

RESOLUTION NO. 2007 – 074

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PIGGY-BACKING OFF OF THE AGREEMENTS PROCURED BY THE CITY OF SUNRISE AND COOPER CITY WITH R.W. BECK, INC. TO PERFORM A WASTE MANAGEMENT STUDY AND TO ASSIST THE TOWN IN NEGOTIATING ITS COLLECTION SERVICES AGREEMENT; APPROVING AN AGREEMENT WITH R.W. BECK, INC., WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 30, 2007, the initial term of the franchise agreement between the Town and Waste Management, Inc. (WMI) for solid waste collection services will expire; and

WHEREAS, Town desires to renegotiate its contract with WMI; and

WHEREAS, as part of the renegotiation process, the Town also desires to conduct a residential waste generation study in order to determine the average household waste generation rate; and

WHEREAS, this information is necessary to calculate the disposal portion of the residential services rate; and

WHEREAS, the Town desires to obtain a provider to perform a waste management study and to assist the Town in negotiating its collection services agreement; and

WHEREAS, the City of Sunrise and Cooper City have recently procured the services of R.W. Beck, Inc. to perform these services; and

WHEREAS, the Town desires to piggy-back off of these procurements and to enter into an Agreement with R.W. Beck, Inc. to perform a waste management study and to assist the Town in negotiating its collection services agreement.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council of the Town of Southwest Ranches hereby agrees to piggy-back off of the agreements procured by the City of Sunrise and Cooper City with R.W. Beck, Inc. to perform a waste management study and to assist the Town in negotiating its collection services agreement.

Section 3: The Town Council hereby approves the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and R.W. Beck, Inc., for Waste Generation Study & Collection Services Contract Negotiations Assistance, for an amount not to exceed: Three Thousand Dollars (\$3,000) for the Data Request & Kick-Off Meeting; Nine Thousand Eight Hundred Dollars (\$9,800) for Contract Negotiations & Council Presentation; and Forty Three Thousand Four Hundred Dollars (\$43,400) for the Waste Generation Study.

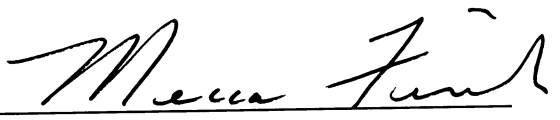
Section 4: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 5: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of June, 2007, on a motion by Council Member Aster Knight and seconded by Vice Mayor Don Maines.

Fink	<u>Y</u>	Ayes	<u>5</u>
Maines	<u>Y</u>	Nays	<u>0</u>
Breitkreuz	<u>Y</u>	Absent	<u>0</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>Y</u>		

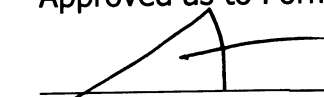
[Signatures on Following Page]


Mecca Fink, Mayor

ATTEST:


Susan A. Owens, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney
FTL_DB: 1054322_1

AGREEMENT
BETWEEN
TOWN OF SOUTHWEST RANCHES
AND
R.W. BECK, INC.
FOR
WASTE GENERATION STUDY & COLLECTION
SERVICES CONTRACT NEGOTIATIONS ASSISTANCE

**WASTE GENERATION STUDY & COLLECTION
SERVICES CONTRACT NEGOTIATIONS
AGREEMENT**

THIS IS AN AGREEMENT made and entered into by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, hereinafter referred to as "Town" and R.W. Beck, Inc., a Florida Corporation, hereinafter referred to as "Consultant".

WHEREAS, on September 30, 2007, the initial term of the franchise agreement between the Town and Waste Management, Inc. (WMI) for solid waste collection services will expire; and

WHEREAS, Town desires to renegotiate its contract with WMI; and

WHEREAS, as part of the renegotiation process, the Town also desires to conduct a residential waste generation study in order to determine the average household waste generation rate; and

WHEREAS, this information is necessary to calculate the disposal portion of the residential services rate; and

WHEREAS, the Town desires to obtain a provider to perform a waste management study and to assist the Town in negotiating its collection services agreement; and

WHEREAS, the City of Sunrise and Cooper City have recently procured the services of Consultant to perform these services; and

WHEREAS, the Town desires to piggy-back off of these procurements and to enter into an Agreement Consultant to perform a waste management study and to assist the Town in negotiating its collection services agreement.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: **Scope of Services**

Upon execution of this Agreement, the Consultant shall immediately commence to identify, to analyze, to review and to recommend to the Town, through coordination with the Town Administrator, the Collection Services Negotiations

Assistance and Waste Generation Study services, per Exhibit "A" Scope of Services.

Section 2: **Compensation**

2.1 Compensation is to be based upon a flat fee of Three Thousand Dollars (\$3,000) for the Data Request & Kick- Off Meeting; Nine Thousand Eight Hundred Dollars (\$9,800) for Contract Negotiations & Council Presentation; and Forty Three Thousand Four Hundred Dollars (\$43,400) for the Waste Generation Study. Consultant shall submit all invoices by the fifteenth day of each month for services rendered, on a percentage complete basis. To the extent that the level of effort is greater or less than anticipated because of an act of god, the cost estimate will be adjusted commensurately. Town and Consultant agree that payment will be provided within ten (10) business days of the Town Administrator's receipt and approval of an invoice in acceptable form and verification of the percentage of completion.

2.2 Reimbursable Expenses-

If agreed to in writing, prior to the expense being incurred, Town and Consultant agree that Consultant may be reimbursed for reasonable travel expenses associated with meetings and presentations necessitating overnight hotel stays solely in the event that services outside the Scope of Services described herein are requested by the Town

2.3 Hourly Billing Rates-

To the extent that the Town requests in writing that Consultant perform services that are outside of the Scope of Services described above, such services will be billed on a time and material basis in accordance with the following hourly billing rates. Hourly Billing Rate for: Senior Director is Two Hundred Dollars (\$200); Senior Consultant is One Hundred Fifty Dollars (\$150); Analyst is One Hundred Dollars (\$100); Secretary/Clerical is Seventy Five Dollars (\$75); and Field Person is Fifty Dollars (\$50). Any additional services performed that have not been requested by the Town in writing shall be at the sole cost and expense of Consultant.

Section 3: **Term**

Town and Consultant agree that the Term of this Agreement shall commence upon the execution of this Agreement and that all services delineated herein shall be performed within Ninety Days. Time is of the essence. Based upon the mutual agreement of both parties, the Term of this Agreement may be extended.

Section 4: **Termination**

Notwithstanding any other provision of this Agreement, this Agreement is terminable at will by either party, with or without cause. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement. Either party may terminate this Agreement upon providing thirty (30) days written notice. In the event that this Agreement is terminated, Consultant shall solely be paid for any Work performed up to the date of termination and Consultant shall not be entitled to any additional compensation, of any kind or in any amount, from Town as a result of being terminated. Consultant specifically waives any and all rights to seek any additional sums or damages from Town due to being terminated other than Consultant's sole right to be paid for any Work performed up to the date this Agreement is terminated. Upon termination, Consultant shall immediately refrain from performing further Work for the Town or incurring additional expenses.

Section 5: **Professional Assurances**

Consultant shall perform all services under this Agreement in accordance with the highest standard of care used by similar professionals in Broward County, Florida, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession.

Section 6: **Indemnification, Liability & Insurance**

6.1 To the fullest extent permitted by law Consultant shall indemnify, and hold harmless the Town and the Town's officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and costs at all tribunal levels, including but not limited to, the trial level and all appeals, to the extent caused by the malfeasance, negligence, recklessness, or wrongful misconduct of Consultant and persons employed or utilized by Consultant in the performance of the Work pursuant to this Agreement. Town and Consultant agree that 1% of the compensation due to Consultant from Town pursuant to this Agreement is offered and accepted as sufficient separate consideration for Consultant's agreement to indemnify Town and Town's officers and employees as provided for in this paragraph. This specific consideration for Consultant's agreement to indemnify is already incorporated in the rate agreed to between Town and Consultant. Consultant agrees to be fully responsible for acts and omissions of their respective agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of

the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract. Notwithstanding the aforesaid and to the extent permitted by law, should a cause arise out of the performance of code compliance services as to the normal course of business and provided to the extent that such cause was not brought about by the malfeasance, negligence, recklessness, or wrongful misconduct of Consultant and persons employed or utilized by Consultant in the performance of the Work pursuant to this Agreement, Town shall defend, save harmless and indemnify Consultant

6.2 Without limiting any of the other obligations or liabilities of Consultant, Consultant shall provide, pay for, and maintain in force all insurance specified herein. The Town shall be named as an additional insured of all the insurance policies to be acquired by Consultant for the Work provided by Consultant pursuant to this Agreement and shall also be identified as the certificate holder on all certificates of insurance. The insurance required by this Agreement shall be written by a company licensed in Florida and the company must reasonably be acceptable to the Town. The insurance required by this Section shall also cover all Work performed by Consultant's employees, independent contractors, subcontractors and/or sub-consultants pursuant to this Agreement. This insurance shall be primary and other insurance of the Town shall not be contributory. The insurance coverages to be acquired and maintained by Consultant are as follows:

6.3 Workers' Compensation Insurance, if required, to apply to employees in compliance with the "Worker's Compensation Law" of the State of Florida; and

6.4 Comprehensive General Liability Insurance: Consultant to provide comprehensive general liability insurance with minimum limit of coverage of One Million (\$1,000,000) Dollars per occurrence and One Million (\$1,000,000) Dollars in the aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for:

- (a) Premises and/or Operations;
- (b) Independent Contractors;
- (c) Broad Form Property;
- (d) Contractual;
- (e) Personal injury; and

(f) Products/Completed.

6.5 Automobile Liability Insurance: Consultant to provide automobile liability insurance to cover any auto with a limit of coverage of at least One Million (\$1,000,000) Dollars per occurrence.

6.6 Employer's Liability: Consultant to provide employer's liability insurance with coverage of One Million (\$1,000,000) Dollars.

6.7 Professional Liability: Consultant to provide professional liability insurance with coverage of One Million (\$1,000,000) Dollars per claim and in the aggregate.

6.8 Consultant shall provide to Town a certificate of Insurance and a copy of required insurance policies as required by this Section. All certificates and endorsements required herein shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of said policy.

6.9 If the initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished at least thirty (30) days prior to the date of their expiration.

Section 7: **Notices**

All written correspondences shall be addressed as follows, unless a party otherwise gives notice to the other party of such other address:

If to Town:

Christopher J. Russo, Town Administrator
6589 S. W. 160 Avenue
Southwest Ranches, FL 33331

With a copy to:

Gary A. Poliakoff, J.D., Town Attorney
3111 Stirling Road
Fort Lauderdale, FL 33312

If to Consultant:

R.W. Beck, Inc.
Attn: _____

With a copy to:

Lin Ross (which will not be considered notice)
R.W. Beck, Inc.
1001 Fourth Avenue, Suite 2500
Seattle, Washington, 98154-1004

Section 8: **Relationship**

8.1 Consultant shall perform all of the services enumerated in this Agreement solely as an independent contractor, and not as an employee of the Town. The Consultant, as directed in writing by the Town Administrator, shall be responsible for directing its efforts as to the manner and means of accomplishing the work to be performed hereunder by Consultant, pursuant to good and workmanlike practices. The priority, order, performance of services or safety practices shall not affect Consultant's status as an independent contractor and shall not relieve Consultant of the obligations assumed under this Agreement.

8.2 Neither Consultant nor Town intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

Section 9: **Audit Right and Retention of Records**

Town shall have the right to audit the books, records, computer records, electronic stored data, and accounts of Consultant that are related to this Agreement. Consultant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Consultant shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes) if applicable, or, if the Florida Public Records Act is not applicable, of a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of five (5) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Consultant's records, Consultant shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirements of either federal or state law shall be violated by Consultant. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry.

Section 10: **Subcontracting**

All substantive work to be performed pursuant to the terms of this Agreement shall be performed by Consultant, and no work shall be subcontracted to other parties or firms by Consultant without the prior written consent of the Town, which will not be unreasonably withheld. Consultant shall ensure that all subcontractors or sub-consultants performing any Work under this Agreement are bound in writing to all of the terms and conditions of this Agreement.

Section 11: **Ownership Rights**

Consultant agrees that all documents, programs, work product and documentation (hereinafter referred to as "Documentation") prepared by Consultant pursuant to this Agreement shall be the property of Town, and Consultant hereby assigns all of that Documentation to Town.

Section 12: **Nondiscrimination**

12.1 Consultant shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Consultant shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Consultant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

12.2 Consultant's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.

Section 13: **Entire Agreement**

This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and Agreement between the parties and supersedes previous agreements and representations whether written or oral.

Section 14: **Construction**

This Agreement has been a joint effort of the parties, and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The headings used in

this Agreement are for convenience only and shall not be considered as part of this Agreement in any respect nor shall they in any way affect the substance of any provisions contained in this Agreement.

Section 15: **Further Assurances**

Town and Consultant agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without, in any manner, limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

Section 16: **Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.

Section 17: **No Amendment or Waiver**

This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties from whom enforcement of such change would be sought.

Section 18: **Severability**

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect.

Section 19: **Resolution of Disputes**

19.1 To prevent litigation, it is agreed by the parties hereto that Town Administrator shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Agreement and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed, to be done or furnished under or, by reason of, the Agreement. The Town Administrator's decision shall be reduced to writing and a copy furnished to Consultant within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision

shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.

19.2 To further prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Contract by mediation. A request for mediation shall be filed, in writing, with the other party to the Contract. To the extent litigation is permitted under this Contract, the request shall be made prior to the filing of a legal or equitable proceeding, which shall not be filed prior to the outcome of mediation which will be completed within sixty (60) consecutive calendar days from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) consecutive calendar days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida.

Section 20: **Applicable Law & Venue; Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit of Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

Section 21: **Enforcement; Costs; Attorney Fees**

The Town and Consultant are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the Town and Consultant resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such litigation, including attorneys fees and costs incurred at the trial level and on appeal.

Section 22: **Representation of Authority**

The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

Section 23: **Non-Exclusivity of Services**

Consultant may perform for other clients similar or identical to those services contemplated under this Agreement, subject to applicable confidentiality and ethical obligations of Consultant. In the event Town desires an level of exclusivity or other limitations on Consultant's services to its other clients, Town and Consultant shall confer regarding the scope of requested exclusivity or other limitations and the additional compensation to be paid to Consultant for the requested exclusivity or other limitations on providing similar or identical services shall be confirmed in writing signed by both parties and shall expressly state such provision shall supersede this Section 20. No fiduciary or agency obligations shall be created as a result of any exclusivity obligations or other limitations on Consultant's services to other clients.

Section 24: **Reperformance of Services**

If Town believes any of the services provided under this Agreement do not comply with the terms of this Agreement, Town shall promptly notify Consultant to permit Consultant an opportunity to investigate. If the services do not meet the applicable standard of care, it will promptly reperform the services at no additional cost to Town, including assisting Town in selecting remedial actions. If Town fails to provide Consultant with prompt notice of non-compliance and an opportunity to investigate and reperform its services, Consultant's total obligation to Town will be limited to the costs Consultant would have incurred to reperform the services.

Section 25. **Survivability**

Section 6 of this Agreement entitled "INDEMNIFICATION, LIABILITY & INSURANCE"; Section 9 of this Agreement entitled "AUDIT RIGHT AND RETENTION OF RECORDS"; Section 11 of this Agreement entitled "OWNERSHIP RIGHTS"; Section 15 of this Agreement entitled "FURTHER ASSURANCES"; Section 19 of this Agreement entitled "RESOLUTION OF DISPUTES"; Section 20 of this Agreement entitled "APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL"; and Section 21 of this Agreement entitled "ENFORCEMENT; ATTORNEY'S FEES" shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

Section 26. **Compliance With Laws**

Consultant shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

Section 27. **Miscellaneous**

27.1 Performance: Consultant represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

27.2 Materiality and Waiver of Breach: Consultant and Town agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

27.3 Conflicts: Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Agreement.

The parties agree that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude either party or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Agreement.

In the event Consultant is permitted to utilize subcontractors to perform any services required by this Agreement, Consultant agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

27.4 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

27.5 Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless Town or Consultant elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

27.6 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.

27.7 Prior Agreements. This Agreement and its attachments constitute the entire Agreement between Consultant and Town, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27.8 Drug-Free Workplace. Consultant shall maintain a drug-free workplace.

27.9 Multiple Originals. This Agreement may be fully executed in three (3) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.

27.10 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

27.11 Truth-in-Negotiation Certificate. Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: R.W. Beck, Inc., through its _____, authorized to execute same, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 14th day of June, 2006.

IN WITNESS WHEREOF, this Agreement is accepted and executed on the _____ day of June, 2007.

FOR R.W. BECK, INC.

FOR TOWN OF SOUTHWEST RANCHES

Mecca Fink, Mayor

Attest:

Christopher J. Russo, Town Administrator

Susan A. Owens, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Gary A. Poliakoff, J.D., Town Attorney
FTL_DB: 1054358_1

**COLLECTION SERVICES CONTRACT NEGOTIATIONS
ASSISTANCE AND WASTE GENERATION STUDY AGREEMENT
Exhibit "A"**

SCOPE OF SERVICES

The services to be provided in connection with this agreement are summarized as follows,

Consultant(s) must be prepared to provide final report for Task 1, 2 and 3 by the 12th day of September 2007.

Task 1: DATA REQUEST/ KICK-OFF MEETING

In order to collect the necessary information to assist the Town, Consultant will develop a data request to be provided to the Town. The information requested may include, but not be limited to, the following types of data: ordinance and policy statements; copies of existing solid waste and recycling related contracts, interlocal agreements, and procurement documents; population estimates and projections; and other information that may be determined to be relevant to the procurement process.

As part of this task, Consultant will attend a kick-off meeting with representatives from the Town to ensure that the procurement process addresses local needs most effectively, and will review and analyze the documents and data received in response to the data request to develop a better understanding of the Town's systems, ordinances, and challenges.

Task 2: CONTRACT NEGOTIATIONS/ COUNCIL PRESENTATION

Consultant will assist the Town in contract negotiations including rates, terms, conditions, etc. For the budgeting purposes, it is assumed that Consultant will attend up to two meetings, and will spend a maximum of 25 labor hours reviewing the contract terms and conditions. It should be noted that if additional efforts are required, such services will be considered Additional Services and compensated as such.

Consultant will make a presentation before the Town Council on the results of the contract negotiations. Consultant will prepare up to two drafts and one final version of the presentation, using Microsoft PowerPoint. The Town will be responsible for consolidating comments from multiple reviewers for incorporation by Consultant.

Task 3: WASTE GENERATION STUDY

SUB-TASK 3-A– KICK-OFF MEETING AND DATA REQUEST

Consultant will schedule a kick-off meeting between the Town, hauler operations staff, and Consultant's Project Team members. The purpose of the kick-off meeting will be to introduce staff that will be working on the project, identify how the contractor operationally provides collection services, and develop a shared understanding of the proposed process for implementing the study. Following the kick-off meeting, Consultant will develop a data request for the Town, WMI, Resource Recovery Board, and other required parties outlining data and information that will be helpful in completing the project.

The data request may include the following information: daily customer counts by route; monthly tonnage data by waste type (solid waste, recyclables, bulk waste) for the most recent twelve months (this data will be requested from both WMI and the Broward County Resource Recovery Board); route maps showing the route boundaries for each day; utility billing records; additional information that may have impacted the material quantities over the past year such as significant storms, festivals, etc. (causing additional debris); and other data as deemed appropriate.

SUB-TASK 3-B – DEVELOP PROJECT METHODOLOGY

Upon receipt of a response to the data request from all of the required parties and based upon an understanding of WMI's operations, Consultant will develop a proposed project methodology for the waste generation study. We anticipate that Consultant, WMI, and the Town will work together to agree to the methodology that will be used to perform the waste generation study, and the scope, timing, and duration of the study. However, we anticipate that the Town will have the sole authority to approve or revise the methodology for the waste generation study. Based on an understanding of WMI's operations, and for budgeting purposes, Consultant anticipates that the recommended methodology will include monitoring up to two residential refuse collection trucks and two bulk waste collection trucks for a six day period, over two separate seasons – once during the warmer, wetter season and once during the cooler, dryer season.

SUB-TASK 3-C – CONDUCT FIELD OBSERVATIONS

During each day of field observations, designated Consultant's Project Team members will arrive at WMI's yard and meet with the drivers for the day's route. Each member of Consultant's Project Team will verify that the vehicle is empty prior to beginning the route. The targeted truck will be followed for the entire

route, with the Project Team member recording the number of homes on route (and the number of bulk setouts). When the truck is filled, it will be followed to the disposal facility scale house, where a copy of the weigh ticket will be obtained. Consultant will observe the first and second weekly collection day for all homes in the Town. The same study will be repeated during the second season with the two seasons' results combined to develop an annual generation rate.

SUB-TASK 3-D – INTERIM REPORTS

Following the completion of the first seasonal sampling event, Consultant will provide the Town with a brief summary report. The seasonal report is important to identify any issues, discrepancies, etc. that any of the parties may have such that additional field data collection, etc. can occur immediately (if necessary) to remedy the problem. It should be noted that if additional field data collection is required (due to no fault of Consultant's), such services will be considered Additional Services and compensated as such. It is anticipated the seasonal report will be 1 to 3 pages in length. The results of the final sampling event will be incorporated into the draft waste generation study report. We anticipate that it will take approximately 30 days following the conclusion of the sampling event to deliver the report for each season.

SUB-TASK 3-E – ANALYSIS, DRAFT AND FINAL PROJECT REPORTS

The data gathered in each individual field observation will be entered into a custom spreadsheet developed by the Project Team. Complete results of the analysis will be included in a draft and final waste generation study report. Consultant has found that it is most expeditious to deliver the initial draft copy of the report to the Town, WMI, and other stakeholders via an Adobe Acrobat PDF file delivered via email. The file will contain the draft report summary. Following delivery of the draft report, Consultant will participate in a meeting with representatives of the Town, WMI, and other stakeholders to obtain comments on the draft report. Each stakeholder group will be responsible for consolidating comments from multiple reviewers within their respective organizations for incorporation by Consultant. Within two weeks of receipt of all comments on the draft report, Consultant will revise and return the final report.

FTL_DB: 1054358_1