHORITY.

8.31.7 Failure of the CONSULTANT to comply with these requirements shall be a material breach of this Agreement.

8.32 Contract Administration

8.32.1 Services of CONSULTANT shall be under the general direction of the Director of Department, or designee, who shall act as the AUTHORITY’s representative during the term of this Agreement.

8.33 Scrutinized Companies

8.33.1 When Agreement valuation is greater than one million dollars ($1,000,000). As provided in F.S. 287.135, any person entering into this Agreement or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform human labor, have not been placed on the Southcom Companies With Activities in Sudan List or Sanctioned Companies With Activities in The Iran Petrochemical Energy Sector List created pursuant to F.S. 215.473, or are engaged in business operations in Cuba or Syria.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification may be submitted at the time of renewal of this Agreement.

8.33.2 As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform human labor, have not been placed on the Southcom Companies that Boycott Israel List, or are engaged in a boycott of Israel, pursuant to F.S. 215.473.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification may be submitted at the time of renewal of this Agreement.
Agreements with Other Governmental Entities

8.34 The CONSULTANT agrees that this Agreement constitutes an offer to all State Agencies, Political Subdivisions and municipalities or other local government agency of the State of Florida under the same terms and conditions, for the same purposes, for the same effective period as specified in this Agreement and that the CONSULTANT takes it in the best interest of their business to do so.

8.34.2 The Agreement in no way restricts or interferes with any State Agency or Political Subdivision and municipalities or other governmental agency of the State of Florida from re-escalation.

8.35 Third Party Beneficiary Disclaimer:

It is not the intent of these documents to vest third party beneficiary status in any person or entity that is not a direct party to this Agreement and no language in this Agreement should be construed or interpreted as creating a third-party beneficiary.

8.36 E-Very - Employment Eligibility

A. The CONSULTANT certifies, warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended, and that CONSULTANT shall: (1) register with and use the E-Very system (Evotry.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) shall verify that all of the CONSULTANT’S subcontractors contractors performing the duties and obligations of this Agreement are registered with and use the E-Very System to electronically verify the employment eligibility of all newly hired workers. CONSULTANT shall obtain from each of its subcontractors contractors an affidavit stating that the subcontractor contractors does not employ contract with, or sub-contract with an Unlawful Alien, as that term is defined in Section 448.095(1), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subcontractor contractor for at least one (1) year, the duration of the sub-contract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

8.37 AUTHORITY shall terminate this Agreement if it has a good faith belief that CONSULTANT has knowingly violated Section 448.095, Florida Statutes, as may be amended. If AUTHORITY has a good faith belief that one of CONSULTANT’S subcontractors contractors has knowingly violated Section 448.095, Florida Statutes, as may be amended, AUTHORITY shall notify CONSULTANT to terminate its contract with said subcontractors contractors and CONSULTANT shall, immediately to contract with the subcontractors contractors. If AUTHORITY terminates this Agreement pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by AUTHORITY for a period of one (1) year from the date on which the Agreement was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by AUTHORITY as a result of the termination.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
MEMORANDUM

TO:                Vice Mayor Maria Sachs, Chair
                    and Solid Waste Authority Board Members

SUBJECT:          Public Hearing - Proposed FY 2024 Budget

RECOMMENDATION:   Approve the Proposed Budget;
                    Approve the Assessment & Tip Fee rates for
                    the required notice; and
                    Continue the Public Hearing until August 23, 2023

BACKGROUND:

Budget Summary

We are pleased to present the Fiscal Year 2023/2024 ("FY 2024") Proposed Budget for your consideration. The economic environment remains challenging as inflation continues to impact the cost of our operations. Staff has incorporated several strategies including the early retirement of debt and the use of reserves to minimize the rate impact on our customers in the absence of which the FY 2024 Residential Single-Family Disposal Assessment Rate would be $203 per year.

To reduce the impact of inflation and other cost drivers for FY 2024 staff is proposing the prepayment of $15M of the Authority’s 2021 Bonds to reduce FY 2024 scheduled Debt Service expense. This outflow of reserves will largely be covered by higher than budgeted interest income for FY 2023, resulting from the Federal Reserve rate hikes intended to combat inflation, that will flow to the General Reserve at year-end. The proposed prepayment, presented under a separate cover for Board approval, is incorporated herein and in the rates proposed for the TRIM notice. With the $15.1M in Debt Service savings for FY 2024, staff is seeking approval of an average 3.8% increase to FY 2024 Residential Disposal Assessment Rates and an average 6.5% increase to Commercial Disposal and Governmental Assessment Rates. The higher increase for commercial is because commercial properties are on a "split assessment" meaning that they are only partially assessed on the tax bill with the balance paid in tipping fees. Because the garbage and trash tipping fee remains the same at $42 per ton, the increase apportioned to commercial properties is imposed on the assessment.

Proposed FY 2024 Disposal Assessment Rate increases include: a $6/year increase in the Single-Family Assessment Rate from $184/year to $190/year; a $4/year increase in Multi-Family; and a $7/year increase in the Mobile Home Assessment Rate. Commercial Disposal Assessment
Rate increases are $0.005/sq. ft. for Commercial-Low, $0.013/sq. ft. for Commercial-Medium, and $0.075/sq. ft. for Commercial-High.

Significant funding impacts for FY 2024 include an increase of $12.2M in the total operating expense budgets, including the Disposal Budget up $12.0M and the Mandatory Collection Budget ("MC Budget") up $187.2K. While the operating budget is up $12.2M in total, the Proposed Capital Budget is down $20.1M from $48.2M in FY 2023 to $28.1M for FY 2024, resulting in Total Operating and Non-Operating expenses being approximately equal to FY 2023. The Board will recall that last year the Authority paid off $23.1M in debt and used the budget capacity created to pre-fund several large capital projects.

With regard to Collection, Mandatory Collection Rates ("MC rates") have been updated for FY 2024 pursuant to the terms of the Franchise Hauler contracts, and as presented in the attached schedules. The FY 2024 Proposed MC Assessment rates reflect an increase in the contractual Refuse Rate Index ("RRI") of 4.49%, which applies to 90% of the rate, and the latest Fuel Index Factor, released May 1, 2023, and up 34.7% from the contractual base index (at 209.72), which applies to 10% of the rate.

Because fuel prices during FY 2023 have remained lower than budgeted, staff is recommending applying those savings to reduce rates next year. Staff is proposing to keep the MC rates equal to last year for the purpose of the TRIM notice for Service Areas 1, 2, 5, 6 and 7. This includes the use of approximately $32.0K in Service Area 5 reserves to keep rates in line with the other Service Areas. Service Area 5 is unique because it is a "piggy-back" of the South Bay contract and does not have separate fuel and non-fuel components. The piggy-back was entered into because it was the most economical way to provide service to the properties in the unincorporated area of the Glades. Service Area 3 and 4 rates are similarly reduced but do reflect the extraordinary rate increase approved at the October 25, 2022, Board Meeting as a result of the increase in the minimum wage. The Board may wish to provide an additional use of reserves to lower rates further to place all Service Area MC rates at or below the current year in August, but staff is recommending this approach for the TRIM out of conservatism.

As stated, Service Areas 3 and 4 were also updated to include the extraordinary rate increase which is expected to amount to approximately $148,000, and results in an increase of $1 - $2 per year for curbside units in these service areas.

The following is the presentation of the budget and rates for the required notice. The Board is requested to approve the proposed budget, approve the rates for the required notice, and to continue the public hearing until August 23, 2023, when the final budget and rates will be presented to the Board for approval.

The Disposal Budget

Revenues:
Total Disposal revenues are up $11.5M or 4.1% from FY 2023. The increase in Disposal revenues includes: an increase of $9.0M in Non-Ad Valorem Assessments, an increase of $7.2M in Interest Income due to the higher prevailing rates and assuming they remain at or above the current rate, an increase of $1.1M in the Biosolids Pelletization Facility (BPF) contract revenues from the wastewater utility partners, and an increase of $876.2K in projected Tipping Fee revenues, which includes a proposed increase of $5 per ton to the tipping fee for Building Debris/Land Clearing
Debris from $60/ton to $65/ton. We have seen a 10.2% year-over-year increase in deliveries of this material and the increase may help divert some of it to the permitted private recycling facilities.

The above FY 2024 projected revenue increases are slightly offset by forecasted decreases in FY 2024 Electric Sales and Recycling revenues as markets have softened. Electric Sales revenue is projected to decrease by $3.4M or (7.0%) in relation to FY 2023 due to recent declines in energy rates paid by FPL in accordance with the terms of the Power Purchase Agreements. Recycling Revenue is budgeted $3.3M, or 27.6% lower than in the FY 2023 Adopted Budget. Recycling rates for fiber and plastic have been trending down in FY 2023, and this trend is expected to continue in FY 2024, Recycling revenue is routinely budgeted conservatively due to the volatility of these markets and that practice is reflected herein.

In total, the combined FY 2024 Proposed Disposal revenue is projected to be 4.1% higher compared to the FY 2023 Adopted Disposal Budget.

**Expenditures:**

This budget includes one (1) requested new position (Equipment Operator Trainee) for Transport Services. Therefore, for FY 2024, staff is requesting an increase in the Authority’s Approved FTE headcount from 429 to 430. This increase is offset by a reduction in the funding of vacant positions to 50% from 75%. Operating Expenses, aside from the contract fees for PBREF#1, PBREF#2, the Recovered Materials Processing Facility (RMPF), and the BPF, are budgeted to increase $9.6M or 9.3% compared to the FY 2023 Adopted Budget.

The budget increases for FY 2024 include a significant increase in the employer contributions for the Florida Retirement System (FRS) in accordance with Senate Bill 7024, which amounts to $2.3M, and increases of $2.8M in Other Contractual Services due to increased vegetation processing costs and higher landfill management costs, $1.5M in maintenance and repair costs, and $518.4K in property insurance premiums. These increases are offset by the $15M reduction in Debt Service from $63.1M, as scheduled, to $48.1M for FY 2024.

The budget includes a $5.0M increase in total Personal Services costs, which includes the aforementioned FRS increase, a Cost of Living Adjustment (COLA) of 5.50%, a $1.3M increase in Health and Life Insurance costs, and FICA. It should be noted that the COLA presented is less than the result of dividing the average of the CPI for the year ending in April 2023, the last month available, by the same period the prior year which equals an average of 7.70%, which is our typical methodology. Staff’s proposed COLA reflects the monthly year over year changes for the last six months, which were 7.46%, 6.66%, 6.62%, 6.02%, 4.74% and 5.12%, which is a downward trend. As discussed in April, staff would like the Board to consider applying an additional 1-2% to further address the below-market pay grade minimums identified in the Salary Survey.

Contract operator fees for the Authority’s four (4) plant operators are projected to increase by a total of $2.4M from the FY 2023 Adopted Budget. The increases are based on contractual adjustments and the contributing factors include: a $2.0M increase for PBREF#1; a $564.8K increase for PBREF#2; a $559.5K increase for the RPMF; and a $761.6K decrease for the BPF.

Debt service coverage for FY 2024 is calculated at 1.63 which is above the required minimum (1.10) and above the level expected to safely maintain our current bond ratings. Last year’s coverage was budgeted at 1.97, which reflected a larger $23.1M early payment of debt and the
higher capital budget which impacts favorably on coverage. The minimum coverage required by the Authority’s Trust Indenture is 1.10 (or 110%), although the Authority typically budgets a much higher coverage as this is viewed favorably by the rating agencies and supports our bond rating. This calculation represents total revenue less operating expenses, otherwise known as Net Revenue, divided by debt service.

The FY 2024 Renewal and Replacement Fund budget of $25.2M is down $21.5M compared to FY 2023. Notable appropriations include $3.0M to complete the closure of cells 5-10 at the Class 1 Landfill; $5.0M for scheduled asset replacements; $1.5M for the rehabilitation of the Central County Transfer Station Tipping floor; $1.0M for design costs related to the future expansion of cells 25 and 26 at the Class 1 Landfill; $2.6M for Industrial Supply Well (groundwater wells) upgrades and related projects; and $5.1M for utility upgrades and improvements, including $2.2M budgeted to install and upgrade the Landfill Gas Collection Systems at its Class 1 and 3 Landfills.

The Capital Improvement Fund budget of $2.9M is up $1.5M from FY 2023 and includes $1.3M for Fire and Flame Detection systems at both of the PBREF#1 and PBREF#2 facilities; $630.0K for the new equipment and improvements at the Authority’s Landfills; $434.2K for new equipment for the Authority’s Groundwater and Industrial Supply Well systems. A complete list of all Renewal and Replacement and Capital projects is attached and staff is prepared to answer any questions the Board may have regarding these projects.

General Reserves:
For the FY 2024 budget, staff did not include General Reserves to fund the budget. The Board may consider applying General Reserves to partially fund Capital Projects. This decision can be made at the August meeting.

The Mandatory Collection Budget
As discussed in the introduction, staff has endeavored to maintain the collection rates at the current levels, with the exception for Service Areas 3 and 4 which reflect a $1 and $2 annual increase, respectively for curbside. These rates include three components: 2X per week Garbage/Trash, 1X per week Vegetation, and 1X per week Recycling. An annual cart maintenance fee of $2.10 per month is also applied to Service Areas 1, 2, 3, 4 and 6 pursuant to the franchise collection contracts to compensate the haulers for the cost of supplying, repairing, and replacing as necessary the automated carts. As previously stated, the rate for Service Area 5 was also adjusted using $32.0K in MC reserves to remain flat for FY 2024 like the other Service Areas (excluding the Service Areas 3 and 4 approved rate increase for Curbside). The final adjustment factors for Service Area 5 will be provided by the hauler (Waste Management) in mid-June and additional reserves will be applied if needed, as rates cannot increase from the approved TRIM Notice. The current balance in the Collection Reserve is approximately $31.8M.

Summary:
The Board’s action in June sets the rates for the TRIM notice. Staff will present the Budget to the Board again in August for final adoption. At that time the adopted rates can be reduced from those approved in June, including through the application of reserves, but cannot be increased.
## Assessment Rate Changes as Compared to Approved Budget

<table>
<thead>
<tr>
<th></th>
<th>FY 2024</th>
<th>FY 2023</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual Residential Assessment:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family</td>
<td>$180</td>
<td>$184</td>
<td>$6</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>$104</td>
<td>$100</td>
<td>$4</td>
</tr>
<tr>
<td>Mobile Home</td>
<td>$181</td>
<td>$174</td>
<td>$7</td>
</tr>
<tr>
<td><strong>Governmental (Elim):</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial-Low</td>
<td>$0.084</td>
<td>$0.079</td>
<td>$0.005</td>
</tr>
<tr>
<td>Commercial-Med</td>
<td>$0.210</td>
<td>$0.205</td>
<td>$0.005</td>
</tr>
<tr>
<td>Commercial-High</td>
<td>$1.197</td>
<td>$1.122</td>
<td>$0.075</td>
</tr>
<tr>
<td>Non-Generator</td>
<td>$0.011</td>
<td>$0.011</td>
<td></td>
</tr>
<tr>
<td><strong>Residential Collection Fees:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Curb Side Service:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Area 1 Waste Pro</td>
<td>$282</td>
<td>$282</td>
<td></td>
</tr>
<tr>
<td>Service Area 2 Advanced WM</td>
<td>$355</td>
<td>$355</td>
<td></td>
</tr>
<tr>
<td>Service Area 3 FCC</td>
<td>$185</td>
<td>$194</td>
<td>$1</td>
</tr>
<tr>
<td>Service Area 4 FCC</td>
<td>$189</td>
<td>$196</td>
<td>$7</td>
</tr>
<tr>
<td>Service Area 5 WM</td>
<td>$371</td>
<td>$371</td>
<td></td>
</tr>
<tr>
<td>Service Area 6 GCI</td>
<td>$274</td>
<td>$274</td>
<td></td>
</tr>
<tr>
<td>Containerized Service:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Area 1 Waste Pro</td>
<td>$148</td>
<td>$148</td>
<td></td>
</tr>
<tr>
<td>Service Area 2 Advanced WM</td>
<td>$125</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>Service Area 3 FCC</td>
<td>$97</td>
<td>$97</td>
<td></td>
</tr>
<tr>
<td>Service Area 4 FCC</td>
<td>$96</td>
<td>$96</td>
<td></td>
</tr>
<tr>
<td>Service Area 5 WM</td>
<td>$284</td>
<td>$284</td>
<td></td>
</tr>
<tr>
<td>Service Area 6 GCI</td>
<td>$124</td>
<td>$124</td>
<td></td>
</tr>
</tbody>
</table>

**BUDGET IMPACT:** The FY 2024 Proposed Budget meets all the requirements of the Trust Indenture and Board Policy.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Summary Schedules</td>
<td>6-8</td>
</tr>
<tr>
<td>Rate Comparison Schedules</td>
<td>9-11</td>
</tr>
<tr>
<td>Schedule of Reserves</td>
<td>12-14</td>
</tr>
<tr>
<td>Schedule of Proposed Projects</td>
<td>15-17</td>
</tr>
<tr>
<td>Residential &amp; Commercial Assessment Rates</td>
<td>18-19</td>
</tr>
<tr>
<td>Mandatory Collection Budget</td>
<td>20</td>
</tr>
<tr>
<td>Consulting Engineers Letter of Approval</td>
<td>To be provided</td>
</tr>
</tbody>
</table>

**REVIEWS:**

- **Director:**
  - Name: __________________________
  - Date: ____________

- **Director of Contract Compliance:**
  - Name: __________________________
  - Date: ____________

- **Chief Officer:**
  - Name: __________________________
  - Date: ____________

- **Chief Financial Officer:**
  - Name: __________________________
  - Date: ____________

- **Legal Counsel:**
  - Name: ________________
  - Date: ____________

- **Executive Director:**
  - Name: __________________________
  - Date: ____________

**Signatures:**

- **Michael W. Jones:**
  - Date: 6/1/2023

**Note:** Signatures are valid as of the date provided.
# Solid Waste Authority
## Proposed Fiscal Year 2024
### Budget (Combined Funds)

<table>
<thead>
<tr>
<th>Operating Revenue</th>
<th>DISPOSAL</th>
<th>ENTERPRISE</th>
<th>COMBINED</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Assessment</td>
<td>$177,975,518</td>
<td>$60,332,539</td>
<td>$238,308,057</td>
<td></td>
</tr>
<tr>
<td>Tipping Fees - Garbage &amp; Trash</td>
<td>$27,762,210</td>
<td>$246,350</td>
<td>$27,908,560</td>
<td></td>
</tr>
<tr>
<td>Tipping Fees-Other</td>
<td>$15,840,090</td>
<td>$9,382,340</td>
<td>$15,840,090</td>
<td></td>
</tr>
<tr>
<td>Electric Sales</td>
<td>$45,068,988</td>
<td>$45,068,988</td>
<td>$45,068,988</td>
<td></td>
</tr>
<tr>
<td>Recycling Revenue</td>
<td>$8,660,910</td>
<td>$229,248</td>
<td>$8,890,158</td>
<td></td>
</tr>
<tr>
<td>Advanced Metals Recovery</td>
<td>$246,350</td>
<td>$1,924,374</td>
<td>$229,248</td>
<td></td>
</tr>
<tr>
<td>Pelletizer Contract</td>
<td>$9,382,340</td>
<td>$1,924,374</td>
<td>$9,382,340</td>
<td></td>
</tr>
<tr>
<td>Waste Water Disposal Fees</td>
<td>$229,248</td>
<td>$32,009</td>
<td>$229,248</td>
<td></td>
</tr>
<tr>
<td>Lease Income</td>
<td>$580,000</td>
<td>$1,010,000</td>
<td>$580,000</td>
<td></td>
</tr>
<tr>
<td>C.O. Billing Receipts</td>
<td>$380,000</td>
<td>$630,000</td>
<td>$1,010,000</td>
<td></td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>$1,924,374</td>
<td>$7,500,000</td>
<td>$7,500,000</td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>$7,500,000</td>
<td>$32,009</td>
<td>$7,500,000</td>
<td></td>
</tr>
<tr>
<td>Collections Reserve</td>
<td></td>
<td></td>
<td>$32,009</td>
<td></td>
</tr>
</tbody>
</table>

**Total Revenue**

$293,625,654 | $62,918,923 | **$356,544,576**

<table>
<thead>
<tr>
<th>SWA Operating Expenses</th>
<th>DISPOSAL</th>
<th>ENTERPRISE</th>
<th>COMBINED</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>PBREF#1 Fees</td>
<td>$112,571,010</td>
<td>$60,844,791</td>
<td>$173,415,801</td>
<td></td>
</tr>
<tr>
<td>PBREF#2 Fees</td>
<td>$49,987,835</td>
<td>$33,053,415</td>
<td>$49,987,835</td>
<td></td>
</tr>
<tr>
<td>RMPF Fees</td>
<td>$33,053,415</td>
<td>$10,509,411</td>
<td>$33,053,415</td>
<td></td>
</tr>
<tr>
<td>Pelletizer Fees</td>
<td>$9,231,530</td>
<td>$2,894,681</td>
<td>$9,231,530</td>
<td></td>
</tr>
</tbody>
</table>

**Total Operating Expenses**

$215,353,201 | $60,844,791 | **$276,197,992**

**Net Operating Income**

$78,272,453 | $2,074,132 | **$80,346,584**

<table>
<thead>
<tr>
<th>Debt Service Expense</th>
<th>DISPOSAL</th>
<th>ENTERPRISE</th>
<th>COMBINED</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subordinated Debt</td>
<td>$48,130,953</td>
<td>$48,130,953</td>
<td>$48,130,953</td>
<td></td>
</tr>
</tbody>
</table>

**Total Non-Operating Expenditures**

$76,272,279 | $2,074,132 | **$78,346,411**

<table>
<thead>
<tr>
<th>Reserve Increase (Decrease)</th>
<th>DISPOSAL</th>
<th>ENTERPRISE</th>
<th>COMBINED</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Reserve</td>
<td>$2,000,174</td>
<td>$2,000,174</td>
<td>$2,000,174</td>
<td></td>
</tr>
<tr>
<td>L/F Mgt. Escrow Fund</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Collection Reserve</td>
<td>-</td>
<td>$2,074,132</td>
<td>$2,074,132</td>
<td></td>
</tr>
<tr>
<td>General Reserve</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

**Reserve Increase (Decrease)**

$2,000,174 | $2,074,132 | **$4,074,306**

**Total Expenses/Reserves**

$295,625,654 | $62,918,923 | **$358,544,577**

| Tipping Fee at | $ 42 |
| Tipping Fee Coverage (Minimum 1.10): | 162.62% |
| Disposal Single-Family Proposed Rate: | $ 190 |

*Note: Numbers may not add up due to rounding.*

5/31/202312:13 PM

Comb. Funds- Auto Updated
## Budget Summary (All Funds)

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Operations</th>
<th>Fixed &amp; Contracts</th>
<th>Sub-Total For Debt Coverage</th>
<th>Enterprise Contracts</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Assessment</td>
<td>$ 80,313,242</td>
<td>$ 97,662,276</td>
<td>$ 177,975,516</td>
<td>$ 60,332,539</td>
<td>$ 238,308,057</td>
</tr>
<tr>
<td><strong>Tipping Fees:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garbage &amp; Trash</td>
<td>$ 27,762,210</td>
<td>$ -</td>
<td>$ 27,762,210</td>
<td>$ -</td>
<td>$ 27,762,210</td>
</tr>
<tr>
<td>Building Debris/Land Clearing</td>
<td>$ 11,050,000</td>
<td>11,050,000</td>
<td>$ 11,050,000</td>
<td>11,050,000</td>
<td>11,050,000</td>
</tr>
<tr>
<td>Post Recycled MSW Imported</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Tires</td>
<td>$ 1,115,000</td>
<td>1,115,000</td>
<td>1,115,000</td>
<td>1,115,000</td>
<td>1,115,000</td>
</tr>
<tr>
<td>Livestock Waste</td>
<td>125,000</td>
<td>125,000</td>
<td>125,000</td>
<td>125,000</td>
<td>125,000</td>
</tr>
<tr>
<td>Special Waste - Class A</td>
<td>260,000</td>
<td>260,000</td>
<td>260,000</td>
<td>260,000</td>
<td>260,000</td>
</tr>
<tr>
<td>Special Waste - Assured Waste Destruction</td>
<td>2,500</td>
<td>2,500</td>
<td>-</td>
<td>-</td>
<td>2,500</td>
</tr>
<tr>
<td><strong>Sub-Total Tipping Fees</strong></td>
<td>$ 43,602,300</td>
<td>$ -</td>
<td>$ 43,602,300</td>
<td>$ -</td>
<td>$ 43,602,300</td>
</tr>
<tr>
<td><strong>Other Revenue:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Sales</td>
<td>$ -</td>
<td>$ 45,068,988</td>
<td>$ 45,068,988</td>
<td>$ -</td>
<td>$ 45,068,988</td>
</tr>
<tr>
<td>Recycling Revenue</td>
<td>8,660,910</td>
<td>8,660,910</td>
<td>8,660,910</td>
<td>8,660,910</td>
<td>8,660,910</td>
</tr>
<tr>
<td>Advanced Metals Recovery</td>
<td>246,350</td>
<td>246,350</td>
<td>246,350</td>
<td>246,350</td>
<td>246,350</td>
</tr>
<tr>
<td>Waste Water Disposal Fees</td>
<td>229,248</td>
<td>229,248</td>
<td>229,248</td>
<td>229,248</td>
<td>229,248</td>
</tr>
<tr>
<td>Interest Income</td>
<td>7,500,000</td>
<td>7,500,000</td>
<td>7,500,000</td>
<td>7,500,000</td>
<td>7,500,000</td>
</tr>
<tr>
<td>Lease Income</td>
<td>580,000</td>
<td>580,000</td>
<td>580,000</td>
<td>580,000</td>
<td>580,000</td>
</tr>
<tr>
<td>C.O. Billing</td>
<td>380,000</td>
<td>380,000</td>
<td>380,000</td>
<td>380,000</td>
<td>380,000</td>
</tr>
<tr>
<td>Pelletizer Contract</td>
<td>9,382,340</td>
<td>9,382,340</td>
<td>9,382,340</td>
<td>9,382,340</td>
<td>9,382,340</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,924,374</td>
<td>1,924,374</td>
</tr>
<tr>
<td>Collections Reserve</td>
<td>32,009</td>
<td>32,009</td>
<td>32,009</td>
<td>32,009</td>
<td>32,009</td>
</tr>
<tr>
<td><strong>Sub-Total Other Revenue</strong></td>
<td>$ 17,842,340</td>
<td>$ 54,205,496</td>
<td>$ 72,047,836</td>
<td>$ 2,586,383</td>
<td>$ 74,634,219</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$ 141,757,882</td>
<td>$ 151,867,772</td>
<td>$ 293,626,654</td>
<td>$ 82,918,923</td>
<td>$ 356,544,576</td>
</tr>
</tbody>
</table>

## Expenses:

<table>
<thead>
<tr>
<th>Expenses:</th>
<th>Operations</th>
<th>Fixed &amp; Contracts</th>
<th>Sub-Total For Debt Coverage</th>
<th>Enterprise Contracts</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Expenses:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SWA Operating Expenses</td>
<td>$ 112,571,010</td>
<td>$ -</td>
<td>$ 112,571,010</td>
<td>$ -</td>
<td>$ 112,571,010</td>
</tr>
<tr>
<td>PBREF# 1 Fees</td>
<td>49,987,835</td>
<td>49,987,835</td>
<td>49,987,835</td>
<td>49,987,835</td>
<td>49,987,835</td>
</tr>
<tr>
<td>PBREF# 2 Fees</td>
<td>33,053,415</td>
<td>33,053,415</td>
<td>33,053,415</td>
<td>33,053,415</td>
<td>33,053,415</td>
</tr>
<tr>
<td>RMPF Fees</td>
<td>10,509,411</td>
<td>10,509,411</td>
<td>10,509,411</td>
<td>10,509,411</td>
<td>10,509,411</td>
</tr>
<tr>
<td>Pelletizer Fees</td>
<td>9,231,530</td>
<td>9,231,530</td>
<td>9,231,530</td>
<td>9,231,530</td>
<td>9,231,530</td>
</tr>
<tr>
<td>Mandatory Collection</td>
<td>-</td>
<td>60,844,791</td>
<td>60,844,791</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>$ 112,571,010</td>
<td>$ 102,782,191</td>
<td>$ 215,353,201</td>
<td>$ 60,844,791</td>
<td>$ 276,197,992</td>
</tr>
<tr>
<td>Net Operating Income</td>
<td>$ 29,186,872</td>
<td>$ 49,085,581</td>
<td>$ 78,272,453</td>
<td>$ 2,074,132</td>
<td>$ 80,346,584</td>
</tr>
<tr>
<td>Non-Operating Expenses:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Service Expense</td>
<td>$ -</td>
<td>$ 48,130,953</td>
<td>$ 48,130,953</td>
<td>$ -</td>
<td>$ 48,130,953</td>
</tr>
<tr>
<td>Subordinated Debt</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Renewal &amp; Replacement</td>
<td>25,246,645</td>
<td>25,246,645</td>
<td>25,246,645</td>
<td>25,246,645</td>
<td>25,246,645</td>
</tr>
<tr>
<td>Capital Improvement</td>
<td>2,894,681</td>
<td>2,894,681</td>
<td>2,894,681</td>
<td>2,894,681</td>
<td>2,894,681</td>
</tr>
<tr>
<td><strong>Sub-Total Non-Operating Expenses</strong></td>
<td>28,141,320</td>
<td>48,130,953</td>
<td>76,272,279</td>
<td></td>
<td>76,272,279</td>
</tr>
<tr>
<td><strong>Net Change in Reserves:</strong></td>
<td>$ 1,045,546</td>
<td>$ 954,626</td>
<td>$ 2,000,174</td>
<td>$ 2,074,132</td>
<td>$ 4,074,305</td>
</tr>
<tr>
<td>Operating Reserve</td>
<td>$ 1,045,546</td>
<td>$ 954,626</td>
<td>$ 2,000,174</td>
<td>$ -</td>
<td>$ 2,000,174</td>
</tr>
<tr>
<td>Reserve for Collection</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,074,132</td>
<td>2,074,132</td>
</tr>
<tr>
<td>General Reserve</td>
<td>(0)</td>
<td>-</td>
<td>0</td>
<td>(0)</td>
<td>(0)</td>
</tr>
<tr>
<td><strong>Sub-Total Reserves</strong></td>
<td>$ 1,045,546</td>
<td>$ 954,626</td>
<td>$ 2,000,174</td>
<td>$ 2,074,132</td>
<td>$ 4,074,305</td>
</tr>
<tr>
<td><strong>Total Expense/Reserves:</strong></td>
<td>$ 141,757,882</td>
<td>$ 151,867,772</td>
<td>$ 293,626,654</td>
<td>$ 82,918,923</td>
<td>$ 356,544,576</td>
</tr>
</tbody>
</table>

**Debt Service Coverage**

*Net Operating Income / Debt Service Expense*

78,272,453 / 48,130,953 = 162.624%

---

**Note:** Numbers may not add up due to rounding.
# Solid Waste Authority
## 2024 Proposed Budget
### Rate Schedule Comparison

<table>
<thead>
<tr>
<th>REVENUES:</th>
<th>Original Budget</th>
<th>Amended Budget</th>
<th>2024 Proposed Budget</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Assessment:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disposal</td>
<td>168,927,141</td>
<td>168,927,141</td>
<td>177,975,518</td>
<td>5.36%</td>
</tr>
<tr>
<td>Collection</td>
<td>59,992,394</td>
<td>59,992,394</td>
<td>60,332,539</td>
<td>0.57%</td>
</tr>
<tr>
<td>Tipping Fees</td>
<td>42,726,104</td>
<td>42,726,104</td>
<td>43,602,300</td>
<td>2.05%</td>
</tr>
<tr>
<td>Electric Sales</td>
<td>48,455,816</td>
<td>48,455,816</td>
<td>45,068,988</td>
<td>-6.89%</td>
</tr>
<tr>
<td>Recycling Revenue</td>
<td>11,954,812</td>
<td>11,954,812</td>
<td>8,660,910</td>
<td>-27.55%</td>
</tr>
<tr>
<td>Other Revenues:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lease income</td>
<td>446,000</td>
<td>446,000</td>
<td>580,000</td>
<td>30.04%</td>
</tr>
<tr>
<td>C.O. Billing/Disposal</td>
<td>510,500</td>
<td>510,500</td>
<td>380,000</td>
<td>-25.56%</td>
</tr>
<tr>
<td>Pelletizer Contract</td>
<td>8,240,414</td>
<td>8,240,414</td>
<td>9,382,340</td>
<td>13.86%</td>
</tr>
<tr>
<td>Waste Water Disposal Fees</td>
<td>237,020</td>
<td>237,020</td>
<td>229,248</td>
<td>-3.28%</td>
</tr>
<tr>
<td>Advanced Metals Recovery</td>
<td>361,500</td>
<td>361,500</td>
<td>246,350</td>
<td>-31.85%</td>
</tr>
<tr>
<td>Enterprise Contracts:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>1,832,738</td>
<td>1,832,738</td>
<td>1,924,374</td>
<td>5.00%</td>
</tr>
<tr>
<td>C.O. Billing-Collection</td>
<td>248,000</td>
<td>248,000</td>
<td>630,000</td>
<td>164.03%</td>
</tr>
<tr>
<td>Interest Income (1)</td>
<td>300,000</td>
<td>300,000</td>
<td>7,500,000</td>
<td>2400.00%</td>
</tr>
<tr>
<td>Misc. Income (2)</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Collections Reserve</td>
<td>417,186</td>
<td>417,186</td>
<td>32,009</td>
<td>-92.33%</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$344,649,625</td>
<td>$344,649,625</td>
<td>$366,544,576</td>
<td>3.45%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES:</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SWA Operating Expenses</td>
<td>102,982,319</td>
<td>102,982,319</td>
<td>112,571,010</td>
<td>9.31%</td>
</tr>
<tr>
<td>PBREF#1 Fees</td>
<td>47,938,112</td>
<td>47,938,112</td>
<td>49,987,835</td>
<td>4.28%</td>
</tr>
<tr>
<td>PBREF#2 Fees</td>
<td>32,488,585</td>
<td>32,488,585</td>
<td>33,053,415</td>
<td>1.74%</td>
</tr>
<tr>
<td>RMPF Fees</td>
<td>9,950,038</td>
<td>9,950,038</td>
<td>10,509,411</td>
<td>5.62%</td>
</tr>
<tr>
<td>Pelletizer Fees</td>
<td>9,993,100</td>
<td>9,993,100</td>
<td>9,231,530</td>
<td>-7.62%</td>
</tr>
<tr>
<td>Collection Contracts &amp; Expenses</td>
<td>60,657,579</td>
<td>60,657,579</td>
<td>60,844,791</td>
<td>0.31%</td>
</tr>
<tr>
<td>Total Operating Expenses</td>
<td>$264,009,733</td>
<td>$264,009,733</td>
<td>$276,197,992</td>
<td>4.62%</td>
</tr>
<tr>
<td>Debt Service Expense</td>
<td>39,927,017</td>
<td>39,927,017</td>
<td>48,130,953</td>
<td>20.55%</td>
</tr>
<tr>
<td>Subordinated Debt</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Renewal and Replacement</td>
<td>46,756,033</td>
<td>46,756,033</td>
<td>25,246,645</td>
<td>-46.00%</td>
</tr>
<tr>
<td>Capital Improvement</td>
<td>1,441,000</td>
<td>1,441,000</td>
<td>2,894,681</td>
<td>100.88%</td>
</tr>
<tr>
<td>Total Non-Operating Exp.</td>
<td>$88,124,050</td>
<td>$88,124,050</td>
<td>$76,272,279</td>
<td>-13.45%</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>$352,133,783</td>
<td>$352,133,783</td>
<td>$352,470,271</td>
<td>0.10%</td>
</tr>
<tr>
<td>Total Changes in Reserves</td>
<td>(7,484,158)</td>
<td>(7,484,158)</td>
<td>4,074,305</td>
<td>154.44%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CHANGES IN RESERVES:</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Reserve</td>
<td>4,533,103</td>
<td>4,533,103</td>
<td>2,000,174</td>
<td>-55.88%</td>
</tr>
<tr>
<td>L/F Mgt. Escrow</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Reserve for Collection</td>
<td>1,832,738</td>
<td>1,832,738</td>
<td>2,074,132</td>
<td>13.17%</td>
</tr>
<tr>
<td>General Reserve</td>
<td>(13,850,000)</td>
<td>(13,850,000)</td>
<td>(0)</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Change in Reserves</td>
<td>(7,484,158)</td>
<td>(7,484,158)</td>
<td>4,074,305</td>
<td>154.44%</td>
</tr>
<tr>
<td>Total Expenses/Reserves</td>
<td>$344,649,625</td>
<td>$344,649,625</td>
<td>$356,544,576</td>
<td>3.45%</td>
</tr>
</tbody>
</table>

(1) Actual interest income includes funds earned in restricted accounts. Budgeted interest does not.

Note: Numbers may not add up due to rounding.
## Solid Waste Authority

### 2024 Proposed Budget

#### Rate Schedule Comparison

<table>
<thead>
<tr>
<th>Item</th>
<th>2023 Adopted</th>
<th>2024 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>FULL COST (Out of County) TIP FEE</td>
<td>$142 /ton</td>
<td>$149 /ton</td>
</tr>
<tr>
<td>COMMERCIAL (In County) TIP FEE</td>
<td>$42 /ton</td>
<td>$42 /ton</td>
</tr>
<tr>
<td>COMMERCIAL ASSESSMENTS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low Generator</td>
<td>$0.079 /SqFt</td>
<td>$0.084 /SqFt</td>
</tr>
<tr>
<td>Medium Generator</td>
<td>$0.205 /SqFt</td>
<td>$0.218 /SqFt</td>
</tr>
<tr>
<td>High Generator</td>
<td>$1.122 /SqFt</td>
<td>$1.197 /SqFt</td>
</tr>
<tr>
<td>Non-Generator</td>
<td>$0.011 /SqFt</td>
<td>$0.011 /SqFt</td>
</tr>
<tr>
<td>Agriculture (Max)</td>
<td>$400 /year</td>
<td>$400 /year</td>
</tr>
<tr>
<td>RESIDENTIAL ASSESSMENTS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family</td>
<td>$184 /year</td>
<td>$190 /year</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>$100 /year</td>
<td>$104 /year</td>
</tr>
<tr>
<td>Mobile Home</td>
<td>$174 /year</td>
<td>$181 /year</td>
</tr>
<tr>
<td>GOVERNMENTAL ASSESSMENT</td>
<td>$142 /ton</td>
<td>$149 /ton</td>
</tr>
<tr>
<td>OTHER TIP FEES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garbage/Trash</td>
<td>$42 /ton</td>
<td>$42 /ton</td>
</tr>
<tr>
<td>Bldg Debris/Land Clearing</td>
<td>$60 /ton</td>
<td>$65 /ton</td>
</tr>
<tr>
<td>C/D Recycle Residue to Landfill</td>
<td>$25 /ton</td>
<td>$25 /ton</td>
</tr>
<tr>
<td>C/D Recycle Residue to Plant*</td>
<td>$18 /ton</td>
<td>$18 /ton</td>
</tr>
<tr>
<td>Post Recycled MSW to Plant*</td>
<td>N/A /ton</td>
<td>N/A /ton</td>
</tr>
<tr>
<td>Restricted Use Fill</td>
<td>$4 /ton</td>
<td>$4 /ton</td>
</tr>
<tr>
<td>Tires:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whole Passenger</td>
<td>$100 /ton</td>
<td>$100 /ton</td>
</tr>
<tr>
<td>Whole Truck</td>
<td>$190 /ton</td>
<td>$190 /ton</td>
</tr>
<tr>
<td>Segmented (6” pieces)</td>
<td>$10 /ton</td>
<td>$10 /ton</td>
</tr>
<tr>
<td>Shredded (6” pieces)</td>
<td>$10 /ton</td>
<td>$10 /ton</td>
</tr>
<tr>
<td>Livestock Waste - to Plant Only</td>
<td>$25 /ton</td>
<td>$25 /ton</td>
</tr>
<tr>
<td>Special Waste-Class A</td>
<td>$65 /ton</td>
<td>$65 /ton</td>
</tr>
<tr>
<td>Special Waste-Assured Waste Destruction</td>
<td>$500 /load + $65/ton</td>
<td>$500 /load + $65/ton</td>
</tr>
<tr>
<td>Vegetation Only - Whole</td>
<td>$35 /ton</td>
<td>$35 /ton</td>
</tr>
<tr>
<td>Dewatered Sludge</td>
<td>$100 /ton</td>
<td>$100 /ton</td>
</tr>
<tr>
<td>White Goods</td>
<td>$10 /ton</td>
<td>$10 /ton</td>
</tr>
<tr>
<td>Trailers(Mobile Home &amp; RV's)</td>
<td>$90 /ton</td>
<td>$90 /ton</td>
</tr>
<tr>
<td>Untarped Load</td>
<td>$10 each</td>
<td>$10 each</td>
</tr>
<tr>
<td>Whole Animals</td>
<td>$30 /ton</td>
<td>$30 /ton</td>
</tr>
<tr>
<td>Saturday Only (Automobiles)</td>
<td>$4 each</td>
<td>$4 each</td>
</tr>
<tr>
<td>Minimum Charge</td>
<td>$10 each</td>
<td>$10 each</td>
</tr>
</tbody>
</table>

*Note: C/D Recycle Residue to Plant and Post Recycled MSW to Plant are Supplemental Waste contract rates. The Supplemental Waste contract was terminated in FY 2022.*
### UNINCORPORATED AREA CONTRACT FEES

#### RESIDENTIAL COLLECTION FEES

<table>
<thead>
<tr>
<th>Service Area</th>
<th>Hauler</th>
<th>2023 Adopted</th>
<th>2024 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area 1</td>
<td>Waste Pro</td>
<td>$282/Year</td>
<td>$282/Year</td>
</tr>
<tr>
<td>Area 2</td>
<td>Advanced/WM</td>
<td>$355/Year</td>
<td>$355/Year</td>
</tr>
<tr>
<td>Area 3</td>
<td>FCC</td>
<td>$194/Year</td>
<td>$195/Year</td>
</tr>
<tr>
<td>Area 4</td>
<td>FCC</td>
<td>$196/Year</td>
<td>$198/Year</td>
</tr>
<tr>
<td>Area 5</td>
<td>WM</td>
<td>$371/Year</td>
<td>$371/Year</td>
</tr>
<tr>
<td>Area 6</td>
<td>GCI</td>
<td>$274/Year</td>
<td>$274/Year</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Area</th>
<th>Hauler</th>
<th>2023 Adopted</th>
<th>2024 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area 1</td>
<td>Waste Pro</td>
<td>$149/Year</td>
<td>$149/Year</td>
</tr>
<tr>
<td>Area 2</td>
<td>Advanced/WM</td>
<td>$125/Year</td>
<td>$125/Year</td>
</tr>
<tr>
<td>Area 3</td>
<td>FCC</td>
<td>$97/Year</td>
<td>$97/Year</td>
</tr>
<tr>
<td>Area 4</td>
<td>FCC</td>
<td>$96/Year</td>
<td>$96/Year</td>
</tr>
<tr>
<td>Area 5</td>
<td>WM</td>
<td>$284/Year</td>
<td>$284/Year</td>
</tr>
<tr>
<td>Area 6</td>
<td>GCI</td>
<td>$124/Year</td>
<td>$124/Year</td>
</tr>
</tbody>
</table>

#### COMMERCIAL COLLECTION FEES

<table>
<thead>
<tr>
<th>Service Area</th>
<th>Hauler</th>
<th>2023 Adopted</th>
<th>2024 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area 1</td>
<td>Waste Pro</td>
<td>$4.24/yard</td>
<td>$4.20/yard</td>
</tr>
<tr>
<td>Area 2</td>
<td>Advanced/WM</td>
<td>$4.24/yard</td>
<td>$4.20/yard</td>
</tr>
<tr>
<td>Area 3</td>
<td>FCC</td>
<td>$4.24/yard</td>
<td>$4.20/yard</td>
</tr>
<tr>
<td>Area 4</td>
<td>FCC</td>
<td>$4.24/yard</td>
<td>$4.20/yard</td>
</tr>
<tr>
<td>Area 5</td>
<td>WM</td>
<td>$5.02/yard</td>
<td>$4.64/yard</td>
</tr>
<tr>
<td>Area 6</td>
<td>GCI</td>
<td>$4.24/yard</td>
<td>$4.20/yard</td>
</tr>
</tbody>
</table>

#### Compactor Container

<table>
<thead>
<tr>
<th>Service Area</th>
<th>Hauler</th>
<th>0-12 CY (per Cu/Yd)</th>
<th>&gt;12 CY (per Cu/Yd)</th>
<th>0-12 CY (per Pull)</th>
<th>&gt;12 CY (per Pull)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area 1</td>
<td>Waste Pro</td>
<td>$5.28</td>
<td>$249.88</td>
<td>$5.24</td>
<td>$247.64</td>
</tr>
<tr>
<td>Area 2</td>
<td>Advanced/WM</td>
<td>$5.28</td>
<td>$249.88</td>
<td>$5.24</td>
<td>$247.64</td>
</tr>
<tr>
<td>Area 3</td>
<td>FCC</td>
<td>$5.28</td>
<td>$249.88</td>
<td>$5.24</td>
<td>$247.64</td>
</tr>
<tr>
<td>Area 4</td>
<td>FCC</td>
<td>$5.28</td>
<td>$249.88</td>
<td>$5.24</td>
<td>$247.64</td>
</tr>
<tr>
<td>Area 5</td>
<td>WM</td>
<td>$6.27</td>
<td>$284.96</td>
<td>$5.80</td>
<td>$250.84</td>
</tr>
<tr>
<td>Area 6</td>
<td>GCI</td>
<td>$5.28</td>
<td>$249.88</td>
<td>$5.24</td>
<td>$247.64</td>
</tr>
</tbody>
</table>

*Note: New Hauler contracts effective 10/1/2019.*
# Solid Waste Authority
# 2024 Proposed Budget
## Rate Schedule Comparison

<table>
<thead>
<tr>
<th>All Service Areas</th>
<th>COMMERICAL DISPOSAL FEES</th>
<th>2023 Adopted</th>
<th>2024 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>$42 /ton (@134lbs)</td>
<td>$2.81 /yard</td>
<td></td>
<td>$2.81 /yard</td>
</tr>
<tr>
<td>$42 /ton (@134lbs)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>All Service Areas</th>
<th>CONTAINER RENTAL RATES</th>
<th>2023 Adopted</th>
<th>2024 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 cubic yard</td>
<td>$24.00 /month</td>
<td>2</td>
<td>$24.00 /month</td>
</tr>
<tr>
<td>3 cubic yard</td>
<td>$26.00 /month</td>
<td>3</td>
<td>$26.00 /month</td>
</tr>
<tr>
<td>4 cubic yard</td>
<td>$28.00 /month</td>
<td>4</td>
<td>$28.00 /month</td>
</tr>
<tr>
<td>6 cubic yard</td>
<td>$30.00 /month</td>
<td>6</td>
<td>$30.00 /month</td>
</tr>
<tr>
<td>8 cubic yard</td>
<td>$32.00 /month</td>
<td>8</td>
<td>$32.00 /month</td>
</tr>
<tr>
<td>Open Top Roll-off</td>
<td>$50.00 /month</td>
<td>OT</td>
<td>$50.00 /month</td>
</tr>
</tbody>
</table>
## SOLID WASTE AUTHORITY of PALM BEACH COUNTY
### 2023/2024 Proposed Budget

#### Schedule of All Authority Reserves
Projected at 9/30/23

<table>
<thead>
<tr>
<th>Disposal Reserves</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Reserves</strong></td>
<td></td>
</tr>
<tr>
<td>Contingency Account</td>
<td>$ 991,285</td>
</tr>
<tr>
<td>Operating Reserve</td>
<td>$ 33,892,026</td>
</tr>
<tr>
<td>Total Operating Reserves</td>
<td>$ 34,883,311</td>
</tr>
<tr>
<td><strong>Debt Service Reserve</strong></td>
<td></td>
</tr>
<tr>
<td>$ 67,567,375</td>
<td></td>
</tr>
<tr>
<td><strong>General Reserve</strong></td>
<td></td>
</tr>
<tr>
<td>Projected Available Balance @ 9/30/23</td>
<td>$ 114,896,429</td>
</tr>
<tr>
<td><strong>Renewal &amp; Replacement Fund</strong></td>
<td></td>
</tr>
<tr>
<td>R&amp;R Requirement</td>
<td>$ 3,500,000</td>
</tr>
<tr>
<td>Budgeted Projects</td>
<td>$ 19,003,178</td>
</tr>
<tr>
<td>L/F Management Escrow</td>
<td>$ 40,998,540</td>
</tr>
<tr>
<td>Total R&amp;R Fund Reserves</td>
<td>$ 63,501,718</td>
</tr>
<tr>
<td><strong>Capital Improvement Fund</strong></td>
<td></td>
</tr>
<tr>
<td>Capital Improvement Requirement</td>
<td>$ 2,500,000</td>
</tr>
<tr>
<td>Budgeted Projects</td>
<td>$ 837,893</td>
</tr>
<tr>
<td>Total</td>
<td>$ 3,337,893</td>
</tr>
<tr>
<td><strong>All Reserves</strong></td>
<td></td>
</tr>
<tr>
<td>$ 284,186,726</td>
<td></td>
</tr>
<tr>
<td><strong>Recap</strong></td>
<td></td>
</tr>
<tr>
<td>Total Fixed Reserves</td>
<td>$ 127,300,472</td>
</tr>
<tr>
<td>Total Mandated Reserves</td>
<td>$ 40,998,540</td>
</tr>
<tr>
<td>Total Optional Reserves</td>
<td>$ 115,887,714</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ 264,186,726</td>
</tr>
</tbody>
</table>

| Collection Reserves                         |       |
| **Mandatory Collection Reserve-Unincorporated Area** |       |
| Projected Balance @ 9/30/23                 | $ 31,781,000 |

(See attached notes included with this schedule.)

*Note: Numbers may not add up due to rounding.*
NOTES

Note 1  The contingency account is established by the Board through the annual budget adoption process. Once approved, the Executive Director has been authorized to transfer these funds as needed with subsequent notification to the Board in the following quarterly report.

Note 2  These reserves are mandated by the Indenture of Trust and may only be used as prescribed therein. Further, any withdrawal from these funds must be replenished from the available monthly flow of funds.

Note 3  These funds are required to be set aside by the State of Florida and may only be used for landfill closure and the maintenance of closed landfills. Periodic deposits are made to this account in accordance with the rules promulgated by the State sufficient to provide the total funds when needed to close the active cells and to maintain the closed areas.

Note 4  Reserves referred to as "Fixed" are those which are required by the Indenture of Trust and are intended to be used to supplement a shortage of revenues primarily to cover necessary operating expenses and debt service. In the event of any draw against these funds they must be replenished with the next available revenues. The Fixed Reserves include:

- **Operating Reserve** – Must always equal 1/6th of the Operating Fund budget.

- **Debt Service Reserve** – Must always equal the average annual debt service of the outstanding bonds as determined at the most recent issuance.

- **R&R Requirement** – Must always equal $3,500,000 or such greater amount as may be required by the Consulting Engineer.

- **Capital Improvement Fund Requirement** – Must always equal $2,500,000 or such greater amount as may be required by the Consulting Engineer.

Note 5  The General Reserve is the depository for any annual disposal budget surplus and is prescribed for the use as a supplement if any of the other required funds become deficient. General Reserve Fund balances not needed for these purposes may be used to retire outstanding debt or for any other lawful purpose. The General Reserve has an estimated 9/30/2023 balance of $114,896,429.
NOTES

The use of the funds as revenue is limited by the debt service coverage requirement in Section 711-1 of the Indenture. This provision requires that current revenues, which do not include funds remained from prior years, be sufficient to cover all operating expenses and 110% of the then current debt service requirement. Effectively this eliminates the General Reserve as a funding source for operating purposes, which constitute more than 50% of the budget. Since the coverage requirement provides for sufficient revenues to cover 110% of the debt service, which total more than $48.1M, there are, at a minimum, current revenues equal to $12.0M (25% of debt service) available for budget needs. It has consistently been the recommendation of both staff and the Consulting Engineer that debt service coverage be set at no less than 115% providing a small cushion of $2.4M over the minimum requirement.

In this case, the coverage factor is 163% to provide for even more of a cushion.

Note 6

The Collection Reserve is the depository for any surplus funds collected though the assessment and franchise fees for the unincorporated area franchise collection program. These funds are recommended to be held in the reserve for unforeseen situations such as major storms or negotiated additional services. The minimum balance deemed appropriate for potential storm events has been set at $10.0M. The balance of any additional funds may be used for any lawful purpose benefiting the residential properties in the unincorporated area.
<table>
<thead>
<tr>
<th>Cost Center</th>
<th>Project Description</th>
<th>FY 2024 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>4061101</td>
<td>Asset Replacement</td>
<td>5,005,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 5,005,000</td>
</tr>
<tr>
<td>4064211</td>
<td>HHW Replace Steel Drop-Off Cabinets at each TS HCRC</td>
<td>100,000</td>
</tr>
<tr>
<td></td>
<td>Household Hazardous Waste Collection Facilities Maintenance</td>
<td>50,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 150,000</td>
</tr>
<tr>
<td>4064231</td>
<td>PBREP ISW System Upgrade</td>
<td>1,640,937</td>
</tr>
<tr>
<td></td>
<td>Replacement of Groundwater Monitoring Wells</td>
<td>15,000</td>
</tr>
<tr>
<td></td>
<td>Replacement of Industrial Supply Wells &amp; Equipment</td>
<td>954,708</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 2,610,645</td>
</tr>
<tr>
<td>4064272</td>
<td>Admin Bldg Create New Office Space</td>
<td>100,000</td>
</tr>
<tr>
<td></td>
<td>Compost Facility Demolition</td>
<td>100,000</td>
</tr>
<tr>
<td></td>
<td>Class I Cell 25 &amp; 26 Expansion</td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td>Closure of Class I Landfill Cells 5-10</td>
<td>3,000,000</td>
</tr>
<tr>
<td></td>
<td>Electrical Distribution Analysis for BPF and RMPF</td>
<td>300,000</td>
</tr>
<tr>
<td></td>
<td>Dyer Park Ground Improvements</td>
<td>400,000</td>
</tr>
<tr>
<td></td>
<td>Central County Transfer Station Tip Floor Rehabilitation</td>
<td>1,500,000</td>
</tr>
<tr>
<td></td>
<td>Transfer Station Tipping Floor Repair</td>
<td>500,000</td>
</tr>
<tr>
<td></td>
<td>Central County Transfer Station Equipment Bypass Road</td>
<td>150,000</td>
</tr>
<tr>
<td></td>
<td>South County Transfer Station Hopper Curb Replacement</td>
<td>200,000</td>
</tr>
<tr>
<td></td>
<td>Landfill Leachate Forcemain Evaluation</td>
<td>200,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 7,450,000</td>
</tr>
<tr>
<td>4064273</td>
<td>PBREF#1 Roof Replacement Water Treatment Building</td>
<td>200,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 200,000</td>
</tr>
<tr>
<td>4064274</td>
<td>Asphalt Repairs</td>
<td>200,000</td>
</tr>
<tr>
<td></td>
<td>LED Lighting Upgrades For Various Facilities</td>
<td>70,000</td>
</tr>
<tr>
<td></td>
<td>Scale Deck replacements</td>
<td>120,000</td>
</tr>
<tr>
<td></td>
<td>Vehicle Maintenance Building AC replacements</td>
<td>60,000</td>
</tr>
<tr>
<td></td>
<td>Facilities/Utilities 6527 Replace AC Units</td>
<td>127,000</td>
</tr>
<tr>
<td></td>
<td>WCCTS Silver Star drive repairs</td>
<td>60,000</td>
</tr>
<tr>
<td></td>
<td>Building Management System for all SWA buildings</td>
<td>100,000</td>
</tr>
<tr>
<td></td>
<td>Transfer Stations electrical conduit replacements</td>
<td>120,000</td>
</tr>
<tr>
<td></td>
<td>North County Transfer Station Walls Refurbishment</td>
<td>120,000</td>
</tr>
<tr>
<td></td>
<td>SWCTS/SCTS Lighting</td>
<td>300,000</td>
</tr>
<tr>
<td></td>
<td>CCTS Lift Station Refurbishment</td>
<td>120,000</td>
</tr>
<tr>
<td></td>
<td>NC/WC TS scale house metal curbs replacement</td>
<td>75,000</td>
</tr>
<tr>
<td></td>
<td>SC Hopper metal Repairs</td>
<td>150,000</td>
</tr>
<tr>
<td></td>
<td>Concrete curbing all sites</td>
<td>50,000</td>
</tr>
<tr>
<td></td>
<td>Hazardous Waste Management - Site 7 - Kitchen Refurbishment</td>
<td>35,000</td>
</tr>
<tr>
<td></td>
<td>Land Management Office Floor replacement</td>
<td>30,000</td>
</tr>
<tr>
<td></td>
<td>SCTS Replace Floor and Repaint</td>
<td>20,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 1,757,000</td>
</tr>
<tr>
<td>Cost Center</td>
<td>Project Description</td>
<td>FY 2024 Budget</td>
</tr>
<tr>
<td>------------</td>
<td>-----------------------------------------------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>4064275</td>
<td>Container Processing System Magnetic Metal Separator</td>
<td>50,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 50,000</td>
</tr>
<tr>
<td>4064812</td>
<td>Replace Finance Cubicle Walls</td>
<td>24,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 24,000</td>
</tr>
<tr>
<td>4064863</td>
<td>Replace the Interactive Touchable in PBREF#2 Education Center</td>
<td>695,000</td>
</tr>
<tr>
<td>Replace the Mirage 20' Serpentine Display used at major events</td>
<td></td>
<td>30,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 725,000</td>
</tr>
<tr>
<td>4065813</td>
<td>L/F Ops Extraordinary Repair &amp; Maintenance</td>
<td>30,000</td>
</tr>
<tr>
<td>L/F Ops Equipment Replacement - Roll-off Containers</td>
<td></td>
<td>40,000</td>
</tr>
<tr>
<td>Modifications to Odor Control System - Administration Location</td>
<td></td>
<td>50,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 120,000</td>
</tr>
<tr>
<td>4065814</td>
<td>Grounds Equipment Replacement</td>
<td>50,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 50,000</td>
</tr>
<tr>
<td>4065854</td>
<td>ISW System Improvements</td>
<td>150,000</td>
</tr>
<tr>
<td>LFG Systems Expansion &amp; Maintenance</td>
<td></td>
<td>200,000</td>
</tr>
<tr>
<td>SCADA System Upgrades</td>
<td></td>
<td>570,000</td>
</tr>
<tr>
<td>Leachate Collection System Cleaning &amp; Inspection</td>
<td></td>
<td>350,000</td>
</tr>
<tr>
<td>Updating &amp; Maintaining Utility Atlas &amp; GIS Systems</td>
<td></td>
<td>50,000</td>
</tr>
<tr>
<td>Upgrade &amp; Maintenance of High Voltage Power Dist</td>
<td></td>
<td>100,000</td>
</tr>
<tr>
<td>Valve Replacement</td>
<td></td>
<td>75,000</td>
</tr>
<tr>
<td>High Voltage Underground Feeder Replacement</td>
<td></td>
<td>150,000</td>
</tr>
<tr>
<td>Manhole Rehabilitation</td>
<td></td>
<td>250,000</td>
</tr>
<tr>
<td>Non-potable Water Supply Upgrades</td>
<td></td>
<td>350,000</td>
</tr>
<tr>
<td>Settlement tank repairs</td>
<td></td>
<td>50,000</td>
</tr>
<tr>
<td>Lift Station Repairs</td>
<td></td>
<td>195,000</td>
</tr>
<tr>
<td>Leachate Force Main System Improvements and Refurbishments</td>
<td></td>
<td>250,000</td>
</tr>
<tr>
<td>Leachate pumping Stations Upgrades Study</td>
<td></td>
<td>35,000</td>
</tr>
<tr>
<td>IWS Maintenance and Upgrades includes rehabilitation of IW1 &amp; IW2</td>
<td></td>
<td>130,000</td>
</tr>
<tr>
<td>LFG Collection System Installation &amp; Upgrades to Cells in Class 1 &amp; 3</td>
<td></td>
<td>2,200,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 5,105,000</td>
</tr>
<tr>
<td>4065873</td>
<td>Replace all Under Ground Storage Tanks</td>
<td>2,000,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 2,000,000</td>
</tr>
</tbody>
</table>

**FUND 406 TOTAL**

$ 25,246,645

*Note: Numbers may not add up due to rounding.*
<table>
<thead>
<tr>
<th>Cost Center</th>
<th>Project Description</th>
<th>FY 2024 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>4074211</td>
<td>Design &amp; Install Fume Extraction Booth</td>
<td>100,000</td>
</tr>
<tr>
<td></td>
<td>HHW Facility: Modifications &amp; Expansions</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 150,000</strong></td>
</tr>
<tr>
<td>4074231</td>
<td>Additional Groundwater Monitoring Wells &amp; Equip</td>
<td>10,000</td>
</tr>
<tr>
<td></td>
<td>Additional Industrial Supply Wells &amp; Equipment</td>
<td>424,175</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 434,175</strong></td>
</tr>
<tr>
<td>4074272</td>
<td>GIS-ASSET MGMT/ORDER SYS</td>
<td>200,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 200,000</strong></td>
</tr>
<tr>
<td>4074273</td>
<td>Flame/Smoke Detection Monitoring &amp; Remote System</td>
<td>750,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 750,000</strong></td>
</tr>
<tr>
<td>4074278</td>
<td>PBREF#2 Fire Protection System</td>
<td>550,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 550,000</strong></td>
</tr>
<tr>
<td>4074861</td>
<td>New Vehicle Purchase (CIS)</td>
<td>45,506</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 45,506</strong></td>
</tr>
<tr>
<td>4075813</td>
<td>GPS System for Bulldozers and Landfill Compactors</td>
<td>225,000</td>
</tr>
<tr>
<td></td>
<td>Maintenance Warehouse Shelving</td>
<td>7,500</td>
</tr>
<tr>
<td></td>
<td>Canopy for Equipment Storage Yard</td>
<td>50,000</td>
</tr>
<tr>
<td></td>
<td>Furniture for Office</td>
<td>7,500</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 290,000</strong></td>
</tr>
<tr>
<td>4075814</td>
<td>Grounds Equipment</td>
<td>75,000</td>
</tr>
<tr>
<td></td>
<td>Tractor/Tanker - Water Tanker</td>
<td>215,000</td>
</tr>
<tr>
<td></td>
<td>Truck With Flat Bed</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 340,000</strong></td>
</tr>
<tr>
<td>4075854</td>
<td>SCADA/Instrumentation &amp; Control Vehicle</td>
<td>72,000</td>
</tr>
<tr>
<td></td>
<td>Water Pump</td>
<td>63,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 135,000</strong></td>
</tr>
<tr>
<td><strong>FUND 407 TOTAL</strong></td>
<td></td>
<td><strong>$ 2,894,681</strong></td>
</tr>
</tbody>
</table>

Note: Numbers may not add up due to rounding.
## SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

### Mandatory Collection - Service Area Franchisee & Assessment Rates

**2024**

<table>
<thead>
<tr>
<th>Units</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curbside Units</td>
<td>48,011</td>
<td>33,409</td>
<td>64,155</td>
<td>47,704</td>
<td>1,279</td>
<td>16,079</td>
<td>210,637</td>
</tr>
<tr>
<td>Container Units</td>
<td>24,906</td>
<td>9,212</td>
<td>17,702</td>
<td>30,331</td>
<td>739</td>
<td>6,399</td>
<td>89,289</td>
</tr>
<tr>
<td><strong>Total Units</strong></td>
<td><strong>72,917</strong></td>
<td><strong>42,621</strong></td>
<td><strong>81,857</strong></td>
<td><strong>78,035</strong></td>
<td><strong>2,018</strong></td>
<td><strong>22,478</strong></td>
<td><strong>299,926</strong></td>
</tr>
</tbody>
</table>

**FY 2024 Contractual RRI Factor:** 4.49%

### FY 2023 Approved Hauler Rates (April 1, 2023):

<table>
<thead>
<tr>
<th></th>
<th>8.90</th>
<th>11.06</th>
<th>6.93</th>
<th>6.40</th>
<th>15.36</th>
<th>8.06</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garbage/Trash</td>
<td>6.27</td>
<td>9.48</td>
<td>2.14</td>
<td>2.69</td>
<td>7.11</td>
<td>5.38</td>
</tr>
<tr>
<td>Vegetable</td>
<td>4.00</td>
<td>4.33</td>
<td>3.27</td>
<td>3.45</td>
<td>6.56</td>
<td>5.13</td>
</tr>
<tr>
<td><strong>Total Hauler Rates</strong></td>
<td><strong>19.17</strong></td>
<td><strong>24.87</strong></td>
<td><strong>12.34</strong></td>
<td><strong>12.54</strong></td>
<td><strong>29.03</strong></td>
<td><strong>18.57</strong></td>
</tr>
<tr>
<td>Garbage/Trash</td>
<td>9.19</td>
<td>11.42</td>
<td>7.15</td>
<td>6.61</td>
<td>15.36</td>
<td>8.32</td>
</tr>
<tr>
<td>Vegetable</td>
<td>6.47</td>
<td>9.79</td>
<td>2.21</td>
<td>2.78</td>
<td>7.11</td>
<td>5.55</td>
</tr>
<tr>
<td>Recycling</td>
<td>4.13</td>
<td>4.47</td>
<td>3.38</td>
<td>3.56</td>
<td>6.56</td>
<td>5.30</td>
</tr>
<tr>
<td><strong>Total Hauler Rates</strong></td>
<td><strong>19.79</strong></td>
<td><strong>25.67</strong></td>
<td><strong>12.74</strong></td>
<td><strong>12.94</strong></td>
<td><strong>29.03</strong></td>
<td><strong>19.17</strong></td>
</tr>
<tr>
<td>Cart Maintenance Fee</td>
<td>2.10</td>
<td>2.10</td>
<td>2.10</td>
<td>2.10</td>
<td>0.00</td>
<td>2.10</td>
</tr>
<tr>
<td>Administration</td>
<td>0.70</td>
<td>0.70</td>
<td>0.70</td>
<td>0.70</td>
<td>0.70</td>
<td>0.70</td>
</tr>
<tr>
<td><strong>Month Total</strong></td>
<td><strong>22.59</strong></td>
<td><strong>28.47</strong></td>
<td><strong>15.54</strong></td>
<td><strong>15.74</strong></td>
<td><strong>29.73</strong></td>
<td><strong>21.97</strong></td>
</tr>
<tr>
<td><strong>Fund Balance Appropriation</strong></td>
<td>- $ 0.11</td>
<td>- $ 0.11</td>
<td>- $ 0.11</td>
<td>- $ 0.11</td>
<td>- $ 0.11</td>
<td>- $ 0.11</td>
</tr>
</tbody>
</table>

**FY 2024 Proposed Hauler Rates (Fuel Estimated):**

<table>
<thead>
<tr>
<th></th>
<th>7.25</th>
<th>6.51</th>
<th>3.91</th>
<th>4.41</th>
<th>15.46</th>
<th>5.74</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garbage/Trash</td>
<td>3.66</td>
<td>2.53</td>
<td>2.92</td>
<td>2.35</td>
<td>6.60</td>
<td>3.17</td>
</tr>
<tr>
<td>Recycling</td>
<td><strong>10.91</strong></td>
<td><strong>9.04</strong></td>
<td><strong>6.83</strong></td>
<td><strong>6.76</strong></td>
<td><strong>22.06</strong></td>
<td><strong>8.91</strong></td>
</tr>
<tr>
<td>Garbage/Trash</td>
<td>7.48</td>
<td>6.72</td>
<td>4.04</td>
<td>4.55</td>
<td>15.46</td>
<td>5.92</td>
</tr>
<tr>
<td>Recycling</td>
<td>3.78</td>
<td>2.61</td>
<td>3.01</td>
<td>2.43</td>
<td>6.60</td>
<td>3.27</td>
</tr>
<tr>
<td><strong>Total Hauler Rates</strong></td>
<td><strong>11.26</strong></td>
<td><strong>9.33</strong></td>
<td><strong>7.05</strong></td>
<td><strong>6.98</strong></td>
<td><strong>22.06</strong></td>
<td><strong>9.20</strong></td>
</tr>
<tr>
<td>Bin Replacement</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Administration</td>
<td>0.70</td>
<td>0.70</td>
<td>0.70</td>
<td>0.70</td>
<td>0.70</td>
<td>0.70</td>
</tr>
<tr>
<td><strong>Month Total</strong></td>
<td><strong>11.96</strong></td>
<td><strong>10.03</strong></td>
<td><strong>7.75</strong></td>
<td><strong>7.78</strong></td>
<td><strong>22.78</strong></td>
<td><strong>9.90</strong></td>
</tr>
<tr>
<td><strong>Fund Balance Appropriation</strong></td>
<td>- $ 0.11</td>
<td>- $ 0.11</td>
<td>- $ 0.11</td>
<td>- $ 0.11</td>
<td>- $ 0.11</td>
<td>- $ 0.11</td>
</tr>
</tbody>
</table>

### FY 2024 Proposed Curbside Rates:

<table>
<thead>
<tr>
<th></th>
<th>$282</th>
<th>$355</th>
<th>$195</th>
<th>$198</th>
<th>$371</th>
<th>$274</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total FY 2024 Proposed Curbside Rates:</strong></td>
<td><strong>$282</strong></td>
<td><strong>$355</strong></td>
<td><strong>$195</strong></td>
<td><strong>$198</strong></td>
<td><strong>$371</strong></td>
<td><strong>$274</strong></td>
</tr>
</tbody>
</table>

### FY 2024 Proposed Container Rates:

<table>
<thead>
<tr>
<th></th>
<th>$149</th>
<th>$125</th>
<th>$97</th>
<th>$96</th>
<th>$284</th>
<th>$124</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total FY 2024 Proposed Container Rates:</strong></td>
<td><strong>$149</strong></td>
<td><strong>$125</strong></td>
<td><strong>$97</strong></td>
<td><strong>$96</strong></td>
<td><strong>$284</strong></td>
<td><strong>$124</strong></td>
</tr>
</tbody>
</table>

---

5/31/2023 12:13 PM

MCRATES

**ITEM 7.1**

**Page # 10/20**
### SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
Mandatory Collection - Service Area Franchisee & Assessment Rates
2024

<table>
<thead>
<tr>
<th>Service Area Franchisee &gt;&gt; Waste Pro Advanced/W</th>
<th>FCC (1)</th>
<th>FCC (1)</th>
<th>WM (2)</th>
<th>GCI</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2023 Approved Hauler Rates (April 1, 2023):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost per cubic yard Container</td>
<td>4.07</td>
<td>4.07</td>
<td>4.07</td>
<td>4.07</td>
<td>4.64</td>
</tr>
<tr>
<td>Compactor (0-12 cu yds)**</td>
<td>5.07</td>
<td>5.07</td>
<td>5.07</td>
<td>5.07</td>
<td>5.07</td>
</tr>
<tr>
<td>Cost per pull</td>
<td>239.91</td>
<td>239.91</td>
<td>239.91</td>
<td>239.91</td>
<td>250.83</td>
</tr>
<tr>
<td>Compactor (12+ cu yds)**</td>
<td>199.93</td>
<td>199.93</td>
<td>199.93</td>
<td>199.93</td>
<td>250.83</td>
</tr>
<tr>
<td>Roll-offs *</td>
<td>34.28</td>
<td>34.28</td>
<td>34.28</td>
<td>34.28</td>
<td>42.34</td>
</tr>
<tr>
<td>Cost per month Small generator</td>
<td>34.28</td>
<td>34.28</td>
<td>34.28</td>
<td>34.28</td>
<td>42.34</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY 2024 Proposed Hauler Rates (Fuel Estimated):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost per cubic yard Container</td>
</tr>
<tr>
<td>Compactor (0-12 cu yds)**</td>
</tr>
<tr>
<td>Cost per pull</td>
</tr>
<tr>
<td>Compactor (12+ cu yds)**</td>
</tr>
<tr>
<td>Roll-offs *</td>
</tr>
<tr>
<td>Cost per month Small generator</td>
</tr>
</tbody>
</table>

* This refers to open top roll-off containers used for non-recyclable waste instead of smaller containers serviced by front loading compactor trucks. It does not include temporary service for construction or demolition needs.  

(1) SA 3 & 4 FY 2024 Curbside Rates include FCC's extraordinary rate increase, as approved by the Governing Board on 10/25/2022 (Item 9.D.1).  
(2) SA6 rates are extrapolations from the South Bay Contract; FY 2024 includes MC Reserves to keep adjustments consistent with all Service Areas.  

Note: Numbers may not add up due to rounding.
## SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
### PROPOSED FY 2024 BUDGET
#### FUND 415 MANDATORY COLLECTION

<table>
<thead>
<tr>
<th>Service Area Franchisee</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Waste Pro</td>
<td>Advanced/WM</td>
<td>FCC</td>
<td>FCC</td>
<td>WM</td>
<td>GCI</td>
<td></td>
</tr>
<tr>
<td>Curbside Units</td>
<td>48,011</td>
<td>33,409</td>
<td>64,155</td>
<td>47,704</td>
<td>1,279</td>
<td>16,079</td>
<td>210,637</td>
</tr>
<tr>
<td>Container Units</td>
<td>24,906</td>
<td>9,212</td>
<td>17,702</td>
<td>30,331</td>
<td>739</td>
<td>6,396</td>
<td>89,289</td>
</tr>
<tr>
<td>Total Units</td>
<td>72,917</td>
<td>42,621</td>
<td>81,857</td>
<td>78,035</td>
<td>2,018</td>
<td>22,475</td>
<td>300,926</td>
</tr>
<tr>
<td>Est. Res/Comm. Revenue</td>
<td>$18,168,495</td>
<td>$11,190,816</td>
<td>$14,407,228</td>
<td>$12,177,936</td>
<td>$3,225,913</td>
<td>$4,957,352</td>
<td></td>
</tr>
</tbody>
</table>

### Gross Assessment Rates
- **Curbside Rate**: $282, $355, $195, $198, $371, $274
- **Container Rate**: $149, $125, $97, $96, $284, $124

### FUNDS AVAILABLE
#### Assessment Revenue
- **Curbside Gross**: $13,559,159
- **Curbside Net**: $13,014,622
- **(1) Extraordinary Rate Increase (FCC)**
  - **Container Gross**: $3,720,793
  - **Container Net**: $3,574,509
- **Total Gross**: $17,279,952
- **Total Net**: $16,589,331
- **CO Billing receipts**: $143,597
- **Franchise Fees**: $545,595
- **MC Reserve Allocation (2)**: $32,009

<table>
<thead>
<tr>
<th>TOTAL FUNDS AVAILABLE</th>
<th>$17,278,523</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hauler Payments</td>
<td>$16,119,244</td>
</tr>
<tr>
<td></td>
<td>$12,264,961</td>
</tr>
<tr>
<td></td>
<td>$13,112,137</td>
</tr>
<tr>
<td></td>
<td>$11,294,143</td>
</tr>
<tr>
<td></td>
<td>$645,006</td>
</tr>
<tr>
<td></td>
<td>$4,657,912</td>
</tr>
<tr>
<td></td>
<td>$58,293,403</td>
</tr>
</tbody>
</table>

### EXPENDITURES
#### Hauler Payments
- **Garbage/Trash/Recycling**: $11,257,942
- **Cart Maintenance Fees**: $1,209,877
- **CO Billing receipts**: $178,313

<table>
<thead>
<tr>
<th>TOTAL EXPENDITURES</th>
<th>$16,731,747</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Overhead</td>
<td>612,503</td>
</tr>
<tr>
<td></td>
<td>356,016</td>
</tr>
<tr>
<td></td>
<td>687,599</td>
</tr>
<tr>
<td></td>
<td>655,494</td>
</tr>
<tr>
<td></td>
<td>16,951</td>
</tr>
<tr>
<td></td>
<td>185,815</td>
</tr>
<tr>
<td></td>
<td>2,519,378</td>
</tr>
</tbody>
</table>

### SWA Funds
- **Fund Bal. Increase/(Decrease)**: $546,776
- **MC Reserve Allocation (2)**: $32,009

<table>
<thead>
<tr>
<th>TOTAL BUDGET (Including Reserve)</th>
<th>$17,278,523</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hauler Payments</td>
<td>$16,119,244</td>
</tr>
<tr>
<td>Administration Overhead</td>
<td>612,503</td>
</tr>
<tr>
<td></td>
<td>356,016</td>
</tr>
<tr>
<td></td>
<td>687,599</td>
</tr>
<tr>
<td></td>
<td>655,494</td>
</tr>
<tr>
<td></td>
<td>16,951</td>
</tr>
<tr>
<td></td>
<td>185,815</td>
</tr>
<tr>
<td></td>
<td>2,519,378</td>
</tr>
</tbody>
</table>

**Note**: Numbers may not add up due to rounding.
ITEM 7.1: PUBLIC HEARING
FISCAL YEAR 2024 PROPOSED BUDGET

*All FY 2024 Proposed Budget information is available under Board Agenda Item 7.1 on SWA org*

Board Meeting
June 14, 2023
FY 2023 ADOPTED BUDGET RECAP:

- Residential Disposal Assessment Rates were up 3.4% with: Single-Family at $184/yr.; Multi-Family at $100/yr.; and Mobile Homes at $174/yr.

- Commercial Disposal Assessment Rates were up proportionately with: Commercial-Low up $0.004/Sq. Ft.; Commercial-Medium up $0.010/Sq. Ft.; and Commercial-High up $0.062/Sq. Ft.

- Debt Service was down $23.1M from the Authority’s 2022 Debt Prepayment, with DSCR at 1.97.

- The Capital Budget of $48.2M, was increased since the TRIM, and included $13.85M in General Reserves to fund the increase.

- Mandatory Collection Assessment Rates were updated per their approved contracts and included $417.2K in Collection Reserves for increased fuel costs.
FY 2024 PROPOSED BUDGET – REVENUE & ASSESSMENTS:

- Proposed Residential Disposal Assessment Rates are up an average of 3.8% and include:
  - Single-Family up $6/yr.; Multi-Family up $4/yr.; and Mobile Homes up $7/yr.

- Proposed Commercial Disposal Assessment Rates are up an average of 6.5% and include:
  - Commercial-Low up $0.005/Sq. Ft.; Commercial-Medium up $0.013/Sq. Ft.; and Commercial-High up $0.075/Sq. Ft.

- Proposed Mandatory Collection Assessment Rate changes include:
  - SAs 1-4 & 6 are flat to FY 2023 (excluding SA 3 & 4 Curbside Rates) and are based on the April 1st Biannual Hauler Adjustment. FY 2024 includes the contractual RRI at 4.49% (90% of Rates) & April 2023’s Fuel Index (10% of Rates).
  - SA 3 & 4 Curbside Assessment Rates are up $1-$2/year from the 10/25/2022 extraordinary rate increase.
  - SA 5’s Assessment Rates were updated in accordance with its “piggy-back” contract, with a 5% annual RRI cap. SA 5’s FY 2024 Proposed Assessments include $32.0K in Collection Reserves to keep all SAs comparable.

- Total Revenues are up $11.9M with Disposal up $11.5M, including: Assessments up $9.0M, Interest up $7.2M, Pelletizer revenues up $1.1M, and total Tipping Fees up $876.2K. Including a $5/ton proposed increase to the Building Debris/Land Clearing Tipping Fee from $60/ton to $65/ton.

- Staff is not currently proposing the use of General Reserves; FY 2023 included $13,850,000.
FY 2024 PROPOSED BUDGET – EXPENSES:

- Disposal operating expenses are up $12.0M or 5.9%, with Plant Operator expenses up $2.4M and SWA Operating expenses up $9.6M total from FY 2023. SWA Operating increases include:
  - Personnel Costs are up $5.0M including: FRS up $2.3M (pursuant to SB-7024, effective 7/1/2023); Health & Life Insurance up $1.3M; Overtime up $174K; FICA up $94K; & a 5.50% COLA applied.
  - Increase of $2.8M in other contractual expenses to process increased vegetation tonnage, along with increased FY 2024 processing costs.
  - Repair and maintenance expenses are up $1.5M for needed repair and maintenance projects and higher prices.
  - An increase of $518.4K in SWA’s Property Insurance Premiums.
  - The Blighted Grant and Community Abatement Program remains at $750,000 for FY 2024 (the program’s 9th year).

- Staff is requesting to increase the approved FTE headcount (of 429 FTEs) by one (1) for a new “Equipment Operator Trainee” in the Operations Division for FY 2024.

- Debt Service is projected to decrease $15.0M w/DSCR calculated at 1.63, resulting from the Authority’s proposed prepayment of its 2021 Series Bonds. (Prepayment is presented under another cover.)

- The total Capital Budget of $28.1M is down ($20.1M) from FY 2023, at $48.2M. FY 2024 includes $25.2M for Renewal & Replacements and $2.9M for new Capital Improvements.

- Staff is not currently proposing the use of General Reserves for Disposal.

- Proposed Mandatory Collection expenses are up $187.2K and include FY 2024’s RRI and estimated fuel. Staff also applied $32.0K in Collection Reserves to SA 5 to keep rates consistent with the other SAs.
CPI TRENDS FOR PROPOSED COLA:

**BLS Consumer Price Index:**

<table>
<thead>
<tr>
<th>Years:</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021-22</td>
<td>264.924</td>
<td>265.732</td>
<td>268.146</td>
<td>271.367</td>
<td>275.672</td>
<td>276.743</td>
</tr>
<tr>
<td>2022-23</td>
<td>284.698</td>
<td>283.431</td>
<td>285.907</td>
<td>287.708</td>
<td>288.746</td>
<td>290.926</td>
</tr>
<tr>
<td>% Variance:</td>
<td>7.46%</td>
<td>6.66%</td>
<td>6.62%</td>
<td>6.02%</td>
<td>4.74%</td>
<td>5.12%</td>
</tr>
</tbody>
</table>

Source: [bls.gov](https://www.bls.gov) Series ID: CUUR0000S6A0

---

**SWA**

SOLID WASTE AUTHORITY
SWA GENERAL RESERVE HISTORY:

Historical General Reserve Balance as of 9/30

- Required Balance
- General Reserve Balance


- Bond Defeasance
- Proposed Bond Prepay
FY 2024 PROPOSED COLLECTIONS FUEL INDEX:

Franchise Haulers Fuel Index

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate</td>
<td>297.03</td>
<td>395.88</td>
<td>417.09</td>
<td>434.30</td>
<td>467.54</td>
<td>392.04</td>
<td>369.85</td>
<td>352.03</td>
<td>401.16</td>
<td>377.28</td>
<td>349.96</td>
<td>372.63</td>
<td>314.75</td>
<td>294.76</td>
<td>282.40</td>
<td>258.69</td>
</tr>
</tbody>
</table>

Contract Base 209.72
# FY 2024 PROPOSED RATE SUMMARY:

**Incorporated Disposal Assessments:**

<table>
<thead>
<tr>
<th>Category</th>
<th>FY 2023 Adopted</th>
<th>FY 2024 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COMMERCIAL ASSESSMENTS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low Generator</td>
<td>$0.079 /SqFt</td>
<td>$0.084 /SqFt</td>
</tr>
<tr>
<td>Medium Generator</td>
<td>$0.205 /SqFt</td>
<td>$0.218 /SqFt</td>
</tr>
<tr>
<td>High Generator</td>
<td>$1.122 /SqFt</td>
<td>$1.197 /SqFt</td>
</tr>
<tr>
<td>Non-Generator</td>
<td>$0.011 /SqFt</td>
<td>$0.011 /SqFt</td>
</tr>
<tr>
<td>Agriculture (Max)</td>
<td>$400 /year</td>
<td>$400 /year</td>
</tr>
<tr>
<td><strong>RESIDENTIAL ASSESSMENTS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family</td>
<td>$184 /year</td>
<td>$190 /year</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>$100 /year</td>
<td>$104 /year</td>
</tr>
<tr>
<td>Mobile Home</td>
<td>$174 /year</td>
<td>$181 /year</td>
</tr>
<tr>
<td><strong>GOVERNMENTAL ASSESSMENT</strong></td>
<td>$142 /ton</td>
<td>$149 /ton</td>
</tr>
</tbody>
</table>

**Unincorporated Collection Assessments:**

<table>
<thead>
<tr>
<th>Service Area</th>
<th>Hauler</th>
<th>FY 2023 Adopted</th>
<th>FY 2024 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curbside Service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SA 1</td>
<td>Waste Pro</td>
<td>$282 /year</td>
<td>$282 /year</td>
</tr>
<tr>
<td>SA 2</td>
<td>ADVMM</td>
<td>$355 /year</td>
<td>$355 /year</td>
</tr>
<tr>
<td>SA 3</td>
<td>FCC</td>
<td>$194 /year</td>
<td>$195 /year</td>
</tr>
<tr>
<td>SA 4</td>
<td>FCC</td>
<td>$196 /year</td>
<td>$198 /year</td>
</tr>
<tr>
<td>SA 5</td>
<td>WM</td>
<td>$371 /year</td>
<td>$371 /year</td>
</tr>
<tr>
<td>SA 6</td>
<td>GCI</td>
<td>$274 /year</td>
<td>$274 /year</td>
</tr>
</tbody>
</table>

| Containerized Service |
|-----------------------|---------|-----------------|------------------|
| SA 1                  | Waste Pro | $149 /year     | $149 /year       |
| SA 2                  | ADVMM    | $125 /year     | $125 /year       |
| SA 3                  | FCC      | $97 /year      | $97 /year        |
| SA 4                  | FCC      | $96 /year      | $96 /year        |
| SA 5                  | WM       | $284 /year     | $284 /year       |
| SA 6                  | GCI      | $124 /year     | $124 /year       |

**Tipping Fees:**

<table>
<thead>
<tr>
<th>Category</th>
<th>FY 2023 Adopted</th>
<th>FY 2024 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garbage/Trash</td>
<td>$42 /ton</td>
<td>$42 /ton</td>
</tr>
<tr>
<td>Bldg Debris/Land Clearing</td>
<td>$60 /ton</td>
<td>$65 /ton</td>
</tr>
<tr>
<td>C/D Recycle Residue to Landfill</td>
<td>$25 /ton</td>
<td>$25 /ton</td>
</tr>
<tr>
<td>C/D Recycle Residue to Plant*</td>
<td>$18 /ton</td>
<td>$18 /ton</td>
</tr>
<tr>
<td>Post Recycled MSW to Plant*</td>
<td>N/A /ton</td>
<td>N/A /ton</td>
</tr>
<tr>
<td>Restricted Use Fill</td>
<td>$4 /ton</td>
<td>$4 /ton</td>
</tr>
<tr>
<td>Tires:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whole Passenger</td>
<td>$100 /ton</td>
<td>$100 /ton</td>
</tr>
<tr>
<td>Whole Truck</td>
<td>$190 /ton</td>
<td>$190 /ton</td>
</tr>
<tr>
<td>Segmented (8&quot; pieces)</td>
<td>$10 /ton</td>
<td>$10 /ton</td>
</tr>
<tr>
<td>Shredded (6&quot; pieces)</td>
<td>$10 /ton</td>
<td>$10 /ton</td>
</tr>
<tr>
<td>Livestock Waste - to Plant Only</td>
<td>$25 /ton</td>
<td>$25 /ton</td>
</tr>
<tr>
<td>Special Waste-Class A</td>
<td>$65 /ton</td>
<td>$65 /ton</td>
</tr>
<tr>
<td>Special Waste-Assured Waste Dest.</td>
<td>$500 /load + $65/ton</td>
<td>$500 /load + $65/ton</td>
</tr>
<tr>
<td>Vegetation Only - Whole</td>
<td>$35 /ton</td>
<td>$35 /ton</td>
</tr>
<tr>
<td>Dewatered Sludge</td>
<td>$100 /ton</td>
<td>$100 /ton</td>
</tr>
<tr>
<td>White Goods</td>
<td>$10 /ton</td>
<td>$10 /ton</td>
</tr>
<tr>
<td>Trailers (Mobile Home &amp; RVs)</td>
<td>$90 /ton</td>
<td>$90 /ton</td>
</tr>
<tr>
<td>Untarped Load</td>
<td>$10 each</td>
<td>$10 each</td>
</tr>
<tr>
<td>Whole Animals</td>
<td>$30 /ton</td>
<td>$30 /ton</td>
</tr>
<tr>
<td>Saturday Only (Automobiles)</td>
<td>$4 each</td>
<td>$4 each</td>
</tr>
<tr>
<td>Minimum Charge</td>
<td>$10 each</td>
<td>$10 each</td>
</tr>
</tbody>
</table>

*Note: C/D Recycle Residue to Plant and Post Recycled MSW to Plant are Supplemental Waste contract rates. The Supplemental Waste contract was terminated in FY 2022.*
FY 2024 PROPOSED BUDGET SUMMARY:

- **Staff is seeking:**
  1) Board Approval of the Fiscal Year 2024 Proposed Budget;
  2) Board Approval of the Fiscal Year 2024 Proposed Assessment & Tip Fee rates for the required TRIM Notice; and
  3) To continue the Public Hearing until August 23, 2023.

- **Looking forward:**
  - In August, consider using General Reserves to fund FY 2024 Capital projects.
  - In August, consider using Collection Reserves to mitigate potential fuel price increases.
FY 2024 PROPOSED BUDGET IMPACTS:

General Reserves & Debt Service Coverage Impacts:

<table>
<thead>
<tr>
<th>General Reserves</th>
<th>$0.0</th>
<th>$5.0</th>
<th>$10.0</th>
<th>$15.0</th>
<th>$20.0</th>
<th>$25.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSCR</td>
<td>1.63</td>
<td>1.52</td>
<td>1.42</td>
<td>1.31</td>
<td>1.21</td>
<td>1.11</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Disposal Assessments</th>
<th>$177,975,518</th>
<th>$172,975,519</th>
<th>$167,975,518</th>
<th>$162,975,518</th>
<th>$157,975,519</th>
<th>$152,975,519</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSCR</td>
<td>1.63</td>
<td>1.52</td>
<td>1.42</td>
<td>1.31</td>
<td>1.21</td>
<td>1.11</td>
</tr>
<tr>
<td>Single-Family Rate</td>
<td>$190</td>
<td>$186</td>
<td>$182</td>
<td>$178</td>
<td>$174</td>
<td>$170</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Vice Mayor Maria Sachs, Chair
    and Solid Waste Authority Board Members

SUBJECT: Program to Address Lithium-ion Batteries in the Waste Stream

RECOMMENDATION: Receive & file

BACKGROUND:

At the April Board meeting, the Board directed staff to develop a plan to combat the inherent risk of lithium-ion and other rechargeable batteries in the waste stream. Staff has made significant progress in developing an education and marketing campaign and will be providing a presentation at the Board meeting.

Lithium-ion batteries pose an inherent risk of fires in the waste and recycling industry. A lithium-ion battery fire could have catastrophic impacts on solid waste collection equipment and personnel, and solid waste management and recycling personnel, operations and infrastructure. The risk of lithium-ion battery fires is growing, and more actual fires are happening primarily due to the inherent risks associated with the design and composition of the product and the rapidly increasing numbers of them in the waste stream.

Fire Hazard Risk

Lithium-ion batteries pose a fire hazard risk due to their chemical makeup. When a lithium-ion battery is punctured or crushed which it inevitably will be as it enters the waste stream, the lithium inside is exposed to air or water. This causes the battery to catch fire and is known as internal rupturing. When the terminals of a lithium-ion battery come into contact with metallic objects (like the sides of a garbage or recycling truck or container), this can cause sparking and heat up of the battery leading to an explosion. At high temperatures, lithium-ion batteries can produce thermal runaway, which results in short circuiting and combustion.

Lithium-ion battery fires are particularly insidious. The thermal runaway reaction that causes a fire can keep occurring inside the damaged battery, and the fire continuously re-ignites. If a lithium-ion battery is deep inside a waste pile, disaster is almost unavoidable. Surrounding waste can add fuel to the fire and water will not extinguish the fire.

May 18, 2023
Facility & Truck Fires

There are varying statistics on the number of fires started by lithium-ion batteries across the country, but the takeaway when analyzing these numbers is that these batteries are causing more fires than oils, fuels and other hazardous materials of waste management combined. Additionally, this only accounts for reported fires. According to available nationwide data, 2021 was the highest year for publicly reported fire incidents at waste and recycling facilities in the U.S. and Canada since 2016. There were 367 reported facility fire incidents, which is higher than the average of 318. Major infrastructure destruction, as well as injuries and deaths, was connected to these fires.

The Authority has experienced eight fires in its trucks and facilities during the first five months of calendar year 2023. While it is not always possible to pinpoint the origin of these fires, some may have been caused by lithium-ion batteries improperly disposed of in the waste or recycling stream.

Industry Response

Presently, there is no nationwide coordinated response to the problem. The Solid Waste Association of North America (SWANA) is supporting legislation to create a recycling program for lithium-ion batteries in California under AB 1509, the Lithium-Ion Battery Fire Prevention Act. Additionally, California’s Department of Resources Recycling & Recovery (CalRecycle) recently held a hearing to consider new labeling requirements for devices with lithium-ion batteries inside. Given that this is a significant public safety issue, the Board may wish to include this in its legislative agenda for the 2024 Legislative Session.

New, alternative battery technologies are being considered, but they are a long way off.

Authority’s Public Education Campaign

It is recognized by the US Environmental Protection Agency (EPA) and throughout the industry that public education, along with operational best practices and investment in technology, is key to combatting the inherent risk of lithium-ion battery fires in operations.

Authority staff has launched a campaign and developed marketing materials to educate the public on the hazards of lithium-ion batteries and where to dispose of them properly. The public can dispose of these batteries at any of the seven SWA Home Chemical & Recycling Centers across the county (swa.org/227/Facilities-Hours) or at a private location found by visiting earth911.com or call2recycle.org. Staff has also presented the Authority’s campaign to Palm Beach County Fire Rescue (PBCFR) and secured their agreement to partner with the Authority on the public education campaign moving forward. The first planning session between staff from the two agencies is scheduled for June 2. We will also be reaching out to the municipalities to provide marketing materials and coordinate messaging as well. The Authority’s public education campaign related to lithium-ion batteries will continue indefinitely as this issue presents a huge challenge to the solid waste industry.
Some elements of the campaign include:
- A dedicated landing page on swa.org
- Social media posts
- Targeted email
- Flyers and postcards
- A 30-second video commercial broadcast on local television, shared through social media and displayed on the dedicated landing page.

We are pleased to provide a presentation and introduce our marketing materials to the Board.

**Summary:**
Lithium-ion batteries should never be disposed of in the garbage or in the recycling bin. Mitigating the risk to employees, fire professionals, operations and physical infrastructure is the goal of the Authority's lithium-ion battery public education campaign. Staff is seeking the Board’s input and assistance with sharing information about the Authority's lithium-ion battery public education campaign.

**BUDGET IMPACT:** Costs for this campaign will be budgeted as a part of the annual budget for each fiscal year.

**ATTACHMENTS:** Marketing & Communications Plan: Lithium-ion Battery Campaign

**REVIEWS:**
Director: [Signature] Date: 31 May 2023
Director of Contract Compliance: [Signature] Date: 5/31/23
Chief Officer: [Signature] Date:
Chief Financial Officer: (as required) Date: 
Legal Counsel: (as required) [Signature] Date: 5/31/2023
Executive Director: [Signature] Date: 

ITEM 9.5.1
Page #: 3/9
## Overview

<table>
<thead>
<tr>
<th>NAME OF EVENT/CAMPAIGN/PROJECT</th>
<th>Lithium-ion Battery Campaign</th>
</tr>
</thead>
<tbody>
<tr>
<td>USER DEPARTMENT CONTACT (NAME, TITLE, PHONE, EMAIL)</td>
<td>Jess Winter</td>
</tr>
<tr>
<td>EVENT TEAM CONTACT (NAME, TITLE, PHONE, EMAIL)</td>
<td>N/A</td>
</tr>
<tr>
<td>MARCOM CONTACT (NAME, TITLE, PHONE, EMAIL)</td>
<td>Jessica Winter, Recycling, Education &amp; Marketing Manager, ext. 4330, <a href="mailto:jwinter@swa.org">jwinter@swa.org</a></td>
</tr>
<tr>
<td>CREATIVE TEAM CONTACT (NAME, TITLE, PHONE, EMAIL)</td>
<td>Lana Blackman, Production Coordinator, ext. 4317, <a href="mailto:lblackman@swa.org">lblackman@swa.org</a></td>
</tr>
<tr>
<td>PURPOSE/GOAL</td>
<td>To educate Palm Beach County residents and visitors about the fire hazard dangers in improperly disposing of lithium-ion batteries and to encourage proper disposal through HCRCs</td>
</tr>
</tbody>
</table>
| THEME AND TAGLINE | Theme: Fire hazard emphasis  
Tagline: Battery Smart. Fire Smart. |
| LOCATION (IF APPLICABLE) | N/A |
| DATE AND TIME (IF APPLICABLE) | N/A |
| WHAT IS THE EVENT/LOCATION CAPACITY? (IF APPLICABLE) | N/A |
| IS THE EVENT/CAMPAIGN/PROJECT RECURRING? | Yes. This campaign will run heavily in April, which has a battery messaging focus. After April, the campaign will be ongoing and integrate into regular messaging |
| HOW/WHERE WILL GUESTS REGISTER? (IF APPLICABLE) | N/A |
| COST TO ATTEND (IF APPLICABLE) | N/A |
| IS THIS A RECYCLE RIGHT SPONSORSHIP EVENT? | N/A |
| DETAILS OR SPECIAL INSTRUCTIONS | FY23 Lithium-ion Batteries Campaign Content.docx |
# MARCOM Collateral

<table>
<thead>
<tr>
<th>COLLATERAL DESCRIPTION</th>
<th>NEEDED?</th>
<th>POINT OF CONTACT</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WEBSITE:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SWA HOMEPAGE CALENDAR</td>
<td>N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SWA LANDING PAGE</td>
<td>Y</td>
<td>David</td>
<td>Sub-landing</td>
</tr>
<tr>
<td>SWA REGISTRATION/FORM PAGE</td>
<td>N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>THIRD-PARTY SIGNUP PAGE</td>
<td>N</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SOCIAL MEDIA:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FACEBOOK</td>
<td>Y</td>
<td>Lana</td>
<td></td>
</tr>
<tr>
<td>TWITTER</td>
<td>Y</td>
<td>Lana</td>
<td></td>
</tr>
<tr>
<td>LINKEDIN</td>
<td>Y</td>
<td>Lana</td>
<td></td>
</tr>
<tr>
<td>NEXTDOOR</td>
<td>Y</td>
<td>Lana</td>
<td></td>
</tr>
<tr>
<td>YOUTUBE</td>
<td>Y</td>
<td>Lana</td>
<td></td>
</tr>
<tr>
<td><strong>EMAIL:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TARGETED EMAIL (MAILCHIMP)</td>
<td>Y</td>
<td>Jess</td>
<td></td>
</tr>
<tr>
<td>FOLLOW-UP EMAIL (MAILCHIMP)</td>
<td>Y</td>
<td>Jess</td>
<td></td>
</tr>
<tr>
<td>SURVEY (SURVEYMONKEY)</td>
<td>Y</td>
<td>Jess</td>
<td></td>
</tr>
<tr>
<td>NEWS RELEASE</td>
<td>Y</td>
<td>Jess</td>
<td></td>
</tr>
<tr>
<td>WASTE MATTERS NEWSLETTER</td>
<td>Y</td>
<td>Jess</td>
<td></td>
</tr>
<tr>
<td>DISPOSAL DIALOGUE NEWSLETTER</td>
<td>Y</td>
<td>Lana</td>
<td></td>
</tr>
<tr>
<td><strong>DIGITAL GRAPHICS:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOGO</td>
<td>N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WEBSITE HOMEPAGE SLIDER IMAGE</td>
<td>Y</td>
<td>Steph</td>
<td></td>
</tr>
<tr>
<td>WEBSITE LANDING PAGE IMAGES</td>
<td>Y</td>
<td>Steph</td>
<td></td>
</tr>
<tr>
<td>WEBSITE SUB-LANDING PAGE IMAGES</td>
<td>Y</td>
<td>Steph</td>
<td></td>
</tr>
<tr>
<td>FACEBOOK COVER IMAGE</td>
<td>Y</td>
<td>David</td>
<td></td>
</tr>
<tr>
<td>FACEBOOK EVENT COVER IMAGE</td>
<td>N</td>
<td>David</td>
<td></td>
</tr>
<tr>
<td>FACEBOOK POST IMAGES</td>
<td>Y</td>
<td>David</td>
<td></td>
</tr>
<tr>
<td>FACEBOOK ADVERTISING IMAGES</td>
<td>Y</td>
<td>David</td>
<td></td>
</tr>
<tr>
<td>TWITTER HEADER IMAGE</td>
<td>Y</td>
<td>David</td>
<td></td>
</tr>
<tr>
<td>TWITTER POST IMAGES</td>
<td>Y</td>
<td>David</td>
<td></td>
</tr>
<tr>
<td>TWITTER ADVERTISING IMAGES</td>
<td>Y</td>
<td>David</td>
<td></td>
</tr>
<tr>
<td>LINKEDIN COVER IMAGE</td>
<td>Y</td>
<td>Steph</td>
<td></td>
</tr>
<tr>
<td>LINKEDIN EVENT BANNER IMAGE</td>
<td>N</td>
<td>Steph</td>
<td></td>
</tr>
<tr>
<td>LINKEDIN POST IMAGES</td>
<td>Y</td>
<td>Steph</td>
<td></td>
</tr>
<tr>
<td>NEXTDOOR BANNER IMAGE</td>
<td>Y</td>
<td>David</td>
<td></td>
</tr>
<tr>
<td>NEXTDOOR ADVERTISING IMAGE</td>
<td>Y</td>
<td>David</td>
<td></td>
</tr>
<tr>
<td>YOUTUBE COVER IMAGE</td>
<td>Y</td>
<td>Steph</td>
<td></td>
</tr>
<tr>
<td><strong>PRINT GRAPHICS:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOGO</td>
<td>N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>INVITATION</td>
<td>N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>POSTCARD</td>
<td>Y</td>
<td>Steph</td>
<td></td>
</tr>
<tr>
<td>FLYER</td>
<td>Y</td>
<td>Steph</td>
<td></td>
</tr>
<tr>
<td>BROCHURE</td>
<td>N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROGRAM</td>
<td>N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>POSTER</td>
<td>Y</td>
<td>Steph</td>
<td></td>
</tr>
<tr>
<td>TENT CARD</td>
<td>N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SANDWICH BOARD</td>
<td>N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DISPLAY</td>
<td>N</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Updated 5/18/2023_jw
### Public Affairs & Recycling Department  
**Marketing & Communications Plan**

<table>
<thead>
<tr>
<th>Signage</th>
<th>N</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Banner</td>
<td>Y</td>
<td>David</td>
</tr>
<tr>
<td>Sticker</td>
<td>Y</td>
<td>Steph</td>
</tr>
<tr>
<td>Promotional Products</td>
<td>N</td>
<td></td>
</tr>
</tbody>
</table>

**Multimedia:**

<table>
<thead>
<tr>
<th>Photography</th>
<th>N</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Videography</td>
<td>Y</td>
<td>Brett</td>
</tr>
<tr>
<td>Live Production</td>
<td>N</td>
<td></td>
</tr>
<tr>
<td>Presentation</td>
<td>N</td>
<td></td>
</tr>
<tr>
<td>Slideshow</td>
<td>N</td>
<td></td>
</tr>
</tbody>
</table>

**Other:**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

---

Updated 5/18/2023_jw
# Public Affairs & Recycling Department
## Marketing & Communications Plan

<table>
<thead>
<tr>
<th>COLLATERAL*</th>
<th>DROP DATE</th>
<th>QTY</th>
<th>TARGET AUDIENCE</th>
<th>COMMENTS</th>
<th>APPROVER(S)</th>
<th>POC</th>
<th>DONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flyer</td>
<td>4/1</td>
<td>1</td>
<td>Residents, visitors, SWA public-facing facilities</td>
<td>8.5 x 11 (PDF format and printed)</td>
<td>Lana, Jess</td>
<td>Steph</td>
<td>✔</td>
</tr>
</tbody>
</table>
| SWA Sub-landing Page | 4/5 | 1 | Residents, visitors | • Create sub-landing page to nest under: [https://swa.org/177/Batteries](https://swa.org/177/Batteries)  
• Batteries/lithium-ion batteries  
• Campaign graphic, video and long-form content | Lana, Jess | David | ✔   |
| Homepage Slider Image | 4/5 | 1 | Residents, visitors | • CTA: “Learn More”  
• Link to sub-landing page, batteries/lithium-ion batteries | Lana, Jess | Steph | ✔   |
| Landing Page Images | 4/5 | 1 | Residents, visitors | Sandwiched between text | Lana, Jess | Steph | ✔   |
| Social Media Images | 4/6, 4/17 | 19 | Residents, visitors | David:  
• Facebook cover, 4 posts  
• Twitter header, 4 posts  
• Nextdoor banner, 4 posts  
Steph:  
• LinkedIn cover, 2 posts  
• YouTube cover | Lana, Jess | Steph | ✔   |
| Social Media Posts | 4/7, 4/13, 4/18, 4/27 | 14 | Residents, visitors | • David: Facebook, Twitter; Steph: Nextdoor, LinkedIn  
• Lana drafting posts  
• Steph and David making posts | Jess | Lana | ✔   |
| Videography | 4/1 | 1 | Residents, visitors | :30 spot | Lana, Jess | Brett | ✔   |

Updated 5/18/2023_jw
# Public Affairs & Recycling Department
## Marketing & Communications Plan

| News Release | 4/7 | 1 | Residents, visitors, businesses | Jess drafting  
G:\VAR\PUBLIC AFFAIRS\News Release\2023\04-07 April Haz Waste – Lithium-ion Batteries.docx | Jess | Jess |
| Waste Matters | 4/20 | 1 | Residents, visitors | Jess drafting | Jess | Jess |
| Disposal Dialogue | 4/25 | 1 | SWA staff | Lana drafting | Jess | Lana |
| Board memo | 5/12 | 1 | SWA Board | Jess drafting | Ramana | Jess |
| PBCFR presentation | 5/19 | 1 | PBCFR Chiefs | Jess to create PowerPoint and make presentation to Chiefs | Jess | Jess |
| Board presentation | 6/2 | 1 | SWA Board | Jess to create PowerPoint and make presentation to Board | Ramana | Jess |
| Targeted Email | TBD | 2 | Residents, visitors | Distribution through Mailchimp  
One with graphic, link to sub-landing page  
One with video, link to sub-landing page  
Jess drafting and Lana sending emails | Jess | Jess |
| Survey | TBD | 2 | Residents, visitors | Distribution through Survey Monkey  
[Content](#) | Jess | Jess |
| Banner | TBD | TBD | TBD | Awaiting input from PBCFR | Lana, Jess | David |

Updated 5/18/2023 _jw_
<table>
<thead>
<tr>
<th>Item</th>
<th>Status</th>
<th>Details</th>
<th>Contact(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Postcard</td>
<td>TBD</td>
<td>TBD, TBD,Awaiting input from PBCFR</td>
<td>Lana, Jess, Steph</td>
</tr>
<tr>
<td>Posters</td>
<td>TBD</td>
<td>TBD, TBD, Awaiting input from PBCFR</td>
<td>Lana, Jess, Steph</td>
</tr>
<tr>
<td>Vehicle wrap</td>
<td>TBD</td>
<td>1, All, PAR's box truck</td>
<td>Lana, Jess, Steph</td>
</tr>
<tr>
<td>Letter to municipalities</td>
<td>6/16</td>
<td>1, Solid waste directors, Jess drafting</td>
<td>Jess, Jess</td>
</tr>
<tr>
<td>Stickers</td>
<td>7/7</td>
<td>TBD, Residents, To be placed on residential garbage cart lids across the county, Round, 5&quot;, UV coated w/ peel in center</td>
<td>Lana, Jess, David</td>
</tr>
</tbody>
</table>

*The user department contact will be consulted throughout the development of all collateral. The Creative Team’s content review/revision process will be followed during the creation of all content to ensure consistent messaging and branding, and adherence to style guidelines.*
Public Education Campaign: Lithium-ion Batteries in the Waste Stream

SWA Governing Board Meeting
June 14, 2023
Outline

- Lithium-ion Batteries: What's the problem?
- Industry response to the problem
- SWA & PBCFR public education campaign to address the problem
- Partnership with PBCFR
Lithium-ion Batteries: What’s the Problem?

Fire Hazard

- Incendiary nature of lithium-ion batteries
  - High temperature exposure
  - Thermal runaway
- Lithium-ion batteries in the waste stream
  - Damaged batteries
  - Contact triggers
  - Fires in solid waste facilities nationwide
Lithium-ion Battery vs Water
Lithium-ion Batteries: What’s the Problem?

- **Increased usage** of lithium-ion battery products
- Lithium-ion batteries can be found in (not an exhaustive list):
  - Electronic devices
  - Power tools
  - Remote car keys
  - Vaping devices
  - Game controllers
  - Digital cameras
  - Portable power packs
  - Greeting cards
  - Electric toothbrushes
  - Toys
  - Medical equipment
  - Smoke/Fire/Carbon monoxide detectors
  - E-bikes and e-scooters
Industry Response

- Increasing visibility and concern
- SWANA supports California bill AB 1509 for manufacturer accountability
- CalRecycle held hearing to consider new labeling requirements
- New alternative battery technology – a long way off
Educating the Public

- Comprehensive marketing & communications plan
- Secured partnership with Palm Beach County Fire Rescue: Education campaign
- Seeking support from municipalities: Garbage cart stickers
Educating the Public

Homepage Banner

FIRE HAZARD
Lithium-ion Batteries
Drop at Home Chemical and Recycling Centers

Battery Smart. Fire Smart.

Lithium-ion batteries can be found in the following products (not an exhaustive list):
Mobile phones | Laptops and tablets | Computer peripherals | Bluetooth devices | Smart wearables | Power tools
Remote car keys | Vaping devices | Game controllers | Digital cameras | Portable power packs | Greeting cards
Electric toothbrushes | Toys | Medical equipment | Smoke/fire/carbon monoxide detectors | E-bikes and e-scooters

swa.org/recycleright
Educating the Public

Dedicated Webpage: swa.org/lib
Educating the Public

Lithium-ion Battery Drop-off Locations

- Seven SWA sites (HCRCs)
- Retailers (Home Depot, Lowe’s, Best Buy, Staples, Batteries Plus Bulbs)
- Find locations at swa.org/lib

(Note: Alkaline batteries should be thrown into the garbage bin.)
Educating the Public

Social Media Posts

Solid Waste Authority of Palm Beach County

Did you know that lithium-ion batteries can be found in gaming consoles, toys and even electronic toothbrushes? Never throw these batteries into the garbage or recycling bins. Do your part and at fire pits or med. Varies by city. Learn more about fire hazards and proper disposal.

It is the policy of the Solid Waste Authority of Palm Beach County not to resolve customer complaints or respond to inquiries on social media. If you have a collection-related issue in unincorporated Palm Beach County, please contact our Customer Service Center. See more.

Battery Smart. Fire Smart.

Solid Waste Authority of Palm Beach County

Solid Waste Authority of Palm Beach County

Don’t throw lithium-ion batteries into the garbage or recycling bins. You could start a fire. Instead, drop them off for FREE at one of seven Home Chemical and Recycling Centers in SWFL. Learn more: swa.org/lib/7batterysmart/FeSmart

It is the policy of the Solid Waste Authority of Palm Beach County not to resolve customer complaints or respond to inquiries on social media. If you have a collection-related issue in unincorporated Palm Beach County, please contact our Customer Service Center. See more.

Battery Smart. Fire Smart.

swa.org/recycleright

swa.org/lib

Battery Smart. Fire Smart.

swa.org/recycleright
Educating the Public

Video
Educating the Public

Flyer

Lithium-ion Batteries
Battery Smart. Fire Smart.

Lithium-ion batteries can be found in the following products (not an exhaustive list):
- Mobile phones
- Laptops and tablets
- Computer peripherals
- Bluetooth devices
- Smart wearables
- Power tools
- Remote car keys
- Vaping devices
- Game controllers
- Digital cameras
- Portable power packs
- Gaming cards
- Electric hand tools
- Toys
- Medical equipment
- Winter/snow safety gear
- E-scooters and e-scooters

Drop at Home Chemical and Recycling Centers

561-697-2700
swa.org/lib

swa.org/recycleright
Educating the Public

Bin Stickers

FIRE HAZARD
Lithium-ion Batteries
Battery Smart. Fire Smart.

Drop at Home Chemical and Recycling Centers

swa.org/lib | 561-697-2700

swa.org/recycleright
Educating the Public

Reusable Bags

FIRE HAZARD
Lithium-ion Batteries
Drop at Home Chemical and Recycling Centers

Battery Smart, Fire Smart.

Lithium-ion batteries can be found in the following products (not an exhaustive list):
- Mobile phones
- Laptops and tablets
- Computer peripherals
- Bluetooth devices
- Smart wearables
- Power tools
- Remote car keys
- Vaping devices
- Game controllers
- Digital cameras
- Portable power packs
- Gaming cards
- Electric toothbrushes
- Toys
- Medical equipment
- Smoke/fire/carbon monoxide detectors
- E-liquids and e-scooters

I'm made from 85% recycled plastic bottles!

Solid Waste Authority of Palm Beach County
7501 N. Jog Road | West Palm Beach, FL 33412
866-NEW-BNS (639-2467) | swa.org/recycleright

swa.org/recycleright
Educating the Public

Truck Wrap

FIRE HAZARD
Lithium-ion Batteries
Drop at Home Chemical and Recycling Centers

211" wide

78" high

swa.org/lib
561-697-2700

Lithium-ion batteries can be found in the following products over an exhaustive day:

- Cell phones
- Laptop computers
- Computer peripherals
- Digital cameras
- Alarm clocks
- Dial-up modems
- Digital games
- Portable speakers
- Rechargeable flashlights

swa.org/recycleright
Questions?
MEMORANDUM

TO: Vice Mayor Maria Sachs, Chair
and Solid Waste Authority Board Members

SUBJECT: HiPoint Agro Bedding Florida, LLC Lease Agreement

RECOMMENDATION: Staff is seeking Board Direction

BACKGROUND

In June 2019, the Solid Waste Authority of Palm Beach County (Authority) entered into a twenty (20) year Lease Agreement with Horizon 880, LLC (Horizon, now HiPoint Agro Bedding, Florida, LLC.) for the lease of a 5.25-acre parcel at the Authority’s Cross State Landfill site. The use and occupancy of this parcel is solely and exclusively for processing of equine residuals. The original lease agreement (Lease Agreement) granted Horizon eighteen (18) months (until December 18, 2020) to obtain all permits to construct the facility.

Since June 2019, the Board granted HiPoint Agro Bedding (HiPoint) a Lease Assignment, multiple time extensions for obtaining permits, and deferral of lease payments. As a result, HiPoint executed two (2) Amendments prior to February 2023. The Board deliberated this issue on February 8, 2023, and decided to grant HiPoint ninety (90) days to submit all permit applications required for construction contingent on HiPoint meeting certain conditions. These conditions were included in Amendment No. 3 executed by HiPoint on February 15, 2023, attached hereto as Exhibit E. A partial verbatim list of the conditions in Amendment No. 3 is shown below in italics:

2. The Lessee shall pay all taxes due pursuant to the Lease directly to the Palm Beach County Constitutional Tax Collector within thirty (30) days of February 8, 2023, which is on or before the close of business, 5:00 p.m., on March 10, 2023.

3. The Lessee shall, within ninety (90) days of February 8, 2023, which is on or before close of business May 9, 2023, also provide to the Authority a detailed cost estimate to complete the proposed facility, as currently planned, that shall include at a minimum the cost of the building, construction costs, equipment, installation, and any required site improvements for the facility to become fully operational consistent with all applicable laws. The Lessee shall also submit, simultaneously with this cost estimate, a letter from the investing entity/entities confirming the financial viability of this project, the availability of funding from the investing entity/entities equal to its acknowledged cost estimate to complete the proposed facility, and the commitment to invest in this project and fully fund this project as set forth in the cost estimate.

4. Further, and also to be submitted simultaneously with the cost estimate and proof of available funds referenced in paragraph 3 above, Lessee shall provide the names and contact information of any person or entity/entities that will be providing the funding set forth for all or any portion of the cost estimate submitted pursuant to this Amendment #3 and sufficiently detailed financial information to permit the Authority to verify the availability of these funds.
5. As an express modification to the October 13, 2022 deadline for the submission of all required permit applications set forth in paragraph 3 of Amendment #2, the new deadline for same by virtue of this Amendment #3 is now May 9, 2023, with all other applicable provisions of that paragraph of Amendment #2 remaining the same, including the applicability of the provisions of paragraph 6 of Amendment #2 to these new deadlines (see specifically, Exhibit C at paragraph 6).

6. All other terms and conditions of the Lease and all prior amendments to the Lease shall remain in full force and effect except as specifically modified and amended as set forth herein.

CURRENT STATUS

As of the May 9, 2023, deadline, HiPoint has satisfied Condition No. 2 of Amendment No. 3 by making the lease payment by February 9, 2023, and paying the taxes by March 10, 2023.

On May 9, 2023, HiPoint sent a letter to the Authority (Exhibit F) that included a cost estimate of $15M for the entire project. Staff believes the cost estimate is within the range of values that would be expected for a project of this scale and type.

Staff also received a letter from the principals of the Winkelmann Group committing to a $15M investment in this project. However, a letter received by the Authority on May 16, 2023, from Dr. Michael Ammenwerth with the firm of Dr. Von Der Hardt & Partner mbB, (Winkelmann Group’s Tax Advisor), indicated that only $3M was available to fund the $15M project (Exhibit G). Since the availability of funds is less than the total estimated project costs, Conditions 3 and 4 of Amendment No. 3 are not fully satisfied (see specifically, Exhibit E at paragraphs 3 and 4).

Condition 5 of Amendment 3 has not been satisfied because HiPoint has also failed to submit all permit applications required for this project by May 9, 2023. On May 25, 2023, HiPoint provided the status of permitting as follows:

Permits Obtained:
- PBC Fire Marshal Permit (approved on 10/5/22)
- SFVMD Permit Exemption (as the usable area is less than 5 acres)

Permit Applications Already Submitted and Currently Under Agency Review:
- PBC Utilities Permit for Potable Water & Sewer (submitted on 10/8/22 and responded to first set of agency comments)

Permit Applications Yet to be Submitted:
- LWDD Drainage Permit (needs canal survey and will be submitted in June 2023)
- LWDD Utility in ROW Permit (yet to be submitted and takes 90-120 days for approval)
- PBC Paving & Drainage Permit
- PBCDOH/FDEP Permit for a water main extension
- PBCDOH/FDEP Permit for a private lift station and force main
- PBC Building Permit (this permit application needs all other permit approvals before submitting it and will be the last one to be submitted)

The following is a brief summary of the background including key milestones and agreements between the Authority and HiPoint.
LEASE ASSIGNMENT

In November 2020, Horizon requested an assignment of the lease to HiPoint Agro Bedding Florida, LLC, (HiPoint) with Robert Rodgers remaining individually as the guarantor, and ultimately personally responsible for all obligations undertaken and agreed to by HiPoint. The assignment was approved by the Board in February 2021 and executed by all parties in June 2021 and is attached hereto as Exhibit A.

AMENDMENT No. 1

In October 2021, HiPoint requested that the lease payment due by December 18, 2021, be deferred. The Board approved the deferral, contingent on the following conditions being met by HiPoint:

- The December 2021 lease payment of $79,150.60 shall be paid in full on or before December 18, 2023; and
- The December 2021 lease payment of $79,150.60 shall be assessed a 2% annual finance charge from the original due date of December 18, 2021, until the date of payment; and
- HiPoint shall obtain all required permits for the construction of the proposed facility no later than March 31, 2022. This includes any necessary permits from federal, state, or local agencies as required for construction; and
- HiPoint shall provide a letter to the Authority from a bonding company authorized to and doing business in the State of Florida by March 31, 2022, indicating their intent to issue the bond required in Section 3.04 of the lease agreement; and
- HiPoint shall pay all taxes of $9,982.50 for 2021 on or before they are due on March 31, 2022.

Amendment No. 1 to the Lease Agreement is attached hereto as Exhibit B and contains the conditions outlined above and was fully executed by all parties in December 2021.

AMENDMENT No. 2

In February 2022, Authority staff followed up with HiPoint on the status of Board-approved items set forth in Amendment No. 1. HiPoint mentioned that the previous investor/engineer was no longer involved in the project, the scope and scale of the project has changed, and no permit applications had been submitted along with the construction plans and specifications. As a result, HiPoint had not obtained any permits before the March 31, 2022, deadline to implement the proposed project and failed to meet all the conditions set forth in Amendment No. 1 (see specifically, Exhibit B at paragraph 3).

Staff presented this information to the Board in April 2022 and sought direction. After discussions, the Board required HiPoint to:

- Pay the 2021 Lease payment amount and 2% finance charge ($79,783.80) by May 13, 2022;
- Provide a letter from a bonding company indicating their intent to issue the bond for this project by May 13, 2022;
- Continue to make timely lease and tax payments for the remaining duration of the lease; and
- Apply for all permits required for construction of the proposed facility no later than October 13, 2022.

Amendment No. 2 to the Lease Agreement is attached hereto as Exhibit C and contains the further conditions outlined above and was fully executed by all parties on May 22, 2022.

As of the October 13, 2022, deadline, HiPoint satisfied the first three conditions of Amendment No. 2 outlined above and provided monthly status updates to the Board. However, HiPoint failed to submit all required permit applications before this deadline. HiPoint indicated that it was unable to submit some of the permit applications.
concurrently because some of the applications require the approval of other permits and therefore the permit application submittals need to be a sequential process.

At the October 25, 2022, meeting, the Board discussed this issue and directed staff to work with HiPoint and monitor the progress of the permitting task and decided not to terminate the Lease Agreement.

NOTICE OF DEFAULT AND FAILURE TO CURE

On December 18, 2022, the lease payment was due from HiPoint, and they failed to timely make the payment. The Lease Agreement has a 30-day grace period before the Authority can send a Notice of Default and another 15-day duration for HiPoint to cure. On January 18, 2023, the Authority sent a Notice of Default to HiPoint declaring it in default pursuant to Section 11.01 of the Lease Agreement, attached hereto as Exhibit D. As required by the Lease Agreement, the Authority provided HiPoint 15 days (until February 2, 2023) to cure the default by making the required lease payment.

On February 2, 2023, HiPoint hand-delivered a check for $95,959.59 for the lease payment and the taxes. On February 6, 2023, the Authority’s financial institution processed the check, and it was returned for “non-sufficient funds”. As a result of the above, HiPoint failed to cure the default.

At the February 8, 2023, Board meeting, staff updated the Board on HiPoint’s default and sought direction. HiPoint's representative was present at the meeting and acknowledged that HiPoint was negligent in not making the lease payment on time. He also indicated that the permitting tasks will be completed “as quickly as possible”, there will be a “shovel in the ground” in 90 days, with a construction duration of approximately one (1) year, and the facility online in 18-24 months. However, he clarified that the above was just speculation, and those projections were based on very little experience. Furthermore, he mentioned that the total cost of the project will be $15M including all equipment.

As mentioned earlier, the Board granted HiPoint 90 days (i.e., until May 9, 2023) to satisfy all conditions in Amendment No. 3.

CONCLUSION

With a pattern of missing lease payments and permit application deadlines, staff is not confident about HiPoint’s ability to successfully implement this project. HiPoint’s recent statements made at the February 8, 2023, Board meeting and subsequent communications with staff differ significantly from the statements made in their response to RFP 19-205/SLB (Exhibit H) regarding the firm’s financial strength, their proven technology to process equestrian waste, estimated costs to implement this project, and their initial planned schedule to bring the facility online for the 2020 equestrian season.

The lease is paid through December 18, 2023. Presently the financial risk to the Authority is minor, but that will change if and when construction starts. The primary risk to the Authority is that the project fails after improvements commence or are completed and the site is impaired. Nearly four years into the Lease, with the history of delays, missed commitments and potentially changed market conditions, the Authority’s risk exposure is elevated.

Staff is seeking Board direction on how to proceed with this Lease Agreement.

BUDGET IMPACT: No material impact on the FY 2023 or FY 2024 budget.
ATTACHMENTS:
EXHIBIT A: Lease Assignment from Horizon 880 to HiPoint
EXHIBIT B: Amendment #1 to Lease Agreement
EXHIBIT C: Amendment #2 to Lease Agreement
EXHIBIT D: Notice of Default Correspondence
EXHIBIT E: Amendment #3 to Lease Agreement
EXHIBIT F: HiPoint's correspondence dated May 9, 2023
EXHIBIT G: Letter from Dr. Michael Ammenwerth
EXHIBIT H: Horizon's Response to RFP 19-205/SLB submitted on 12/18/2018

REVIEWS:

Director: [Signature] Date: 6/1/23

Director of Contract Compliance: [Signature] Date: 5/31/23

Chief Officer: [Signature] Date: 5/31/23

Chief Finance Officer: [Signature] Date: [as required]

Legal Counsel: Michael W. Jones [Signature] Date: 5/31/23

(as required)

(as required)

Executive Director: [Signature] Date: 5/31/2023

Page # 5/5
Assignment, Approval, and Acceptance of Assignment

THIS Assignment, Approval, and Acceptance of Assignment ("Assignment Package" when referred to collectively and as a single integrated document), relating to the Lease Agreement between the Solid Waste Authority of Palm Beach County and Horizon 880, LLC, approved by the Solid Waste Authority Board on June 19, 2019 (the "Lease"), is entered into by the Solid Waste Authority of Palm Beach County, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida ("Authority") and Horizon 880, LLC, a foreign limited liability company, ("Assignor") and HiPoint Agro Bedding Florida, LLC, a Florida limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee, have requested that Authority enter into this Assignment Package dated June 2nd, 2021, pursuant to which the Assignor proposes to assign the Lease in its entirety to Assignee with the approval of the Authority; and

WHEREAS, the Assignor has agreed to assign the Lease in its entirety to the Assignee, and the Assignee has agreed to accept the assignment of the Lease in its entirety upon approval of this assignment by the Authority with the original continuing guarantor, Robert Rogers, individually, and not on behalf of the Assignee or in any other representative capacity remaining individually liable and responsible for all obligations undertaken and agreed to by him as continuing guarantor under the lease; and

WHEREAS, Authority wishes to approve the assignment of the Lease in its entirety from Assignor to Assignee as specifically set forth herein, with Robert Rogers continuing as the guarantor in an individual capacity; and

WHEREAS, it is the intent of this Assignment Package to continue the uninterrupted performance of the Lease.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and for ten dollars ($10) as consideration, the receipt and sufficiency of which are hereby acknowledged, Authority, Assignor and Assignee agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by specific reference.

2. Authority hereby approves of the assignment and transfer of the Lease in its entirety from Assignor to Assignee.

3. This approval shall not waive any prohibition against further assignments or transfers of the Lease, or any portion thereof, without the Authority's prior express written approval.
4. By its approval of this assignment the Authority does not in any manner adopt, accept or approve any of the terms or conditions of any of the agreements between Assignor and Assignee pertaining to this assignment, if any.

5. The approval of this assignment by the Authority shall not operate or be construed as any waiver of any term, condition, right or remedy of Authority under the Lease.

6. Upon execution and approval of this Assignment Package by the Authority, Assignor and Assignee, the specific intent of the parties is confirmed that:
   
   (a) The Assignor hereby grants, bargains, sells, conveys, transfers, assigns, and sets over its entire rights, and delegates all of its obligations under the Lease to Assignee, with the original continuing guarantor, Robert Rogers, individually agreeing and representing that it is all Parties specific intention of this Assignment Package that this continuing guaranty is being relied on by the Authority in approving this Assignment Package; and.
   
   (b) The Assignee hereby accepts the assignment of the Lease in its entirety from Assignor and acknowledges and represents to the Authority that it will abide by and assume each and every term, obligation and condition including, but not limited to, each and every responsibility, duty, and obligation of Assignor set forth in the Lease or imposed by law; and
   
   (c) The Authority’s approval of this Assignment is based on the representation of continued, uninterrupted performance of the Lease by Assignee unless modified, terminated or revised in accordance with the terms of the Lease and the Assignor and Assignee recognize the Authority’s reliance on this representation.

7. Any notices required by the terms of the Lease shall be delivered as directed therein to Assignee at:

   HiPoint Agro Bedding Florida, LLC
   Attn:  Paul Cross
   2790 Mooring Court Suite 104
   Lake Worth FL 33462

8. Except as otherwise set forth herein, with Robert Rogers, individually, remaining as the continuing guarantor of the Lease in an individual capacity and not as a member of the Assignor or any other representative capacity, each term and condition of the Contract shall remain in full force and effect between the Authority and Assignee.

9. The individuals executing this Assignment Package represent that they have full authority to execute this document on behalf of the entity for whom they are acting herein with Robert Rogers also executing this document in an individual capacity as recognition and express acknowledgement of his continuing to act as the continuing guarantor of the Lease.
10. This Assignment Package may be executed in any number of counterparts which, collectively, shall constitute one and the same instrument. Electronic and Facsimile signatures shall be effective as original signatures for each, and each party represents to the other that the execution and delivery of this Assignment Package has been properly authorized and that all signatures are genuine.

11. Except as specifically set forth herein, as of the date of execution and approval by the Authority of this Assignment Package forward, the Authority hereby releases Assignor from any and all further liabilities, obligations, promises, agreements, controversies, debts, expenses, accounts, bills, contracts, causes of action, and demands of any nature whatsoever, in law or in equity, whether in contract, tort, or otherwise, relating to or arising subsequent to such date from Lease and Request for Proposal No. 19-205/SLB.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment Package on the respective dates under each signature: the Solid Waste Authority of Palm Beach County through its Board, signed by and through its Executive Director, duly authorized to execute same by Board action on this 10th day of February 2021; Horizon 880, LLC signed by and through its authorized signatory, duly authorized to execute same; HiPoint Agro Bedding, Florida, LLC, signed by and through its authorized signatory, duly authorized to execute same; and Robert Rogers, individually, signed as continuing guarantor.

ATTEST:

Sandra J. Vassalotti
Clerk to the Authority

APPROVE AS TO FORM AND LEGAL SUFICIENTY:

By

Howard J. Falcon III
General Counsel
Solid Waste Authority of PBC

AUTHORITY

Solid Waste Authority of Palm Beach County through its Board:

By

Daniel Pellowitz, Executive Director

Date 6/3/2021

ASSIGNEE

HiPoint Agro Bedding Florida, LLC, a Florida Limited Liability Company

By

Title President

Date 12 Feb 2021

ASSIGNOR

Horizon 880, LLC, a foreign Limited Liability Company

By

Title MANAGING MEMBER

Date 6/3/2021
Amendment #1 to Lease Agreement dated June 19, 2019 as Assigned, Approved and Accepted by HiPoint Agro Bedding Florida, LLC

THIS Amendment #1 to the Lease Agreement dated June 19, 2019 as Assigned, Approved and Accepted by HiPoint Agro Bedding Florida, LLC, a Florida Limited Liability Company ("Lessees") and The Solid Waste Authority of Palm Beach County, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida ("Authority").

WITNESSETH:

WHEREAS, Horizon 880, LLC, a Florida Limited Liability Company and the Authority entered into a Lease dated June 19, 2019 ("Lease"); and

WHEREAS, on February 10, 2021, the Governing Board Authority approved the assignment of this Lease to the Lessee; and

WHEREAS, the Lessee accepted this assignment through a formal written Assignment, Approval, and Acceptance of Assignment dated June 2, 2021; and

WHEREAS, the Lessee requested the Authority modify this Lease and on October 13, 2021, the Governing Board of the Authority approved this modification request with the conditions set forth in this Amendment No. 1 to the Lease, with all other terms of the Lease remaining in full force and effect.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and for ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Authority and the Lessee agree to amend the Lease as follows:

1. The foregoing recitals are true and correct and are incorporated herein by specific reference.

2. The December 2021 Lease payment (Deferred Payment) shall be due and payable in full (Full Payment) on or before December 18, 2023. The 2021 Lease payment shall be escalated from the 2020 amount of $74,600.00 to the current year as in Section 14.21 Annual Rent Adjustments of the Lease. Full Payment constitutes: a) the Deferred Payment adjusted as referenced above in this Section, and b) as a condition of approval of this Deferred Payment, a two percent (2%) annual finance charge shall be assessed on the adjusted Lease payment from the original due date of December 18, 2021 until the date of payment.

3. A second condition of approval of the Deferred Payment set forth in paragraph 2 above is that the Lessee obtain all required permits for the construction of the proposed facility no later than March 31, 2022. This specifically includes any necessary permits from federal, state or local agencies as required for construction.
4. A final condition of approval of the Deferred Payment, the Lessee shall also provide a letter to the Authority from a bonding company authorized to and doing business in the State of Florida by March 31, 2022 indicating their intent to issue the bond required in Section 3.04 of the Lease.

5. The Lessee shall pay all taxes for 2021 when due, including late fees, if any. The 2021 taxes are $9,986.

6. The Lessee shall pay the December 2022 Lease payment and all taxes when due, including late charges, if any, and shall continue to make timely Lease and tax payments for the remaining duration of the Lease Term.

7. The Lessee acknowledges that in the event the Lessee fails to timely satisfy any of the conditions of approval of the Deferred Payment set forth herein, the Authority retains all of its remedies under the Lease in the event of such default by the Lessee.

8. All other terms and conditions of the Lease remain in full force and effect except as specifically modified and amended as set forth herein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment #1 to the Lease Agreement dated June 19, 2019 as Assigned, Approved and Accepted on the respective dates under each signature: the Solid Waste Authority of Palm Beach County through its Board, signed by and through its Executive Director, duly authorized to execute same by Board action on this 13th day of October 2021; HiPoint Agro Bedding, Florida, LLC, signed by and through its authorized signatory, duly authorized to execute same; and Robert Rogers, individually, signed as continuing guarantor.

ATTEST:

[Signature]

Sandra J. Vassalotti
Clerk to the Authority

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

[Signature]

Howard J. Falcon
General Counsel

AUTHORITY

Solid Waste Authority of Palm Beach County through its Board:

[Signature]

Daniel Pellowitz, Executive Director
Date 12/14/2021

LESSEE

HiPoint Agro Bedding Florida, LLC, a Florida Limited Liability Company

[Signature]

Paul Cross
President
Date 12/13/21

CONSENT AND ACKNOWLEDGEMENT OF CONTINUING GUARANTOR

Robert Rogers, individually and not in a representative capacity:

[Signature]

Robert Rogers
Date 12/13/21
Amendment #2 to Lease Agreement dated June 19, 2019, as Assigned, Approved and Accepted by HiPoint Agro Bedding Florida, LLC

THIS Amendment #2 to the Lease Agreement dated June 19, 2019, as Assigned, Approved and Accepted by HiPoint Agro Bedding Florida, LLC, a Florida Limited Liability Company ("Lessee") and the Solid Waste Authority of Palm Beach County, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida ("Authority").

WITNESSETH:

WHEREAS, Horizon 880, LLC, a Florida Limited Liability Company, and the Authority entered into a Lease dated June 19, 2019 ("Lease"); and

WHEREAS, on February 10, 2021, the Governing Board Authority approved the assignment of this Lease to the Lessee; and

WHEREAS, the Lessee accepted this assignment through a formal written Assignment, Approval, and Acceptance of Assignment dated June 2, 2021; and

WHEREAS, the Lessee requested the Authority modify this Lease and on October 13, 2021, the Governing Board of the Authority approved this modification request with the conditions set forth in this Amendment No. 1 to the Lease, with all other terms of the Lease remaining in full force and effect; and

WHEREAS, the Lessee failed to meet all of the conditions set forth in Amendment No.1 to the Lease and requested the Authority grant additional time to complete the tasks remaining from Amendment No. 1 and modify this Lease a second time; and

WHEREAS, on April 13, 2022, the Governing Board of the Authority approved the Lessee’s request for additional time and that those remaining incomplete tasks be included in this second amendment, Amendment No.2, with all other terms and conditions of the Lease remaining in full force and effect except as amended herein as follows:

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and for ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Authority and the Lessee agree to amend the Lease as follows:

1. The foregoing recitals are true and correct and are incorporated herein by specific reference. Terms not defined herein shall have the meaning given to them in the Lease, as amended.

2. The December 2021 Lease payment (Deferred Payment) shall be due and payable in full, including a 2% annual finance charge (Full Payment) on or before May 13, 2022. As set forth in Section 14.21 of the Lease, the December 2021 Lease payment amount has been
properly escalated in accordance with the terms of the Lease from the 2020 base year and is currently $79,150.60. The 2% annual finance charge assessed from the original due date, December 18, 2021, of the Deferred Payment up to and including the current due date for Full Payment, of May 13, 2022, is $633.20. The total deferred Lease payment including escalation and the 2% finance charge calculated through May 13, 2022, is $79,783.80.

3. The Lessee shall apply for all required permits for the construction of the proposed facility no later than October 13, 2022. This specifically includes any necessary permits from federal, state or local agencies as required to complete the construction of the proposed facility.

4. The Lessee shall also provide a letter from a bonding company authorized to and doing business in the State of Florida by May 13, 2022, indicating their intent to issue the bond required in Section 3.04 of the Lease.

5. The Lessee shall pay all taxes that accrue when due, including late fees, if any, and shall continue to make timely Lease and tax payments for the remaining duration of the Lease Term.

6. The Lessee acknowledges that failure to timely complete any of the foregoing shall constitute an immediate default under the Lease and the Authority shall have all remedies under the law due to such default. Without limiting the foregoing, the Authority shall have, in Authority's sole discretion, the right to pursue collection of all outstanding payments due under the Lease, acceleration of future Lease payments, including finance charges and collection costs, and/or termination of the Lease and eviction of Lessee.

7. All other terms and conditions of the Lease remain in full force and effect except as specifically modified and amended as set forth herein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment #1 to the Lease Agreement dated June 19, 2019 as Assigned, Approved and Accepted on the respective dates under each signature: the Solid Waste Authority of Palm Beach County through its Board, signed by and through its Executive Director, duly authorized to execute same by Board action on this 13th day of April 2022. HiPoint Agro Bedding, Florida, LLC, signed by and through its authorized signatory, duly authorized to execute same; and Robert Rogers, Individually, signed as continuing guarantor.

ATTEST:

Sandra J. Vassalotti
Clerk to the Authority

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Howard J.
By: Howard J. Falcon, III
General Counsel

CONSENT AND ACKNOWLEDGEMENT OF CONTINUING GUARANTOR

Robert Rogers, individually and not in a representative capacity.
By: Bob Rogers
Title: CEO
Date: May 11th 2022

AUTHORITY

Solid Waste Authority of Palm Beach County through its Board:

By: Daniel Pellowitz, Executive Director
Date: 5/4/2022

LESSEE

HiPoint Agro Bedding Florida, LLC, a Florida Limited Liability Company

By: Paul Cross
Title: CEO
Date: May 10th 2022
January 18, 2023

ATTENTION: Mr. Bob Rogers
HiPoint Agro Bedding Florida, LLC
58610 Van Dyke Avenue
Washington, MI 48094

VIA FedEx
Email: email@horizon880.com
Fax: (586) 781-7078

RE: Solid Waste Authority of Palm Beach County’s Lease of a 5.25-acre Parcel to HiPoint

NOTICE OF DEFAULT AND CURE PERIOD

Please be advised that pursuant to Section 11.01 of the Lease Agreement dated June 19, 2019 between HiPoint Agro Bedding Florida, LLC. (HiPoint), as Assignee, and the Solid Waste Authority of Palm Beach County (Authority), that HiPoint is hereby being declared in default of that Lease for its failure to make the required Lease payment due December 18, 2022.

NOTICE OF CURE PERIOD

Further, pursuant to Section 11.01 of the subject Lease Agreement, HiPoint has fifteen (15) days from receipt of this Notice or until February 2, 2023 to cure this default. If this default is not cured within this time period, the Authority may exercise its right under the Lease Agreement to terminate same.

If you have any questions, please contact Ramana Kari at 561-640-4000 Ext. 4610 or by email at rkari@swa.org

Sincerely,

Ramana Kari, P.E.
Chief Engineer
February 7, 2023

Mr. Bob Rogers  
HiPoint Agro Bedding Florida, LLC  
58610 Van Dyke Avenue  
Washington MI 48094  

VIA Email: email@prolime.net  
Fax: (586) 781-7078

Subject: Benoist Farms/Cross State  
Lease Payment: Returned Check

Dear Mr. Rogers:

The Solid Waste Authority of Palm Beach County’s (Authority) hereby notifies you that HiPoint Agro Bedding Florida, LLC (HiPoint) has failed to make the lease payment on or before the cure date of February 2, 2023.

In a letter dated December 13, 2022, the Authority provided clear directions to HiPoint to make the 2022 lease payment of $85,245.20 to the Authority and the tax payment directly to the Palm Beach County Tax Collector.

Pursuant to Section 11.01 of the Lease Agreement (Agreement), on January 18, 2023, the Authority sent a Notice of Default to HiPoint for its failure to pay the rent that was due on December 18, 2022. Additionally, as in Section 11.01 of the Agreement, the Authority gave HiPoint 15 days to cure by making the lease payment on or before February 2, 2023.

On February 2, 2023, HiPoint’s representative hand-delivered a check for $95,959.59. The Authority’s financial institution processed the check on February 6, 2023, and it was returned due to insufficient funds in HiPoint’s bank account. Moreover, the check amount was incorrect.

At this juncture, the Authority deems that HiPoint has failed to make the 2022 lease payment despite the latter’s repeated assurances to pay. Please provide a response by the close of business today (February 7, 2023).

Sincerely,

Ramana Kari, P.E.  
Chief Engineer

cc: Paul Cross, HiPoint CEO
Amendment #3 to Lease Agreement dated June 19, 2019, as Assigned, Approved and Accepted by HiPoint Agro Bedding Florida, LLC

THIS Amendment #3 to the Lease Agreement dated June 19, 2019, as Assigned, Approved and Accepted by HiPoint Agro Bedding Florida, LLC, a Florida Limited Liability Company ("Lessee") and the Solid Waste Authority of Palm Beach County, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida ("Authority").

WITNESSETH:

WHEREAS, Horizon 880, LLC, a Florida Limited Liability Company, and the Authority entered into a Lease dated June 19, 2019 ("Lease"); and

WHEREAS, on February 10, 2021, the Governing Board of the Authority approved the assignment of this Lease to the Lessee; and

WHEREAS, the Lessee accepted this assignment through a formal written Assignment, Approval, and Acceptance of Assignment dated June 2, 2021; and

WHEREAS, the Lease was formally amended December 2021 and May 2022, by Amendments #1 and #2 respectively; and

WHEREAS, the Lessee failed to timely make the December 18, 2022, Lease payment as specifically required by Amendment #2 to the Lease, and as a result, this Amendment #3 to the Lease is required to memorialize the terms and conditions agreed to by the representative of the Lessee and the Governing Board of the Authority reached at its February 8, 2023 public meeting; and

WHEREAS, the Lessee’s representative at this February 8, 2023 public meeting acknowledged and represented that the total construction cost of this proposed facility, including the building, equipment, and the required site improvements may reach 15 Million dollars for the proposed facility to become operational and in conformity with all applicable Federal, state, and local laws, rules and regulations; and

WHEREAS, the Authority acknowledges that Lessee has made, and the Authority has received, the required Lease payment of $85,245.20 before 5:00 p.m. on February 8, 2023; and

WHEREAS, the Authority’s acceptance of the required Lease payment was based upon Lessee’s acceptance of the following terms and conditions set forth in this Amendment #3, with all other terms and conditions of the Lease and prior amendments remaining in full force and effect except as expressly modified herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and for ten dollars ($ 10.00) and other good and valuable consideration, the receipt and
sufficiency of which are hereby acknowledged, Authority and the Lessee agree to the terms and condition of this Amendment #3 to the Lease as follows:

1. The foregoing recitals are true and correct and are incorporated herein by specific reference and the Lessee acknowledges that all representations made by the Lessee and incorporated into this Amendment #3 are intended to be relied upon by the Authority for purposes of entering into this Amendment. Terms not defined herein shall have the meaning given to them in the Lease, as amended.

2. The Lessee shall pay all taxes due pursuant to the Lease directly to the Palm Beach County Constitutional Tax Collector within thirty (30) days of February 8, 2023, which is on or before the close of business, 5:00 p.m., on March 10, 2023.

3. The Lessee shall, within ninety (90) days of February 8, 2023, which is on or before close of business May 9, 2023, also provide to the Authority a detailed cost estimate to complete the proposed facility, as currently planned, that shall include at a minimum the cost of the building, construction costs, equipment, installation, and any required site improvements for the facility to become fully operational consistent with all applicable laws. The Lessee shall also submit, simultaneously with this cost estimate, a letter from the investing entity/entities confirming the financial viability of this project, the availability of funding from the investing entity/entities equal to its acknowledged cost estimate to complete the proposed facility, and the commitment to invest in this project and fully fund this project as set forth in the cost estimate.

4. Further, and also to be submitted simultaneously with the cost estimate and proof of available funds referenced in paragraph 3 above, Lessee shall provide the names and contact information of any person or entity/entities that will be providing the funding set forth for all or any portion of the cost estimate submitted pursuant to this Amendment #3 and sufficiently detailed financial information to permit the Authority to verify the availability of these funds.

5. As an express modification to the October 13, 2022 deadline for the submission of all required permit applications set forth in paragraph 3 of Amendment #2, the new deadline for same by virtue of this Amendment #3 is now May 9, 2023, with all other applicable provisions of that paragraph of Amendment #2 remaining the same, including the applicability of the provisions of paragraph 6 of Amendment #2 to these new deadlines.

6. All other terms and conditions of the Lease and all prior amendments to the Lease shall remain in full force and effect except as specifically modified and amended as set forth herein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment #3 to the Lease Agreement dated June 19, 2019 as Assigned, Approved and Accepted on the respective dates under each signature: the Solid Waste Authority of Palm Beach County through its Executive Director and with the approval of its General Counsel, duly authorized to execute same by Board action on this 8th day of February 2023, HiPoint Agro Bedding, Florida, LLC, signed by and through its authorized signatory, duly authorized to execute same; and Robert Rogers, individually, signed as continuing guarantor.

ATTEST:

Sandra J. Vassalotti
Clerk to the Authority

AUTHORITY
Solid Waste Authority of Palm Beach County through its Board:

By
Daniel Pellowitz, Executive Director
Date 02-22-2023

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

By
Michael W. Jones, Esq.
General Counsel

CONSENT AND ACKNOWLEDGEMENT OF CONTINUING GUARANTOR

Robert Rogers, individually and not in a representative capacity:
By
Title
Date 02-22-23

LESSEE
HiPoint Agro Bedding Florida, LLC, a Florida Limited Liability Company

By
Paul Cross
Title CEO
Date 02-10-2023
Dear Ramana and the Solid Waste Authority (SWA),

We are pleased to inform you of the progress made on the HiPoint equine waste recycling facility being constructed at 500 Benoist Farms Rd., particularly with regards to Addendum 3. The update that we have is positive and extremely promising for the future.

Firstly, we would like to confirm that we have paid the land lease and property taxes, and they are in good standing until December 20th, 2023.

As you may know, Mr. Elmore, who was financing the building shell, did not agree to the stipulations outlined by the SWA, and although he supports our project wholeheartedly, he is not contributing financially to the project.

We are delighted to report that after a rigorous 90-day due diligence process, the HiPoint model and the WPB site have been approved as an excellent and financially viable project by Winkelmann Group, our strategic and financial partner. Please see the attached funding approval and financing document requested.

The attached build and budget schedule outlines the required work to be shovel-ready, and these documents have been shared, reviewed, and agreed upon by all parties. We have contracted the complete package of permits to be submitted in a systematic order to ensure the project stays on track.

We are happy to inform you that with our funding, we have contracted Clear Span Structures and Schaefer & Associates, who are working diligently forward, as outlined in their attached letters. We have been made aware that the water utility line may be better sourced from the vacant concrete company to our south, but they have been experiencing difficulty connecting with the owners. Any help you could provide would be greatly appreciated.

Please do not hesitate to contact us if you require any further information as we vigorously continue forward.

We are pleased to be reshaping the horse industry waste crisis in WPB legally and to showcase what Palm Beach County can do on a global scale.

Thank you for your ongoing support.

Paul N. Cross
Dated May 9th 2023

Cc In order of District
Commissioner Maria G. Marino
Commissioner Gregg K. Weiss – Mayor
Commissioner Michael A. Barnett
Commissioner Marcil Woodward
Commissioner Maria Sachs – Vice Mayor
Commissioner Sara Baxter
Commissioner Mack Bernard
Dear Ramana and SWA Board,

I am pleased to inform you that the Winkelmann Family Office has thoroughly vetted the project "HIPPOINT FLORIDA" and deemed it financially viable. As such, we are the partner investing in this opportunity.

The project has been carefully planned and executed with a great deal of attention to detail and consideration for potential risks. We are confident that it has the potential to yield significant returns and contribute to long-term financial stability and improve the equestrian industry and that of the residents and GDP of West Palm Beach.

With the financing of the Winkelmann Family Office and of US-based MB Ventures Prime Commercial Lending, we can complete the HIPPOINT FLORIDA project within the submitted budget of $15 million and with a fully functional operating facility.

Winkelmann Group as the main legal entity for the operation of activities of Winkelmann Family is a strongly profitable family owned 700 M € business located in Germany. Together with one of its investment entities, 2HR GmbH, we assure SWA that our team possesses the necessary financial capacity to complete the project.

Yours sincerely,

[Signatures]

Heinrich Winkelmann  Heinrich E. Winkelmann  Rupert C. Winkelmann
Detailed Budget

Approved by HiPoint - Winkelmann Group - CSS

Sources and Uses

<table>
<thead>
<tr>
<th>Sources:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Amount:</td>
<td>$15,000,000</td>
</tr>
<tr>
<td>(1) Project plus (2) op costs</td>
<td>(1) $14,000,000 + (2) $1,000,000</td>
</tr>
<tr>
<td>Total:</td>
<td>$15,000,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Uses:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Conditions</td>
<td>$381,960</td>
</tr>
<tr>
<td>Site Work</td>
<td>$1,283,176</td>
</tr>
<tr>
<td>Concrete</td>
<td>$718,095</td>
</tr>
<tr>
<td>Metals</td>
<td>$30,050</td>
</tr>
<tr>
<td>Wood and Plastics</td>
<td>$3,050</td>
</tr>
<tr>
<td>Pre-engineered Building</td>
<td>$1,332,374</td>
</tr>
<tr>
<td>Insulations</td>
<td>$62,807</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>$120,520</td>
</tr>
<tr>
<td>Mechanical</td>
<td>$265,700</td>
</tr>
<tr>
<td>Electrical</td>
<td>$205,000</td>
</tr>
<tr>
<td>Architect &amp; Engineering</td>
<td>$150,000</td>
</tr>
<tr>
<td>General Liability</td>
<td>$47,238</td>
</tr>
<tr>
<td>Overhead and fees</td>
<td>$364,067</td>
</tr>
<tr>
<td>Permit</td>
<td>$87,565</td>
</tr>
<tr>
<td>Mechanical Int</td>
<td>$150,300</td>
</tr>
<tr>
<td>Electrical Int</td>
<td>$422,300</td>
</tr>
<tr>
<td>GC Manager</td>
<td>$195,000</td>
</tr>
<tr>
<td>Installation Redundancy</td>
<td>$400,000</td>
</tr>
<tr>
<td>Equipment</td>
<td>$6,864,512</td>
</tr>
<tr>
<td>Admin</td>
<td>$900,000</td>
</tr>
<tr>
<td>Pre op costs 14-24m</td>
<td>$800,000</td>
</tr>
<tr>
<td>Interest/lease misc</td>
<td>$261,286</td>
</tr>
</tbody>
</table>
# Tranche Schedule

Approved by HiPoint - Winkelmann Group – CSS

(Months may shift to final fund allowance)

<table>
<thead>
<tr>
<th>Month/Date</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023 May Month 0</td>
<td>$450,000</td>
<td>GC, civil, engineering, permits on completion monthly draw schedule as follows:</td>
</tr>
<tr>
<td>Sept Month 1</td>
<td>$1,324,334</td>
<td>8.83% Deposits equipment, GC, civil, engineering, overhead</td>
</tr>
<tr>
<td>Oct Month 2</td>
<td>$856,355</td>
<td>5.71% GC - Site work - EMP - Admin</td>
</tr>
<tr>
<td>Nov Month 3</td>
<td>$1,514,471</td>
<td>10.10% GC Site work - Concrete - building - Overhead</td>
</tr>
<tr>
<td>Dec Month 4</td>
<td>$1,008,203</td>
<td>6.72% GC - Concrete - building - electrical - equipment - admin</td>
</tr>
<tr>
<td>Jan 2024 Month 5</td>
<td>$1,264,154</td>
<td>8.43% GC - Concrete - building - electrical - insulation - overhead - equipment</td>
</tr>
<tr>
<td>Feb Month 6</td>
<td>$1,152,649</td>
<td>7.68% GC - metals - building - doors - electrical - equipment</td>
</tr>
<tr>
<td>Mar Month 7</td>
<td>$854,531</td>
<td>5.70% GC - MEP - equipment -</td>
</tr>
<tr>
<td>Apr Month 8</td>
<td>$864,531</td>
<td>5.76% GC - overhead - equipment - lease</td>
</tr>
<tr>
<td>May Month 9</td>
<td>$1,227,655</td>
<td>8.18% GC - electrical - Mechanical - equipment - Admin</td>
</tr>
<tr>
<td>Jun Month 10</td>
<td>$1,568,608</td>
<td>10.46% GC - Site work - Overhead - equip install - electrical - equipment</td>
</tr>
<tr>
<td>July Month 11</td>
<td>$854,853</td>
<td>5.70% GC - site work - landscaping - MEP - Install - equipment</td>
</tr>
<tr>
<td>Aug Month 12</td>
<td>$635,734</td>
<td>4.24% GC - Overhead - equipment Delivery, and install, admin</td>
</tr>
<tr>
<td>Sept Month 13</td>
<td>$375,590</td>
<td>2.50% equipment, install, start up, pre op costs</td>
</tr>
<tr>
<td>Oct Month 14</td>
<td>$375,590</td>
<td>2.50% Pre op, testing, maintenance,</td>
</tr>
<tr>
<td>Nov Month 15</td>
<td>$161,733</td>
<td>1.08% Pre op, testing, maintenance,</td>
</tr>
<tr>
<td>Dec Month 16 (OPENING)</td>
<td>$161,733</td>
<td>1.08% Pre op, production, optimization</td>
</tr>
<tr>
<td>Jan to Aug Month 17-24</td>
<td>$860,733</td>
<td>11.55% First year op costs</td>
</tr>
<tr>
<td>Date</td>
<td>Activity Name</td>
<td>Start Date</td>
</tr>
<tr>
<td>------------</td>
<td>-------------------------------------------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Procure and Supply RFI 100 - CONDENSER &amp; COOLING TOWER (THB-1) (IM-04)</td>
<td>May-1-2023</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Procure and Supply RFI 100 - THREE SCREEN HOPPERS, BAGGING &amp; PALLETISING UNIT (THB-2) (IM-04)</td>
<td>May-1-2023</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Procure and Supply RFI 100 - AIR HANDLING UNIT, FILTERATION (THB-1) (IM-04)</td>
<td>May-1-2023</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Procure and Supply RFI 100 - GRINDER &amp; RUN-BIN (THB-1) (IM-63)</td>
<td>May-1-2023</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Procure and Supply RFI 100 - COMPOST CONTAINER (THB-1) (IM-93)</td>
<td>May-1-2023</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Procure and Supply RFI 100 - AERATED FLOOR (IM-91)</td>
<td>May-1-2023</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Procure and Supply RFI 111 - Office Space/Trailer</td>
<td>May-1-2023</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Delivery of RFI 111 - FACILITY BUILDING INSULATION/CLADDING</td>
<td>May-1-2023</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Delivery of RFI 111 - SCREEN</td>
<td>May-1-2023</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Delivery of RFI 111 - SCREENDOOR AND FEEDER TO OFFER Conv</td>
<td>May-1-2023</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Delivery of RFI 111 - SCREEN OCCLUDING SEPARATOR</td>
<td>May-1-2023</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Delivery of RFI 111 - CONDENSER &amp; COOLING TOWER</td>
<td>May-1-2023</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Delivery of RFI 111 - THREE SCREEN HOPPERS, BAGGING &amp; PALLETISING UNIT</td>
<td>May-1-2023</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Delivery of RFI 111 - AIR HANDLING UNIT, FILTERATION</td>
<td>May-1-2023</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Delivery of RFI 111 - GRINDER &amp; RUN-BIN</td>
<td>May-1-2023</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Delivery of RFI 111 - COMPOST CONTAINER</td>
<td>May-1-2023</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Delivery of RFI 111 - AERATED FLOOR</td>
<td>May-1-2023</td>
</tr>
<tr>
<td>10-Mar-2023</td>
<td>Delivery of RFI 111 - Office Space/Trailer</td>
<td>May-1-2023</td>
</tr>
</tbody>
</table>
PRECONSTRUCTION AGREEMENT

Clear Span Structures, LLC (CSS) agrees to provide the following information and services to HiPoint Florida, LLC (the "Owner") for a project described as HiPoint Manure Recycling Facility. The Architect is Stephen Boruff AIA (the "Architect") and Schaefer-Fagan Engineering is (the "Engineer").

Information and Services Provided by CSS Include:

A. Plan Evaluation
B. Preliminary Budgets
C. Preliminary Schedules
D. Final Budgets
E. Final Schedules
F. Subcontractor Evaluation and Recommendations
G. Determination of Correct Contract Type:
   1. Fixed Price
   2. Guaranteed Maximum Price with Cost Savings
   3. Cost Plus a Fee (Lump Sum or Percentage of Cost)
   4. Construction Management
   5. Hybrid of the Above Contracts
H. Fee Agreement
I. Non-Binding Agreement
J. Individual Party Costs
K. Cancellation of Agreement

A. Plan Evaluation – CSS agrees to work with Steve Boruff (Architect) to coordinate the systems and methods being proposed by the Architect. CSS will use its own expertise and experience, as well as the expertise of its subcontractors, to recommend the systems and methods used meet the overall requirements of the Owner for initial cost and life expectancy. This plan evaluation includes analyses of structural, mechanical, electrical, and architectural components.

B. Preliminary Budgets - CSS agrees to supply the Owner with budget numbers, based upon conceptual estimates, using square footage and/or unit costs. These prices are determined by the previous experience of CSS and our working relationship with reputable subcontractors. Preliminary estimates are usually accurate to +/- 10% after conceptual plans are complete and allow the Owner to make intelligent decisions on how to proceed and the level of quality he can expect for the budgeted price with the design drawings.

C. Preliminary Schedules - CSS agrees to work with the architects, engineers, proposed subcontractors, and will use its own experience to create preliminary schedules for the entire project. These schedules would include the time involved in preparing working drawings, necessary approvals, and the actual construction process. The purpose of the
preliminary schedule is for the Owner to be aware of the time it takes from the inception of the project at final completion and occupancy.

D. **Final Budgets** - CSS shall submit to the Owner a final budget in which it is willing to contract for on a fixed contract amount. These budgets will include prices on individual line items and will include prices from three to five qualified subcontractors, when available.

E. **Final Schedules** - CSS will furnish the Owner with a set of construction schedules. These schedules will define all of the activities necessary for the building of the project and the sequence in which they will occur. This schedule will typically be a bar chart for ease of readability and can be converted into a critical path schedule, if the Owner or lender so designates. This is the schedule which details all of the activities from the start of the project through final punch list.

F. **Subcontractor Evaluation and Recommendations** - CSS will submit to the Owners recommendations on the three lowest bid and qualified subcontractors on each budget line item. Although it is the intention of CSS to use the lowest priced subcontractor, we will research and identify whether subcontractors have financial, manpower, or quality problems and would be unable to complete the project in a timely manner. If this is the case, CSS may recommend going to the next highest subcontractor.

G. **Contract Type:**

1. **Fixed Price** - In this contract, the Owner and CSS agree to a lump sum amount to be paid for the specified work.

2. **Guaranteed Maximum Price With Cost Savings** - In this contract, CSS guarantees the maximum price to the Owner, agrees at a fee for its construction services, and agrees to split any cost savings on a percentage basis with the Owner.

3. **Cost Plus a Fee (Lump Sum or Percentage of Cost)** - In this contract, the Owner agrees to reimburse CSS for all costs associated with the project and agrees to pay CSS a construction fee on a percentage or lump sum basis.

4. **Construction Management** - The Owner agrees to pay CSS a management fee and the Owner contracts and pays all subcontractors and vendors directly.

5. **Hybrid of the Above Contracts** - Different type construction and different Owner situations require that CSS be flexible in its type of contracts and has worked over the years with many forms of contracting, which meet the Owner's needs and requirements.

H. **Fee Agreement** - It is agreed between CSS and the Owner that the fee agreement on this project will be \( \frac{8}{100} \) (3% overhead and 5% contractors fee) of the total final estimated construction costs. Pre-construction fee will be an additional a lump sum cost of $25,000.00.
I. Should the Owner not enter into a construction contract, the Owner shall pay CSS a fee of a maximum of Twenty-Five Thousand Dollars ($25,000.00) for preconstruction service. CSS will turn over all information, costs, and drawings, etc. accumulated on this project upon payments of preconstruction fee.

J. **Individual Party Costs** - It is the agreement of the Owner, during this "Pre-Construction Agreement", that CSS pre-construction fee covers the cost of its personnel only. All of the direct costs of plans, permits, specifications, copies, and miscellaneous expenses are to be paid directly by the Owner or to be reimbursed to CSS upon presentation of documents receipts or bills.

K. It is understood that prior to submission of the permit drawings being submitted to the Building Dept. the following preconstruction costs will need to be paid.

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schaefer-Fagan Engineering (civil engineering)</td>
<td>$105,000.00</td>
</tr>
<tr>
<td>Stephen A. Boruff, AIA (architecture &amp; MEP)</td>
<td>$126,000.00</td>
</tr>
<tr>
<td>Clear Span Structures, LLC (pre-construction)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$256,000.00</strong></td>
</tr>
</tbody>
</table>

L. In addition to the above the owner will be responsible for a deposit/cancellation fee of $182,000.00 for the engineering and signed and sealed PEMB drawings for permit.

M. A deposit of $15,000.00 is due and payable upon signing this agreement.

**By:** HiPoint Florida, LLC

[Signature]

Paul Cross
Director

Date: 5/8/2023

**Clear Span Structures, LLC**

**Glen Blount**

[Signature]

Glen Blount
President

Date: 5/8/23
08 May 2023

Glen Blount, President
Clear Span Structures, LLC
2000 Avenue P
Suite 5
Riviera Beach, Florida  33404

Re:  Proposal for Architectural/Engineering Services
Pre-Engineered Metal Building – 550 North Benoist Farms Road
West Palm Beach, Florida
Proposal No. P22-051 (Revision No. 2)

Dear Mr. Blount:

We are pleased to submit this revised (Revision No. 2) proposal for providing professional architectural, structural, mechanical (including plumbing) and electrical engineering services relative to the design, development of construction documents and building permitting for the proposed 48,000 square foot, single-story pre-engineered metal building located at 550 N. Benoist Farms Road in West Palm Beach, Florida. We understand this Scope of Work is for the “shell” building only and will include common area accessible toilet facilities, electrical room and associated support space. Secondly, we understand all construction will be performed by Clear Span Structures, LLC. Our scope of Basic Services for this project will include the following:

1.0  SCOPE OF WORK:

1.1  Development of construction documents, including specifications, illustrating the architectural, mechanical (including plumbing) and electrical engineering aspects of the project based on the approved floor plan. All mechanical and electrical engineering design will be performed by JLRD, Inc.

1.2  Development of structural engineering construction documents illustrating the floor slab reinforcement, equipment tie-downs, light poles and equipment pads. All structural engineering design will be performed by Interconsult Engineers, LLC.

1.3  Provide site electrical design documents based on the Palm Beach County approved site plan.

1.4  Provide three (3) signed and sealed sets of Final Construction Documents for submittal to the Building Department for permitting.

STEPHEN BORUFF, AIA
ARCHITECTS + PLANNERS, INC.
901 NORTHPOINT PARKWAY, SUITE 101
WEST PALM BEACH
FLORIDA 33407
PHONE 561-471-8520
FAX 561-471-8539
AR 0007995
2.0 MISCELLANEOUS PROVISIONS

This proposal is based on the client and building representatives furnishing this office with the following information:

2.1 Access to the site to perform field work.

2.2 Pre-engineered metal building installation drawings including frame reactions.

3.0 COMPENSATION

3.1 The services described in Sections 1.1 thru 1.4 shall be performed on a Fixed Fee Basis of One Hundred Twenty-Six Thousand Five Hundred Dollars ($ 126,500.00) based on the following payment schedule:

Basic Services (Architecture, Structural, MEP Engineering):

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>50% Construction Documents</td>
<td>$ 60,000.00</td>
</tr>
<tr>
<td>Final Construction Documents</td>
<td>60,000.00</td>
</tr>
<tr>
<td>Permitting</td>
<td>6,500.00</td>
</tr>
</tbody>
</table>

Total Basic Services $ 126,500.00

3.2 Reimbursable expenses such as printing, express mail and postage will be billed at their direct expense.

3.3 PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, ARCHITECT’S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

3.4 The contents of this proposal shall be contained in an AIA Document B143 -Standard Form of Agreement Between Design-Builder and Architect.

4.0 ADDITIONAL SERVICES

4.1 Any service not specifically written in this proposal, any changes requested after approval of the floor plan, any revisions to drawings or other documents when such revisions are inconsistent with written approvals or instructions previously given shall be considered as additional services.
08 May 2022
Glen Blount, President
Page 3

4.2 Application fees and permitting fees associated with governmental approvals including, but not limited to, civil and site permitting fees, building permit fees, etc.

4.3 Construction Administration Services including review of shop drawings and product submittals, site inspections and review of pay applications.

4.4 Fire Sprinkler Engineering and design will be performed by the Fire Sprinkler Contractor.

4.5 Civil engineering, landscape architecture and irrigation design.

4.6 Design of a back-up emergency generator system.

4.7 We believe “Value Engineering” is a part of good practice throughout the design phases of the project, and we will work with the entire team in this effort. However, meetings, negotiations and redesign work required to reduce costs will be considered additional services.

4.8 Additional services shall be compensated on a Time & Materials basis at the following rates:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director, Engineering</td>
<td>$210</td>
</tr>
<tr>
<td>Principal (Stephen Boruff, AIA)</td>
<td>$200</td>
</tr>
<tr>
<td>Architect</td>
<td>$185</td>
</tr>
<tr>
<td>Senior Engineer, Manager</td>
<td>$175</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$160</td>
</tr>
<tr>
<td>Project Engineer, Manager</td>
<td>$150</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$130</td>
</tr>
<tr>
<td>Engineer, Specialist</td>
<td>$120</td>
</tr>
<tr>
<td>Drafting Technician/Support Staff</td>
<td>$110</td>
</tr>
<tr>
<td>Graduate Engineer, Designer</td>
<td>$95</td>
</tr>
<tr>
<td>Clerical</td>
<td>$90</td>
</tr>
</tbody>
</table>

4.9 All Additional Services shall have written approval from the client BEFORE the work commences.

If you have any questions regarding the contents of this proposal, please call my office. We look forward to working with Clear Span Structures and towards the successful completion of this project.

Sincerely,

Stephen L. Boruff, AIA, NCARB
Architect

Approved: ____________________________  Date: May 8th 2023
July 25, 2022

c/o Mr. George Elmore
Hardrives, Inc.
2101 S Congress Avenue
Delray Beach, Florida 33445

RE: Horizon 880 – Hipoint Facility

Dear Mr. Elmore:

We propose to design and prepare engineering plans for the subject project and secure all necessary governmental approvals for them.

This work will include:

1. Design and Permitting $120,000.00
   A. Water Plans
   B. Sewer Plans
   C. Grading Plans
   D. Paving Plans

This contract is intended to be inclusive of all engineering through construction of infrastructure.

The following items are not included in the scope of services of this contract, but can be arranged if requested by the client:

1. Any travel outside of Palm Beach County
2. Any testing or lab reports
3. Any fees required by the governmental agencies
4. Any Environmental Services for Environmental Permits to be provided by Client
Additional Stipulations:

1. All the above services will be performed for the lump sum fee of $120,000.00. Progress payments for the above services will be billed on a monthly basis, percentage complete basis. A retainer of $15,000.00 will be required and said retainer applied on the final invoice.

2. All surveying to be provided by the client.

3. This proposal is meant to be inclusive of all normal civil engineering services necessary to complete construction plans needed to construct the engineering improvements. Duplication of services will be considered as “extra” to this proposal and will be billed according to our hourly rate schedule. Any reimbursable expense such as prints, mylars, courier fees, etc. will be billed as per our reimbursable expense billing schedule.

4. Payment terms will be for all invoices to be paid within 30 days. Any invoices which are 60 days past due will accrue interest at 18% APR. In addition, any invoices which are 90 days past due will result in all work being suspended on the project until payment is received in full. These past due periods are calculated from the invoice date.

Thank you for giving us the opportunity to present this proposal to you. If it is acceptable to you, please sign in the area provided below and return to our office with the retainer fee of $15,000.00. Should you have any further questions, please do not hesitate to contact me.

Sincerely,

FAGAN ENGINEERING, INC.

[Signature]
Gregory J. Fagan, P.E.
President

Accepted By:

[Signature]
Paul Cross Director
HiPoint Agro Bedding Florida LLC

May 8th 2023
Solid Waste Authority of Palm Beach County  
SWA C/o Ramana Kari  
7501 Jog Road  
West Palm Beach  
Florida 33412  
USA

09.05.2023  RL
Dr. Michael Ammenwerth:  
Assistant: Katja Dullo  
Telephone: +49 (0)251-9373-133

Proof of funds

Dear Sir or Madam,

As longtime tax advisors to the Winkelmann family, we are pleased to confirm that the shareholders of 2HR GmbH, i.e. Mr. Heinrich Winkelmann, Mr. Heinrich Ernst Winkelmann, and Mr. Rupert Carl Winkelmann, have sufficient funds to provide capital to 2HR GmbH of at least USD 3 million to invest into Project HIPOINT FLORIDA.

In case of questions feel free to contact us.

Kind regards,

Dr. Michael Ammenwerth
General Engagement Terms
for
Wirtschaftsprüfer und Wirtschaftsprüfungsgesellschaften
[German Public Auditors and Public Audit Firms]
as of January 1, 2017

1. Scope of application
(1) These engagement terms apply to contracts between German Public Auditors (Wirtschaftsprüfer) or German Public Audit Firms (Wirtschaftsprüfungsgesellschaften) and their engagement partners for assurance services, tax advisory services, advice on business matters and other engagements except as otherwise agreed in writing or prescribed by a mandatory rule.
(2) Third parties may derive claims from contracts between German Public Auditors and engaging parties only when this is expressly agreed or results from mandatory rules prescribed by law. In relation to such claims, these engagement terms also apply to these third parties.

2. Scope and execution of the engagement
(1) Object of the engagement is the agreed service – not a particular economic result. The engagement will be performed in accordance with the German Prinzip der Proper Professional Conduct (Grundsätze ordnungsmäßiger Berufsauflösung). The German Public Auditor does not assume any management functions in connection with his services. The German Public Auditor is not responsible for the use or implementation of the results of his services. The German Public Auditor is entitled to make use of competent persons to conduct the engagement.
(2) Except for assurance engagements (prüfaufgabenrechtliche Pflichtprüfungen), the consideration of foreign law requires an express written agreement.
(3) If circumstances or the legal situation change subsequent to the release of the final professional statement, the German Public Auditor is not obligated to refer the engaging party to changes or any consequences resulting therefrom.

3. The obligations of the engaging party to cooperate
(1) The engaging party shall ensure that all documents and further information necessary for the performance of the engagement are provided to the German Public Auditor on a timely basis, and that he is informed of all events and circumstances that may be of significance to the performance of the engagement. This also applies to those documents and further information that become known during the German Public Auditor’s work. The engaging party will also designate suitable persons to provide information.
(2) Upon the request of the German Public Auditor, the engaging party shall confirm the completeness of the documents and further information provided as well as the explanations and statements, in a written statement drafted by the German Public Auditor.

4. Ensuring independence
(1) The engaging party shall refrain from anything that endangers the independence of the German Public Auditor’s staff. This applies throughout the term of the engagement, and in particular to offers of employment or to assume an executive or non-executive role, and to offers to extend engagements on their own behalf.
(2) Were the performance of the engagement to impair the independence of the German Public Auditor, of related firms, firms within his network, or such firms associated with him, to which the independence requirements apply in the same way as to the German Public Auditor in other engagement relationships, the German Public Auditor is entitled to terminate the engagement for good cause.

5. Reporting and oral information
To the extent that the German Public Auditor is required to present results in writing as part of the work in executing the engagement, only that written work is authoritative. Drafts are non-binding. Except as otherwise agreed, oral statements and explanations by the German Public Auditor are binding only when they are confirmed in writing. Statements and information of the German Public Auditor outside of the engagement are always non-binding.

6. Distribution of a German Public Auditor’s professional statement
(1) The distribution to a third party of professional statements of the German Public Auditor (results of work or extracts of the results of work whether in draft or in a final version) or information about the German Public Auditor acting for the engaging party requires the German Public Auditor’s written consent, unless the engaging party is obligated to distribute or inform due to law or a regulatory requirement.
(2) The use by the engaging party for promotional purposes of the German Public Auditor’s professional statements and of information about the German Public Auditor acting for the engaging party is prohibited.

7. Deficiency rectification
(1) In case there are any deficiencies, the engaging party is entitled to specific subsequent performance by the German Public Auditor. The engaging party may reduce the fees or cancel the contract for failure of such subsequent performance, for subsequent non-performance or unjustified refusal to perform subsequently, or for unascendability or impossibility of subsequent performance. If the engagement was not commissioned by a consumer, the engaging party may only cancel the contract due to a deficiency if the service rendered is not recoverable to him due to failure of subsequent performance, to subsequent non-performance, to unascendability or impossibility of subsequent performance. No. 9 applies to the extent that further claims for damages exist.
(2) The engaging party must assert a claim for the rectification of deficiencies in writing (Saidform). The German term “Saidform” means in written form, but without requiring a signature) without delay. Claims pursuant to paragraph 1(2) arising from an intentional act expire after one year subsequent to the commencement of the period of limitation.

8. Confidentiality towards third parties, and data protection
(1) Pursuant to the law [§ 42d] 323 Abs 1 (paragraph 1a) HVGB [German Commercial Code: Handelsgesetzbuch] of 43 WPO [German Law regulating the Profession of Wirtschaftsprüfer: Wirtschaftsprüfberufeordnung], § 200 StGB [German Criminal Code: Strafgesetzbuch] the German Public Auditor is obligated to maintain confidentiality regarding facts and circumstances covered to him or of which he becomes aware in the course of his professional work, unless the engaging party releases him from this confidentiality obligation.
(2) When processing personal data, the German Public Auditor will observe national and European legal provisions on data protection.

9. Liability
(1) For legally required services by German Public Auditors, in particular audits, the respective legal limitations of liability, in particular the limitation of liability pursuant to § 323 Abs 2 HGB, apply.
(2) Insure neither a statutory limitation of liability is applicable, nor an individual contractual limitation of liability exists, the liability of the German Public Auditor for claims for damages of any other kind, except for damages resulting from injury to life, body or health as well as for damages that constitute a duty of replacement by a procuring party pursuant to § 1 ProdHaftG [German Product Liability Act: Produkthaftungsgesetz], for an individual case of damages caused by negligence is limited to € 4 million pursuant to § 54a 1 Nr 2 WPO.
(3) The German Public Auditor is entitled to invoke demurrers and defenses based on the contractual relationship with the engaging party also towards third parties.
(8) An individual case of damages within the meaning of paragraph 2 also includes a relation to a uniform damage arising from a number of breaches of duty. The individual case of damages encompasses all consequences from a breach of duty regardless of whether the damages occurred in one year or in a number of successive years. In this case, multiple acts or omissions based on the same source of error or on a source of error of an equivalent nature are deemed to be a single breach of duty if the matters in question are legally or economically connected to one another. In this event the claim against the German Public Auditor is limited to € 5 million. The limitation to the foreseeable minimum amount insured does not apply to compulsory works required by law.

(9) A claim for damages expires if a suit is not filed within six months subsequent to the written refusal of acceptance of the indemnity and the engaging party has been informed of this consequence. This does not apply to claims for damages resulting from scientific, a culpable injury to life, body or health as well as for damages that constitute a liability for replacement by the provider pursuant to § 1 ProdHaftG. The right to invoke a plea of the statute of limitations remains unaffected.

10. Supplementary provisions for audit engagements

(1) If the engaging party subsequently amends the financial statements or management report audited by a German Public Auditor and accompanied by an auditor’s report, he may no longer use this auditor’s report.

If the German Public Auditor has not issued an auditor’s report, a reference to the audit conducted by the German Public Auditor in the management report or any other public reference is permitted only with the German Public Auditor’s written consent and with a wording authorized by him.

(2) If the German Public Auditor revokes the auditor’s report, it may no longer be used. If the engaging party has already made use of the auditor’s report, then upon the request of the German Public Auditor he must give notification of the revocation.

(3) The engaging party has a right to five official copies of the report. Additional official copies will be charged separately.

11. Supplementary provisions for assistance in tax matters

(1) When advising on an individual tax issue as well as when providing ongoing tax advice, the German Public Auditor is entitled to use as a correct and complete basis the facts provided by the engaging party – especially numerical disclosures; this also applies to bookkeeping engagements. Nevertheless, he is obliged to indicate to the engaging party any errors he has identified.

(2) The tax advisory engagement does not encompass procedures required to observe deadlines, unless the German Public Auditor has explicitly accepted a corresponding engagement, in which case the engaging party must provide the German Public Auditor with all documents required to observe deadlines – in particular tax assessments – on such a timely basis that the German Public Auditor has an appropriate lead time.

(3) Except as agreed otherwise in writing, ongoing tax advice encompasses the following work during the contract period:

a) preparation of annual tax returns for income tax, corporate tax and business tax, as well as wealth tax returns, namely on the basis of the annual financial statements, and on other schedules and evidence documents required for the taxation, to be provided by the engaging party;

b) examination of tax assessments in relation to the taxes referred to in (a);

c) negotiations with tax authorities in connection with the returns and assessments mentioned in (a) and (b);

d) support in tax audits and evaluation of the results of tax audits with respect to the taxes referred to in (a);

e) participation in petition or protest and appeal procedures with respect to the taxes mentioned in (a);

In the aforementioned tasks the German Public Auditor takes into account material published legal decisions and administrative interpretations.

(4) If the German Public Auditor receives a fixed fee for ongoing tax advice, the work mentioned under paragraph 3 (d) and (e) is to be remunerated separately, except as agreed otherwise in writing.

(5) Insofar the German Public Auditor is also a German Tax Advisor and the German Tax Advice Remuneration Regulation (Steuercertifizierungsgesetz) is to be applied to calculate the remuneration, a greater or lesser remuneration than the legal default remuneration can be agreed in writing (Textform).

12. Electronic communication

Communication between the German Public Auditor and the engaging party may be via e-mail. In the event that the engaging party does not wish to communicate via e-mail or sets special security requirements, such as the encryption of emails, the engaging party will inform the German Public Auditor in writing (Textform) accordingly.

13. Remuneration

(1) In addition to his claims for fees, the German Public Auditor is entitled to claim reimbursement of his expenses; sales tax will be billed additionally. He may claim appropriate advances on remuneration and reimbursement of expenses and may make the delivery of his services dependent upon the complete satisfaction of the claims. Multiple engaging parties are jointly and severally liable.

(2) If the engaging party is not a consumer, then a set-off against the German Public Auditor’s claims for remuneration and reimbursement of expenses is admissible only for undisputed claims or claims determined to be legally binding.

14. Dispute Settlement

The German Public Auditor is not prepared to participate in dispute settlement procedures before a consumer arbitration board (Verbraucherstreitbeilegungsverwaltung) within the meaning of § 2 of the German Act on Consumer Dispute Settlements (Verbraucherstreitbeilegungsverordnung).

15. Applicable law

The contract, the performance of the services and all claims resulting therefrom are exclusively governed by German law.
In our discussions before submitting a letter of interest to the SWA and this subsequent RFP, we have spoken with, through Kevin McGinley staff at:

1. SWA
2. Lake Worth Drainage District (LWDD)
3. Palm Beach County Road & Bridge
4. Palm Beach County PZB Dept
5. Palm Beach County Property Real Estate Management (PRME)
6. Commissioners offices

In conclusion, Horizon 880 is building a system and Facility with up to 100% methane reduction from the stall residuals repurposed in Palm Beach County. In addition, it is designed to be environmentally conscious with no to low emissions, no to low odor and no to low off-gassing.

F. The qualifications (as they relate to the proposed use) of the PROPOSER or firm

Horizon 880 is focused on the equine bedding market. The team is made up of senior business individuals that have experience in project management, finance, engineering oversight and with specific expertise in the equine/animal bedding and recycling market. We have sourced and partnered with international technology and manufacturing companies with a proven track record in wood shavings, drying, heating, separating and bagging, to deliver a system from engineering design, equipment installation to plant commissioning and operations in order to de-risk this project.

Horizon 880 LLC has a permit to compost at its site office at 23800 CR880 Loxahatchee.

Horizon 880 LLC is owned by Mr. Robert Rogers & Mr. Albert Rogers. Prolime Corporation is owned by Mr. Robert Rogers. Prolime is Locally owned and operated for over 30 years and is a long-standing supplier of environmental and agricultural solutions specifically in the remediation and reuse of lime from the water softening plant in West Palm Beach. In Michigan, Bob Rogers has designed and built one of the first Lime recycling facility in 2018 (video is attached in the USB stick.) Horizon 880 LLC was created to build and operate this equine recycling facility in Palm Beach County and is owned and operated by Mr. Robert Rogers & Mr. Albert Rogers. Prolime is backing and guaranteeing the Horizon 880 LLC lease and project.

Paul Cross CEO and Head Designer of HiPoint designed the “HPAB process © “for repurposing stall residual and is a Horizon 880 partner. Mr. Cross was part of the first research team to recycling horse bedding. Over five years of designing and redesigning the process to a successful facility to recycle and resell stall residuals back to the local community. Design, and monitoring sit with the HiPoint group. Mr. Cross has written white papers on the return of the great equine manure crisis, methane off-gassing in equestrian manure and holds two patents.

The design of the process has been validated by environmental engineering firm Wood LLC formally Amec Foster Wheeler. Wood LLC a multi-billion international engineering firm that continues to consult on Plant efficiency design, providing site-specific oversight of the repurposing system. This validation includes Plant site design, site engineering and verification of the bedding system process. To protect against environmental concern, their study already states our recycling process will use low to no emissions without the use of Chemicals or Polymers, which can be harmful to horses and the environment. Wood LLC has verified the viability of the process. (See Addendum 4: study excerpts)
3. A list of current or recently completed projects undertaken by the PROPOSER that are similar/related to the proposed use. Provide dates, locations, status, and other pertinent information to assist in determining the PROPOSER’S experience and background.

- **Horizon 880 Composting Facility** 2018/19 operating permit
  
  Florida Dept of Environmental Protection registration for Composting Facility located at 28300 County Road 880. (See addendum 9):

- **Wet or Dry Lime sludge Hauling contract** WPB since2015 to present
  
  Since 2015 West Palm Beach Public Utilities has used Bob & Al Rogers to load haul and repurpose approximately 50,000 cubic yards of Wet or Dry Lime sludge per year from West Palm Beach Water Treatment Plant. (See addendum 10)

- **Prolime Agricultural LLC** operational 2018/2019
  
  Newly designed recycling facility to dry and pelletize lime is ready for operation in 2019. A video is attached to the USB stick

- **Wood shavings Recycling Facility** Vancouver B.C. R&D facility to validate the process of repurposing stall residuals 2016
  
  Since 2010 Paul Cross has been building recycling facilities in equestrian and dairy industries. The Delta facility took over 1 ton of stall residuals per hour, recycled and resold virtually pathogen free shavings to the local community using separation and rotary drum drying techniques.

- **Trident Dairy bedding and nutrient recovery** 2017 Fairoaks Indiana
  
  In 2017/18 Paul worked with Trident Processes to better understand recycling and repurposing of manure. Liquid Dairy manure can be separated and have the water content reduced to be repurposed for bedding and further separated using polymers, for anaerobic digestion and fertilizer cake. The facility built at Fairoaks handles 14,000 cows per day.
A summary of any litigation filed against the PROPOSER in the past three years, which is related to the proposed use. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

- There has been no litigation filed against PROPOSER in the past three years.

J. A statement of PROPOSER’S financial stability, including information as to current or prior bankruptcy proceedings. Include a copy of financial report and/or annual report.

- Horizon 880 LLC through its owners’ directors and investment sources have the financial stability to complete this project.
- There has been no bankruptcy proceeding against the PROPOSER.

K. At least one (1) current financial reference (name, address, and phone number) that the AUTHORITY may contact in relation to the PROPOSER’S financial strength.

Bank Reference: PNC Bank
6099 26 Mile Road
Washington, MI 48094
Contact: Lisa Ross, phone # 586-697-8002
Email: lisa.ross@pnc.com

Trade Reference: Allied Trucking of Palm Beach, L.L.C.
2701 Vista Parkway,
Unit A-8
West Palm Beach, FL 33411
Contact: Abby Lopez
Phone 561-932-0641
Email alopez@alliedtk.com
Acct # 5319

L. A statement about PROPOSER’S insurability for proposed use.

- A letter from Accord Insurance is attached stating carrier VTC Insurance group has given Horizon 880 LLC; a named insured, the coverage required and can be provided. (See addendum 15)
In the height of the season there are approximately 12,000 horses in Wellington alone creating 12,000 tons per month of stall residuals. Throughout Palm Beach County that number rises and the estimated waste in PBC is 200,000 tons (source PBC public record.) The annual spend for bedding and bedding removal in PBC increases, and the County acknowledges there is a need for a comprehensive environmentally responsible plan for the removal of wasted horse bedding.

The equine industry of Palm Beach County including Wellington is an essential part of the national, state and local economies. It is diverse, involving agriculture, business, sport, entertainment, and recreation. It continues growing every year. Global statistics state that there are 59 million horses with 100’s of regions having a high populous of horses, humans, and racetracks creating a trillion-dollar global industry. (FAOSTAT 2014) (USEF & AHCF American Horse Council Foundation) (See Addendum 17)

To date, much of the horse bedding manure is being buried, compacted, composted, incinerated, or spread on cropland. However, multiple reports show the nutrient value of high wood shavings in horse manure is depleting soil nutrition - not adding to it. The lignin in wood does not break down quickly, creating a low-grade compost material, allowing for leaching and off-gassing of the manure when left to decompose. Disposal at one of the current legal sites has found that the wood shavings have not composted down in a timely manner and has not been as successful as hoped. We are confident that we could receive much of this feedstock at our facility as well. (letter attached)

Wellington creates 120,000+ tons of horse waste shavings between November and April every year. There are 8,000 Horses within an 8-mile radius with up to 12,000 in the Winter months. Wellington is one of the most highly populated horse regions in North America. This Facility capitalizes on taking up to 59,000 tons of waste shavings to the Horizon 880 location, processing the bedding, and returning clean bedding to the same farms. Reclaimed bedding is not a one-time operation like pelletization rather it can be repurposed in multiple cycles reducing waste, reducing environmental impact, and increasing local spending and profits.

This central location is within just 12-mile radius covers all of Wellington and much of PBC reducing transportation costs, emissions and long-haul bedding contracts. (See addendum 14)

The current generation of riders and horse owners understand the sustainability issues associated with ethical horse ownership. Horizon880 reclaimed shavings plant offers a methodology of environmental stewardship. Instead of discarding their bedding, they can now re-use their horse bedding with the very best in clean reuse technology. Our Facility will create a new product that is healthier for horses’ respiratory system and their physical health than when it was on new or other bedding types (including straw – see report) The small separated fibers are carried and mixed with the manure and are processed creating a value-add soil amendment.

The USD 6.5 Million project cost will have net returns under four to five years, with ongoing accumulative revenues for the next twenty years with the extended lease.
4.6 Income

Provide sufficient information to demonstrate that the PROPOSER has the financial capability to execute the plan and adhere to the requirements of the lease document. This could include audited company financial statements, revenue potential, supply/purchase agreements, including quantities for products produced at the proposed facility and to be delivered to various customers.

- See addendum for Financials and US Sugar letter for feedstock. (see addendum 18_19_20)

**Business proposal value proposition.**

1. **SWA: Leased the proposed land, utilities available on site.**

   | I. Land Lease agreement for "as is" land at Benoit Farms Road |
   | II. Land Leased Tenant agreement for 20 years. |
   | III. Utilities verified at the site. |

2. **Horizon 880 LLC: Covers equipment, build out and operations through an SPC**

   | I. Financially sound capitalization guaranteed by Proline covering insurances and liabilities |
   | II. Equipment costs and installation |
   | III. First-year operations including maintenance of equipment |
   | IV. Sales and Marketing efforts |
   | V. Receives profits and runs a flagship location in Palm Beach County |

3. **Evaluated Facility Project Costs: Covers costs to build, to manufacture and to become net positive.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Price</th>
<th>Cost Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.  Land Prep &amp; Utilities</td>
<td>$650,000</td>
<td>Land prep including zoning and permits</td>
</tr>
<tr>
<td>II. Lease Agreement</td>
<td>$14,100 / Acre / Year</td>
<td>500 Benoit Farms Road long-term lease</td>
</tr>
<tr>
<td>III. Buildings installed</td>
<td>$1,200,000</td>
<td>Land prepared flat to grade to build</td>
</tr>
<tr>
<td>IV. Equipment installed</td>
<td>$5,400,000</td>
<td>HORIZON 880 HPAB</td>
</tr>
<tr>
<td>V.  First Year Operations</td>
<td>$1,000,000</td>
<td>HORIZON 880 HPAB</td>
</tr>
</tbody>
</table>
Biosecurity

William McClounie and expert on waste management biosecurity is currently creating a program for equine biosecurity and will establish a best management practice for all HORIZON 880 HPAB facilities.

Horse manure as solid waste is excluded from Federal EPA Solid Waste regulation because it neither contains significant amounts of hazardous chemicals nor exhibits dangerous characteristics. The chemical constituents of horse manure are not toxic to humans. Horses’ digestive systems do not contain significant levels of two waterborne pathogens of great concern to human health, Cryptosporidium or Giardia; neither do they contain significant amounts of the bacteria E. Coli 0157: H7 or Salmonella. Fungus, viruses, bacteria, and worms found in horses have never been shown to infect humans and are unlikely to be zoonotic.

We have been in communication with many labs including Horse racing & Olympic drug testing laboratory Maxxam (www.maxxam.ca). They stated that due to the many tons of bedding being continuously mixed and processed hourly, + dilution + out of body inactivity + temperature steam sterilization, there is little to no chance of drug bedding contamination.

Walter Brandi Manager of Siliker Labs states the coliform group, or bacteria includes genera that would be present in stall residuals are characterized as thermotolerant and at temperature are “killed” The absence of these bacteria will always indicate decontamination of the product. Siliker also tested a full range of diseases, bacteria’s, non-fecal pathogens and confirmed their “destruction.”

Value Proposition. Project Highlights.

- Horizon880 will build this flagship facility to take in used bedding for equestrian season 2020
- Financial returns are excellent, quick ROI with viable long-term profitability.
- Our technology companies and engineers are proven in recycling agricultural bedding recovery
- Our management team has been in the agriculture and recovery industries for over 30 years
- Current disposal methods are limited, and the waste shavings can be redirected to Horizon 880
- We have the attention and support from government agencies, the horse community & haulers.
- Our site is only 10+ miles from Wellington much closer than most.
- The process is viable with proven and patented technology
- Attaining to be the forerunner in recycling for the foreseeable future
- Our operations are fully automated to reclaim the shavings from waste horse bedding efficiently
- Health and Safety – The bedding quality is better than the original with added health benefits

Currently, most wood shavings bedding is not tested for safety. The HPAB safety protocols will be in place to perform Standardized Microbiological & Mycotoxins & Chemical Analyses of the bedding on a regular basis.
FITZGIBBON TOIGO & CO. LLC (FINRA/SIPC member)
412 Park Street, Upper Montclair, NJ 07043
Tel: 973-746-4944  Fax: 973-746-2121

12/17/18

Horizon 880 LLC
2441 16th Street NE
Naples, Florida 34120

Mr. Paul Cross & Mr. Bob Rogers,

Fitzgibbon Toigo & Co. LLC (FTCO) has reviewed the Florida project and process to recycle horse stall residuals and the market that it represents. FTCO believes the approach is both advantageous to the environment and the equestrian marketplace as well as a viable economic project for funding assistance.

Our review of your business plan for this project, makes us believe it has the potential to be a successful, profitable venture. It is a long-term environmental answer to waste management, and FTCO is pleased to be the Investment Bank raising the money on 500 Benoit Farms Road, West Palm Beach Florida on behalf of Horizon 880 LLC.

Best wishes,

Brian X. Fitzgibbon
CEO, President

Securities are offered through Fitzgibbon Toigo & Co. LLC (FTCO)– Member FINRA/SIPC
FTCO is a registered broker dealer with the SEC and a member of the Financial Industry Regulatory Authority (FINRA). It enters into agreements with Managers and Fund(s) to render certain marketing/consulting services, including but not limited to acting as an Investment Bank or placement agent. FTCO is not affiliated with the Manager other than as an independent contractor. The Manager compensates FTCO for its services by paying FTCO a fee. Information on specific fee arrangement between FTCO and manager is available upon request. Investment in alternative products such as Project Financings, Hedge Funds, Private Equity or Real Estate may contain highly speculative investments and are not intended as a complete investment program. Substantial risks of investing including illiquidity exist when investing in Privately offered Investment partnerships which are unregistered private investment funds or pools. You could lose all or a substantial portion of your investment. You must have the financial ability, sophistication, experience, and willingness to bear the risks of the investment and is not suitable or desirable for all investors. Information is intended for institutional and/or qualified or accredited investors and only such investors should invest. This communication, including attachments, is for informational purposes only and is intended only for the exclusive use of addressee and may contain proprietary, confidential and/or privileged information. If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this communication and destroy any and all copies of this communication. Information on FTCO is available through FINRA’s Broker Check site.
MEMORANDUM

TO: Vice Mayor Maria Sachs, Chair
and Solid Waste Authority Board Members

SUBJECT: Prepayment of Debt

RECOMMENDATION: Authorize the use of General Reserve Funds to facilitate the prepayment of debt.

Adopt Resolution 2023-02 authorizing the prepayment of a portion of the October 1, 2024, Mandatory Sinking Fund Payment of the Authority Refunding Revenue Bonds Series 2021.

BACKGROUND:

Staff is seeking authorization to prepay a portion of the October 1, 2024, Mandatory Sinking Fund Payment for the Authority’s Refunding Revenue Bonds, Series 2021.

A portion of the October 2024 maturity of the 2021 bonds ($15,000,000) held by Key Government Finance (“Key Bank”) has been identified as a potential target for early payment. In accordance with the prepayment provisions provided by Key Bank, these bonds can be prepaid at any time without penalty with the payment of principal and interest accrued up to the date of prepayment. The total amount of this payment is estimated to be $15,022,599 plus costs assuming the transaction is completed on June 21, 2023.

The funds are available in the General Reserve which, after prepayment, would have a projected yearend balance of $119,599,629. This exceeds the required balance pursuant to Board policy of $34,344,954. The use of these funds for this purpose will result in budgetary savings of $15,100,440 in the FY 2024 Disposal Budget and improve debt service coverage.

Staff recommends adoption of Resolution 2023-02.

BUDGET IMPACT: None in the current fiscal year.
ATTACHMENTS: Resolution 2023-02

REVIEWS:

Director: Date: 5/17/23

Director of Contract Compliance: Date: 5/17/23

Chief Officer: Date: 5/17/23

Chief Finance Officer: (as required) Date: 5/17/23

Legal Counsel: (as required) Date: 

Executive Director: Date: 5/17/23
RESOLUTION No. 2023-02

A RESOLUTION OF THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY ("AUTHORITY"); (I) AUTHORIZING THE PREPAYMENT OF A PORTION OF THE OCTOBER 1, 2024 MANDATORY SINKING FUND PAYMENT OF THE AUTHORITY'S REFUNDING REVENUE BONDS, SERIES 2021; (II) AUTHORIZING THE PROPER OFFICERS OF THE AUTHORITY TO DO ALL ACTS NECESSARY AND PROPER FOR CARRYING OUT THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; (III) PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS OR PROCEEDINGS; AND (IV) PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Solid Waste Authority of Palm Beach County (the "Authority") is authorized to issue its bonds and notes pursuant to the provisions of Chapter 2001-331, Laws of Florida, Special Acts of 2001, as amended, and other applicable provisions of law (collectively, the "Act"); and

WHEREAS, pursuant to that certain Indenture of Trust dated as of December 1, 1984 (the "Original Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, National Association (appointed as successor trustee), as trustee (the "Trustee"), as heretofore amended and supplemented (collectively, the "Indenture") and the Act, the Authority may issue bonds for the acquisition, construction and equipping of additions, extensions, improvements and betterments to the Authority's Solid Waste System; and

WHEREAS, pursuant to the Indenture and the Twenty-Third Supplemental Indenture of Trust (the "Twenty-Third Supplemental Indenture") dated July 6, 2021, by and between the Authority and the Trustee, the Authority issued its Refunding Revenue Bonds, Series 2021 (the "Series 2021 Bonds"); and

WHEREAS, the Governing Board has determined it to be in the best interest of the Authority to authorize the prepayment of up to $15,000,000 principal amount of the October 1, 2024 mandatory sinking fund payment of the Series 2021 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY THAT:

SECTION 1. Definitions. All capitalized terms used in this Resolution not otherwise herein defined shall have the meanings ascribed to such terms in the Indenture.

SECTION 2. Prepayment Authorized. In accordance with the provisions of Section 206 of the Twenty-Third Supplemental Indenture, the prepayment of up to $15,000,000 principal amount of the October 1, 2024 mandatory sinking fund payment of the Series 2021 Bonds is hereby authorized and approved. The Executive Director and Chief Financial Officer are hereby authorized to apply available moneys in the General Reserve Fund to prepay up to $15,000,000 of the principal of and accrued interest on the October 1, 2024 mandatory sinking fund payment of the Series 2021 Bonds.
Series 2021 Bonds. In connection with such prepayment, the Executive Director and the Chief Financial Officer, upon consultation with the Authority’s financial advisor, are each authorized and directed to select the date of prepayment, send a notice of prepayment as required by the Twenty-Third Supplemental Indenture, and file such notices with the Electronic Municipal Market Access service of the Municipal Securities Rulemaking Board as may be required or appropriate.

SECTION 3. Further Authorization. The Chair, Vice Chair, Secretary, Chief Financial Officer and Executive Director, and other proper officers of the Authority, are and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.

SECTION 4. Repeal. All resolutions or proceedings, or parts thereof, in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed.

The foregoing resolution was offered by __________________, who moved its adoption. The motion was seconded by __________, and upon being put to a vote, the vote was as follows:

**MEMBER**                      **VOTE**
MARIA SACHS
MARIA G. MARINO
SARA BAXTER
GREGG K. WEISS
MICHAEL A. BARNETT
MARCI WOODWARD
MACK BERNARD

The Chair thereupon declared the resolution duly passed and adopted this ___ day of ____________, 2023.

Vice Mayor Maria Sachs, Chair
Solid Waste Authority of Palm Beach County

ATTEST:

__________________________________________
Sandra Vassalotti, Clerk
Solid Waste Authority of Palm Beach County