



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

Budget/Finance Consent Item #: 9.

**County Administrator's Report**

Date: 02/03/2011  
Issue: Recycling Collection Services Agreement PD 10-11.017  
From: Keith T. Wilkins, REP, Interim Bureau Chief  
Organization: Community & Environment  
CAO Approval: *Charles R. Oliver*

---

**RECOMMENDATION:**

Recommendation Concerning Recycling Collection Services Agreement PD 10-11.017 - Keith T. Wilkins, Community & Environment Interim Bureau Chief

That the Board take the following action concerning Escambia County's Office Recycling Program, PD 10-11.017:

- A. Authorize the County to piggyback off the Escambia County School District Recycling Collection Services Agreement, which was made and entered into as of the 26th day of August, 2010, (the effective date), between the Escambia County School District and West Florida Recycling, LLC, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II.
- B. Award a Contract to West Florida Recycling, LLC at no cost to the County, for collection and processing of County facility generated recyclables.

[Funding: N/A]

**BACKGROUND:**

Recycling Operations used to outsource the Office Recycling Program services for collection and processing of County facility generated recyclables. Several years ago, subcontracted services were not available at a reasonable market rate which led to the Division of Solid Waste Management (DSWM) managing the program internally. This new municipal contract is financially beneficial to the DSWM due to the cost avoidance in collection costs.

**BUDGETARY IMPACT:**

The contractor will provide all of the recycling collection and processing services at no cost. Initially all revenues from the sale of recyclable materials collected by the contractor from the County facilities shall belong to the contractor. At the time of annual renewal, the County and contractor will agree to discuss the possibility of a payment of up to \$0.01 per pound of collected recyclable materials from the contractor to the County. Revenues generated will be deposited to Fund 401 (Solid Waste Funds).

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

The Division of Solid Waste Management will be administering the contract

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is consistent with the Escambia County, FL Code of Ordinances, Chapter 46 Finance, Article II Purchases and Contract, Section 46-44 Application; Exemptions and Section 46-44.

**IMPLEMENTATION/COORDINATION:**

N/A

---

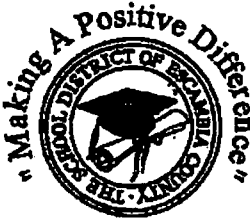
PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-15. Approval of Various Consent Agenda Items – Continued

9. Taking the following action concerning Escambia County's Office Recycling Program, PD 10-11.017 (Funding: N/A):
  - A. Authorizing the County to piggyback off the Escambia County School District Recycling Collection Services Agreement, which was made and entered into as of the 26th day of August, 2010 (the effective date), between the Escambia County School District and West Florida Recycling, LLC, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II; and
  - B. Awarding a Contract to West Florida Recycling, LLC, at no cost to the County, for collection and processing of County facility generated recyclables.
10. Approving the *Agreement between Escambia County Board of County Commissioners and Mervyn Leroy Simmons for the Management of the Lake Stone Campground Facility*, and authorizing the County Administrator to sign the Agreement (Funding Source: General Fund 001, Lake Stone Cost Center 220804 = \$10,200, paid via 12 equal, monthly installments of \$850, with housing and utilities provided).
11. Taking the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2010 Homeland Security Grant Program Award for the Citizen Corps and Community Emergency Response Team (CERT) Programs, allocating to Escambia County a Grant totaling \$20,951.00, for the period of August 1, 2010, through January 31, 2013:
  - A. Accepting the FDEM Award, allocating \$10,475.50 each for the Citizen Corps and CERT Grant Programs, to be identified in Fund 110, Other Grants and Projects, Cost Centers 330458 and 330430, respectively;
  - B. Authorizing the Chairman to sign the Grant Award Letter; and
  - C. Authorizing the County Administrator to execute the associated Grant Agreements.



**SCHOOL BOARD ATTORNEY**  
**DOCUMENT REVIEW AND APPROVAL FORM**  
**PURCHASING**

---

Department

**DATE SUBMITTED:** August 24, 2010

**DOCUMENT TITLE:** Recycling Collection Services Agreement  
**SCHOOL BOARD APPROVAL REQUIRED:** (x) NO ( ) YES **DATE:**

**SUMMARY DESCRIPTION OF PRODUCTS OR SERVICES PROVIDED:**

An annual agreement to provide the District with no-cost collection of recyclable materials from District sites.

**ISSUES OR CONCERNS:**

No real concerns, it looks straight forward. I can sign this correct?

**SUBMITTED BY:** John Dombroskie, Director of Purchasing

**SCHOOL BOARD ATTORNEY APPROVAL:**

Yes, As Is ( ) Yes, With suggested changes ( ) No, Please consult with attorney.

**Comments:**

ok for ~~Mr. Dombroskie~~ Mr. Dombroskie  
to sign

**Signature:**  **Date:** 9/1/10

**RECEIVED**  
 082410-2  
 AUG 24 2010

OFFICE OF THE GENERAL COUNSEL  
 SCHOOL BOARD OF ESCAMBIA COUNTY

## RECYCLING COLLECTION SERVICES AGREEMENT

This RECYCLING COLLECTION SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 26th day of August, 2010 (the "Effective Date"), by and between the Escambia County School District, a political subdivision of the State of Florida, (the "School District") and West Florida Recycling, LLC, a limited liability company (the "Contractor").

### RECITALS

*Harry Hoover - OWNER  
Daniel C. ... 251 232 ...*

**WHEREAS**, the Contractor operates a recycling collection business and desires to contract with the School District to collect recyclable materials from the School District's various properties and transport the recyclables to certain recycling centers; and

**WHEREAS**, the School District desires to enter into an exclusive agreement with the Contractor, in which the Contractor performs the recycling collection services for the School District under the terms and conditions of this Agreement.

### AGREEMENT

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and continue for a period of 5 years renewably annually by mutual consent of the parties, unless otherwise terminated as provided in Section 2 below. The Term may be extended by the mutual written agreement of the parties.
2. **Termination.**
  - (a) This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice.
  - (b) In the event either party breaches this Agreement, the non-breaching party may provide written notice to the breaching party requiring the non-breaching party to cure such breach. If the alleged breach has not been cured within 15 days of the breaching party's receipt of the notice of the breach, the non-breaching party may terminate this Agreement immediately by delivering a second notice to the breaching party.
3. **Recycling Services.** The Contractor shall provide the following services to the School District during the Term of this Agreement, and any extensions thereof (the "Services"):
  - (a) The Contractor agrees to be the exclusive provider of recycling collection services to the School District, which includes the collection and removal of all paper products, plastic products (except polystyrene), hard cover books, aluminum and tin products, and glass (collectively, the "Recyclable Materials") from School District locations.

- (i) Collection Locations may be added or removed during the Term of the Agreement upon written notice to the Contractor by the School District.
  - (ii) The acceptable list of Recyclable Materials may change during the Term of this Agreement due to various reasons. In the event that the list of acceptable Recyclable Materials do change, the Contractor will notify the School District.
- (b) The Contractor shall provide each Collection Location with recycle bins for the classrooms and offices at that Collection Location as requested by the School District. The Contractor will replace damaged or destroyed recycle bins as needed for the School District.
  - (c) The Contractor shall provide a dumpster to each Collection Location, which will be used as a central collection point for the Collection Location and must have truck access.
  - (d) The Contractor shall empty or replace the dumpster at each Collection Location on a weekly basis during the Term of this Agreement, except during times when the Collection Locations are closed due to School District holidays or vacations, in which case, the Contractor will empty or replace the dumpsters on an as needed basis.
  - (e) The Contractor agrees to comply with all local, state and Federal ordinances, laws, rules and regulations pertaining to the services to be performed hereunder.
4. Requirements of the School District. The School District shall be responsible for the following during the Term of this Agreement:
- (a) The School District will provide the Contractor with the number of recycling bins needed at each Collection Location.
  - (b) The School District shall provide a suitable space on the Collection Location property where the Contractor can place the dumpster.
  - (c) The School District shall dump the contents of the individual recycle bins into the dumpster prior to each collection.
  - (d) In the event that the Contractor notifies the School District of a change in the list of Recyclable Materials, the School District will be responsible for notifying the Collection Locations and changing any signage used in connection with the School District's recycling program.
5. Exclusive Collector. The Contractor, for the Term of this Agreement and in consideration of the services being provided herein, shall have the exclusive right to collect and haul all Recyclable Materials at each Collection Location for the School District. The School District shall strictly enforce this provision against any third party attempts to infringe on this exclusive right.

6. Service Costs. The Contractor will provide all of the Services to the School District at no cost. Initially all revenues from the sale of the Recyclable Materials collected by the Contractor from the School District shall belong to the Contractor. At time of annual renewal, the parties agree to discuss the possibility of a payment of up to \$0.01 per pound of collected Recyclable Materials from the Contractor to the School District.
7. Independent Contractor. The Contractor is and shall at all times be an independent contractor and shall not be deemed an employee or agent of the School District. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties.
8. Limitation of Liability. In no event shall the Escambia County School District be liable for any claims or liabilities arising from the services furnished by the Contractor under this agreement.
9. Miscellaneous.
  - (a) *Assignment.* This Agreement shall not be assigned by either party without the prior written consent of the other party.
  - (b) *No Waiver.* The failure of either party hereto to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.
  - (c) *Notices.* All notices, demands or requests required or permitted under this Agreement must be in writing, and shall be made by hand delivery, certified mail, overnight courier service, e-mail or facsimile to the address, e-mail address, or facsimile number set forth below, but any party may designate a different address or number by a notice similarly given to the other party.

If to the Contractor: West Florida Recycling, LLC  
8038 North Palafox Street  
Pensacola, FL 32504  
Attn: Larry Hoover  
Fax: 251-650-1742  
E-Mail: larry@westfloridarecycling.com

If to the School District at: Escambia County School District  
215 West Garden Street  
Pensacola, FL 32502  
Attn: John Dombroskie  
Fax: 850-469-6271  
E-Mail: jdombroskie@escambia.k12.fl.us

- (d) *Entire Agreement.* This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof. It supersedes any prior agreement or understandings among them with respect to the subject matter hereof, and it may not be modified or amended in any manner other than as set forth herein.
- (e) *Amendment.* This Agreement shall not be modified or amended except by written instrument signed by both parties.
- (f) *Severability.* If any provision of this Agreement is held to be invalid, void or unenforceable for any reason, it shall be construed to have the broadest interpretation that would make it valid and enforceable. Invalidity and unenforceability of one provision shall not affect the validity or enforceability of any other provision of this Agreement.
- (g) *Effect.* Subject to the assignment restrictions contained herein, this Agreement shall be binding, not only upon the parties hereto, but also upon their successors and assigns.
- (h) *Governing Law.* This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the law of the State of Florida without regard to the principles of conflicts of law.
- (i) *Counterparts.* This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or in PDF format via email and such facsimile or PDF signatures shall be deemed originals.
- (j) *Waiver of Trial by Jury.* TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER-CLAIM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.
- (k) *Required Enclosure.* The following document is attached, agreed to, and incorporated by specific reference:
- Escambia School District Risk Management Addendum (Regular): This document must be initialed and returned with the Agreement. Agreement will not be accepted if this form is not returned.

*[Signatures on the Following Page(s)]*

IN WITNESS WHEREOF, the parties have caused this Recycling Collection Services Agreement to be executed by their duly authorized representatives as of the date first above written.

**ESCAMBIA COUNTY SCHOOL DISTRICT**

By: *J. D. L.*  
Its: *Director of Purchasing*

**WEST FLORIDA RECYCLING, LLC**

By: *Gregg Hoover*  
Its: *President*

**ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)**

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

**A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:**

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

**B. REQUIRED INSURANCE:**

1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

2. If this agreement involves construction to be performed by the Signer, the above required comprehensive general liability and auto liability insurance shall be in an amount not less than \$1,000,000 and the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of an Owners and Contractors General Liability Insurance policy in the amount of \$1,000,000 according to the same terms, provisions, conditions and requirements described in paragraph B1 of this addendum. The named insured on the Owners and Contractors General Liability Insurance policy shall be the School Board.

3. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:

Kevin T. Windham, CFE, Director  
Risk Management  
Escambia School District  
215 West Garden Street  
Pensacola, FL 32502

Initials of each Signer:

03/16/10 Page 1 of 1