AGENDA

SOLID WASTE AUTHORITY BOARD
REGULAR MEETING
AUGUST 23, 2023
9:30 AM

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

REVISED: 8/17/2023
CAC Recommendations
CAC Minutes: 8/16/2023

1. CALL TO ORDER
   ROLL CALL
   INVOCATION
   PLEDGE OF ALLEGIANCE

2. AGENDA: Additions / Deletions

3. MINUTES: June 14, 2023 [Approve]

4. MINUTES: A) Citizens’ Advisory Committee
   August 16, 2023 [Receive & File]
   
   B) Small Business Advisory Committee
   June 6, 2023 [Receive & File]

5. RECOMMENDED CONSENT AGENDA

   a. Keep Palm Beach County Beautiful, Inc. Agreement

      Recommendation: Authorize the Executive Director to execute an agreement with
      Keep Palm Beach County Beautiful, Inc. for Litter Education/Prevention, Environmental
      Enhancement and Clean-Up Programs for a period of three (3) years with an
      option to extend an additional three years, subject to legal sufficiency approval by General Counsel.

      CAC Recommendation: Support staff’s recommendation.

   b. Resource Depot, Inc. Agreement

      Recommendation: Authorize the Executive Director to execute an agreement with
      Resource Depot, Inc. for a reusable resource center for a period of three (3) years with an option to extend an additional three
      (3) years, subject to legal sufficiency approval by General Counsel.

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

c. Law Enforcement Service Agreement with Palm Beach County Sheriff’s Office

**Recommendation:** Authorize the Executive Director to execute Law Enforcement Service Agreement with the Palm Beach County Sheriff’s Office and to allow for a three percent (3%) increase subject to legal sufficiency approval by General Counsel.

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

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

**Recommendation:** Authorize the Executive Director to execute a contract with AECOM for providing Professional Hydrogeological Consulting and Engineering Services for the Deep Injection Well System, subject to legal sufficiency approval by General Counsel.

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

e. Designated Facility Authorization for Coastal Waste & Recycling of Broward County, LLC (Coastal) in Pompano Beach, 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 Broward County, LLC facility in Pompano Beach, Florida, effective through August 31, 2024.

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

f. Central County Transfer Station Mango Orchard – Mango Harvesting License Agreement

**Recommendation:** Authorize the Executive Director to exercise the second and final option to renew License Agreement with Christians Reaching Out to Society, Inc. (CROS) to allow the harvesting of mangoes for an additional five-year period through October 9, 2028.

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

  g. Evaluation Committee Recommendation and Award of Contract for Providing Professional Consulting Engineering Services for the Biosolids Processing Facility

  Recommendation: Authorize the Executive Director to execute a contract with CDM Smith Inc. 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.

  h. Recommendation and Award of Contract for Professional Engineering Services Associated with the Continued Operations and Maintenance of the Recovered Materials Processing Facility

  Recommendation: Authorize the Executive Director to execute Agreement 23-608 with Enviro-Services & Constructors, Inc. d/b/a RRT Design & Construction for Consulting Engineering Services related to the continued operations and maintenance of the Recovered Materials Processing Facility, subject to legal sufficiency approval by General Counsel.

  CAC Recommendation: Support staff’s recommendation.

  i. Solid Waste Management Facility Permit Issuance – Dan Griffin Sod Company, Inc.

  Recommendation: Authorize the Executive Director to issue Operation Permit #DG 0082 YT23 to Dan Griffin Sod Company, Inc., for Yard Trash composting, for a period of one (1) year, effective through August 31, 2024.

  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 2024

   **Recommendation:**
   - Adopt the Budget
   - Approve the Assessment & Tip Fee Rates
   - Approve the Tip Fee Rate Schedule
   - Adopt Resolution 2023-03
   - Adopt Resolution 2023-04
   - Adopt Resolution 2023-05

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

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

   None.

9. **NEW BUSINESS**

   A. **EXECUTIVE DIRECTOR** (Dan Pellowitz)
      
      None.

   B. **LEGAL COUNSEL** (Michael Jones, Attorney)
      
      None.

   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)
      
      None.

   F. **PLANNING & ENVIRONMENTAL PROGRAMS** (Mary Beth Morrison, Director)
      
      None.

   G. **FINANCIAL MANAGEMENT SERVICES** (Paul Dumars, Chief)
      
      None.
10. OTHER SCHEDULED MATTERS

11. COMMENTS BY GENERAL COUNSEL

12. COMMENTS BY AUTHORITY STAFF
   - Presentation: Lithium Battery Campaign Update

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, October 11, 2023, at 9:30 AM - Regular Meeting

"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

JUNE 14, 2023
9:30 A.M.

PRESENT:  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

ABSENT: None

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
         Jessica Winter, Recycling, Education and Marketing Manager
         Howard J. Falcon, III, 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:

• Re-Order Item 9.G.1 – Prepayment of Debt to immediately follow Item 6 – Matters by the Public

MOTION BY COMMISSIONER MARINO TO APPROVE THE REGULAR BOARD MEETING MINUTES OF APRIL 12, 2023, AS PRESENTED. SECONDED BY COMMISSIONER BAXTER AND CARRIED WITH A 7-0 VOTE.

MOTION:
Approve Board Minutes from 4/12/2023
MOTION BY MAYOR WEISS TO RECEIVE AND FILE THE DRAFT CITIZENS' ADVISORY COMMITTEE MEETING MINUTES OF JUNE 7, 2023, SECONDED BY COMMISSIONER BAXTER AND CARRIED WITH A 7-0 VOTE.

MOTION BY COMMISSIONER MARINO TO RECEIVE AND FILE THE DRAFT SMALL BUSINESS ADVISORY COMMITTEE (SBAC) MEETING MINUTES OF APRIL 4, 2023. SECONDED BY COMMISSIONER BAXTER AND CARRIED WITH A 7-0 VOTE.

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

MOTION BY COMMISSIONER MARINO TO APPROVE THE CONSENT AGENDA AS PRESENTED. SECONDED BY COMMISSIONER BAXTER AND CARRIED WITH A 7-0 VOTE.

Mr. Pellowitz stated that staff was seeking Board approval for the prepayment of a portion of the October 1, 2024, Mandatory Sinking Fund Payment for the Authority’s Refunding Revenue Bonds, Series 2021, using General Reserve Funds, and adoption of Resolution 2023-02. The use of these funds would result in budgetary savings of $15M in the FY 2024 Disposal Budget and mitigate any significant rate increases.

MOTION BY MAYOR WEISS TO APPROVE STAFF’S 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’s Refunding Revenue Bonds Series 2021.) SECONDED BY COMMISSIONER WOODWARD AND CARRIED WITH A 7-0 VOTE.

For the record, Mr. Pellowitz read aloud Resolution 2023-02 caption into the Minutes.
Mr. Dumars introduced Budget Manager, Christina Richards, who presented the Authority’s 2024 FY proposed budget.

Ms. Richards re-capped the 2023 FY adopted budget and provided a detailed presentation of the proposed 2024 FY budget. The proposed budget was prepared for the TRIM notice and included the $15M debt service savings that the Authority would realize from the prepayment of the callable 2021 Series Bonds presented under Item 9.G.1.

- **Summary of proposed changes from the 2023 FY budget:**
  - Residential Disposal Assessments
    - Single-Family: $190/year ($6 increase)
    - Multi-Family: $104/year ($4 increase)
    - Mobile Home: $181/year ($7 increase)
  - Governmental Assessments: $149/ton ($7 increase)
  - Commercial Disposal Assessments (average increase of 6.5%)
    - Low: $5 increase per thousand square feet
    - Medium: $13 increase per thousand square feet
    - High: $75 increase per thousand square feet
  - Mandatory Collection Rates updated as contracted, including a Refuse Rate Index adjustment of 4.49% and April 2023 Fuel Price Index which was up 34.7% from the contract base. SAS 1-4 and 6 rates remained relatively flat to FY 2023, excluding SA3 and SA4 curbside rates which increased $1 and $2 per year, respectively, from the extraordinary rate increase requested by FCC and approved by the Board in October 2022. SA 5 rates were updated under their piggyback contract with City of South Bay, and the FY 2024 proposed budget included $32K in Collection Reserves to keep all SAS comparable.
  - Total Revenues up $11.9M with Disposal Revenues up $11.5M. Staff recommended a $5/ton increase to the Building Debris/Land Clearing Tipping Fee from $60/ton to $65/ton which was included in the proposed budget.
  - Staff did not propose the use of General Reserves for Disposal Assessments.
  - Disposal Operating Expenses up $12M.
  - Cost of Living Adjustment: 5.5%
  - Blighted Community Litter Cleanup and Abatement Grant Program: $750K
  - Increase to FTE headcount by one (1) for a new Equipment Operator Trainee.
  - Debt Service projected to decrease by $15M, with Debt Service Coverage calculated at 1.63 resulting from the prepayment of the Authority’s 2021 Series Bonds.
  - Mandatory Collection expenses up $187K.

Mr. Pellowitz provided additional and historical information as follows:

- Staff’s proposed budget attempts to keep collection rates flat to 2023. Funds from the increased fuel budget in 2023 that were not experienced were pushed forward into the FY 2024 budget.
- The $1/year rate increase for SA3 and $2/year increase for SA4 resulted from the minimum wage hike of up to $15/hour approved by the voters ($1 increments through 2026). In August 2022, FCC, who uses a sub-contract labor company, requested, and in October 2022, the Board approved, an extraordinary rate increase for both service areas. This number will increase approximately $.10/month each year through the end of the contract in 2026.
- Prepayment of Debt resulted in single-family disposal rates at $190 rather than $203. The Authority’s philosophy has been to provide for modest increases in the disposal
rates so that it can ultimately approach rates that reflect what the system costs. Applying General Reserves to buy down rates is not possible on a continuing basis.

- Projected capital improvements:
  - Cells 25 and 26 landfill expansions, approximately 20 acres of landfill space, at a cost of $25M-$30M. In August, staff may request an increase in the Capital Budget for at least half of that cost to pre-fund the project now with reserves rather than having future rates impacted by the need to fund this project in one year.
  - Renewable Energy Facility (REF) #1 contract expires 2029 and has a five-year extension available. There is the potential to replace REF#1 or come up with an alternative by 2029 or 2034. Constructing a new waste-to-energy facility to replace REF#1 would cost between $1.2B and $1.5B. REF#2 cost $700M+ to build and was brought online and on time with no rate increase. Mr. Pellowitz was doubtful that REF#3 would result in the same. He stated that it was important to maintain current reserves since there may be a need to cash-fund a portion of REF#3.

He explained that Debt Service Coverage is a Trust Indenture bond covenant that the Authority’s coverage be a minimum of 1.10. This is calculated by taking revenues, subtracting operating expenses, and divide that number by Debt Service. He noted that the Authority has consistently stayed at or above 1.30 because 1.10 does not get the Authority a AA+ bond rating with S&P or a AA2 rating with Moody’s.

Mr. Pellowitz continued to say that the proposed budget will be presented again in August for Board approval. The rates approved today would be for the purpose of the TRIM Notice. The rates can go down in August, but they cannot go up.

Mayor Weiss expressed his pleasure at how Mr. Pellowitz manages the Solid Waste Authority, stating that it is a testament to being smart. He added that the citizens of Palm Beach County are very well served by how well the system is operated.

**MOTION:**
Approve proposed budget; assessment and Tip Fee rates for the required notice; and continue the public hearing until August 23, 2023.

**SECONDED BY COMMISSIONER MARINO FOR DISCUSSION.**

Commissioner Baxter concurred with Mayor Weiss and added that the budget was well constructed and presented.

**MOTION CARRIED WITH A 7-0 VOTE.**

Mr. Kari stressed the importance of educating the public on the proper handling of lithium-ion batteries which pose an inherent risk of fire in the waste stream. He introduced Ms. Winter who gave a presentation on the Authority’s recently launched lithium-ion battery public education campaign. Topics highlighted included: Lithium-ion Batteries: What’s the Problem; Industry Response to the Problem; SWA & PBC Fire Rescue Public Education Campaign to Address the Problem; and Partnership with PBC Fire Rescue.

Lithium-ion battery drop-off locations:

- SWA’s Home Chemical and Recycling Centers (7 locations)
- Retailers (Home Depot, Lowe’s, Best Buy, Staples, and Batteries Plus Bulbs)
- Visit swa.org/lib to find locations.

Ms. Winter informed that alkaline batteries (i.e., AA, AAA, C, D, etc.) can be safely disposed of in garbage containers.
In response to Commissioner Marino, Mr. Pellowitz stated that the current franchise hauler contract does not provide for haulers to collect lithium-ion batteries separately at the curb. This service would have to be negotiated with the haulers in the next contract to determine feasibility.

Mayor Weiss stated that he would speak with the Florida Association of Counties about labeling devices so that people are aware of the types of batteries they contain. He suggested getting cities involved in the campaign process.

**MOTION BY COMMISSIONER MARINO TO RECEIVE AND FILE STAFF’S REPORT, SECONDED BY COMMISSIONER WOODWARD AND CARRIED WITH A 7-0 VOTE.**

Vice Mayor Sachs requested that staff provide an update at the August Board meeting about the status of the program and if there is anything that the Board can do to assist.

Mr. Kari provided an update on the Authority’s 20-year lease agreement with Horizon 880, LLC (Horizon), now HiPoint Agro Bedding, Florida, LLC (HiPoint), for the lease of a 5.25-acre parcel to be used solely for the processing of equine residuals.

- Original lease granted Horizon eighteen months rent-free, or December 18, 2020, to obtain all permits.
- Since 2019, HiPoint has been granted multiple time extensions to obtain all permits and deferral of lease payments.
  - December 2021, HiPoint failed to pay lease payment, requested a deferral, had financial issues, and requested the permit deadline be extended to March 31, 2022 (Amendment #1).
  - May 2022 (Amendment #2): HiPoint was granted a lease payment deferral and a new deadline to apply for all permits by October 12, 2022.
  - January 2023, HiPoint failed to make the lease payment and was sent a Notice of Default. Lease payment was made after the February Board meeting.
  - February 2023 (Amendment #3): New deadline for applying for all permits extended to May 9, 2023.

Mr. Kari informed that, to date, HiPoint had not met all the conditions required by Amendment #3 of their lease agreement. In addition, there was a discrepancy in the availability of funds, whereby the cost estimate for the project reflected $15M required, but HiPoint’s accountant indicated that the proof of funds was $3M; and HiPoint missed the deadline for permit applications. Since October 2022, eight months elapsed, and the permit status has not changed.

Mr. Pellowitz summarized that HiPoint was technically in default of the lease amendment by not having applied for their permits. Per the lease agreement, this default would trigger a sixty-day cure period upon which the inability to cure, in essence apply for permits, could result in termination of the lease if desired by the Board. He informed that the Citizens’ Advisory Committee’s position was to grant HiPoint until December 18, 2023, to submit all permit applications. Failing to do so would result in termination. He continued to say that staff and General Counsel were prepared to assist the Board in formalizing a motion to affect their desired direction.

Commissioner Marino expressed her disappointment in HiPoint’s performance and was not supportive of another extension or holding up the process of giving the Authority an opportunity to repurpose the property with another agency.

Mr. Paul Cross, HiPoint representative, stated that the lease and taxes were paid in May 2023, and HiPoint has the funding groups in place and was ready to move forward.
Commissioner Baxter questioned Mr. Cross as to why HiPoint has yet to apply for permits.

Mr. Cross responded that he was not the “permit person”, and the two people in Palm Beach County tasked with applying for HiPoint’s permits have requested an additional $400K.

Mr. Pellowitz informed the Board that it approved Amendment #3 in February 2023, and HiPoint’s representative stated that the permit applications could be submitted by May 2023. He expressed concern over the lack of meaningful progress, and HiPoint’s ability to build and operate the facility. The Authority is not in the business to lease property but did so to solve a county-wide problem. HiPoint is four years into the lease and the problem is no closer to being solved by them. He expressed concern regarding the risk to the Authority in terms of the impairment of the property if HiPoint starts but does not complete construction, or they construct a building that is not viable. In addition, four years ago the construction cost in HiPoint’s proposal was $5.5M, now it is over $15M; and the market has changed with a significant amount of this material, particularly Wellington’s, flowing north to Compost USA in Central Florida.

He continued to say that the inability to move the permit process forward is a red flag.

In response to Commissioner Baxter, Attorney Falcon explained that the default provision of the lease states that the Authority must give the contractor Notice of Default and then the contractor would have sixty (60) days in which to cure. In the event the contractor does not cure within sixty (60) days, the Authority has the right to terminate at a date fifteen (15) days or greater after that. In essence, HiPoint would have seventy-five (75) days within which to cure. He noted that Mr. Kari indicated that there is little chance that HiPoint would be able to cure within seventy-five (75) days. If that is the case, the Authority would seek eviction through the courts.

Commissioner Baxter clarified that the cure would be HiPoint applying for permits.

Attorney Falcon concurred.

Commissioner Baxter stated that she would support terminating the lease agreement with the seventy-five (75) days within which to cure.

Mr. Cross requested the Board honor HiPoint’s lease to December 18, 2023, since it has made the lease payment and paid the property taxes. Per his representative managing the permit process, HiPoint cannot submit its permit applications in seventy-five (75) days, but it could do it in six (6) months.

Commissioner Baxter stated that all matters to date had to be taken into consideration, and she did not have confidence that if HiPoint was able to get through the permitting process, that it would be a smooth transaction.

Motion by Commissioner Baxter to terminate the lease agreement. Seconded by Mayor Weiss for discussion.

Mayor Weiss questioned what the Authority’s investment has been to date.

Mr. Kari replied that the Authority has spent approximately $500K, not including $60K that Palm Beach County Road and Bridge spent for the intersection improvements.

Mayor Weiss stated that he did not see this project being able to move forward and was not supportive of providing additional staff time or extensions. He supported terminating the lease.

Commissioner Barnett requested staff outline the risks and financial impacts the Authority would incur if the lease were cancelled or allowed to continue until December 18, 2023.
Mr. Pellowitz stated that there would be no financial impact to the Authority. The risk would be limited to potential litigation and the uncertain outcome of that litigation. He believed the Authority was on strong legal footing.

Attorney Falcon suggested the motion authorize the Executive Director to default the tenant and to pursue all remedies under the lease including eviction.

**MOTION AMENDED BY THE MAKER AS FRAMED BY ATTORNEY FALCON**

[Authorize the Executive Director to default the tenant and to pursue all remedies under the Lease including eviction. SECONDER AGREED AND THE MOTION WAS CARRIED WITH A 7-0 VOTE.]

Mr. Pellowitz expressed appreciation to the Board for its time, to the Finance staff for preparing a very good budget, particularly Ms. Richards, and all other staff for the job they do.

**CONFIRMATION OF MEETING:**

Wednesday, August 23, 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
AUGUST 16, 2023
1:30 P.M.

PRESENT:
John Gentithes, Chair (At-Large)
Donald Foster (District 2)
Rafael Amaro (District 3)
Arnie Straus (District 4)
Lori Vinikoor, (District 5)
Ray Maher (District 6)
Jeffrey Blank (At-Large)

ABSENT:
Dee Sabers, Vice Chair (At-Large)
Robbie Littles (District 7)
Byron Lasseter (At-Large)

STAFF:
Dan Pellowitz, Executive Director
Howard Falcon, Legal Counsel
Ramana Kari, Chief Engineer
Patrick Carroll, Chief Operating Officer
Paul Dumars, Chief Financial Officer
Mary Beth Morrison, Director of Environmental Programs
Paul Gonsalves, Director of Customer Information Services
Christina Richards, Budget Manager
Jessica Winter, Recycling, Education and Marketing Manager
Kathy Levas, Acting Clerk

Chair, John Gentithes, called the Citizens’ Advisory Committee meeting to order at 1:30 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 JUNE 7, 2023, AS PRESENTED. SECONDED BY RAY MAHER AND CARRIED WITH A 7-0 VOTE (Ms. Sabers, Mr. Littles, and Mr. Lasseter absent).

CAC Meeting Minutes
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CONSENT AGENDA

Item 5.a  Keep Palm Beach County Beautiful, Inc. Agreement
Item 5.b  Resource Depot, Inc. Agreement
Item 5.c  Law Enforcement Service Agreement with Palm Beach County Sheriff’s Office
Item 5.d  Evaluation Committee Recommendation and Award of Contract for Providing Professional Hydrogeological Consulting and Engineering Services
Item 5.e  Designated Facility Authorization for Coastal Waste & Recycling of Broward County, LLC (Coastal) in Pompano Beach, Florida
Item 5.f  Central County Transfer Station Mango Orchard – Mango Harvesting License Agreement
Item 5.g  Evaluation Committee Recommendation and Award of Contract for Providing Professional Consulting Engineering Services for the Biosolids Processing Facility
Item 5.h  Recommendation and Award of Contract for Professional Engineering Services Associated with the Continued Operations and Maintenance of the Recovered Materials Processing Facility
Item 5.i  Solid Waste Management Facility Permit Issuance – Dan Griffin Sod Company, Inc.

Ms. Vinikoor inquired into the money involved in the two clean up agreements, Items 5.a and 5.b.

Mr. Pellowitz explained that the Solid Waste Authority appropriates funds through a grant agreement with Keep Palm Beach County Beautiful and they advise on how the money is spent in compliance with their agreement. While infrequent, any money unspent is carried over.

Regarding the Resource Depot Agreement, Ms. Jessica Winter, Recycling, Education and Marketing Manager, explained the $20,000 increase in that agreement was due to continuing increases in rent. Resource Depot is considering a future purchase of property.

MOTION BY DONALD FOSTER SUPPORTING CONSENT AGENDA [Receive and file.]. SECONDED BY LORI VINIKOOR AND CARRIED WITH A 7-0 VOTE (Ms. Sabers, Mr. Littles, and Mr. Lasseter absent).

PUBLIC HEARING/WORKSHOP

Item 1.  Proposed Budget – FY 2024

Mr. Pellowitz stated that staff is seeking final approval of the budget which has been refined since it was first presented in June. Highlights include:

- slight decreases in both Disposal and Collection rates;
- higher than anticipated interest income; and
- $12M being appropriated for landfill closure and construction projects.

A brief re-cap of the budget published on the 2023/2024 TRIM notice and updated fiscal year 2024 proposed budget slides were presented by Ms. Christina Richards, Budget Manager.

Mr. Pellowitz stated that Service Area 5 is a cooperative purchase agreement with the City of South Bay which was the most cost-effective way to service the approximately 2,000 units in that area. This contract is different than the franchise agreements entered into for the other service areas and uses a different inflation index.
PUBLIC HEARING/WORKSHOP, cont.

Mr. Pellowitz also explained that the Solid Waste Authority’s financial system is a closed system with the primary objective being to provide rate stability. Any money not spent flows into the General Reserve Fund which is then available for any lawful purpose. It is typically used to fund capital projects and pay down debt.

In response to Ms. Vinikoor, Mr. Pellowitz stated that the interactive touchtable, originally developed in 2015, was a critical element of the Education Program and had become obsolete. An EPA grant application to cover the cost to replace the table has been submitted.

MOTION BY LORI VINIKOOR SUPPORTING STAFF’S RECOMMENDATION [Adopt the Budget; Approve the Assessment & Tip Fee Rates; Approve the Tip Fee Rate Schedule; Adopt Resolution 2023-03; Adopt Resolution 2023-04; and Adopt Resolution 2023-05]. SECONDED BY RAY MAHER AND CARRIED WITH A 7-0 VOTE (Ms. Sabers, Mr. Littles, and Mr. Lasseter absent).

COMMENTS BY STAFF

Ms. Jessica Winters, joined by Elyse Weintraub Brown from Palm Beach County Fire Rescue, presented updated information on the Solid Waste Authority’s campaign to bring public awareness to the fire hazards related to lithium batteries.

Tesla car fires and other lithium battery issues were discussed.

DISCUSSION OF OTHER MATTERS

Mr. Maher pointed out that due to redistricting in the Iron Horse neighborhood, he is now a resident of District 2 representing District 6.

Mr. Pellowitz recommended waiting until CAC appointments are made in February to address the issue and will bring his recommendation to Commissioner Baxter.

CONFIRMATION OF NEXT MEETING: October 4, 2023

MEETING ADJOURNED: 2:11 PM

ATTEST:

John Gentithes, Chair

Kathleen A. Levas, Acting Clerk
## ATTENDANCE LIST

<table>
<thead>
<tr>
<th>MEMBER</th>
<th>DIST.</th>
<th>10/2022</th>
<th>02/2023</th>
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Next scheduled meetings:
October 4, 2023
December 6, 2023
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
SMALL BUSINESS ADVISORY COMMITTEE
June 6, 2023
9:00 A.M.

PRESENT: Michelle DePotter (District 3)
         Erica Daley (District 4)
         Rolando Barrero (District 5)
         Kesnel Theus (District 7)
         Junaid Akther, Chair (District 2)
         Selena Samios (At-Large)
         Sara Perez (District 6)

ABSENT:  Karen Lau (District 1)
         Bruce Lewis, Vice Chair (At-Large)
         Angeleta Gray (At-Large)

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

CALL TO ORDER
Mr. Akther called the Small Business Advisory Committee (SBAC) meeting to order at 9:03 A.M.

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

PLEDGE TO THE FLAG
Mr. Akther led the Pledge of Allegiance to the Flag.

NEW MEMBER
Mr. Akther welcomed the new member from District 6, Ms. Sara Perez Commissioner of the City of Pahokee.

AGENDA
Mr. Akther called for a motion to approve the agenda. Ms. Robbs requested an amendment to agenda item number six stating April monthly report will be presented instead of March. Mr. Akther then called for a motion to approve the amended agenda. A motion was moved by Ms. Samios and second by Ms.
DePotter. With no objections, the agenda was adopted.

**APPROVAL OF MINUTES**

Mr. Akther asked the Committee for a motion to approve the April 4, 2023, minutes as submitted. Mr. Barrero moved to accept the minutes, and second by Mr. Theus. With all in favor, the minutes were adopted with no objections.

**SBAC Election of Officers**

**Chair:**
Mr. Akther started off by nominating himself as Chair of the SBAC and opened the floor for other nominations. Mr. Theus also proceeded and nominated Mr. Akther for Chair as well.

Mr. Barrero nominated Ms. DePotter as Chair. Ms. DePotter advised she will serve at the will of the Committee and is happy to exercise her leadership if needed to do so, thus accepting the nomination.

Mr. Theus motioned to close nominations for Chair, and second by Mr. Barrero.

Mr. Akther requested to poll the Member for a vote, with a 6-1 vote, Mr. Akther was elected as Chair.

**Vice Chair:**
Ms. Robbs informed the Committee that the current Vice Chair, Mr. Lewis expressed interest to serve for another term. Mr. Akther made a motion to nominate Mr. Lewis for Vice Chair.

Ms. Samios made a motion to nominated Ms. DePotter for Vice Chair.

Ms. Samios motioned to close nominations for Vice-Chair and seconded by Mr. Barrero.

Mr. Akther requested to poll for a vote, with a 6-0 vote, Ms. DePotter was elected as Vice Chair.

**EBO PROGRAM MONTHLY REPORT & UPDATES**

Mr. Akther proceeded to the EBO monthly report.

Ms. Robbs began by congratulating the new Chair, and Vice Chair, and welcoming the new member Ms. Sara Perez.

Ms. Robbs started by highlighting the mission of the EBO Department. She further stated that the EBO Program is responsible for ensuring that all businesses including small, local, minority, and women-owned businesses have an equal opportunity to do business with SWA. The department was started when the Governing Board approved our policy back in June 2018. The department
reaches 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. Ms. Robbs presented the EBO April 2023 Monthly Report:

<table>
<thead>
<tr>
<th>SECTION</th>
<th>DESCRIPTION</th>
<th>April 2023 DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor Registration</strong></td>
<td>Number of Registered and Certified Firms</td>
<td>Registered: 1,271</td>
</tr>
<tr>
<td></td>
<td>Breakdown of Registered Certified Vendors by Certification Type</td>
<td>S/M/WBE Certified: 381</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total 738 (most vendors holding multiple certifications)</td>
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<tr>
<td></td>
<td></td>
<td>MWBE: 181</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MBE: 320</td>
</tr>
<tr>
<td></td>
<td></td>
<td>WBE: 135</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SBE: 102</td>
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<tr>
<td><strong>Solicitations Advertised with APIs Applied</strong></td>
<td>Lists Projects with Goals (e.g., Affirmative Procurement Initiatives (API) are used to set preference goals.)</td>
<td>- ITB 23-05 - Landscaping of Six (6) Transfer Stations (Certified S/M/WBE Only)</td>
</tr>
<tr>
<td><strong>Solicitation Reviews</strong></td>
<td>Number of informal and formal procurement requests received from various SWA departments which are reviewed by the Contract Compliance Specialists.</td>
<td><strong>Informal</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Received: 20</td>
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<tr>
<td></td>
<td></td>
<td>Completed: 19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract Value: $74,650.67</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Completed Reviews only)</td>
</tr>
<tr>
<td><strong>ITBs/RFPs Reviewed/ Pending Contract Award/ Contract Execution w/APIs</strong></td>
<td>Summary of the different types of procurements in process.</td>
<td><strong>Formal</strong></td>
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<tr>
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<td>Received: 3</td>
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<td></td>
<td></td>
<td>Completed: 3</td>
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<tr>
<td></td>
<td></td>
<td>Contract Value: $ 1,067,000.00</td>
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<td>(Completed Reviews only)</td>
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<td></td>
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<td>- RFQ 23-602 - Professional Hydrogeological Consulting Services - (SBE Evaluation Preference for Prime Bidders)</td>
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<td>- RFQ 23-604 - CES For Water/Wastewater and Electrical Utility Systems - (20% S/M/WBE Subcontracting)</td>
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<tr>
<td>Contract Type Summaries (Monthly &amp; Program Performance YTD)</td>
<td>Contracts being monitored, contracts awarded and payments.</td>
<td></td>
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<tr>
<td>----------------------------------------------------------</td>
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<td>- RFQ 23-605 - Solid Waste Management Services for Indenture of Trust - (10% SBE Subcontracting)</td>
<td></td>
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<tr>
<td>- RFQ 23-606 - Consulting Engineering Services For Landfill And Landfill Gas Systems - (5% S/M/WBE Subcontracting Participation)</td>
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<thead>
<tr>
<th>Program Performance 10/01/2018-04/30/2023</th>
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<tr>
<td># Of Contracts: 431</td>
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<tr>
<td>Award Amt: $418,487,466</td>
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<tr>
<td>Goal: 28.3%</td>
</tr>
<tr>
<td>Prime Payments: $330,678,556</td>
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<td>SMWBE Payments: $84,602,961</td>
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<td>Participation: 25.6%</td>
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<th>04/01/2023-04/30/2023</th>
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<td># of Contracts: 1</td>
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<tr>
<td>Award Amt.: $200,000</td>
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<tr>
<td>Goal: 100%</td>
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<td>Payments: $0.00</td>
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<tr>
<th>Contract List (Reporting Month)</th>
<th>Breakdown of all formal contracts (with or without goals) being monitored for contract compliance.</th>
</tr>
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<tbody>
<tr>
<td>One (1) contract; with goal.</td>
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</table>

Lastly, Ms. Robbs stated that in April the FY2022 Annual Report was presented to the SWA Governing Board, where we were able to achieve 28% in Formal Contracts, and 22% in Informal Contracts.

At the end of the monthly report presentation the Committee request the EBO staff to email the Annual Report Memos from the years of 2018 – 2022.

OUTREACH UPDATE

Ms. Asberry began by expressing how eventful the past month has been. Ms. Asberry spotlighted Transformation Tuesday and thanked everyone on the Advisory Committee who has been able to help by being a part of the events. The topics at these events were “Building an Effective Team”, and “Best Practices for Entrepreneurs”. Ms. Asberry advised that if these events were missed, the videos are available online at https://swa.org/746/EBO-Events.

Ms. Asberry continued by highlighting the next upcoming event the SWA Business PowerNet. The EBO Department partners with Palm Beach County, City of West Palm Beach, South Florida Water Management District & FSMSDC to share up-coming bid opportunities and certification information.
In addition, Ms. Asberry added that the next Transformation Tuesday will be taking place on June 27 at 9am, with the topic being Harnessing the Power of Intentional Communication, with Stacy Jackson.

Next, Ms. Asberry discussed the upcoming opportunities for Community Exchange Events in the months of August & September. She requested board members for their inputs and assistance with locations or events that they may be aware of where EBO can attend and meet with vendors face to face and give hands on assistance with registration.

Ms. Asberry also announced that they are now partnering with La Guia to reach out to the Hispanic community with efforts to encourage vendors to register and get certified.

Mr. Theus, then advised that Kamp Kreole will be hosting 10th Annual Music and Food Festival with 5000 plus attendees. Ms. Asberry expressed thanks for the information.

Mr. Barrero inquired about the PowerNet event and if we will be having information on how to get certified. Ms. Asberry did confirm that the other organizations who are able to certify have their own individual booths and that information and more will be available.

**DISCUSSION OF OTHER MATTERS**

Mr. Akther moved to the final item on the agenda and asked staff if there is anything additional that needs to be addressed. Ms. Samios expressed thanks and gratitude to be involved in Transformational Tuesdays, and the amount of info you can take from these sessions are immense. She also congratulated the new Chair and Vice Chair. Ms. Perez thanked everyone for welcoming her to the Committee and shared that she will do her best during her time of serving.

**MEETING ADJOURNMENT**

Mr. Akther requested a motion to adjourn the meeting, which was moved by Ms. Samios and seconded by Mr. Barrero. With all in favor and there being no further business, the meeting was adjourned at 9:51 A.M.

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

Attest:

Colleen M. Robbs, Director, EBO Office
## SMALL BUSINESS ADVISORY COMMITTEE

June 6, 2023

### ATTENDANCE LIST

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<td>Karen Lau</td>
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<td>Junaid Akther</td>
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<td>Michelle DePotter</td>
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<td>Sara Perez</td>
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<td>Kesnel Theus</td>
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<td>Vacant as of 12/24/2022 (Maria Antuna)</td>
<td>At-Large</td>
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### Next Scheduled Meetings:
- August 8, 2023
- October 3, 2023
- December 5, 2023

**Unexcused Absence**
MEMORANDUM

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

SUBJECT: Keep Palm Beach County Beautiful, Inc. Agreement

RECOMMENDATION: Authorize the Executive Director to execute an agreement with Keep Palm Beach County Beautiful, Inc. for Litter Education/Prevention, Environmental Enhancement and Clean-Up Programs for a period of three (3) years with an option to extend for an additional three years, subject to legal sufficiency approval by General Counsel.

BACKGROUND:

Keep Palm Beach County Beautiful, Inc. (KPBBC) is the local non-profit affiliate of Keep America Beautiful. Its mission is to improve the quality of life in Palm Beach County through litter prevention education, beautification efforts and environmental stewardship. In addition to its own programs, KPBBC also promotes Adopt-A-Spot, the Authority’s community services anti-litter program.

Staff requests authorization to enter into a new agreement with a three-year term effective October 1, 2023.

BUDGET IMPACT: Sufficient funds budgeted in 2023/2024 budget.

ATTACHMENTS: Agreement

REVIEWS:

Director: Date: 8/11/23
Director of Contract Compliance: Date: 8/11/23
Chief Officer: 
Finance: (as required) Date: 8/3/23
Legal Counsel: (as required) 
Executive Director: 

ITEM 
Page # 59
AGREEMENT FOR

LITTER EDUCATION / PREVENTION, ENVIRONMENTAL ENHANCEMENT AND CLEAN-UP PROGRAMS

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

KEEP PALM BEACH COUNTY BEAUTIFUL, INC.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FLORIDA 33412
(561) 640-4000
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<thead>
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<tr>
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<tr>
<td>2. Services to be Performed by Contractor</td>
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<td>3. Compensation</td>
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<td>4. Insurance</td>
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<td>5. Indemnification</td>
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<td>6. Independent Contractor</td>
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<td>7. Authority to Practice</td>
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<td>8. Compliance with Laws</td>
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<td>9. Availability of Funds</td>
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<td>10. Authority's Responsibilities</td>
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<td>11. Termination for Convenience</td>
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<td>12. Uncontrollable Forces</td>
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<td>13. Remedies</td>
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<td>14. Commercial Non-Discrimination Policy</td>
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<td>18. Modification</td>
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<td>22. Inspector General</td>
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<td>23. Notice</td>
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<td>26. Equal Business Opportunity Program</td>
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<td>27. Equal Business Opportunity Program-Compliance</td>
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<td>28. Affirmative Procurement Initiative-Compliance</td>
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<td>29. Scrutinized Companies</td>
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<td>30. Agreements with other Governmental Entities</td>
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<td>31. Third Party Beneficiary Disclaimer</td>
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<td>32. E-Verify-Employment Eligibility</td>
<td>11</td>
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<td>33. Public Entity Crimes</td>
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B. Grant Guidelines and Reporting Requirements | 14 |
C. Grant Monthly Expense Report | 15 |
D. Insurance Requirements Checklist | 16 |
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, is made and entered into as of September _____, 2023, by and between the Solid Waste Authority of Palm Beach County, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and Keep Palm Beach County Beautiful, Inc. (hereinafter referred to as CONTRACTOR), a private, not for profit, 501(c)(3) corporation, whose Federal Employer Identification Number is 65-0117981:

Whereas, AUTHORITY, in accordance with the Solid Waste Special Act is required to enhance the beauty and quality of the environment, conserve our natural resources, prevent the spread of disease and the creation of nuisances, protect the public health, safety, and welfare, and provide a coordinated resource recovery and waste management program for Palm Beach County; and,

Whereas, AUTHORITY, requires certain services as described herein to meet the state’s goal that local governments initiate litter control and prevention programs; and,

Whereas, CONTRACTOR represents it is capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be October 1, 2023, through September 30, 2026.

Term of Agreement shall be for a three (3) year period as per the Effective Date, unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending the Agreement for three (3) additional years, as approved by the Governing Board, at the same terms and conditions. Extension of the Agreement beyond the initial period, and any option subsequently exercised, is an AUTHORITY prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the AUTHORITY. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform the services as specifically stated in the Scope of Work, attached hereto and made a part hereof as Exhibit A, and/or as may be specifically designated and authorized by the AUTHORITY.

ARTICLE 3 - COMPENSATION

3.1 The AUTHORITY shall award to CONTRACTOR a Grant in the amount of $170,000 per term. Within ten (10) business days after October 1st, the AUTHORITY shall provide CONTRACTOR with a $170,000 advance in Grant funds. On the 10th day of each month thereafter, CONTRACTOR shall submit to AUTHORITY’S Community Service Manager a report to consist of Exhibit C Grant Monthly Expense Report, which is attached hereto and incorporated by reference as part of this Agreement. Grant Guidelines and Reporting Requirements are defined, and the amounts of Grant monetary award ($170,000) are defined in Exhibit B that is attached hereto and incorporated by reference as part of this Agreement.

3.2 CONTRACTOR agrees to actively solicit private and other governmental sponsors and members to provide additional operating funds.

3.3 AUTHORITY acknowledges that the CONTRACTOR’S program emphasizes that the solicitation of private and other governmental donations is a major source of funding for the program. Use of the AUTHORITY in any form for solicitation purposes without written approval will be prohibited under the terms of this Agreement.
ARTICLE 4 - INSURANCE

The CONTRACTOR 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.

The CONTRACTOR shall, at its sole expense, obtain and maintain insurance reflecting the minimum amounts and conditions specified in the Insurance Requirements Checklist. If the CONTRACTOR is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the CONTRACTOR’S insurance coverage, policies or capabilities may be grounds for rescission of any ensuing agreement(s). Certificate(s) of insurance are required indicating that coverage is in full force and effect and 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.” Notice shall not be less than (30) days for any cancellation, non-renewal, or material change to the insurance coverages and not less than ten (10) days for non-payment of premium. The requirements contained herein, as well as AUTHORITY’S review or acceptance of insurance maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement. In the event that sub-contractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless AUTHORITY for any claim in excess of the sub-contractor’s insurance coverage, to the extent that insurance meeting the limits would have afforded coverage to the AUTHORITY, as indicated in the Insurance Checklist.

ARTICLE 5 - INDEMNIFICATION

5.1 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 CONTRACTOR agree to allocate such liabilities in accordance with this Article 6.

5.2 Indemnification:

The CONTRACTOR shall indemnify and hold harmless 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.

5.3 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 Article shall survive.

ARTICLE 6 - INDEPENDENT CONTRACTOR

6.1 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 volunteers perform the work, and in all respects the CONTRACTOR’S relationship and the relationship of its employees or volunteers to the AUTHORITY shall be that of an Independent Contractor and not as employees or agents of the AUTHORITY.

6.2 The CONTRACTOR assumes responsibility for all operating expenses including, but not limited to; promotional items, advertising, printing, t-shirts, garbage bags, waste container rental, and collection services. No additional funds or in-kind services shall be provided by the AUTHORITY except as defined herein.

6.3 The CONTRACTOR shall not pledge the AUTHORITY’S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
ARTICLE 7 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, including its 501(c)(3) status, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 8 - COMPLIANCE WITH LAWS

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

ARTICLE 9 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

ARTICLE 10 - AUTHORITY’S RESPONSIBILITIES

10.1 AUTHORITY, in conjunction with the CONTRACTOR’S Executive Director, shall be responsible for providing information on hand required by CONTRACTOR, including existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY.

10.2 The CONTRACTOR’S Executive Director, shall at all times make recommendations to the CONTRACTOR’S Board who shall have the exclusive authority to make formal decisions on behalf of the CONTRACTOR and accept, reject or modify any recommendations made to the CONTRACTOR’S Board. The Executive Director of the CONTRACTOR shall not have the legal authority to bind the CONTRACTOR in any matter or agreements without the approval of the CONTRACTOR’S Board. However, the CONTRACTOR’S Executive Director shall have the authority to handle ministerial matters on behalf of the CONTRACTOR. Such ministerial matters include any matter necessary to maintain the smooth and efficient operation of the CONTRACTOR’S ongoing projects and day-to-day matters and the CONTRACTOR’S Executive Director shall endeavor to keep the CONTRACTOR’S Board promptly informed of same. The CONTRACTOR’S Executive Director shall also be a co-signor together with the authorized representative of the CONTRACTOR’S Board on the CONTRACTOR’S bank accounts and shall have use of the CONTRACTOR’S credit or debit card(s) for purchases approved by its Board or for day-to-day operations set forth herein.

10.3 The AUTHORITY shall pay the cost of disposal for neighborhood and coastal clean-up events sponsored by the CONTRACTOR. CONTRACTOR shall notify the Project Liaison no less than five (5) business days prior to a clean-up event and specify the anticipated volume of waste to be disposed. The AUTHORITY shall issue a voucher(s) to be presented at the landfill scales. Vouchers are date specific and can only be utilized for the specified clean-up project. Any unused vouchers must be immediately returned to the AUTHORITY. The AUTHORITY shall not pay for the cost of collection or container rental for CONTRACTOR sponsored events.

ARTICLE 11 – TERMINATION FOR CONVENIENCE

11.1 The AUTHORITY may, whenever the interests of the AUTHORITY so require, terminate the Agreement, in whole or in part, solely for the convenience of the AUTHORITY. The AUTHORITY shall give five (5) 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 the Agreement are terminated, the CONTRACTOR has the right to withdraw, without adverse action, from the entire Agreement.

11.2 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 and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful CONTRACTOR shall terminate outstanding orders and/or subcontracts related to the terminated work.

11.3 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.
ARTICLE 12 - UNCONTROLLABLE FORCES

12.1 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, war, riot, civil disturbance, sabotage, and governmental actions.

12.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and 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 the obligations of this Agreement.

ARTICLE 13 - 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 or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - 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.

ARTICLE 15 - WAIVER

A waiver by either AUTHORITY or CONTRACTOR 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.

ARTICLE 16 - SEVERABILITY

16.1 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 in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties

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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.

16.2 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 17 - ENTIRETY OF AGREEMENT

The AUTHORITY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONTRACTOR pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 18 - MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 20 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 21 - PUBLIC RECORDS, ACCESS AND AUDITS

21.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended effective July 1, 2022.

21.2 DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:

IF THE CONSULTANT 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
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL 33412
561-640-4000 EXT. 4606
RECORDSCUSTODIAN@SWA.ORG

21.3 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.
21.4 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 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.

21.5 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 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.

21.6 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.

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

ARTICLE 22 - 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.
ARTICLE 23 - NOTICE
Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

AS TO AUTHORITY
Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Executive Director of the Solid Waste Authority
Office No.: 561-640-4000 Fax No.: 561-640-3400

AS TO CONTRACTOR
Keep Palm Beach County Beautiful, Inc.
7501 N. Jog Road
West Palm Beach, Florida 33412
Attention: Linda Moreno, Executive Director
info@keeppbcbeautiful.org
No.: 561-6640-4000 Fax. No.: 561-6640-3400

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e., printed) after 5:00 p.m. on weekends or holidays, will be deemed received on the next business day.

The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and AUTHORITY.

ARTICLE 24 - CONTRACT ADMINISTRATION
Services of CONTRACTOR shall be under the general direction of the AUTHORITY’S Customer Information Services Contract Specialist or his/her successor/designee, who shall act as the AUTHORITY’S representative during the term of the Agreement.

ARTICLE 25 - KEY PERSONNEL
CONTRACTOR shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Executive Director
ARTICLE 26- 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 specific reference. The AUTHORITY’S Purchasing Manual can be found at https://swa.org/602/PURCHASING-MANUAL. The execution of this Agreement by the CONTRACTOR is an acknowledgement by the CONTRACTOR that it familiar with these provisions of the AUTHORITY’S Purchasing Manual and intends to be bound by same. Program tools and solicitation incentives are hereby referred to as the Affirmative Procurement Initiatives (API).

26.1 Affirmative Procurement Initiative (API):

The AUTHORITY has applied the following contract-specific Affirmative Procurement Initiative to this Agreement: The AUTHORITY has not applied a contract-specific Affirmative Procurement Initiative to this Agreement.

ARTICLE 27- Equal Business Opportunity (EBO) Program Compliance – General Provisions:

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

a) CONTRACTOR shall cooperate fully with the EBO Office and other AUTHORITY departments in their data collection and monitoring efforts regarding CONTRACTOR’s utilization and payment of all of its Subconsultants/Subcontractors and suppliers, including both S/WMBE and non-S/WMBE 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 Program Policy & Procedures, the timely reporting of payments, and entry of data into the Equal Business Opportunity Management System, and ensuring the timely compliance of its subconsultants and suppliers with this requirement. CONTRACTOR shall report and enter data by visiting swa.gob2g.com;

b) CONTRACTOR 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 on the part of CONTRACTOR or its Subconsultant/Subcontractors or suppliers;

c) CONTRACTOR 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/Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;

d) CONTRACTOR shall immediately notify AUTHORITY through the EBO or the Originating Department for this Agreement of any proposed changes to CONTRACTOR’s Subcontractor /Supplier Utilization Plan, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subconsultant /Supplier 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 CONTRACTOR of work previously designated for performance by Subconsultant/Subcontractor or supplier, substitutions of new Subconsultants, terminations of previously designated Subconsultants, or reductions in the scope of work and value of work awarded to Subconsultants/Subcontractors or suppliers by submitting a Change To Utilization Plan form (Exhibit C-1), and Post Award Vendor Subcontracting Waiver Request (Exhibit C-2), if applicable, and shall be subject to
advanced written approval by the Originating Department and the EBO;

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

f) CONTRACTOR shall retain all records of its Subcontractor’s 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/WMBE firms listed in a CONTRACTOR’s Subcontractor/Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/WMBE subconsultant(s), contractors or joint venture partner(s) towards attainment of S/WMBE firm utilization goals, and the CONTRACTOR and its listed S/WMBE firms may be subject to sanctions and penalties in accordance with the EBO Program Policy and Procedures;

h) CONTRACTOR acknowledges that the AUTHORITY will not execute an agreement for this project until the CONTRACTOR 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 CONTRACTOR has represented to AUTHORITY which primary commodity codes each registered Subconsultant will be performing under for this Agreement;

i) CONTRACTOR acknowledges that the AUTHORITY will not execute an agreement for this project until the CONTRACTOR provides an executed agreement with each of its S/WMBE Subconsultants or suppliers with a term that is the same as with this Agreement at a minimum.

ARTICLE 28 - Affirmative Procurement Initiatives – Compliance:

28.1 Prompt Payment:

Upon execution of this Agreement by CONTRACTOR, CONTRACTOR shall be required to submit to AUTHORITY accurate payment information with each invoice regarding each of its Subcontractors to ensure that the CONTRACTOR’s reported subcontract participation is accurate. CONTRACTOR shall pay its Subconsultants in compliance within timeframes 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.

28.2 Violations:

In addition to the above, CONTRACTOR 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, M/WBE for purposes of benefitting from the EBO Program;

b) Willfully falsify, conceal or cover up by a 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 S/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 S/MWBE for purposes of the EBO Program.
28.3 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 S/W/MBE 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 Governing Board approval); and
f) Liquidated damages equal to the difference in dollar value of S/W/MBE participation as committed to in the Agreement, and the dollar value of S/W/MBE participation as actually achieved.

ARTICLE 29 - SCRUTINIZED COMPANIES

29.1 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 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 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 must also be submitted at the time of renewal of this Agreement.

29.2 As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, this Agreement 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 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 shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of renewal of this Agreement.

ARTICLE 30 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

30.1 The CONTRACTOR agrees that this Agreement constitutes an offer to all State and local government agencies 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 CONTRACTOR deem it in the best interest of their business to do so.

30.2 The Agreement in no way restricts or interferes with any State or local government agencies of the State of Florida from re-solicitation.

ARTICLE 31 - THIRD PARTY BENEFICIARY DISCLAIMER

It is not the intention of these documents to create third party beneficiary status in any person or entity that is not a direct party to this Agreement. Further, this contract should not be construed or interpreted as creating any third-party beneficiaries.
ARTICLE 32 – E-VERIFY – EMPLOYMENT ELIGIBILITY

32.1 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.

32.2 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 a good faith belief that one of CONTRACTOR’S subcontractor/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 and CONTRACTOR shall immediately 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.

ARTICLE 33 - 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.
In Witness Whereof, the Solid Waste Authority of Palm Beach County, at a regular meeting thereof, by action of the Authority Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Executive Director, and Keep Palm Beach County Beautiful, Inc. has executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:
1. 
2. 

By: ____________________________
   Dan Pellowitz
   Executive Director

Approved as to Form and Legal Sufficiency:

By: ____________________________
   General Counsel to the Authority

KEEP PALM BEACH COUNTY BEAUTIFUL, INC.:

Attest:

________________________________________
   Corporate Secretary

Witness:
1. 
2. 

By: ____________________________

Name: ____________________________

Title: ____________________________

(Corporate Seal)

Approved by Authority Board on August 23, 2023, Item 5.B
1. Coordinate, along with the AUTHORITY Project Liaison, the Great American Cleanup. Actively promote involvement with Adopt-A-Highway, Adopt-A-Road and Adopt-A-Spot programs.

2. Conduct the Florida Coastal Cleanup each fall. Continue public education regarding the sources and problems of marine debris resulting from poor solid waste practices by individuals and businesses.


5. Assist with opportunities for involvement in volunteer cleanups and community improvement activities including promoting the use of AUTHORITY recycled paint.

6. Provide the AUTHORITY with advance notice of dates and times, and agendas for Board meetings and events.

7. Provide the AUTHORITY with copies of minutes of CONTRACTOR'S Board Meetings.

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Grant Guidelines and Reporting Requirements

1. The grant period shall coincide with the term of this Agreement. The method of payment for the Grant shall be an advance disbursement of $170,000 payable within ten (10) business days after October 1st. The total annual Grant funds available are $170,000.

2. CONTRACTOR shall provide AUTHORITY a monthly report with receipts for all expenditures incurred in the previous month. Travel costs shall be directly related to the scope of this grant and in accordance with F.S. 112.061. Each monthly report shall include a Grant Monthly Expense Report (Exhibit C) for expenditures that occurred in the preceding month. Completed monthly reports must be received by the 10th of the following month.

3. A final Grant Monthly Expense Report must be submitted no later than October 10th. Total annual Grant shall not exceed $170,000. Non-compliance with the reporting requirements herein may result in cancellation of this Agreement. The use of the funds shall be at the discretion of the CONTRACTOR but shall be limited to those incurred in the CONTRACTOR’S efforts to attain results as defined in Exhibit A Scope of Work.

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## GRANT MONTHLY EXPENSE REPORT

### Solid Waste Authority of Palm Beach County
Grantee: Keep Palm Beach County Beautiful, Inc.

<table>
<thead>
<tr>
<th>Expenditure</th>
<th>This Reporting Period to</th>
<th>Cumulative Grant Period October 1st to September 30th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Capital Costs</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>a. Equipment</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>b. Other* (explain)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2. Personnel</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>a. Salaries</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>b. Fringe Benefits</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>c. Contracts*</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3. Operating Subsidies</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>d. Rent</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>e. Utilities</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>f. Office Supplies</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>g. Other* (explain)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4. Operating Supplies</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5. Container Rental/Collection Fees</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6. Promotional Items</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7. Travel</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8. Training and Education</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9. Printing</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10. Advertising</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL EXPENDITURES:** $

* These items require written justification.

Grant Award: $ 170,000
Expenditure Year to Date: $ 0
Balance of Award: $

Prepared By: ___________________________ (Print name)
______________________________ (Signature)

KPBCB President: ___________________________ (Print name)
______________________________ (Signature)

Date: ________________
Expense Report Number: ________________

Date Rec'd by SWA __________________ Date Approved ________________ Date to Finance __________________
## Solid Waste Authority of Palm Beach County
### INSURANCE REQUIREMENTS CHECKLIST

<table>
<thead>
<tr>
<th>TYPE OF COVERAGE</th>
<th>MINIMUM COVERAGE LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Must be Included if marked “X”</strong></td>
<td><strong>Bodily Injury &amp; Property Damage</strong></td>
</tr>
<tr>
<td><strong>Comprehensive</strong></td>
<td><strong>Per Occurrence</strong></td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Primary Basis</td>
<td></td>
</tr>
<tr>
<td>(Please note special instructions →)</td>
<td><strong>General Aggregate or CSL</strong></td>
</tr>
<tr>
<td>X Occurrence Form</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>X Premises Operations</td>
<td><strong>Products – Comp/Op Aggregate</strong></td>
</tr>
<tr>
<td>Delete XCU Exclusion</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>X Products Completed Operations</td>
<td></td>
</tr>
<tr>
<td>X Contractual Liability/Cross Liability</td>
<td>Silica products exclusion must be eliminated if cement/concrete materials will be used during construction. Prior to accessing the SWA property or commencing activities under this agreement, the insured is required to provide the SWA with an acceptable certificate of insurance, including an Additional Insured, and Waiver of Subrogation endorsement. Minimum insurance coverage and limits marked on this list are required and must be no more restrictive than most recent ISO forms. A certificate must include the current date and list the SWA as a Certificate Holder. The prime firm is responsible, insurance requirements extend to employees and subcontractors. Endorsements must be listed by form name and number, or copies provided. The SWA may request copies of policy documents.</td>
</tr>
<tr>
<td>X Independent Contractors</td>
<td></td>
</tr>
<tr>
<td>X Personal Injury</td>
<td></td>
</tr>
<tr>
<td>Blasting</td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
</tr>
<tr>
<td>Watercraft – by exception for non-Owned or Hull/ P&amp;I (if used in project)</td>
<td></td>
</tr>
<tr>
<td>Pollution extension, CPL, or separate EIL</td>
<td></td>
</tr>
<tr>
<td><strong>Automobile Liability</strong></td>
<td><strong>Statutory Limits</strong></td>
</tr>
<tr>
<td>For contracted entity</td>
<td><strong>Occurrence</strong></td>
</tr>
<tr>
<td>Any Auto Covered or Scheduled</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>X Non-owned/Hired (if no owned vehicles)</td>
<td><strong>Aggregate</strong></td>
</tr>
<tr>
<td><strong>Workers’ Compensation</strong></td>
<td>$500,000.00</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td><strong>Disease</strong></td>
</tr>
<tr>
<td>If required F.S. Chapter 440/Federal Gov’t.</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>X Accidental Death and Dismemberment</td>
<td><strong>$10,000.</strong></td>
</tr>
<tr>
<td><strong>Umbrella/Excess Liability</strong></td>
<td><strong>Occurrence</strong></td>
</tr>
<tr>
<td>X Professional Liability/Errors and Omissions</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Environmental Impairment Liability (EIL), Contractor Pollution Liability (CPL)</td>
<td><strong>BI &amp; PD Aggregate or CSL</strong></td>
</tr>
<tr>
<td>Cyber Liability</td>
<td><strong>Each Loss</strong></td>
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<tr>
<td>Builder’s Risk</td>
<td><strong>$1,000,000.</strong></td>
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<tr>
<td>100% of Value</td>
<td><strong>Each Incident/Claim</strong></td>
</tr>
<tr>
<td>Property Under Construction</td>
<td></td>
</tr>
</tbody>
</table>

The SWA of Palm Beach County, its Officers, Employees and Agents must be named as an Additional Insured except for Workers’ Compensation and Employer’s Liability, Professional Liability, and Inland Marine. Vendor must use the following ISO form(s), or others approved by the SWA Risk Management: Additional Insured Endorsement Form(s) CG2010, and CG2026. Must use ISO Waiver of Subrogation Endorsement CG2404 except for Workers’ Compensation, Professional Liability, and Inland Marine. Include the SWA Agreement Title, Number, and specific project description on the certificate.
MEMORANDUM

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

SUBJECT: Resource Depot, Inc. Agreement

RECOMMENDATION: Authorize the Executive Director to execute an agreement with Resource Depot, Inc. for a reusable resource center for a period of three years with an option to extend an additional three years, subject to legal sufficiency approval by General Counsel.

BACKGROUND:

The nonprofit Resource Depot has been working for 24 years to divert clean, safe, reusable materials into the hands of people who can use them that would otherwise be destined for the landfill. Resource Depot’s community impact includes the reuse and repurposing of more than 69.7 tons per year of items into much needed arts and educational materials for the community to reuse and through direct sale to more than 800 monthly shoppers.

Resource Depot also delivers extensive outreach and education programs to more than 225,000 people of all ages each year throughout Palm Beach County. The organization encourages environmental stewardship through creative hands-on fun with their materials. They also educate through their GalleRE space, which houses local reuse art exhibits.

The 2019 relocation of Resource Depot to their current space has allowed the leveraging of community relationships. To continue to make the most of these longstanding relationships, Resource Depot is launching a referral network. Resource Depot continues to grow as a valued community leader by educating the residents and businesses of Palm Beach County to donate their materials for reuse.

While Resource Depot has experienced the growth that was anticipated with the move to their new location, increasing rental cost is a barrier to the continued growth of the organization and they need help staying in their current location. There is an interest by both the Authority and Resource Depot to continue the current relationship and to increase the funding level by $20,000 per year for a total expenditure of $200,000 per year.
Summary:
Staff is seeking the Board's approval for the renewal of the Resource Depot Agreement for an additional three (3) years.

BUDGET IMPACT: Cost for this Agreement will be budgeted as a part of the annual budget for each fiscal year.

ATTACHMENTS: Updated Agreement

REVIEWS:
REM Manager: Date: 7 Aug 2023
Director of Contract Compliance: Date: 8/1/23
Chief Officer: Date: 8/7/23
Chief Financial Officer (as required) Date: 8/3/23
Legal Counsel: (as required) Date: 
Executive Director: Date: 8/14/23
AGREEMENT FOR

A RESUSABLE RESOURCE CENTER

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

RESOURCE DEPOT, INC.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FLORIDA 33412
(561) 640-4000
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<td>20. Severability</td>
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<td>21. Entirety of Agreement</td>
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<td>23. Successors and Assigns</td>
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<td>26. Ownership of Documents</td>
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<td>27. Public Records, Access and Audits</td>
<td>7</td>
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<td>31. Key Personnel</td>
<td>9</td>
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<td>32. Small Business Enterprise (SBE)</td>
<td>9</td>
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<td>33. Scrutinized Companies</td>
<td>9</td>
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<tr>
<td>34. Agreements with other Governmental Entities</td>
<td>9</td>
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<td>35. Third Party Beneficiary Disclaimer</td>
<td>10</td>
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</tbody>
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## EXHIBITS

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<thead>
<tr>
<th>A.</th>
<th>Scope of Work</th>
<th>11</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.</td>
<td>Grant Guidelines and Reporting Requirements</td>
<td>12</td>
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<td>13</td>
</tr>
<tr>
<td>D.</td>
<td>Grant Application</td>
<td>14</td>
</tr>
<tr>
<td>E.</td>
<td>Activity / Initiative Report</td>
<td>15</td>
</tr>
</tbody>
</table>
This Agreement, is made and entered into as of October 1, 2023, by and between the Solid Waste Authority of Palm Beach County, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and Resource Depot, Inc. (hereinafter referred to as CONTRACTOR), a private, not for profit corporation, whose Federal Employer Identification Number is 65-0964759:

Whereas, AUTHORITY, in accordance with the Solid Waste Special Act is required to enhance the beauty and quality of the environment, conserve our natural resources, prevent the spread of disease and the creation of nuisances, protect the public health, safety, and welfare, and provide a coordinated resource recovery and waste management program for Palm Beach County; and,

Whereas, AUTHORITY, requires certain services as described herein to meet the state's goal that local governments initiate recycling and waste prevention programs; and,

Whereas, CONTRACTOR represents it is capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be October 1, 2023 through September 30, 2026.

Term of Agreement shall be for a three (3) year period as per the Effective Date, unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending the Agreement for three (3) additional years, as approved by the Governing Board, at the same terms and conditions. Extension of the Agreement beyond the initial period, and any option subsequently exercised, is an AUTHORITY prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the AUTHORITY. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform the services as specifically stated in the Scope of Work, attached hereto and made a part hereof as Exhibit A, and/or as may be specifically designated and authorized by the AUTHORITY.

ARTICLE 3 - COMPENSATION

3.1 The AUTHORITY shall award to CONTRACTOR a Grant in the amount of $200,000 per term as follows: Within ten (10) business days after October 1st, the AUTHORITY shall provide CONTRACTOR with a $50,000 advance in Grant funds. On the 10th day of each month thereafter, CONTRACTOR shall submit to AUTHORITY'S Recycling, Education & Marketing Manager a report to consist of Exhibit C Grant Monthly Expense Reimbursement Request, which is attached hereto and incorporated by reference as part of this Agreement. Upon receipt of the monthly reports, the AUTHORITY shall reimburse CONTRACTOR for operating expenses for the preceding month in an amount not to exceed 100% of the remaining Grant award. Grant Guidelines and Reporting Requirements are defined, and the amount of Grant monetary award ($200,000) is defined in Exhibit B that is attached hereto and incorporated by reference as part of this Agreement.
3.2 AUTHORITY acknowledges that the CONTRACTOR'S program emphasizes that the solicitation of private and other governmental donations is a major source of funding for the program. Use of the AUTHORITY in any form for solicitation purposes without written approval will be prohibited under the terms of this Agreement.

ARTICLE 4 - INSURANCE

4.1 During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.

1). General Liability Insurance with bodily injury limits of not less than $1,000,000 for each occurrence, and with property damage limits of not less than $1,000,000 for each occurrence.

2). Automobile Liability Insurance with bodily injury limits of not less than $1,000,000 for each person and not less than $1,000,000 for each accident and with property damage limits of not less than $1,000,000 for each accident.

3). Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $100,000 for each accident, $100,000 for each disease, and $500,000 aggregate.

4.2 Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

4.3 CONTRACTOR shall furnish AUTHORITY certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the AUTHORITY. CONTRACTOR shall include AUTHORITY as an additional insured on the General Liability and Automobile Liability insurance policy required by the Agreement. All of CONTRACTOR'S sub-contractors shall be required to include AUTHORITY and CONTRACTOR as additional insured on their General Liability insurance policies.

4.4 CONTRACTOR'S naming of the AUTHORITY as an additional insured on its liability policies pursuant to this Agreement shall afford coverage only for the grossly negligent and willful acts of CONTRACTOR pursuant to this Agreement and is limited to the terms and conditions of indemnity provisions in the Agreement. Notwithstanding anything herein to the contrary, CONTRACTOR shall in no way be responsible for the defense or indemnity of matters arising or resulting from the AUTHORITY'S negligence, errors or omissions or willful misconduct.

4.5 In the event that sub-contractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-contractors insurance coverage.

4.6 The CONTRACTOR 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.

ARTICLE 5 - STANDARD OF CARE

5.1 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.
5.2 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

6.1 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 CONTRACTOR agree to allocate such liabilities in accordance with this Article 6.

6.2 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.

6.3 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 Article shall survive.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 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 perform the work, and in all respects the CONTRACTOR’S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Contractor and not as employees or agents of the AUTHORITY.

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

ARTICLE 8 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

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

ARTICLE 10 - SUB-CONTRACTING

The AUTHORITY reserves the right to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities of any sub-contractor to perform properly under this Agreement.
If a sub-contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-contractor by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONTRACTOR be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES

The AUTHORITY shall be responsible for providing information on hand required by CONTRACTOR, including; existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY. The AUTHORITY shall provide up to, but not exceeding, compensation as defined in Paragraph 2 Exhibit B.

ARTICLE 14 - DEFAULT

14.1 The AUTHORITY may, by written notice of default to the CONTRACTOR, terminate the Agreement in whole or in part if the CONTRACTOR fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated non-performance, or does not remedy 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 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 procure goods and/or services similar to those terminated, and the CONTRACTOR shall be liable for any excess costs incurred due to this action.

14.2 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 Article 15 – Termination for Convenience.

ARTICLE 15 – TERMINATION FOR CONVENIENCE

15.1 The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate the Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) 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 the Agreement are terminated, the CONTRACTOR has the right to withdraw, without adverse action, from the entire Agreement.

15.2 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 and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful CONTRACTOR shall terminate outstanding orders and/or subcontracts related to the terminated work.

ITEM 5.B
15.3 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.

ARTICLE 16 - UNCONTROLLABLE FORCES

16.1 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, war, riot, civil disturbance, sabotage, and governmental actions.

16.2 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 the obligations of this Agreement.

ARTICLE 17 - 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 or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 18 – 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.

ARTICLE 19 - WAIVER

A waiver by either AUTHORITY or CONTRACTOR 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.

ARTICLE 20 - SEVERABILITY

20.1 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 in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.2 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 21 - ENTIRETY OF AGREEMENT

The AUTHORITY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONTRACTOR pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 22 - MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 24 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 - TRUTH-IN-NEGOTIATION CERTIFICATE

25.1 Execution of this Agreement by the CONTRACTOR 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 Agreement.

25.2 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 contractors. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 26 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 27 – PUBLIC RECORDS, ACCESS AND AUDITS

27.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended effective July 1, 2016.

27.2 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
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL 33412
561-640-4000, EXT. 4606
RECORDS CUSTODIAN@SWA.ORG

27.3 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: http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/) after completion or termination of this Contract. The AUTHORITY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

27.4 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 Contract; 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.

27.5 Any public records requests directed to, or related in any way to this contract 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.

27.6 Therefore, the CONTRACTOR is required to:

1) maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
2) provide the public with access to public records on the same terms and conditions that the AUTHORITY would provide the records and 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; and
4) meet all requirements for retaining public records and transfer, at no cost to the AUTHORITY, all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When requested by the AUTHORITY, either during performance of the contract or after termination or completion of the contract, all records stored electronically must be provided to the AUTHORITY in a format that is compatible with the information technology systems of the AUTHORITY.

27.7 Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Contract.

ARTICLE 28 - 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.

ARTICLE 29 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

**AS TO AUTHORITY**

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

**AS TO CONTRACTOR**

Resource Depot, Inc.
Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day.

The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and AUTHORITY.

ARTICLE 30 - CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of the Recycling Customer Service Manager or his/her successor/designee, who shall act as the AUTHORITY’s representative during the term of the Agreement.

ARTICLE 31 - KEY PERSONNEL

CONTRACTOR shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Executive Director
Chairman of the Board

ARTICLE 32 - SCRUTINIZED COMPANIES

32.1 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 must also be submitted at the time of renewal of this Agreement.

32.2 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 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 must also be submitted at the time of renewal of this Agreement.
ARTICLE 33 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions 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 CONTRACTOR deem it in the best interest of their business to do so.

The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation.

ARTICLE 34 – THIRD PARTY BENEFICIARY DISCLAIMER

It is not the intention of these documents to create third party beneficiary status in any person or entity that is not a direct party to the contract should be construed or interpreted as creating a third party beneficiary.

ARTICLE 35 – E-VERIFY – EMPLOYMENT ELIGIBILITY

A. 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.

B. 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 a good faith belief that one of CONTRACTOR’S subcontractor/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 and CONTRACTOR shall immediately 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.
In Witness Whereof, the Solid Waste Authority of Palm Beach County, at a regular meeting thereof, by action of the Authority Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Executive Director, and Resource Depot, Inc. has 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

APPROVED AS TO LEGAL SUFFICIENCY:

By: ________________________________
    General Counsel to the Authority

APPROVED AS TO TERMS AND CONDITIONS:

By: ________________________________
    Name: ________________________________
    Title: ________________________________

ATTEST:

________________________________________
    Corporate Secretary

WITNESS:
1. ________________________________
2. ________________________________

RESOURCE DEPOT, INC.:

By: ________________________________
    Name: ________________________________
    Title: ________________________________

(Affix Corporate Seal)

Approved by Authority Board on August ____, 2023, Item ____
SCOPE OF WORK

1. Development of the Resource Depot's Reusable Resources Center including program scope, guidelines, outreach strategy, associated cost and benefits.

2. Maintain a fully operational reusable resources center, including warehouse space; system for receipt and distribution of materials and an outreach program to generate awareness of the program.

3. Provide monthly status report documenting material diversion, businesses served, customer numbers, etc.

4. Solicit sponsorships, grants, etc. to fund the operational needs.

5. Maintain partnership with the Palm Beach County School District.

6. Conduct training workshops for potential users.

7. Develop and institute a volunteer program.

8. Submit copies of Minutes of Board meetings and advance copies of Board meeting notices and agendas.

9. Submit monthly Reimbursement Request forms and receipts to Authority.

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Grant Guidelines and Reporting Requirements

1. The CONTRACTOR shall complete the Application for Grant Funds (Exhibit D) and submit to the AUTHORITY by October 1st of each fiscal year.

2. The grant period shall coincide with the term of this Agreement. The method of payment for the Grant shall be as follows: An advance disbursement of $50,000 payable within ten (10) business days after October 1st. The remaining Grant funds shall be disbursed upon receipt of monthly reports and receipts as defined below. Each monthly payment shall be equal to the receipts submitted for reimbursement, less $4,166 or one-twelfth of the total advance disbursement. (Example: $10,000 in approved reimbursables submitted will net a $5,834 disbursement ($10,000 less $4,166). The total annual grant funds available are $200,000.

3. Reimbursement of expenditures for the Grant shall be made upon receipt of the monthly reports and all supporting receipts for expenditures incurred in the previous month. Travel costs directly related to the scope of this grant shall be reimbursed in accordance with F.S. 112.061. Each monthly report shall include a Grant Monthly Expense Reimbursement Request (Exhibit C) and copies of completed Activity/Initiative Report Form (Exhibit E) for events, projects, meetings, etc. that occurred in the preceding month. Completed reimbursement requests and reports must be received by the 10th of the following month. Reimbursement of expenses shall occur within ten (10) business days of receipt of an approved Grant Monthly Expense Reimbursement Request and receipts in the AUTHORITY’S Accounts Payable Section.

4. A final reimbursement of Grant expenses shall be paid upon receipt of the reports and receipts by AUTHORITY. A final Grant Monthly Expense Reimbursement Request must be submitted no later than October 10th. Total annual Grant shall not exceed $200,000. Non-compliance with the reporting requirements herein shall result in non-reimbursement of expenses. The use of the funds shall be at the discretion of the CONTRACTOR, but shall be limited to those incurred in the CONTRACTOR’S efforts to attain results as defined in Exhibit A Scope of Work.

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## GRANT MONTHLY EXPENSE REIMBURSEMENT REQUEST

Solid Waste Authority of Palm Beach County
Grantee: Resource Depot, Inc.

<table>
<thead>
<tr>
<th>Expenditure</th>
<th>This Reporting Period</th>
<th>Cumulative Grant Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Capital Costs</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>a. Equipment *</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>b. Other* (explain)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2. Personnel</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>a. Salaries</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>b. Fringe Benefits</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>c. Contracts *</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3. Office Supplies</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4. Operating Supplies</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5. Promotional Items</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6. Travel *</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7. Training and Education</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8. Printing</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9. Advertising</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10. Other * (explain)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES:</strong></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

* These items require written justification.

Grant Award: $ 200,000
Prior Reimbursements: $
Expenditures this Month: $
Less 1/12 of Advance: $ (4,166)
This Reimbursement Request: $
Balance of Award: $

Prepared By: ____________________________  KPBCB President: ____________________________
(Print name)  (Print name)
______________________________  ______________________________
(Signature)  (Signature)
Date: ________________

Date: ____________  Expense Report Number: ____________

Date Rec'd by SWA: ____________  Date Approved: ____________  Date to Finance: ____________
GRANT APPLICATION  
(DUE OCTOBER 1)

Name of Applicant  

Contact Person (person handling program on daily basis)  

Address of Contact Person  

Telephone Number of Contact Person  

Provide substantive responses to the following:  

A. A description of the material procurement strategy, marketing, promotion, and education programs planned for the year.  

B. An estimate of the type and quantity of materials to be collected and distributed, including an explanation of the methods used to determine the assumptions.  

C. A description of the target markets for Resource Depot and the methods used to identify and market programs and services to each.  

D. A description of all existing and proposed programs, projects, and events. Define the goals, objectives, and anticipated results for each. Include name of municipality or organization and contact.  

E. A description and schedule for the marketing and public education campaigns. Define the type of media to be used, the target audience, and anticipated results. Define how the results of the campaigns will be measured.  

F. A summary of all costs incurred, or to be incurred, in the planning and/or implementation of Resource Depot and Creative Reuse Center. Include a budget and summary of income projections.  

G. The measurable objectives of the education programs, and an explanation of how the education program will directly promote Resource Depot and Creative Reuse Center.  

H. A description of the methods to be used to evaluate the success of the marketing, education, and advertising programs.  

I. A timetable for the continued development and implementation of Resource Depot.  

J. A description of the impact on the solid waste stream as a result of the education and reuse programs.  

K. A marketing plan that identifies potential contributors and members. Define the methods employed to identify partners and solicit contributions.  

L. A description of additional grants and funding sources, and schedule of deadlines for application.  

M. A copy of Resource Depot, Inc. By-laws and a list of Board members.  

N. List of current funding sources and their contributions, business partners, Board members, and material donators.  

O. Information and reports as may be requested by the AUTHORITY.
Grantee: Resource Depot, Inc.

<table>
<thead>
<tr>
<th>Activity / Initiative (Incl. Fundraising)</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization / Business:</td>
<td></td>
</tr>
<tr>
<td>Contact:</td>
<td>Phone:</td>
</tr>
</tbody>
</table>

Description of Activity / Initiative:

Results:

Resource Depot Staff: ___________________________ Date: ____________

ITEM 5.B
Page # 20/20
MEMORANDUM

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

SUBJECT: Law Enforcement Service Agreement with Palm Beach County Sheriff’s Office

RECOMMENDATION: Authorize Executive Director to execute Law Enforcement Service Agreement with the Palm Beach County Sheriff’s Office and to allow for a 3% increase subject to legal sufficiency approval by General Counsel.

BACKGROUND:

For the past 30 years, the Solid Waste Authority of Palm Beach County (Authority) has contracted with the Palm Beach County Sheriff’s Office (PBSO) to provide a specialized unit dedicated to the enforcement of the criminal provisions of Florida’s Litter Law, as well as other provisions related to environmental crimes. Many arrests and convictions, for both felony and misdemeanor offenses have resulted from this program. The Authority/PBSO team has been a key component in coordinating the efforts of regulatory and law enforcement agencies in the County. In addition, the Authority has recovered a portion of the direct and contract costs by having offenders pay the Authority’s investigative costs as provided for in judicial sentencing guidelines.

The current Law Enforcement Service Agreement (Agreement) expires on September 30, 2023. The proposed Agreement will be in effect for a period of one (1) year, with four (4) additional annual renewals of one (1) year each, subject to the approval of the Authority’s Governing Board. The Agreement provides for two (2) Environmental Crimes Detectives at 80 hours per week for investigative services of environmental crimes. Staff recommends executing this Agreement with a 3% increase. The contract amount for Fiscal Year 2024 will be $324,927.

BUDGET IMPACT: Funds for this program are included in the Proposed FY 2024 Budget, in the Environmental Programs Cost Center, under the Other Contractual Services line item.
ATTACHMENTS: Law Enforcement Service Agreement between PBSO and Authority.

REVIEWS:

Director: ____________________________, Date: 8/7/2023

Director of Contract Compliance: ____________________________, Date: 8/1/23

Chief Officer: ____________________________, Date: 8/7/23

Chief Finance Officer: ____________________________, Date: 8/10/23

(as required)

Legal Counsel: Michael W. Jones, Date: ____________

(as required)

Executive Director: ____________________________, Date: 8/11/23
LAW ENFORCEMENT SERVICE AGREEMENT

This agreement is made and entered into by and between Ric L Bradshaw, Sheriff of Palm Beach County, Florida, hereinafter referred to as "Sheriff", and the Solid Waste Authority of Palm Beach County, Florida, hereinafter referred to as "Authority".

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Authority wishes to secure the services of detectives to provide a specialized unit for promoting a higher degree of protection and security for the residents of Palm Beach County (County); and

WHEREAS, the Sheriff is willing to provide such law enforcement services to the Authority and the residents of the County; and

WHEREAS the Authority and the Sheriff wish to enter into this Agreement setting forth the terms and conditions under which the law enforcement services will be provided.

NOW, therefore, in consideration of the mutual representations, terms and conditions hereinafter set forth, the parties agree as follows:

1. The Sheriff shall provide the services of two (2) detectives (hereinafter "detective/detectives") for a total of eighty (80) hours of law enforcement services per week. The deputies shall have the training and equipment necessary to investigate environmental crimes as defined in Florida Statutes and the Florida Administrative Code and to provide assistance to other law enforcement agencies (Federal, State or local) in investigating those crimes as they impact Palm Beach County. The Authority shall provide a Scope of Services required including any specific problems or issues to be handled by the Sheriff's detectives during the term of this Agreement (Exhibit A). The Sheriff shall review such Scope of Services, and upon acceptance by the Sheriff, this document shall become the operating profile of this Agreement and shall be incorporated in the Agreement as its Scope of Work. The detectives and/or a Sheriff representative will attend monthly progress meetings and provide written monthly reports to Authority staff and provide triannual summary reports for the Authority Governing Board meetings.

2. The Sheriff shall provide the law enforcement services provided for herein in Palm Beach County Florida, exercising the authority granted him by the laws of the State of Florida and as prescribed by Article 8, Section 4 of the Florida Constitution, Chapter 30
3. The Sheriff shall furnish and supply all labor, supervision, equipment and supplies necessary to provide and maintain the services required hereunder. The activities of the deputies assigned to perform those services shall be reported and documented in records maintained in accordance with the policies and procedures of the Sheriff and as required by Florida Statutes. The rendition of services as defined in Exhibit A, standards of performance and the control of personnel shall be within the sole discretion of the Sheriff.

4. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, the parties shall work cooperatively to resolve such dispute. In the event the parties are not able to resolve such dispute, the final determination shall be made by the Sheriff. If the Authority is dissatisfied with the Sheriff's determination, the Authority shall have the right to terminate this Agreement in accordance with Section 8. However, such determination shall not abrogate the requirement of this Agreement that the Sheriff provide no less than eighty (80) hours of law enforcement services per week as more specifically set forth in paragraph 1. The parties acknowledge that specific hours and days of services may vary depending on the assessed need and shall be coordinated with the Sheriffs representative for this Agreement. Sheriff will notify Authority of any Personnel changes for this Agreement.

5. Persons employed in the performance of services under this Agreement are appointees of the Sheriff and not employees of the Authority. As appointees of the Sheriff, those persons shall receive all benefits, training and promotional opportunities as provided by the Sheriff.

6. The term of this Agreement shall be for an initial term of one (1) year, with four (4) additional annual renewals of one (1) year each, subject to the approval of the Authority's Governing Board. The initial term for this agreement will be October 1, 2023 up to and including September 30, 2024, unless otherwise terminated in accordance with the provisions of the Agreement. Adjustments to the number of Detectives and/or the hours of law enforcement services per week may be made each fiscal year upon mutual agreement.

7. The total amount due for services provided under this Agreement for the fiscal year 2023/2024 shall be $324,927.00 and will be paid over twelve (12) monthly payments. The Sheriff will submit monthly invoices to the Authority for payment. Each payment shall be due in advance and received by the Sheriffs Office by the twenty-fifth day of the previous month. Payments not received by the Sheriffs Office by the first day of the next month shall be considered delinquent. If payment is not received by the last day of that month, Authority shall be in default. The Sheriff may immediately terminate the Agreement based on non-payment.

Upon renewal for the second, third, fourth and fifth years of the term of this Agreement (FY 2024/2025, FY 2025/2026, FY 2026/2027, and FY 2027/2028), the contract amount shall be adjusted annually, as of October 1st, by the Sheriff based upon the actual costs incurred by the Sheriff for personnel and equipment necessary to outfit the detectives, provided for in this Agreement. The Sheriff, by May 1st of each year, shall provide the Authority with written documentation to support the annual percentage increase. The
percentage rate increase shall be calculated on the total consideration paid the prior year and agreed to by both parties. Additional services shall be mutually agreed upon by the Sheriff and the Authority.

8. This Agreement may be terminated by either party with or without cause by providing sixty (60) days written notice to the other party, whereupon all duties and obligations of both parties under this Agreement shall cease.

9. This Agreement may be modified or renewed only if in writing and executed by both parties.

10. The Exchange of information by and between the authorized representatives of each party to the Agreement shall be as follows:

   a. The authorized representative of the Authority for this Agreement shall be Mary Beth Morrison or his/her designee.

   b. The authorized representative of the Sheriff for this Agreement shall be Major Sean Murray of Emergency Operations, Palm Beach County Sheriffs Office or his/her designee (telephone number 561-688-4810).

11. To the extent permitted by law, and without waiving any constitutional or statutory sovereign immunity protections, the Sheriff shall indemnify and hold harmless Authority against any actions, claims or damages which may arise out of the negligence and/or intentional act of the Sheriff, his deputies, agents, and employees in furtherance of this Agreement and in the course and scope of his/her employment. To the extent permitted by law, and without waiving any constitutional or statutory sovereign immunity protections, the Authority shall indemnify and hold harmless the Sheriff, his deputies, agents, and employees against any actions, claims or damages arising out of Authority, and its officers’ and agents’ negligence and/or intentional acts in connection with the services provided under this Agreement.

12. It is understood and agreed between the parties that nothing in this Agreement shall waive any rights that either party has to sovereign immunity.

13. Any notice required or permitted under this Agreement shall be sufficient if in writing and mailed to the Authority, Attention: Mary Beth Morrison, Director Environmental Programs, 7501 North Jog Road, West Palm Beach, Florida 33412, and, as to the Sheriff, to Palm Beach County Sheriffs Office. Attention: Emergency Operations Major Sean Murray, P.O. Box 24681, West Palm Beach, Florida, 33416.

14. This Agreement shall not be assigned. The Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, written or verbal, relating to this Agreement.

15. The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.
16. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, provided, however, that this clause pertains only to the parties to this Agreement.

17. Each party's performance and obligation to pay under this agreement is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

18. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the Authority or Sheriff.

19. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

20. The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party pursuant to Section 768.28, Florida Statutes.

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

22. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

23. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

24. The parties warrant and represent that its employees shall be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information.

25. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Palm Beach County or employees of the Authority or Sheriff.
Solid Waste Authority Palm Beach County
Daniel Pellowitz, Executive Director
7501 North Jog Road
West Palm Beach, FL 33412

WITNESS:

Signature

Print Name

Approved as to Form
And Legal Sufficiency

By: Authority Counsel

By:

Daniel Pellowitz
Print Name

Executive Director
Title:

Date

Palm Beach County Sheriff’s Office
Ric L. Bradshaw, Sheriff
Palm Beach County, Florida

WITNESS:

Signature

Sean Murray, Major
Print Name

By:

Ric L. Bradshaw
Print Name

Sheriff
Title:

Date

6-15-23
EXHIBIT A
Environmental Crimes Unit
Scope of Services

In accordance with the Law Enforcement Services Agreement (Agreement) between the Palm Beach County Sheriff’s Office (PBSO) and the Solid Waste Authority of Palm Beach County (Authority), the PBSO Environmental Crimes Unit (ECU) shall provide the services outlined below.

1. Conduct the duties and responsibilities identified in the PBSO document entitled “Duties of Environmental Crimes Detective Job Description,” incorporated herein.

2. Accompany the Authority’s Special Programs Manager on site visits for Authority-permitted facilities, and on selected field activities related to permitting, complaints, compliance assistance, and enforcement, as needed.

3. Participate in monthly coordination meetings with the Authority’s Special Programs Manager.

4. Provide written ECU monthly statistical reports prepared for PBSO Command personnel to the Authority’s Special Programs Manager. These reports will include information on activities, such as monitoring, law enforcement actions taken by the Detectives pertaining to environmental crimes, and resolutions, if any.

5. Submit to the Authority’s Special Programs Manager the periodic Environmental Crimes Unit Status Report for presentation to the Governing Board of the Authority, pursuant to the schedule provided below:

<table>
<thead>
<tr>
<th>Status Report Period</th>
<th>Due By Date</th>
<th>Board Meeting Scheduled in</th>
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<tbody>
<tr>
<td>January 1st through April 30th</td>
<td>May 5th</td>
<td>June</td>
</tr>
<tr>
<td>May 1st through August 31st</td>
<td>September 5th</td>
<td>October</td>
</tr>
<tr>
<td>September 1st through December 31st</td>
<td>January 8th</td>
<td>February</td>
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Palm Beach County Sheriff’s office
Duties of Environmental Crimes Detective

Detective Job Description

SUBJECT: DUTIES AND RESPONSIBILITIES OF ENVIRONMENTAL CRIMES DETECTIVES

INDEX AS: DETECTIVE, ENVIRONMENTAL CRIMES

PURPOSE: The purpose of this Standard Operating Procedure is to establish guidelines for the duties and responsibilities of the position of Environmental Crimes Detective, Environmental Crimes Unit (ECU). The Environmental Crimes Unit works with and is under the direct supervision of the Palm Beach County Sheriff’s Office Bomb Squad.

SCOPE: This Standard Operating Procedure shall apply to the person occupying the position of Environmental Crimes Detective, Environmental Crimes Unit, within the Palm Beach County Sheriff’s Office.

DISCUSSION: This procedure will detail, but not limit the general responsibilities and duties of the Environmental Crimes Detective.

DEFINITIONS:

Environmental Crimes Detective – A detective assigned to the Environmental Crimes Unit that is trained and is able to properly and safely investigate these types of crimes.

Personnel assigned to this position must be physically fit and capable of functioning in an encapsulated haz-mat suit with self-contained breathing apparatus for extended periods of time during evidence gathering at contaminated or potentially contaminated sites.

The minimum safety training shall consist of an OSHA 40 hour site safety course and subsequent annual updates as required by CFR 1910.120. Detective(s) shall be required to maintain on-going Hazardous Materials, and Environmental Law training in order to meet the changes to this field as well as OSHA and EPA requirements.
I. RESPONSIBILITIES AND DUTIES

A. Responsibilities
   1. To protect life and property.
   2. To prevent and suppress Environmental Crime.
   3. To apprehend violators of the Environmental Laws.

B. Duties
   1. To protect life and property.
      a. Respond to calls for service and/or emergencies of an environmental nature.
      b. Investigate reports of Environmental Criminal activity.
      c. React to situations of routine, emergency, or criminal nature; involving illegal dumping incidents.
      d. Report identifiable or potential environmental hazards.
      e. Routinely investigate or monitor businesses and/or locations of specific or potential environmental concern and/or impact for violations.
   2. Prevent, suppress and investigate environmental crime.
      a. Investigates and reports environmental violations of potential violations within Palm Beach County.
      b. Follow up on initial environmental reports generated by road patrol or other sheriff’s office law enforcement personnel.
      c. Provide information, assistance, education, and counseling to the public on environmental law issues, to include presentations.
      d. Pay specific attention to designated special environmental hazard areas and illegal disposal sites.
      e. Participate in pro-active investigative efforts to address environmental crimes.
Palm Beach County Sheriff’s office  
Duties of Environmental Crimes Detective

f. Perform traffic enforcement on commercial and private motor vehicles regarding violations of F.S.S. (for example - chapters 316.520, unsecured loads and 403.413, Florida Litter Law).
g. Assist other criminal and civil regulatory agencies with the investigation of environmental law violations that affect our jurisdiction.

3. Apprehend violators of the environmental law.
   a. Investigate environmental felonies and ascertain probable cause in compliance with Florida State Statutes for the arrest or issuance of warrants for perpetrators of felonies.
   b. Investigate environmental misdemeanors and ascertain probable cause in adherence to Florida State Statutes for arrest or issuance of court summons.
   c. Investigate violation of applicable environmental county ordinances and issue misdemeanor summons or referrals to appropriate regulatory agencies.

II. ADDITIONAL DUTIES:

A. Be knowledgeable in all Palm Beach County Sheriff’s Office Standard Operating Procedures, Protocols and Directives.
B. Be knowledgeable in Florida State Statutes, traffic laws, and applicable civil environmental laws.
C. Maintain all equipment in proper condition that is necessary for the safe completion of assigned duties.
D. Assist Palm Beach County Fire Rescue Special Operations Unit (PBCFR Spec Ops) with; weapons of mass destruction (WMD) incidents and hazardous materials (HAZ-MAT) incidents. Keep the supervisor apprised of the nature and specifics of the incident.
E. When possible, assist in providing training for sheriff's office, other law enforcement, and appropriate regulatory personnel in order to enhance environmental enforcement.

III. SPECIALIZED INVESTIGATIVE DUTIES:

A. Participate in on-going training to maintain the degree of knowledge necessary to safely complete assigned duties as determined by the Palm Beach County Sheriff's Office and required by OSHA Regulations.

B. Respond to call-outs involving; environmental crimes, hazardous materials and unknown or suspicious items or any other incident as directed by the Bomb Squad Commander, OIC or his designee.

C. As most environmental investigations make use of several agencies resources, Detectives will continue to foster inter-agency cooperation between law enforcement and the civil regulatory agencies and participate in multi-jurisdictional meetings.

D. Respond to intelligence request from other federal, state and local agencies, when appropriate.

E. Upon request, assist other jurisdictions in investigations and education in order to achieve safe and consistent environmental enforcement throughout the area. This may include requests for assistance from agencies outside of Palm Beach County. Keep the supervisor apprised of the nature and specifics of the request for service.

F. Keep monthly statistics on environmental crimes complaints and case disposition for monthly report to be submitted to the Bomb Squad Commander and other appropriate persons.
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 and Engineering Services

RECOMMENDATION: Authorize the Executive Director to execute a contract with AECOM for providing Professional Hydrogeological Consulting and Engineering Services for the Deep Injection Well System, 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 and engineering services for the Deep Injection Well System (RFQ Solicitation No. 23-603). 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 maintenance of the Authority’s Deep Injection Well System.

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 S/M/W/BE participation of two (2%).

Two (2) firms responded to this solicitation, and both were deemed responsive by the Authority’s Purchasing department. The Evaluation Committee (Committee) met on July 18, 2023, and ranked the two (2) firms based on qualifications and experience as prescribed by the CCNA. The Committee ranked AECOM 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 hydrogeological consulting and engineering services for the Deep Injection Well System with AECOM. 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 an additional three (3) year term subject to Board approval.

**BUDGET IMPACT:** $165,000 annually which will be approved on a project specific basis through the normal budget process.

**ATTACHMENTS:** Final Ranking; Sample Agreement

**REVIEWS:**

Director: [Signature] Date: 8/7/2023

Director of Contract Compliance: [Signature] Date: 8/1/23

Chief Officer: [Signature] Date: 8/7/23

Chief Finance Officer (as required): [Signature] Date: 8/3/23

Legal Counsel: [Signature] Date: 

Executive Director: [Signature] Date: 8/7/2023
RECOMMENDATION OF AWARD

July 18, 2023

FINAL RANKING

RFQ 23-603

PROFESSIONAL HYDROGEOLOGICAL CONSULTING AND ENGINEERING SERVICES FOR DEEP INJECTION WELL SYSTEM

<table>
<thead>
<tr>
<th>RANKING</th>
<th>RESPONDENTS</th>
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<tbody>
<tr>
<td>1</td>
<td>*AECOM</td>
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<tr>
<td>2</td>
<td>BLACK &amp; VEATCH</td>
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</table>

Signature: Jodi S. Hart

Jodi S. Hart, CPPO, MBA, Juris Master
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 HYDROGEOLOGICAL CONSULTING AND ENGINEERING SERVICES
FOR DEEP INJECTION WELL SYSTEM
BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
AND
(CONSULTANT)

AGREEMENT NO.: 23-603

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FLORIDA 33412
(561) 840-4000

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This Agreement is made and entered into as of _______________ 2023, (hereinafter referred to as the Agreement), by and between Solid Waste Authority of Palm Beach County, a special district created by Chapter 2001-331, Laws of Florida, as amended, by and through its Governing Board, (hereinafter referred to as the AUTHORITY) and NAME OF CONSULTANT (hereinafter referred to as the CONSULTANT and Parties when referred to collectively), 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 the CONSULTANT for the purpose of providing Professional Hydrogeological Consulting Services and,

Whereas, the AUTHORITY’S Request for Qualifications (RFQ) No. 23-602/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 of the AUTHORITY for is acceptance, approval or authorization of any documents or work hereunder.

*Observe,” “Observation(s),” “Visit(s),” “Inspections,” 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 proceeding 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 (MONTH)(DAY), 2023 and the Initial Term of this Agreement shall expire on (MONTH)(DAY), 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 for 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
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 work 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 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. The 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 provided 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.

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 or performed under more than one prime contract, or if CONSULTANT’S services are to be separately 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 Final 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 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 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 service authorization called a Consultant Services Authorization (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 (t, 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, in whole 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 (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
assist AUTHORITY in obtaining such data and services. When authorized, obtain necessary data or information directly from AUTHORITY'S files or field observations.

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 addressed) and the alternative solutions available to AUTHORITY, and submitting 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: (i) construction costs; (ii) allowances for engineering costs and contingencies; (iii) for the cost of land acquisition and rights of way; (iv) for compensation for or damages to properties; (v) for interest and financing charges and (vi) for other items as charges and costs; (vii) of all other professionals and consultants.

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, in detail, 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 final drawings (hereinafter called "Drawings") to show the specific scope, extent and character of the work to be furnished and performed by Contractor(s) and Specifications which will be in conformance with AUTHORITY'S formats as applicable. CONSULTANT shall submit 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 filing 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 to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character of 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. 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 correction to any errors 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 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/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 Attend and advise the AUTHORITY as to the acceptability of sub-contractors, suppliers and other persons and organizations proposed by the prime contractors therein 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 contracts is allowed by the Soliciting 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 a written Contract Award Recommendation for construction, materials, equipment and services.

SECTION 4 - CONSTRUCTION MONITORING SERVICES PHASE

4.1 Construction Phase

If required by Consultant Services Authorization Work Assignment (CSAWA) 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 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 officers or personnel, at intervals appropriate to the various stages of construction as CONSULTANT deems necessary in order to observe and inspect as an experienced and qualified design professional the progress and quality of the various aspects of 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 the 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 ensure that the site is properly maintained and that the work is being performed in compliance with the Contract Documents. 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 all design work 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 and 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 Documents.

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 and approvals required by laws, rules, regulations, 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 the 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 pertaining 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 has been sufficiently inspected and performed in accordance 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 them 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 reasonably known.

4.1.14 Inspections: CONSULTANT shall conduct inspections and conduct and/or observe any tests necessary to determine if the work is substantially complete. A final inspection will be made to
determine if the completed work is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor(s) and may give written notice to AUTHORITY and the Contractor(s) that the work is acceptable and in compliance with the Contract documents. CONSULTANT shall have no control or responsibility for means, methods or safety of Contractor.

4.2 Start-Up, Turnover and Commissioning Phase

If required by Consultant Services Authorization/Work Assignment (CSA/Work Assignment) 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 consultations 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-buils) 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 in accordance with CONSULTANT’s observations and inspections as well as any comments and suggestions of the AUTHORITY.

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, employee, the duties, responsibilities and limitations of authority of such other 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 changes are required by changes in laws, rules, regulations, ordinances, codes or order enacted subsequent to the preparation of such studies.

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 issue 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, project requirements, and perform 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, rende r 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 permits 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, materials, 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 for the AUTHORITY so that CONSULTANT may make the necessary findings to properly 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 approved 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 submit 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 Changes/Not to Exceed Method of Payment: When a service is to be compensated for on a time change order 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 Agreement to Consultants Section, which shall not exceed estimated 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 changes and substitutions that are made after the initial CSA/Work Assignments has been executed. The AUTHORITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not to exceed amount approved by the AUTHORITY. Specifically, and for purposes of clarity, the AUTHORITY will not be liable for payment of these items.

6.5 The AUTHORITY agrees to pay the CONSULTANT compensation based upon the actual hourly labor rates (employee hourly salaries) for services rendered by personnel directly engaged on AUTHORITY projects. The break-even 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. 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 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 the 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 Adjustment, 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 (150) 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 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 the 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 subconsultants will be negotiated on a per consultant services/authority basis. Compensation will be through a direct mark-up no greater than eight percent (8%) or through the addition of time for the management effort required for any approved subconsultant. If the CONSULTANT chooses to add time to manage its subconsultants instead of direct mark-up, such tasks shall be clearly identified in the proposal by including a separate line item on the labor rate schedule. Sub-contractual costs shall be approved by the AUTHORITY in writing prior to the performance of the sub-contractual work. Consulting time for processing and management of the subconsultant shall not be included in direct costs if a direct mark-up is used 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 and conditions of this Agreement shall be actual expenses incurred and include copies of past 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 out their books and records, the CONSULTANT will clearly state “Final” on the CONSULTANT’s final billing to the AUTHORITY for each CSA/Work Assignment. This shall constitute the AUTHORITY’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 all other charges, if not properly included on 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 changes 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 designed and specified by CONSULTANT, but this shall not include CONSULTANT's competition and expenses, the cost of land acquisition, rights-of-way, or compensation for or damages to properties unless the Agreement so specifies. It will not include AUTHORITY's legal, accounting, insurance counseling 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, there shall be a Construction Budget Cap as set forth in each CSA/Work Assignment for each project, and the CONSULTANT agrees to maintain this amount or less shall be set at no cost to the AUTHORITY until construction and demolition can be achieved within this limit. The program shall not be limited by design requirements to increase costs without the prior express written approval of AUTHORITY. Similarly, Alternates for program requirements are not allowable in order for the CONSULTANT to lessen costs to meet the Fixed 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. By executing this Agreement, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill and ability as other engineers possessing the degree of skill, knowledge, experience and expertise which CONSULTANT has represented to the AUTHORITY. CONSULTANT shall perform such duties as may be required without exception. CONSULTANT accepts the responsibility 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 further contracts with AUTHORITY 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", "extensive", "detailed", "represent", "substantial", "inspect", "monitor", "discover", "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) calendar 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. In the event of any 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 and settle 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 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 acquisition 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 part of CONSULTANT'S services, or authorized by the AUTHORITY as reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction with consultation with any other party wherever or not a part of this Agreement, whether or not in privacy 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 wages 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" within 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. All 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 laws 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 subconsultants 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:

Office No.: XXX-XXX-XXXX  Cell No.:  Email: 

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 or 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 incentive programs are hereby referred to as the Affirmative Procurement Initiatives (API).

A. Affirmative Procurement Initiative (API):

CONSULTANT hereby acknowledges and agrees that 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 it's full compliance with the specified API terms and conditions are material to its satisfactory performance under this Agreement.

B. S/MWBE Subconsultant/Supplier Utilization Plan:

The Subcontractor/Supplier Utilization Plan submitted by the CONSULTANT to the AUTHORITY with its proposal for this contract contains the names of the certified S/MWBE 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 S/MWBE Subconsultant, and documentation including a description of each S/MWBE Subconsultant's scope of work and confirmation of each S/MWBE subcontractor'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 attain this subcontracting goal for S/MWBE 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 debarment from performing future AUTHORITY contracts, withholding of payment for retransmit to the dollar amount of the underutilization below the agreed upon S/MWBE 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 S/MWBE Participation:

The percentage of participation shall be calculated by dividing the sum of the contract value performed by the Certified S/MWBE Prime Bidder that provides goods and/or services necessary to support the required services under this Agreement and the payments made to the Certified S/MWBE 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 S/MWBE 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 S/MWBE 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 S/MWBE 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 SIMWBE 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 requested additions or substitutions, the SIMWBE 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 approval, this request shall constitute a duly authorized modification of this Agreement and considered an amendment hereto 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 SIMWBEs specified in its Subcontractor/Supplier Utilization Plan, the CONSULTANT shall seek substitute or additional SIMWBEs 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 or additional SIMWBE, 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 as in its attempt to find a suitable substitute or additional for the initial SIMWBE proposed utilization, the Agreement may, in the AUTHORITY’s sole and unilaterally discretion, be terminated for material breach and/or AUTHORITY may pursue other penalties and sanctions permitted by this Agreement.

3. If requesting a post-award vendor subcontracting waiver, the CONSULTANT shall request waiver of a 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.govbao.com or the EBO Office at 561-640-4000 Ext. 4332.


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 SIMWBE Participation Goals are 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 SIMWBE and non-SIMWBE 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 Program Policy & Procedures, the timely reporting of payments, and entry of data into the Equal Business Opportunity Management System, and ensuring the timely compliance of its subcontractors and suppliers with this requirement. CONSULTANT shall report and enter data by visiting swa.govbao.com;

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 on the part of CONSULTANT or its Subconsultants or suppliers;

c) CONSULTANT shall permit the EBO, upon reasonable notice, to undertake inspections as necessary, including, but not limited to, contractor-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 Subconsultant/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 Subconsultant/Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subconsultant/Supplier Utilization Plan, including, but not limited to, proposed self-performance of work by CONSULTANT of work previously designated for performance by Subconsultant or supplier, 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-1), and Post Award Vendor Subcontracting Waiver Request (Exhibit C-2) shall be subject to advanced written approval by the originating Department and the EBO;

e) CONSULTANT shall immediately notify the originating Department and EBO of any 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 SIMWBE firms listed in a CONSULTANT’s Subconsultant/Supplier Utilization Plan, the CONSULTANT shall not be given credit for the participation of its SIMWBE subcontractor(s) or joint venture partner(s) towards attainment of SIMWBE firm utilization goals, and the CONSULTANT and its listed SIMWBE 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 until 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 codes each registered Subconsultant will be performing under for this Agreement;

i) CONSULTANT acknowledges that the AUTHORITY will not execute an agreement for this project until the CONSULTANT provides an executed agreement with each of its SIMWBE Subconsultants or suppliers with a contract term having the same as 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 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, AUTHORITY 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 with time frames 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, M/WBE for purposes of benefiting from the EBO Program;

b) Willfully falsify, conceal or cover up by a 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 statements 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 S/M/WBE 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 S/M/WBE 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 S/M/WBE 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 five (5) years (subject to change upon AUTHORITY Board approval); and

f) Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Agreement, and the dollar value of S/M/WBE 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 at all times, and in all places, be 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, balance, 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

8.9.1 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 exempted 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 or excess in claims 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 insurances as indicated on the Insurance Requirements Checklist 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 CG 2026 Additional Insured – Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read “Solid Waste Authority of Palm Beach County, its Officers, Employees and Agents” CONSULTANT shall provide the Additional Insured endorsements coverage on a prorated 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 is a condition to the policy specifically prohibits such an endorsement, or voids coverage on it. CONSULTANT shall 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 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 canceled 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 endorsed 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-on” basis.

8.11.6 Right to Review: AUTHORITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring 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 inspection, and before being delivered for final payment of any amounts due, all documents and materials prepared by or 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 at 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, maps, 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 unobstructed 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.
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 respect to 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 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, under relevant circumstances: acts of God, natural or public health emergencies; strikes not within CONSULTANT'S work force, company or agent's 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 fault or its subconsultants' fault or negligence, this Agreement shall be revised accordingly. This is subject to the AUTHORITY's rights to change, terminate, or stip 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 elevations, reductions therein or additions thereto. 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 Officer
Office No.: 561-640-4000 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

Office No.: XXX-XXX-XXXX Fax: Email: (TITLE)

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 portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

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.

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SAMPLE
8.20 Entirety 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
S/M/WBE Participation
Insurance Requirement Checklist

8.21 Successors and Assigns
AUTHORITY and CONSULTANT each binds itself and its partners, successors, assigns and legal
representatives to the other party to this Agreement and to each other parties, the partners, successors,
executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement
without the prior express written approval of the AUTHORITY via executed amendment.

8.22 Public Entity Crimes
As provided in F.S. 287.132-133, 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 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(9)(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 reuse 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 identified in Palm Beach
County Board of County Commissioners Resolution R-2003-1274. The CONSULTANT acknowledges and
agrees that 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 for all applicable GUBEFH
fees required for criminal history records checks, the CONSULTANT shall be solely responsible for the
financial schedule, and staffing implications associated in complying with Ordinance 2003-030.
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 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
561-640-4000 EXT. 4606
RECORDS CUSTODIAN@SWA.ORG

8.31.3 The CONSULTANT 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 GRS-51 for State and Local Government Agencies (see: https://docs.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 §119.10(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.

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

8.33.1 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 hereof, 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 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 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. 215.472b.

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 is in no way restricts or interferes with any State Agency or Political Subdivision or 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 creating a third-party beneficiary.

8.36 E-VERIFY – EMPLOYMENT ELIGIBILITY

A. The CONSULTANT certifies, warrants and represents that it is in compliance with Section 448.095, 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 an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or sub-contract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(a), 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 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(1), 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. 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 "C-1"
Change To Utilization Plan

MISCELLANEOUS

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 a change to Utilization Plan approved by the Equal Business Opportunity (EBO) Office for the contract listed below.

Name of Prime Contractor:

Contract Name:

<table>
<thead>
<tr>
<th>Role</th>
<th>Name of Firm</th>
<th>Certifications (BB/BBB)</th>
<th>Near-Minority/Change Value</th>
<th>Estimated Total Contract Value ($)</th>
<th>WOS Code (5-Digit)</th>
<th>Start Date (Year-Month-Day)</th>
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**A NEW FORM IS ADDED TO THE CONTRACT: ENSURE THEY ARE REGISTERED AS A VENDOR WITH THE AUTHORITY; IF REMOVING/PRECEDING THE DOLLAR VALUE FOR A FORM ATTACH DOCUMENTATION ESTABLISHING THAT THE PM WAS NOTIFIED AND EVIDENCE OF JUSTIFICATION BEFORE REQUEST.

Note: If the Subcontractor changes listed on this document result in not meeting the subcontracting goal for this contract, you will be contacted by the EBO for further action.

JUSTIFICATION FOR ALL CHANGES TO UTILIZATION:

By executing this form, I hereby certify to all that I have full legal authority to execute the document or behalf of the person(s) mentioned above, and that my signature is specifically being taken as such for all purposes related to this submission. I understand that if this form is submitted I will be required to submit my company's performance scorecard in accordance to the EBO's Purchasing Policy and Procedures.

Prime Contractor's Authorized Agent

Name (Print)    Date

Equal Business Opportunity Office

Sign. & Date    Approved/Denied

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EXHIBIT "C-2"
Post-Award Vendor Subcontracting Waiver Request

 Date:

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<tr>
<th>CONTRACT INFORMATION</th>
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<tr>
<td>Contract Title:</td>
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<tr>
<td>Contract #:</td>
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<tr>
<td>Prime Contractor:</td>
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<tr>
<td>Contact Person:</td>
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<td>Phone #:</td>
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</table>

RATIONAL FOR WAIVER:

The purpose of this waiver is to specify the good faith efforts made in meeting the required subcontracting goal(s) for the 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 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 and/or the scope of work which caused 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 SWANNEC previously selected for utilization is no longer certified in accordance with the Economic Inducement Policy and Procedures, or could not be replaced with another SWANNEC that could perform the scope of work.
- There were other reason(s) that resulted in the subcontracting goal(s) not being met.

Agreement No: 23402

- 34 -

SAMPLE

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EXHIBIT "C-2"
Post-Award Vendor Subcontracting Waiver Request

10. In the box below, please provide further detail for each statement selected above.

2. List and explain all communication efforts between your firm and each potential SMMWBE subcontractor related to participation on this contract. Attach all supporting documentation (e.g., emails, call logs, and faxes) to verify communication. In addition, provide responses from SMMWBE subcontractor(s). Attach additional page, if necessary.

3a. Select the statement that best describes other good faith efforts made: (Check all that apply)
   - Helped a vendor become a certified SMMWBE so they could become a subcontractor on the project
   - Offered joint check services or bonding assistance for lines of credit to SMMWBE subcontractors
   - Advertised and contracted certified firms using SMMWBE Certification lists from the website, trade organizations, professional organizations, and others
   - Other
   - NA – No Good Faith Efforts Made

3b. In the box below, please provide further detail for each statement selected above and attached supporting documentation.

AFFIRMATION

By completing this form, I hereby certify that all I have full legal authority to execute this document in behalf of the company mentioned above, and that my signature is specifically being relied on as such. If all parties listed in this submission, including any resulting subcontract, understand that this certification is entered to be revised for any reason, that any revisions to this document may be deemed nonresponsive and may be subject to any applicable repercussions and or in Section 3 of the Authority’s Purchasing Manual & applicable law.

Signature
Name & Title (Print)

FOREIGN USE ONLY
Waiver Status: [ ] Approved [ ] Denied
Name & Title (Print)
Date:

Agreement No: 23-002
SAMPLE

Page #3239
EXHIBIT "D"
INSURANCE
REQUIREMENTS
CHECKLIST
August 7, 2023

MEMORANDUM

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

SUBJECT: Designated Facility Authorization for Coastal Waste & Recycling of Broward County, LLC (Coastal) in Pompano Beach, 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 Broward County, LLC facility (Facility) in Pompano Beach, Florida, effective through August 31, 2024.

BACKGROUND:

On May 3, 2023, the Solid Waste Authority of Palm Beach County (Authority) received a request from Coastal Waste & Recycling of Broward 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 in Pompano Beach, Florida (Facility). The Facility has operated as a C/D Debris recycler under the provisions of a Designated Facility Authorization with the Authority on an annual basis since 2019. The current Designated Facility Authorization with Coastal expires on August 31, 2023.

The Facility has a Solid Waste Management license/permit from the Broward County Environmental Permitting Division (BCEPD), valid through June 2, 2027. The Facility also has approved financial assurance and current cost estimates on file with the Florida Department of Environmental Protection (FDEP) and BCEPD. The BCEPD last inspected the Facility on May 16, 2023, and determined that the Facility was operating in compliance with all permit conditions. Coastal holds a current permit issued by the Authority for roll-off collection services.
A performance bond is required as a condition precedent to the execution of this Authorization to assure compliance with the terms of the 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 Authorization effective through August 31, 2024.

BUDGET IMPACT: None.


REVIEWS:
Director:  
Director of Contract Compliance:  
Chief Officer:  
Chief Finance Officer:  
Legal Counsel:  
Executive Director:  

Digitally signed by Michael W. Jones  
Date: 2023.08.06 16:47:15-04'00'
Fold PDF Reader Version: 12.5.1

Reason: I am the author of this document
Location:  

DESIGNATED FACILITY AUTHORIZATION

THIS AUTHORIZATION is granted and entered into this 1st day of September 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 BROWARD COUNTY, LLC (“COASTAL”), a Foreign Limited Liability Company registered to transact business in Florida (at the facility known as “Coastal Waste & Recycling of Broward County, LLC Facility” located at 1840 NW 33 Street, Pompano Beach, Florida 33064).

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 Broward County, LLC Facility, including, but not limited to, FDEP and Broward 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 Broward 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 Broward 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 **August 31, 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 BROWARD COUNTY, LLC

COASTAL WASTE & RECYCLING OF BROWARD COUNTY, LLC

________________________
(signature)

________________________
(print name)

Its ______________________
(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

FACILITY: ______________________

ADDRESS: ______________________

CONTACT PERSON: ______________________

PHONE: ______________________

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<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>
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Disposal Facility(ies) for Residue:

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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)).
5/3/2023

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 Broward 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 Broward 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 Broward County, LLC
ADDRESS: 1840 NW 33rd Street
CITY, ZIP: Pompano Beach, FL 33064
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

Please contact me if you have any questions.

Sincerely,

Chad Abell
Vice President of Operations

2481 NW Second Ave, Boca Raton, FL 33431
(954) 947-4000
May 6, 2022

NOTICE OF PERMIT

By-Email
BPANTANO@coastalwasteinc.com

In the Matter of an
Application for Permit by:

Coastal Waste & Recycling of Broward County, LLC
1840 NW 33 ST
Pompano Beach, FL 33064

RED License Number: SW-WP02974-22
FDEP Permit Number: 0349621-003-SO
WACS I.D. Number: 103196

Attention: Brendon J. Pantano, CEO

Enclosed is Permit Number 0349621-003-SO to continue operation of Coastal Waste & Recycling of Broward County, LLC, issued pursuant to section 403.061 (14) and 403.707, Florida Statutes.

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is filed in accordance with sections 120.569 and 120.57 of the Florida Statutes before the deadline for filing a petition. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative hearing in accordance with sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received) in the Broward County Environmental Permitting Division (EPD), One North University Drive, Plantation, Florida 33324.

Petitions by the applicant or any of the parties listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by other persons must be filed within fourteen days of publication of the notice or receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.A.C., however, any person who asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication. The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.
A petition that disputes the material facts on which the Department's action is based must contain the following information:

(a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department File Number and the county in which the project is proposed;
(b) A statement of how and when each petitioner received notice of the Department's action or proposed action;
(c) A statement of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
(d) A statement of all material facts disputed by petitioner or a statement that there are no disputed facts;
(e) A statement of the ultimate facts alleged, including a statement of the specific facts which the petitioner contends warrant reversal or modification of the Department's action or proposed action;
(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
(g) A statement of the relief sought by the petitioner, stating precisely the action the petitioner wants the Department to take with respect to the Department's action or proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

In accordance with Section 120.573 of the Florida Statutes, the Department advises that mediation is not available in this case under the provision of that statutes. This does not prevent any interested parties from agreeing to other forms of alternate dispute resolution.

Any party to this order has the right to seek judicial review of it under Section 120.68, F.S., by filing a notice of appeal under Rule 9.110, Florida Rules of Appellate Procedure, with the Broward County Office of the County Attorney, 115 S Andrews Ave., Room 423, Fort Lauderdale, Florida 33301, 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 of appeal must be filed within thirty days after this order is filed with the clerk of the Department.

Should you have any questions, please contact Michael Feeleyer of this office, telephone number (954)519-1402.
APPLICANT: Coastal Waste & Recycling of Broward County, LLC
FACILITY NAME: Coastal Waste & Recycling of Broward County

RED License Number: SW-WP02974-22
FDEP Permit Number: 0349621-003-SO
WACS I.D. Number: 103196

Executed in the City of Plantation, Florida.

BROWARD COUNTY
ENVIRONMENTAL PERMITTING DIVISION

LORENZO FERNANDEZ
Lorenzo Fernandez, PE
Assistant Director

Date  May 6, 2022

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT ISSUANCE and all copies were emailed before the close of business on May 6, 2022, to the listed persons.

FILING AND ACKNOWLEDGMENT: FILED, on this date, pursuant to §120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

Date  May 6, 2022

Attachments: FDEP Permit Number 0349621-003-SO; SW-WP02974-22

cc:
Susan Eldredge, FDEP, Susan.eldredge@dep.state.fl.us
Brenda Clark, PE, BCS Engineering, hclark@bscengine.com
Cabell@coastalwasteinc.com

ITEM 5.6
Page # 13/21
SOLID WASTE MANAGEMENT LICENSE

RED License Number: SW-WP02974-22
FDEP Permit Number: 0349621-003-SO
WACS I.D. Number: 103196

APPLICANT:
Coastal Waste & Recycling of Broward County, LLC
Attention: Mr. Brendan Pantano
1840 NW 33rd Street
Pompano Beach, FL 33064
Phone: (954) 947-4000

FACILITY NAME/ADDRESS:
Coastal Waste & Recycling of Broward County, LLC
1840 NW 33RD ST
Pompano Beach, FL 33064
OPERATOR: Coastal Waste & Recycling of Broward County
ATTN: Mr. Brendan Pantano

This license is issued under provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by Licensee and made a part hereof and described specifically below. The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinances, and in accordance with sections 120.569 and 120.57 of the Florida Statutes, when applicable. If no objection to this license is received within 14 days, you will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with provisions of Article 1, Division 4 of the Code.

NATURE OF BUSINESS: Waste Processing Facility

DESCRIPTION: The facility is a waste processing facility for the receipt and processing of Class III waste materials such as construction and demolition debris (C&D) and yard trash. The materials are sorted into recovered materials as follows: cardboard, paper, metals, plastics, and glass. All operations shall take place inside the building at all times.

Prepared By: Michael Feelemyer
Application Received: 03/30/2022
Date of Issue: 05/06/2022
Renewal App. Due: 04/03/2027
Expiration Date: 06/02/2027

LORENZO FERNANDEZ
Environmental Permitting Division

Page 1 of 6
SOLID WASTE MANAGEMENT LICENSE

GENERAL CONDITIONS

(1) The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the Licensee and must be completed by the Licensee and are enforceable by Resilient Environment Department (RED) pursuant to Chapter 27 of the Broward County Code of Ordinances (BCC). RED will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the Licensee, its agents, employees, servants or representatives.

(2) This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by RED.

(3) In the event the Licensee is temporarily unable to comply with any of the conditions of the license or with Chapter 27 BCC, the Licensee shall notify RED within eight (8) hours or as stated in the specific section of Chapter 27 BCC. Within three (3) working days of the event, the Licensee shall submit a written report to RED that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.

(4) The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.

(5) This license must be available for inspection on the Licensee's premises during the entire life of the license.

(6) By accepting this license, the Licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the county, may be used by the county as evidence in any enforcement proceeding arising under Chapter 27 BCC, except where such use is prohibited by section 403.111, Florida Statutes.

(7) The Licensee agrees to comply and shall comply with all provisions of the most current version of Chapter 27 BCC.

(8) Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of Chapter 27 BCC that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.

(9) The Licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to RED personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 BCC.

(10) This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.

(11) Enforcement of the terms and provisions of this license shall be at the reasonable discretion of RED, and any forbearance on behalf of RED to exercise its rights hereunder in the event of any breach by the Licensee, shall not be deemed or construed to be a waiver of RED's rights hereunder.
SPECIFIC CONDITIONS:

1. Only construction and demolition debris (C&D), yard trash, Class III waste, clean debris, and recovered materials as defined in Rule 62-701 of the Florida Administrative Code (F.A.C.) and Chapter 27-214 of the Broward County Code shall be received at this site. The incoming materials are processed into recoverable materials such as: cardboard, paper, metals, plastics, and glass.

2. This facility will have a storage capacity of approximately 15,000 cubic yards. The facility is expected to process 9,000 cubic yards/day. The total accumulation of incoming material and non-recyclable solid waste shall not exceed 15,000 cubic yards, the approved volume detailed in the license application and approved closure cost estimate.

3. This facility shall not accept or process any putrescible wastes or material suspected of being asbestos, hazardous material, or biomedical wastes. Should any of these materials be delivered at the facility, the licensee shall immediately notify the Broward County Environmental Permitting Division (EPD) and shall arrange for the wastes to be returned to the generator or disposed of in a manner approved by the EPD.

4. The licensee shall ensure all personnel on-site are properly trained to operate the facility with emphasis on proper identification and proper management of prohibited materials, safety, health, environmental controls, and emergency procedures. At least one trained spotter shall be on duty at all times that waste is received at the site to inspect the incoming waste. Operators and spotters shall be trained in accordance with Rule 62-701.320(15), F.A.C.

5. Each incoming load shall be inspected before being allowed to deposit waste at the facility. Any loads containing prohibited material shall be rejected.

6. Prohibited material which inadvertently enters the facility shall be separated from the incoming waste stream within 48 hours from receipt on site and shall be stored in containers and disposed of at a licensed disposal facility pursuant to Rule 62-701, F.A.C. This material shall be removed from the site and properly disposed within 48 hours from receipt of material.

7. All processing of incoming C&D into recyclable materials must be completed within seven (7) working days of receipt on site, except for yard trash, clean untreated wood, and unpainted wood.

8. The unloading, processing, storage and loading of all solid waste shall be conducted within separate designated areas inside the building as provided in the license application. No unloading, processing, sorting, or storage of solid waste is permitted outside the building.

9. The licensee shall utilize, replace as needed and maintain all of the following: concrete areas, push walls, misters for dust and odor control, as well as the leachate/storm water control system as indicated in the license application and site plan.

10. One area for metal storage and one area for yard waste storage may be staged outside. All other recyclable materials from this facility shall be stored inside the building. In no case shall these materials remain on site longer than thirty (30) calendar days from receipt at the facility or when a container load is generated.

11. Vegetative debris, yard trash, and clean wood may be stockpiled on the ground for no longer than ninety (90) days from receipt at the facility. Each stockpile shall not exceed the following maximum dimensions:
   a. Width: fifty (50) feet
   b. Height: twenty (20) feet
   c. Area: 10,000 square feet
12. Any pressure treated wood received on site shall be extracted from the incoming material stream, placed into a designated area, and properly disposed of at a licensed facility pursuant to Rule 62-701, F.A.C.

13. Within 90 calendar days of receipt, all vegetative debris and untreated and unpainted wood shall be processed and removed from the site.

14. All non-recyclable solid waste shall be disposed of at a licensed disposal facility pursuant to Rule 62-701, F.A.C. This material shall be removed from the site within seven (7) operational days after receipt on site.

15. Odors, dust, vectors, and noise shall be strictly controlled at all times. No objectionable odors are allowed beyond the property boundary. The Odor Control Plan as stated in the Operations Plan shall be followed to prevent fugitive odors and particulates from creating nuisance conditions. If any of the above are determined to be a problem, the licensee shall promptly take any and all reasonable actions necessary to correct the situation. The RED noise regulations in Article VII of the Code shall be complied with at all times.

16. Track-out of any sand, dirt, dust, or residue onto public roadways resulting from waste processing facility operations shall be prevented at all times. All loaded haul vehicles leaving the site shall have container physically covered and have adequate freeboard to prevent debris from falling onto public roadways. Inadvertent Track-out that may occur shall be removed by the end of each operational day.

17. All leachate shall be contained to prevent discharge and mixing with storm water and properly disposed of in a manner approved by the EPD.

18. The site shall be secured and kept locked when not attended. Additional fencing and security measures shall be provided as necessary to secure the site and prevent unauthorized dumping.

19. The Licensee shall permanently maintain sign(s) in a conspicuous location clearly visible to the general public indicating the name of the operating authority, contact person and telephone number in case of emergency, hours of operation, and list of prohibited materials.

20. The Licensee shall notify the EPD in writing prior to any change of the onsite operator at the facility. This notification shall include at a minimum, the operator name, address, phone number, and contact person, as well as a description of the operation.

21. The Licensee shall notify the EPD in writing prior to any change of the configuration of the site. The installation/reinstallation of C&D processing equipment such as picking line(s), shaker screen(s), trammel screen(s), etc., or operations changes requires prior written notification and approval of the EPD, which may include modification of this license.

22. A copy of all operator/spotter certifications satisfying the operator and spotter training requirements regarding solid waste operations required pursuant to Chapter 62-701.320(15) F.A.C. for each operator/spotter employee are to be provided prior to initiation of the employee working on-site.

23. The licensee shall comply with all applicable local land use and subdivision regulations and other requirements.
24. The Licensee shall maintain compliance with the financial assurance requirements of Rule 62-701.710, F.A.C., by submitting all required updated supporting documentation in accordance with Rule 62-701.630, F.A.C., and 40 CFR Part 264, Subpart H, as adopted by reference in Rule 62-701.630, F.A.C. All submittals in response to this specific condition shall be sent to:

Solid Waste Financial Coordinator
Florida Dept. of Environmental Protection
2600 Blair Stone Road MS 4548
Tallahassee, Florida 32399-2400

25. The Licensee shall annually provide to the EPD for approval an updated closure cost estimate, in accordance with the requirements of Rule 62-701.630, F.A.C. The closure cost estimates shall be calculated in accordance with Rule 62-701.630, F.A.C., and 40 CFR Part 264, Subpart H, as adopted by reference in Rule 62-701.630, F.A.C. All submittals in response to this specific condition shall be sent to the following email address: wastemanagementsection@broward.org, with a copy to Solid.Waste.Financial.Coordinator@dep.state.fl.us

In the event that electronic mailing is not available, please send the report to:
Broward County Resilient Environment Department
Environmental Permitting Division (EPD)
ATTN: Cleanup & Waste Regulations Section
1 North University Drive, Room 201A
Plantation, FL 33324

26. A record book shall be maintained on site with the following information entered, in cubic yards, on a daily basis:
   A. Quantities of solid waste received and processed (characterized by type); and
   B. Quantity of recyclable material recovered (by type); and
   C. Quantity of recyclable material marketed (by type); and
   D. Quantity of solid waste disposed (by type) and identify the disposal location(s).

Identification of the disposal location(s) shall include: facility name, address and DEP Permit Number (or WACs ID number) for each individual permitted disposal location utilized for disposal of solid waste.

This information shall be summarized and submitted monthly to the EPD on the Waste Processing Facility Monthly Report Form no later than the fifteenth (15th) day of each succeeding month to the email address (WasteManagementSection@broward.org) and include:
   A. The facility name, address and license number;
   B. The month covered by the report;
   C. A summary of the daily information

In the event that electronic mailing is not available, please send the report to the EPD address listed above.

27. The Licensee shall submit DEP Form #62-701.900(7), the Annual Report for a Construction and Demolition Debris Facility, no later than February 1st of each year and shall cover the preceding calendar year. Instructions for submission can be found here: https://floridadep.gov/sites/default/files/CDreportinginstructions_1.pdf
SPECIFIC CONDITIONS: cont'd

28. The licensee shall give written notice to EPD within five (5) days of the completion of closure.

29. Prior to closure of the facility, the licensee shall comply with the closure procedures identified in the closure plan. The licensee shall remove or otherwise dispose of all materials including wastes and products prior to closure.

[SITE PLAN & DUST CONTROL PLAN FOLLOWS]
August 7, 2023

MEMORANDUM

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

SUBJECT: Central County Transfer Station Mango Orchard Mango Harvesting License Agreement

RECOMMENDATION: Authorize Executive Director to exercise the second and final option to renew License Agreement with Christians Reaching Out to Society, Inc. (CROS) to allow the harvesting of mangoes for an additional five-year period through October 9, 2028.

BACKGROUND:

The Solid Waste Authority of Palm Beach County (Authority) owns and operates Central County Transfer Station located in Lantana, Florida which includes a mango orchard of significant size. The orchard’s primary purpose for the Authority is to serve as a landscape/vegetative buffer between transfer station operations and the surrounding area. As part of zoning approvals, the Authority developed a management plan to assure the orchard was maintained to preserve the buffer. This plan allows for either the Authority or an outside entity to manage the orchard.

In 2011, the Authority was contacted by Christians Reaching Out to Society, Inc. (CROS) requesting permission to glean mangoes from the orchard. CROS conducts extensive gleaning operations, which involves picking produce from farmers’ fields that have been left from commercial harvesting methods. This food is then distributed through the network of food banks in Palm Beach County. After gleaning mangoes for two (2) years, CROS requested that the Authority allow CROS to begin harvesting mangoes instead of just collecting fallen fruit.

In October 2013, the Authority and CROS entered into a License Agreement (Agreement) to allow CROS to manage the orchard and harvest the mangoes for an initial five (5) year period with two (2) options to renew for an additional five (5) years for
each option period. In June of 2018, CROS exercised the first right and option to renew the Agreement for an additional five (5) year period which expires on October 9, 2023.

On June 16, 2023, the Authority received a request from CROS to exercise the second right and option to renew the Agreement for an additional five (5) year period. Since 2018, CROS has harvested over 100,000 pounds of mangoes which has provided a valuable food resource to under-privileged residents of Palm Beach County. Staff recommends renewing this Agreement by exercising the second right and option to renew for an additional five (5) years, under the same terms and conditions as the initial Agreement, effective through October 9, 2028.

**BUDGET IMPACT:** None.

**ATTACHMENTS:** Letter from CROS and initial License Agreement, including a sketch of the licensed area and the mango orchard management plan.

**REVIEWS:**

**Director:**

[Signature]

Date: 8/7/2023

**Director of Contract Compliance:**

[Signature]

Date: 8/11/23

**Chief Officer:**

[Signature]

Date: 8/17/23

**Chief Finance Officer:**

(as required)

[Signature]

Date: __________

**Legal Counsel:**

Michael W. Jones

(as required)

[Signature]

Date: __________

**Executive Director:**

[Signature]

Date: 8/10/23
June 16, 2023

Ms. Mary Beth Morrison
Director of Environmental Programs
Solid Waste Authority
7501 N. Jog Road
West Palm Beach, FL 33412

Dear Mary Beth:

This letter is to notify you that CROS would like to exercise the right and option to renew the Terms of our current Agreement for an additional five years, (Section 1.03). We are grateful for the partnership we have with the Solid Waste Authority, in our effort to serve the hungry in Palm Beach County.

During the past four years, our agreement renewal, we have recovered a total of 97,235 pounds of mangoes. This gleaning season, in the fifth year of our agreement, we have so far harvested 13,372 pounds. The season ends July 31st.

Last year, CROS Ministries and the Association of Gleaning Organizations co-hosted the International Gleaning Symposium which was held here in Palm Beach County. The symposium brought together participants from different parts of the USA and Canada. The attendees spent a day at the grove and got to hear about CROS’ collaboration with SWA.

The staff at the Lantana Transfer Station have been exceptional in assisting CROS in our harvesting efforts. We appreciate their warmth, respect and kindness. We have worked with the staff regarding signs to help with trespassers, letting them know that the fruit within the fenced area in the grove is being picked and donated to local food banks.

Again, thank you for giving us the opportunity to manage the SWA Lantana Transfer Station’s mango grove for the past ten years. We are looking forward to our continued partnership for the next five years.

With Gratitude,

Ruth Mageria
Executive Director
LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this 9th day of October, 2013, by and between SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, a dependent special district, established pursuant to Chapter 2001-331, Laws of Florida, hereinafter referred to as "SWA" and CHRISTIANS REACHING OUT TO SOCIETY, INC., a Florida non-profit corporation, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, SWA is the owner of certain real property in Palm Beach County, Florida, which property is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, Licensee desires to harvest mangos growing on a portion of the Property; and

WHEREAS, SWA is willing to grant Licensee a revocable license to Licensee over a portion of the Property for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, SWA hereby grants the Licensee a revocable non-exclusive license to use the Premises as hereinafter defined upon the following terms and conditions:

ARTICLE I
BASIC PROVISIONS

Section 1.01 Premises.
The premises which are the subject of this Agreement consist of approximately 20 acres of SWA's "Central County Transfer Station", located at 1810 Lantana Road, Lantana, Florida as depicted in the Site Plan attached hereto as Exhibit "B" (the "Premises").

Section 1.02 Length of Term and Commencement Date.
The term of this Agreement shall be for a period of five (5) years commencing on the 9 day of October, 2013 (the "Commencement Date") and expiring on October 9, 2018 (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement.
Section 1.03 Option to Renew.

SWA hereby grants to Licensee, provided Licensee is not in default of any term, covenant, condition or payment of rent under this Agreement, the right and option to renew the Term of this Agreement for two (2) successive period(s) of five (5) year(s) each under the same terms and conditions of this Agreement and commencing upon the expiration of the initial Term of this Agreement or any renewal thereof. Licensee shall exercise its option to renew if at all, by written notice to SWA received by SWA on or before ninety (90) days prior to the expiration of the initial Term of this Agreement or any renewal thereof. Failure of Licensee to duly and timely exercise its option to renew the Term of this Agreement shall be deemed a waiver of Licensee's right to said option and all further options.

ARTICLE II
LICENSE FEE

Section 2.01 License Fee.
Licensee shall pay SWA for the use and occupancy of the Premises for the Term of this Agreement a License Fee of One Dollar ($1.00), together with applicable sales taxes thereon.

ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY LICENSEE

Section 3.01 Use of Premises and Hours of Operation.
Licensee shall use the Premises solely and exclusively for cultivation and harvesting of mangos pursuant to and in accordance with the Mango Orchard Management Plan attached hereto as Exhibit "C" (the "Management Plan"). For purposes hereof, cultivation of mangos shall include the right to, and shall affirmatively impose the obligation on Licensee to, perform fertilization, pesticide application, pruning, and harvesting pursuant to the Management Plan or as otherwise directed by SWA or Cooperative Extension Services. Licensee shall not use, permit or suffer the use of the Premises for any other business or purpose whatsoever. The use of the Premises by Licensee shall not interfere with SWA's use of, access to and parking on the SWA's contiguous Property. Licensee hereby agrees that all parking required by Licensee, its agents, employees, or invitees shall be accommodated upon and confined to the Premises. Licensee, at its sole cost and expense, shall provide all traffic control and enforcement necessary to ensure that Licensee's use of the Premises does not interfere with SWA's use of its contiguous Property and that there is entry upon or use of SWA's contiguous Property by the Licensee's agent, employees or invitees. Licensee may utilize the Premises from sunrise to sunset during the Term of this Agreement.
Section 3.02 Licensee’s Work.

Licensee shall be provided two electronic cards (access keys) for the site. Licensee will provide names and contact information for the individuals responsible for the access keys. Licensee shall notify the SWA immediately in the event access keys are lost or stolen. Licensee shall make no further improvements, alterations or additions to the Premises without the prior written consent of SWA. Licensee agrees and acknowledges that any such work performed by Licensee whether pursuant to this Section or otherwise, is performed and accomplished solely for the benefit and convenience of Licensee, and not for the benefit of SWA, such work being nevertheless subject to each and every provision of this Agreement. The interest of the SWA in the Premises shall not be subject to liens for work performed by or on behalf of Licensee. Licensee shall notify anyone performing work upon the Premises of the provision set forth in the preceding sentence. In the event that a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Licensee, the Licensee shall satisfy such claim, or shall transfer same to security, within ten (10) days from the date of filing. In the event that the Licensee fails to satisfy or transfer such claim within said ten (10) day period, the SWA may do so and thereafter charge the Licensee, and the Licensee shall promptly pay to SWA all sums paid by SWA in connection with the satisfaction or transfer of such claim, including attorneys’ fees. Further, the Licensee agrees to indemnify, defend, and save the SWA harmless from and against any damage or loss incurred by the SWA as a result of any such construction lien.

Section 3.03 Waste or Nuisance.

Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect SWA’s fee interest in the Premises or Property. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee’s operations, on the Premises or in any manner not permitted by law. All refuse is to be removed from the Premises daily at Licensee’s sole cost and expense and Licensee will keep such refuse in proper fireproof containers on the interior of the Premises until removed. Licensee will keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

Section 3.04 Governmental Regulations.

Licensee shall, at Licensee’s sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force. Licensee shall indemnify, defend and save SWA harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee’s failure to perform its obligations specified in this Section.
Section 3.05 Non-Discrimination.
Licensee shall assure and hereby certifies that it will comply with the Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, or disability with respect to any activity occurring on the Premises.

Section 3.06 Surrender of Premises.
Upon expiration or earlier termination of Licensee's license to use the Premises, Licensee, at its sole cost and expense, shall remove all of its improvements and personal property from the Premises and shall surrender the Premises to the SWA in at least the same condition the Premises were in as of the date of this Agreement.

ARTICLE IV
REPAIRS AND MAINTENANCE OF PREMISES

Section 4.01 Responsibility of SWA and Licensee.
Licensee shall not be obligated or required to make or conduct any maintenance or repairs to the Premises other than as set forth in the Management Plan. SWA shall be responsible for otherwise maintaining the Premises including mowing the grass.

ARTICLE V
INSURANCE AND INDEMNITY

Section 5.01 Liability Insurance.
Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000)* per occurrence combined single limit bodily injury and property damage liability. Automobile Liability Insurance with bodily injury limits of not less than $500,000 for each person and each accident and with property damage limits of not less than $500,000 for each accident. Licensee shall also maintain Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises—Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Broad Form Property Damage Liability coverage.

Section 5.02 General Provisions.
Except for Workers Compensation, all insurance policies shall name the SWA as Additional Insured. Such insurance shall be in an insurance company licensed to do business in the State of Florida and subject to the approval of the SWA's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided to the SWA at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least thirty (30) days prior notice of cancellation or adverse material change in coverage.
In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this Lease. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this Agreement, SWA shall have the right of injunction, or SWA may immediately terminate this Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold SWA harmless from any loss or damage incurred or suffered by SWA from Licensee's failure to maintain such insurance.

Section 5.03 Indemnification of SWA.

Licensee shall indemnify, defend and save SWA harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Premises; (ii) the occupancy or use by Licensee of the Premises or any part thereof; or (iii) any act or omission of Licensee, its agents, contractors, employees or invitees. In case SWA shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold SWA harmless and pay all costs and attorney's fees incurred by SWA in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or termination of this Lease.

Section 5.04 Waiver by Licensee and Licensee's Insurers of Subrogation.

In the event of loss or damage to the Premises and/or any of Licensee's improvements, the Licensee shall look solely to any insurance in its favor without making any claim against the SWA, and the Licensee shall obtain and deliver to the SWA, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the SWA for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the SWA.

ARTICLE VI
UTILITIES

Licensee shall be solely responsible for and promptly pay directly to the utility or other provider of such service all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. SWA shall have no obligation whatsoever regarding the provision of utility service to the Premises.
ARTICLE VII
REVOCATION OF LICENSE

Section 7.01 Revocation of License.
Notwithstanding anything to the contrary contained herein, the rights granted to Licensee hereunder amount only to a license to use the Premises, which license is expressly revocable by SWA for any reason whatsoever upon notice to Licensee. Upon Licensee's receipt of notice from SWA of the revocation of the license granted hereby, this Agreement shall terminate and SWA shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

ARTICLE VIII
MISCELLANEOUS

Section 8.01 Entire Agreement.
This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between SWA and Licensee concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon SWA or Licensee unless reduced to writing and signed by them.

Section 8.02 Notices.
All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designed the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the SWA at:

The Solid Waste Authority
Attn: Executive Director
7501 Jog Road
West Palm Beach, FL 33412
(b) If to the Licensee at:

C.R.O.S. Ministries
301 First Avenue South
Lake Worth, FL 33460

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 8.03 Recording.
Licensee shall not record this Agreement, or any memorandum or short form thereof, without the written consent and joinder of SWA.

Section 8.04 Waiver of Jury Trial.
The Parties HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS AGREEMENT.

Section 8.05 Governing Law and Venue.
This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach SWA.

Section 8.06 Time of Essence.
Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

Section 8.07 Effective Date.
This Agreement is expressly contingent upon the approval of the SWA, and shall become effective only when signed by all parties and approved by SWA.

Section 8.08 Independent Contractor
Licensee is, and shall be, in the performance of all activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the SWA. 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 Licensee’s sole direction, supervision, and control. Licensee shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Licensee’s relationship and the relationship of its employees to the SWA shall be that of an Independent Contractor and not as employees or agents of the SWA. Licensee does not have the power or authority to bind the SWA in any promise, agreement or representation.
Section 8.09  Prohibition Against Assignment

This Agreement may not be assigned in whole or in part without the express written permission of SWA, which may be granted or withheld in SWA's sole and absolute discretion.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY
IN WITNESS WHEREOF, SWA and Licensee have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, FLORIDA

ATTEST:

By: [Signature and Title]

Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]

Legal Counsel

CHRISTIANS REACHING OUT TO SOCIETY, INC.

WITNESSES:

Karen Mills  
Signature

Karen Mills  
Type or Print Name

By: [Signature]

Title

(SEAL)

G:\WPDATA\GENGOV\FALCON\SWA\SWA.Christians Reaching Out to Society, Inc.Harvesting Mergers.License Agreement.docx

ITEM 5.F
Page # 12/27
EXHIBIT "A"

LEGAL DESCRIPTION OF SWA'S PROPERTY
EXHIBIT "C"

MANGO ORCHARD MANAGEMENT PLAN
Solid Waste Authority of Palm Beach County

Mango Orchard Management Plan

April 1, 2002
INTRODUCTION

The Central County Transfer Station (CCTS) property contains a grove of mango trees. These trees produce fruit of commercial value, and also serve as a landscape buffer between the activities at the transfer station and the neighboring properties. As condition of approval for the development of the transfer station, the Solid Waste Authority of Palm Beach County (Authority) is required to develop a management plan for the grove, to be completed prior to the final Development Review Committee (DRC) review of the site plan for the facility. This document has been prepared to comply with that requirement. Information in this plan is based in part on the Fact Sheet FC-2 developed by the University of Florida Cooperative Extension Service, which is included as an attachment to this plan.

BASIS FOR THE PLAN

The Authority has agricultural operations in place on several parcels of land that it owns. In general rule the Authority has not actively participated in these operations. Instead, these operations are typically privatized through contracts. The Authority’s plan will seek to contract for all or part of the management of the mango grove. Because this plan has to be in place prior to the completion of the selection of a contract operator, it is based on three alternative operating scenarios. The first alternative would be to have the maintenance of the mango trees and the harvesting and marketing of the fruit undertaken by an outside contractor. The second option would have the Authority care for the trees, and have the harvesting and marketing of the fruit done by an outside contractor. The final option would have the Authority responsible for all aspects of maintaining the grove and the fruit it produces. The option pursued will be determined by the response received to the request for proposals for management of the grove.

For each of the options identified, there are several aspects of grove management that can be determined at this point. These include fertilization, pesticide application, pruning and harvesting. Rather than provide specific details for each of these elements, this plan identifies the types of information that the Authority will require, or the approach the Authority will take in contracting for, or conducting the management of the grove. For each option, mango trees that die may be replaced with new mango trees, other tropical fruit trees that grow to a similar stature, or native trees of similar stature.

Mango Grove Management Plan

Option 1: Grove management and fruit harvesting by an outside contractor

Fertilization:

Application of fertilizer will be the responsibility of the contractor. The contractor will be required to provide the Authority a schedule for application, and identify the types and quantities of fertilizer applied.

Pesticide Application:

Application of pesticides or fungicides will be the responsibility of the contractor. The contractor will be required to provide the Authority a schedule for application, and identify the types and quantities of pesticide applied. The contractor will also provide copies of the Materials Safety Data Sheets (MSDS) for each pesticide utilized.

Pruning:

Pruning in the first three (3) rows of trees abutting High Ridge Road or any residential property will be limited to the removal of dead branches and branches that are intertwined with adjacent trees. Reduction pruning will be allowed for other trees.

Harvesting:

The contractor will be responsible for the harvesting and shipment of fruit.
Option 2: Grove management by SWA and fruit harvesting by an outside contractor

Fertilization:

Fertilizer application will be maintained at a level to keep the trees in good production, health, and to assure their continued role as a buffer. Records will be maintained of types of fertilizer and quantities used.

Pesticide Application:

Use of pesticides or fungicides will be limited to controlling pest outbreaks if they occur, and only if necessary. Records, including MSDS sheets, will be maintained of types of pesticides and quantities used.

Pruning:

Pruning will be limited to the removal of dead branches and branches that are intertwined with adjacent trees, if necessary.

Harvesting:

The contractor will be responsible for the harvesting and shipment of fruit.

Option 3: Grove management and fruit harvesting by SWA

Fertilization:

Fertilizer application will be maintained at a level to keep the trees in good health, to assure their continued role as a buffer. Records will be maintained of types of fertilizer and quantities used.

Pesticide Application:

Use of pesticides or fungicides will be limited to controlling pest outbreaks if they occur, and only if necessary. Records, including MSDS sheets, will be maintained of types of pesticides and quantities used.

Pruning:

Pruning will be limited to the removal of dead branches and branches that are intertwined with adjacent trees, if necessary.

Harvesting:

The Authority will be responsible for the harvesting of fruit. Volunteer labor may be utilized.
Attachment

IFAS Fact Sheet FC-2
THE MANGO

J. H. Crane and C. W. Campbell

Scientific name: Mangifera indica L.
Family: Anacardiaceae
Origin: Mangos are indigenous to India and Southeast Asia.

DISTRIBUTION

Mangos are grown in tropical and subtropical lowlands throughout the world. In Florida, mangos are grown commercially in Dade, Lee, and Palm Beach Counties and as door yard trees in warm locations along the southeastern and southwestern coastal areas.

HISTORY

Mangos have been cultivated in India for more than 4000 years. Beginning in the 16th Century, mangos were gradually distributed around the world, reaching the Americas in the 18th Century. The first recorded introduction into Florida was Cape Sable in 1833. Importance: Mangos are universally considered one of the finest fruits and are one of the most important fruit crops in tropical and subtropical areas of the world. Increasing commercial acreage and improved handling methods and shipping throughout the world will no doubt increase the mango’s popularity and availability in US markets. Major producers include India, Pakistan, Indonesia, Mexico, Brazil, and the Philippines. Other important producers are Australia, South Africa, Israel, Egypt, and the U.S.

DESCRIPTION

Tree

A medium to large (30 to 100 ft; 9.1 to 30.5 m), evergreen tree, with a symmetrical, rounded canopy ranging from low and dense to upright and open.

Leaves

Leaves are alternately arranged, lanceolate shaped, 6 to 16 inches (15 to 40.6 cm) in length, and leathery in texture. Pinkish, amber or pale green-colored when young, leaves become dark green at maturity.

Inflorescence

The inflorescence is a many-branched panicle borne at shoot terminals, 2.5 to 16 inches long (6.4 to 40.6 cm), and possessing 550 to more than 4000 flowers. Flowers are small, pinkish-white, with the majority stamine and the remainder perfect. In Florida, mangos bloom from December to April depending upon climatic conditions and variety. Pollination is by various insects such as thrips, flies, and to a small extent, honey bees.

Fruit

Classified as drupes, mangos vary in shape (nearly round, oval, ovoid-oblong), size, and color depending upon the variety. Mangos may be greenish,
greenish-yellow, yellow, red, orange, or purple and
weigh from a few ounces to more than 5 pounds (2.3
kg). The skin is smooth and leathery, surrounding
the fleshy, pale-yellow to deep-orange edible portion.
The fruits possess a single large, flattened,
kidney-shaped seed that is enclosed in a woody husk.
Although the fruit will ripen on the tree,
commercially it is usually picked when firm and green
for shipment to market. The crop is considered
mature when the shoulder of the fruit broadens (fills
out) and some fruits on the tree have begun to
change color from green to yellow. Prior to this
external color break, the fruit is considered mature
when the flesh near the seed changes color from
white to yellow. Generally, mature fruit are available
from May to September in Florida.

Seeds

Mango varieties produce either monoembryonic or
polyembryonic seeds. Polyembryonic seeds contain
more than 1 embryo and most of the embryos are
genetically identical to the mother tree.
Monoembryonic seeds contain 1 embryo and this
embryo possesses genes from both parents.

VARIETIES

It is generally accepted that there are two main
types of mango, the Indian and the Indo-Chinese.

Indian type typically has monoembryonic seeds and
often highly colored fruit. Susceptible to anthracnose
and internal breakdown of the fruit. Most
commercial Florida varieties are of this type.

Indochinese type typically has polyembryonic seeds
and fruit often lack attractive coloration. Relatively
resistant to anthracnose. Florida varieties of this
group are not commercially important, although some
are appreciated in home plantings.

In many areas of the tropics, there are seedling
mangos which do not clearly fit in either of these
types. Some of these are 'Turpentine', 'Number 11',
'Madame Francis', and 'Kensington'.

Some characteristics of the most important Florida
varieties are summarized in Table 1.

CLIMATE

Mango trees are grown in protected locations as
far north as Merritt Island in Florida. Well adapted
to lowlands of the tropics and subtropics, mature trees
can withstand air temperatures as low as 25°F (-3.9°C)
for a few hours with injury to leaves and small
branches. Young trees may be killed at 29°F to 30°F
(-1.7 to -1.1°C). Flowers and small fruits may be
killed if the temperature falls below 40°F (4.4°C) for
a few hours. Mango trees do not appear to acclimate
to cold temperatures and no significant difference in
cold resistance among mango varieties or types has
been observed in Florida.

PRODUCTION AND HARVESTING

The number of fruits that set and mature is very
small in relation to the number of flowers produced
by the tree. Most commercial varieties in Florida
produce an average of less than one fruit per 5
panicles of flowers and therefore are considered to be
shy bearers.

Grafted trees will begin to bear 3 to 5 years after
planting. In Florida, average yields of 4 to 6 bushels
(220 to 330 lbs; 100 to 150 kg) can be expected from
mature trees. Greater yields are possible with good
management and favorable weather conditions. Fruits
of most varieties mature from May to September
(Table 1), with greatest production in June and July.
The period of development from flowering to fruit
maturity is 100 to 150 days. In warmer areas of the
world, less time is required.

Anthracnose, powdery mildew, and low
temperature during bloom generally reduce fruit set
and are the most limiting factors to mango production
in Florida. A dry season preceding and during the
blooming period is considered optimal for good fruit
production.

Mangos are picked by hand or by using a long
picking pole which has at its distal end a canvas or
nylon bag attached to a metal ring with a cutting
blade; ladders and hydraulic lifts are also used to
enable pickers to reach fruit high in the tree canopy.

SPACING, PRUNING AND IRRIGATION

Planting distance depends upon soil conditions,
current technology, and economic factors. In the
poor soils of South Florida, commercial groves are
planted 10 to 30 feet (3.1 to 9.1 meters) apart in rows
and 20 to 30 feet (6.1 to 9.1 meters) between rows.
THE MANGO

Closer spacings require more intensive culture as trees mature and are not recommended unless hedging and topping and/or grove thinning is planned. Homeowners should allow a distance of 30 feet (9.1 m) or more between mango trees and adjacent buildings or trees.

Formative pruning of young trees is usually not necessary. After several years of production, commercial growers periodically cut back the tops ("topping") to 16 to 18 feet (4.9 to 5.5 meters) and sides of the trees ("hedging") to leave a 5 to 8 foot (1.5 to 2.4 meters) open space between rows. This increases foliar spray efficiency, facilitates movement of grove equipment, helps reduce harvesting costs (smaller trees), and may help reduce storm damage. However, this is not necessary for dooryard growers. The best time for the hedging and topping operation is immediately after fruit harvest. Severe pruning does not injure the trees, but will reduce fruit production the following season.

Observations indicate irrigation of newly planted mango trees, especially during dry periods, improves tree establishment and early growth. Research also suggests that irrigation during the period of fruit development increases mango size, earliness, and yields.

Commercially, high volume overhead and under tree irrigation is used for cold protection during freezing weather. Irrigation should be started before freezing temperatures are reached and continued until temperatures are above freezing and ice has melted off the trees. Where electric motors are used, high volume irrigation should only be considered where power outages are not a problem during freezing weather conditions.

SOILS

Mangos are well adapted to many soil types. In Florida, trees growing in light sand and limestone soils must be fertilized periodically for satisfactory growth and fruit production.

Generally, mango trees tolerate some flooding or wet soil conditions; however, the response among trees is variable. Flooding stress symptoms include leaf wilting and desiccation, stem dieback, reduced growth, and tree death. Previous and current environmental conditions and plant size and health affect the response to wet conditions.

FERTILIZER

In Florida, young trees should receive fertilizer applications every two months during the first year, beginning with 1/4 lb (114 g) and gradually increasing to one pound (455 g). Thereafter, increase fertilizer amounts proportionate to the increasing size of the tree. For mature trees, a maximum of about 20 to 35 pounds per tree of a mixed fertilizer, split into two to four applications per year should be sufficient.

Fertilizer mixtures containing 6 to 10% nitrogen, 6 to 10% available phosphoric acid, 6 to 10% potash, and 4 to 6% magnesium give satisfactory results with young trees. For bearing trees potash should be increased to 9 to 15% and available phosphoric acid reduced to 2 to 4%. Nitrogen, phosphoric acid, and potash fertilizer ratios commercially available in mixes include 6-6-6, 8-8-8, 10-10-10, and 8-3-9.

In neutral and acid pH soils, micronutrients such as iron, zinc, and manganese can be applied as dry materials to the soil either separately or in mixes. Mango trees growing in calcareous soils should receive nutritional sprays of copper, zinc and manganese for the first four or five years. Thereafter, only zinc and manganese are necessary. Iron should be applied in chelated form (FeEDDHA compounds are the best) as a soil drench 2 to 3 times per year. Boron (sodium borate formulation) should be applied annually in a foliar spray or in dry form.

PROPAGATION

Seed

Polyembryonic varieties generally come true from seed, and this is a common method of propagation in many parts of the tropics. Monoembryonic varieties do not come true from seed and must be propagated vegetatively to maintain desirable qualities.

Vegetative

Veneer-grafting and chip-budding are the most common and successful methods in Florida. Young, vigorously growing seedlings are used for rootstocks. Scionwood is selected from young, leafy terminals or mature terminals with swelling buds. Grafting can be done at any time of the year when suitable rootstocks are available, but is most successful during warm weather.

Undesirable varieties can be changed by top-working. Scions of the desired variety are
veneer-grafted directly on the trunk or limbs of the tree or on new shoots which develop after the tree is cut back.

Air layering of some varieties ('Tommy Atkins') has been successful by applying a 2% naphthaleneacetic acid (NAA)/lanolin mixture to the distal bark/wood interface of the girdle. Adventitious roots form in about 10 to 12 weeks. However, this method has not been practiced on a commercial scale and tree performance under field conditions has not been tested.

Rootstocks

Seedling rootstocks of the polyembryonic mango varieties 'Turpentine' or 'Number 11' are commonly used in Florida. These rootstocks are tolerant of high pH soils and seedlings are vigorous and relatively uniform.

PESTS

The most important pests in Florida are mites, scale insects and thrips. Although these pests seldom limit fruit production, their populations occasionally become large enough to require control measures.

Currently, the most important insect pests in Florida are Red-banded thrips (Selenothrips rubrocinctus), False Oleander scale (Pseudaulacaspis cockerellii), Pyliform scale (Protococcus pyriformis), Dictyocephalum scale (Chrysomphalus dictyospermis), Florida red scale (C. aoaizum), mites (Paratetanychus yothersi), Florida thrips (Frankliniella hispina) and Ambrosia beetles (Xylosandrus sp.). For more information and control measures, consult your county agricultural extension agent.

DISEASES

Successful chemical control of diseases caused by fungi requires that all susceptible parts of the plant be thoroughly coated with the fungicide before infection occurs. Sprays applied after infection (which occurs several days to months before the disease is evident) have no effect on disease development. Sprays must be re-applied as new tissues become exposed by growth and as spray residues are reduced by weathering. A successful program depends on (1) use of the right amount of a recommended fungicide and adjuvant, if required, (2) timely applications before infection is most likely to occur and (3) thorough coverage of susceptible parts. For more information and control measures, consult your county agricultural extension agent.

Anthracnose

(Colletotrichum gloeosporioides) The most important disease of mango in Florida, the anthracnose fungus attacks flowers, young fruits, leaves and twigs. It also appears as a storage disease of mature fruits. Symptoms appear as black, slightly sunken lesions of irregular shape, which gradually enlarge and cause blossom blight, leaf spotting, fruit staining, and fruit rot. Disease development is encouraged by rains or heavy dews. Prevention can be accomplished by maintaining a coating of fungicide on susceptible parts starting when bloom buds begin to expand and ending at harvest.

Mango scab

(Elsinoe mangiferae). The fungus attacks leaves, flowers, fruits, and twigs. In early stages, mango scab infection resembles anthracnose. Lesions on fruit usually become covered with corky brown tissue and leaf distortion is particularly severe in nurseries. Mango scab is usually not important in commercial groves because the anthracnose spray program also controls scab. Infection in nurseries can be prevented by frequent sprays of neutral copper on young leaves.

Powdery mildew

(Oidium sp.). The fungus attacks leaves, flowers and young fruits during the dry spring. Infected tissues are covered with whitish powdery growth of the fungus. Lesions develop along the midrib or under sides of leaves and become dark brown and greasy-looking as leaves mature. Severe infections destroy flowering panicles and cause failure of fruit set and defoliation of trees. If mildew occurs in the grove, applications of sulfur will prevent spread of infection to new growth.

Verticillium Wilt

(Verticillium albo-atrum). Verticillium Wilt can occur in the limestone soils of Dade County and is usually observed in new trees planted on land previously used for vegetable production (especially tomatoes). This fungus attacks the tree roots and vascular (water conducting) system, decreasing and blocking water movement into the tree. Symptoms of
infection include leaf wilting, desiccation and browning, stem and limb dieback, and browning of the vascular tissues. Occasionally Verticillium will kill young trees.

**Alga Spot**

(*Cephaleuros* sp.). This parasitic alga attacks leaves and stems. Symptoms begin as circular green-gray spots which turn rust red indicating sporulation. Stem infection appears similar but can lead to bark cankers and thickening and stem death. This organism is normally not a problem where copper fungicides are periodically used.

**DISORDERS**

**Mango Decline**

Research to date suggests that mango decline is caused by deficiencies of manganese and iron. These deficiencies may predispose trees to infection by fungal pathogens (*Botryosphaeria ribis* and *Physalospora* sp.) which attack shoots, or by root feeding nematodes (*Hemicicnomoides mangiferae*). Leaf symptoms include interveinal chlorosis, stunting, terminal and marginal necrosis, and retention of dead leaves that gradually drop. Dieback of young stems and limbs is common and even tree death may occur. Increased applications of iron, manganese, and zinc micronutrients have been observed to reduce or ameliorate this problem.

**Internal Breakdown**

This is a fruit problem of unknown cause, which is also called jelly seed and soft nose. Generally, it is less of a problem on the calcareous (limestone) soils found in south Dade County and more common on acid sandy soils with low calcium content. The degree of severity may vary from one season to another. Several symptoms may appear including (1) a softening (breakdown) and water soaking of the fruit flesh at the distal end while the flesh around the shoulders remains unripe, (2) an open cavity in the pulp at the stem end, (3) over-ripe flesh next to the seed surrounded by relatively firm flesh, or (4) areas of varying size in the flesh appearing spongy with a grayish-black color. This disorder is aggravated by high nitrogen fertilization. Increased calcium fertilization may help alleviate this problem in acid soils. Fruits harvested mature-green are less affected than those allowed to ripen on the tree.

**Mango Malformation.**

This disorder is caused by *Fusarium moniliforme* Sheld, a fungus. Symptoms include the drastic shortening of panicles giving them a clustered appearance and/or a shortening of shoot internodes. Affected panicles do not set fruit and eventually dry up and turn black. This disorder is not common in Florida but growers should watch for it and prune-off affected flower panicles and shoots and destroy them, preferably by burning.

**RIPENING AND STORAGE**

The best temperatures for ripening mangos are from 70° to 75° F (21 to 24° C). Fruits ripened at higher temperatures often shrivel and develop off-flavors. Mature fruits ripen in three to eight days after harvest. Commercially, to delay ripening and facilitate shipment, fruit can be stored at cold temperatures no lower than 55° F (12.8° C). Chilling injury symptoms may not become evident until fruit is exposed to higher temperatures. Symptoms may include brown or gray discoloration of the skin, surface pitting, uneven flesh ripening, and off-flavors.

**USES**

Mango is one of the most highly esteemed fruits of the tropics. The fruit is used in many ways, with fresh consumption being the most important. It can also be frozen, dried, canned, or cooked in jams, jellies, preserves, pies, chutney and ice cream. The fruit is a good source of vitamins A and C.
Table 1. Some characteristics of Florida mango varieties.

<table>
<thead>
<tr>
<th>Variety</th>
<th>Fruit 1</th>
<th>Fruit 2</th>
<th>Fruit 3</th>
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<td>G P F Y</td>
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</table>

1. Fruit maturity: M, May; J, June; J, July; A, August; S, September.
2. Fruit color: G, green; F, purple; P, pink; R, red; Y, yellow.
3. Fruit production: G, good; F, fair; P, poor.
4. Anthracnose susceptibility: MR, moderately resistant; S, susceptible; VS, very susceptible.
5. Seed type: M, monoembryonic; E, polyembryonic; Earlygold, majority of fruit seedless.
6. Recommended for H, home; C, commercial planting; Y, yes; N, no; M, maybe.
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 Biosolids Processing Facility

RECOMMENDATION: Authorize the Executive Director to execute a contract with CDM Smith Inc. 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 May 15, 2023, (RFQ No. 23-607/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 Biosolids Processing Facility (BPF).

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 three percent (3%).

Two (2) firms responded to this solicitation, and both were deemed responsive by the Authority’s Purchasing department. The Evaluation Committee (Committee) met on July 12, 2023, and ranked the two (2) firms based on qualifications and experience as prescribed by CCNA. The Committee ranked CDM Smith Inc. 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: $100,000 annually which will be approved on a project specific basis through the normal budget process.

ATTACHMENTS: Final Ranking

REVIEWS:

Director: [Signature], Date: 8/7/23

Director of Contract Compliance: [Signature], Date: 8/11/23

Chief Officer: [Signature], Date: 8/7/23

Chief Finance Officer: (as required) [Signature], Date: 8/3/23

Legal Counsel: (as required) Michael W. Jones, Date: 

Executive Director: [Signature], Date: 8/11/23
* RECOMMENDATION OF AWARD

July 12, 2023

FINAL RANKING

CONSULTING ENGINEERING SERVICES FOR THE CONTINUED OPERATIONS AND MAINTENANCE OF THE BIOSOLIDS PROCESSING FACILITY

<table>
<thead>
<tr>
<th>RANKING</th>
<th>RESPONDENTS</th>
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<tbody>
<tr>
<td>1</td>
<td>*CDM SMITH</td>
</tr>
<tr>
<td>2</td>
<td>CAROLLO ENGINEERS, INC.</td>
</tr>
</tbody>
</table>

Signature:

____________________________
Jodi S. Hart CPP, MBA Juris Master
Director of Purchasing Services

ITEM 5.6
Page # 3/3
MEMORANDUM

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

SUBJECT: Recommendation and Award of Contract for Professional Engineering Services Associated with the Continued Operations and Maintenance of Recovered Materials Processing Facility

RECOMMENDATION: Authorize the Executive Director to execute Agreement No. 23-608 with Enviro-Services & Constructors, Inc. d/b/a RRT Design & Construction for Consulting Engineering Services related to the continued Operations and Maintenance of the Recovered Materials Processing Facility, subject to legal sufficiency approval by General Counsel.

BACKGROUND:

The Solid Waste Authority of Palm Beach County (Authority) advertised a Request for Qualifications No. 23-608 (RFQ) for professional engineering services on May 5, 2023, in conformance with the requirements of F.S. 287.055 Consultants’ Competitive Negotiating Act (CCNA). The services to be provided under this solicitation include, but are not limited to, periodic and comprehensive inspections of Recovered Materials Processing Facility (RMPF), including the site, buildings, and equipment, to assess the condition of the RMPF; its ability to perform the intended functions and compliance with the applicable regulations, environmental permits, industry standards and contractual performance guarantee requirements. The results of these inspections and audits are compiled in an annual report providing a comprehensive documented independent third-party review of the performance of the RMPF.

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 M/WBE participation of three (3) percent.

One (1) firm, Enviro-Services & Constructors, Inc. d/b/a RRT Design & Construction responded to this solicitation and was deemed responsive and qualified by the Authority’s Purchasing department. 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, subject to Board approval.
BUDGET IMPACT: The services required under this Agreement are provided for in a combination of fixed fee and hourly rate basis for approximately $200,000 per year and are included in the annual budget review and approval process.

ATTACHMENTS: None

REVIEWS:
Director: [Signature] Date: 8/03/2023
Director of Contract Compliance: [Signature] Date: 8/04/2023
Chief Officer: [Signature] Date: 8/03/2023
Chief Finance Officer: [Signature] Date: 8/03/2023
General Counsel: [Signature] Date: [Blank]
Executive Director: [Signature] Date: 8/03/2023

ITEM S.H. Page # 2/2
MEMORANDUM

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

SUBJECT: Solid Waste Management Facility Permit Issuance
Dan Griffin Sod Company, Inc.

RECOMMENDATION: Authorize the Executive Director to issue Operation Permit #DG 0082 YT23 to Dan Griffin Sod Company, Inc., for Yard Trash composting, for a period of one (1) year, effective through August 31, 2024.

BACKGROUND:

On June 15, 2023, Dan Griffin Sod Company, Inc. (Applicant), submitted an application to the Solid Waste Authority of Palm Beach County (Authority) for an Operation Permit that allows for the receipt and composting of unprocessed Yard Trash generated off the farm for agricultural beneficial use at their sod farm located at 41011 Willard Smith Road, South Bay, FL 33493. As set forth below, the activities proposed in the application qualify for approvals or exemptions related to bona fide agriculture and normal farming operations. The Applicant provided in their application a use interpretation of the activities related to bona fide agricultural from Palm Beach County Zoning Division (PBCZD). The Applicant also provided the "normal farming operations" exemption from solid waste permitting/registration found in Chapter 62-709.305(2)(c), Florida Administrative Code (FAC). This exemption applies to agricultural settings involving the composting of Yard Trash generated off the farm, for use on the farm. Pursuant to Authority Rule 1, an Authority permit is still required for Solid Waste brought from offsite to a farm. The Applicant also holds permits with the South Florida Water Management District (SFWMD) for Everglades Works of the District (Best Management Practices and Discharge Monitoring) and Water Use (Agricultural Irrigation).

Staff requested comments from all applicable regulatory agencies and received comments with no objections (attachments), except for one outstanding item with the Florida Department of Health - Palm Beach County (FDOHPBC)/Florida Department of Environmental Protection (FDEP).
Based on the information presented in the permit application package, and the responses from the regulatory agencies, staff recommends issuance of Operation Permit #DG 0082 YT23, pending resolution of the one outstanding matter with FDOHPBC/FDEP. The expiration date for this permit will be August 31, 2024.

**BUDGET IMPACT:** None.

**ATTACHMENTS:** SWA Operation Permit (Cover Page, General Conditions, Specific Conditions, Exhibit A, and Monthly Facility Report Form); Site Location Map; and Responses from Regulatory Agencies (4).

**REVIEWS:**

<table>
<thead>
<tr>
<th>Role</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director</td>
<td>Mary Beth Nelson</td>
<td>8/7/23</td>
</tr>
<tr>
<td>Director of Contract Compliance</td>
<td></td>
<td>8/4/23</td>
</tr>
<tr>
<td>Chief Officer</td>
<td></td>
<td>8/7/23</td>
</tr>
<tr>
<td>Chief Finance Officer (as required)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Counsel (as required)</td>
<td>Michael W. Jones</td>
<td></td>
</tr>
<tr>
<td>Executive Director</td>
<td></td>
<td>8/6/23</td>
</tr>
</tbody>
</table>
Solid Waste Management Facility Operation Permit

Permit Number: DG 0082 YT23
Facility Name: Dan Griffin Sod Company, Inc.
Facility Description: Sod farm that composts unprocessed Yard Trash brought to the farm from off-the-farm, for agricultural beneficial use on-the-farm, pursuant to SWA Rule 1, Section 5.1(e).
Facility Location: 41011 Willard Smith Road, South Bay, Palm Beach County, FL 33493; approximately 1.5 mile west of the intersection with US 27 and Willard Smith Road on the south side. Parcels: 00-36-45-27-00-000-3010, 00-36-45-27-00-000-3000, 00-36-45-27-00-000-7020.
Permittee: Dan Griffin Sod Company, Inc.
Property Owner: Dan H. Griffin, President
Date of Permit Issuance: TBD*
Date(s) of Permit Transfer: N/A
Date(s) of Permit Modification: N/A
Date(s) of Permit Revision: N/A
Date of Permit Renewal: N/A
Date of Permit Expiration: August 31, 2024

The permittee hereby agrees to undertake the activity for which this permit is issued in accordance with the attached General and Specific Conditions.

Permittee ________________________ Date ________________________

The Solid Waste Authority of Palm Beach County hereby permits the operation of the above-designated facility in accordance with the attached General and Specific Conditions.

Daniel Pellowitz
Executive Director

*pending approval of other regulatory agency requirements
GENERAL CONDITIONS

The following terms, conditions, limitations, and restrictions set forth in this Part are "General Permit Conditions" and are binding on the Permittee. Enforcement of these conditions shall be pursuant to the provisions of Chapter 2001-331, Laws of Florida and Solid Waste Authority of Palm Beach County (herein referred to as the Authority). Terms not defined herein shall have the meaning ascribed to them in Rule I.

1. The terms, conditions, requirements, limitations and restrictions set forth in this Permit are "Permit Conditions" and are binding and enforceable pursuant to Palm Beach County Solid Waste Act.

2. This Permit is valid only for the specific processes and Operations applied for and specified in the Permit application and any approved drawings or exhibits, specifications or conditions submitted with or incorporated by reference into the application or Permit. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this Permit shall constitute grounds for enforcement action by the Authority.

3. The issuance of this Permit does not convey any vested rights or any exclusive privileges. Neither does it authorize or condone any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This Permit is not a waiver of or approval of any other 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, nor does it constitute recognition or acknowledgment of title.

5. This Permit does not relieve the permittee from liability for harm or injury to human health, safety or welfare, animal, or plant life, or property caused by the construction or Operation of this permitted Facility, or from penalties therefor; nor does it allow the permittee to cause Pollution in contravention of Federal, State, or local laws or regulations.

6. The permittee shall properly operate and maintain the Facility and systems that are installed and used by the permittee to achieve compliance with the conditions of this Permit, or other permits required by Federal, State, or local laws or regulations. 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 Federal, State, or local laws or regulations.

7. The permittee, by accepting this Permit, specifically agrees to allow authorized Authority personnel, upon presentation of credentials or other documents and at reasonable times, access to the premises where the permitted activity is located or conducted to:

ITEM 5.2
Page # 4/65
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 at any location reasonably necessary to assure compliance with this Permit or Authority Rules.

d. Reasonable time and reasonable prior notice shall 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 due to uncontrollable circumstances, the permittee shall immediately provide the Authority with the following information in writing:

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 the 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 Authority, the Health Department or by the Department or any Federal, State or local agency having jurisdiction over the Operation for penalties or for revocation of this Permit.

c. Notice to the Authority does not relieve the permittee of requirements to provide notice required under any other rule, permit or approval of Federal, State or local agencies having jurisdiction.

9. The permittee shall notify the Authority of the pendency of an enforcement action of any type by another regulatory agency.

10. 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 Facility which are submitted to the Authority may be used by the Authority as evidence in any enforcement case involving the permitted Facility arising under the Florida Statutes or Authority Rules. Such evidence shall be used to the extent it is consistent with the rules established in the procedures for conduct of quasi-judicial proceedings as adopted by the Governing Board of the Authority.

11. The permittee agrees to comply with changes in Authority 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 Authority Rules to challenge the appropriateness or validity of such changed Rules or statutes.
12. This Permit is transferable only upon Authority approval in accordance with Authority Rules. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Authority.

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

14. Upon request, the permittee shall furnish all records and plans required under Authority Rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Authority.

15. When requested by the Authority, the permittee shall within a reasonable time furnish any information required by Rule I which is needed to determine compliance with the Permit. If the permittee becomes aware that relevant facts were not submitted or were incorrect in the Permit application, or in any report to the Authority, such facts or information shall be corrected promptly.

16. When a Permit is expired, surrendered, or revoked, the permittee shall properly close the permitted Facility in accordance with the Closure Requirements of Authority Rule I Section 15.
SPECIFIC CONDITIONS

The following terms, conditions, limitations, and restrictions set forth in this Part are "Specific Permit Conditions" and are binding by the Permittee. Enforcement of these conditions shall be pursuant to the provisions of Chapter 2001-331, Laws of Florida and Authority rules adopted pursuant thereto.

1. The Permittee shall, at all times pursuant to the issuance of this Operation Permit, comply with all specific and general conditions listed within this permit and conduct the permitted activity in accordance with all applicable regulations and statutes.

2. The Permittee shall limit the receipt of material to unprocessed Yard Trash only. Incidental non-Yard Trash and non-recyclable solid wastes, which may be contained in materials delivered to the facility, shall be removed and handled by the Permittee in accordance with applicable law and this permit, and delivered to the Solid Waste Authority for disposal.

3. The Permittee shall, at all times pursuant to issuance of this Operation Permit, operate the site only as a Yard Trash composting facility for agricultural beneficial end use.

4. The Permittee agrees to store and/or process Yard Trash, compost, and non-recyclable residue in accordance with the approved Project Narrative attached to this Operation Permit as Exhibit A.

5. The Permittee shall submit monthly transaction reports detailing the quantity, in tons or cubic yards, of Yard Trash received at the site; the total amount processed; the amount of processed material stored on site; the amount of material not processed; the amount of residue generated from processing; and the amount of non-recyclable residue disposed. A copy of the monthly report form is attached and hereby made part of the permit.

6. The Permittee shall keep accurate and verifiable records of all reports and data required by this permit.

7. The Permittee shall notify the Authority forty-eight (48) hours prior to the commencement of operations at the site.

8. According to the Palm Beach County Zoning Division, the "site is allowed for chipping and mulching, and composting uses exclusively for bona fide agriculture on the subject site with no resale of material chipped, mulched or composted on site. Manure and/or biosolid composting is not allowed. The material received from offsite shall be utilized solely on the properties listed on this permit (PCNs – 00-36-45-27-00-000-3010, 00-36-45-27-00-000-3000, 00-26-45-17-00-000-7020)." The Permittee shall obtain any confirmation or approval that is required by the Palm Beach County Zoning Division prior to making any changes to the operations specified in this paragraph.
Owner: Dan Griffin Sod Company Inc.
Mailing Address: 27938
Facility Address: 41011 Willard Smith Road, South Bay, FL 33493
Location Map: 2738 Palm Deer Dr., Loxahatchee, FL 33470-2545

Number of Parcels included: Three (3)
PCNs: 00-36-45-27-00-000-7020, 00-36-45-27-00-000-3010, 00-36-45-27-00-000-3000
Acreage: 317.35 Acres
Primary Access: Willard Smith Road via US27
Number of Employees: Five (5)
Equipment: Frontend Loader, Water Truck / Wagon, Portable Grinder
Duration: Ongoing
Operation Hours: Monday – Saturday 8:00 am to 4:30 pm

Estimated Fee to Accept Waste: $20 / CY

Estimated Incoming Volume: 1500 CY/Day

Estimated Volume to be Recycled: 1485 CY/Day

Estimated % of Volume to be Recycled: 99%

Estimated % of Volume that is Residue to be Removed from Compost Pile: <1%

Expected Residue: Small amounts of plastic, metal, glass, and other non-biodegradable compostable materials

Description of the Proposed Use: The operation owner is contracting with various SWA certified haulers to bring unprocessed yard waste materials to the site. This unprocessed yard waste material is intended to be composted on-site in the identified areas shown on the accompanying site plan. This unprocessed yard waste is intended to be processed and used as supplemental topsoil in the sod fields. This composted topsoil is intended to help replenish the topsoil being lost as a result of the ongoing agricultural sod operation whereas, each harvest of sod reduces the amount of remaining topsoil in the fields.

Upon arrival the unprocessed yard waste materials will be sorted and inspected for residue waste and any residue waste identified will be pulled from the pile and it will either be returned to the SWA certified hauler for immediate removal or it will be placed in a designated container/ trailer for temporary residue storage for no more than 30 days before it is removed from the site and disposed of at a licensed waste facility.

The unprocessed yard waste material will be dumped, spread, and processed within the specified process areas identified on the site and phase plan. Processing includes grinding with portable grinders and then turning with front-end loader equipment until the material is sufficiently composted.

Compost piles will be placed in the areas defined on the site plan. Each compost pile will be separated from other piles by at least 20 feet to ensure a minimum 20-foot wide access aisle is provided between piles. Each compost pile is proposed to be 200 feet long by 60 feet wide with an overall height not to exceed 15 feet.
Typical Compost Pile Configuration Diagram
With a 20-Foot Minimum Separation and Access Isles Between Compost Piles

(Dimension - Length x Width x Height)
Typical Compost Pile Height Control Measure

VISIBLE MAXIMUM HEIGHT MARKER TO BE PROVIDED FOR ALL COMPOST AREAS

TYPICAL COMPOST PILE ELEVATION WITH HEIGHT MARKER
Site Plan
Showing Proposed Compost Locations
Within Sod Fields
Particulate control:

Particulate matter will be control by application of water to fields and piles by the onsite tanker truck or by the farm irrigation system.

Fire Protection

Fire protection is provided by farm irrigation and pumping equipment from the centrally sourced 12 foot wide by 8 foot deep farm canal that runs north to south for approximately 1 mile in the middle of the field. This water source can be pumped by the farms C3450G6 model pump at the rates listed below to any compost location within the 1300 feet of the water source. The central ditch location provides a source of water for emergency fire suppression within 1300 feet of all compost piles.

Site Map Showing Water Source
The applicant also has a 3,000 gal pull behind water wagon and a 10,000 gal water tanker to assist with hydration and fire protections. The water source is a canal that is 1 mile long, 12' wide and 8' deep. It has control structures at each end which can be opened to provide additional water.
RECYCLING FACILITY MONTHLY REPORT

MONTH ____________________
YEAR ____________________

PERMITTEE: Dan Griffin Sod Company, Inc.
PERMIT #: DG 0082 YT23
ADDRESS: 41011 Willard Smith Road, South Bay, FL 33493
PHONE: ____________________ CONTACT PERSON: ____________________

TOTAL INCOMING YARD TRASH: ____________________ □ Tons
□ Cubic Yards

STORED ON SITE

Processed Yard Trash ____________________
Compost ____________________
Unprocessed Yard Trash ____________________

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<th>AMOUNT STORED</th>
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<td>Non-Recyclable Residue ____________________</td>
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<td>SWA</td>
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Signature ____________________ Date ____________________

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)).
June 23, 2023

Fire Marshal Chief David DeRita
Palm Beach County Fire Rescue
405 Pike Road
West Palm Beach, Fl. 33411

Re: SWA Rule 1 Operation Permit Application #DG 0082 YT23 (New)
Proposed Dan Griffin Sod Company, Inc.
41011 Willard Smith Road, South Bay, FL 33493
PCN(s): 00-36-45-27-00-000-3010, 00-36-45-27-00-000-3000, 00-36-45-27-00-000-7020

Dear Chief DeRita:

The Solid Waste Authority of Palm Beach County (SWA) administers a permitting program, pursuant to Section 12.2, Chapter 2001-331, Laws of Florida, for the recycling of construction and demolition debris and yard trash at private solid waste management facilities in Palm Beach County (County). The SWA has received an application from the above-referenced agricultural facility requesting a permit to process and compost yard trash brought to the farm from offsite, for use solely on-the-farm. Yard trash is subject to SWA’s flow control authority, and the proposed project requires a SWA permit pursuant to SWA Rule 1, Section 5.1(e).

The applicant’s proposed activities may qualify for approvals or exemptions related to bona fide agriculture and normal farming operations. Please provide your agency’s comments on the proposed issuance of this Operation Permit on the attached form. Agency comments are requested to verify the applicant is following Federal, State and local pollution control and solid waste management laws, rules, permits, approvals, and/or exemptions. Please return the completed form to this office (e-mail to kkanter@swa.org) no later than Friday, July 7, 2023.

If you have any questions or would like to discuss this request prior to completion, please contact me at 561-640-4000, extension 4616. Thank you for your prompt attention to this matter.

Sincerely,

Karen Kantor, P.G.
Special Programs Manager

Attachment

Cc: Captain Pam Summers, PBCFR (psummers@pbegov.org)
Rule 1 Permitting Program
Request for Agency Comments

The Solid Waste Authority of Palm Beach County (SWA) is providing notice to your agency of the Proposed Action listed below and requests your agency's comments regarding the Proposed Action to ensure the subject facility meets the applicable Federal, State, and Palm Beach County pollution control and solid waste management laws, rules, permits, approvals, and/or exemptions. Please contact Karen Kantor at (561) 640-4000 ext. 4616 with any questions or if you wish to discuss the subject facility prior to completing this form.

Facility Information:
Proposed Dan Griffin Sod Company, Inc.
41011 Willard Smith Road, South Bay, FL 33493
PCN(s): 00-36-45-27-00-000-3010, 00-36-45-27-00-000-3000, and 00-36-45-27-00-000-7020

SWA Operation Permit #:
NEW APPLICATION
DD 0082 YT23

Proposed action:
Issue a new SWA Rule 1 Operation Permit to Dan Griffin Sod Company, Inc. (Applicant), a sod farm in the EAA, for the processing and composting of yard trash brought to the farm from offsite, for use solely on-the-farm. The Applicant is currently an agricultural beneficial end-user of processed yard trash (mulch) from SWA's biomass contractors. Yard trash is subject to SWA's flow control authority and a SWA permit is required for the proposed activities per SWA Rule 1, Section 5.1(c). The Application included: documentation of property ownership and agricultural classification; narrative plan for proposed yard trash processing and composting activities and beneficial use onsite, and pile management standards, and dust and fire control measures; and an operational site plan reviewed by PBC Fire Rescue.

Please send response to kkantor@swa.org by Friday, July 7, 2023

Please check (✓) below and provide any comments on the Proposed Action. Comments may include verification of the subject facility's approval/permitting/exemption and compliance statuses with your agency and any supporting documentation.

Exemption
✓ Satisfactory Optional comments can be provided below.

Unsatisfactory. Please provide comments and the return-to-compliance date in the fields below.

Facility returned to compliance on (date)

Comments Section:

Completed by: [Signature]
Name/Title: [Name/Title]
Agency: [Agency]

Date: 07/23/2023
June 23, 2023

Rick Torrance, Code Enforcement Manager
Palm Beach County Planning, Zoning, and Building – Code Enforcement Division
2300 N. Jog Road
West Palm Beach, FL 33411

Re: SWA Rule 1 Operation Permit Application #DG 0082 YT23 (New)
Proposed Dan Griffin Sod Company, Inc.
41011 Willard Smith Road, South Bay, FL 33493
PCN(s): 00-36-45-27-00-000-03010, 00-36-45-27-00-000-3000, 00-36-45-27-00-000-7020

Dear Mr. Torrance:

The Solid Waste Authority of Palm Beach County (SWA) administers a permitting program, pursuant to Section 12.2, Chapter 2001-331, Laws of Florida, for the recycling of construction and demolition debris and yard trash at private solid waste management facilities in Palm Beach County (County). The SWA has received an application from the above-referenced agricultural facility requesting a permit to process and compost yard trash brought to the farm from offsite, for use solely on-the-farm. Yard trash is subject to SWA’s flow control authority, and the proposed project requires a SWA permit pursuant to SWA Rule 1, Section 5.1(e).

The applicant’s proposed activities may qualify for approvals or exemptions related to bona fide agriculture and normal farming operations. Please provide your agency’s comments on the proposed issuance of this Operation Permit on the attached form. Agency comments are requested to verify the applicant is following Federal, State and local pollution control and solid waste management laws, rules, permits, approvals, and/or exemptions. Please return the completed form to this office (e-mail to kkanter@swa.org) no later than Friday, July 7, 2023.

If you have any questions or would like to discuss this request prior to completion, please contact me at 561-640-4000, extension 4616. Thank you for your prompt attention to this matter.

Sincerely,

Karen Kantor, P.G.
Special Programs Manager

Attachment

Cc: Bobbi-Jo Robinson (BRobinson@pbegov.org)
    Richard Padgett (RPadgett@pbegov.org)
Rule 1 Permitting Program
Request for Agency Comments

The Solid Waste Authority of Palm Beach County (SWA) is providing notice to your agency of the Proposed Action listed below and requests your agency’s comments regarding the Proposed Action to ensure the subject facility meets the applicable Federal, State, and Palm Beach County pollution control and solid waste management laws, rules, permits, approvals, and/or exemptions. Please contact Karen Kantor at (561) 640-4000 ext. 4616 with any questions or if you wish to discuss the subject facility prior to completing this form.

<table>
<thead>
<tr>
<th>Facility Information:</th>
<th>SWA Operation Permit #:</th>
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<tr>
<td>Proposed Dan Griffin Sod Company, Inc.</td>
<td>NEW APPLICATION</td>
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<tr>
<td>41011 Willard Smith Road, South Bay, FL 33493</td>
<td>DD 0082 YT23</td>
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<td>PCN(s): 00-36-45-27-00-000-3010, 00-36-45-27-00-000-3000, and 00-36-45-27-00-000-7020</td>
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Proposed action:

Issue a new SWA Rule 1 Operation Permit to Dan Griffin Sod Company, Inc. (Applicant), a sod farm in the FAA, for the processing and composting of yard trash brought to the farm from offsite, for use solely on-the-farm. The Applicant is currently an agricultural beneficial end-user of processed yard trash (mulch) from SWA’s biomass contractors. Yard trash is subject to SWA’s flow control authority and a SWA permit is required for the proposed activities per SWA Rule 1, Section 5.1(c). The Application included: documentation of property ownership and agricultural classification; narrative plan for proposed yard trash processing and composting activities and beneficial use onsite, and pile management standards, and dust and fire control measures; operational site plan reviewed by PBC Fire Rescue; copy of FDEP’s “normal farming operations” exemption to permitting/registration per Ch. 62-709.305(2)(c); email from PBC Zoning Division regarding ZC-2022-01512 and ZC-2022-01619 Zoning Confirmation (proposed activities are not a use requiring approval) and excerpts from Article 4 of the Palm Beach County Unified Land Development Code (ULDC) - approval processes for chipping and mulching and composting uses for bona fide agriculture; and copies of the Applicant’s SFWMD permits for discharge monitoring and water use.

Please send response to kkantor@swa.org by Friday, July 7, 2023

Please check (√) below and provide any comments on the Proposed Action. Comments may include verification of the subject facility’s approval/permitting/exemption and compliance statuses with your agency and any supporting documentation.

☐ Exemption

☐ Satisfactory Optional comments can be provided below.

☐ Unsatisfactory. Please provide comments and the return-to-compliance date in the fields below.

☐ Facility returned to compliance on _____________ (date)

Comments Section:

OK to Approve Per Lisa & Rick

Completed by: ____________________________ Date: ______________
Signature: ______________________________
Name/Title: Joanna Tarabulas [CEO]
Agency: Code Enforcement

ver. 06/23/2023

ITEM 5.2
Page # 2025
Begin forwarded message:

From: "Lisa Amara A." <LAmara@phbcoy.org>
Date: November 29, 2022 at 10:38:29 AM EST
To: Geoff Sluggett <gs@sluggett.com>
Cc: "Wendy Hernandez N." <whernandez@phbcoy.org>, "Jordan Jafar I." <ajafar@phbcoy.org>

That language in the ULDC is out dated and doesn't recognize the latest right to farm statute.

A bona fide ag use can till soil amendments into the soil without an approval for chipping & mulching.

Chipping & mulching as a 'use' is for the import, modification, and export of material.

If they farm is importing and keeping the yard waste, then it isn't chipping & mulching as a use.

Yes, I'll find 30 minutes for us all to chat and send a zoom.

---

From: Geoff Sluggett <gs@sluggett.com>
Sent: Tuesday, November 29, 2022 10:19 AM
To: Lisa Amara A.
Cc: Wendy Hernandez N.; Jordan Jafar I.
Subject: Re: ZC-2022-01512 and ZC-2022-01619 Dan Griffin Sod Company Zoning Confirmation Letters

Hi Lisa, I hope you had a great Thanksgiving. I am just following up on my email below from last week. I would appreciate getting this clarified so we can move forward. Perhaps we should schedule a meeting to discuss the details of the proposed

ZjQcmQRVfPfHtBannerStart
This Message is From an External Sender
This message came from outside your organization.

ZjQcmQRVfPfHtBannerEnd

Hi Lisa,

I hope you had a great Thanksgiving. I am just following up on my email below from last week. I would appreciate getting this clarified so we can move forward.

Perhaps we should schedule a meeting to discuss the details of the proposed accessory use.
June 23, 2023

Lawrence D’Amato, Site Planner II
Palm Beach County Planning, Zoning, and Building – Zoning Division
2300 N. Jog Road
West Palm Beach, FL 33411

Re: SWA Rule 1 Operation Permit Application #DG 0082 YT23 (New)
Proposed Dan Griffin Sod Company, Inc.
41011 Willard Smith Road, South Bay, FL 33493
PCN(s): 00-36-45-27-00-000-3010, 00-36-45-27-00-000-3000, 00-36-45-27-00-000-7020

Dear Mr. D’Amato:

The Solid Waste Authority of Palm Beach County (SWA) administers a permitting program, pursuant to Section 12.2, Chapter 2001-331, Laws of Florida, for the recycling of construction and demolition debris and yard trash at private solid waste management facilities in Palm Beach County (County). The SWA has received an application from the above-referenced agricultural facility requesting a permit to process and compost yard trash brought to the farm from offsite, for use solely on-the-farm. Yard trash is subject to SWA’s flow control authority, and the proposed project requires a SWA permit pursuant to SWA Rule 1, Section 5.1(e).

The applicant’s proposed activities may qualify for approvals or exemptions related to bona fide agriculture and normal farming operations. Please provide your agency’s comments on the proposed issuance of this Operation Permit on the attached form. Agency comments are requested to verify the applicant is following Federal, State and local pollution control and solid waste management laws, rules, permits, approvals, and/or exemptions. Please return the completed form to this office (e-mail to kkantor@swa.org) no later than Friday, July 7, 2023.

If you have any questions or would like to discuss this request prior to completion, please contact me at 561-640-4000, extension 4616. Thank you for your prompt attention to this matter.

Sincerely,

Karen Kantor, P.G.
Special Programs Manager

Attachment

Cc: Jerome Ottey (jottey@pbegov.org)
Rule 1 Permitting Program
Request for Agency Comments

The Solid Waste Authority of Palm Beach County (SWA) is providing notice to your agency of the Proposed Action listed below and requests your agency’s comments regarding the Proposed Action to ensure the subject facility meets the applicable Federal, State, and Palm Beach County pollution control and solid waste management laws, rules, permits, approvals, and/or exemptions. Please contact Karen Kantor at (561) 640-4000 ext. 4616 with any questions or if you wish to discuss the subject facility prior to completing this form.

<table>
<thead>
<tr>
<th>Facility Information:</th>
<th>SWA Operation Permit #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Dan Griffin Sod Company, Inc.</td>
<td>NEW APPLICATION</td>
</tr>
<tr>
<td>41011 Willard Smith Road, South Bay, FL 33493</td>
<td>DD 0082 YT23</td>
</tr>
<tr>
<td>PCN(s): 00-36-45-27-00-000-3010, 00-36-45-27-00-000-3000,</td>
<td></td>
</tr>
<tr>
<td>and 00-36-45-27-00-000-7020</td>
<td></td>
</tr>
</tbody>
</table>

Proposed action:
Issue a new SWA Rule 1 Operation Permit to Dan Griffin Sod Company, Inc. (Applicant), a sod farm in the EAA, for the processing and composting of yard trash brought to the farm from offsite, for use solely on-the-farm. The Applicant is currently an agricultural beneficial end-user of processed yard trash (mulch) from SWA’s biomass contractors. Yard trash is subject to SWA’s flow control authority and a SWA permit is required for the proposed activities per SWA Rule 1, Section 5.1(e). The Application included: documentation of property ownership and agricultural classification; narrative plan for proposed yard trash processing and composting activities and beneficial use onsite, and pile management standards, and dust and fire control measures; operational site plan reviewed by PBC Fire Rescue; copy of FDEP’s “normal farming operations” exemption to permitting/registration per Ch. 62-709.305(2)(c); email from PBC Zoning Division regarding ZC-2022-01512 and ZC-2022-01619 Zoning Confirmation (proposed activities are not a use requiring approval) and excerpts from Article 4 of the Palm Beach County Unified Land Development Code (ULDC) - approval processes for chipping and mulching and composting uses for bona fide agriculture; and copies of the Applicant’s SFWMD permits for discharge monitoring and water use.

Please send response to kkantor@swa.org by Friday, July 7, 2023

Please check (✓) below and provide any comments on the Proposed Action. Comments may include verification of the subject facility’s approval/permitting/exemption and compliance statuses with your agency and any supporting documentation.

✓ Exemption

Optional comments can be provided below.

Unsatisfactory. Please provide comments and the return-to-compliance date in the fields below.

Facility returned to compliance on _________________ (date)

Comments Section:
The PBC Zoning Division has reviewed the Proposed Action described above. The site is allowed for chipping and mulching, and composting uses exclusively for bona fide agriculture on the subject site with no resale of material chipped, mulched or composted on site. Manure and/or biosolid composting is not allowed. The material received from offsite shall be utilized solely on the properties listed on this permit (PCNs - 00-36-45-27-00-000-3010, 00-36-45-27-00-000-3000, 00-26-45-17-00-000-7020).

Completed by: Lawrence D’Amato
Signature: [Signature]
Name/Title: Site Planner 2
Agency: Palm Beach County Zoning Division

Date: July 20, 2023

ver. 06/23/2023
June 23, 2023

Mr. Jaime Morales
Florida Department of Health - Palm Beach County
P.O. Box 29
West Palm Beach, FL 33402

Re: SWA Rule 1 Operation Permit Application #DG 0082 YT23 (New)
Proposed Dan Griffin Sod Company, Inc.
41011 Willard Smith Road, South Bay, FL 33493
PCN(s): 00-36-45-27-00-000-3010, 00-36-45-27-00-000-3000, 00-36-45-27-00-000-7020

Dear Mr. Morales:

The Solid Waste Authority of Palm Beach County (SWA) administers a permitting program, pursuant to Section 12.2, Chapter 2001-331, Laws of Florida, for the recycling of construction and demolition debris and yard trash at private solid waste management facilities in Palm Beach County (County). The SWA has received an application from the above-referenced agricultural facility requesting a permit to process and compost yard trash brought to the farm from offsite, for use solely on-the-farm. Yard trash is subject to SWA’s flow control authority, and the proposed project requires a SWA permit pursuant to SWA Rule 1, Section 5.1(e).

The applicant’s proposed activities may qualify for approvals or exemptions related to bona fide agriculture and normal farming operations. Please provide your agency’s comments on the proposed issuance of this Operation Permit on the attached form. Agency comments are requested to verify the applicant is following Federal, State and local pollution control and solid waste management laws, rules, permits, approvals, and/or exemptions. Please return the completed form to this office (e-mail to kkantor@swa.org) no later than Friday, July 7, 2023.

If you have any questions or would like to discuss this request prior to completion, please contact me at 561-640-4000, extension 4616. Thank you for your prompt attention to this matter.

Sincerely,

Karen Kantor, P.G.
Special Programs Manager

Attachment
Rule 1 Permitting Program
Request for Agency Comments

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<td></td>
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Proposed action:
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Please send response to kkantor@swa.org by Friday, July 7, 2023

Please check (✓) below and provide any comments on the Proposed Action. Comments may include verification of the subject facility’s approval/permitting/exemption and compliance statuses with your agency and any supporting documentation.

✓ Exemption “normal farming operations” exemption per Ch. 62-709.305(2)(c)
✓ Satisfactory Optional comments can be provided below.
✓ Unsatisfactory. Please provide comments and the return-to-compliance date in the fields below.

Facility returned to compliance on ________________ (date)

Comments Section:
The Florida Department of Health Palm Beach County (Health Department) is not objecting permitting action by Solid Waste Authority for this project. Currently, the Health Department is working with Florida Department of Environmental Protection (FDEP) to determine solid waste authorization requirement under FDEP rule.

Completed by:
Signature: [Kajal Bhavsar] Date: 7/31/2023
Name/Title: Kajal Bhavsar / Engineering Specialist Supervisor III
Agency: Florida Department of Health Palm Beach County, Air & Waste Section
MEMORANDUM

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

SUBJECT:  Public Hearing - Proposed FY 2024 Budget

RECOMMENDATION:  Adopt the Budget
                  Approve the Assessment & Tip Fee Rates
                  Approve the Tip Fee Rate Schedule
                  Adopt Res. No. 2023-03
                  Adopt Res. No. 2023-04
                  Adopt Res. No. 2023-05

BACKGROUND:

   Budget Summary

Staff is pleased to present the Proposed Fiscal Year 2023/2024 Budget ("FY 2024 Budget") for
Governing Board approval. Since the Board’s direction and approval in June, the Authority has
successfully prepaid its callable Series 2021 Bonds, which effectively reduced FY 2024’s Debt
Service Expense by ($15.0M), also lowering the impact to taxpayers’ FY 2024 Disposal Special
Assessment rates. Further, all FY 2024 Disposal Assessment rates are down from the approved
preliminary FY 2024 TRIM Notice rates, proposed in June. Disposal Assessment reductions
include Single-Family down ($2) to $188/year, Multi-Family down ($1) to $103/year, and Mobile
Home Disposal Assessments are down ($2) to $179/year. Commercial Disposal rates are also
down from the TRIM Notice, with Commercial-Low Generator properties down ($0.001)/Sq. Ft.,
Commercial-Medium down ($0.003)/Sq. Ft. and Commercial-High down ($0.013)/Sq. Ft.

Total projected Disposal revenue is down ($1.4M) since June, from the reduced Disposal
Assessment rates and revenues for FY 2024. Disposal operating expenses are also down ($1.2M)
due to decreased projected FRS expenses for FY 2024. Mandatory Collection revenue is down
(0.1%) since June, mainly from reduced fuel costs and partially offset by increased units for FY
2024. Mandatory Collection expenses are also down (0.1%) since June, with Collection
Assessment rates for Service Areas ("SAs") 1-4 and 6 all down ($1) per year from those on the
approved FY 2024 TRIM Notice; and SA 5 Assessment rates remain equal to the TRIM Notice,
with $32.0K in Collection Reserves still included to fund SA 5’s annual contractual adjustment, at
5.0% for FY 2024.
Other major changes since June include: a $12.3M increase in the Authority's total FY 2024 Capital Improvement Program ("CIP") Budget and includes a proposed $12.25M contribution from General Reserves to fund the FY 2024 increase, as mentioned in June. The increase is mainly for the Authority's FY 2024 Renewal and Replacement ("R&R") Budget and is comprised of $12.3M to partially fund the Authority's Landfill Closure and Expansion costs, as detailed in the attached "Schedule of Proposed Projects" and "Five-Year Capital Plan" schedules.

The FY 2024 Mandatory Collection Budget was updated in accordance with the Board approved seven-year Franchise Collection Hauler contracts for unincorporated Service Areas 1, 2, 3, 4 and 6, with SA 5 also updated for FY 2024 pursuant to its approved piggy-back of the City of South Bay contract. Fuel costs have moderated since June, according to the August 1, 2023, release from the Oil Price Information Service ("OPIS"), which reported diesel down (20.9%) compared to FY 2023's indices. Assessment rates for SA 5 were also finalized and are flat to June based on SA 5's contract which caps the annual Refuse Rate Index ("RRI") adjustment at 5.0% year over year. A summary of the final FY 2024 Mandatory Collection Assessment rates and those proposed in June are displayed on the following page and detailed in the attached schedules.

Revenues:
Total Disposal revenues since June decreased, by (0.5%) or ($1.4M). The decrease is driven by decreased projected SWA Operating Expenses, reducing Disposal Assessment revenues down ($1.3M) and Tipping Fees down ($51.6K). In total, FY 2024 Disposal revenues are budgeted to increase, by 3.6% or $10.1M, compared to the FY 2023 Adopted Budget.

In order to maintain a uniform method of assessments all assessed properties must be treated the same. The net effect of these and other changes to the Assessment rates since June 2023 is illustrated as follows:

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
### Assessment Rate Changes as Compared to June's Approved Budget

<table>
<thead>
<tr>
<th>Annual Residential Assessment</th>
<th>August</th>
<th>June</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family</td>
<td>$188</td>
<td>$190</td>
<td>($2)</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>$103</td>
<td>$104</td>
<td>($1)</td>
</tr>
<tr>
<td>Mobile Home</td>
<td>$179</td>
<td>$181</td>
<td>($2)</td>
</tr>
<tr>
<td>Governmental ($/ton):</td>
<td>$148</td>
<td>$149</td>
<td>($1)</td>
</tr>
<tr>
<td>Commercial Assess. ($/sq. ft.):</td>
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<td></td>
<td></td>
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<tr>
<td>Commercial-Low</td>
<td>$0.083</td>
<td>$0.084</td>
<td>($0.001)</td>
</tr>
<tr>
<td>Commercial-Med</td>
<td>$0.215</td>
<td>$0.218</td>
<td>($0.003)</td>
</tr>
<tr>
<td>Commercial-High</td>
<td>$1.184</td>
<td>$1.197</td>
<td>($0.013)</td>
</tr>
<tr>
<td>Non-Generator</td>
<td>$0.011</td>
<td>$0.011</td>
<td>-</td>
</tr>
<tr>
<td>Residential Collection Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Curbside Service</td>
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<tr>
<td>Service Area 1 Waste Pro</td>
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<td>$282</td>
<td>($1)</td>
</tr>
<tr>
<td>Service Area 2 Advanced/WM</td>
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<td>$355</td>
<td>($1)</td>
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<tr>
<td>Service Area 3 FCC</td>
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<td>$195</td>
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<tr>
<td>Service Area 5 WM</td>
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<tr>
<td>Service Area 6 GCI</td>
<td>$273</td>
<td>$274</td>
<td>($1)</td>
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<tr>
<td>Containerized Service</td>
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<td>Service Area 1 Waste Pro</td>
<td>$148</td>
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<tr>
<td>Service Area 2 Advanced/WM</td>
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<td>Service Area 3 FCC</td>
<td>$96</td>
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<td>Service Area 5 WM</td>
<td>$284</td>
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<td>-</td>
</tr>
<tr>
<td>Service Area 6 GCI</td>
<td>$123</td>
<td>$124</td>
<td>($1)</td>
</tr>
</tbody>
</table>

*Note: Numbers may not add up due to rounding.*

---

**General Reserves:**

For FY 2024, staff is proposing a $12,250,000 transfer from General Reserves to fund a portion of the capital expenditures in the FY 2024 Budget, including the aforementioned Landfill closure and expansion projects. All FY 2024 Proposed CIP projects are listed in the attached "Schedule of Proposed Projects" and "Five-Year Capital Plan" schedules. This use of reserves is covered by higher than expected interest income for FY 2023.

**Expenditures:**

Since June 2023, the Disposal Operating Expense Budget is down, by ($1.2M) or (0.6%), with changes only to forecasted FY 2024 FRS expenses, which were overstated in June’s preliminary Budget, due to the rates initially proposed in Senate Bill 7024, that were later amended down and approved by the Governor on June 5th, 2023. The Non-Operating Expense Budget is up $12.3M and will be funded by General Reserves in FY 2024, therefore not impacting FY 2024 Disposal Assessment rates. The FY 2024 Cost of Living Adjustment ("COLA") remains as proposed in June per the Board’s guidance, at 5.50%, which is below the actual YTD increase of 6.51% according to the Bureau of Labor Statistics’ consumer price index release for South Urban Clerical Workers (BLS.gov Series # CWUR0300SA0). Vacant Full Time Equivalents ("FTEs") remain partially funded at 50.0% for FY 2024, due to churn, as also presented in June.
As mentioned, Disposal operating expenses are down from decreased FRS costs compared to staff's preliminary estimate, resulting in a 1/6th reduction to the Authority's required Operating Reserve contribution, down ($199.0K) since June, bringing the total decrease in operating expenditures since June to ($1,393,096). Disposal non-operating expenses are up $12.3M, since June, from the proposed increases to the Authority's FY 2024 Total CIP Budget, which staff is also proposing to fund with $12.25M in General Reserve contributions. All changes can be found in the attached "Schedule of changes Since June".

Mandatory Collection:

The first year of the current Franchise Collection Agreements was FY 2020. The first year for SA 5 (the Glades) was FY 2019. This service is performed by Waste Management under a piggyback of the City of South Bay contract. As mentioned, the OPIS index used for SAs 1-4 and 6 contractual adjustments is down YTD from FY 2023. Assessment rates for SAs 1-4 and 6 are also all down ($1) annually from those proposed in June 2023 for the approved FY 2024 TRIM Notice. SA 5's final adjusted Assessment rates are flat to those proposed in June and include Reserves.

The Collection Expenditure Budget decreased ($91.5K) or (0.1%) since June, as mentioned above. Collection reserves at year-end are projected to be approximately $32.2M, as detailed in the attached "Schedule of Reserves".

Staff will provide a presentation and will be available to answer any questions at the Board meeting.
BUDGET IMPACT: The FY 2024 Proposed Budget meets all the requirements of the Trust Indenture and Board Policy.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Document</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Summary Schedules</td>
<td>6-8</td>
</tr>
<tr>
<td>Schedule of Changes since June</td>
<td>9</td>
</tr>
<tr>
<td>Rate Comparison Schedules</td>
<td>10-12</td>
</tr>
<tr>
<td>Schedule of Reserves</td>
<td>13-16</td>
</tr>
<tr>
<td>Schedule of Proposed Projects</td>
<td>17-19</td>
</tr>
<tr>
<td>Mandatory Collection Budget</td>
<td>20</td>
</tr>
<tr>
<td>Required Resolutions</td>
<td>21-31</td>
</tr>
<tr>
<td>Tip Fee Schedule</td>
<td>32-33</td>
</tr>
<tr>
<td>Five-Year Capital Plan</td>
<td>34-36</td>
</tr>
<tr>
<td>Consulting Engineers Letter of Approval</td>
<td>To be provided</td>
</tr>
</tbody>
</table>

REVIEWS:

Director: [Signature] Date: 8/10/23
Director of Contract Compliance: [Signature] Date: 
Chief Officer: [Signature] Date: 
Chief Financial Officer (as required): [Signature] Date: 8/10/23
Legal Counsel (as required): Michael W. Jones Date: 
Executive Director: [Signature] Date: 8/10/23
## 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\ TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Assessment</td>
<td>$176,650,998</td>
<td>$60,241,033</td>
<td>$236,892,031</td>
</tr>
<tr>
<td>Tipping Fees- Garbage &amp; Trash</td>
<td>27,710,634</td>
<td>27,710,634</td>
<td>27,710,634</td>
</tr>
<tr>
<td>Tipping Fees-Other</td>
<td>15,840,090</td>
<td>15,840,090</td>
<td>15,840,090</td>
</tr>
<tr>
<td>Electric Sales</td>
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<td>45,068,988</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>
</tr>
<tr>
<td>Advanced Metals Recovery</td>
<td>246,350</td>
<td>246,350</td>
<td>246,350</td>
</tr>
<tr>
<td>Pelletizer Contract</td>
<td>9,382,340</td>
<td>9,382,340</td>
<td>9,382,340</td>
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<tr>
<td>Waste Water Disposal Fees</td>
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<td>229,248</td>
<td>229,248</td>
</tr>
<tr>
<td>Lease Income</td>
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<td>580,000</td>
<td>580,000</td>
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<tr>
<td>C.O. Billing Receipts</td>
<td>380,000</td>
<td>630,000</td>
<td>1,010,000</td>
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<tr>
<td>Franchise Fees</td>
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<td>1,924,374</td>
<td>1,924,374</td>
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<tr>
<td>Interest Income</td>
<td>7,500,000</td>
<td>7,500,000</td>
<td>7,500,000</td>
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<tr>
<td>Collections Reserve</td>
<td>32,009</td>
<td>32,009</td>
<td>32,009</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>$292,249,558</td>
<td>$62,827,416</td>
<td>$355,076,974</td>
</tr>
</tbody>
</table>

| SWA Operating Expenses                 | $111,376,928      | $60,755,954      | $172,132,882    |
| PBREF#1 Fees                           | 49,987,835        | 49,987,835       | 49,987,835      |
| PBREF#2 Fees                           | 33,053,415        | 33,053,415       | 33,053,415      |
| RMPF Fees                              | 10,509,411        | 10,509,411       | 10,509,411      |
| Pelletizer Fees                        | 9,231,530         | 9,231,530        | 9,231,530       |
| **Total Operating Expenses**           | $214,159,119      | $60,755,954      | $274,915,073    |

| Net Operating Income                   | $78,090,439       | $2,071,462       | $80,161,901     |

| Debt Service Expense                   | $48,130,953       | $48,130,953      | $48,130,953     |
| Subordinated Debt                      |                  |                  |                 |
| Renewal & Replacement Fund Projects   | 37,496,645        | 37,496,645       | 37,496,645      |
| Capital Improvement Fund Projects      | 2,911,681         | 2,911,681        | 2,911,681       |
| **Total Non-Operating Expenditures**   | $88,539,279       | $             | $88,539,279     |

| Reserve Increase (Decrease)            | $(10,448,840)     | $2,071,462       | $(8,377,378)    |

| Operating Reserve                      | $1,801,160        | $1,801,160       | $1,801,160      |
| L/F Mgt. Escrow Fund                   |                  |                  |                 |
| Collection Reserve                     | 2,071,462         | 2,071,462        | 2,071,462       |
| General Reserve                        | $(12,250,000)     | $(12,250,000)    |                 |
| **Reserve Increase (Decrease)**        | $(10,448,840)     | $2,071,462       | $(8,377,378)    |
| **Total Expenses/Reserves**            | $292,249,558      | $62,827,416      | $355,076,974    |

| Tipping Fee at:                        | $42               |
| Debt Service Coverage (Minimum 1.10):  | 162.25%           |
| Disposal Single-Family Proposed Rate:   | $188              |

Note: Numbers may not add up due to rounding.
## Budget Summary (All Funds)

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Operations</th>
<th>Fixed &amp; Contracts</th>
<th>Sub-Total</th>
<th>Enterprise</th>
<th>Total</th>
<th>Budget</th>
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<td>C.O. Billing</td>
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<td>$355,076,974</td>
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## Expenses:

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<td>10,509,411</td>
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<tr>
<td>Pelletizer Fees</td>
<td>9,231,530</td>
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<td>9,231,530</td>
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<td>Mandatory Collection</td>
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<td><strong>Total Operating Expenses</strong></td>
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<td>$102,782,191</td>
<td>$214,159,119</td>
<td>$60,755,954</td>
<td>$274,915,073</td>
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<td><strong>Net Operating Income</strong></td>
<td>$29,095,049</td>
<td>$48,995,390</td>
<td>$78,090,439</td>
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<td>Non-Operating Expenses:</td>
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<tr>
<td>Debt Service Expense</td>
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<td>$48,130,953</td>
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<td>$48,130,953</td>
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<td>37,496,645</td>
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<tr>
<td><strong>Net Change in Reserves:</strong></td>
<td>($11,313,277)</td>
<td>$864,437</td>
<td>($10,448,840)</td>
<td>$2,071,462</td>
<td>($8,377,378)</td>
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<td>Reserve for Collection</td>
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</tr>
<tr>
<td>General Reserve</td>
<td>(12,250,000)</td>
<td>-</td>
<td>(12,250,000)</td>
<td>$2,071,462</td>
<td>(12,250,000)</td>
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</tr>
<tr>
<td><strong>Sub-Total Reserves:</strong></td>
<td>($11,313,277)</td>
<td>$864,437</td>
<td>($10,448,840)</td>
<td>$2,071,462</td>
<td>($8,377,378)</td>
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</tr>
<tr>
<td><strong>Total Expense/Reserves:</strong></td>
<td>$140,471,977</td>
<td>$151,777,581</td>
<td>$292,249,558</td>
<td>$62,827,416</td>
<td>$355,076,974</td>
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<tr>
<td><strong>Debt Service Coverage</strong></td>
<td>162.246%</td>
<td></td>
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* Net Operating Income 78,090,439
  Debt Service Expense 48,130,953

Note: Numbers may not add up due to rounding.
### Solid Waste Authority
#### 2024 Proposed Budget
##### Rate Schedule Comparison

<table>
<thead>
<tr>
<th></th>
<th>2023 Original Budget</th>
<th>2023 Amended Budget</th>
<th>2024 Proposed Budget</th>
<th>Variance</th>
</tr>
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<tbody>
<tr>
<td><strong>REVENUES:</strong></td>
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<td></td>
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<tr>
<td>Special Assessment:</td>
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<td>Disposal</td>
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<tr>
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<td>43,550,724</td>
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<td>8,660,910</td>
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<tr>
<td><strong>Other Revenues:</strong></td>
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<tr>
<td>Lease Income</td>
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<td><strong>EXPENSES:</strong></td>
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<td><strong>CHANGES IN RESERVES:</strong></td>
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<tr>
<td>Reserve for Collection</td>
<td>1,832,738</td>
<td>1,832,738</td>
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<td>13.03%</td>
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<tr>
<td>General Reserve</td>
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<td><strong>Total Change in Reserves</strong></td>
<td>- ($7,484,155)</td>
<td>- ($7,484,155)</td>
<td>- ($8,377,379)</td>
<td>-11.93%</td>
</tr>
<tr>
<td><strong>Total Expenses/Reserves:</strong></td>
<td>$344,649,625</td>
<td>$344,649,625</td>
<td>$355,076,974</td>
<td>3.03%</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.
## Modifications to June's Approved Budget (Disposal)

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<td>(1,194,082)</td>
<td>(1,376,096)</td>
<td>(182,014)</td>
</tr>
<tr>
<td><strong>Non-Operating Expenses:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Service:</td>
<td></td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Renewal &amp; Replacement (406):</td>
<td></td>
<td></td>
<td>12,250,000</td>
<td>12,250,000</td>
<td>12,250,000</td>
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<tr>
<td>Capital Improvement Fund (407):</td>
<td>17,000</td>
<td>17,000</td>
<td>17,000</td>
<td>17,000</td>
<td></td>
</tr>
<tr>
<td><strong>Non-Operating Change</strong></td>
<td>-</td>
<td>12,267,000</td>
<td>12,267,000</td>
<td>-</td>
<td>12,267,000</td>
</tr>
<tr>
<td><strong>Reserves:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Reserve (1/6)</td>
<td>(199,014)</td>
<td>(199,014)</td>
<td>(199,014)</td>
<td></td>
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<tr>
<td>General Reserve</td>
<td>(12,250,000)</td>
<td>(12,250,000)</td>
<td>(12,250,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Change in Reserves</strong></td>
<td>(12,449,014)</td>
<td>-</td>
<td>(12,449,014)</td>
<td>-</td>
<td>(12,449,014)</td>
</tr>
<tr>
<td><strong>Net Budget Change</strong></td>
<td>(13,643,096)</td>
<td>12,267,000</td>
<td>(1,376,096)</td>
<td>(1,376,096)</td>
<td>-</td>
</tr>
</tbody>
</table>

### Disposal Assessment Changes

#### Residential:
- Governmental ($/Ton)  
  - June Rates: $149  
  - August Rates: $148  
  - August vs. June ($): $(1)
- Single-Family  
  - June Rates: $190  
  - August Rates: $188  
  - August vs. June ($): $(2)
- Multi-Family  
  - June Rates: $104  
  - August Rates: $103  
  - August vs. June ($): $(1)
- Mobile Home  
  - June Rates: $181  
  - August Rates: $179  
  - August vs. June ($): $(2)

#### Commercial:
- Commercial-Low  
  - June Rates: $0.084  
  - August Rates: $0.083  
  - August vs. June ($): $(0.001)
- Commercial-Med  
  - June Rates: $0.218  
  - August Rates: $0.215  
  - August vs. June ($): $(0.003)
- Commercial-High  
  - June Rates: $1.197  
  - August Rates: $1.184  
  - August vs. June ($): $(0.013)
- Non-Generator  
  - June Rates: $0.011  
  - August Rates: $0.011  
  - August vs. June ($): -

*Note: Numbers may not add up due to rounding.*
## Solid Waste Authority
### 2024 Proposed Budget
#### Rate Schedule Comparison

<table>
<thead>
<tr>
<th></th>
<th>2023 Adopted</th>
<th>2024 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FULL COST (Out of County) TIP FEE</strong></td>
<td>$142 /ton</td>
<td>$148 /ton</td>
</tr>
<tr>
<td><strong>COMMERCIAL (In County) TIP FEE</strong></td>
<td>$42 /ton</td>
<td>$42 /ton</td>
</tr>
<tr>
<td><strong>COMMERCIAL ASSESSMENTS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low Generator</td>
<td>$0.079 /SqFt</td>
<td>$0.083 /SqFt</td>
</tr>
<tr>
<td>Medium Generator</td>
<td>$0.205 /SqFt</td>
<td>$0.215 /SqFt</td>
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<tr>
<td>High Generator</td>
<td>$1.122 /SqFt</td>
<td>$1.184 /SqFt</td>
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<tr>
<td>Non-Generator</td>
<td>$0.011 /SqFt</td>
<td>$0.011 /SqFt</td>
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<tr>
<td>Agriculture (Max)</td>
<td>$400 /year</td>
<td>$400 /year</td>
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<tr>
<td><strong>RESIDENTIAL ASSESSMENTS:</strong></td>
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</tr>
<tr>
<td>Single Family</td>
<td>$184 /year</td>
<td>$188 /year</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>$100 /year</td>
<td>$103 /year</td>
</tr>
<tr>
<td>Mobile Home</td>
<td>$174 /year</td>
<td>$179 /year</td>
</tr>
</tbody>
</table>

| **GOVERNMENTAL ASSESSMENT** | $142 /ton | $148 /ton |

| **OTHER TIP FEES** | | |
| Garbage/Trash | $42 /ton | $42 /ton |
| Bldg Debris/Land Clearing | $60 /ton | $65 /ton |
| C/D Recycle Residue to Landfill | $25 /ton | $25 /ton |
| C/D Recycle Residue to Plant* | $18 /ton | $18 /ton |
| Post Recycled MSW to Plant* | N/A /ton | N/A /ton |
| Restricted Use Fill | $4 /ton | $4 /ton |
| **Tires:** | | |
| Whole Passenger | $100 /ton | $100 /ton |
| Whole Truck | $190 /ton | $190 /ton |
| Segmented (6" pieces) | $10 /ton | $10 /ton |
| Shredded (6" pieces) | $10 /ton | $10 /ton |
| Livestock Waste - to Plant Only | $25 /ton | $25 /ton |
| Special Waste-Class A | $65 /ton | $65 /ton |
| Special Waste-Assured Waste Destruction | $500 /load + $65/ton | $500 /load + $65/ton |
| Vegetation Only - Whole | $35 /ton | $35 /ton |
| Dewatered Sludge | $100 /ton | $100 /ton |
| White Goods | $10 /ton | $10 /ton |
| Trailers(Mobile Home & RV's) | $90 /ton | $90 /ton |
| Untarped Load | $10 each | $10 each |
| Whole Animals | $30 /ton | $30 /ton |
| Saturday Only (Automobiles) | $4 each | $4 each |
| Minimum Charge | $10 each | $10 each |

*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.*
### Solid Waste Authority
#### 2024 Proposed Budget
##### Rate Schedule Comparison

#### UNINCORPORATED AREA CONTRACT FEES:

<table>
<thead>
<tr>
<th></th>
<th>2023 Adopted</th>
<th>2024 Proposed</th>
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</thead>
<tbody>
<tr>
<td>Service Area 1</td>
<td>Waste Pro</td>
<td>$282 /year</td>
</tr>
<tr>
<td>Service Area 2</td>
<td>Advanced/WM</td>
<td>$355 /year</td>
</tr>
<tr>
<td>Service Area 3</td>
<td>FCC</td>
<td>$194 /year</td>
</tr>
<tr>
<td>Service Area 4</td>
<td>FCC</td>
<td>$196 /year</td>
</tr>
<tr>
<td>Service Area 5</td>
<td>WM</td>
<td>$371 /year</td>
</tr>
<tr>
<td>Service Area 6</td>
<td>GCI</td>
<td>$274 /year</td>
</tr>
</tbody>
</table>

#### Containerized Service:

<table>
<thead>
<tr>
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<th>2023 Adopted</th>
<th>2024 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Area 1</td>
<td>Waste Pro</td>
<td>$149 /year</td>
</tr>
<tr>
<td>Service Area 2</td>
<td>Advanced/WM</td>
<td>$125 /year</td>
</tr>
<tr>
<td>Service Area 3</td>
<td>FCC</td>
<td>$57 /year</td>
</tr>
<tr>
<td>Service Area 4</td>
<td>FCC</td>
<td>$96 /year</td>
</tr>
<tr>
<td>Service Area 5</td>
<td>WM</td>
<td>$284 /year</td>
</tr>
<tr>
<td>Service Area 6</td>
<td>GCI</td>
<td>$124 /year</td>
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</table>

#### COMMERCIAL COLLECTION FEES:

##### Standard Container:

<table>
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<tr>
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<th>2024 Proposed</th>
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</thead>
<tbody>
<tr>
<td>Service Area 1</td>
<td>Waste Pro</td>
<td>$4.24 /yard</td>
</tr>
<tr>
<td>Service Area 2</td>
<td>Advanced/WM</td>
<td>$4.24 /yard</td>
</tr>
<tr>
<td>Service Area 3</td>
<td>FCC</td>
<td>$4.24 /yard</td>
</tr>
<tr>
<td>Service Area 4</td>
<td>FCC</td>
<td>$4.24 /yard</td>
</tr>
<tr>
<td>Service Area 5</td>
<td>WM</td>
<td>$5.02 /yard</td>
</tr>
<tr>
<td>Service Area 6</td>
<td>GCI</td>
<td>$4.24 /yard</td>
</tr>
</tbody>
</table>

##### Compactor Container

<table>
<thead>
<tr>
<th></th>
<th>2023 Adopted</th>
<th>2024 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(per CuYd)</td>
<td>(per Pull)</td>
</tr>
<tr>
<td></td>
<td>0-12 CY</td>
<td>&gt;12 CY</td>
</tr>
<tr>
<td>Service Area 1</td>
<td>Waste Pro</td>
<td>$5.28</td>
</tr>
<tr>
<td>Service Area 2</td>
<td>Advanced/WM</td>
<td>$5.28</td>
</tr>
<tr>
<td>Service Area 3</td>
<td>FCC</td>
<td>$5.28</td>
</tr>
<tr>
<td>Service Area 4</td>
<td>FCC</td>
<td>$5.28</td>
</tr>
<tr>
<td>Service Area 5</td>
<td>WM</td>
<td>$6.27</td>
</tr>
<tr>
<td>Service Area 6</td>
<td>GCI</td>
<td>$5.28</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>2023 Adopted</th>
<th>2024 Proposed</th>
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</thead>
<tbody>
<tr>
<td><strong>COMMERCIAL DISPOSAL FEES</strong></td>
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</tr>
<tr>
<td>$42 /ton(=134lbs)</td>
<td>$2.81 /yard</td>
<td>$2.81 /yard</td>
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<tr>
<td>$42 /ton(=134lbs)</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>All Service Areas</th>
<th>2023 Adopted</th>
<th>2024 Proposed</th>
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</thead>
<tbody>
<tr>
<td><strong>CONTAINER RENTAL RATES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 cubic yard</td>
<td>$24.00 /month</td>
<td>2</td>
</tr>
<tr>
<td>3 cubic yard</td>
<td>$26.00 /month</td>
<td>3</td>
</tr>
<tr>
<td>4 cubic yard</td>
<td>$28.00 /month</td>
<td>4</td>
</tr>
<tr>
<td>6 cubic yard</td>
<td>$30.00 /month</td>
<td>6</td>
</tr>
<tr>
<td>8 cubic yard</td>
<td>$32.00 /month</td>
<td>8</td>
</tr>
<tr>
<td>Open Top Roll-off</td>
<td>$50.00 /month</td>
<td>OT</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>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Reserves</strong></td>
</tr>
<tr>
<td>Contingency Account</td>
</tr>
<tr>
<td>Operating Reserve</td>
</tr>
<tr>
<td><strong>Total Operating Reserves</strong></td>
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<tr>
<td><strong>Debt Service Reserve</strong></td>
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<tr>
<td><strong>General Reserve</strong></td>
</tr>
<tr>
<td>Projected Available Balance @ 9/30/23</td>
</tr>
<tr>
<td><strong>Renewal &amp; Replacement Fund</strong></td>
</tr>
<tr>
<td>R&amp;R Requirement</td>
</tr>
<tr>
<td>Budgeted Projects</td>
</tr>
<tr>
<td>L/F Management Escrow</td>
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<tr>
<td><strong>Total R&amp;R Fund Reserves</strong></td>
</tr>
<tr>
<td><strong>Capital Improvement Fund</strong></td>
</tr>
<tr>
<td>Capital Improvement Requirement</td>
</tr>
<tr>
<td>Budgeted Projects</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
<tr>
<td><strong>All Reserves</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recap</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Fixed Reserves</td>
</tr>
<tr>
<td>Total Mandated Reserves</td>
</tr>
<tr>
<td>Total Optional Reserves</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
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</table>

## Collection Reserves

<table>
<thead>
<tr>
<th>Mandatory Collection Reserve-Unincorporated Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Balance @ 9/30/23</td>
</tr>
</tbody>
</table>

*(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 $104,581,161.
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 162% 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.
### SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
### UNAPPROPRIATED GENERAL RESERVE BALANCE

<table>
<thead>
<tr>
<th></th>
<th>Detail</th>
<th>Sub-Total</th>
<th>Total Sources/Uses</th>
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</thead>
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<tr>
<td><strong>GENERAL RESERVE:</strong></td>
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<td></td>
</tr>
<tr>
<td>Cash and Investment Est. Balance as of 07/31/2023</td>
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<td>$104,581,161</td>
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<tr>
<td><strong>FUNDS DUE TO GENERAL RESERVE:</strong></td>
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<td></td>
</tr>
<tr>
<td>Estimated FYE2023 Revenue Balance</td>
<td>37,463,772</td>
<td>37,463,772</td>
<td>142,044,933</td>
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<tr>
<td>Reserve 2022/2023 Adopted Budget:</td>
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<td>General Reserve Contribution</td>
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<td>$13,850,000</td>
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<tr>
<td>Total Appropriation for Adopted Budget</td>
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<td>$13,850,000</td>
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<tr>
<td><strong>Unreserved and Unappropriated General Reserve</strong></td>
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<td>$128,194,933</td>
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<tr>
<td><strong>Potential Uses of Available Balance</strong></td>
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<tr>
<td>PBREF#1 Contingencies</td>
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<tr>
<td>Sub-total</td>
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<td>$8,962,000</td>
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<tr>
<td><strong>Free and Clear</strong></td>
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<td></td>
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<tr>
<td>Minimum Recommended F&amp;C Balance</td>
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<td>$119,232,933</td>
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<tr>
<td>Disposal Budget Operating Requirement</td>
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<td>33,862,026</td>
<td></td>
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<tr>
<td>Current Estimated F&amp;C Status</td>
<td></td>
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<td>$85,340,907</td>
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*Note: Numbers may not add up due to rounding.*
<table>
<thead>
<tr>
<th>Cost Center</th>
<th>Project Description</th>
<th>FY 2024 Budget</th>
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<tbody>
<tr>
<td>4061101</td>
<td>Asset Replacement</td>
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<td><strong>$ 5,005,000</strong></td>
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<tr>
<td>4064211</td>
<td>HHW Replace Steel Drop-Off Cabinets at each TS HCRC</td>
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<td></td>
<td>Household Hazardous Waste Collection Facilities Maintenance</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$ 150,000</strong></td>
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<tr>
<td>4064231</td>
<td>PBREP ISW System Upgrade</td>
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<td></td>
<td>Replacement of Groundwater Monitoring Wells</td>
<td>15,000</td>
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<tr>
<td></td>
<td>Replacement of Industrial Supply Wells &amp; Equipment</td>
<td>954,708</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$ 2,610,645</strong></td>
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<tr>
<td>4064272</td>
<td>Admin Bldg Create New Office Space</td>
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<td></td>
<td>Compost Facility Demolition</td>
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<td></td>
<td>Class I Cell 25 &amp; 26 Expansion</td>
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<td></td>
<td>Final Closure of Class III</td>
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<td></td>
<td>Closure of Class I Landfill Cells 5-10</td>
<td>3,000,000</td>
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<td></td>
<td>Electrical Distribution Analysis for BPF and RMPF</td>
<td>300,000</td>
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<td></td>
<td>Central County Transfer Station Tip Floor Rehabilitation</td>
<td>1,500,000</td>
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<td></td>
<td>Transfer Station Tipping Floor Repair</td>
<td>500,000</td>
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<tr>
<td></td>
<td>Central County Transfer Station Equipment Bypass Road</td>
<td>150,000</td>
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<td></td>
<td>South County Transfer Station Hopper Curb Replacement</td>
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<td></td>
<td>Landfill Leachate Forcemain Evaluation</td>
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<td></td>
<td>Landfill Closure/Construction Costs</td>
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<td></td>
<td>Dyer Park Ground Improvements</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$ 19,700,000</strong></td>
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<td>4064273</td>
<td>PBREF#1 Roof Replacement Water Treatment Building</td>
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<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>$ 200,000</strong></td>
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<tr>
<td>4064274</td>
<td>Asphalt Repairs</td>
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<td></td>
<td>LED Lighting Upgrades For Various Facilities</td>
<td>70,000</td>
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<tr>
<td></td>
<td>Scale Deck replacements</td>
<td>120,000</td>
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<tr>
<td></td>
<td>Vehicle Maintenance Building AC replacements</td>
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<tr>
<td></td>
<td>Facilities/Utilities 6527 Replace AC Units</td>
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<td></td>
<td>WCCS Silver Star drive repairs</td>
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<tr>
<td></td>
<td>Building Management System for all SWA buildings</td>
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<tr>
<td></td>
<td>Transfer Stations electrical conduit replacements</td>
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<td></td>
<td>North County Transfer Station Walls Refurbishment</td>
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<td></td>
<td>SWCTS/SCTS Lighting</td>
<td>300,000</td>
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<td></td>
<td>CCTS Lift Station Refurbishment</td>
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<td></td>
<td>NC/WC TS scale house metal curbs replacement</td>
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<td></td>
<td>SC Hopper metal Repairs</td>
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<tr>
<td></td>
<td>Concrete curbing all sites</td>
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<td></td>
<td>Hazardous Waste Management - Site 7 - Kitchen Refurbishment</td>
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<td>Land Management Office Floor replacement</td>
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<tr>
<td></td>
<td>SCTS Replace Floor and Repaint</td>
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<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>$ 1,757,000</strong></td>
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<tr>
<td>Cost Center</td>
<td>Project Description</td>
<td>FY 2024 Budget</td>
</tr>
<tr>
<td>------------</td>
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<tr>
<td>4064275</td>
<td>Container Processing System Magnetic Metal Separator</td>
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<td></td>
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<tr>
<td>4064812</td>
<td>Replace Finance Cubicle Walls</td>
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<td>4064863</td>
<td>Replace the Interactive Touchtable in PBREF#2 Education Center</td>
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<td></td>
<td>Replace the Mirage 20’ Serpentine Display used at major events</td>
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<td></td>
<td>L/F Ops Equipment Replacement - Roll-off Containers</td>
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<td>Modifications to Odor Control System - Administration Location</td>
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<td>4065814</td>
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<tr>
<td>4065854</td>
<td>ISW System Improvements</td>
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<tr>
<td></td>
<td>LFG Systems Expansion &amp; Maintenance</td>
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</tr>
<tr>
<td></td>
<td>SCADA System Upgrades</td>
<td>570,000</td>
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<tr>
<td></td>
<td>Leachate Collection System Cleaning &amp; Inspection</td>
<td>350,000</td>
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<tr>
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<td>Updating &amp; Maintaining Utility Atlas &amp; GIS Systems</td>
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<tr>
<td></td>
<td>Upgrade &amp; Maintenance of High Voltage Power Dist</td>
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<td></td>
<td>Valve Replacement</td>
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<td></td>
<td>High Voltage Underground Feeder Replacement</td>
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<tr>
<td></td>
<td>Manhole Rehabilitation</td>
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<tr>
<td></td>
<td>Non-potable Water Supply Upgrades</td>
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<td></td>
<td>Settlement tank repairs</td>
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<tr>
<td></td>
<td>Lift Station Repairs</td>
<td>195,000</td>
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<td></td>
<td>Leachate Force Main System Improvements and Refurbishments</td>
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<td>Leachate pumping Stations Upgrades Study</td>
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<td></td>
<td>IWS Maintenance and Upgrades includes rehabilitation of IW1 &amp; IW2</td>
<td>130,000</td>
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<tr>
<td></td>
<td>LFG Collection System Installation &amp; Upgrades to Cells in Class 1 &amp; 3</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td><strong>$ 5,105,000</strong></td>
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<tr>
<td>4065873</td>
<td>Replace all Under Ground Storage Tanks</td>
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<td></td>
<td><strong>$ 2,000,000</strong></td>
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**FUND 406 TOTAL**

$ 37,496,645

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>
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</thead>
<tbody>
<tr>
<td>4074211</td>
<td>Design &amp; Install Fume Extraction Booth</td>
<td>100,000</td>
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<tr>
<td></td>
<td>HHW Facility: Modifications &amp; Expansions</td>
<td>50,000</td>
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<td>TOTAL</td>
<td></td>
<td>$ 150,000</td>
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<tr>
<td>4074231</td>
<td>Additional Groundwater Monitoring Wells &amp; Equip</td>
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<td></td>
<td>Additional Industrial Supply Wells &amp; Equipment</td>
<td>424,175</td>
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<tr>
<td>4074272</td>
<td>GIS-ASSET MGMT/ORDER SYS</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>$ 200,000</td>
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<tr>
<td>4074273</td>
<td>Flame/Smoke Detection Monitoring &amp; Remote System</td>
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<td>TOTAL</td>
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<td>$ 750,000</td>
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<tr>
<td>4074274</td>
<td>Facilities New Plant Light Installation</td>
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<td>$ 17,000</td>
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<tr>
<td>4074278</td>
<td>Facilities New Plant Light Installation</td>
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<tr>
<td>4074861</td>
<td>Transfer Stations Facility Modification &amp; Expansion</td>
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<td>$ 45,506</td>
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<tr>
<td>4075813</td>
<td>New Vehicle Purchase (CIS)</td>
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<tr>
<td></td>
<td>GPS System for Bulldozers and Landfill Compactors</td>
<td>7,500</td>
</tr>
<tr>
<td></td>
<td>Maintenance Warehouse Shelving</td>
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<tr>
<td></td>
<td>Canopy for Equipment Storage Yard</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>$ 290,000</td>
</tr>
<tr>
<td>4075814</td>
<td>Electronic Document Management</td>
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</tr>
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<td></td>
<td>Grounds Equipment</td>
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</tr>
<tr>
<td></td>
<td>Tractor/Tanker - Water Tanker</td>
<td>50,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 340,000</td>
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<tr>
<td>4075854</td>
<td>Facility Modification and Expansion - BPF</td>
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<td></td>
<td>SCADA/Instrumentation &amp; Control Vehicle</td>
<td>63,000</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>$ 135,000</td>
</tr>
<tr>
<td><strong>FUND 407 TOTAL</strong></td>
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<td>$ 2,911,681</td>
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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>Units</th>
<th>Service Area Franchisees</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>Waste Pro</td>
<td>Advanced/WM</td>
<td>FCC</td>
<td>FCC</td>
<td>WM</td>
<td>GC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>47,893</td>
<td>33,835</td>
<td>64,901</td>
<td>47,834</td>
<td>1,279</td>
<td>18,319</td>
<td>212,061</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Container Units</td>
<td>24,383</td>
<td>9,177</td>
<td>17,091</td>
<td>30,329</td>
<td>739</td>
<td>6,454</td>
<td>88,173</td>
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</tr>
<tr>
<td>Total Units</td>
<td>72,276</td>
<td>43,012</td>
<td>81,992</td>
<td>78,163</td>
<td>2,018</td>
<td>24,773</td>
<td>300,234</td>
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<tr>
<td>Est. Res/Comm'l. Revenue</td>
<td>$16,186,495</td>
<td>$11,190,816</td>
<td>$14,407,288</td>
<td>$12,177,936</td>
<td>$3,225,913</td>
<td>$4,957,362</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Assessment Rates</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Curbside Rate</td>
<td>$281</td>
<td>$354</td>
<td>$194</td>
<td>$197</td>
<td>$371</td>
<td>$273</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Container Rate</td>
<td>$148</td>
<td>$124</td>
<td>$98</td>
<td>$95</td>
<td>$284</td>
<td>$123</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### FUNDS AVAILABLE

| Assessment Revenue | Curbside Gross | $13,473,616 | $11,981,551 | $12,598,745 | $9,444,477 | $474,548 | $4,449,965 | $52,422,931 |
| Curbside Net | 12,919,616 | 11,502,547 | 12,040,434 | 6,994,705 | 456,296 | 4,278,842 | 50,192,439 |
| (1) Extraordinary Rate Increase (FCC) | |
| Container Gross | 3,605,572 | 1,141,613 | 1,642,224 | 2,896,178 | 209,909 | 793,377 | 10,288,763 |
| Container Net | 3,478,966 | 1,097,936 | 1,581,259 | 2,776,923 | 201,836 | 762,863 | 9,899,784 |
| Total Gross | 17,079,188 | 13,123,164 | 14,240,968 | 12,340,654 | 684,457 | 5,243,373 | 62,711,804 |
| Total Net | 16,398,582 | 12,600,483 | 13,707,362 | 11,834,769 | 658,132 | 5,041,705 | 60,241,033 |
| CO Billing receipts | 142,283 | 100,518 | 192,811 | 142,107 | 3,800 | 48,481 | 630,000 |
| Franchise Fees | 543,585 | 355,724 | 432,219 | 365,338 | 96,777 | 148,721 | 1,924,374 |
| MC Reserve Allocation (2) | 32,009 | 32,009 |
| TOTAL FUNDS AVAILABLE | $17,086,460 | $13,036,725 | $14,332,392 | $12,342,215 | $790,718 | $5,233,907 | $62,827,416 |

### EXPENDITURES

| Hauler Payments | Gar/Trash/Veg | $11,126,377 | $9,266,079 | $8,069,716 | $7,003,144 | $481,969 | $3,155,815 | $38,133,099 |
| Recycling | 3,457,364 | 2,089,967 | 3,228,756 | 2,908,714 | 159,212 | 1,283,162 | 13,127,174 |
| Cart Maintenance Fees | 1,206,904 | 852,642 | 1,635,506 | 1,205,417 | 0 | 411,239 | 5,311,706 |
| CO Billing receipts | 142,283 | 100,518 | 192,811 | 142,107 | 3,800 | 48,481 | 630,000 |
| Total Hauler Payments | $15,532,927 | $12,339,206 | $13,126,788 | $11,259,381 | $644,980 | $4,696,697 | $58,201,979 |

| SWA Funds | Administration Overhead | 607,118 | 361,301 | 688,733 | 656,569 | 16,951 | 191,293 | 2,521,966 |
| TOTAL EXPENDITURES | $16,540,045 | $12,700,507 | $13,615,520 | $11,915,951 | $661,931 | $5,089,990 | $60,723,945 |

| Fund Bal. Increase/(Decrease) | 546,415 | 336,218 | 516,871 | 426,284 | 96,777 | 148,917 | 2,071,462 |
| MC Reserve Allocation (2) | - | - | - | - | - | 32,009 | - |
| TOTAL BUDGET (Including Reserve) | $17,086,460 | $13,036,725 | $14,332,392 | $12,342,215 | $790,718 | $5,233,907 | $62,827,416 |

Note: Numbers may not add up due to rounding.
RESOLUTION NO. 2023-03

A RESOLUTION OF THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, FLORIDA; IMPLEMENTING PROVISIONS OF SOLID WASTE AUTHORITY RESOLUTION 2021-01 AND RESOLUTION 91-27 AND F.S. 197.3632 ESTABLISHING MANDATORY SOLID WASTE DISPOSAL AND COLLECTION PROGRAMS; ADOPTING A SCHEDULE OF PROPERTY CLASSIFICATIONS; ADOPTING RATES; DEFINING COLLECTION AREAS; RATIFYING AND ADOPTING THE ANNUAL NON-AD VALOREM ASSESSMENT ROLL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Solid Waste Authority of Palm Beach County, Florida (Authority) adopted Resolutions 2021-01 and 91-27 as amended establishing mandatory solid waste disposal and collection programs for Palm Beach County, Florida; and

WHEREAS, Resolutions 2021-01 and 91-27 as amended require the Authority to implement the solid waste disposal and collection programs by adopting rates, units of measurements, amounts of assessment and a non-ad valorem assessment roll; and

WHEREAS, the Board has completed review of said rate schedules and annual non-ad valorem assessment roll; and

WHEREAS, F.S. 197.3632 requires Authority when adopting the non-ad valorem assessment roll to specify the unit of measurement for the assessment and the amount of the assessment.

NOW, THEREFORE, BE IT RESOLVED BY THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, FLORIDA, that:

SECTION I

Resolution 94-24 is hereby amended as set forth in Exhibit A and B attached hereto.

SECTION II

The terms used herein have the meanings set out in Resolution 2021-01 and 91-27, as amended.

SECTION III

The Schedule of Property Classifications for the disposal of solid waste for residential parcels attached as Exhibit "A" is hereby adopted, as the unit of measurement for residential parcels.

SECTION IV

The Schedule of Property Classifications for the disposal of solid waste for commercial parcels attached as Exhibit "A" is hereby adopted, as the unit of measurement for commercial parcels.
SECTION VI

The Schedule of Property Classifications for the disposal of solid waste for commercial agricultural parcels attached as Exhibit "A" is hereby adopted as the unit of measurement for commercial agricultural parcels.

SECTION VII

The residential rate to be applied to the Base Disposal Unit set out on Exhibit "A" as the amount of disposal assessment for single-family homes and the other residential disposal rates set forth therein are hereby adopted.

SECTION VIII

The schedule of rates and description of Collection Areas to be applied to Residential Assessed Units for the collection of solid waste as set out on Exhibit "B" attached is hereby adopted, as the amount of collection assessment.

SECTION IX

The commercial and commercial agricultural rate categories are set forth on Exhibit "A", attached hereto, are hereby adopted.

SECTION X

The annual non-ad valorem assessment roll of the Solid Waste Authority of Palm Beach County as prepared on compatible electronic medium for Fiscal Year October 1, 2023, through September 30, 2024, is hereby adopted and imposed against the parcels of real property described therein.

SECTION XI

SEVERABILITY. If any clause, section or provision of this Resolution shall be declared by a court of competent jurisdiction to be unconstitutional or invalid for any cause or reason, only such portion shall be eliminated from the Resolution and the remainder of this Resolution shall continue in full force and effect and shall be construed to fulfill the intent of this Resolution so as to be as valid as if such invalid portion thereof had not been incorporated therein.

SECTION XII

This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 23rd day of August 2023.

ATTEST: SOLID WASTE AUTHORITY OF

Clerk to the Authority PALM BEACH COUNTY

Vice Mayor Maria Sachs, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: General Counsel

ITEM 7.1
Page # 22/56
**EXHIBIT “A”**

**SCHEDULE OF PROPERTY CLASSIFICATION**

### RESIDENTIAL

<table>
<thead>
<tr>
<th>PROPERTY DESCRIPTION</th>
<th>EQUIVALENT DISPOSAL UNITS</th>
<th>DISPOSAL RATES IN DOLLARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE DISPOSAL UNIT:</td>
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<tr>
<td>SINGLE FAMILY HOMES</td>
<td>1.00</td>
<td>$188</td>
</tr>
<tr>
<td>MULTI-FAMILY HOMES</td>
<td>0.55</td>
<td>$103</td>
</tr>
<tr>
<td>MOBILE HOMES</td>
<td>0.95</td>
<td>$179</td>
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### COMMERCIAL AGRICULTURAL

<table>
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<th>PROPERTY DESCRIPTION</th>
<th>AGRICULTURAL ENTITY FEE</th>
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</thead>
<tbody>
<tr>
<td>Minimum Fee for parcels 0 - 10 Acres</td>
<td>$40</td>
</tr>
<tr>
<td>Fee per acre &gt;10 and &lt;100 Acres</td>
<td>$4</td>
</tr>
<tr>
<td>Maximum Fee for parcels of 100 Acres and more</td>
<td>$400</td>
</tr>
</tbody>
</table>
### PROPERTY DESCRIPTION

#### HIGHEST WASTE
- Supermarkets
- Nightclubs/Bars
- Cold Storage/Packaging
- Fast Food Restaurants
- Restaurants
- Service Stations
- Neighborhood Convenience

#### MEDIUM WASTE
- Hospitals w/o incinerators
- Arenas
- Barns
- Aircraft Hangars
- Transport Terminal
- Strip Store
- Pre-fab Metal Bldgs.
- Educational/Religious
- Bowling Alleys
- Medical Offices
- Lgt/Tech Manufacturing
- Hotel/Motel
- Office Buildings
- Nursing/Convalescent Homes
- Store Discount
- Warehouses
- Shopping Centers
- Dormitory
- Branch Banks
- Vehicle Sales and Service
- Service Shop
- Store Retail
- Schools
- Theaters
- Clubhouses
- Garages
- Nursery Schools/Day care

#### LOW WASTE
- Parking Structures
- Churches
- Manufacturing Heavy
- Museums
- Mini-Warehouses
- Hospitals with incinerators
- Bank
- Dept. Store
- Mortuary
- Auditorium

#### NON-GENERATING
- Individually Determined

### BASE FACILITY CHARGE

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<th>Description</th>
<th>Charge</th>
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<td>MEDIUM WASTE</td>
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<tr>
<td>LOW WASTE</td>
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<tr>
<td>NON-GENERATING</td>
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EXHIBIT "B"

COLLECTION RATES BY
DISTRICT FOR RESIDENTIAL ASSESSED UNITS

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<th>4</th>
<th>5</th>
<th>6</th>
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</thead>
<tbody>
<tr>
<td>CURBSIDE UNITS</td>
<td>$281</td>
<td>$354</td>
<td>$194</td>
<td>$197</td>
<td>$371</td>
<td>$273</td>
</tr>
<tr>
<td>CONTAINER UNITS</td>
<td>$148</td>
<td>$124</td>
<td>$96</td>
<td>$95</td>
<td>$284</td>
<td>$123</td>
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RESOLUTION NO. 2023-04

A RESOLUTION OF THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, FLORIDA; IMPLEMENTING PROVISIONS OF SOLID WASTE AUTHORITY RESOLUTION 2021-01 AND 91-27 ESTABLISHING MANDATORY SOLID WASTE DISPOSAL AND COLLECTION PROGRAMS; ADOPTING A SCHEDULE OF PROPERTY CLASSIFICATIONS FOR GOVERNMENTAL PROPERTIES; ADOPTING THE ANNUAL DISPOSAL AND COLLECTION ASSESSMENT ROLL FOR GOVERNMENTAL AGENCIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Solid Waste Authority of Palm Beach County, Florida (Authority), adopted Resolution 2021-01 and 91-27 as amended establishing mandatory solid waste disposal and collection programs for Palm Beach County, Florida; and

WHEREAS, Resolution 2021-01 and 91-27 as amended provide for Annual Collection and Disposal Assessments for Governmental Agencies; require the Authority to implement the solid waste disposal and collection programs by adopting rates, units of measurement and a Governmental Assessment Roll; and

WHEREAS, the list of improved real property owned by governmental agencies has been compiled.

NOW, THEREFORE, BE IT RESOLVED BY THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, FLORIDA, THAT:

SECTION I

The statements recited above are true and are incorporated herein.

SECTION II

The governmental residential disposal rate and Property Classifications as set forth as Exhibit "A" is hereby adopted. The non-residential governmental rate is hereby adopted and is based on container size and frequency of collection at each property and a density ratio of 134 pounds per cubic yard and a disposal cost of $148.00/ton.

SECTION III

The schedule of rates and description of Collection Areas to be applied to governmental residential units for the collection of solid waste as set out on Exhibit "B", attached, is hereby adopted as the amount of collection assessment.

SECTION IV

The annual disposal and collection governmental assessment roll of the Solid Waste Authority of Palm Beach County as prepared on compatible electronic medium for fiscal year October 1, 2023 through September 30, 2024, is hereby adopted and imposed against the parcels of improved real property described therein.
SECTION V

SEVERABILITY. If any clause, section or provision of this Resolution shall be declared by a court of competent jurisdiction to be unconstitutional or invalid for any cause or reason, only such portion shall be eliminated from the Resolution and the remainder of this Resolution shall continue in full force and effect and shall be construed to fulfill the intent of this Resolution so as to be as valid as if such invalid portion thereof had not been incorporated therein.

SECTION VI

This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 23rd day of August 2023.

ATTEST:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

Vice Mayor Maria Sachs, Chair

Clerk to the Authority

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: __________________________
    General Counsel
# EXHIBIT "A"

GOVERNMENTAL RESIDENTIAL DISPOSAL RATE
PROPERTY CLASSIFICATION SCHEDULE

<table>
<thead>
<tr>
<th>PROPERTY DESCRIPTION</th>
<th>DISPOSAL UNITS IN TONS</th>
<th>DISPOSAL RATES IN DOLLARS</th>
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<tbody>
<tr>
<td>Category 1: (Single Family Homes)</td>
<td>1.95</td>
<td>$288.60</td>
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<tr>
<td>Category 2: (Multi-Family &lt;4 units)</td>
<td>0.67</td>
<td>$99.16</td>
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<tr>
<td>Category 3: (Mobile Homes)</td>
<td>1.68</td>
<td>$248.64</td>
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<tr>
<td>Category 4: (Multi-Family &gt;4 units)</td>
<td>0.74</td>
<td>$109.52</td>
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EXHIBIT "B"

COLLECTION AND RECYCLING RATES BY DISTRICT FOR GOVERNMENTAL RESIDENTIAL UNITS

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<thead>
<tr>
<th>DISTRICT</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
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<tbody>
<tr>
<td>CURBSIDE UNITS</td>
<td>$281</td>
<td>$354</td>
<td>$194</td>
<td>$197</td>
<td>$371</td>
<td>$273</td>
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<td>CONTAINER UNITS</td>
<td>$148</td>
<td>$124</td>
<td>$96</td>
<td>$95</td>
<td>$284</td>
<td>$123</td>
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RESOLUTION NO. 2023-05

A RESOLUTION OF THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, FLORIDA; IMPLEMENTING PROVISIONS OF SOLID WASTE AUTHORITY RESOLUTIONS 2021-01 AND RESOLUTION 91-27 ESTABLISHING MANDATORY SOLID WASTE DISPOSAL AND COLLECTION PROGRAMS; RATIFYING AND ADOPTING THE ANNUAL SERVICE CHARGE BILLING ROLL; PROVIDING PAYMENT PERIODS; PROVIDING EARLY PAYMENT DISCOUNTS; PROVIDING ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Solid Waste Authority of Palm Beach County, Florida (Authority), adopted Resolution 2021-01 and Resolution 91-27 as amended and Resolution 95-30 establishing mandatory solid waste disposal and collection programs for Palm Beach County, Florida; and

WHEREAS, certain parcels of improved real property were not included on the non-ad valorem assessment roll; and

WHEREAS, such parcels of improved real property will receive the benefits of the solid waste disposal system and need to be invoiced as if they had been included in the non-ad valorem assessment roll; and

WHEREAS, the Authority must bill these improved real property owners an Annual Service Charge equal to the amount which would have been assessed on the non-ad valorem assessment roll.

NOW, THEREFORE, BE IT RESOLVED BY THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, FLORIDA THAT:

SECTION I

The statements recited above are true and are incorporated herein.

SECTION II

The Annual Service Charge billing roll as prepared on compatible electronic medium for fiscal year October 1, 2023 through September 30, 2024, is hereby adopted and shall be mailed or otherwise delivered to the owners as shown thereon.

SECTION III

These Annual Service Charges shall be due and payable on or before April 1, 2024. Discounts for early payment shall be at the rate of 4% in the month of November or at any time within thirty days of the mailing of the notice; 3% in the month of December; 2% in the following month of January; 1% in the following month of February; 0% in the following month of March. If not paid by April 1, 2024, a notice of non-payment shall be sent to the owner of record. If not paid by May 1, 2024, appropriate action shall be taken to enforce collection.
SECTION IV

SEVERABILITY. If any clause, section or provision of this resolution shall be declared by a court of competent jurisdiction to be unconstitutional or invalid for any cause or reason, only such portion shall be eliminated from the Resolution and the remainder of this Resolution shall continue in full force and effect and shall be construed to fulfill the intent of this Resolution so as to be as valid as if such invalid portion thereof had not been incorporated therein.

SECTION VI

This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 23rd day of August 2023.

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

Vice Mayor Maria Sachs, Chair

ATTEST:

Clerk to the Authority

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: __________________________
General Counsel
### Waste Categories

<table>
<thead>
<tr>
<th>Waste Categories</th>
<th>Per Ton</th>
<th>Per Cubic Yard(1)</th>
<th>Other</th>
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<tr>
<td>Garbage</td>
<td>$42.00</td>
<td>$15.23</td>
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<tr>
<td>Trash (2)</td>
<td>42.00</td>
<td>6.30</td>
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<tr>
<td>Construction/Land Clearing (3)</td>
<td>65.00</td>
<td>22.75</td>
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<td>Vegetation (4)</td>
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<td>5.25</td>
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<tr>
<td>C/D Recycling Residue (5)</td>
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<tr>
<td>Restricted Use Fill (6)</td>
<td>4.00</td>
<td>5.00</td>
<td></td>
</tr>
<tr>
<td>Tires: Whole (without rims) (7a)</td>
<td>100.00</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td>Whole Truck/Oversized</td>
<td>190.00</td>
<td>21.38</td>
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<tr>
<td>Shredded/Segmented (8 or more pieces) (7b)</td>
<td>10.00</td>
<td>2.65</td>
<td></td>
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<tr>
<td>Livestock Waste (8)</td>
<td>25.00</td>
<td>7.50</td>
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<tr>
<td>Special Waste – Class A (9)</td>
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<tr>
<td>Special Waste – Class B (10)</td>
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<tr>
<td>Whole Animals (11)</td>
<td>30.00</td>
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<tr>
<td>White Goods (Appliances)</td>
<td>10.00</td>
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<tr>
<td>Trailers (Mobile Homes &amp; RVs) (12)</td>
<td>90.00</td>
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<tr>
<td>Minimum Charge</td>
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<td>$10.00</td>
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<tr>
<td>Unsecured Load Surcharge (13)</td>
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<td></td>
<td>$10.00 each</td>
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<tr>
<td>Out of County (for Garbage &amp; Trash only)</td>
<td>148.00</td>
<td>53.67</td>
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### Disposal Locations

<table>
<thead>
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<th>Disposal Locations</th>
<th>Hours</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewable Energy Facilities #1 #2 (REF#1/#2)</td>
<td>7:00 A.M. to 5:00 P.M.</td>
<td>Monday - Saturday</td>
</tr>
<tr>
<td>6895 N. Jog Road, West Palm Beach</td>
<td></td>
<td></td>
</tr>
<tr>
<td>North County Landfill Complex</td>
<td>7:00 A.M. to 5:00 P.M.</td>
<td>Monday - Saturday</td>
</tr>
<tr>
<td>6330 N. Jog Road, West Palm Beach</td>
<td></td>
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</tr>
<tr>
<td>Jupiter Transfer Station</td>
<td>7:00 A.M. to 5:00 P.M.</td>
<td>Monday - Saturday</td>
</tr>
<tr>
<td>14185 N. Military, Jupiter</td>
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<tr>
<td>Royal Palm Beach Transfer Station</td>
<td>7:00 A.M. to 5:00 P.M.</td>
<td>Monday - Friday</td>
</tr>
<tr>
<td>9743 Weisman Way, Royal Palm Beach</td>
<td></td>
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</tr>
<tr>
<td>West Delray Transfer Station</td>
<td>7:00 A.M. to 3:00 P.M.</td>
<td>Saturday</td>
</tr>
<tr>
<td>13400 S. State Rd. 7, Delray Beach</td>
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<tr>
<td>Delray Transfer Station</td>
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<td></td>
</tr>
<tr>
<td>1901 SW 47 Avenue, Delray Beach</td>
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<td></td>
</tr>
<tr>
<td>Lantana Transfer Station</td>
<td>7:00 A.M. to 5:00 P.M.</td>
<td>Monday - Friday</td>
</tr>
<tr>
<td>1810 Lantana Road, Lantana</td>
<td>7:00 A.M. to Noon</td>
<td>Saturday</td>
</tr>
<tr>
<td>Belle Glade Transfer Station</td>
<td>7:30 A.M. to 4:00 P.M.</td>
<td>Monday - Friday</td>
</tr>
<tr>
<td>1701 State Road 15, Belle Glade</td>
<td></td>
<td></td>
</tr>
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</table>

- All disposal locations will be closed on: Thanksgiving and Christmas. **Authority facilities are not open on Sundays.**
- All customers are required to weigh out unless they have a tare weight on file. If you leave without weighing out, your fee will be based on the full weight of the load as well as the vehicle.
- Transfer stations and REF#1/#2 cannot accept the following materials: concrete, chain link fencing, farm plastic, block, brick, tile, steel, rebar, roofing material, construction lumber, trusses, pallets, trailers, dirt, fill, sod, stumps and tree remains greater than 50 pounds or 6 feet in length, and other similar materials which may damage the facility or equipment. Loads containing more than a small quantity of these materials will be rejected. Additionally, loads of tires, animals, animal waste, sludge, loads delivered in a tractor trailer and other items that require special handling are never accepted at transfer stations. The Landfill will accept these items. Acceptance or rejection of loads at a Transfer Station or at the Renewable Energy Facilities is at the Authority’s discretion.
- The SWA accepts cash or business checks at the Weigh Stations. Payment by check requires prior approval and submission of a check Cashing Application. Credit Cards are also accepted (VISA, Mastercard and Discover).
- Mixed loads will be charged at the higher waste category rate.
NOTES:

1. Yardage rates ONLY APPLY if the scales are inoperative and are based on the full volume of the vehicle.

2. TRASH – Household and commercial waste free of garbage and consisting of furniture, appliances, textiles, plastics, some wood, cardboard, paper, glass, street sweepings, 4 or less passenger tires and other similar materials that would typically be found in a household garage. May include small amounts of construction and demolition debris with the exception of concrete, metal weighing more than 50 pounds or more than six feet in length, roofing material, ceramic tile, rock, soil, and stumps or tree trunks weighing more than 50 pounds or more than 6 feet in length. Also, boats and watercraft are usually charged at this rate but must first be inspected by Hazardous Waste staff at 6161 N Jog Rd, Monday – Friday 7:00a.m. – 5:00p.m., prior to disposal at the North County Landfill.

3. CONSTRUCTION AND DEMOLITION DEBRIS (CD) - Materials including but not limited to steel, glass, brick, block, concrete, asphalt roofing material, pipe, gypsum wallboard, lumber, plywood, cabinetry, pallets, fencing, stumps and any other material from a construction or demolition project or from the renovation of a structure. The term also includes rocks, soils, sod, tree remains, trees and other vegetative matter that normally results from land clearing or land development operations exceeding the vegetation limits shall be classified as CD. Generally, dump trucks and open top roll-off containers will be charged at this rate. Please also refer to the note on the front regarding Prohibited Materials Delivered to Transfer Stations and REF#1/#2.

4. VEGETATION - Vegetative matter resulting from yard and landscaping maintenance including materials such as tree and shrub materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. The vegetation cannot be mixed with garbage, trash, sand, or other types of contamination. Vegetative Waste must be no more than 6 feet in length and no single item shall weigh more than 50 pounds. Mulch will also be charged at the vegetation rate.

5. C/D RECYCLING RESIDUE - Unrecoverable combustible waste delivered by SWA permitted recyclers after all recyclable material has been recovered from construction debris. This waste is primarily trash like in appearance and does not contain any substantial quantities of readily recoverable components. Loads with more than de minimis amounts of recoverable components will be charged the CD rate. Authority employees will verify this waste type at the time of delivery. Not accepted at our transfer stations.

6. RESTRICTED USE FILL – Soil like material with limited use applications as determined by the Authority based on appearance, structural characteristics and/or physical contents. Receipt of this material is subject to the needs of the Authority at the Landfill only. Prior arrangement is required. Non-conforming material may be charged the full tipping fee or may be rejected.

7a. TIRES – Whole passenger tires or whole truck tires without rims will be charged the "Tire" rate. Tires with rims, large tires and all others will be charged the higher rate ($190/ton). Mixed loads will be charged the higher rate.

7b. SHREDDED/SEGMENTED TIRES - Passenger tires, including tractor trailer tires, cut into at least eight (8) substantially equal pieces or oversized/off-road tires shredded to less than 4" x 4" x 2" pieces.

8. LIVESTOCK WASTE – Waste composed of excrement from animals with residual materials that have been used for bedding, sanitary, or feeding purposes for such animals and must be accepted at the REF#2 to receive this rate.

9. SPECIAL WASTE-A - Waste that cannot be processed through transfer stations or the REF #1/#2 including incinerator ash, animal processing residues, treated biohazardous waste, waste water residue, sewage residues, lime sludge and animal excrement. Does not include dewatered sludge or material accepted under a separate contract. Also, includes debris that requires special handling such as liquor/beer/saleable goods. Must be delivered to the Landfill.

10. SPECIAL WASTE-B - Material requiring disposal on a special manifest, such as asbestos or fuel contaminated soils.

* Cubic yard rates for Special Waste - Class B vary depending on the debris. For specific rates contact the Solid Waste Authority Administration Office.

11. WHOLE ANIMALS - Whole deceased animal carcasses.

** If scales are inoperative the unit cost of $3.00 each for small (cats/dogs) and $15.00 each for large will apply.

12. TRAILERS - Charged by weight when possible. Empty trailers that are unable to fit on the scales will be charged by the linear foot.

13. UNSECURED LOADS – An unsecured load fee will be charged for any load that is not secured with a rope, tarp or object that prevents any debris from falling out of the vehicle. Loads must remain secured until reaching the tipping floor.

14. OUT OF COUNTY – This rate only applies to garbage and trash from other counties not delivered under contract.

- Notice to Late Arriving Customers – Cash customers arriving 60 minutes prior to closing of a facility will be required to provide a larger deposit and to mail or present the scale ticket with vehicle weight noted to Accounts Receivable within a week of the transaction to obtain a refund. We also reserve the right to not accept cash within 60 minutes of closing if payment by credit card is available:

Solid Waste Authority, Attn: Accounts Receivable, 7501 N. Jog Road, West Palm Beach, FL 33412 7.1 Page 33/36

For more information, please visit our website www.swa.org or call (561) 640-4000

Rev. 6
<table>
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<tr>
<th>Cost Center</th>
<th>Project Description</th>
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<th>FY 2025</th>
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<td>Central County Transfer Station Tip Floor Rehabilitation</td>
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<td>South County Transfer Station Hopper Curb Replacement</td>
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| Fund 4D | $37,488,645 | $34,897,063 | $28,619,776 | $21,080,685 | $12,237,859 | $154,221,730 |
## SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
### FY 2024 FUND 407 BUDGET

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**FUND 407 T** $2,911,003 $3,200,000 $1,250,000 $1,280,000 $1,250,000 $9,075,001