

MUNICIPAL SOLID WASTE (MSW) AND RECYCLING SERVICES
AGREEMENT BETWEEN THE CITY OF COOPER CITY
AND COASTAL WASTE & RECYCLING, INC.

THIS IS AN AGREEMENT, dated the 9th day of January, 2024, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 SW 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

COASTAL WASTE & RECYCLING, INC., a **solid waste removal services company**, authorized to do business in the State of Florida, with a business address of **2481 NW 2ND AVE, BOCA RATON, FL 33431** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREMABLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Friday, September 29, 2023**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **solid waste removal services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

RFP 2023-2-PW
"SOLID WASTE REMOVAL SERVICES"

1.2 On **Monday, October 23, 2023**, the bids were opened at the offices of the City Clerk.

1.3 On 9th day of January, 2024, the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for **solid waste removal services for municipal solid waste except residential bulk**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**RFP 2023-2-PW**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall be for seven (7) years, commencing on April 1, 2024 and terminating on March 31, 2031. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement of both parties.

3.2 This Agreement may be terminated by either party for cause pursuant to Exhibit A, or by the CITY for convenience upon thirty (30) days written notice by the CITY to CONTRACTOR. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount.

3.3 In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed 180 days until the services under a new contract takes effect.