1. CALL TO ORDER  
   ROLL CALL  
   INVOCATION  
   PLEDGE OF ALLEGIANCE

2. AGENDA: Additions / Deletions
   
   Item 5.D: Agreement for Debris Disposal at Okeechobee Landfill  
   [Replacement page 3/14 – Tipping Fee for “Solid Waste” corrected to  
   reflect $39.75 rather than $29.75.]

3. MINUTES:  
   A. February 13, 2019 [Regular Meeting]  
   B. March 12, 2019 [Special Meeting]

4. MINUTES: Citizens’ Advisory Committee  
   April 3, 2019 (R&F)

5. RECOMMENDED CONSENT AGENDA

   a. Sole Source Procurements Report

   Recommendation: Receive and file.

   CAC Recommendation: Support staff’s recommendation.

   b. Request for Qualifications for Providing Professional Consulting and General Engineering Service

   Recommendation: Receive and file consultant pool to provide General Engineering Services for future projects based on the Board-approved Equal Business Opportunity Policy No. RN-19.

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

c. Standby Disposal Agreement with Waste Connections of Osceola County, LLC, allowing the Solid Waste Authority to Dispose of Storm Generated Debris at JED Landfill located in St. Cloud

**Recommendation:** Authorize Executive Director to enter into a Standby Agreement with Waste Connections of Osceola County, LLC, allowing the Authority to disposal of unlimited quantities of storm generated debris at their JED Landfill in St. Cloud at predetermined prices, subject to legal sufficiency approval by General Counsel.

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

d. Standby Disposal Agreements allowing the Solid Waste Authority to Dispose of Storm Generated Debris at Okeechobee Landfill (primary facility) and Monarch Landfill (secondary facility)

**Recommendation:** Authorize Executive Director to execute Standby Agreement with Okeechobee Landfill, Inc., a subsidiary of Waste Management, Inc. of Florida, allowing the Authority to dispose of unlimited quantities of storm generated debris at the Okeechobee Landfill at predetermined prices, subject to legal sufficiency approval by General Counsel.

Authorize Executive Director to execute Standby Agreement with Waste Management, Inc. of Florida, to use Monarch Landfill, Pompano, as a secondary facility to dispose of storm generated debris at predetermined prices, subject to legal sufficiency approval by General Counsel.

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

e. Recovered Materials Processing Facility: Sale of Recovered Materials

**Recommendation:** Authorize Executive Director to execute an Agreement for the Supply of Recyclable Materials by and between the Solid Waste Authority and K-C International, LLC (d/b/a Ekman Recycling) providing for the stable sale of recovered mixed paper with reduced market pricing risk as detailed therein subject to legal sufficiency approval by General Counsel.

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

6. **MATTERS BY THE PUBLIC**

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

None.

8. OLD BUSINESS (POSTPONED ITEMS)

None.

9. NEW BUSINESS

A. EXECUTIVE DIRECTOR (D. Pellowitz)

1. Amendments to Citizens’ Advisory Committee Rules and Procedures

Recommendation: Approve minor administrative revisions to the Citizens’ Advisory Committee Rules and Procedures.

CAC Recommendation: Support staff’s recommendation.

2. Appointment of At-Large Members to the Citizens’ Advisory Committee (CAC)

Recommendation: Appoint Mr. Jeffrey Blank and Mr. John Gentithes to the CAC as At-Large members.

CAC Recommendation: Support staff’s recommendation.

3. Resolution of Appreciation – Barry Haberman

Recommendation: Approve Resolution of Appreciation 2019-03 and authorize Chair to execute on behalf of the Board.

CAC Recommendation: Support staff’s recommendation.

4. Small Business Advisory Committee (SBAC) Appointments

Recommendation: Approve SBAC Appointments.

CAC Recommendation: Support staff’s recommendation.

B. LEGAL COUNSEL (Howard Falcon, Attorney)

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

C. **OPERATIONS, FIELD SERVICES AND UTILITIES** (Mark Eyeington, Chief)

None.

D. **CUSTOMER INFORMATION SERVICES** (John Archambo, Director)

1. Florida Cuttings, Inc., Appeal of Franchise Award for Service Area 6

   **Recommendation:** Hear appeal by Florida Cuttings regarding RFP 19-203/SLB and render a decision.

   **CAC Recommendation:** Declined to make a recommendation.

2. Disposal Assessment Program

   **Recommendation:** Staff presentation.

   **CAC Recommendation:** No action required.

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

1. Renewal of Contract No. 16-602 for Providing Professional Surveying and Mapping Services

   **Recommendation:** Authorize Executive Director to execute a renewal with the Wantman Group to provide professional surveying and mapping services subject to legal sufficiency approval by General Counsel.

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

2. Interlocal Agreement with Martin County to Accept Passenger Car Tires at the Authority’s Renewable Energy Facilities

   **Recommendation:** Authorize Executive Director to execute an Interlocal Agreement with Martin County Solid Waste Department to accept passenger car tires at the Authority’s Renewable Energy Facilities subject to legal sufficiency approval by General Counsel.

   **CAC Recommendation:** Support staff’s recommendation.
9. **NEW BUSINESS** (continued)

E. **ENGINEERING AND CONSTRUCTION SERVICES** (continued)


**Recommendation:** Authorize Executive Director to execute an Agreement for Professional Services between Richard A. Zambo, P.A., and the Solid Waste Authority providing for legal services regarding electric utility agreements and regulations relative to the Authority’s power generation and transmission facilities, as detailed therein, subject to legal sufficiency approval by General Counsel.

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

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**

13. **COMMENTS BY THE BOARD**

Vice Mayor Dave Kerner, Chair
Commissioner Robert Weinroth, Vice Chair
Commissioner Gregg Weiss, Secretary
Commissioner Hal Valeche, Member
Commissioner Mary Lou Berger, Member
Commissioner Melissa McKinlay, Member
Mayor Mack Bernard, Member

14. **CONFIRMATION OF MEETING DATES**

Wednesday, June 19, 2019 at 9:00 AM - Regular Meeting (Note: 3rd Wednesday of the month)

"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)
Minutes
SOLID WASTE AUTHORITY BOARD
REGULAR MEETING
FEBRUARY 13, 2019
9:00 A.M.

PRESENT: Vice Mayor Dave Kerner, Chair
Commissioner Robert Weinroth, Vice Chair (present at 9:17AM)
Commissioner Gregg Weiss, Secretary
Commissioner Hal Valeche, Member
Commissioner Mary Lou Berger, Member
Commissioner Melissa McKinlay, Member
Mayor Mack Bernard, Member

ABSENT: None

STAFF: Daniel Pellowitz, Executive Director
Sandra Vassalotti, Clerk to the Authority
Kathy Levas, Acting Clerk to the Authority
Ramana Kari, Chief Engineer
Mark Eyeington, Chief Operating Officer
Paul Dumars, Chief Financial Officer
Marybeth Morrison, Director of Environmental Programs
John Archambo, Director of CIS
Howard Falcon, General Counsel

Chairman Kerner called the Regular Meeting of the Solid Waste Authority Board to order at 9:05 AM in the Solid Waste Authority Auditorium located at 7501 North Jog Road, West Palm Beach, Florida.

The Acting Clerk verified a quorum was present.

Mr. Pellowitz provided the invocation.

Commissioner Valeche led the Pledge of Allegiance to the Flag.

Mr. Pellowitz advised that the agenda was amended to reflect the following:

- Citizens’ Advisory Committee Recommendations
- Item 9.D.1: Franchise Collection Service Agreements [Revised memo and new attachments #9 and #10.]

MOTION BY COMMISSIONER WEISS TO RE-ORDER AGENDA BY MOVING 9.A.1 TO IMMEDIATELY FOLLOW ITEM 4, SECONDED BY COMMISSIONER VALECHE AND CARRIED WITH A 6-0 VOTE (Commissioner Weinroth absent).

ITEM 3
Page # 113
MOTION BY COMMISSIONER BERGER TO APPROVE THE AGENDA AS AMENDED. SECONDED BY COMMISSIONER WEISS AND CARRIED WITH A 6-0 VOTE (Commissioner Weinroth absent).

MOTION: Approve Agenda as amended

MOTION BY COMMISSIONER BERGER TO APPROVE THE BOARD MEETING MINUTES OF DECEMBER 12, 2018 AND BID AND RFP PROTEST HEARINGS OF JANUARY 23, 2019 AS PRESENTED. SECONDED BY COMMISSIONER WEISS AND CARRIED WITH A 6-0 VOTE (Commissioner Weinroth absent).

MOTION: Approve Board Minutes of 12/12/18 & Bid/RFP Protest Hearings of 1/23/19 as presented

MOTION BY COMMISSIONER MCKINLAY TO RECEIVE AND FILE CAC MEETING MINUTES OF FEBRUARY 6, 2019. SECONDED BY COMMISSIONER BERGER AND CARRIED WITH A 6-0 VOTE (Commissioner Weinroth absent).

MOTION: Receive and File CAC Minutes from 2/6/19

Vice Mayor Kerner turned the gavel over to Commissioner Weiss.

Motion by Vice Mayor Kerner to appoint Mr. Jeff Blank as an At-Large CAC member. Seconded by Commissioner Berger for discussion.

Mayor McKinlay stated that she was not comfortable appointing at-large members without seeing the person’s application and resume in advance. This is standard practice for Board of County Commissioner appointments.

Vice Mayor Kerner withdrew his motion.

Commissioner Weiss returned the gavel to Vice Mayor Kerner.

MOTION BY COMMISSIONER WEISS TO APPOIN Donald Foster AS HIS DISTRICT 2 REPRESENTATIVE. SECONDED BY MAYOR BERNARD AND CARRIED WITH A 6-0 VOTE (Commissioner Weinroth absent).

Commissioner McKinlay stated that she was removing her District 6 appointment, Ms. Pena, due to the possibility of her becoming a contract engineer for the Authority. She continued to say that she was seeking to appoint Ms. Pena to another Board under the County Commission.

MOTION BY COMMISSIONER MCKINLAY TO APPROVE THE CAC APPOINTMENTS AS PRESENTED BY STAFF WITH THE FOLLOWING CHANGES: APPOINTMENT OF DONALD FOSTER AS THE DISTRICT 2 REPRESENTATIVE AND THE OPENING OF DISTRICT 6 FOR A FUTURE APPOINTMENT. SECONDED BY MAYOR BERNARD AND CARRIED WITH A 6-0 VOTE (Commissioner Weinroth absent).

MOTION: Approve slated appointments with changes: Mr. Foster (District 2) and Vacancy for District 6

MOTION BY COMMISSIONER WEISS TO APPROVE CONSENT AGENDA AS PRESENTED. SECONDED BY MAYOR BERNARD AND CARRIED WITH A 6-0 VOTE (Commissioner Weinroth absent).

Item 5.A: Environmental Crimes Unit: Status Report
Item 5.B: Amendment #3 to Agreement for Alarm Monitoring Services
Item 5.C: Renewal of Designated Facility Contract: Panzarella MRF LLC, in Broward County, Florida

MOTION: Approve Consent Agenda

Consent Agenda

ITEM 3A
Page #2/13
Vice Mayor Kerner opened the Public Hearing at 9:15 A.M.

Purpose of Hearing: To hear comments and discussions relating to the potential issuance by the Solid Waste Authority of its Refunding Revenue Bonds, Series 2011, with the principal amount not to exceed $400MM at any time outstanding, and the related plan of financing for the purpose of redeeming a portion of the Authority’s Refunding Revenue Bonds, Series 2011, originally issued in connection with the financing of the 3,000 tons per day mass burn waste-to-energy facility owned by the Authority, owned by the Authority, and operated and maintained by Covanta Palm Beach Resource Recovery, LLC.

[Commissioner Weinroth present.]

Mr. Dumars provided a presentation with highlights as follows:
- Par Amount: $336,735,000.00
- Net PV: $35,036,890 savings (if bonds converted to tax-exempt over the 10-year period from October 2022 to 2031)
- Net PV: $17,535,000 savings (if bonds remained taxable)
- The Authority will know on October 1, 2021 (call date), if the bonds are tax-exempt.

Mayor Bernard questioned what the potential savings to taxpayers on an annual basis would be if the bonds were tax-exempt or taxable.

Mr. Dumars responded that over the 10-year period, if the bonds were considered tax-exempt, the savings would be approximately $5MM annually; if the bonds were considered taxable, the savings would be approximately $2MM annually.

Mr. Pellowitz clarified that a general rule of thumb is a $1MM savings was approximately a $1.00 reduction off of the single-family equivalent rate.

Commissioner Valeche questioned if the Authority could receive an advanced ruling on whether the bonds would be taxable or tax-exempt rather than waiting until the call date.

Bond Counsel Rick Miller advised that an advance ruling would be difficult and could put the Authority in jeopardy. He continued to say that of the four or five transactions proposed, this one had the least risk and most upside; and even the low side on the taxable basis was a very good low side.

**MOTION BY COMMISSIONER BERGER TO ADOPT RESOLUTION 2019-02 AUTHORIZING THE PROPOSED ADVANCED REFUNDING REVENUE BONDS, SERIES 2011, SECONDED BY COMMISSIONER WEINROTH AND CARRIED WITH A 7-0 VOTE.**

[Clerk’s Note: Chairman Kerner read aloud the resolution caption into the record at a later time during the meeting – see page 10.]
Vice Mayor Kerner informed that the Citizens’ Advisory Committee (CAC) objected staff’s recommendation with a 4-1 vote.

Paul Cross (Horizon 800 Representative)
- Submitted an RFP and was ready to move forward with a lease agreement.

Mr. Pellowitz stated that it was an appropriate time for the Board to review the RFP, seek information from staff, and ultimately direct staff to move forward and enter into a lease agreement with the entity.

In response to Vice Mayor Kerner, Mr. Pellowitz informed that the reason for CAC’s objection was that they were concerned about the location of the property and potential for odors generated from the project. He noted that there were homes approximately one-half mile away from the proposed location; however, the facility was intended to be fully enclosed. This was the first step in a long regulatory approval process that the applicant will have to go through. Staff was seeking Board approval to move forward with a lease agreement with Horizon for the purpose of siting the equestrian facility.

Mr. Pellowitz continued to say that other factors included the relocation of PBC Road and Bridge. If the Board moved forward with the lease, the Authority would give the County one-year notice and make the property on Cross State Landfill available to the County as soon as possible so that they can transition from the site they are on to the site that they will be moving to. The new site was immediately adjacent to their existing site. Road and Bridge would have two sites overlapping. The Authority’s proposal would be that they take deliveries to the top of the landfill on the new site and use the material on the existing site to minimize any economic impact. The County submitted to the Authority an estimate requesting reimbursement for the cost of moving. He informed that there was nothing in the lease that specified that the reimbursement was owed. Those would be issues that the Authority and County could work out after-the-fact. The way staff envisioned this transitioning was minimally costly and would benefit both parties.

Commissioner McKinlay stated that she believed the CAC concerns were unfounded. The proposed facility would be located in an industrial area and completely enclosed. The Authority Board voted to issue an RFP for this facility and a response was received.

**MOTION BY COMMISSIONER McKinlay TO ACCEPT THE RFP AND ENTER INTO NEGOTIATIONS FOR A LEASE TO ALLOW THE OPERATION AT THIS FACILITY, SECONDED BY MAYOR BERNARD FOR DISCUSSION.**

In response to Vice Mayor Kerner, Mr. Kari stated that there would be a long regulatory process, starting with the site plan approval at the County level, where various County agencies would review. Included in that regulatory review process would be the Health Department, Road & Bridge, Traffic, School District, Fire Rescue, as well as SFWMD, Lake Worth Drainage District, and DEP.

In response to Commissioner Valeche, Mr. Kari said that the lease would be contingent upon getting all regulatory approvals. Also, Road and Bridge indicated that the best time for their relocation would be between November and March.

In response to Commissioner Weiss, Mr. Kari stated that the traffic impact of this facility, based on Horizon’s proposal, would be an increase of eleven trucks per day.

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

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**Item: 8.1**

Equine Waste Treatment Facility (Benoist Farms Road)
Mr. Archambo provided a brief presentation of the franchise hauler agreement process with highlights as follows:

- Created an S/M/WBE program.
- Replaced curbside garbage collection with automated.
- 6-cubic yard curbside vegetation limit.
- Creation of Service Area 6 with an RFP process specifically for M/WBEs.
- Provided “Residential Rate Comparison” by service area from 2008-2018, the one-year extension in 2018, and the bid results of 2019.

He stated that staff recommends awarding 2019 franchise agreements to the lowest bidders as follows:

SA1 Waste Pro
SA2 Advanced Disposal
SA3 FCC
SA4 FCC
SA6 Florida Cuttings

Commissioner McKinlay questioned if the cut-out area in SA2 which was used to create SA6 resulted in the increase in rates for SA2.

Mr. Archambo confirmed that the cut-out area did have an impact on the increased rates for SA2. The portion of SA2 used to create SA6 was more of a suburban area and more efficient to collect.

Chairman Kerncr requested confirmation from General Counsel that selection and award of the franchise hauler bids was at the sole discretion of the Board, regardless of staff’s recommendation.

Attorney Falcon confirmed.

Kyle Watson Legal Counsel for FCC
- Supports staff’s recommendation to deny any request for Best and Final Offer.
- Bidders had an opportunity to provide their lowest bid, and there was no applicability into the Best and Final Offer process in Section 6.5. If it were applied, WMI of Florida is a subsidiary of WMI located in Houston, Texas; they are a massive, corporate conglomerate; and they are not within five-percent of FCC’s residential unit’s bid.

Directed to Mr. Pellowitz, Vice Mayor Kerncr questioned if, in his experience, there was ever a situation where companies participating in an Invitation to Bid have seen bids from their competitors and then moved forward with a Best and Final Offer opportunity.

Mr. Pellowitz stated that, to his knowledge, the Authority has never done such. Negotiating prices or allowing competitors to change their prices after the bids have been exposed is not an accepted procurement practice in public procurement.

Daniel Espino The Goode Companies, Inc., Legal Representative
- Inconsistent application of policy and procedure has led to an unjust situation.
- Financials: Florida Cuttings did not provide adequate financial information and should have been deemed nonresponsive. They used Aquarius’ financial information as their own; and they did not file a waiver for the financial information.
- The Goode Companies provided financial records as was deemed responsive.
- Florida Cuttings is not owned or managed by a minority or woman, per their own admission. The involvement of a minority or woman-owned company is incidental.
Service Area 6 was created to further the Authority's economic inclusion policy by involving S/M/WBEs.

Florida Cuttings is getting a financial advantage over the MWBEs who submitted RFPs.

Requested the Board direct staff to negotiate with Goode Companies, who would have been ranked number one if Florida Cuttings had been deemed non-responsive. Goode Companies was responsive, is minority-owned, and prepared to provide services to the County.

Commissioner Valeche requested Mr. Pellowitz explain how it was determined that Florida Cuttings was a woman-owned company.

Mr. Pellowitz stated that staff confirmed with certifying agencies that Florida Cuttings was a certified WBE. The Authority accepts the certification and does not put itself in the shoes of a certifying agency to determine if a company is or is not legitimate. If such a time arises that a certifying agency comes forward and determines that a company is not certified, the Authority would take action at that time.

Commissioner Valeche requested Mr. Pellowitz confirm that the level of financial disclosure that Florida Cuttings provided was not the same as the other companies, but there was a fallback position of financials that they did provide which was adequate for the ITB purposes.

Mr. Pellowitz confirmed and read aloud the provision required in the RFP as it related to financials. He summarized by saying that a company with less than three years of experience must provide financial statements for the years it has. Florida Cuttings provided a financial statement for eight months of the most recent time period. To the Authority's knowledge and review of documents, it met the minimum requirements of submittal. Staff disputed the assertion that Florida Cuttings did not comply with the financial requirements. Financial requirements was a pass/fail, not a score, and the requirement was to meet the minimum standard.

Mayor Bernard questioned if Florida Cuttings provided financial information for a different company, how long it has been in operation, and who had operated it since inception.

Mr. Pellowitz stated that Florida Cuttings provided documentation for Aquarius Development, a company that Mr. Vitiello owned previously and sold to Coastal Recycling in 2018. Florida Cuttings, to his knowledge, has been in existence for a long time, but operated under Steve Vitiello as Aquarius until mid-2018. Following that, Florida Cuttings, as it currently exists, was constituted and in operation. He was unaware of who was operating Florida Cuttings.

In response to Mayor Bernard, Mr. Steve Vitiello stated that his mother, Camille Vitiello, has owned and operated Florida Cuttings since 2006 and has been a WBE for two out of the four haulers for the past five years.

Mayor Bernard stated that according to Sunbiz, Florida Cuttings did not file any annual reports with the State of Florida from 2006-2009. In 2009, the corporation was amended to Isabella Vitiello and Steve Vitiello.

Vice Mayor Kerner stated that he would extend a wide leash during the proceedings to make sure that every Board member had an opportunity to find every fact that they needed. He informed, with General Counsel's concurrence, that speakers are not compelled or required by law to respond to questions.

Mayor Bernard questioned who was in charge of Florida Cuttings in 2011.
Mr. Vitiello stated that the corporation has been family-owned since 1965. Since 2006, it has been a WBE.

Mayor Bernard stated that, according to Sunbiz, in April 2012, the corporation was filed under Isabella Vitiello; in 2013, the president changed to Camille Vitiello; in 2014-2017, Steve Vitiello was the only one that was in the corporation. Ms. Vitiello was not listed as the owner from 2014-2017.

Vice Mayor Kerner questioned, and General Counsel concurred, that paperwork filed with Sunbiz is not dispositive regarding a company’s ownership.

Mr. Vitiello informed that prior to the bid, there was a fifty-one percent transfer of ownership from Camille Vitiello to his fiancé Morgan Greenwood Neely.

Mayor Bernard questioned why Florida Cuttings did not provide financials for the past three years if they have been in business since 1965.

Mr. Vitiello stated that Florida Cuttings had not earned any revenue prior to its other company being sold. After that sale, Florida Cuttings began using its grapple trucks to provide service to Waste Pro, Advanced Services, and Republic as a WBE. Florida Cuttings’ revenue for the past three years was filed in Aquarius Development’s tax returns.

Mayor Bernard continued to say that, according to Sunbiz, Camille Vitiello was listed as the owner for 2013 and 2018.

Vice Mayor Kerner cautioned putting too much reliance on what Sunbiz says, since it has nothing to do with the actual ownership interest that exists within that LLC, corporation, or whatever the legal entity is, but rather reflects the officers who can be served in lieu of the registered agent.

Mayor Bernard requested to see the stock transfer from Ms. Vitiello to Ms. Neely.

Mr. Vitiello clarified that the fifty-one percent transfer of ownership was done prior to the bid being submitted.

In response to Mayor Bernard, Attorney Espino stated that Florida Cuttings represented that it obtained a certification from the State. Goode’s contention was that a lot of things were changing prior to the bid being submitted, some of which were effectuated after the bid was submitted. Florida Cuttings’ documentation, submitted in response to Richard’s Disposal’s protest, states that Camille Vitiello is a silent managing partner and financial shareholder who no longer manages the day-to-day operations of the firm; and, Morgan Greenwood Neely operates as a CEO but will not provide services in the RFP.

Vice Mayor Kerner questioned if there was anything that has been produced that gave Authority staff pause on prior decisions made.

Mr. Pellowitz reiterated that staff did not view it within their authority to question the legitimate actions of another entity in granting certifications. Staff had no evidence at this time to indicate who would actually be performing what role under the contract when it is initiated on October 1, 2019. Florida Cuttings satisfied the financial requirements. The Board is within its rights to do its own evaluation and award the contract to whomever it wants. There is a protest procedure for the RFP award because it can get out of control when there is not an organized process. He expressed concern that the Board make its decision based upon its own evaluation and not accusations that cannot be substantiated at this time. He continued to say that his analysis was that Florida Cuttings satisfied the RFP requirements with regard to financials; they provided a valid certification from a certifying agency; and if at any point in
time that information changed or it was determined that it was no longer qualified, the Authority would be obliged to take action at that time.

He continued to say that the Board had the right to weigh the issues, review the RFPs, disagree with staff’s ranking and recommend a different company, or direct staff to negotiate.

Commissioner McKinlay stated that she thought it suspicious that, according to a Sunbiz report, there was a change in officers from Mr. Vitiello being president to Camille Vitiello on December 7, 2017, sixteen days after the Authority Chair announced its desire to implement an M/WBE program. Also, according to Palm Beach County’s Property Appraiser’s site, the property address listed for Florida Cuttings was 6759 Wallis Road and owned by Coastal Waste and Recycling. The principal in that business is Brandon Pantano, and the person operating that business is Steven Vitiello, doing business as Aquarius Recycling.

Commissioner McKinlay questioned what the relationship was between Ms. Morgan Neely and Mr. Vitiello.

Mr. Vitiello responded that Ms. Morgan was a family member, and then clarified that she was his fiancé.

Through the Chair, Commissioner McKinlay questioned Mayor Bernard if the intent of the M/WBE program was to shift ownership of a company in order to check boxes.

Mayor Bernard responded that his intent was to give women-owned businesses an opportunity to bid on contracts, not a shell corporation owned by a white, male business. He stated that what Florida Cuttings was doing violated everything the Authority Board tried to do to increase opportunities for women-owned businesses in the County.

Mr. Vitiello stated that Camille Vitiello has operated a small, woman-owned company for forty years. The money used to finance Florida Cuttings was Camille Vitiello’s.

Commissioner Weiss questioned why the RFP allowed different standards for submitting financial information.

Mr. Pellowitz stated that several aspects of the RFP were relaxed to allow start-up or near start-up companies to be able to compete.

Vice Mayor Kerner added that the standards were lowered because of the public policy decisions the Board made that minority women-owned businesses be able to participate. From an institutional perspective, these businesses have been categorically, in many occasions, not able to establish the requisite records.

In response to Commissioner Weiss, Mr. Pellowitz stated that there were serious penalties in the documents for providing false and/or misleading information, which was the allegation that had been made today.

Mrs. Robbs informed that if the Authority is informed by a certifying agency that a company no longer holds their certification, the Authority would review the contract to determine if, fiscally, it would be a detriment to the Authority so the Authority could proceed with the vendor in completing the contract, or if not a major risk, the Authority could either put it out to bid again or go back and negotiate with one of the other bidders that participated in the process.
Willie Goode  Owner - The Goode Companies, Inc. of Florida
- Familiar with joint-ventures and assisting minority companies.
- Florida Cuttings submitted an $800K Certified Cashier’s Check as part of their bid package, rather than a bid bond.
- Florida Cuttings submitted a bid that amounted to a 100% discount over the current hauler’s bid.
- Florida Cuttings’ experience has been limited to provide grapple service for vegetation.

Joanne Stanley  Republic Services Representative
- Republic Services submitted 20 different M/WBEs as part of their bid and now will no longer have a contract with the Authority after 40 years of service.
- Competitor bids used brokers for natural gas providers rather than local companies. Bid addendum specifically did not allow brokers.
- Bidders who complied with the M/WBE requirements and the intent of the new policy will now no longer be providing service to the SWA.
- Republic Services’ bid was higher than others because they complied with the M/W/SBE program requirements.

In response to Commissioner Valeche, Mr. Pellowitz clarified that brokers did not count toward a bidder’s M/WBE participation. If the Authority determines that a broker was being utilized after service starts, then the Authority would take action and the contractor would be required to replace that percentage with another M/WBE.

Mr. Pellowitz continued to say that Republic Services’ bids were the highest bids in every service area and not competitive by any reasonable standard. He stated that Republic was doing the M/W/SBE program a disservice when it blames its high prices on M/WBE program requirements. In response to using brokers to provide natural gas, the Board determined that this was different because it could not be measured on the same standard as other types of brokers. Natural gas is delivered through a meter that is attached to a building and distributed through pipes.

Bernie Conko  Legal Counsel representing Florida Cuttings
- Goode Companies should have filed a bid protest in January, at the time when Richard’s Disposal withdrew their protest.
- Florida Cuttings was a WBE prior to bid submittal and provided documents for the transfer of its stock which showed two women owning the company.
- There was no reason to withhold the awarding of the contract to Florida Cuttings.

Vice Mayor Kernor stated that today’s public hearing was not an opportunity to re-litigate items that had been adjudicated previously.

Mayor Bernard questioned if it was appropriate for the Board to ask the types of questions that it has since this was an RFP.

In response to Mayor Bernard, Mr. Pellowitz concurred. He further explained that, with this RFP, the Authority’s committee was an evaluation committee, not a selection committee, and the Board awards these contracts. The Board had a right to evaluate the proposals on its own accord and approve an award to whomever it deemed most worthy.

Neil Schiller  Attorney representing WMI of Florida
- Regarding Service Area 4, WMI requested the Board apply the Local Preference Policy and ask for a best and final offer from FCC, Goode, and WMI.
Commissioner Weinroth stated that he preferred to see more evidence that could validate the classification of a minority company beyond Sunbiz and certifications provided.

**MOTION BY MAYOR BERNARD TO AWARD CONTRACT TO WASTE PRO OF FLORIDA, INC., FOR SERVICE AREA 1. SECONDED BY COMMISSIONER WEINROTH FOR DISCUSSION.**

Commissioner McKinlay stated that she would not be supporting any of the franchise hauler contract awards because of the higher rates to her residents, particularly those in the Loxahatchee and Acreage areas. She also stated that she believed the way some of the bids were structured was disingenuous. She suggested throwing all of the bids out and starting over.

Commissioner Valeche stated that there was not sufficient time to start the bid process over and be ready to provide service on October 1 nor was there any guarantee that the bids would be lower. He stated that he questioned Attorney Franklin Lee about gaming the system as it related to SA6, because he was concerned this would be endemic to this kind of process. Currently, Florida Cuttings was certified as a WBE, and he did not think that any agency that further investigates would disagree.

Vice Mayor Kerner stated that time was not well spent trying to dissect the certification decisions.

**MOTION CARRIED WITH A 6-1 VOTE (Commissioner McKinlay voting “NO”).**

**MOTION BY MAYOR BERNARD TO AWARD CONTRACT TO ADVANCED DISPOSAL SERVICES FOR SERVICE AREA 2. SECONDED BY COMMISSIONER WEINROTH AND CARRIED WITH A 6-1 VOTE (Commissioner McKinlay voting “NO”).**

In response to Mayor Bernard, Mr. Pellowitz explained that if the Board wished to entertain a Best and Final Offer, a motion would be required and carried with a majority vote.

Vice Mayor Kerner clarified that there would be a presumption that there would be no Best and Final Offer.

**MOTION BY MAYOR BERNARD TO AWARD CONTRACT TO FCC FOR SERVICE AREA 3. SECONDED BY COMMISSIONER WEINROTH AND CARRIED WITH A 6-1 VOTE (Commissioner McKinlay voting “NO”).**

**MOTION BY MAYOR BERNARD TO AWARD CONTRACT TO FCC FOR SERVICE AREA 4. SECONDED BY COMMISSIONER WEINROTH AND CARRIED WITH A 6-1 VOTE (Commissioner McKinlay voting “NO”).**

**MOTION BY MAYOR BERNARD TO AWARD CONTRACT TO THE GOODE COMPANIES, INC., OF FLORIDA FOR SERVICE AREA 6, AND ALLOW STAFF TO NEGOTIATE WITH THE GOODE COMPANIES OF FLORIDA. SECONDED BY COMMISSIONER MCKINLAY FOR DISCUSSION.**

**[10-MINUTE BREAK]**

[Regarding Item 7.1 Adopting Resolution 2019-02 authorizing the Proposed Advanced Refunding Revenue Bonds, Series 2011, Vice Mayor Kerner read aloud Resolution 2019-02 caption into the record at this time.]
Mayor Bernard stated that his reason for supporting The Goode Companies was because of its close ranking to Florida Cuttings by the Evaluation Committee and the Board’s intent, through its S/M/WBE policy decision, to give opportunities to true M/WBEs. He stated that he did not believe Florida Cuttings was a true women-owned business, but rather a sham operation, and continued to reference documentation from 2006 to 2017.

For the record, Vice Mayor Kerner stated that some of Mayor Bernard’s characterizations of Florida Cuttings were his opinion alone and not the finding of the Board as to any malfeasance or misfeasance going on with their application.

Attorney Falcon stated that the Board had broad discretion in these matters, but he recommended the Board make some findings on the record as to why they are not supporting the Evaluation Committee’s recommendation in the event this matter was litigated.

Commissioner Weinroth stated that he would support a substitute motion to table the award of Service Area 6 until the Board requested and received a report from an impartial fact finder as it related to Florida Cuttings.

Commissioner McKinlay opposed the contract for SA6 due to the increased rates in SA2. She supported the motion because the intent was to develop an M/W/SBE program to build up companies like The Goode Companies. Florida Cuttings had not been in business for very long and appeared to be an off-shoot of Aquarius which was not an M/WBE.

Commissioner Valeche stated that he supported Commissioner McKinlay and Mayor Bernard, but Florida Cuttings followed the process and was the low bidder.

Commissioner Weiss supported the M/W/SBE program and its intent but would be more comfortable obtaining an objective perspective with documentation for review by the Board as it related to certification.

Mayor Bernard stated that he supported moving forward with The Goode Companies because Florida Cuttings was not qualified to do the work.

Vice Mayor Kerner stated that the Board had received and reviewed substantive documents and the Evaluation Committee’s final ranking, had robust discussion about bid protests, and did independent research. He continued to say that Florida Cuttings was properly qualified to receive certification from the State, but he supported Mayor Bernard in his policy decision that Goode Companies would be a better company.

**MOTION CARRIED WITH A 4-3 VOTE (Commissioner Valeche, Commissioner Weinroth, and Commissioner Weiss voting “NO”).**

**MOTION BY MAYOR BERNARD TO ADOPT RESOLUTION 2019-01 RATIFYING AND CONFIRMING THE AWARD OF THE FRANCHISE CONTRACTS. SECONDED BY COMMISSIONER WEINROTH**

Mr. Pellowitz informed that the resolution would be revised to reflect the award of SA6 to The Goode Companies of Florida and not Florida Cuttings.

Vice Mayor Kerner read Resolution 2019-01 caption into the record.

In response to Commissioner McKinlay, Mr. Pellowitz stated that WMI would continue to provide service to Service Area 5 through a cooperative purchase agreement previously approved by the Board.

**MOTION CARRIED WITH A 7-0 VOTE.**
MOTION BY COMMISSIONER WEISS TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE FRANCHISE AGREEMENTS. SECONDED BY MAYOR BERNARD AND CARRIED WITH A 7-0 VOTE.

MOTION BY COMMISSIONER WEISS TO AUTHORIZE EXECUTIVE DIRECTOR TO NEGOTIATE WITH THE GOODE COMPANIES AND BRING THOSE NEGOTIATED RATES BACK TO THE BOARD AS A FINAL CONTRACT. SECONDED BY COMMISSIONER WEINROTH AND CARRIED WITH A 7-0 VOTE.

MOTION BY COMMISSIONER MCKINLAY TO APPROVE STAFF’S RECOMMENDATION [Authorize renewal of Operation Permit AR 0079 CD16 to Coastal Waste & Recycling of Palm Beach County for a Construction and Demolition Debris and Yard Waste Trash Recycling Facility until June 30, 2019.]. SECONDED BY COMMISSIONER BERGER AND CARRIED WITH A 7-0 VOTE.

Commissioner Weinroth: Hauler contract award process was a collaborative process, and he was comfortable that the Board selected the best haulers for their constituents.

Commissioner Weiss: Expressed appreciation to Authority staff, CAC, and fellow Board members for their assistance, guidance, and efforts in the hauler contract awards process. Recognized and thanked staff for their outstanding customer service to residents.

Commissioner Valeche: Important questions were raised about ownership of companies and how this ownership is determined. Expressed concern that companies are gaming the system as it relates to the S/M/WBE program by representing themselves as something they are not. Encouraged continued discussion of this matter since contracts are going to be awarded under this program.

In response to Commissioner Valeche, Vice Mayor Kerner responded by saying that the Authority staff and Board learned a lot as to some of the weaknesses in the system. While the Board’s intent was pure, the process is not. Authority and County staff need to learn what the weak spots are in the process, probably report back to the Board, and have a meaningful, robust policy conversation about the qualification and selection process. Current and future Board members should have the highest level of faith in decisions made based on representations made to them.

Mr. Pellowitz concurred and informed that he would be meeting with the Authority’s EBO Coordinator. He stated that the certifying agencies should meet and agree on best practices for certification. This would allow governmental entities to know that all agencies conducting certifications are certifying companies based on the same standards and that proper investigations are taking place behind the scenes before the certification is issued in order.

Item: 9.F.1

SWMF Operation Permit: Coastal Waste & Recycling

Item: 9.F.2

SWMF Operation Permit: Atlas Peat & Soil Boynton Beach

Item: 10

Comments by the Board
ensure that the companies are fully compliant, and owned and operated by the people that they say they are owned and operated by.

Commissioner Valeche suggested looking into the economic benefit more so than who owns the stock certificate.

Vice Mayor Kerner stressed the importance of pushing the Board’s progressive and equitable M/W/BE policy forward.

Commissioner McKinlay: If staff brings back tweaks on the process, she requested also bringing back the following: clarification on Best and Final Offer and the reference to Section 6 of the Purchasing Manual; how Best and Final Offer gets incorporated; how bids are open and what information gets out on what timeline.

In memory of the seventeen students, teachers, and coaches who lost their lives at Marjorie Stoneman-Douglas last year, she asked everyone to rise for a moment of silence to honor them and all other victims who died from mass shootings in our country.

Informed that her “No” votes were not a reflection of the work done by Authority staff, but rather the rate increases to her constituents. She commended staff for their hard work.

Mayor Bernard:
Expressed appreciation to Mr. Hammond, Mr. Pellowitz, Attorney Falcon, Mr. Dumars, Mrs. Robbs, other Authority staff, and current and former Board members who worked on getting the S/M/WBE program in place. Through actions taken by the Board today, a message was sent that it wants true women-owned businesses to get opportunities and not sham companies.

Vice Mayor Kerner:
As constitutional officers, he stated it was important to recognize that the Board did not let partisan politics impact its process of making public policy decisions. In addition, when the Board makes a policy decision to help women- and/or minority-owned business, it is doing so because it is fair and equitable.

Commended Mr. Pellowitz for his leadership and management of the process and doing so with the best intent.

CONFIRMATION OF MEETINGS:
Wednesday, April 10, 2019 at 9:00AM
Regular Meeting

MEETING ADJOURNED:
11:55 AM

ATTEST:
Vice Mayor Dave Kerner, Chair

Sandra Vassalotti, Clerk to the Authority
MINUTES
SOLID WASTE AUTHORITY BOARD
SOLID WASTE & RECYCLING COLLECTION SERVICE
RFP 19-203/SLB
THE GOODE COMPANIES OF FL, INC.
MARCH 12, 2019
9:00 AM

PRESENT: Vice Mayor Dave Kerner, Chair
Commissioner Robert Weinroth, Vice Chair
Commissioner Gregg Weiss, Secretary
Commissioner Hal Valeche, Member
Commissioner Mary Lou Berger, Member
Commissioner Melissa McKinlay, Member
Mayor Mack Bernard, Member

ABSENT: None

STAFF: Daniel Pellowitz, Executive Director
Sandra Vassalotti, Clerk to the Authority
Paul Dumars, Chief Financial Officer
John Archambo, Director of Customer Service
Howard Falcon, General Counsel

Chairman Kerner called the Special Meeting of the Solid Waste Authority Board to order at 9:00 AM in Palm Beach County Commissioner Chambers located at 301 North Olive Avenue, 6th Floor Commission Chambers, West Palm Beach, FL 33401.


The Clerk verified a quorum was present.

Commissioner Weinroth led the Pledge of Allegiance to the Flag.

For the record, Clerk confirmed proof of publication.

Vice Mayor Kerner reminded the Board that through prior Board action, it chose The Goode Companies and authorized the Executive Director to execute that franchise agreement.

Mr. Pellowitz stated that at the February Board meeting, the Board awarded the Service Area 6 contract to The Goode Companies of Florida, Inc., and directed staff to negotiate with Goode and bring back final pricing. At those negotiations, Goode reduced their rates by $.80/curbside home in Service Area 6. Staff believed the price was fair and at a rate which Goode could be

Item: III
SA6 Franchise Hauler Contract – Negotiated Rates w/ The Goode Companies of FL, Inc.
successful. Staff recommended the Board approve the final pricing with Goode and authorize the Executive Director to execute a contract with Goode.

Vice Mayor Kerner questioned if the prices in the contract that staff requested the Board vote on and ratify are in line with those of other hauler contracts.

Mr. Pellowitz stated that the negotiated rates with Goode are lower than Service Areas 1 and 2 but higher than Service Areas 3 and 4 which are easier areas to service. Staff believed the rates were fair.

MOTION BY COMMISSIONER MCKINLAY TO APPROVE STAFF'S RECOMMENDATION (1) Approve Service Area 6 Negotiated Rates; and 2) Authorize Executive Director to execute the Franchise Agreement with The Goode Companies of FL, Inc.; SECONDED BY MAYOR BERNARD AND CARRIED WITH A 7-0 VOTE.

Meeting Adjourned: 9:07 AM

ATTEST: 

Vice Mayor Dave Kerner, Chair

Sandra J. Vassalotti, Clerk to the Authority

Goode Companies' Negotiated Rates and Contract

MOTION: Approve SA6 Negotiated Rates and Executive Contract
Chair, Dee Sabers, called the Citizens' Advisory Committee meeting to order at 1:30 PM in the Solid Waste Authority's Education Center located at 6751 North Jog Road, West Palm Beach, Florida.

ROLL CALL

Records Manager called the roll and noted a quorum was present.

PLEDGE TO THE FLAG

Mr. Donald Foster led the Pledge of Allegiance to the flag.

Chair, Dee Sabers, acknowledged the passing of former CAC member, Harold Ostrow.

ELECTION OF OFFICERS

Chair opened the floor for nominations.

MOTION BY LORI VINIKOOR TO NOMINATE DEE SABERS AS COMMITTEE CHAIR, SECONDED BY DONALD FOSTER AND CARRIED WITH A 5-0 VOTE (Ms. Laman, Mr. Littles, and Mr. Lasseter absent).

MOTION BY DEE SABERS TO NOMINATE LORI VINIKOOR AS COMMITTEE VICE CHAIR, SECONDED BY DONALD FOSTER AND CARRIED WITH A 5-0 VOTE (Ms. Laman, Mr. Littles, and Mr. Lasseter absent).
CAC MINUTES

MOTION BY ARNIE STRAUS TO ACCEPT THE CAC MINUTES FROM FEBRUARY 6, 2019, AS PRESENTED, SECONDED BY LORI VINIKOOR AND CARRIED WITH A 6-0 VOTE (Ms. Laman and Mr. Littles absent).

CONSENT AGENDA

Item 5.a  Sole Source Procurements Report
Item 5.b  Request for Qualifications for Providing Professional Consulting and General Engineering Services

Item 5.c  Standby Disposal Agreement with Waste Connections of Osceola County, LLC, allowing the Solid Waste Authority to Dispose of Storm Generated Debris at JED Landfill located in St. Cloud

Mr. Eyeington explained for Ms. Sabers that Standby Agreements allow the Authority to dispose of unlimited quantities of emergency debris at predetermined prices following a hurricane should the Authority have insufficient capacity to handle the storm debris. FEMA would offset expenses associated with this action.

Item 5.d  Standby Disposal Agreements allowing the Solid Waste Authority to Dispose of Storm Generated Debris at Okeechobee Landfill (primary facility) and Monarch Landfill (secondary facility)

With regard to the difference in tip fees between the two facilities, Mr. Eyeington explained for Ms. Vinikoor that due to its location in town, Monarch Hill had limited capacity and restrictions on what they could accept, while the Okeechobee Landfill had less restrictions and a lower market price.

Mr. Pellowitz clarified that the Authority was under no obligation to deliver to these facilities. Standby Agreements were used in the event of a massive storm when the Authority did not have the capacity for the garbage. The Authority would have the option to take the debris to one or more of these facilities. He also pointed out that one or more of these facilities may not be available to accept the debris.

Item 5.e  Recovered Materials Processing Facility: Sale of Recovered Materials

Ms. Sabers wondered who paid for the shipping with regard to the sale of recovered materials.

Mr. Pellowitz stated that in this agreement for the purchase of paper recovered from theRecovered Materials Processing Facility, the paper was picked up at the facility.

MOTION BY LORI VINIKOOR SUPPORTING THE CONSENT AGENDA [Receive and file]. SECONDED BY BYRON LASSETER AND CARRIED WITH A 6-0 VOTE (Ms. Laman and Mr. Littles absent).

NEW BUSINESS

Item 9.A.1  Amendment to Citizens' Advisory Committee Rules and Procedures

Mr. Pellowitz pointed out these were minor administrative revisions that were being brought to the Board for approval.

MOTION BY LORI VINIKOOR SUPPORTING STAFF'S RECOMMENDATION [Approve minor administrative revisions to the Citizens' Advisory Committee Rules and Procedures]. SECONDED BY DONALD FOSTER AND CARRIED WITH A 6-0 VOTE (Ms. Laman and Mr. Littles absent).
NEW BUSINESS (continued)

Item 9.A.2  Appointment of At-Large Members to the Citizens' Advisory Committee (CAC)

Mr. Pellowitz noted the following recommendations for appointment of At-Large members to the Citizens’ Advisory Committee.

- Mr. Jeffrey Blank – Resume submitted by Vice Mayor Kernér
- Mr. John Gentile – Resume submitted by Commissioner Weinroth

MOTION BY LORI VINIKOOR SUPPORTING STAFF’S RECOMMENDATION [Appoint Mr. Jeffrey Blank and Mr. John Gentile to the CAC as At-Large members.], SECONDED BY BYRON LASSETTER AND CARRIED WITH A 6-0 VOTE (Ms. Laman and Mr. Littles absent).

Item 9.A.3  Resolution of Appreciation – Barry Haberman

Mr. Pellowitz stated a Resolution of Appreciation for Barry Haberman’s service as a Citizens’ Advisory Committee member for over 14 years was being presented to the Board for adoption. Once adopted, a copy would be presented to Mr. Haberman.

MOTION BY RALPH MOCCIA SUPPORTING STAFF’S RECOMMENDATION [Approve Resolution of Appreciation 2019-03 and authorize Chair to execute on behalf of the Board.], SECONDED BY ARNIE STRAUS AND CARRIED WITH A 6-0 VOTE (Ms. Laman and Mr. Littles absent).

Item 9.A.4 Small Business Advisory Committee (SBAC) Appointments

Mr. Pellowitz explained as a component of the Equal Business Opportunity (EBO) Program adopted last year, a Small Business Advisory Committee was being formed. The committee would be composed of 11 members with each Board member selecting a district representative and the remaining four members being recommended by the EBO office.

District Selections:

- District 2: Junaid Akther
- District 6: Patricia Leonaggio

EBO Office Recommendations for Board Approval:

- Maria Antuna, Hispanic Chamber of Commerce of PBC
- Bruce Lewis, Black Chamber of Commerce of PBC
- Shellie Ransom-Jackson, National Association of Black Women in Construction
- Selena Samios, Women’s Chamber of Commerce of PBC

In response to Mr. Straus’ enquiry regarding the open districts, Mr. Pellowitz stated that commission appointments for those districts have not yet been received.

MOTION BY DONALD FOSTER SUPPORTING STAFF’S RECOMMENDATION [Approve SBAC Appointments.], SECONDED BY RALPH MOCCIA AND CARRIED WITH A 6-0 VOTE (Ms. Laman and Mr. Littles absent).

Item 9.D.1 Florida Cuttings, Inc., Appeal of Franchise Award for Service Area 6

Mr. Archambo said Florida Cuttings, Inc. would be making a 15 minute presentation as part of an appeals process regarding the RFP for Service Area 6 which was for minority small businesses to respond to. Three companies responded and were evaluated. After reviewing all the information, the Board used its discretion to select The Goode Companies to service that area.
NEW BUSINESS (continued)

Ms. Sabers strongly felt that Florida Cuttings was not treated fairly as they seemed to have all the qualifications being sought: small business, woman-owned, certified by the Water Management District, 20 years in existence. She did not understand how the contract went to a much larger company out of Washington. During the appeals process, she hoped that Florida Cuttings would be listened to.

Mr. Pellowitz outlined that this was a Request for Proposals (RFP) with established scoring criteria and not based on price alone. All three companies met the requirements of the RFP and were minority or woman-owned firms. Under an RFP, the Board has the discretion to choose award of the contract. The Goode Companies was awarded the contract, and it has been executed. Under the [Authority’s Special] Act, anyone aggrieved by the decision to award the [franchise] contract is afforded an opportunity to appeal. Florida Cuttings has requested and is being granted 15 minutes before the Board to express its appeal.

Mr. Moccia pointed out that staff really did not give a recommendation for CAC to vote on and by not voting, the CAC would be making a statement.

MOTION BY LORI VINIKOOR SUPPORTING STAFF’S RECOMMENDATION [Hear appeal by Florida Cuttings regarding RFP 19-203/SLB and render a decision.]. MOTION DIES FOR LACK OF A SECOND.

Item 9.D.2 Disposal Assessment Program

Customer Service Operations Manager, Mariana Feldpausch, provided a brief presentation on how funding is obtained to operate Authority facilities.

- Residential Assessment
  - Paid 100% Through Non-Ad Valorem Assessment on Property Tax
- Commercial Assessment
  - Paid 70% Through Assessment; 30% Through Tipping Fees & Other Revenue Sources
- Governmental Assessment
  - Based on Level of Service; Billed In House by Finance

NO CAC ACTION TAKEN.

Item 9.E.1 Renewal of Contract No. 16-602 for Providing Professional Surveying and Mapping

Mr. Kari explained that the Wantman Group was selected in July of 2016 to provide surveying and mapping services. The initial contract was for three years with a three year renewal option. Staff is recommending a three year renewal.

In regard to Ms. Vinikoors’s concern that Wantman did work for the County as well as the Authority, Mr. Kari responded that the services Wantman did for the Authority were purely related to the landfill and transfer stations under a separate scope of work.

Mr. Moccia encouraged CAC members to sit in on an RFP committee.

MOTION BY ARNIE STRAUS SUPPORTING STAFF’S RECOMMENDATION [Authorize Executive Director to execute a renewal with the Wantman Group to provide professional surveying and mapping services subject to legal sufficiency approval by General Counsel]. SECONDED BY LORI VINIKOOR AND CARRIED WITH A 7-0 VOTE (Ms. Laman absent).
NEW BUSINESS (continued)

Item 9.E.2 Interlocal Agreement with Martin County to Accept Passenger Car Tires at the Authority’s Renewable Energy Facilities

Mr. Kari explained this agreement was to accept 375 tons per year of passenger tires at the renewable energy facilities.

Mr. Pellowitz noted that in the past, a lot of the tires generated in Florida went to a facility in Polk County that was no longer there and has created a desire for some to find a more environmentally beneficial way to dispose of tires. This is a very small amount of tires amounting to one or two truckloads a month. It is a beneficial fuel to the Authority due to its high energy value which helps to offset some of the lower energy value fuels while providing a recycling service to Martin County through an Interlocal Agreement. Tipping fees paid are consistent with the fees currently being charged.

In response to Mr. Straus, Mr. Pellowitz explained that Martin County was looking for an environmentally friendly disposal outlet for the tires they received unrelated to any fees charged when consumers purchase tires.

MOTION BY LORI VINIKOOR SUPPORTING STAFF’S RECOMMENDATION [Authorize Executive Director to execute an Interlocal Agreement with Martin County Solid Waste Department to accept passenger car tires at the Authority’s Renewable Energy Facilities subject to legal sufficiency approval by General Counsel]. SECONDED BY ARNIE STRAUS AND CARRIED WITH A 7-0 VOTE (Ms. Laman absent).

Item 9.E.3 Contract for Legal Services with Richard A. Zambo, P.A., providing for Representation and Consultation on Matters Regarding Electrical Generation and Related Activities

Mr. Kari discussed that the electricity generated from the renewable energy facilities was sold to Florida Power & Light through complex contracts requiring many regulations to be followed and tracked. Mr. Zambo assists with those contracts and regulations and any operational impacts.

Mr. Kari confirmed for Ms. Vinikoor that Mr. Zambo’s hourly fee would be $325. His last contract was approved six years ago at $295 an hour. The increase equates to less than two percent per year.

MOTION BY BYRON LASSETER SUPPORTING STAFF’S RECOMMENDATION [Authorize Executive Director to execute an Agreement for Professional Services between Richard A. Zambo, P.A., and the Solid Waste Authority providing for legal services regarding electric utility agreements and regulations relative to the Authority’s power generation and transmission facilities, as detailed therein, subject to legal sufficiency approval by General Counsel]. SECONDED BY LORI VINIKOOR AND CARRIED WITH A 7-0 VOTE (Ms. Laman absent).

DISCUSSION OF OTHER MATTERS

Compliance Status Update – Atlas Peat & Soil Boynton Beach Boulevard

At the request off the CAC, Ms. Mary Beth Morrison, Director of Environmental Services, gave a brief update on the permit renewal for Atlas Peat & Soil.

- Roadway improvements have been accepted by the Fire Inspector.
- Pile heights and distance apart have been accepted by the Fire Inspector.
- Landscape buffer has been planted.
- Working on site plan issues; Extension granted to April 22nd.
- Monthly inspections conducted by Karen Kantor, Special Programs Manager for the Authority

Mr. Pellowitz pointed out to Mr. Straus that this facility was given a permit renewal through June to give them time to come into compliance and this was the update requested by the Committee.

CAC Meeting Minutes Page 5 of 7
COMMENTS BY COMMITTEE MEMBERS

Ralph Moccia: Was sorry to see that the Solid Waste Authority missed the Home Show at the Fairgrounds.

Willie Puz, Director of Public Affairs & Recycling, confirmed that the Solid Waste Authority took part in one of the two Home Shows put on at the South Florida Fairgrounds.

Lori Vinikoor: Asked for an update on Friends of the Solid Waste Authority.

Willie Puz, Director of Public Affairs & Recycling, informed that it was still in legal review.

Robbie Littles: Pointed out that Port St. Lucie recently held a tire disposal drop off day and wondered what Palm Beach County did regarding tire disposal.

Dan Pellowitz stated that the Solid Waste Authority did not currently have a tire amnesty program but that two tires are allowed to be disposed of curbside per year in unincorporated areas. In addition, tires are accepted at drop off sites during the year.

Lithium Ion Batteries

Mr. Pellowitz mentioned a current industry issue involving the disposal of lithium ion rechargeable batteries used in tools, lawn mowers, toys, etc. When damaged, these batteries have a tendency to short and cause fires. Two recent incidents at the Authority’s recycling facility involved these batteries. One actually caused a fire inside a bale of plastic and the other one was smoldering in plastic that was in the process of being baled.

Mr. Pellowitz asked that the CAC encourage people in their communities to not throw lithium ion batteries in the garbage or recycling bins. These batteries really need to be taken to a drop off recycling facility such as the Authority’s Household Chemical Drop Off facilities located at any of the transfer stations or the main facility on Jog Road or dropped in a recycling container located at some of the big box stores.

The Solid Waste Authority now has information out on You Tube and TV and an informational flyer will be developed for use in getting the message out. A link to the video will be forwarded to all CAC members.

CONFIRMATION OF NEXT MEETING: June 5, 2019

MEETING ADJOURNED: 2:19 PM

ATTEST:

Dee Sabers, Chair

Kathleen A. Levas, Records Manager
# ATTENDANCE LIST

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Next scheduled meetings:
- June 5, 2019
- August 21, 2019
- October 2, 2019
- December 4, 2019
MEMORANDUM

TO: Vice Mayor Dave Kerner, Chair
and Solid Waste Authority Board Members

SUBJECT: Sole Source Procurements

RECOMMENDATION: Receive and file

BACKGROUND:

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

BUDGET IMPACT: None

ATTACHMENTS: Sole Source Procurement
10/01/2018 – 12/31/2018

REVIEWS:

Director: [Signature]  Date: Mar. 19, 2019

Director of Contract Compliance: [Signature]  Date: 3-25-2019

Chief Officer: [Signature]  Date:

Chief Financial Officer: [Signature]  Date: 3/22/19

(as required)

Legal Counsel: [Signature]  Date:

(as required)

Executive Director: [Signature]  Date: 3/22/2019
## SOLE SOURCE PROCUREMENTS
### 10/01/18 – 12/31/18

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<td>OEM replacement/repair parts for T-5 TARping systems</td>
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<td>Annual service agreement for BAS inspections - SCTS</td>
<td>5,116*</td>
<td>Authorized service provider and proprietary manufacturer of Trane HVAC equipment</td>
</tr>
<tr>
<td>Trane</td>
<td>HVAC parts, supplies, services and repairs</td>
<td>35,000*</td>
<td>Authorized service provider and proprietary manufacturer of Trane equipment</td>
</tr>
<tr>
<td>Kelly Tractor</td>
<td>Caterpillar OEM repair parts</td>
<td>100,000*</td>
<td>Sole authorized distributor in South Florida</td>
</tr>
<tr>
<td>Trane**</td>
<td>Quarterly service on BAS and Mechanical Systems for Admin. Bldg.</td>
<td>16,412*</td>
<td>Authorized service provider and proprietary manufacturer of Trane equipment</td>
</tr>
<tr>
<td>Trane**</td>
<td>HVAC parts, supplies, services and repairs</td>
<td>8,368</td>
<td>Authorized service provider and proprietary manufacturer of Trane HVAC equipment</td>
</tr>
<tr>
<td>Xylem Water Solutions USA**</td>
<td>OEM repair and replacement components for Flyght leachate pumps</td>
<td>10,000*</td>
<td>Only authorized distributor/warranty repair provider in South Florida</td>
</tr>
<tr>
<td>Superion f.k.a. SunGard Pentamation</td>
<td>Maintenance and support of Pentamation Finance Plus systems</td>
<td>36,813*</td>
<td>Producer and sole provider of proprietary software and support</td>
</tr>
<tr>
<td>QED Environmental</td>
<td>Inspection, calibration and repair of instruments</td>
<td>10,000*</td>
<td>Manufacturer and service agent of QED products</td>
</tr>
<tr>
<td>Kronos, Inc</td>
<td>Support Renewal-equipment, software, and technical support of Workforce timekeeping system – 50 licenses</td>
<td>41,003*</td>
<td>Producer and sole provider of Kronos equipment and support services in Florida</td>
</tr>
<tr>
<td>Kronos</td>
<td>Annual software and equipment support services - time clock system</td>
<td>13,618*</td>
<td>Producer and sole provider of Kronos equipment and support services in Florida</td>
</tr>
</tbody>
</table>

*Estimated usage of annual blanket purchase orders or their change orders

** Local Vendor
# SOLE SOURCE PROCUREMENTS
10/01/18 – 12/31/18

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>DOLLAR AMOUNT</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blackhawk Technology Co.</td>
<td>Blackhawk pneumatic and electric pump parts</td>
<td>15,000*</td>
<td>Only authorized distributor/service provider</td>
</tr>
<tr>
<td>Earth Power Solutions</td>
<td>Maintenance service agreements for plant scale house UPS</td>
<td>4,962*</td>
<td>Producer and sole provider of proprietary software and services.</td>
</tr>
<tr>
<td>Vishay Transducers LTD</td>
<td>Vulcan On-Board Scale systems</td>
<td>50,000*</td>
<td>Manufacturer and sole provider of Vulcan On-Board Scale systems and parts.</td>
</tr>
<tr>
<td>HC Warner Inc.</td>
<td>Graver Filters for the compression skid</td>
<td>10,000*</td>
<td>Exclusive authorized Graver representative in the State of Florida</td>
</tr>
<tr>
<td>Zonar Systems</td>
<td>Renewal of electronic vehicle inspection system for SWA trucks</td>
<td>12,949*</td>
<td>Authorized service provider and proprietary manufacturer of Zonar systems.</td>
</tr>
<tr>
<td>Dobbs Equipment LLC**</td>
<td>OEM services and repairs for John Deere and Hitachi, Construction equipment</td>
<td>40,000*</td>
<td>Only authorized distributor/service provider in South Florida</td>
</tr>
<tr>
<td>Trane**</td>
<td>Quarterly inspection and maintenance of HVAC at SCTS</td>
<td>8,620</td>
<td>Authorized service provider and proprietary manufacturer of Trane equipment</td>
</tr>
<tr>
<td>Siemens Industries</td>
<td>Repair services for Siemens gas analyzers</td>
<td>10,000*</td>
<td>Producer and authorized repair and service provider for Siemens analyzers</td>
</tr>
<tr>
<td>Dobbs Equipment LLC**</td>
<td>OEM services and repairs for John Deere and Hitachi, Construction equipment</td>
<td>350,000*</td>
<td>Only authorized distributor/service provider in South Florida</td>
</tr>
<tr>
<td>Crane Equipment Mfg.</td>
<td>Grizzly crane repair parts and equipment</td>
<td>20,000*</td>
<td>Sole manufacturer and distributor of Grizzly equipment</td>
</tr>
</tbody>
</table>

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

** Local Vendor
## SOLE SOURCE PROCUREMENTS
### 10/01/18 – 12/31/18

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>DOLLAR AMOUNT</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lou Bachrodt Freightliner</td>
<td>Freightliner repair parts</td>
<td>$325,000*</td>
<td>Only authorized dealer for Freightliner parts in South Florida</td>
</tr>
<tr>
<td>Superion, LLC</td>
<td>Conduct discovery and analysis to identify requirements for changes to Finance Plus</td>
<td>7,040</td>
<td>Producer and sole provider of proprietary software and support</td>
</tr>
<tr>
<td>Triatomic Environmental</td>
<td>UV lights and bulbs for air handler systems</td>
<td>6,519</td>
<td>Manufacturer and distributor of Fresh-Aire UV products</td>
</tr>
<tr>
<td>Bespoke Software, Inc.</td>
<td>License, service and support renewal – volunteer data mgmt. system</td>
<td>2,580</td>
<td>Producer and sole provider of proprietary software, maintenance and support</td>
</tr>
</tbody>
</table>

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

TO: Vice Mayor Dave Kerner and Solid Waste Authority Board Members

SUBJECT: Request for Qualifications for Providing Professional Consulting and General Engineering Services

RECOMMENDATION: Receive and file SBE consultant pool to provide General Engineering Services for future projects based on the Board-approved Equal Business Opportunity Policy No. RN-19.

BACKGROUND:

In June 2018, the Board adopted the Economic Inclusion Policy and Procedures, and as a result of that decision, the Equal Business Opportunity (EBO) office was created to administer the program. The Authority has established a pool of qualified Small Business Enterprises (SBEs) to provide General Engineering Services. These services will be used on a routine basis for permitting, engineering, and construction tasks associated with the general operations and maintenance of SWA facilities. This solicitation conformed to the Affirmative Procurement Initiative Race & Gender Neutral (RN) 19 SBE Vendor Rotation.

In December of 2018, the Authority published a Request for Qualifications (RFQ) seeking qualified small and minority firms to provide General Engineering Services for projects that are below the Consultants Competitive Negotiations Act (CCNA) threshold. A selection committee meeting was held on February 6, 2019. As a result of that meeting, the attached list of consultants was deemed to be qualified and ranked based on criteria established in the RFQ. The Authority is in the process of executing contracts with all of these firms. This list of qualified consultants will be used to form a pool, and as new projects arise, these firms will be solicited on a project specific rotating basis with price being the determining factor.
BUDGET IMPACT: None.

ATTACHMENTS: List of Qualified Firms and Selection Committee Ranking

REVIEWS:

Director: [Signature], Date: 3/14/19

Director of Contract Compliance: [Signature], Date: 

Chief Officer: [Signature], Date: 3/14/19

Chief Finance Officer: [Signature], Date: 
(as required)

Legal Counsel: [Signature], Date: 
(as required)

Executive Director: [Signature], Date: 3/22/2019
**RECOMMENDATION OF AWARD**
(Award to all based on Ranking)

February 7, 2019

**FINAL RANKING**

**GENERAL ENGINEERING SERVICES**

**RFQ NO.: 19-601/DL**

<table>
<thead>
<tr>
<th>RANKING</th>
<th>RESPONDENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RADISE INTERNATIONAL, LC</td>
</tr>
<tr>
<td>2</td>
<td>ENGenuity GROUP, INC.</td>
</tr>
<tr>
<td>3</td>
<td>JEFF H. IRAVANI, INC.</td>
</tr>
<tr>
<td>4</td>
<td>SCALAR CONSULTING GROUP, INC.</td>
</tr>
<tr>
<td>5</td>
<td>FLORIDA INTERNATIONAL CONSULTING ENGINEERS DESIGN, INC. (FICE) DESIGN</td>
</tr>
<tr>
<td>6</td>
<td>MOTRE CO., LLC</td>
</tr>
<tr>
<td>7</td>
<td>DOVER ENGINEERING, PLLC</td>
</tr>
</tbody>
</table>

Signature: [Signature]

Diane LeRoy, CPPO, CPPB  
Procurement Manager
March 26, 2019

MEMORANDUM

TO: Vice Mayor Dave Kerner, Chair
   and Solid Waste Authority Board Members

SUBJECT: Standby Disposal Agreement with Waste Connections of Osceola County, LLC, allowing the Solid Waste Authority to Dispose of Storm Generated Debris at JED Landfill located in St. Cloud

RECOMMENDATION: Authorize Executive Director to enter into a Standby Agreement with Waste Connections of Osceola County, LLC, allowing the Authority to dispose of unlimited quantities of storm generated debris at the JED Landfill in St. Cloud at predetermined prices, subject to legal sufficiency approval by General Counsel.

BACKGROUND:

The Solid Waste Authority ("Authority") is the agency responsible for debris removal (unincorporated Palm Beach County) and disposal in the aftermath of a storm event striking Palm Beach County. This Standby Agreement for disposal with Waste Connections allows the Authority the option to dispose of unlimited quantities of storm debris at predetermined prices at their JED Landfill located at St. Cloud, Florida.

The Authority's predictive debris model calculates that a "wet" Category 4 storm hitting Palm Beach County would generate approximately 18-20 million cubic yards of debris. Under the terms of this three-year standby agreement, the Authority would be able to dispose of unlimited quantities of storm debris at predetermined prices. Prices are adjusted annually based on a CPIU index.

Staff requests Board authorization to enter into this agreement with Waste Connections which proactively affords the Authority guaranteed capacity at predetermined pricing for a three-year period.
BUDGET IMPACT: No budget impact unless activated.

ATTACHMENTS: Agreement between the Solid Waste Authority and Waste Connections of Osceola County, LLC

REVIEWS:

Director: __________________________, Date: _______________

Director of Contract Compliance: ____________________________, Date: 3/26/19

Chief Officer: ________________________, Date: 3/26/19

Chief Financial Officer: (as required) ________________________, Date: _______________

Legal Counsel: (as required) ____________________________, Date: 3/27/19

Executive Director: ____________________________, Date: 3/26/2019
AGREEMENT FOR DEBRIS DISPOSAL

AGREEMENT NO_______

THIS AGREEMENT, dated this ________day of ____________ 2019, between the Solid Waste Authority of Palm Beach County, a dependent special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as "AUTHORITY") and Waste Connections of Osceola County, LLC d/b/a JED Landfill (hereinafter referred to as "PROGRESSIVE"), a Delaware Corporation, whose FEIN # is 31-1740193.

WHEREAS, AUTHORITY is the designated provider of debris management support services under the Palm Beach County (PBC) Comprehensive Emergency Management Plan and is responsible for providing collection/debris capacity for storm debris in the event of a natural disaster impacting PBC; and,

WHEREAS, PROGRESSIVE is the owner of a landfill site (JED Landfill) which it will make available to the AUTHORITY for the disposal of debris in the event of such disaster; and,

WHEREAS, the parties wish to enter into this agreement to provide the terms under which JED landfill may be utilized by the AUTHORITY.

NOW, THEREFORE, in consideration of the mutual promises, the parties agree as follows:

1. The AUTHORITY or its agents may dispose of unlimited amounts of solid waste, construction debris and vegetation at the JED Landfill solid waste disposal facility located at 1501 Omni Way, St. Cloud, Florida, in the event of an emergency. Any such disposal shall be subject to the terms and conditions of PROGRESSIVE’S disposal agreement which is attached hereto as Exhibit A and incorporated herein by reference.

2. The AUTHORITY agrees to pay the following per ton tip fees:

   Solid Waste $24.00  Construction Debris $24.00  Vegetation $24.00

   An annual price index adjustment shall be applied to the fee schedule above based upon the Consumer Price Index, all Urban Consumers, and the twelve (12) month period ending February of the subsequent year, on all items not seasonally adjusted, but measured and effective on June 1, 2020 and June 1, 2021.

3. The AUTHORITY shall be permitted to have an employee or agent present at the site during disposal to provide for load verification.

4. This agreement shall commence July 1, 2019, and continue through June 30, 2022.
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 CONSULTANT agree to allocate such liabilities in accordance with this Article 5.

5.2 INDEMNIFICATION
PROGRESSIVE agrees to protect, defend, indemnify and hold harmless the AUTHORITY and its board, employees, agents, contractors and representatives, from any and all claims and liabilities including reasonable attorney’s fees and court costs, including appeals, for which the AUTHORITY, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligent act or omissions of PROGRESSIVE, its employees, or agents, arising out of or connected with this Agreement with PROGRESSIVE. This indemnification and duty to defend specifically excludes any and all claims to the extent attributable to the negligence of the indemnified party. In no event shall either party be liable to the other party for consequential, liquidated, punitive or incidental damages.

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.

6. PUBLIC RECORDS, ACCESS AND AUDITS

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

6.2 DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:

IF PROGRESSIVE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES OR ITS RESPONSIBILITY 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. 4210
RECORDS CUSTODIAN@SWA.ORG

6.3 PROGRESSIVE 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. Upon AUTHORITY'S request, PROGRESSIVE 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.

6.4 Notwithstanding anything herein to the contrary, PROGRESSIVE 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.

6.5 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 PROGRESSIVE that it must provide the records or allow access to the records within a reasonable time. If PROGRESSIVE fails to provide the records to the public agency within a reasonable time it may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) providing 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.

6.6 Therefore, PROGRESSIVE 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 PROGRESSIVE must 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 of the AUTHORITY upon completion or termination of the Agreement; PROGRESSIVE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROGRESSIVE keeps and maintains public records upon completion of the Agreement, PROGRESSIVE 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.

6.7 Failure of PROGRESSIVE to comply with these requirements shall be a material breach of this Contract.
7. 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 PROGRESSIVE, 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.

8. COMMERCIAL NON-DISCRIMINATION POLICY (Section 6.3)

a. Statement of Policy

It is the policy of the Authority not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial customers 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, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the relevant marketplace for Palm Beach County.

b. Policy Implementation

The EBO Office shall implement this policy by periodically conducting outreach and by distributing educational materials to the Authority’s contracting and vendor community and related trade associations to advise such contractors, vendors and prospective respondents of this policy and the procedures to be followed in submitting complaints alleging violations of this policy. In addition, the Executive Director, the Office of the Chief Financial Officer, the Director of Purchasing, and the Office of the General Counsel shall ensure that the following commercial nondiscrimination clause language is set forth in, and incorporated into, all the Authority contracts that result from formal solicitations:

Every contract and subcontract shall contain a nondiscrimination clause that reads as follows:

*As a condition of entering into this agreement, the company represents and warrants that it will comply with the Authority's Commercial Nondiscrimination Policy as described under Section 6.3 of
the Authority’s Purchasing Manual. As part of such compliance, the company 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 in Palm Beach County. 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 or debarment 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."

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
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 WASTE CONNECTIONS OF OCEOLA COUNTY, LLC, has executed this Agreement, all as of the day and year first above written.

ATTEST:

By: ________________________________
   Sandra Vassalotti, Clerk to the Board

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

By: ________________________________
   Dan Pellowitz, Executive Director
   (SEAL)

APPROVE AS TO LEGAL SUFFICIENCY

By: ________________________________
   Howard J. Falcon, III
   General Counsel

APPROVE AS TO TERMS AND CONDITIONS

By: ________________________________
   Mark Eyeington, Chief Operating Officer

ATTEST:

WASTE CONNECTIONS OF OCEOLA COUNTY,
LLC:

Corporate Secretary

By: ________________________________
   Signature

   ________________________________
   Print Name

   ________________________________
   Title
   (SEAL)
NON-HAZARDOUS WASTE DISPOSAL AGREEMENT

Customer Name and Billing Information

Name: Solid Waste Authority of Palm Beach County
Address: 7501 N Jog Road
City: West Palm Beach
State: Florida
Phone: 561-640-4000
Contact: Mark Eyeington

Waste Connections Subsidiary ("Service Provider")

Project: Emergency Debris
County of Origin: West Palm Beach

Additional Information:

1. Waste Service. Subject to the terms and conditions contained herein, Service Provider and Customer agree to be legally bound hereby and Service Provider agrees to accept at its Facility, "Solid Waste" as defined under state law and additional regulations promulgated thereunder, and as further defined and permitted for disposal in any site specific operating permits for the Facility (hereinafter referred to as "Acceptable Waste") delivered by Customer, and which is acceptable to Service Provider as herein provided.

2. Intentionally Omitted.

3. (A) Rates for Disposal:

<table>
<thead>
<tr>
<th>Waste</th>
<th>Disposal Method</th>
<th>Disposal Rate:</th>
<th>Fees / Taxes / Misc.</th>
<th>Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste</td>
<td>Class I Landfilling</td>
<td>$24 per ton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction &amp;</td>
<td>Class I Landfilling</td>
<td>$24 per ton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Additional Information:

Customer shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

County and State of origin of Waste: ________________________________

Cannot exceed daily volume of ________________________________ without prior approval of Service Provider.

(B) Incorporation by Reference. In addition to the Terms and Conditions of Non-Hazardous Waste Disposal Agreement set forth on the reverse side of this document, the following documents are incorporated by reference into this Agreement as if fully set forth herein:

1) N/A
2) N/A

4. Term of Agreement. This Agreement is effective for _______ months commencing on _______ and shall automatically be renewed month-to-month thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

SERVICE PROVIDER AND CUSTOMER, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT.

X CUSTOMER SIGNATURE (AUTHORIZED REPRESENTATIVE) X SERVICE PROVIDER SIGNATURE (AUTHORIZED REPRESENTATIVE)

X CUSTOMER NAME AND TITLE (PLEASE PRINT) X SERVICE PROVIDER NAME AND TITLE (PLEASE PRINT)

X DATE X DATE
5. The Agreement. This Non-Hazardous Waste Disposal Agreement (this "Agreement") for the disposal of waste received at the Service Provider shall apply to this Agreement (if any) and any application, permit and/or approval that may be applicable to such waste.

6. Waste Accepted at Facility. Customer represents, warrants and covenants that the Waste delivered to Service Provider at its Facility hereunder will be Acceptable Waste, and will not contain any radioactive, volatile, corrosive, highly flammable, explosive, biocidal, benzene, dichloro, trichloro, halogenated, volatile or hazardous material as defined by applicable federal, state or local laws or regulations (collectively referred to as "Unacceptable Waste"). Customer shall in all matters relating to the collection, transportation or disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Acceptable Waste.

7. Acceptable Waste. Customer represents, warrants and covenants that the waste delivered to Service Provider hereunder is Acceptable Waste. The parties may incorporate special waste streams as part of this Agreement if prior to delivery of such special waste to Service Provider, Customer has provided an application for such special waste and Service Provider has approved disposal of such special waste. Such limitations and conditions contained in Service Provider's written notice of approval of special waste disposal. Title to any and all Unacceptable Waste, handled or disposed of by Service Provider shall at all times remain with Customer and any agent of Customer (if an agent is involved).

8. Rights of Refusal/Rejection. Customer shall inspect all waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Service Provider has the right to refuse, or so reject after acceptance, load(s) of waste(s) delivered to its Facility including if Service Provider indicates Customer has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of the waste is unacceptable. Service Provider reserves the right in its sole discretion to inspect all vehicles and containers of waste haulers, including Customer's vehicles, in order to determine whether the waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. Service Provider's exercise, or failure to exercise, its rights hereunder shall not operate to relieve Customer of its responsibilities or liabilities under this Agreement. Customer shall be responsible for, and bear all reasonable expenses and damages incurred by Service Provider, and bear all reasonable expenses and damages incurred by the person(s), or capacity constraints, in addition to applicable laws, rules, and regulations. Service Provider reserves the right to immediately terminate access to the Facility by Customer and Customer's personnel in the event of any breach or violation by Customer of any of the terms of this Agreement, Service Provider's operating rules or payment policies or any applicable laws or regulations.

9. Limited License to Enter. This Agreement provides Customer with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste to the Facility, in the manner directed by Service Provider. Except in an emergency, Customer's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Acceptable Waste, Customer's personnel shall promptly leave the Facility. Under no circumstances shall Customer or its personnel engage in any scavenging of waste or other materials at the Facility. Service Provider reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, (i) setting limits on haul roads imposed by the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Customer agrees to conform to such rules and regulations as they may be established and amended from time to time. Service Provider may refuse to accept waste from and/or remove waste from the Facility if in reasonable judgment of Customer's personnel whom Service Provider believes is under the influence of alcohol or other chemical substances Customer shall be solely responsible for its employees and subcontractors performing any obligations in a safe manner when at the Service Provider's Facility.

10. Charges and Payment. Payment shall be made by Customer within thirty (30) days after receipt of invoice from Service Provider. In the event that any amount is overdue, Service Provider may terminate this Agreement. Customer agrees to pay a finance charge equal to the maximum interest rate permitted by law. Customer shall be liable for all costs, fees or expenses imposed in connection with the transfer of the Waste by federal, state, local or provincial laws and regulations. Service Provider, from time to time, may modify its rates upon thirty (30) days written notice to Customer.

11. Termination. Customer's obligations, representations, warranties and covenants regarding the waste delivered and all indemnities shall survive termination of this Agreement. Should Customer default in any of its obligations hereunder, then Service Provider may immediately terminate this Agreement and Customer shall be liable for all costs and damages incurred by Service Provider.

12. Driver's Knowledge and Authority. Customer represents, warrants and covenants that its drivers who deliver Acceptable Waste to Service Provider's Facility have been advised of Service Provider's prohibition on deliveries of hazardous materials or substances, radioactive materials or sources, radioactive waste or substances or hazardous waste or substances, Customer's obligations under this Agreement, and Customer's responsibilities under this Agreement. Customer further represents and warrants that all employees, agents, agents' representatives, or subcontractors of Customer (or any other person having an interest in performing this Agreement) shall be responsible for and must comply with federal, state, local and all applicable laws, rules and regulations concerning the delivery of Acceptable Waste to the Facility, as provided herein, and of the terms of this license to enter Service Provider's Facility.

13. Indemnification. Customer shall indemnify, defend and hold harmless Service Provider and its subsidiaries, affiliates and parent corporations, as applicable, and their respective officers, directors, shareholders, employees and agents, and against any and all claims, losses, damages, injuries, losses, liabilities, assessment, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the waste, or arising out of any connection with, any breach of this Agreement or arising out of the negligence or willful misconduct of Customer or Customer's employees, agents, agents' representatives or subcontractors, whether, with or without fault on the negligent collection, transportation and disposal of Waste by employees, the negligent acts or omissions of Customer's employees, agents, agents' representatives or subcontractors, and shall be responsible for and must comply with federal, state, local and all applicable laws, rules and regulations concerning the delivery of Acceptable Waste to the Facility, as provided herein, and of the terms of this license to enter Service Provider's Facility and shall be responsible for and must comply with federal, state, local and all applicable laws, rules and regulations concerning the delivery of Acceptable Waste to the Facility, as provided herein, and of the terms of this license to enter Service Provider's Facility.

14. Insurance. Customer shall maintain in full force and effect throughout the term of this Agreement the following types of insurance to at least the amounts specified below:

- **Covrsage**
  - Worker's Compensation: Statutory
  - Employer's Liability: $1,000,000 per incident
  - General Liability: $2,000,000 combined single limit
  - Automobile Liability: $2,000,000 combined single limit

- **Minimum Amounts of Insurance**
  - Worker's Compensation: Statutory
  - Employer's Liability: $1,000,000 per incident
  - General Liability: $2,000,000 combined single limit
  - Automobile Liability: $2,000,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Customer becoming an Operating Permittee, Customer shall provide Service Provider with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to Service Provider.
MEMORANDUM

TO: Vice Mayor Dave Kerner, Chair and Solid Waste Authority Board Members

SUBJECT: Standby Disposal Agreements allowing the Solid Waste Authority to Dispose of Storm Generated Debris at Okeechobee Landfill (primary facility) and Monarch Landfill (secondary facility)

RECOMMENDATION: Authorize Executive Director to execute Standby Agreement with Okeechobee Landfill, Inc., a subsidiary of Waste Management, Inc. of Florida, allowing the Authority to dispose of unlimited quantities of storm generated debris at the Okeechobee Landfill at predetermined prices, subject to legal sufficiency approval by General Counsel.

Authorize Executive Director to execute Standby Agreement with Waste Management, Inc. of Florida, to use Monarch Landfill, Pompano, as a secondary facility to dispose of storm generated debris at predetermined prices, subject to legal sufficiency approval by General Counsel.

BACKGROUND:

The Solid Waste Authority ("Authority") is the agency responsible for debris removal (unincorporated Palm Beach County) and disposal in the aftermath of a storm event striking Palm Beach County. The standby agreement with Waste Management, Inc., allows the Authority an option to dispose of unlimited quantities of storm debris at predetermined prices at their Okeechobee Landfill as the primary facility. Monarch Landfill (Pompano) will be designated as the secondary facility if Okeechobee is unavailable.
The Authority's predictive debris model calculates that a "wet" Category 4 storm hitting Palm Beach County would generate approximately 18-20MM cubic yards of debris. Under the terms of this three-year standby agreement, the Authority would be able to dispose of storm debris at predetermined prices. Prices are adjusted annually based on a CPI index.

Staff requests Board authorization to enter into these agreements allowing the use of Okeechobee Landfill as the primary designated facility and Monarch Landfill as the secondary facility. Execution of these agreements proactively affords the Authority alternative off-site landfill capacity in the aftermath of a storm event.

**BUDGET IMPACT:** No budget impact unless activated.

**ATTACHMENTS:** Standby Agreements with Waste Management, Inc. and Okeechobee Landfill, Inc.

**REVIEWS:**

Director: ___________________________  Date: ______________

Director of Contract Compliance: [Signature]  Date: 3-25-19

Chief Officer: _________________________  Date: 3/25/19

Chief Financial Officer: (as required)  Date: ______________

Legal Counsel: (as required)  Date: 3/27/19

Executive Director: ___________________________  Date: 3/25/2019
AGREEMENT FOR DEBRIS DISPOSAL

OKEECHOBEE LANDFILL, INC.

AGREEMENT NO_______

THIS AGREEMENT, dated this ______ day of___________ 2019, between the Solid Waste Authority of Palm Beach County, a dependent special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as "AUTHORITY") and Okeechobee Landfill, Inc. (hereinafter referred to as "OKEECHOBEE"), a Florida Corporation, whose FEIN # is 25-1628636.

WHEREAS, AUTHORITY is the designated provider of debris management support services under the Palm Beach County (PBC) Comprehensive Emergency Management Plan and is responsible for providing collection/debris capacity for storm debris in the event of a natural disaster impacting PBC; and,

WHEREAS, OKEECHOBEE is the owner of a landfill site which it will make available to the AUTHORITY for the disposal of debris in the event of such disaster; and,

WHEREAS, the parties wish to enter into this agreement to provide the terms under which OKEECHOBEE’s landfill may be utilized by the AUTHORITY.

NOW, THEREFORE, in consideration of the mutual promises, the parties agree as follows:

1. The AUTHORITY or its agents may dispose of unlimited amounts of solid waste, construction debris and vegetation at the OKEECHOBEE Solid Waste Disposal Facility located at 10800 N.E. 128th Avenue, Okeechobee, Florida, in the event of an emergency. Waste Management, Inc. of Florida (WMIF) may limit deliveries in its reasonable discretion to address operational concerns, safety issues, and compliance with permits and governmental approvals.

2. The AUTHORITY agrees to pay the following per ton tip fees:

<table>
<thead>
<tr>
<th>Solid Waste</th>
<th>Construction Debris</th>
<th>Vegetation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$39.75</td>
<td>$31.25</td>
<td>$31.25</td>
</tr>
</tbody>
</table>

An annual price index adjustment shall be applied to the fee schedule above based upon the Consumer Price Index, all Urban Consumers, Water, Sewer and Trash, CUUR0000SEHG, and the twelve (12) month period ending February of the subsequent year, on all items not seasonally adjusted, but measured and effective on June 1, 2020 and June 1, 2021.

3. The AUTHORITY shall be permitted to have an employee or agent present at the site during disposal to provide for load verification.

4. OKEECHOBEE may, in its reasonable discretion, direct the Authority to deliver waste material to Monarch Hill Landfill in Pompano Beach, Florida, pursuant to the provisions of that certain agreement between the Authority and Waste Management, Inc., of Florida, of event date herewith.
5. This agreement shall commence July 1, 2019, and continue through June 30, 2022.

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

6.2 INDEMNIFICATION
OKEECHOBEE agrees to protect, defend, indemnify and hold harmless the AUTHORITY and its board, employees, agents, contractors and representatives, from any and all claims and liabilities including reasonable attorney's fees and court costs, including appeals, for which the AUTHORITY, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligent act or omissions of OKEECHOBEE, its employees, or agents, arising out of or connected with this Agreement with OKEECHOBEE. This indemnification and duty to defend specifically excludes any and all claims to the extent attributable to the negligence of the indemnified party. In no event shall either party be liable to the other party for consequential, liquidated, punitive or incidental damages.

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.

7. PUBLIC RECORDS, ACCESS AND AUDITS

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

7.2 DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:

IF OKEECHOBEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES OR ITS RESPONSIBILITY 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. 4210
RECORDS CUSTODIAN@SWA.ORG
7.3 OKEECHOBEE 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. Upon AUTHORITY’S request, OKEECHOBEE 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.

7.4 Notwithstanding anything herein to the contrary, OKEECHOBEE 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.

7.5 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 OKEECHOBEE that it must provide the records or allow access to the records within a reasonable time. If OKEECHOBEE fails to provide the records to the public agency within a reasonable time it may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) providing 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.

7.6 Therefore, OKEECHOBEE 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 OKEECHOBEE must 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 of the AUTHORITY upon completion or termination of the Agreement; OKEECHOBEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OKEECHOBEE keeps and maintains public records upon completion of the Agreement, OKEECHOBEE 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.
7.7 Failure of OKEECHOBEE to comply with these requirements shall be a material breach of this Contract.

8. 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 OKEECHOBEE, 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 interfere or impede 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.

9. COMMERCIAL NON-DISCRIMINATION POLICY (Section 6.3)

a. Statement of Policy

It is the policy of the Authority not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial customers 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, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the relevant marketplace for Palm Beach County.

b. Policy Implementation

The EBO Office shall implement this policy by periodically conducting outreach and by distributing educational materials to the Authority's contracting and vendor community and related trade associations to advise such contractors, vendors and prospective respondents of this policy and the procedures to be followed in submitting complaints alleging violations of this policy. In addition, the Executive Director, the Office of the Chief Financial Officer, the Director of Purchasing, and the Office of the General Counsel shall ensure that the following commercial nondiscrimination clause language is set forth in, and incorporated into, all the Authority contracts that result from formal solicitations:
Every contract and subcontract shall contain a nondiscrimination clause that reads as follows:

"As a condition of entering into this agreement, the company represents and warrants that it will comply with the Authority’s Commercial Nondiscrimination Policy as described under Section 6.3 of the Authority’s Purchasing Manual. As part of such compliance, the company 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 in Palm Beach County. 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 or debarment 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."

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
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 OKEECHOBEE LANDFILL, INC., has executed this Agreement, all as of the day and year first above written.

ATTEST:
By: Sandra Vassalotti, Clerk to the Board

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
By: Dan Pellowitz, Executive Director

(SEAL)

APPROVE AS TO LEGAL SUFFICIENCY
By: Howard J. Falcon, III
General Counsel

APPROVE AS TO TERMS AND CONDITIONS
By: Mark Eyeington, Chief Operating Officer

OKEECHOBEE LANDFILL, INC.:  
By: Signature

Print Name

Title

(SEAL)
AGREEMENT FOR DEBRIS DISPOSAL

MONARCH HILL LANDFILL

AGREEMENT NO________

THIS AGREEMENT, dated this __________ day of __________ 2019, between the Solid Waste Authority of Palm Beach County, a dependent special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as "AUTHORITY") and Waste Management, Inc. of Florida (hereinafter referred to as "WMIF"), a Florida Corporation, whose FEIN # is 59-1094518.

WHEREAS, AUTHORITY is the designated provider of debris management support services under the Palm Beach County (PBC) Comprehensive Emergency Management Plan and is responsible for providing collection/debris capacity for storm debris in the event of a natural disaster impacting PBC; and,

WHEREAS, WMIF is the owner of a landfill site which it will make available to the AUTHORITY for the disposal of debris in the event of such disaster; and,

WHEREAS, the parties wish to enter into this agreement to provide the terms under which WMIF's landfill may be utilized by the AUTHORITY.

NOW, THEREFORE, in consideration of the mutual promises, the parties agree as follows:

1. The AUTHORITY has contemporaneously executed an Agreement for Debris Disposal with Okeechobee Landfill, Inc., for disposal of waste material generated during an emergency event. This Agreement for Debris Disposal is a backup contract for use by the AUTHORITY if Okeechobee Landfill is unavailable to accept waste material from an emergency event and requires the express written consent of WMIF prior to making deliveries at Monarch Hill Landfill located at 3000 Wiles Road, Pompano Beach, Florida. In the event of an emergency and subject to the written consent of WMIF, the AUTHORITY or its agents may dispose of solid waste, construction debris, and vegetation at Monarch Hill Landfill. Further, if consent is granted, WMIF may limit deliveries in its reasonable discretion to address operational concerns, safety issues, and compliance with permits and governmental approvals.

2. The AUTHORITY agrees to pay the following per ton tip fees:

<table>
<thead>
<tr>
<th>Solid Waste</th>
<th>Construction Debris</th>
<th>Vegetation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$62.50</td>
<td>$41.50</td>
<td>$41.50</td>
</tr>
</tbody>
</table>

An annual price index adjustment shall be applied to the fee schedule above based upon the Consumer Price Index, all Urban Consumers, Water, Sewer, and Trash, CUUR0000SEHG and the twelve (12) month period ending February of the subsequent year, on all items not seasonally adjusted, but measured and effective on June 1, 2020 and June 1, 2021.

3. The AUTHORITY shall be permitted to have an employee or agent present at the site during disposal to provide for load verification.
4. WMIF may, in its reasonable discretion, direct the AUTHORITY to deliver waste material to Okeechobee Landfill in Okeechobee, Florida, pursuant to the provisions of that certain agreement between the AUTHORITY and Okeechobee Landfill, Inc., of event date herewith.

5. This agreement shall commence July 1, 2019, and continue through June 30, 2022.

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

   6.2 INDEMNIFICATION
   WMIF agrees to protect, defend, indemnify and hold harmless the AUTHORITY and its board, employees, agents, contractors and representatives, from any and all claims and liabilities including reasonable attorney's fees and court costs, including appeals, for which the AUTHORITY, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligent act or omissions of WMIF, its employees, or agents, arising out of or connected with this Agreement with WMIF. This indemnification and duty to defend specifically excludes any and all claims to the extent attributable to the negligence of the indemnified party. In no event shall either party be liable to the other party for consequential, liquidated, punitive or incidental damages.

   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.

7. PUBLIC RECORDS, ACCESS AND AUDITS

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

   7.2 DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:

   IF WMIF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES OR ITS RESPONSIBILITY 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. 4210
   RECORDS CUSTODIAN@SWA.ORG
7.3 WMIF 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. Upon AUTHORITY’S request, WMIF 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.

7.4 Notwithstanding anything herein to the contrary, WMIF 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.

7.5 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 WMIF that it must provide the records or allow access to the records within a reasonable time. If WMIF fails to provide the records to the public agency within a reasonable time, it may be subject to penalties under Florida Statutes (F.S.) §119.10, and §119.10(2) providing 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.

7.6 Therefore, WMIF 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 WMIF must 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 of the AUTHORITY upon completion or termination of the Agreement; WMIF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If WMIF keeps and maintains public records upon completion of the Agreement, WMIF 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.

7.7 Failure of WMIF to comply with these requirements shall be a material breach of this Contract.
8. 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 WMIF, 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.

9. COMMERCIAL NON-DISCRIMINATION POLICY (Section 6.3)

a. Statement of Policy

It is the policy of the Authority not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial customers 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, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the relevant marketplace for Palm Beach County.

b. Policy Implementation

The EBO Office shall implement this policy by periodically conducting outreach and by distributing educational materials to the Authority's contracting and vendor community and related trade associations to advise such contractors, vendors and prospective respondents of this policy and the procedures to be followed in submitting complaints alleging violations of this policy. In addition, the Executive Director, the Office of the Chief Financial Officer, the Director of Purchasing, and the Office of the General Counsel shall ensure that the following commercial nondiscrimination clause language is set forth in, and incorporated into, all the Authority contracts that result from formal solicitations:

Every contract and subcontract shall contain a nondiscrimination clause that reads as follows:

"As a condition of entering into this agreement, the company represents and warrants that it will comply with the Authority's Commercial Nondiscrimination Policy as described under Section 6.3 of the Authority's Purchasing Manual. As part of such compliance, the company 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 in Palm Beach County. 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 or debarment 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."

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
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 WMIF has executed this Agreement, all as of the day and year first above written.

ATTEST:

By: ________________________________

Sandra Vassalotti, Clerk to the Board

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

By: ________________________________

Dan Pellowitz, Executive Director

(SEAL)

APPROVE AS TO LEGAL SUFFICIENCY

By: ________________________________

Howard J. Falcon, III
General Counsel

APPROVE AS TO TERMS AND CONDITIONS

By: ________________________________

Mark Eyeington, Chief Operating Officer

WASTE MANAGEMENT, INC.:

ATTEST:

By: ________________________________

Signature

______________________________
Print Name

______________________________
Title

(SEAL)
MEMORANDUM

TO: Vice Mayor Dave Kerner, Chair
and Solid Waste Authority Board Members

SUBJECT: Recovered Materials Processing Facility
Sale of Recovered Materials

RECOMMENDATION: Authorize Executive Director to execute an Agreement for the
Supply of Recyclable Materials by and between the Solid Waste
Authority of Palm Beach County and K-C International, LLC
(d/b/a Ekman Recycling) providing for the stable sale of
recovered mixed paper with reduced market pricing risk as
detailed therein subject to legal sufficiency approval by General
Counsel.

BACKGROUND:

The Authority collects approximately 55,000 tons of residential curbside and commercial recycled
fiber (paper/cardboard) materials per year. This material is processed to remove the contamination
and is sorted by three grades including Newspaper (PMX), Cardboard (OCC), and Mixed Paper (MP)
at the Recovered Materials Processing Facility (RMPF). This material is sold based on published
industry commodity pricing. The paper product designated as MP makes up approximately 45% by
weight of the paper products marketed by the Authority. Historically, the vast majority of this material
has been exported to China.

Over the last two years, China has committed to develop its domestic supply of recycled paper and
has reduced the amount of material it imports and has also set unprecedented quality standards
reducing the level of allowable contamination by over 60% of the current industry standards. Effective
January 2018, China has prohibited the import of all MP. With the loss of this outlet, the supply of
mixed paper far exceeds the market demand.

Staff has been working to develop domestic and other export (non-China) markets. As a dual stream
system, our MP is produced at a consistently high quality that is preferred by all buyers. As the supply
of MP continues to exceed the current market demand, the pricing is expected to remain uncertain.
Some regional markets have dropped to near zero value.

Based on Board approval in April 2018, we have been able to ship the recovered materials to K-C
International, LLC, a material broker with extensive contacts in the domestic and export paper mills.
The attached agreement provides for the purchase of the majority of MP produced by the RMPF.
The agreement provides that the purchase price for each ton of MP supplied shall be the market...
price (high yellow sheet) for the Southeast Region as quoted in the first monthly issue of the Official Board Markets ("OBM") monthly publication for item "Mixed Paper (MP #54)" minus five dollars (-$5.00) for the term, or any subsequent period, of the agreement. The purchase price will be adjusted monthly based on the amount quoted in the first issue of the OBM publication each month. Floor price (minimum) will be $20.00 per ton. Ceiling price (maximum) will be $55.00 per ton.

Staff recommends that the Board authorize the Executive Director to execute the agreement between the Solid Waste Authority of Palm Beach County and K-C International, LLC, providing for the purchase of MP produced at the Authority's RMPF as detailed therein for a period of one year from the effective date of the agreement subject to legal sufficiency approval by General Counsel. The Agreement may be extended for two additional one-year terms upon mutual agreement.

BUDGET IMPACT: Based upon the currently estimated quantity of MP to be produced, and assuming that the market will continue to be depressed and the floor price of $20 per ton will be in effect for the balance of the fiscal year, the estimated revenue for mixed paper is approximately $6,200 above the budgeted revenue of $425,372 for FY19.

ATTACHMENTS: Agreement for the Supply of Recyclable Materials by and between the Solid Waste Authority of Palm Beach County and K-C International, LLC (d/b/a Eckman Recycling)

REVIEWS:

Director: ___________________________, Date: __3/27/19__

Director of Contract Compliance: _________________, Date: __3-27-19__

Chief Officer: _________________, Date: __3-27-19__

Chief Finance Officer: (as required) ___________________________, Date: _________________

Legal Counsel: (as required) ___________________________, Date: __3/27/19__

Executive Director: ___________________________, Date: __5-27-219__
AGREEMENT FOR THE
SUPPLY OF RECYCLABLE MATERIALS

THIS AGREEMENT FOR THE SUPPLY OF RECYCLABLE MATERIALS ("Agreement") is made and entered into as of the first day of May, 2019 ("Effective Date"), by and between the Solid Waste Authority of Palm Beach County, a special district created by Chapter 2001-331, Laws of Florida, as amended, with its principal place of business at 7501 North Jog Road, West Palm Beach, FL 33412 (hereinafter "Supplier"); and K-C International, LLC (d/b/a Ekman Recycling), a New Jersey Corporation with its office located at 1800 Route 34, Building 4, Suite 401, Wall, New Jersey 07719 (hereinafter "Procuer"). Supplier and Procurer are collectively referred to herein as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, Supplier will supply, and Procurer, together with its affiliates, will procure certain mixed paper (generally defined as regular mixed paper and consistent with what is currently being supplied to Procurer) generated or produced by Supplier (hereinafter “Recyclable Materials”), all upon the terms and conditions hereinafter set out;

WHEREAS, in addition to the foregoing, the Parties have agreed to the other terms, conditions, rights and obligations set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall be for a period of one (1) year from the Effective Date ("Initial Term"). Upon expiration of the Initial Term, this Agreement may thereafter be renewed by mutual agreement of the Parties for two (2) additional successive periods of one (1) year each (each a "Renewal Term"). Either Party may give written notice of intent to renew to the other Party at least ninety (90) days prior to expiration of the Initial Term or ninety (90) days prior to expiration of a Renewal Term. Collectively, the Initial Term and each Renewal Term is referred to hereunder as the "Term".

2. Recyclable Materials. Supplier will supply to Procurer, and Procurer will acquire from Supplier, Supplier’s entire output of the Recyclable Materials at the prices listed on Attachment A of this Agreement ("Pricing for Recyclable Materials") from the pickup location listed on Attachment A under the terms and conditions of this Agreement.

(a) Supplier agrees that all Recyclable Materials shall be in high density bales and shall meet the specifications of that material as listed in the ISRI Standards hereby attached. Unless otherwise agreed, Supplier shall bale all Recyclable Materials separately, and not co-mingled.

(b) Supplier agrees to monitor contents of the Recyclable Materials and agrees to take reasonably adequate steps to ensure that the materials collected do not contain any of the following: any hazardous materials, wastes, or substances; fungicides, herbicides, rodenticides, or containers contaminated with such materials; chemical bags or containers that may have held or retained objectionable chemicals including, but not limited to, compounds of heavy metals of antimony, arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc; toxic carcinogenic and potentially carcinogenic materials such as dyes, formaldehyde, PCBs, or phenolic based resins, pigments, etc.; wastes

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Procurer Initials:

Supplier Initials:
or pollutants; contaminants’ pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively “Excluded Wastes”), each as defined in applicable federal, state, or local laws or regulations. If Excluded Wastes are present in Recyclable Materials,

(i) Procurer shall have the right to reject and return such load to the Supplier, and Supplier shall be responsible for the lawful disposition of such Excluded Wastes and for the reimbursement to Procurer of all reasonable costs incurred in connection with the return of such Excluded Wastes to the Supplier. The Parties expressly understand that title to any Excluded Wastes shall at no time pass to Procurer and that any such Excluded Wastes shall remain the responsibility and liability of Supplier.

(ii) Supplier agrees to allow Procurer to discount, downgrade, or reject materials due to excess contamination or moisture content, in which event Supplier shall be responsible for all reasonable costs and alternative disposal arrangements in respect of the rejected portion of such material. Procurer may also terminate this Agreement at its discretion if it determines that contamination is a consistent problem. Prohibitives not to exceed 2% by weight. Moisture in excess of 12% will be subject to discounts/downgrades which shall be limited to a weight adjustment equivalent to the excess moisture. Moisture in excess of 30% could be cause for rejection.

3. **Pricing.** The purchase price(s) to be paid to the Supplier for the Recyclable Materials are described in Attachment A to this Agreement (“Pricing for Recyclable Materials”). Shipments shall be weighed at the time of pick-up at the Supplier’s 45th Street facility in accordance with standard industry practices. Supplier shall issue invoices reflecting the total weight shipped during the calendar month. Procurer shall pay invoices within thirty (30) days of receipt.

4. **Tonnage Requirements & Transportation.** All tonnage procured under the terms of this Agreement must be baled in a manner satisfactory to the Procurer. The Supplier shall provide the Procurer seventy-two (72) hour notice for pickup. Supplier agrees that all Recyclable Materials shall be in high density bales and shall meet the specifications of that material set forth herein. Paper grades must meet current ISRI specifications as provided with this Agreement. Load minimums must be 40,000 lbs. (the “Minimum Load”) unless otherwise agreed upon in writing. In the event the Minimum Load standard is not satisfied, Supplier shall provide a credit to Procurer calculated as follows: \[(40,000 \text{ lbs. delivered})/2000 \times (\text{Actual Freight Cost}/200) = \text{Credit Amount}\]

5. **Force Majeure.** In the event Procurer shall be prevented from receiving and using any Recyclable Materials, or, in the event that Supplier shall be prevented from producing any Recyclable Materials, due to governmental or administrative prohibitions, legislative acts or regulations, labor difficulties, acts of God, acts of public enemy, riot, accidents, breakdown of equipment, weather conditions, or other causes beyond the control of Procurer or Supplier, as the case may be, the Party so prevented shall, upon written notice to the other Party, be thereafter released from its obligations hereunder so long as such causes continue. If such conditions continue for more than ninety (90) days, or if Procurer’s customer ceases to operate its paper mill in Atlanta, GA, Procurer may terminate this Agreement, upon providing Supplier seven (7) days prior written notice.

6. **Notices.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by certified or registered mail, postage prepaid, email (to the addresses provided below), return receipt requested, or delivered via nationally recognized delivery service to the persons indicated below or to such other persons or addresses as may from time to time be designated in writing.

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If to Procurer, to:
Ekman Recycling
1800 Route 34
Bldg. 4, Suite 401
Wall, New Jersey 07719
Attention: Office of the President
Email: neil.copper@ekmangroup.com

If to Supplier, to:
Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, FL 33412
Attention: Executive Director
Email: dpellowitz@swa.org

7. **Entire Agreement; Modification.** This Agreement, together with all exhibits and addenda hereto, constitutes the entire agreement between the Parties hereto with regard to the subject matters described herein, and there are no other agreements or understandings between the Parties with regard to such matters. This Agreement supersedes any previous understandings or agreements of the Parties (whether written or oral) with respect to the subject matters described herein. This Agreement may not be altered, modified, changed, or added to in any manner whatsoever except through a written agreement signed by an authorized officer of each Party and in the case of Procurer, all such modifications must be executed by the then current Chief Financial Officer of Procurer.

8. **Dispute Resolution.** Any claim or dispute arising from, or relating to, this Agreement will be resolved only by the sequential methods outlined in this Section 8, except that a Party may, at any time, seek equitable relief from the court(s) designated in Section 9 hereof to prevent immediate or irreparable harm to it. The 1980 United Nations Convention on Contracts for the International Sales of Goods will not govern this Agreement. All negotiations will be conducted in English, and all documents, including this Agreement, will be written in English. The Parties will first attempt to resolve any dispute by meeting at mutually agreed time(s) and location(s) to resolve in good faith any claim or dispute after a Party’s written negotiation request. If the matter is not resolved within forty-five (45) days after that request, then, on a Party’s written request, they will enter into non-binding mediation to be conducted at mutually agreed time(s) and location(s), using a neutral mediator having experience with the applicable industry. Each Party will bear its own costs in any and all dispute resolution forums. All negotiations are confidential and will be treated as settlement negotiations.

9. **Governing Law.** The laws of the State of Florida shall govern the construction and validity of this Agreement, and the rights and duties of the Parties arising out of this Agreement, without regard to principles of Conflicts of Law which would require the application of the laws of another jurisdiction. Any dispute not resolved pursuant to Section 8 above that is related to, arising out of, or connected with this matter shall be filed and maintained only in a State Court of competent jurisdiction located in Palm Beach County, Florida.

10. **Independent Contractor.** The Parties are independent contractors hereunder and will not act as agents for, or employees of, one another, and nothing contained herein will create a partnership or joint venture between the Parties.
11. **Severability.** If any provision of this Agreement or any portion thereof shall be found or held to be unenforceable or invalid, such provision or portion thereof shall be deemed deleted from the Agreement and the remaining provisions of the Agreement shall remain in effect to the extent that approach is consistent with the intention and primary commercial purpose of the Parties in making this Agreement, or, alternatively, such illegal or invalid provision shall be modified or replaced by the written agreement of the Parties in a manner that makes it legal and valid.

12. **Section Headings.** All section headings in this Agreement are inserted herein for convenience only and shall not affect any construction or interpretation of this Agreement.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall take effect as an original, and all of which shall evidence one and the same Agreement.

14. **Waiver.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

REMAINDER OF PAGE INTENTIONALLY BLANK
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective authorized representatives as of the date first above written.

Signed and delivered in the presence of:

WITNESSES:


APPROVE AS TO LEGAL SUFFICIENCY

By: Howard J. Falcon, III  
   General Counsel

APPROVE AS TO TERMS AND CONDITIONS

By: ____________________________
   Signature
   ____________________________
   Print Name
   ____________________________
   Title

WITNESSES:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

K-C INTERNATIONAL, LLC:

By: ____________________________
   Signature
   ____________________________
   Print Name
   ____________________________
   Title

(SEAL)

Approved by Authority Board on April 10, 2019, Item 5.E.

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Procuer Initials: 
Supplier Initials:
PRICING FOR RECYCLABLE MATERIALS

1. **Pricing.** The purchase price to the Supplier for each ton of Recyclable Materials supplied under this Agreement ("Purchase Price") shall be minus five dollars ($5.00) of the market price (high yellow sheet) for the Southeast Region as quoted in the first monthly issue of the Official Board Markets ("OBM") monthly publication for item **Mixed Paper (MP #54)** for the term, or any subsequent period, of this Agreement. The Purchase Price will be adjusted monthly based on the amount quoted in the first issue of the OBM publication each month. Floor price will be $20.00 per ton. Ceiling price will be $55.00 per ton.

   (a) In the event that the OBM’s publication changes pricing policy, or ceases to publish, both Parties shall mutually agree on an alternative pricing formula in writing as an amendment to this Agreement.

   (b) Any taxes or fees imposed by any governmental unit shall be added to the charges by Procuer.

   (c) Pickup location of material is:

      a. Solid Waste Authority of Palm Beach County, 5860 45th Street, West Palm Beach, Florida, 32804, during normal business hours (7AM–3PM EST), Monday through Friday, excluding Christmas and Thanksgiving;

      b. Shipments shall be made F.O.B. Supplier’s 45th Street facility. All material shall be considered delivered when shipped from Supplier’s 45th Street facility.

   (d) Supplier will sell Procuer total output of Recyclable Materials from pickup location. Expected tonnage to be approximately 1,400 tons per month, subject to seasonal volume fluctuations. Procuer agrees to arrange to provide Supplier with up to four (4) staged trailers, as necessary, for the purpose of delivering monthly orders. Procuer shall be solely responsible to promptly replace said trailers upon shipment and make the appropriate number of trailers available so that shipment schedules can be accomplished.

   (e) Supplier agrees to notify Procuer if pickup location operations deviate from running a dual stream program. If pickup location operations implement single stream collection and/or processing, Procuer has the right, at its sole discretion, to terminate this Agreement.
MEMORANDUM

TO: Vice Mayor Dave Kerner, Chair
and Solid Waste Authority Board Members

SUBJECT: Amendments to Citizens' Advisory Committee Rules and Procedures

RECOMMENDATION: Approve minor administrative revisions to the Citizens' Advisory Committee Rules and Procedures.

BACKGROUND:

As the Board is aware, the purpose of the Citizen's Advisory Committee (CAC) is to act in an advisory capacity to the Solid Waste Authority. The Committee is governed by a set of rules and procedures which are approved by the Governing Board.

The CAC Rules and Procedures were last updated in January of 2012. Attached revisions are include and reflect minor administrative changes to Rules 3 and 9 and the signature page.

BUDGET IMPACT: None.

ATTACHMENTS: Rules and Procedures – Edits Highlighted
Rules and Procedures – Final Version for Approval

REVIEWS:

Director: ____________________________, Date: ________________

Director of Contract Compliance: ____________________________, Date: ________________

Chief Officer: ____________________________, Date: ________________

Chief Finance Officer: (as required) ____________________________, Date: ________________

Legal Counsel: (as required) ____________________________, Date: ________________

Executive Director: ____________________________, Date: ________________

7501 North Jog Road, West Palm Beach, Florida 33412 (561) 640-4000 FAX (561) 640-7400
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
CITIZENS’ ADVISORY COMMITTEE

RULES AND PROCEDURES

It is the purpose of the Citizens’ Advisory Committee to act in an advisory capacity to the Solid Waste Authority. In this capacity, the Committee shall review, comment, and/or make recommendations to the Authority on matters of administration, planning for and operation of facilities as they pertain to the legislative responsibilities of the Authority in its enabling legislation.

The following shall be the rules of governance of said committee:

**Rule 1:** MEMBERSHIP. The Committee shall be composed of not more than eleven (11) members. Each Board member shall make one appointment from his/her district with the four additional being appointed at-large by approval of the Governing Board. The Authority shall appoint the members of this Committee in February of each year or as needed to fill vacant positions on the Committee.

**Rule 2:** REMOVAL OF COMMITTEE MEMBERS. Attendance of Committee members at scheduled meetings is mandatory. A Committee member shall be subject to review by the Committee for removal after two absences from regular meetings within a twelve month period. The Committee shall review the circumstances and render a determination on whether or not to remove the member. If the member is removed, the Committee must notify the member in writing of his/her removal and the Committee must notify the Board of the vacancy.

**Rule 3:** REGULAR MEETING. The Committee shall meet on the first Wednesday in February, April, June, October, and December, and the third Wednesday in August in offices of the Authority at 1:30 PM except when such date is observed by the Authority as a legal holiday.

**Rule 4:** SPECIAL MEETINGS. Special Meetings may be called by the Executive Director after consultation with the Committee Chair. Such meetings shall be held in offices of the Authority upon written or telephone notice at least forty-eight (48) hours prior to the meetings.

**Rule 5:** SUSPENSION OF MEETINGS. The Executive Director shall suspend regular Committee meetings whenever a quorum cannot be present or in cases when there is not sufficient topic matter to warrant a meeting. Suspension action can only be done after conferring with and obtaining approval from the Committee Chair.
Rule 6: **AGENDA.** The Executive Director of the Authority shall prepare an agenda for all regular and special meetings. Each member of the Committee shall be provided with a copy of the agenda as far in advance of the meeting as time will permit. This agenda shall become, once approved, a permanent part of the record of each meeting.

Rule 7: **OFFICERS.** The officers of the Committee shall be as follows: Chair and Vice Chair. These shall be elected by nomination and majority vote of the Committee at the regular meeting in APRIL of each year, and shall serve no more than two consecutive terms. Should any officer be unable to remain a member of the Committee for his or her entire term, a replacement shall be elected, by nomination and majority vote of the Committee at the first meeting of the Committee following notice to the Committee of the officer's inability to continue.

Rule 8: **PRESIDING OFFICER.** The Chair shall preside at all meetings, if present, and in the absence of the Chair, the Vice Chair shall preside. If neither the Chair nor the Vice Chair is present, then the members present shall appoint by majority vote a temporary Chair to preside at such meeting.

Rule 9: **ORDER OF BUSINESS.** The following order shall be observed in the transaction of business, but such order may be varied by unanimous consent of all Committee members present.

1. Call to Order and Roll Call.
2. Approval and/or Correction of CAC Minutes.
3. Discussion of SWA Board Agenda Items/Matters.
4. Comments by the Committee Members.
6. Confirmation of Next Meeting.
7. Adjournment.

Rule 10: **MAJORITY GOVERN, TIE VOTE.** On all matters coming before the Committee, unless otherwise provided, a majority shall govern. If there is a tie vote upon any question, the question shall be lost.

Rule 11: **GETTING THE FLOOR.** No member shall make any remarks without first addressing and being recognized by the presiding officer.

Rule 12: **DECISIONS BY PRESIDING OFFICER.** The presiding officer shall decide all questions of order, but any member shall have the right to appeal a decision to the Committee.
Rule 13: **VOTING: SILENCE CONSTITUTES AFFIRMATIVE VOTE.** Upon request of two
committee members, the Clerk to the Authority shall call the roll and record the
vote of each member. Unless a member states that he or she is not voting, his or
her silence shall be recorded as an "aye" vote.

Rule 14: **PARTICIPATION IN MEETING BY ADMINISTRATIVE OFFICERS.**

(A) The Executive Director of the Authority may take part in the discussions of
the Committee and may recommend to the Committee such measures as
he may deem necessary for the welfare and the efficient administration of
the affairs of the Solid Waste Authority. However, it is recognized that the
Executive Director of the Authority shall base his discussions and
recommendations upon his knowledge and experience of the subject matter.

(B) OTHER STAFF: No other employee or staff consultant shall enter into any
discussions of the Committee except to answer questions, to the extent of
that person's expertise, requested by the Committee.

Rule 15: **COMMENTS BY PUBLIC.** Any person desiring to address the Committee shall
first secure the permission of the presiding officer. Written communications from
taxpayers or residents of the district over which the Authority exercises its
jurisdiction may also be received in regard to matters as they are under
discussion. However, unsigned communications shall not be introduced to the
Committee. Each person recognized by the presiding officer for the purpose of
addressing the Committee shall limit his address to three minutes unless such
person gives the Committee prior written notice that he or she desires to address
the Committee, and in which event, such person shall limit his or her address to
five minutes. Only agenda items will be addressed by the public. All remarks
shall be addressed to the Committee as a body and not to any member thereof.
No person, other than the Committee and the person having the floor, shall be
permitted to enter into any discussion, either directly or through a member of the
Committee, without the permission of the presiding officer.

Rule 16: **SUSPENSION OF RULES.** Any of the foregoing rules may be suspended for the
meeting then in session by unanimous vote of the Committee.

Rule 17: **AMENDMENTS TO THESE RULES.** Amendments to the above rules may be
considered by the Committee and, upon a unanimous vote in favor,
recommendations for proposed amendments shall be forwarded to the Authority
for consideration.

Rule 18: **MATTERS NOT SPECIFICALLY COVERED.** Robert's Rules of Order shall be
accepted as an authority on parliamentary practice on matters not specifically
covered.
ATTEST:

Sandra J. Vassalotti, Clerk
Dave Kerner, Chair

(AUTHORITY SEAL)

APPROVED BY:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

Commissioner Stevens Abrams Vice Mayor

Date

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(Revised 4/18/20124/10/2019)
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
CITIZENS' ADVISORY COMMITTEE

RULES AND PROCEDURES

It is the purpose of the Citizens' Advisory Committee to act in an advisory capacity to the Solid Waste Authority. In this capacity, the Committee shall review, comment, and/or make recommendations to the Authority on matters of administration, planning for and operation of facilities as they pertain to the legislative responsibilities of the Authority in its enabling legislation.

The following shall be the rules of governance of said committee:

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Rule 2: **REMOVAL OF COMMITTEE MEMBERS.** Attendance of Committee members at scheduled meetings is mandatory. A Committee member shall be subject to review by the Committee for removal after two absences from regular meetings within a twelve month period. The Committee shall review the circumstances and render a determination on whether or not to remove the member. If the member is removed, the Committee must notify the member in writing of his/her removal and the Committee must notify the Board of the vacancy.

Rule 3: **REGULAR MEETING.** The Committee shall meet on the first Wednesday in February, April, June, October, and December, and the third Wednesday in August in offices of the Authority at 1:30 PM except when such date is observed by the Authority as a legal holiday.

Rule 4: **SPECIAL MEETINGS.** Special Meetings may be called by the Executive Director after consultation with the Committee Chair. Such meetings shall be held in offices of the Authority upon written or telephone notice at least forty-eight (48) hours prior to the meetings.

Rule 5: **SUSPENSION OF MEETINGS.** The Executive Director shall suspend regular Committee meetings whenever a quorum cannot be present or in cases when there is not sufficient topic matter to warrant a meeting. Suspension action can only be done after conferring with and obtaining approval from the Committee Chair.
Rule 6: **AGENDA.** The Executive Director of the Authority shall prepare an agenda for all regular and special meetings. Each member of the Committee shall be provided with a copy of the agenda as far in advance of the meeting as time will permit. This agenda shall become, once approved, a permanent part of the record of each meeting.

Rule 7: **OFFICERS.** The officers of the Committee shall be as follows: Chair and Vice Chair. These shall be elected by nomination and majority vote of the Committee at the regular meeting in APRIL of each year, and shall serve no more than two consecutive terms. Should any officer be unable to remain a member of the Committee for his or her entire term, a replacement shall be elected, by nomination and majority vote of the Committee at the first meeting of the Committee following notice to the Committee of the officer’s inability to continue.

Rule 8: **PRESIDING OFFICER.** The Chair shall preside at all meetings, if present, and in the absence of the Chair, the Vice Chair shall preside. If neither the Chair nor the Vice Chair is present, then the members present shall appoint by majority vote a temporary Chair to preside at such meeting.

Rule 9: **ORDER OF BUSINESS.** The following order shall be observed in the transaction of business, but such order may be varied by unanimous consent of all Committee members present.

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2. Approval and/or Correction of CAC Minutes.
3. Discussion of SWA Board Agenda Items.
4. Comments by the Committee Members.
5. Discussion of Other Matters.
6. Confirmation of Next Meeting.
7. Adjournment.

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Rule 11: **GETTING THE FLOOR.** No member shall make any remarks without first addressing and being recognized by the presiding officer.

Rule 12: **DECISIONS BY PRESIDING OFFICER.** The presiding officer shall decide all questions of order, but any member shall have the right to appeal a decision to the Committee.
Rule 13: **VOTING: SILENCE CONSTITUTES AFFIRMATIVE VOTE.** Upon request of two committee members, the Clerk to the Authority shall call the roll and record the vote of each member. Unless a member states that he or she is not voting, his or her silence shall be recorded as an “aye” vote.

Rule 14: **PARTICIPATION IN MEETING BY ADMINISTRATIVE OFFICERS.**

(A) The Executive Director of the Authority may take part in the discussions of the Committee and may recommend to the Committee such measures as he may deem necessary for the welfare and the efficient administration of the affairs of the Solid Waste Authority. However, it is recognized that the Executive Director of the Authority shall base his discussions and recommendations upon his knowledge and experience of the subject matter.

(B) OTHER STAFF: No other employee or staff consultant shall enter into any discussions of the Committee except to answer questions, to the extent of that person’s expertise, requested by the Committee.

Rule 15: **COMMENTS BY PUBLIC.** Any person desiring to address the Committee shall first secure the permission of the presiding officer. Written communications from taxpayers or residents of the district over which the Authority exercises its jurisdiction may also be received in regard to matters as they are under discussion. However, unsigned communications shall not be introduced to the Committee. Each person recognized by the presiding officer for the purpose of addressing the Committee shall limit his address to three minutes unless such person gives the Committee prior written notice that he or she desires to address the Committee, and in which event, such person shall limit his or her address to five minutes. Only agenda items will be addressed by the public. All remarks shall be addressed to the Committee as a body and not to any member thereof. No person, other than the Committee and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Committee, without the permission of the presiding officer.

Rule 16: **SUSPENSION OF RULES.** Any of the foregoing rules may be suspended for the meeting then in session by unanimous vote of the Committee.

Rule 17: **AMENDMENTS TO THESE RULES.** Amendments to the above rules may be considered by the Committee and, upon a unanimous vote in favor, recommendations for proposed amendments shall be forwarded to the Authority for consideration.

Rule 18: **MATTERS NOT SPECIFICALLY COVERED.** Robert’s Rules of Order shall be accepted as an authority on parliamentary practice on matters not specifically covered.
ATTEST:

Sandra J. Vassalotti, Clerk

(AUTHORITY SEAL)

APPROVED BY:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

Vice Mayor Dave Kerner, Chair

Date

ITEM 9.M.1
Page # 9/9

(Revised 4/10/2019)
MEMORANDUM

TO: Vice Mayor Dave Kerner, Chair and Solid Waste Authority Board Members

SUBJECT: Appointment of At-Large Members to the Citizens' Advisory Committee (CAC)

RECOMMENDATION: Appoint Mr. Jeffrey Blank and Mr. John Gentithes to the CAC as At-Large members.

BACKGROUND:

The Citizens' Advisory Committee currently has two At-Large vacancies. As you know, the Committee is composed of eleven (11) members, with each Board member making one appointment for his/her district and the four (4) remaining positions being appointed at-large by approval of the Governing Board.

Vice Mayor Kerner and Commissioner Weinroth have submitted resumes from two individuals (Mr. Jeffrey Blank and Mr. John Gentithes, respectively) who have expressed interest in serving on the Committee. Staff requests the Board consider appointing these two individuals as At-Large members to the Committee.

BUDGET IMPACT: None

ATTACHMENTS: Resumes from Mr. Jeffrey Blank and Mr. John Gentithes

REVIEWS:

Director: ___________________________, Date: ___________

Director of Contract Compliance: ___________________________, Date: ___________ 3-25-19

Chief Officer: ___________________________, Date: ___________

Chief Finance Officer: (as required) ___________________________, Date: ___________

Legal Counsel: (as required) ___________________________, Date: ___________ 3-25-2019

Executive Director: ___________________________, Date: ___________
Jeffrey L. Blank
6351 Hatteras Club Drive • Lake Worth, FL 33463 • 216-276-4967
• goopguy123@aol.com

Education
Case Western Reserve University, Cleveland, OH
Bachelor of Arts in Psychology, Cum Laude, May 1981

Experience
Professional Experience
• Simon Roofing and Sheet Metal Corporation, Boardman, OH: March 1997- Present
  Vice President – Responsible for all aspects of the Products Manufacturing Division. Duties include all manufacturing, product research and development, and sales, and marketing efforts.

  Director of Sales and Marketing – Responsible for the development of all business activities of new and existing products for the company.

  Product Manager – Responsible for the development of all research and development, marketing and sales support activities for building restoration products.

  Sales/Sales Recruiting Manager – Responsible for hiring and training all new field sales personnel and maintaining a sales territory.

Personal Information; Married for 33 years with two adult children. References upon request.
John Gentithes
Delray Beach, FL 33446
561-859-3383, john@signatureparadise.com

Entrepreneur, Consultant, COO, Community Leader, Realtor

Achievements
- Turnaround Expert for international Corporation – 13 stores, $4M budget
- Significant decrease in cost of inventory through niche marketing and improved purchasing
- $4M Budget
- 500% increase in annual sales achieved twice
- "Manager of the Year Award" chosen over 40 managers

Entrepreneurial Experience

Increased Profits and Sales 800% within 11 years for a formerly underachieving textiles leasing company by – introducing new product lines; acquiring competitors; significantly increasing the geographic region in which the company did business, and decreasing expenses through modernization of operation equipment and implementation of a more efficient distribution system. Results were that the company eventually was sold for a very large profit.

Consulting/COO Experience

Successful Turnaround Specialist Consultant working with Fortune 500s as well as small multiple locations local businesses. Thrust into the most problematic situations – delivering dramatic successful results.

Realtor Experience

FL Licensed Realtor for 9 years- of which 5 were as a full time agent doing Commercial and Residential transactions. Currently a Realtor for Signature Paradise Realty International and the July 2015 winner of the prestigious Star Award for Outstanding Performance. Chosen MVP for Signature Paradise Realty International, LLC out of over 1000 agents.

Community Service

Former President, Chairman, Board of Directors, Committee Chairman of over 20 civic and nonprofit organizations as well as participation in many more charity and business organizations. Currently President of Boca Raton Advanced Toastmasters and serving as a presidential assistant for the Alliance of Delray.

Education
Mount Union College, Alliance, Ohio
- BS- Accounting/Business Administration
- Seminars University of Akron & University of Toledo
  - Specialized Training courses throughout the years in Industry specific areas
MEMORANDUM

TO: Vice Mayor Dave Kerner, Chair
    and Solid Waste Authority Board Members

SUBJECT: Resolution of Appreciation – Barry Haberman

RECOMMENDATION: Approve Resolution of Appreciation 2019-03 and authorize
    Chair to execute on behalf of the Board.

BACKGROUND:

Mr. Haberman served as an at-large member of the Citizens’ Advisory Committee from October
2004 to December 2018. This resolution is to express the appreciation of the Board, CAC, and
staff for Mr. Haberman’s efforts serving as a committee member for over 14 years.

BUDGET IMPACT: None.

ATTACHMENTS: Resolution 2019-03

REVIEWS:

Director: __________________________, Date: ______________

Director of Contract Compliance: __________________________, Date: 3-22-19

Chief Officer: __________________________, Date: ______________

Chief Finance Officer: (as required) __________________________, Date: ______________

Legal Counsel: (as required) __________________________, Date: ______________

Executive Director: __________________________, Date: 3/22/2019
RESOLUTION 2019-03

A RESOLUTION OF THE SOLID WASTE AUTHORITY BOARD AND CITIZENS' ADVISORY COMMITTEE OF PALM BEACH COUNTY COMMENDING BARRY HABERMAN FOR HIS SERVICE AS A MEMBER OF THE COMMITTEE AND EXPRESSING SINCERE APPRECIATION FOR HIS DEDICATION.

WHEREAS, BARRY HABERMAN served as a member of the Solid Waste Authority Citizens' Advisory Committee from October 2004 to December 2018.

WHEREAS, BARRY HABERMAN performed a valuable function for the Solid Waste Authority Board and Citizens' Advisory Committee; and,

WHEREAS, the Solid Waste Authority Board and Citizens' Advisory Committee of Palm Beach County desire to officially acknowledge and express their appreciation to BARRY HABERMAN for his dedicated service.

NOW THEREFORE, BE IT RESOLVED BY THE SOLID WASTE AUTHORITY BOARD AND CITIZENS' ADVISORY COMMITTEE OF PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION I

That the Solid Waste Authority Board and Citizens' Advisory Committee of Palm Beach County do hereby commend BARRY HABERMAN for his continued service as a member of the Solid Waste Authority Citizens' Advisory Committee during the period of October 2004 to December 2018, and do hereby express their sincere appreciation for his efforts and dedication.

SECTION II

That a copy of this Resolution, duly signed and sealed, be presented to BARRY HABERMAN with the sincere gratitude of the Solid Waste Authority Board and Citizens' Advisory Committee.

SECTION III

This Resolution shall become effective immediately upon passage.

READ AND ADOPTED THIS 10th DAY OF April, 2019, BY THE SOLID WASTE AUTHORITY BOARD AND CITIZENS' ADVISORY COMMITTEE DURING REGULAR SESSION.

SOLID WASTE AUTHORITY OF PBC

Vice Mayor Kerner, Chair
Solid Waste Authority Governing Board

ATTEST:

Sandra J. Vassalotti
Clerk to the Authority

Dee Sabers, Chair
Citizens' Advisory Committee
MEMORANDUM

TO: Vice Mayor Dave Kerner, Chair and Solid Waste Authority Board Members

SUBJECT: Small Business Advisory Committee (SBAC) Appointments

RECOMMENDATION: Approve SBAC Appointments

BACKGROUND:

In accordance with the Economic Inclusion Policy and Procedures, the Solid Waste Authority's Equal Business Opportunity (EBO) Program Office is responsible for overseeing the SBAC. The SBAC is composed of an 11-member citizen's committee made up of representatives of trade groups and members of the general business community (including no less than six S/M/WBE owners).

Each SWA Governing Board member was invited to select a representative from his/her district, with the remaining four (4) at-large representatives recommended by the Executive Director, and approved by the Governing Board. Initially, six (6) Committee members will serve two-year terms, and five (5) Committee members will serve one-year terms. Thereafter, terms will be two years (see Mr. Dan Pellowitz' December 3, 2018 memorandum attached herewith).

Individual Board members can affirm or change their appointments, and the Board as a whole will vote on the at-large members.

District 1: Open                         District 2: Junaid Akther
District 3: Open                         District 4: Open
District 5: Open                         District 6: Patricia Leonaggeo
District 7: Open

At-Large: Maria Antuna, Hispanic Chamber of Commerce of PBC
Bruce Lewis, Black Chamber of Commerce of PBC
Shellie Ransom-Jackson, National Assn. of Black Women in Construction
Selena Samios, Women’s Chamber of Commerce of PBC

ITEM 9.A.4
BUDGET IMPACT: None

ATTACHMENTS: Mr. Dan Pellowitz’ December 3, 2018 Memorandum
Resumes/Bios of Recommended Committee Members

REVIEWS:
Director: Colleen M. Rabits, Date: 3/26/19
Director of Contract Compliance:
Date: 
Chief Officer: Paul D. Demaret, Date: 3/25/19
Chief Finance Officer:
(as required) Date: 
Legal Counsel:
(as required) Date: 
Executive Director: Date: 3/25/19
MEMORANDUM

TO: Vice Mayor Dave Kerner, Chair  
and Solid Waste Authority Board Members

FROM: Dan Pellowitz  
Executive Director

RE: Appointment to the Small Business Advisory Committee

December 3, 2018

In accordance with the Economic Inclusion Policy and Procedures, the Solid Waste Authority's Equal Business Opportunity (EBO) Program Office is inviting each SWA Governing Board Member to appoint a member to its Small Business Advisory Committee (SBAC). Appointees should be a representative of a trade group or a member of the general business community in Palm Beach County.

As specified in the policy, the SBAC will be an eleven-member citizens' committee made up of representatives of trade groups and members of the general business community (including no less than six S/M/WBE owners), and subject to formal appointment by the Board. In addition to the seven members appointed by the Board, staff will present four representatives to the Board for approval. The role of the Committee will be to:

(a) Assist the EBO Program Coordinator, Executive Director, and SWA Governing Board in reviewing the administration of the various programs and policies that promote S/M/WBE participation in SWA prime contract and subcontract opportunities;

(b) Assist in the coordination of activities and actions involving the EBO Office, and other committees and working groups designated by the Board or the Executive Director; and

(c) Make recommendations to the EBO Program Coordinator, Executive Director, and SWA Governing Board concerning modifications of such programs, policies and procedures established pursuant to the Economic Inclusion Policy.

Initially, six (6) Committee members will serve two-year terms, and five (5) Committee members will serve one-year terms. Thereafter, terms will be two years. As vacancies become available, they shall be filled as soon as practicable through the same nomination and appointment process.

We respectfully request that you submit your appointee on or before January 31, 2019.

If you have any questions, please contact me or Colleen M. Robbs, EBO Coordinator, at (561) 640-4000, ext. 4529.
Mohammad Junaid Akther

Commonly Known As: Junaid Akther
10515 Versailles Blvd
Wellington, FL 33449
badona@hotmail.com
Phone: 561-906-8660
Fax: 561-249-6835

Objective
To aid in the local communities and small businesses.

Education
Bachelor of Science in Electrical Engineering, Florida Atlantic University

Positions Held
Health & Wellness Center, LLC
Operations Manager
Motorola, Sears Holdings.

Has Multiple Home and Business Entities in the District 2 region.

Community Projects
Involved with different social, cultural and political organizations
Board Member: Global Citizen for Humanity; Versailles at Wellington HOA
Battle Against Cancer
Member of the Wellington Public Safety Committee
Coach of Little Soccer League

References
Gregg Weiss, County Commissioner District 2
PATRICIA LEONAGGEO
pleonaggeo@bellsouth.net
561 434-4558
1 East Chesterfield Drive, Boynton Beach, Florida 33426

SUMMARY
Successful woman owned business with over 19 years in insurance sales and marketing

SKILLS
Strong relationship builder Trainer
High level sales Client acquisition

EXPERIENCE
LEONAGGEO BENEFITS INC. 1999 - Current
Associate Sales – American Family Life Insurance Company (Aflac)
District Sales Manager – American Family Life Insurance Company (Aflac)
Special Projects Coordinator – American Family Life Insurance Company (Aflac)
Million Dollar Club Member

MOTOROLA 1978 – 1998
Patent Law – Administrative

MEMBERSHIPS
Business Development Board, West Palm Beach - 18 years, active
Palm Beach Yacht Club - 10 years, active
Lantana Chamber of Commerce -2 years, active

ADDITIONAL
HomeSafe – Volunteered for over 10 years each week cooking, feeding and caring for the children of domestic violence households
Caregiver - for my Mom (who lives with me with Dementia)
Maria S. Antuna
fourtunas@yahoo.com – M: 561-707-1339 – Wellington, Florida

Business Development and Marketing Executive

- Seasoned Marketing and Sales Executive, adept at developing long term relationships.
- Accustomed to delivering Best in Class customer service while exceeding my client’s needs.
- Experienced at delivering superior bottom line results.
- Operates with a strong sense of urgency and results driven.

Strong competencies include: 
Market Analysis – Client Relations – Strategic Planning

Professional Experience

Hispanic Chamber of Commerce of PBC - CEO 11/09/15 to Present
Promote the Chamber to the Community at large. Be the spokesperson and face of the Chamber at all Chamber networking events, Connect After 5 events, Power Networking Events, Chamber Retreats, and any other venue that has been approved and assigned to the CEO by the Board of the Directors. Work with the Chair, Board of Directors, and Committees to effectively organize and execute fund raising and networking events. Work with Vendors and Contractors to ensure that proper planning and execution of the necessary resources to implement events are in place. Be the Chamber leader in the sale and promotion of Memberships to Businesses and individuals. Be the Chamber leader in the sale of Sponsorships to Businesses and individuals. Supervise administrative staff and functions, including accounting, payroll, purchasing, budgeting and HR matters. Participating in short and long term planning of strategic initiatives.

Bank of America – Vice President, Small Business Banker 03/01/12 to 04/18/14
Managed based assigned small businesses. Acted as a local dedicated specialist who worked with small businesses to understand their unique business banking needs. Assisted in lending options, including specialized financing for practice industries (doctors, dentist and vets). Partnered with several Bank of America branches to provide quality service to interested clients. Full focus was to meet client’s needs at their offices or branch.

Wells Fargo Company – Branch Manager 11/30/09 to 02/28/12
Managed retail sales and service function. Create, train and coach to obtain a successful team. Administer budgets, business development goals and objectives, staffing models, schedules and performance standards. Build and grow existing and new portfolios. Maintain profit and budget of store aligned with company’s standard.
Personal Leave 06/01/08 to 11/30/09
I made the decision to take time off to take care of my elderly mother who was suffering from Alzheimer.

Flagstar Bank - Account Executive 04/10/06 to 05/30/08
Tasked with growing the commercial business of the bank within my assigned market. Worked collaboratively with other bank personal to prepare customer specific banking solutions.

ABN AMRO – Sr. Account Executive/Officer 03/30/00 to 03/31/06
Responsible for growing market share within territory. Introduce new accounts, training, building and leveraging relationships. Handled all questions and problems between the customer and the bank. Maintain territory to required standards of company (reports, tracking, etc.) Perform presentations and seminar as needed to existing and new clients.

EDUCATION
Clewiston High School

LANGUAGES
Fluent in English and Spanish

TECHNICAL SKILLS
Microsoft Office Suite – Word – Power Point – Outlook
Past Trustee member of the Central Palm Beach County Chamber of Commerce
Mr. Bruce N. Lewis
BIOGRAPHY

L B Limited & Associates, Inc.
Strategic Public Relations
120 So. Dixie Hwy, Suite 205
West Palm Beach, Fl. 33401

E-mail: blewislb@bellsouth.net
Phone: (561) 833-8080

Bruce N. Lewis is the Founder and CEO of L B Limited & Associates, Incorporated, Strategic Public Relations. The company is in the heart of Downtown West Palm Beach. The firm has been in business for 29 years and specializes in Public Involvement processes directly related to large scale public/private Development projects. Bruce is responsible for new business development, strategic planning, Construction Program Management, corporate image development, brand strategies, business model development/refinement and serves as Sr. Program/Project Manager for the firm. Mr. Lewis has a BSEE Degree with a minor in Business Administration from the University of Minnesota and is a research oriented professional.

On January 30, 2012, Bruce was elected Chairman of the Board for the Black Chamber of Commerce of Palm Beach County. Mr. Lewis will lead the charge by assembling a team of professional with a wide range of resources and skills to assist in elevating the Black Chamber of Commerce to new heights. Under Bruce's direction the focus has been; increasing membership, developing useful programs, providing technical assistance to build capacity for members, form strategic partnerships and fundraise. It's a challenge and honor that I eagerly accept.

Mr. Lewis served on the Board of the City of West Palm Beach, Downtown Development Authority (DDA) for twelve years (2001- 2013) at the pleasure of four different Mayors/City Administrations and is true testimony of his natural ability of being an effective communicator and a vote confidence with regards to being a result-oriented business professional.

Bruce also served as the 2005/2006 Campaign Chairman for the United Way of Palm Beach County raising a record $15.5 million. To date, the amount raised is distinguished as the largest amount of money raised in the past 11 years. The campaign results, to a large degree can be attributed to the coordinated efforts and support from the Small Business community. Mr. Lewis was the first small business owner to run the Campaign and the first African-American to serve in this capacity in the County’s history.

Bruce is a Small Business Advocate and has mentored 37 businesses (and counting) over a 27 years period, serves as Business Adviser to several community-based organizations, and continues to have an open-door policy that has helped numerous Small Businesses. In addition, and most recently, Mr. Lewis served on the Stakeholders Committees for the City of West Palm Beach, Palm Beach County and Solid Waste Authority Disparity Studies.

Previous Professional Career Experience includes: Chemical Design Engineer (semiconductors) for Fortune 500 corporations including Honeywell, Digital Equipment Corporation, RCA, General Electric (GE) and Senior R&D Project Engineer for Intel and Commercial Package Design for Commodore Computer Corporation.
Mrs. Shellie Ransom-Jackson is the President of Benchmark Construction Consulting and Management, Inc., a construction consulting company specializing in construction regulation and techniques, identifying strategic problems within the development project, developing unique solutions and organizing technical resources, as well as launching effective programs and initiatives on behalf of her clients. She works closely with Developers, Architects, Contractors, Owners, and Governmental entities. She acts as a liaison between the private and public sectors operating in Miami-Dade, Broward, and Palm Beach Counties.

Mrs. Ransom-Jackson utilizes her 20+ years of private and public experience to assist clients navigating the bureaucracy associated with development from cradle to grave. She is a State Certified General Contractor, Certified Building Official, Certified Plans Examiner, and Certified Inspector in good moral standing. She is the owner and qualifier of Benchmark Construction, a licensed and insured full-service construction company. Mrs. Ransom-Jackson has the historic honor of being the first African-American Female Building Official in Florida. Her public work experience includes City of Hallandale Beach, Seminole Tribe of Florida, City of Miami Gardens, and Miami-Dade County. Mrs. Ransom-Jackson’s primary areas of responsibility were the fiscal management of Planning and Zoning, Building Services, Engineering and Code Compliance. Serving as Director of Development Services, Mrs. Ransom-Jackson directed professional and technical staff in conducting aspects of their work relating to potential development, plans examination, permitting, licensing, and code enforcement, in addition to preparation and maintenance of records and reports. She also served a technical resource for field inspectors and code officers in interpreting and making final determinations of the Florida and Municipal Codes.

Mrs. Ransom-Jackson currently serves as Vice-President of the National Association of Black Women in Construction (NABWIC). She also serves as the Presidential-appointed Advisor to the Code Officials Education Association. Mrs. Ransom-Jackson is Past-President of the South Florida Building Officials Association. She also served as the Corresponding Secretary of the American Society for Public Administrators, South Florida Chapter. Mrs. Ransom-Jackson was the recipient of the 2013 ASPA Chapter Member of the Year Award. She was also a member of the Miami Gardens Kiwanis Club whose mission is to support and mentor the future leaders of our community.

Mrs. Ransom-Jackson obtained her master’s degree in Public Administration from Nova Southeastern University. She is the wife of retired Sgt. Willie Jackson, the proud mother of five, and blessed grandmother of seven beautiful grandchildren.

Mrs. Ransom-Jackson’s life motto is “Fear and Faith cannot occupy the same space; therefore, I choose Faith.”
SELENA S. SAMIOS
ROYAL PALM BEACH, FL 33411
(561) 714-7848
SELENA7777@YMAIL.COM

EDUCATION:
MBA, University of Miami, Miami, FL - 2013
BS, Marketing, Barry University, Miami Shores, FL - 1995

PROFESSIONAL SUMMARY:

10/17 – PRESENT
Women’s Chamber of Commerce of Palm Beach County Executive Director
* Responsible for initiating, implementing and evaluation of all aspects of the Chamber activities
* Lead the economic development initiatives in our region and manage the daily operations
* Advance the business success of the Chamber in Palm Beach County

08/11 – PRESENT
Quad S Solutions Principal
* Support existing businesses with public relations, marketing, and social media
* Analyze and evaluate statistical data; provide action plan; business development
* Create/Produce events, scripts, event material, website/social media content, fundraising

09/14 – 09/17
HomeSafe Associate Director of Outreach and Marketing
* Responsible for the development, establishment, and implementation of marketing strategies
* Manage all functions of the Outreach Program, including staff, events, and contract compliance
* Ensure delivery of quality services, collaborate with CSC on various initiatives
* Identified need and increased services provided to target population by 20%

04/12 – 02/14
Families First of Palm Beach County Director of Marketing and Communications
* Created/implemented comprehensive marketing agenda, implement branding campaign
* Increased social media presence by 60% and website traffic by 47%
* Created/produced: newsletters, annual reports, community awareness campaigns, videos
* Managed website, electronic communications, event creation and implementation, fundraising
* Executive Leadership Team – agency wide policies, procedures, crisis control, strategic planning

08/09 - 07/11
Palm Beach Kennel Club/Rooney’s Golf Foundation Marketing/Community Relations
* Planned, implemented and managed community projects
* Coordinated all aspects of special events; implemented community outreach programs
* Responsible for increasing, managing, and distributing funds; increased donations by 36%
* Created marketing materials, press releases, created and maintained foundation website

01/08 - 08/09
Roger Dean Stadium Marketing Director
* Developed/ implemented promotions, ticket packages, season long initiatives, corporate partnerships; increased attendance by 17% and sponsorship by 12%
* Prepared budget, place media buys, create and produce all marketing campaigns, commercials
* Oversaw all marketing materials for Spring Training and the Florida State League
* Responsible for developing and executing fundraising and annual events; community relations

08/06 - 12/07
Edible Arrangements – W. Palm Beach, FL Principal/General Manager
* Managed daily operations including hiring, train, monitor staff
* Developed promotions/advertising strategies; maintain budget/inventory
* Monitored sales/costs/profits; prepare financial reports; customer service
OTHER EXPERIENCES:

5/05-7/06 Clear Channel – Milwaukee, WI Account Representative WQBW-FM The Brew
* Clients include: Miller Brewery, Applebee’s, Kalahari Resorts
1/03-5/05 Bell Ambulance – Milwaukee, WI Marketing Manager
2002 Milwaukee Bucks – Milwaukee, WI Media Relations
11/98-12/02 Bradley Center - Milwaukee, WI Ticket Office Supervisor, Marketing
02/96-11/98 Florida Marlins/Miami Dolphins Ticket Representative
09/96-11/98 National Hockey League Off-Ice Official
3/96; 3/97 Lipton Tennis Tournament Sales/Customer Service
09/95-06/96 Florida Panthers Media Relations/Promotions
1989-1995 Adventure Magazine Assistant Publisher (Summer Employment)
1993 – 1995 Delta Sigma Pi Treasurer, Fundraising Chair

COMMUNITY INVOLVEMENT/AWARDS:

2016-Present Village of Royal Palm Beach Councilwoman, Recreation Advisory Board Liaison, Senior Citizen Ad Hoc Board Liaison, League of Cities Member, Vice Mayor (2018-2019)
2011-Present Leadership Palm Beach County Class of 2012, Civic Engagement Committee Co-Chair (2013-2015), Transportation and Tourism Day Co-Chair (2016)
2018 Solid Waste Authority of PBC Small/Local/Minority/Women Business Enterprise (SLMWBE) Stakeholder Group, Vice Chair
2014-2018 The Western Business Alliance Founding Member, Board Member, Public Image Chair (2014-2016)
2015, 2016, 2018 Literacy Coalition of Palm Beach County Read for the Record
2015 Advance Conflict Resolutions Certificate
2011-2014 Central Palm Beach County Chamber of Commerce Board Member, Salsa Fest Committee, Art and Music Festival Committee, Leadership Palms West (2011)
2012-2014 Junior League of the Palm Beaches Member, Cotillion and Kids in the Kitchen Committees
2013 Nonprofits First Rising Leaders Class of 2013
2013 Girls on the Run Mentor/Coach
2013 Athena Awards Nominee
2012, 2013 Habitat for Humanity Golf Tournament Committee
2011, 2012, 2015 Easter Seals South Florida Annual Get Down to Business Luncheon Committee
2011 ELS for Autism Golf Tournament Committee
2009-2011 Rooney’s Golf Foundation Sponsorship, Event Coordinator
2010 Patrick Rooney, Jr. for State Representative Campaign Committee
2008-2010 Palm Beach County Attractions Association Board Member
2008-2009 Florida State League Minor League Baseball Marketing Committee
1997 Pro Player Stadium Employee of the Quarter
1996 Florida Panthers Employee of the Month

Selena S. Samios 561-714-7848 Selena7777@Ymail.com
MEMORANDUM

TO: Vice Mayor Dave Kerner, Chair and Solid Waste Authority Board Members

SUBJECT: Florida Cuttings, Inc., Appeal of Franchise Award for Service Area 6

RECOMMENDATION: Hear appeal by Florida Cuttings regarding RFP 19-203/SLB and render a decision.

BACKGROUND:

In September 2018, the Authority issued a Request for Proposal 19-203/SLB for Solid Waste and Recycling Collection Services for Service Area 6 (the “RFP”).

The Authority received three (3) timely responses to the RFP. At issue in this appeal are two: 1) Florida Cuttings, Inc., and 2) The Goode Companies of Florida, Inc. (“Florida Cuttings” and “Goode,” respectively). Protests were filed against both Florida Cuttings and Goode by the third company responding to the RFP. Florida Cuttings and Goode both responded to the protests in writing through their respective counsel. Florida Cuttings and Goode were also present, with counsel, at the January 23, 2019, protest hearing. The third party filing the protests withdrew its protest at the hearing. Any and all protests being concluded, the Authority Governing Board (the “Board”) was now able to make the franchise award for Service Area 6.¹

On February 13, 2019, after a duly noticed meeting, which included a presentation by Goode, through its counsel under “Public Comments,” the Board awarded the franchise for Service Area 6 to Goode. Prior to this meeting and making this franchise award, the Board reviewed and considered the written responses to the RFP from both Florida Cuttings and Goode, including any supplemental material submitted in their respective responses to the protests on January 23, 2019. Florida Cuttings was also present at this February 13, 2019, public meeting, with its counsel, and given the opportunity to respond to Goode’s presentation by its counsel.

¹ It is important to note that Service Areas 1-5 were awarded pursuant to an Invitation to Bid (“Bid”). Only Service Area 6 was awarded pursuant to RFP.
At the conclusion of the February 13, 2019, Board meeting, the Board exercised its discretion and awarded the franchise for Service Area 6 by Resolution 2019-01 to Goode. The Board ratified the pricing for the franchise award to Goode at a duly noticed special meeting on March 12, 2019. Goode was present at this meeting, Florida Cuttings was not.

Section 10(3)(d) of the Authority’s Special Act states, “[a]ny party aggrieved by the franchise award may appeal the award in writing within 30 days after the award, to the Authority, which shall decide said appeal by written order within 60 days after its receipt by the Authority.” The Authority received Florida Cuttings written appeal on March 14, 2019, the twenty-ninth day following the February 13, 2019, franchise award, and two days after the special meeting.

The contract for the franchise award for Service Area 6 is scheduled to begin on October 1, 2019. Given the time-sensitive nature of this contract, the needed preparation time and the need to maintain continuity of Solid Waste and Recycling Collection Services for the benefit of the local community, a formal, written contract was executed by the Authority and Goode for Service Area 6 after the special meeting on March 12, 2019.

**BUDGET IMPACT:** None

**ATTACHMENTS:** Appeal Letter dated March 14, 2019 (Copy of letter was emailed to the Board on March 15, 2019)

**REVIEWS:**

Director: ______________________, Date: __________

Director of Contract Compliance: ______________________, Date: 3-27-19

Chief Officer: ______________________, Date: __________

Chief Finance Officer: ______________________, Date: __________

(as required)

Legal Counsel: ______________________, Date: 3/27/19

(as required)

Executive Director: ______________________, Date: 3-27-19
March 14, 2019

The Solid Waste Authority Board of Palm Beach County
Attention: Vice Mayor Kerner and Board Members
7501 North Jog Road
West Palm Beach, FL 33412


Dear Vice Mayor Kerner and Board Members:

Pursuant to Article II, section 26-40(3)(d) of the Palm Beach County Code, this letter is being submitted as an appeal of a decision of the Solid Waste Authority of Palm Beach County (“the Authority”) dated February 13, 2019. That decision is contained in Resolution 2019-01, signed on February 13, 2019, after the Authority’s Board meeting held on February 13, 2019.

At the conclusion of the Authority’s Board meeting held on February 13, 2019, the members of the Board voted 4-3 in favor of allowing the Executive Director of the Authority to enter into negotiations with The Goode Companies of FL, Inc. for a contract for RFP 19-203 for Area 6. In so doing, the Board voted to reject the Authority’s staff recommendation of awarding the contract for RFP 19-203 to Florida Cuttings, Inc. (“Florida Cuttings”). The significance of the Board’s action cannot be understated, because, upon information and belief, the Board has never voted to reject a recommendation of Authority staff. The Board’s decision, and the process by which that decision was reached, is flawed for many reasons and should be reversed.

Procedural History and Facts

RFP 19-203

In September of 2018, the Authority issued a Request for Proposal for Solid Waste Recycling and Collection Services for Area 6, RFP 19-203/SLB (“RFP 19-203”). A copy of RFP 19-203 and Addendums 1, 2, and 3, are attached hereto as Exhs. 1-4.

Pursuant to part I, section 18, the Cone of Silence was to be in effect to prohibit any communication, except written correspondence, regarding a particular request for proposal request for qualification, bid, or any other competitive solicitation between a proposer, any person representing a proposer, and any member of the Solid Waste Authority Governing Board, their staff, any Authority employee authorized to act on behalf of the Authority to award a contract.
under this response, or any member of the evaluation committee authorized to evaluate the response. The Cone of Silence was to be in effect until the Governing Board, or Authority staff, if authorized to act on behalf of the Board, awards or approves the contract, rejects all responses, or otherwise takes action which ends the solicitation process.

Pursuant to Part III, section 2.3, all entities providing submissions in response to the RFP (proposers) would be required to complete Proposal Form 5 (Participation of S/M/WBE firm, if applicable), and Form 6 (Statement of Intent to Perform as a S/M/WBE Subcontractor/Supplier, if applicable).

Part III, Section 2.4, Minimum Requirements, requires all proposers to substantiate in its submittal that it meets or exceeds the following minimum requirements: (a) the proposer had to be a Certified M/WBE or Joint Venture with a Certified M/WBE JV partner, the M/WBE Prime, M/WBE JV Partner, and all S/M/WBE subcontractors and suppliers had to be certified at the time that the bids/proposals are due to the Authority; (b) the proposer had to demonstrate a comprehensive understanding in the areas listed in the RFP; and (c) proposer’s personnel and management to be utilized for the services described in the RFP shall be knowledgeable in their areas of expertise. Part III, section 2.4(b) provides that “[u]nderstanding and previous experience are essential criteria in the qualifying process.”

In order to be “certified” as a small minority or woman owned business, the RFP provides:

Certification – the process by which the EBO Office determines a firm to be a bona-fide small, minority, and / or women business enterprise. Any firm may apply for multiple certifications that cover each and every status category e.g., SBE, MBE, or Women Business Enterprise (“WBE”) for which it is able to satisfy eligibility standards. The EBO Office may contract these services to a regional certification agency or other entity. For purposes of certification, the Authority may accept any firm that is certified by local government entities and other organizations identified herein that have adopted certification standards and procedures similar to those followed by the EBO, provided the prospective firm satisfies the eligibility requirements set forth in the Purchasing Manual, Section 6.4.


Section 6.4 of the RFP Purchasing Manual sets forth the detailed requirements of the Equal Business Opportunity Program (“EBO”). See RFP 19-203, Part VI, Attachments, Attachment B, Purchasing Manual Definitions, sec. 6.4. In summary, the EBO Program was adopted by the Authority after receiving and reviewing the results of a “Disparity Study Final Report” discussing the barriers faced by minority and women-owned businesses in SWA purchases and contracts.

The proposer’s status as a small woman or minority owned business is an essential part of the evaluation criteria. See Part III, Proposal Submission Requirements, section 2.8, Small/Minority/Women Business Enterprise (S/M/WBE) Participation; Part III, Proposal Submission Requirements, section 2.8.1; Part III, Proposal Submission Requirements, section 2.8.4; Part IV, Proposal Evaluation and Award, section 2, section 3, and Table 2; Part V, Proposal

The RFP requires strict compliance with the Authority’s Affirmative Procurement Initiatives and the EBO Program. See RFP 19-203, Part I, General Information, No. 30, Equal Business Opportunity Program; Part III, Proposal Submission Requirements, Sec. 2.8, sec. 2.8.1 and Forms 5 and 6; Part IV, Proposal Evaluation and Award, sec. 2, Evaluation Criteria and Table 2; Part VI, Attachments, Attachment B, Purchasing Manual Definitions; RFP 19-203 Purchasing Manual Section 6. Where the EBO Policy has been violated, remedial action and sanctions may be imposed. See RFP 19-203, Part VI, Attachments, Attachment B, Purchasing Manual Section 6.4.F.2(i).

Finally, the RFP gives preference points to local businesses. See RFP 19-203, Part III, sec. 2.9; Part IV, sec. 2, Evaluation Criteria and Table 2.

Florida Cuttings’ Proposal

On or about December 7, 2018, Florida Cuttings submitted its proposal in response to RFP 19-203. A copy of Florida Cuttings submission is attached hereto as Exh. 5. In its proposal, Florida Cuttings noted, inter alia, that: (i) it has been certified as a small and woman owned business by the South Florida Water Management District and the State of Florida; (ii) it has been in existence for over two decades providing hauling and waste management services; (iii) it has been the subcontractor or choice for more than 5 years for Waste Pro of Florida Inc., Republic Services, and Advanced Disposal; (iv) Florida Cuttings currently provides services to the Authority on the current solid waste and recycling collection services contract and has performed successfully for many years; (v) it understands the areas listed in the RFP; (vi) its personnel and management to be utilized in the performance of the contract are knowledgeable and experienced; (vii) its team has collectively 40 years of experience locally in Palm Beach County; and, (viii) it has the financial capacity, tools and resources to effectively provide the services required by the contract. Florida Cuttings’ proposal contains sections outlining the experience of the personnel who will be performing services under the contract, a list of references, an organizational chart outlining the ownership, management, and operations of the company, an operational plan as required by Proposal Form 10, financial and bonding information, and a description of Small/Minority/Women Business Enterprise (S/M/WBE participation). See Exh. 5.

Florida Cuttings’ Response to Richard’s Disposal Inc. Protest

After Florida Cuttings submitted its proposal in December of 2018, Richard’s Disposal Inc. ("Richard’s") filed a protest, attacking the qualifications of Florida Cuttings to perform the contract. On January 17, 2019, Florida Cuttings responded to each allegation. A copy of Florida Cuttings’ response is attached hereto as Composite Exh. 6.
In its response, Florida Cuttings again noted that it has been a State Certified Woman Business since before it submitted its proposal, as evidenced by the Florida Cuttings Woman Business Certificate issued by the State of Florida for November 26, 2018, through November 26, 2020. Florida Cuttings also noted that on or about November 7, 2018, the shareholders and directors of Florida Cuttings authorized a transfer of shares, resulting in Florida Cuttings being owned by two women: Morgan Greenwood Neely is a 51% owner, and Camille Vitiello is a 49% owner. A copy of the Florida Cuttings’ certificate issued by the State of Florida, the “Consent to Action by Shareholders and Directors of Florida Cuttings, Inc.” dated November 7, 2018, and stock certificates of Florida Cuttings, Inc. are contained in Composite Exh. 6, attached hereto.

Florida Cuttings also noted, inter alia, that it properly described the experience of personnel who would be performing the services under the contract; it provided an organizational chart showing the ownership and management structure of the company; it provided the financial information required by the RFP; it properly outlined its previous experience; and that each of the allegations made by Richard’s Disposal lacked merit.

The Authority Staff Response to Richard’s Protest

On January 18, 2019, the Authority provided a Response to the Richard’s Disposal (“Richard’s) Protest. A copy of the January 18, 2019 Staff response letter by the Authority is attached as Item VI to the Agenda for the January 23, 2019, Bid and RFP Protest Hearings for Bid 19-402/SLB and RFP 19-203/SLB, attached hereto as Composite Exh. 7.

In the Staff letter, submitted by Senior Assistant County Attorney Michael W. Jones, Mr. Jones concluded that the Richard’s protest was without merit because (1) it was attempting to challenge the technical qualifications of Florida Cuttings and another proposer, The Goode Companies Inc., and, (2) each challenge raised nothing more than a minor, immaterial irregularity that was within the SWA Board’s discretion to waive and dismiss Richard’s protest in its entirety. The letter further noted that Florida Cuttings provided (1) all the required information as to one its principals, Ms. Camille Vitiello; (2) adequate references; (3) proper evidence that Florida Cuttings possesses a valid W/MBE certification by the State of Florida, and evidence that it is majority owned (51%) by a woman, Morgan Greenwood Neely; (4) evidence that it has the ability to perform the work under the contract; and, (5) evidence of its financial capability as required by Sections 2.6 (Financial Capability) and 2.7 (Performance Bond), including a letter from RBC Wealth Management noting Florida Cuttings’ $2.5 million in liquid assets, Florida Cuttings’ lack of bankruptcies, financial statements for 2018, letters of reference and creditworthiness, and an $800,000.00 cash bond. The letter further noted that the Evaluation Committee determined that Florida Cuttings deserved a passing score based on its financial submissions. In conclusion, the Staff letter recommended that the SWA Board reject the Richard’s protest in its entirety.

Richard’s ultimately withdrew its protest after the January 23, 2019, bid and protest hearing.

Events Leading up to the February 13, 2019 Meeting of the SWA Board

ITEM 9.D.L.
February 4, 2019: the Goode Companies’ Expression of Concern.

The SWA Board’s next Board meeting was scheduled for February 13, 2019. The Richard’s protest had been withdrawn prior to the meeting, and no other timely protests had been filed. The Agenda for the Board Meeting shows that going into the meeting, Florida Cuttings was ranked number 1 of the three proposers. The Goode Companies was ranked second, and Richard’s Disposal was ranked third. See Exh. 8, item 9D.1, page #31/37.

On February 4, 2019, counsel for the Goode Companies sent an “Expression of Concern RFP 19-203/SLB” letter to Ms. Saundra Brady, the Director of Purchasing Services for the Authority. A copy of the letter is attached hereto as Exh. 9.

In the letter, the Goode Companies stated that although it did not wish to file a formal bid protest, it nevertheless opined that as a policy matter, the SWA Board should determine whether the proposed award to Florida Cuttings serves the Authority’s interests. In the letter, The Goode Companies alleged that (1) “Florida Cuttings does not appear to be a true Small/Woman or Minority Owned Business in accordance with SWA policies in the sense that it does not appear to be owned and controlled by women or minorities” because the “principal of Florida Cuttings is a white male that has chosen to involve a woman and/or minority in Florida Cuttings’ submittal without demonstrating any meaningful participation of the female owners;” (2) Ms. Vitiello’s involvement in the company is “window dressing” because she is only a 49% owner of the company; (3) it is impossible to determine what level of involvement Morgan Greenwood Neely, the 51% owner of Florida Cuttings, would be; (4) Florida Cuttings failed to meet RFP submittal requirements because it did not submit the required financial reports and audits; and, (5) Florida Cuttings does not have the experience to perform the contract at the rates bid by Florida Cuttings. In its final point, the Goode Companies notes that although it has “limited experience in this market,” it is an African-American family owned business, and that the SWA Board should “seek to implement the express purpose of the Equal Opportunity Business Program and should seek to hire competent vendors that are transparent in their business dealings.” The letter closed with a request to present the Goode Companies’ concerns during public comments at the February 13, 2019, meeting.

February 6, 2019: the Authority Response to The Goode Companies’ Expression of Concern.

On February 6, 2019, two days after The Goode Companies submitted its “Expression of Concern” Mr. Dan Pellowitz, the Executive Director of the Authority, circulated a response to Vice Mayor Dave Kerner, Chair of the Board, and to the Authority Board Members. A copy of the letter is attached hereto as Exhibit 10.

In the Response, Mr. Pellowitz noted that (1) all the issues raised in the “Expression of Concern” letter are more properly the subject of a formal protest that The Goode Companies failed to file in a timely manner; (2) the deadline for filing a formal protest have passed; and, (3) the letter, construed to be an untimely protest, is over 30 days late and all issues raised therein have been waived, as provided in RFP Section 16, pg. 5. Importantly, Mr. Pellowitz cautioned that The Good Companies’ concerns should have been raised in a timely manner, in the form of a formal protest, to meet all the parties’ due process concerns. Mr. Pellowitz also noted that if any members
of the SWA Board had any questions about the RFP process or proposals, the SWA Board could direct such questions to SWA staff prior to or at the SWA meeting scheduled for February 13, 2019. The letter also indicated that Mr. Pellowitz and Staff were going to forward copies of the RFP responses to the Board members ahead of the meeting should they desire to conduct their own review of the proposals before the meeting.

February 11, 2019: SWA Email and Attached Letter Sent to Florida Cuttings and Others.

On February 11, 2019, at approximately 1:38 p.m., a mere two days before the SWA Board meeting, Saundra Brady, Director of Purchasing Services for the Authority, sent an email and attached correspondence to Florida Cuttings and others. Attached to the email is a letter from counsel for The Goode Companies addressed to Vice Mayor Kerner and the SWA Board members, wherein counsel for The Goode Companies claimed that it was writing to the Vice Mayor and the Board directly to alert the Board of issues in Florida Cuttings’ proposal. A copy of the email sent on February 11, 2019, and the attached letter from The Goode Companies’ to Vice Mayor Kerner and the Board, dated February 11, 2019, is attached hereto as Composite Exh. 11.

In the letter, The Goode Companies alleged, inter alia, that (1) Florida Cuttings failed to provide the required financial information; (2) Florida Cuttings appears to be a non-MWBE firm; (3) the “after the fact relaxation of ITB requirements” provided Florida Cuttings with an economic advantage that was not provided to the two African-American owned firms that submitted competing proposals; and, (4) Area 6 was set aside as an opportunity for MWBEs. The Goode Companies argued that that awarding the contract to Florida Cuttings would result in a subversion of the intent of the MWBE program, which had been adopted to address race and gender disparities identified in a previous disparity study. The remainder of the letter repeats the allegations that Florida Cuttings did not produce the required financial records, Florida Cuttings does not qualify as a small minority or women owned business, and requests the Board to seek to hire vendors that are transparent in their business dealings, to reject the Staff recommendation, and allow The Goode Companies to negotiate a best and final offer. Counsel for the Goode Companies stated that he looked forward to addressing the Board during the public speaking opportunity of the February 13, 2019 Board meeting.

Agenda for Solid Waste Authority Board Regular Meeting for February 13, 2019.

A copy of the Agenda for the SWA meeting for February 13, 2019, is attached hereto as Exh. 8.

As noted above, the Agenda shows that going into the meeting, Florida Cuttings was ranked number 1 of the three proposers. The Goode Companies was ranked second, and Richard’s Disposal was ranked third. See Exh. 8, item 9D.1, page # 31/37.

In addition, Agenda Section 9, New Business, reads:
D. CUSTOMER INFORMATION SERVICES (John Archambo, Director)

Recommendation: 1. Award Franchise Agreements to Successful Bidders for Service Areas 1 through 4 and Successful Proposers for Service Area 6;

2. Adopt Resolution 2019-01 ratifying and confirming Solid Waste and Recycling Collection Franchise awards; and

3. Authorize Executive Director to execute the Franchise Agreements.

CAC Recommendation: Support staff’s recommendation. Motion carried 4-1.

See Exh. 8, pg. 4.

Although the Goode Companies letter dated February 4, 2019 is attached to the Agenda for the meeting, see Exh. 8, item 9D.1, page # 32/37, nothing in the Agenda indicated that the SWA Board would be conducting an evidentiary hearing, taking testimony of witnesses, considering “evidence” in any form, or rejecting the Staff recommendation.

The Solid Waste Authority Regular Board Meeting February 13, 2019

On February 13, 2019, the Authority held a Regular Board Meeting as noticed. The entire Board meeting can be watched at https://youtu.be/FSSBVbgwke. The relevant portions of the meeting are at 56:55 to 1:52:00; 1:58:15 to 2:03:05, and from 2:22:00 to 2:57:00.

Mr. Stephen Vitiello attended the meeting as the sole representative of Florida Cuttings. He attended alone, and did not bring any of Florida Cuttings’ documents which were submitted during the RFP process, because nothing in the Agenda indicated that the SWA Board would be conducting an evidentiary hearing, taking testimony of witnesses, considering “evidence” in any form, or considering rejecting the recommendation of SWA Staff. Instead, the Agenda indicated that the Board would simply award franchise agreements to the successful bidders, and the Agenda clearly identified Florida Cuttings as the top bidder for RFP 19-203, over The Goode Companies and Richard’s Disposal.

Moreover, it must be recalled that in the letter dated February 6, 2019, by Mr. Dan Pellowitz to Vice Mayor Dave Kerner and the SWA Board members, Mr. Pellowitz stated that The Goode Companies’ February 4, 2019, “Expression of Concern” for Service Area 6 was nothing more than an untimely protest, that all of The Goode Companies’ contentions should have been properly raised as a formal protest during which all due process concerns could have been addressed, and the Goode Companies’ failure to do so resulted in a waiver of its arguments according to RFP Section 16, pg. 5.
In light of the foregoing, Mr. Vittiello attended the meeting fully expecting to sign a contract on behalf of Florida Cuttings with the Authority. What happened during the Board meeting was a completely unexpected and shocking turn of events.

At approximately the 57:00 mark in the video, the Board reached Agenda item 9.D.1. Vice Mayor Kerner recognized Mr. Goode and allowed his counsel, Mr. Espino, to provide a 5 minute statement. Mr. Espino expressed his “concern” for Area 6, and proceeded to repeat the allegations contained in his letters dated February 4 and 11, 2019. In his comments, Mr. Espino claimed that an inconsistent application of the SWA procedures has resulted in an unjust situation, that the SWA had relaxed the bid requirements for Florida Cuttings, that Florida Cuttings is not a true woman or minority owned business because Florida Cuttings is not owned or controlled by a woman or a minority, that the women listed in the company were just “window dressing,” and that he had serious “concerns” about Florida Cuttings which had only been revealed as a result of Florida Cuttings’ response to the Richard’s protest. Mr. Espino asked the Board to reject the staff recommendation and allow The Goode Companies to negotiate the contract.

After such comments, Commissioner Valeche asked Mr. Pellowitz if Florida Cuttings is a woman owned business, and if Florida Cuttings provided adequate financial information, to which Mr. Pellowitz responded yes. Although Mr. Pellowitz further noted that the Staff disputes any allegation that Florida Cuttings did not provide the required financial information, and that Florida Cuttings passed the financial requirements for the RFP, Mr. Pellowitz acknowledged that the Board had the authority to question the Staff recommendation or reject it entirely.

From that point forward, counsel for the Goode Companies continued its attack on Florida Cuttings’ financials, and was joined by Mayor Bernard, who called Mr. Vittiello to the podium for questioning. Vice Mayor Kerner advised Mr. Vittiello that he could answer questions in his discretion. Out of a concern for transparency, Mr. Vittiello voluntarily chose to answer the Board’s questions. Vice Mayor Kerner stated that he would allow a “wide leash” for questioning so that all the commissioners could ask all the questions they wanted.

Although Mr. Pellowitz maintained his position that SWA Staff found that Florida Cuttings was properly certified by the State of Florida as a woman owned business, that no evidence had been submitted to rebut the legitimacy of that State certification, that the SWA Staff properly relied on that State certification, and that Florida Cuttings met all of the requirements of RFP 19-203, including the financial requirements, a viewing of the video leads to the conclusion that Mayor Mack Bernard and Commissioner McKinlay had already concluded otherwise.

For approximately 25 minutes, Mayor Bernard repeatedly cross examined Mr. Vittiello on the Florida Cuttings’ Sunbiz filings for 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, and 2018, and the changes in the corporate officers listed in the Sunbiz reports from year to year. At one point, Mayor Bernard asked “what did you tell the State in 2009? I’ll tell you . . .” Mayor Bernard thereafter stated that he had “every year here . . . let’s go into the details . . .,” referring to all the Sunbiz reports he apparently had in front of him. Mr. Vittiello, caught by surprise, stated on several occasions that that he did not understand the purpose of the questions because Florida Cuttings had been certified by the State of Florida as a woman owned business for five years before.
the bid was submitted, that the business was a family owned business for nearly 40 years, that that his mother, Ms. Camille Vitiello, purchased the business on her own in 2006, and that his mother operated Florida Cuttings as a woman owned business in Palm Beach County for the last ten years. Although he did his best to answer the questions repeatedly posed by Mayor Bernard, it is clear from the video that Mr. Vitiello was not prepared for such vigorous and detailed cross examination. Nor should he have been, because the meeting was only noticed for a regular SWA Board meeting, not a fact finding or evidentiary hearing.

Although counsel for the Board and Vice Mayor Kerner commented that Sunbiz filings are not dispositive of the issue of corporate ownership of Florida Cuttings, Mayor Bernard persisted, asking if the Board had Florida Cuttings’ stock certificates to show proof of corporate ownership. Mr. Vitiello said that he would be happy to provide the stock certificates because they showed that as a result of a stock transfer that occurred prior to the bid submission, Camille Vitiello transferred her majority interest to Ms. Morgan Greenwood Neely, a female, so that the company was owned 49% by Camille, and 51% by Ms. Neely. However, later in the hearing, even more questions were raised by Mayor Bernard and Commissioner McKinlay about the timing of the stock transfer and whether Florida Cutting was a legitimate woman owned business or a “sham.”

Beginning at approximately the 1:34:00 mark, when Commissioner McKinlay asked Mr. Vitiello if Ms. Neely, the 51% owner of Florida Cuttings, was Mr. Vitiello’s fiancée, he responded yes. In response, Commissioner McKay stated flippantly, “this is the absolute type of nonsense I was afraid was going to happen.” She thereafter turned to Mayor Bernard and asked, if when implementing the MWBE program, his intent was to allow companies to shift ownership so they could “check boxes.” Mayor Bernard responded that the intent behind the MWBE program was to make sure a “real” woman owned business could get the opportunity to bid on a contract, not a “shell corporation by a white male business, but a woman owned business,” and that “this is just the reason why we try to increase opportunities for woman owned businesses in this county.” Commissioner McKinlay thanked Mayor Bernard and said that is why she supported him, prompting Mr. Vitiello to ask for a chance to respond.

After Vice Mayor Kerner said that he wanted to give Mr. Vitiello a chance to “defend” himself, Mr. Vitiello said that if he knew there was a protest on the table, he would brought Florida Cuttings’ principals to the meeting. Mr. Vitiello continued by noting that his mother Camille had run the small business for 40 years, that all the money that was invested in the company when it started was hers, and that it was extremely disappointing to hear such disparaging comments by the Board.

Vice Mayor Kerner thanked Mr. Vitiello for his “passionate response,” to which Commissioner McKinlay stated that “we” wanted a true woman minority small business to receive these contracts, that she was not trying to disparage anyone, that she just wanted the lowest bid, and that what she saw on paper “did not match up.” Commissioner McKinlay emphasized the Board’s “responsibility to the taxpayers to make sure their dollars are spent fairly and with the intent of why we established this program.”

Upon questioning by Commissioner Weiss, Mr. Pellowitz stated that the financial requirements for Area 6 were intentionally relaxed to allow start-ups or near start-ups to bid on
the contract because start-ups and minority and women owned business often can’t compete with bigger businesses, that there are penalties if a company submitted false evidence of its state certification as a woman owned business, as has been alleged at the meeting, and that Florida Cuttings is a woman owned business and a current subcontractor for other haulers on SWA contracts. Mr. Pellowitz stated that the Staff recommendation was unchanged as a result of what he had heard.

Beginning at approximately the 1:45:44 mark, the Board permitted Mr. Goode of The Goode Companies to speak. During his public comments, he also questioned the legitimacy of Florida Cuttings financial operations and financial submissions for the RFP, the authenticity of its bid, the fact that Florida Cuttings secured its bid with a cashier’s check for $800,000.00 instead of a bid bond. Mr. Goode even commented negatively on Florida Cuttings’ ability to perform the contract because it is such a small business that had not even been in operations before 2018.

Mr. Goode’s comments are particularly disturbing for two reasons. First, they fly in the face of the rationale behind the Authority’s decision to relax the financial reporting requirements for the Area 6 RFP. As noted previously, Mr. Pellowitz stated that the financial reporting requirements for the RFP were intentionally relaxed to allow start-ups or near start-ups to be able to bid on the contract because oftentimes start-ups and women and minority owned business are not able to financially compete with the bigger more established companies.

Second, Mr. Goode’s business is neither a local business nor a small business. He stated himself in his public comments that he is from the Washington DC area, that he lived in Miami for 10 years, and that after recently visiting Palm Beach County, he decided he would like to move to Palm Beach County to expand his business. **His stated that business operates more than 150 units and he employees more than 400 people**, offering them all good benefits, including retirement packages. Mr. Goode’s comments demonstrate that The Goode Companies are not a small business, and for that reason alone, the Board should have rejected not only his bid, but his untimely protest to Florida Cuttings’ bid.

At approximately 2:22:00 mark in the video, the Board began its nearly 30 minute long open discussion of RFP 19-203. Mayor Bernard moved to award the RFP to The Goode Companies, rejecting the Staff recommendation. In so doing, Mayor Bernard noted that Florida Cuttings is a “**sham operation that is not a woman owned business**” based on the Sunbiz filings which showed that Florida Cuttings has been a white male business run by Stephen Vitiello since 2017, that the stock transfer from Camille Vitiello to Ms. Neely was a sham because Mr. Vitiello was running the company, and that the contract should be awarded to a true minority WBE. Commissioner McKinlay seconded the motion.

After those comments by Mayor Bernard, Commissioner Valeche raised concerns about possible litigation based on Mayor Bernard’s motion in light of the fact that Florida Cuttings met all the requirements of the RFP and was the low bidder. Similarly, Vice Mayor Kerner attempted to distance himself from Mayor Bernard’s comments, stating that the use of the term “sham” was his own comment, not the Board’s. Commissioner Valeche also questioned whether a vote in favor or Mayor Bernard’s motion would be an endorsement of his view. Counsel for the Board cautioned that if the Board decided to vote against the Staff recommendation, it needed to put its
reasons on the record. Commissioner McKinlay again expressed her view that the intent of the MWBE program should be used to benefit The Goode Companies. Subsequently, Mayor Bernard stated that The Goode Companies was qualified to do the work and that Florida Cuttings was not. Mayor Bernard’s motion carried by a vote of 4-3, with Commissioners Valeche, Weiss, and Weinroth dissenting. A copy of SWA Resolution No. 2019-01 is attached hereto as Exh. 12.

During the course of the hearing, only Commissioner Valeche, Mr. Pellowitz, and to some extent Vice Mayor Kerner, raised any genuine concern for due process. Commissioner Valeche and Mr. Pellowitz observed that Florida Cuttings had already followed the proper procedures when submitting its bid on RFP 19-203, and that the Board should be careful about opening up new investigations at this stage of the proceedings. Mr. Pellowitz also noted that although the Board has the discretion to award the RFP to any party it wants, the Board has a protest procedure in place to keep the process orderly and to ensure that the Board decision is not based on allegations that cannot be substantiated.

Argument
The Authority’s Actions Deprived Florida Cuttings, Inc. of Due Process

It is well settled that due process entails the right to fair notice and to be heard in a meaningful way. Due process entails more than the right to be present and to speak. The concept of due process is flexible and should change according to the circumstances. The Florida Supreme Court has observed:

... Procedural due process requires both fair notice and a real opportunity to be heard. See id. As the United States Supreme Court explained, the notice must be “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. The notice must be of such nature as reasonably to convey the required information, and it must afford a reasonable time for those interested to make their appearance.” Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 314, 70 S.Ct. 652, 94 L.Ed. 865 (1950) (citations omitted). Further the opportunity to be heard must be “at a meaningful time and in a meaningful manner.” Mathews v. Eldridge, 424 U.S. 319, 333, 96 S.Ct. 893, 47 L.Ed.2d 18 (1976); accord Fuentes v. Shevin, 407 U.S. 67, 80, 92 S.Ct. 1983, 32 L.Ed.2d 556 (1972) (stating that procedural due process under the Fourteenth Amendment of the United States Constitution guarantees notice and an opportunity to be heard at a meaningful time and in a meaningful manner).

The specific parameters of the notice and the opportunity to be heard required by procedural due process are not evaluated by fixed rules of law, but rather by the requirements of the particular proceeding. See Gilbert v. Homar, 520 U.S. 924, 117 S.Ct. 1807, 138 L.Ed.2d 120 (1997); see also Mullane, 339 U.S. at 313, 70 S.Ct. 652 (stating that notice and opportunity for hearing need only be appropriate to the nature of the case). As the Supreme Court has explained, due process, “unlike some legal rules, is not a technical concept with a fixed content...

Keys Citizens For Responsible Government, Inc. v. Florida Keys Aqueduct Authority, 795 So. 2d 940, 948 (Fla. 2001).

See also See Zelman v. Zelman, 175 So. 3d 871, 878 (Fla. 4th DCA 2015) ("The right to be heard at an evidentiary hearing includes more than simply being allowed to be present and to speak. Instead, the right to be heard includes the right to introduce evidence at a meaningful time and in a meaningful manner.") (citing Vollmer v. Key Dev. Props., Inc., 966 So. 2d 1022, 1027 (Fla. 2d DCA 2007)). See also State, Dept. of Financial Services v. Branch Banking and Trust Co., 40 So. 3d 829, 833 (Fla. 1st DCA 2010) (same) (citations omitted).

Here, Florida Cuttings was deprived of the right to adequate and proper notice of the Board’s action and the right to be heard in a meaningful way.

With regard to adequate notice, the February 13, 2019, meeting was noticed for only a general SWA board meeting, and the agenda reflected that Florida Cuttings was ranked as the top bidder on RFP 19-203. Two days before the meeting, on 2/11/19, Ms. Saundra Brady of the SWA sent an email, attaching correspondence between Mr. Pellowitz and The Goode Companies. Based on that email and attached correspondence, Florida Cuttings was lead to believe that The Goode Companies untimely “expression of concern” letter was being deemed an untimely protest that would not be considered at the Board meeting. As a result, Florida Cuttings’ representative attended the meeting fully prepared to sign a contract with the SWA because the Staff recommended as such.

Florida Cuttings was not provided with any notice that the merits of its RFP submission would be challenged, or that the Board would consider rejecting the recommendation of the SWA Staff at the February 13, 2019 meeting. As a result, when Mr. Vitiello appeared at the hearing, he was completely surprised by the extensive, pointed cross examination to which he was subjected in that public forum.

Florida Cuttings was also deprived of the right to be heard in a meaningful way. Although Florida Cuttings was provided with the opportunity to be heard, that opportunity was itself, in the words of Mayor Bernard, a “sham.” Because Florida Cuttings was not provided with proper notice of the scope of the SWA Board meeting, or the fact that the Board was considering rejecting SWA Staff’s recommendation, it cannot be said that Florida Cuttings was provided with a meaningful opportunity to be heard. As noted above, Florida Cuttings was not prepared to provide answers to the detailed questions posed by certain members of the Board. While it may be true that Florida Cuttings would never be able to persuade Mayor Bernard and Commissioner McKinlay, it cannot be disputed that Florida Cuttings should have at least been presented with the opportunity for a meaningful opportunity to be heard. Florida Cuttings was denied that basic right.
In light of the above, Florida Cuttings, Inc. requests the Authority to provide it with a final opportunity to attend a properly noticed hearing whereat Florida Cuttings will be permitted to present and defend its qualifications to enter into a contract with the SWA for RFP 19-203 for Area 6, and to answer any questions the Authority may have with regard to its qualifications, financial ability to perform the contract, company ownership, and its Florida state certification as a woman owned small business.

Evidence Supports the Staff Recommendation of Florida Cuttings Over The Goode Companies of Florida

As noted above, and as noted by Mr. Pellowitz at the February 13, Board meeting hearing, Florida Cuttings met all the requirements of RFP 19-203. Florida Cuttings’ RFP submission, and Florida Cuttings’ response to the protest by Richard’s Disposal shows that it met all of the RFP financial requirements, that it is a State certified woman owned small business, and that it is fully able to perform the work under the contract at the lowest price. See Exhs. 1-4, 5, 6, 7, 10, 11.

The Authority’s Decision Will Harm the Taxpayers of Palm Beach County

The irony of the Board’s decision cannot be ignored. There is no avoiding the fact that the Authority’s decision to vote in favor of rejecting the Staff recommendation and allowing the Executive Director to enter into negotiations with The Goode Companies will harm the taxpayers of Palm Beach County.

By voting in favor of allowing the Executive Director of the Authority to enter into negotiations with the Goode Companies of Florida, the Board voted in favor of a contract that will result in a $7.00 monthly increase to the taxpayers, for a total increase of more than $7 million over the course of the contract. Not only is the total contract amount shocking, but voting to take away that contract from a duly certified, longstanding, local small business who has already been working as an approved SWA subcontractor for other SWA approved haulers, and award it to a large “Washington DC area” corporation that has never done business in this community is all the more shocking, because the RFP was written to favor local, small, women or minority owned businesses. See RFP 19-203, Part III, Proposal Submission Requirements, section 2.8, Small/Minority/Women Business Enterprise (S/M/WBE) Participation; Part III, Proposal Submission Requirements, section 2.8.1; Part III, Proposal Submission Requirements, section 2.8.4; Part IV, Proposal Evaluation and Award, section 2, section 3, and Table 2; Part V, Proposal Forms 5 and 6.

The Goode Companies is Unable to Meet the Certification Requirements of the State of Florida as a Small Woman or Minority Owned Business

Perhaps the decision of the Board could be justified if The Goode Companies could demonstrate that it has been duly certified by the State of Florida as a small woman or minority owned business. However, The Goode Companies is unable to do so.
The State agency from which Florida Cuttings has obtained its certification as a woman owned business is the Office of Supplier Diversity within the Florida Department of Management Services. A copy of Florida Cuttings’ duly issued certificate, valid from November 26, 2018, through November 26, 2010, is attached in Composite Exh. 6.

As noted on the Florida Department of Management Services website, the minimum eligibility requirements for certification through the Florida Department of Management Services, Office of Supplier Diversity, are:

**Eligibility Requirements**

Below are the minimum eligibility requirements necessary to become a woman-, veteran- or minority-owned Florida Certified Business Enterprise (CBE). If you meet these requirements, please submit the required supporting documentation to the Office of Supplier Diversity for review.

Your business must meet the following eligibility requirements:

- Be legally registered to do business in Florida as a for-profit organization (registration through the Department of State).
- Be based in Florida.
- Be owned and managed by a resident(s) of Florida.
- Be 51 percent owned and managed by a woman, veteran or minority who is a U.S. citizen or permanent resident alien.
- Be engaged in commercial transactions (currently doing business).
- Be registered in MyFloridaMarketPlace.
- Have a net worth of less than $5 million.
- **Have 200 or fewer full-time permanent employees.**
- Have a professional license, if required by the industry, in the name of the woman, veteran or minority business owner.


As noted by Mr. Willie Goode in his comments at the February 13, 2019, meeting, his company is so large and successful that he has a fleet of over 150 trucks, employs more than 400 people, and offers generous retirement plans. Because he employs more than 200 people, The Goode Companies is ineligible for State certification for that reason alone.

Upon belief, The Goode Companies may have obtained certification from a group known as the National Minority Supplier Development Council. However, that group is a private organization that will issue an MBE certification upon the mere payment of $3,000.00, basic records relating to the business, and the submission of a copy of a valid passport. However, and most importantly, unlike the State of Florida Office of Supplier Diversity, certification from the National Minority Development Council is not limited to businesses that employ fewer than 200 people. See http://www.nmsdc.org/; http://www.nmsdc.org/mbes/mbe-certification/.
At the February 13, 2019, Mr. Pellowitz stated that the financial requirements for RFP 19-203 for Area 6 were intentionally relaxed to allow start-ups or near-start-ups to compete for the contract. Moreover, RFP 19-203 explicitly calls for the contract to be awarded to a small woman or minority owned business. See RFP 19-203, Part III, Proposal Submission Requirements, section 2.8, Small/Minority/Women Business Enterprise (S/M/WBE) Participation; Part III, Proposal Submission Requirements, section 2.8.1; Part III, Proposal Submission Requirements, section 2.8.4; Part IV, Proposal Evaluation and Award, section 2, section 3, and Table 2; Part V, Proposal Forms 5 and 6.

Based on Mr. Goode’s public comments, The Goode Companies is neither a start-up nor a near-start up small business because he admits that his company operates 150 trucks and employs more than 400 people. His company’s corporate filings for the State of Maryland also show that his company has been operating since 1991. See https://egov.maryland.gov/BusinessExpress/EntitySearch/BusinessInformation/D03329943. See also https://egov.maryland.gov/BusinessExpress/EntitySearch/BusinessInformation/D03329943.

For the reasons noted above, the decision contained in SWA Resolution No. 2019-01, signed on February 13, 2019, should be reversed.

At this time, Florida Cuttings, Inc. respectfully requests the opportunity to attend a duly noticed hearing whereat it will be allowed fifteen minutes to present its qualifications to enter into a contract with the SWA for RFP 19-203 for Area 6, and to answer any questions the Authority may have with regard to its qualifications, financial ability to perform the contract, company ownership, and valid WMBE certification status.

In addition, prior to awarding any contract in connection with RFO 19-203 to The Goode Companies, Florida Cuttings asks the Authority to take the time to fully investigate and determine whether The Goode Companies meets the eligibility criteria to be certified by either the Florida Dept. of Management Services, Office of Supplier Diversity, or any other State agency as a minority owned small business, and whether an award of the contract to The Goode Companies would violate the Affirmative Procurement Initiatives (API) and the SWA Equal Business Opportunity (EBO) Program encompassed in RFP 19-203. See RFP 19-203, Purchasing Manual, Sec. 6.4.F Equal Business Opportunity Program, Program Administration and sec. 6.4.F.2 (EBO Office Duties and Responsibilities).

By submitting this appeal, it is hoped that further litigation can be avoided. Any future litigation will necessarily involve depositions and the use of any public records showing all communications and government issued cell phone records of all members of the Board and their Staff, the Authority and Authority staff, regarding RFP 19-203 for Area 6 during the “Cone of Silence.”

Moreover, while it may be that the Authority has wide discretion in soliciting and accepting bids for public improvements, as a result of the November 2018 elections, the Florida Constitution has been amended to provide that any decision by the Authority will now be reviewed on a de novo basis in the Circuit Court. See Article II, section 26-40(3)(d) of the Palm Beach County Code
(providing that review of the franchise award may be had by certiorari relief in the circuit court); 

Respectfully Submitted,

/s/ Donna L. Eng
Donna L. Eng
Florida Bar No.: 115673
MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.,
1000 S.E. Monterey Commons Blvd
Suite 306
Stuart, FL 34996
Telephone: (772) 221-7757
Facsimile: (772) 781-6886
deng@mrachek-law.com (primary)
lechristian@mrachek-law.com (secondary)
plewis@mrachek-law.com (secondary)

Counsel for Florida Cuttings, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing document has been sent by overnight delivery 
by Federal Express to: The Solid Waste Authority Board of Palm Beach County, Attention: Vice 
Mayor Kerner and Board Members, 7501 North Jog Road, West Palm Beach, FL 33412, on 
March 14, 2019.

/s/ Donna L. Eng
Donna L. Eng
MEMORANDUM

TO: Vice Mayor Dave Kerner, Chair
and Solid Waste Authority Board Members

SUBJECT: Disposal Assessment Program

RECOMMENDATION: Staff presentation

BACKGROUND:

The Special Act (Chapter 75-473, Laws of Florida, as amended) created the Solid Waste Authority of Palm Beach County and authorized the enactment of a countywide non-ad valorem special assessment as the primary funding source for the Authority.

The assessment provides a stable predictable revenue stream to meet the Authority’s debt service and operational obligations, currently providing approximately 63% of disposal system revenues.

The residential assessment was implemented in 1990 and the commercial assessment the following year. The Authority subsequently conducted new waste generation studies amending the rate structure in 1998. These assessments are applicable to all residential, commercial, and governmental properties, and are based on the potential of each category of property to generate solid waste.

The presentation will provide an overview of the Authority’s disposal assessment process.

BUDGET IMPACT: None.
ATTACHMENTS: Disposal Assessment PowerPoint Presentation.

REVIEWS:

Director: [Signature], Date: 3/25/19

Director of Contract Compliance: [Signature], Date: 

Chief Officer: [Signature], Date: 

Chief Finance Officer: [Signature], Date: 3/25/19

Legal Counsel: [Signature], Date: 

Executive Director: [Signature], Date: 3/25/2019

DISPOSAL ASSESSMENT
Total Budget

Less: Other Revenues

Assessable

48% Residential Tons

Residential

- Single Family Home Assessment
- Multi Family Assessment
- Mobile Home Assessment

Commercial

- Tipping Fees
- Assessments

52% Commercial Tons

- Low Generator
- Medium Generator
- High Generator
RESIDENTIAL
100% OF DISPOSAL COST COUNTY WIDE
PAID THROUGH NON-AD VALOREM ASSESSMENT ON PROPERTY TAX

COMMERCIAL
APPROXIMATELY 70% OF DISPOSAL COST
REMAINING 30% COMES FROM TIPPING FEES, ELECTRIC REVENUE,
RECYCLING REVENUE, INTEREST INCOME AND OTHER MISCELLANEOUS SOURCES
PAID THROUGH NON-AD VALOREM FEE ON PROPERTY TAX

GOVERNMENTAL
BASED ON LEVEL OF SERVICE
BILLED IN HOUSE BY FINANCE
RESIDENTIAL
ASSESSMENT
SINGLE FAMILY HOME

- GARBAGE = 1.10 TONS PER YEAR = $46.20
- VEGETATION = 0.85 TONS PER YEAR = $25.50

- DISPOSAL CREDITS FORMULAS
  SOLID WASTE
    1.10 TONS X RESIDENTIAL UNITS
  VEGETATION
    0.85 TONS X RESIDENTIAL UNITS
RESIDENTIAL ASSESSMENT
TOTAL AMOUNTS

SINGLE FAMILY HOMES - $175.00

MOBILE HOMES - $167.00

MULTI FAMILY - $98.00

RESIDENTIAL PROPERTIES
## ESTIMATED ANNUAL RESIDENTIAL CREDITS

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COMMERCIAL ASSESSMENT
BASED ON SQUARE FOOTAGE AND USE OF STRUCTURE

SQUARE FOOTAGE \times $ DISPOSAL FEE

= $ AMOUNT ASSESSED
CATEGORIES

- HIGH - $1.068
- MEDIUM - $0.197
- LOW - $0.075
- NON-GENERATING - $0.011
HIGH GENERATORS

- RESTAURANTS
- COLD STORAGE
- CONVENIENCE STORES
- NIGHTCLUB
- BARS
- SUPERMARKETS
- CATERING BUSINESS
- FRUIT STANDS
MEDIUM GENERATORS

- AIRCRAFT HANGERS
- ARENAS
- BARNs
- BOWLING ALLEYS
- BANKS
- CLUBHOUSES
- DORMITORIES
- DRUGSTORES
- SCHOOLS
- LIBRARIES
- GARAGES
- HOSPITALS
- HOTELS
- WAREHOUSES
- MEDICAL OFFICES
- OFFICES
- SHOPPING CENTERS
- STORES
- THEATER
- DEALERSHIPS
LOW GENERATORS

- AUDITORIUMS
- CHURCHES
- STORAGE WAREHOUSES
- MORTUARIES
- PARKING STRUCTURES
- VEHICLE STORAGE
NON-GENERATORS

- RESTROOMS
- GUARD SHACKS
- CABANAS
- PUMP HOUSES
- EQUIPMENT STORAGE
GOVERNMENTAL ASSESSMENT
CALCULATION

#OF CONTAINERS X CUBIC YARDS X NUMBER OF PICK UPS PER WEEK =
TOTAL AMOUNT OF CUBIC YARDS PER WEEK

TAKE TOTAL CUBIC YARDS PER WEEK X 52 WEEKS =
TOTAL CUBIC YARDS PER YEAR

CONVERT TOTAL CUBIC YARDS TO TONNAGE
(CUBIC YARDS PER YEAR X 0.67)

TOTAL ANNUAL TONNAGE X $138.00
EXAMPLE

1 CONTAINER X 8 CUBIC YARDS X 1 PICK UP PER WEEK = 8 CUBIC YARDS

8 CUBIC YARDS PER WEEK X 52 WEEKS = 416 ANNUAL CUBIC YARDS

416 TOTAL CUBIC YARDS PER YEAR X 0.67 = 27.87 ANNUAL TONNAGE

27.87 ANNUAL TONNAGE X $138.00 = $3,846.06 ANNUAL DISPOSAL
MEMORANDUM

TO:        Vice Mayor Dave Kerner, Chair
            and Solid Waste Authority Board Members

SUBJECT:   Renewal of Contract No. 16-602 for Providing Professional
            Surveying and Mapping Services

RECOMMENDATION:  Authorize the Executive Director to execute a renewal with
            the Wantman Group for providing professional surveying
            and mapping services subject to legal sufficiency approval
            by General Counsel.

BACKGROUND:

The Authority entered into an agreement with the Wantman Group for professional
surveying and mapping services in July of 2016. These services are used on a routine basis
for surveying and mapping associated with the general operations and maintenance of SWA
facilities.

The original contract term in accordance with Board policy was for a three year period with
a three year renewal. Staff recommends extension of the agreement for three years as
outlined in the current agreement.

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

ATTACHMENTS: Contract Renewal
REVIEW:

Director: ___________________________ Date: 3/8/19

Director of Contract Compliance: ___________________________ Date:

Chief Officer: ___________________________ Date: 03/11/19

Chief Finance Officer: ___________________________ Date: 3/22/19
(as required)

Legal Counsel: ___________________________ Date: 3/27/19
(as required)

Executive Director: ___________________________ Date: 5/22/19

ITEM 9.E.1
Page # 2/3
AMENDMENT #1 TO THE AGREEMENT FOR
PROFESSIONAL SURVEYING AND MAPPING SERVICES AND ASSOCIATED ENGINEERING SERVICES
BETWEEN SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND WANTMAN GROUP, INC.
DATED THE 18TH DAY OF JULY 2016

This First Amendment dated the _____ day of ______, 2019, to Agreement No. 16-602 (the "Agreement"), between the Solid Waste Authority of Palm Beach County (hereinafter referred to as the "AUTHORITY") and Wantman Group, Inc. (hereinafter referred to as the "CONSULTANT").

Whereas, both parties desire to extend the term of the Agreement for three (3) additional years; and,

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

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

In accordance with Article 1 – Effective Date, the AUTHORITY and CONSULTANT mutually agree to extend the Agreement for the above written services for a term of three (3) years effective July 18, 2019 through July 17, 2022.

All other provisions of the Agreement for the services as written above dated the 18th of July 2016, shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, the Executive Director of the Authority has made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and Wantman Group, Inc. has executed this Amendment as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

By: ____________________________
   Daniel Pellowitz
   Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: ____________________________
   Howard J. Falcon, III
   General Counsel

APPROVED AS TO TERMS AND CONDITIONS:

By: ____________________________
   Name: __________________________
   Title: __________________________

WANTMAN GROUP, INC.:

By: ____________________________
   Name: __________________________
   Title: __________________________

(Affix Corporate Seal)

Approved by Authority Board on April 10, 2019, Item No. _____
March 18, 2019

MEMORANDUM

TO: Vice Mayor Dave Kerner, Chair and Solid Waste Authority Board Members

SUBJECT: Interlocal Agreement with Martin County to Accept Passenger Car Tires at the Authority's Renewable Energy Facilities

RECOMMENDATION: Authorize Executive Director to execute an Interlocal Agreement with Martin County Solid Waste Department to accept passenger car tires at the Authority’s Renewable Energy Facilities subject to legal sufficiency approval by General Counsel.

BACKGROUND:

Martin County Solid Waste Department (Martin County) has expressed an interest in delivering passenger tires to the Solid Waste Authority of Palm Beach County’s (Authority) Renewable Energy Facilities (REF). Martin County has proposed an average delivery of 375 tons per year of passenger tires. The current tipping fee is $35 per ton for whole passenger tires without rims.

Tires have a much higher heating value when compared with municipal solid waste (MSW) and is a desirable fuel at the Authority’s REFs. Staff recommends that the Board authorize the Executive Director to execute the Interlocal Agreement (ILA) with Martin County subject to legal sufficiency approval by General Counsel.

BUDGET IMPACT: None. The total additional revenue will be approximately $25,000 per year ($13,000 per year in tipping fees and $12,000 in electricity revenue).
ATTACHMENTS:  Letter of interest from Martin County dated March 12, 2019

REVIEWS:

Director: ____________________________, Date: ______________

Director of Contract Compliance: ____________________________, Date: ______________

Chief Officer: ____________________________, Date: 03/19/19

Chief Finance Officer: (as required) ____________________________, Date: ______________

Legal Counsel: (as required) ____________________________, Date: ______________

Executive Director: ____________________________, Date: 3/22/2019
March 12, 2019

Ramana Kari, P.E., BCEE
Chief Engineer
Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Fl. 33412

Re: Disposal of Tires

Dear Mr. Kari,

Martin County Solid Waste is interested in recycling its tires at the Solid Waste Authority of Palm Beach County. These tires are collected from customers at the Martin County Transfer Station, located at 9101 SW Busch Street, Palm City, Fl. 34994.

Martin County Solid Waste currently collects on average 375 tons per year of passenger tires. If approved, we would deliver an average of 31 tons of tires per month.

Please consider this formal request for the recycling of tires at your facility, generated from the Martin County Transfer Station. We look forward to developing a mutually beneficial relationship with the Solid Waste Authority of Palm Beach County.

If you have any questions regarding this request, please feel free to contact me at (772) 223-7942.

Sincerely,

[Signature]

Samuel Amerson, P.E.
Utilities & Solid Waste Director

Cc: Don Donaldson, Deputy County Administrator
Taryn Kryzda, County Administrator
Greg Schommer, Solid Waste Administrator
Nicole Carey, Purchasing Manager
March 18, 2019

MEMORANDUM

TO: Vice Mayor Dave Kerner, Chair
   and Solid Waste Authority Board Members

SUBJECT: Contract for Legal Services with Richard A. Zambo, P.A.,
   providing for Representation and Consultation on Matters
   Regarding Electrical Generation and Related Activities

RECOMMENDATION: Authorize Executive Director to execute an Agreement for
   Professional Services between Richard A. Zambo, P.A.,
   and the Solid Waste Authority of Palm Beach County
   (Authority) providing for legal services regarding electric
   utility agreements and regulations relative to the
   Authority’s power generation and transmission facilities,
   as detailed therein, subject to legal sufficiency approval
   by General Counsel.

BACKGROUND:

The Solid Waste Authority of Palm Beach County (Authority) generates electricity and
sells it to Florida Power and Light Company (FPL), a regulated utility. As such, the
Authority is subject to a number of regulations and contractual commitments. The
Authority has contracts with FPL for the purchase of power generated at its Renewable
Energy Facilities (REF), as well as for the interconnection to the FPL power grid. The sale
and purchase of power is further regulated by the Florida Public Service Commission
(PSC). Since 2007, the North American Electric Reliability Corporation (NERC) has been
authorized by the Federal Energy Regulatory Commission to exercise the legal authority
to enforce reliability standards with all users, owners, and operators of the bulk power
system in the United States and make compliance with those standards mandatory and enforceable. In addition, the Florida Reliability Coordinating Council (FRCC) has been delegated as the regional entity responsible for proposing and enforcing reliability standards in Florida.

The legal and regulatory issues associated with these combined and overlapping jurisdictions result in an area of legal practice that requires highly specialized knowledge and experience not typical of an attorney working for local government.

As an experienced attorney and a Florida-registered Professional Engineer, Richard Zambo has provided legal services in these matters for the Authority, and his current contract is expiring on May 31, 2019. Past services provided to the Authority have included participating in the development of the Determination of Need, Power Purchase Agreement, and Interconnection Agreement for Renewable Energy Facility No. 2 (REF-2) as well as the renewal of the Power Purchase Agreement and Interconnection Agreement for Renewable Energy Facility No. 1 (REF-1).

Mr. Zambo provides review and consultation regarding rules developed by the State and Federal agencies regulating our electrical generation activities. He has assisted in the preparation and submittal of materials and comments to these agencies as part of their rulemaking processes.

Staff recommends the Board authorize the Executive Director to execute an Agreement for Professional Services between Richard A. Zambo, P.A., and the Solid Waste Authority of Palm Beach County providing for legal services regarding electric utility agreements and regulations relative to the Authority’s power generation and transmission facilities.

**BUDGET IMPACT:** The contract is administered on an hourly rate basis budgeted at $50,000 per year. Funds are available in the accounts for legal and contractual services within the Board-approved Authority budget.

**ATTACHMENTS:** Agreement for Professional Services between Richard A. Zambo, P.A., and the Solid Waste Authority of Palm Beach County
REVIEWS:

Director: [Signature], Date: 3/19/19

Director of Contract Compliance: [Signature], Date: 3-25-19

Chief Officer: [Signature], Date: 3/19/19

Chief Finance Officer: [Signature], Date: 3/22/19

(as required)

Legal Counsel: [Signature], Date: 3/27/19

(as required)

Executive Director: [Signature], Date: 3/22/19
AGREEMENT FOR

PROFESSIONAL SERVICES

BETWEEN

THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

RICHARD A. ZAMBO, P.A.

AGREEMENT NO.
19-XXX
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Agreement No. 19-XXX
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made and entered into as of _____________, 2019, by and between Solid Waste Authority of Palm Beach County, a dependent special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and Richard A. Zambo, P.A. (hereinafter referred to as ATTORNEY), a Florida Corporation, whose Federal Employer ID Number is 59-2088596:

Whereas, AUTHORITY desires to employ the services of the ATTORNEY for the purpose of providing professional services, representation, advocacy and consultation to the AUTHORITY in connection with various matters of interest before, and the presentation of information and concerns to, public and private entities relating to the regulation, purchase, production, transmission and sale of electricity in the State of Florida, including compliance with applicable reliability standards associated with the ongoing and future operations of various facilities; and,

Whereas, the CONSULTANT has demonstrated his expertise in these areas by providing such services to the AUTHORITY under previous Agreements for Professional Services; and,

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

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be April 11, 2019.

The Term of the Agreement shall be for a three (3) year period commencing on 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 AUTHORITY, at the same terms and conditions. Extensions of the Agreement beyond the initial period, and any option subsequently exercised, is an AUTHORITY prerogative, and not a right of the ATTORNEY. This prerogative will be exercised only when such continuation is clearly in the best interest of the AUTHORITY, Any such extension beyond the three (3) year option period shall be in the form of a written Amendment to the Agreement executed by both parties.

ARTICLE 2 - SERVICES TO BE PERFORMED BY ATTORNEY

ATTORNEY 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 (Services). Such authorizations, which will be referred to as Consultant Services Authorizations (CSA), shall each set forth the specific services required, the amount of compensation, and the completion date.

ARTICLE 3 - COMPENSATION

3.1 The AUTHORITY shall pay ATTORNEY in accordance with the Fee Schedule, attached hereto and made a part hereof as Exhibit B.

3.2 In addition, the parties may negotiate a lump sum or not-to-exceed amount on a per-project basis on an individual CSA. Invoices must reference the current Agreement or CSA number.

3.3 ATTORNEY shall submit a monthly invoice for services rendered. Invoices shall include a statement of progress made regarding the project, a description of services rendered, and a breakdown of hours spent on the project.
3.4 Payment of invoices shall be due and payable within thirty (30) days after receipt of a correct, fully documented invoice. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attn: Accounts Payable c/o Mary Schultz

3.5 ATTORNEY will clearly mark its final/billable billing with the words "Final Invoice", certifying that all services have been fully performed under this Agreement and that all charges and costs have been invoiced to the AUTHORITY. Thereupon, this account will be closed and any additional charges or costs, not included in the final invoice, shall be waived by ATTORNEY.

3.6 REIMBURSABLE

ATTORNEY shall be reimbursed up to the not-to-exceed amount identified on each CSA. Reimbursable expenses mean the actual expenses expected to be incurred by the ATTORNEY in connection with the work performed under this Agreement. All reimbursable expenses will be estimated up front at the time of negotiating each CSA. All requests for payment of reimbursable expenses eligible for reimbursement under the terms of the Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the AUTHORITY Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in each CSA.

ATTORNEY shall be reimbursed for the actual cost of sub-consultant(s) hired pursuant to the requirements set forth in Article 2.

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.

ARTICLE 4 - INSURANCE

4.1 During the performance of the Services under this Agreement, ATTORNEY 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 aggregate limits of not less than $2,000,000.

2. **Automobile Liability** Insurance with combined single 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 $500,000 for each accident; $500,000 for each disease.

4. **Excess Liability** (umbrella) Insurance with limits of not less than $2,000,000 aggregate.

5. **Professional Liability** Insurance with limits of not less than $1,000,000 per claim and $2,000,000 per annual 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 of insurance.
4.3 ATTORNEY 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 prior written notice has been made to the AUTHORITY. ATTORNEY shall include AUTHORITY as an additional insured on the General Liability and Automobile Liability insurance policy required by the Agreement.

4.4 Reserved.

4.5 ATTORNEY 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 ATTORNEY 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 ATTORNEY shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.

5.2 ATTORNEY warrants that all services shall be performed by skilled and competent personnel.

ARTICLE 6 - RESERVED

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 The ATTORNEY 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 ATTORNEY’S sole direction, supervision, and control. The ATTORNEY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ATTORNEY’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 ATTORNEY does not have the power or authority to bind the AUTHORITY in any promise, agreement, or representation other than as specifically provided for in this Agreement. The ATTORNEY shall not pledge the AUTHORITY’s credit or make the AUTHORITY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any other form of indebtedness. The ATTORNEY 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 ATTORNEY 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 professional manner and the Services shall be performed by skilled and competent personnel.

ARTICLE 9 - COMPLIANCE WITH LAWS

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

ARTICLE 10 - RESERVED

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 ATTORNEY. The ATTORNEY shall not be exempted from paying sales tax.
suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the ATTORNEY 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

AUTHORITY shall be responsible for providing access to information on hand required by ATTORNEY, including existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY.

ARTICLE 14 - DEFAULT

14.1 The AUTHORITY may, by written notice of default to the ATTORNEY, terminate the Agreement in whole or in part if the ATTORNEY 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 ATTORNEY, the AUTHORITY may procure goods and/or services similar to those terminated.

14.2 If it is determined that the ATTORNEY 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 ATTORNEY), 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 ATTORNEY, 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 ATTORNEY shall have the right to withdraw, without adverse action, from the entire Agreement.

15.2 Unless directed differently in the Notice of Termination from the AUTHORITY, the ATTORNEY 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 ATTORNEY shall terminate outstanding orders and/or subcontracts related to the terminated work.

15.3 Unless the ATTORNEY is in breach of this Agreement, the ATTORNEY shall be paid for services rendered through the date of termination.

15.4 This Agreement may be terminated by ATTORNEY upon thirty (30) days prior written notice to the AUTHORITY.

ARTICLE 16 - UNCONTROLLABLE FORCES

Neither the AUTHORITY, nor the ATTORNEY, 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. 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, GOVERNING LAW, AND VENUE

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, Florida. 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

As a condition of entering into this agreement, the ATTORNEY represents and warrants that it will comply with the AUTHORITY'S Commercial Nondiscrimination Policy as described under Section 6.3 of the AUTHORITY'S Purchasing Manual. As part of such compliance, the ATTORNEY 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 ATTORNEY retaliate against any person for reporting instances of such discrimination. The ATTORNEY 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 ATTORNEY 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 ATTORNEY 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.

ARTICLE 19 - WAIVER

A waiver by either the AUTHORITY or the ATTORNEY 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.

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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 ATTORNEY 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 ATTORNEY pertaining to the Services, whether written or oral.

ARTICLE 22 - MODIFICATION

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 23 - SUCCESSORS AND ASSIGNS

AUTHORITY and ATTORNEY each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement. ATTORNEY shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment, which may be granted or withheld by AUTHORITY in its sole and absolute discretion.

ARTICLE 24 - CONTINGENT FEES

The ATTORNEY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ATTORNEY 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 ATTORNEY, 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 ATTORNEY 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

ATTORNEY 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 obtained from the AUTHORITY or prepared for the AUTHORITY pursuant to this Agreement shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY in its sole discretion, except for ATTORNEY's notes and other documents that are protected by the attorney client or work product privilege. Nothing contained herein shall be deemed to be a waiver of the ATTORNEY's right to protect and keep confidential the documents, information, and other matters that constitute the ATTORNEY's work product.
27.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.

27.2 **DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:**

**IF THE ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES REGARDING THE ATTORNEY’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. 4210**  
**RECORDS CUSTODIAN@SWA.ORG**

27.3 The ATTORNEY 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/](http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/)) after completion or termination of this Contract. Upon AUTHORITY’S request, ATTORNEY 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.

27.4 Notwithstanding anything herein to the contrary, the ATTORNEY 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 AUTHORITY and the ATTORNEY must provide the records or allow access to the records within a reasonable time. An ATTORNEY 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 ATTORNEY 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 and following the completion of the Agreement if the ATTORNEY 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 ATTORNEY or keep and maintain public records to the AUTHORITY upon completion or termination of the Agreement; the ATTORNEY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ATTORNEY keeps and maintains public records upon completion of the Agreement, the ATTORNEY 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.

27.7 Failure of the ATTORNEY 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 ATTORNEY, 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 – WAIVER OF CONFLICT

29.1 ATTORNEY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any matter with the performance of the Services, as provided in the rules regulating the Florida Bar, Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. ATTORNEY further represents that no person having such conflict of interest shall be employed for said performance of the Services.

29.2 ATTORNEY shall promptly notify the AUTHORITY in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest, or other circumstance which may influence or appear to influence ATTORNEY’S judgment or quality of the SERVICES being provided. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that ATTORNEY 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 ATTORNEY. The AUTHORITY agrees to notify ATTORNEY of its opinion within thirty (30) days of receipt of notification by ATTORNEY. If, in the opinion of the AUTHORITY, the prospective business association, interest, or circumstance would not constitute a conflict of interest by ATTORNEY, the AUTHORITY shall so state in the notification and ATTORNEY shall at its option, enter into said association, interest, or circumstance and it shall be deemed not in conflict of interest with respect to the Services by the ATTORNEY under the terms of this Agreement.
29.3 There are no current conflicts of interest between the Parties. Should the AUTHORITY not renew this contract with the ATTORNEY and there are no pending matters in which the ATTORNEY is providing legal services to the AUTHORITY, then the AUTHORITY agrees to waive all conflicts of interest that may arise in the future.

ARTICLE 30 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person, electronically, 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: Raymond H Schauer, Director of Facility Contract Operations
Office No.: 561-640-4000 Ext. 4603 Fax No.: 561-640-3400 E-Mail: rschauer@swa.org

**AS TO ATTORNEY**

Richard A. Zambo, P.A.
2336 S.E. MacArthur Blvd., #309
Stuart, Florida 34996

Attention: Rich Zambo
Office No.: 772-225-5400 Email: richzambo@aol.com

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 or e-mail transmission is acceptable notice effective when received, however, any 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 ATTORNEY and AUTHORITY.

ARTICLE 31 - CONTRACT ADMINISTRATION

Services of ATTORNEY shall be under the general direction of Raymond H. Schauer, Director of Facility Contract Operations, or designee, who shall act as the AUTHORITY’S representative during the term of the Agreement.

ARTICLE 32 - KEY PERSONNEL

ATTORNEY 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. ATTORNEY shall have the right to use Associate Attorneys. The following personnel shall be considered key personnel:

Rich Zambo
Office No.: 772-225-5400
Email: richzambo@aol.com

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ARTICLE 33 - SCRUTINIZED COMPANIES

33.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ATTORNEY 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 ATTORNEY, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

33.2 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ATTORNEY 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 ATTORNEY, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

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 this Agreement, and no language in this Agreement should be construed or interpreted as creating a third party beneficiary.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
In Witness Whereof, the Solid Waste Authority of Palm Beach County and Richard A. Zambo, P.A. have executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

WITNESSES:

__________________________________________

__________________________________________

APPROVE AS TO LEGAL SUFFICIENCY

By: ____________________________

Howard J. Falcon, III
General Counsel

APPROVE AS TO TERMS AND CONDITIONS

By: ____________________________

__________________________________________

Signature

__________________________________________

Print Name

__________________________________________

Title

RICHARD A. ZAMBO, P.A.

Attest:

__________________________________________

Corporate Secretary

By: ____________________________

(Corporate Seal)

Witness:

Name:

1. ____________________________

Title:

2. ____________________________

Approved by Authority Board on ____________________________, Item No. __________

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ITEM 9.5.3

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Provide representation, advocacy, and consultation to the Solid Waste Authority of Palm Beach County regarding electric utilities and associated energy related regulatory agencies, Executive Branch agencies, regarding regulatory evaluation, approvals, determinations, permitting, exemptions, compliance, and enforcement activities associated with the current and future operations of various facilities including, but not limited to, electricity purchases, sales, interconnection of the Palm Beach Renewable Energy Facility #1 and Palm Beach Renewable Energy Facility #2.
FEESCHEDULE

Compensation for services rendered by ATTORNEY shall be as follows:

Rich Zambo $ .00/hour
Paralegal $ 70.00/hour

RATE