IMPORTANT NOTE - PLEASE READ

Section 24-93 Certificate of Insurance

Section 24-93 Certificate of Insurance documenting insurance policies in the Applicant's name as follows:

Automobile liability insurance with limits of not less than one million dollars ($1,000,000.00) combined single limit for bodily injury and property damage liability.

General liability insurance with limits of at least two million dollars ($2,000,000.00). Said limits may be a combination of basic and excess liability insurance. The City must be listed as an additional insured on the certificate.

Pollution liability insurance with limits of at least two million dollars ($2,000,000.00) if part of the general liability insurance or the licensee must carry a separate pollution liability policy with limits of at least one million dollars ($1,000,000.00).

City of Fort Lauderdale

Hauler License Application and Contractor Agreement

PUBLIC WORKS DEPARTMENT

SOLID WASTE MANAGEMENT

101 NE 3rd Ave, Suite 1400
Fort Lauderdale, Florida 33301

City of Fort Lauderdale Public Works Department

APPLICATION FOR ESSENTIAL MUNICIPAL SERVICE LICENSE

PRIVATE COLLECTOR

NEW ☐ RENEWAL ☐

Instructions For Completing Application

A. Please type requested information, print and sign.

B. All information must be supplied in full.

C. Corporate seal if applicable will be required on the Application.

D. An application fee of $25.00 and a license agreement fee of $1.00 is required and must be submitted with the completed application. Your application will not be processed until bank clearance. Checks should be made payable to City of Fort Lauderdale.

E. All required documents must be attached to the application, including a certificate of insurance naming the City of Fort Lauderdale as an additional insured.

F. Applicants must submit two (2) credit references, one from a local banking institution.

G. Applicants must have **NO** outstanding bills with the City.

H. Call Public Works / Solid Waste and Recycling located at (954) 828-5054, for additional information or help in filling out the Application. Applicable sections of Chapter 24 of the Code of Ordinances are available online at www.fortlauderdale.gov

RENEWAL INFORMATION

Company Name: _____

License Number: _____ **Expiration Date:** _____

SPECIAL INSTRUCTIONS FOR EXECUTING LICENSE AGREEMENTS

WHAT TO DO OF THE APPLICANT IS A SOLE PROPRIETORSHIP
(i.e., INDIVIDUAL or D/B/A) **AND NOT A COMPANY OR CORPORATION:**

1. Check the Sole Proprietorship box and supply the requested information.

2. This Application and Agreement **MUST** be executed by the owner of the business.
   Example: Title - Owner
   Joseph Rich

2. The Application and Agreement **MUST** be executed in the presence of two (2) unrelated witnesses.

4 No one signs on the "ATTEST" line and no corporate seal is required.

WHAT TO DO IF THE APPLICANT IS A COMPANY OR A CORPORATION:

1. Check the Partnership or Corporation box and supply the requested information.

2. One company officer such as the President, Vice President or Treasurer of the Company or Corporation, or one local managing officer MUST execute this Application and Agreement if there are 25 or more shareholders.

3. The Application and Agreement **MUST** be executed in the presence of two (2) unrelated witnesses.

4. The Secretary of the Company or Corporation **MUST** attest to the foregoing signature by signing on the line provided below the word "ATTEST".

5. The corporate seal **MUST** be affixed to the document.

Mail completed license Application and Agreement and supporting documents to:

City of Fort Lauderdale
Public Works - Sustainability Division
Attention: Stephanie McCutcheon
101 NE 3rd Ave, Suite 1400
Fort Lauderdale, Florida 33301
For questions, call Stephanie McCutcheon at 954-828-5054

Section 24-87 (1) (a)

Check Appropriate Box

☐ Sole Proprietorship

Name of Business: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ E-Mail: _____

Owner's Full Name: _____

Owner's Home Address: _____

City: _____ State: _____ Zip Code: _____

Operations Manager Name: _____

☐ Partnership

Name of Business: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ E-Mail: _____

Partner's Name Applying for License: _____

Operations Manager Name: _____

Name of Partners	Business Address	Business Phone

If limited partnership, qualify limits of each partner:

Name of Partners	Limits

☐ Corporation

Name of Business: _____

Physical Business Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ E-Mail: _____

Officer's Name Applying for License: _____

Operations Manager Name: _____

Title	Name	Business Address	Business Phone
President:			
Vice President:			
Treasurer:			
Secretary:			

Twenty-five or more shareholders; Managing officer shall be sufficient.

Manager's Name: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ E-mail: _____

Section 24-87 (1) (b)	Have there been any convictions of above-mentioned names?	YES ☐	NO ☐
	If yes, are records attached to Application?	YES ☐	NO ☐

Have official documents pertaining to the following been attached?

Section 24-87	Letter of Credit from Local Bank	YES ☐	NO ☐
	Letter of Credit (Financial Worthiness)	YES ☐	NO ☐
Section 24-87 (1) (d)	Proof of current incorporation in good standing	YES ☐	NO ☐
Section 24-87 (1) (a)	List from State of incorporation of all officers	YES ☐	NO ☐
Section 24-87 (1) (d)	If foreign corporation, information certifying that applicant is qualified to do business in the State of Florida	YES ☐	NO ☐
Section 24-87 (1) (d)	If fictitious name, proof of registration	YES ☐	NO ☐

Section 24-93 Certificate of insurance policies in the Applicants own name with the City listed as an additional insured, as follows:

$2,000,000/General Liability	YES ☐	NO ☐
$1,000,000/Combined single limit bodily injury and property damage liability	YES ☐	NO ☐

Section 24-87 (1) (c) Has Applicant operated a garbage can and trash collection removal business in this or another state under a (**Please check one):**

FRANCHISE	YES ☐	NO ☐
PERMIT	YES ☐	NO ☐
LICENSE	YES ☐	NO ☐

If so, has such Franchise, Permit, or License ever been revoked or suspended? (Please check one):

YES ☐ NO ☐

If the answer to the above is yes, please give reasons (Use separate sheet if necessary):

_____

_____

Section 24-66(a) A description of the type of equipment is being submitted with application as provided for in Form A.

YES ☐ NO ☐

Section 24-66(a)	A description of the type of equipment is being submitted with application as provided for in Form A.	YES ☐	NO ☐
Section 24-66(a)	A complete account listing is being submitted with this application as provided for in Form B.	YES ☐	NO ☐
Section 24-87 (5)	Application Fee of $25 and Agreement Fee of $1 submitted: Paid Check #_____	YES ☐	NO ☐
Section 24-66(b)(1)	Acknowledgment of 23% monthly Franchise FEE Form C.	YES ☐	NO ☐
Section 24-66(b)(2)	Acknowledgment of monthly Materials Report Form D.	YES ☐	NO ☐
Section 24-87 (4)	Application Signed	YES ☐	NO ☐
Section 24-88 (1)	Executed Contract Signed	YES ☐	NO ☐

APPLICATION ACKNOWLEDGEMENT

I hereby state that I have read, understand and if licensed, will ensure that I and the company I represent will comply with all City ordinances, License Agreements, and established policies and procedures applicable to this business activity as stated in the Application and License Agreement. I also state that I will ensure that I and the company I represent will comply with and obey all applicable local, state, and federal ordinances, laws, rules, and regulations. ADDITIONALLY per Chapter 24 Section 24-95 of the Code of Ordinances, I acknowledge that the violation of any terms and conditions of the Agreement or Code shall be cause for the City Manager to revoke such license whereby the licensee shall immediately cease all operations and shall be considered to have forfeited such license and the rights acquired thereunder.

Dated this _____ day of _____, 20_____

Name: _____ SIGNATURE:_____

Title: _____ Phone No.: _____

Company: _____

Address: _____

City: _____State:_____Zip Code:_____

#1 Witnessed by: (as to applicant's above information)

Name:_____Title: _____

Business Address: _____

City:_____ State: _____ Zip Code: _____

Phone: _____E-mail:_____

Relationship to Signatory: _____SIGNATURE:_____

BELOW THIS LINE TO BE COMPLETED BY SOLID WASTE ADMINISTRATION OFFICE ONLY

_____

#2 Witnessed by City Official (as to above applicant's SIGNATURE who personally appeared)

Government Issued Photo Identification: DL_____ Passport_____ Other _____

City Official Name (Print): _____ Title: _____

City Official Signature: _____

Collector Company Name: _____

Address: _____

Essential Municipal Service License Number: _____

SUBMITTAL IS HEREBY APPROVED: YES ☐ NO ☐

_____ _____

Solid Waste Administration Date

INSURANCE IS HEREBY APPROVED: YES ☐ NO ☐

_____ _____

Guy Hine, Risk Management Date

APPLICATION IS HEREBY APPROVED: YES ☐ NO ☐

_____ _____

Paul Berg, Public Works Director Date

APPROVED AS TO FORM: YES ☐ NO ☐

_____ _____

City Attorney Date

Please Forward to City Manager

LICENSE AGREEMENT BETWEEN
CITY OF FORT LAUDERDALE, FLORIDA
AND

_____

FOR SOLID WASTE COLLECTION

THIS AGREEMENT, made this **_____** day of _____, 20_____, by and between the City of Fort Lauderdale, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and,

_____ hereinafter referred to as the "Provider";

WHEREAS, Provider is a private collector licensed to do business in the State of Florida; and

WHEREAS, the Provider has applied for a license from the City to provide essential municipal solid waste collection and disposal service to its citizens; and

WHEREAS, as a part of the application process for being granted a license as aforementioned, the City requires that the Provider execute an Agreement with the City agreeing, among other things described herein, that the debris, garbage, trash and similar waste material collected and removed by them, shall be delivered to sites or facilities duly licensed for the disposal of recyclables or other waste materials; and

WHEREAS, pursuant to the City Code Section 24-88(1), the City Manager is empowered to execute such agreements;

NOW, THEREFORE, the City and the Provider, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency whereof, is hereby acknowledged, agree as follows:

Section 1. The Provider is hereby granted a non-exclusive franchise to operate upon, over and across the streets, alleys, bridges and other public thoroughfares of the City for the purpose of collecting, removing and disposing of refuse and solid waste materials, and shall also include recyclable material collection from businesses and multifamily sites within the City, subject to the terms, conditions, and expectations of this Agreement.

Section 2. For the purpose of this Agreement, the following terms, phrases, words and their derivations shall have the meaning given herein. Code definitions may vary from terms defined for purposes of this Agreement. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Agreement shall mean this agreement covering the performance of the work described herein, including the executed agreement, and supplementary agreements which may be entered into, all of which documents are to be treated as one (1) instrument whether or not set forth at length herein.

Bulk container shall mean containers for the deposit of refuse that may be emptied by mechanical means

Bulky wastes shall mean large discarded items placed for disposal such as large boxes, barrels, crates and large furniture, but not including garden and yard trash and special waste items.

City shall mean the City of Fort Lauderdale, a Florida municipal corporation, acting through the City Commission or City Manager or City representative, as the case may be.

City Manager shall mean the City Manager or employee(s) designated in writing by the City Manager to represent the City in the administration and supervision of this Agreement.

Collectable shall mean any waste material not specified or specifically excluded herein.

Commercial trash shall mean any and all accumulations of paper, rags, excelsior, wooden, paper or cardboard boxes or containers, sweepings, furniture, appliances, and other accumulations not included under the definition of garbage, generated by the operation of stores, offices, public buildings and other business places. Commercial trash shall also include all trash placed in public receptacles in public places for collection as provided by this Agreement

Commercial units shall be identified as, but not limited to, all businesses, office buildings, stores, filling stations, motels, laundries, hotels, public buildings, food service, lodging establishments, service establishments, light industry, heavy industry, schools, churches, clubs, hospitals and nursing homes.

Construction trash shall mean any and all accumulation of wood, concrete, wallboard, roofing materials, wire, metal and other construction-related trash generated by contractors at construction or demolition sites that have City issued permits.

Curbside shall mean that area abutting the known edge of the road on improved lots.

Disposal costs shall mean the "tipping fees" or landfill costs charged to the Provider by others for disposal of the garbage, trash and industrial wastes collected by the Provider.

Effective Date shall mean the date this Agreement was executed by the City Manager.

Garbage shall mean any and all accumulations of household trash, animal, fruit or vegetable matter that attends the preparation, use, cooking, and dealing in, or storage of, meats, fish, fowl, fruit, vegetables, and any other matter, or any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gases or odors, or which, during and after decay may serve as breeding or feeding material for flies and/or to the germ-carrying insects, bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects.

Garden and yard trash shall mean any and all accumulations of grass, palm fronds, leaves, branches, shrubs, vines, and other similar items generated by the maintenance of lawns, shrubs, gardens and trees.

Hazardous Materials (HAZMAT) shall mean any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300(5). Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. See definition of hazardous substance.

Hazardous Substance shall mean as defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act (but not including any waste listed under Section 307[a] of the Clean Water Act); any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

Hazardous Waste shall mean those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.

Industrial wastes shall mean any and all debris and waste products generated by canning, manufacturing, food processing (except restaurants), land clearing, building construction or alteration (except residential do-it-yourself projects) and public-works-type construction projects whether performed by a governmental unit or by contract. The collection of industrial wastes is included under the terms and scope of this Agreement.

Multiple dwelling units shall mean any building containing four (4) or more permanent dwelling units, not including motels or hotels.

Nonresidential unit shall mean any business or commercial or other unit occupied for other than residential purposes.

Parkway shall mean that portion of the street right-of-way paralleling any public thoroughfare between the curbline and abutting property line. If ditching bisects the property and thoroughfare, the term “parkway” includes the roadside of the ditch.

Provider shall mean the applicant and business entity that agrees to perform the work or service as set forth in the Agreement.

Recyclable material shall mean material which can be removed from the solid waste stream and reused in manufacturing, agriculture, power production or other processes and which for the purposes of this Agreement are defined as:

(1) All Cans - including empty aerosol spray cans.

(2) All Cardboard- Clean and dry

(3) Glass - food and beverage bottles and jars only - any color excluding: ceramics, dishes, window glass, mirrors or light bulbs.

(4) Paper - Shiny inserts, magazines, junk mail, catalogs, phone books, paper, cardboard cereal boxes, excluding corrugated cardboard.

(5) Plastic - beverage, shampoo, laundry detergent or bleach bottles excluding auto products (motor oil or anti-freeze), pool chemicals, pesticides or fertilizers.

Refuse shall mean garbage, garden and yard trash, household trash and commercial trash, but does not include hazardous waste, industrial waste, special waste, or recyclable materials that are separated as required herein.

Residential unit shall mean any structure, shelter, trailer, or any part of a multifamily building with fewer than four (4) units used or constructed for use as a residence for one (1) family.

Roll-off container shall mean any container used for the collection and storage of construction demolition debris, and refuse that can be picked up and transported on a specially equipped truck to the disposal site.

Trash receptacle shall mean a container of not greater than thirty-gallon capacity, which shall be free of jagged or sharp edges fitted with two (2) handles or a bail by which it may be lifted and which shall not have any inside structures such as inside bands or reinforcing angles or anything within that would prevent the free discharge of the contents. Also includes refuse carts not greater than ninety-five gallon capacity.

Section 3. It is the intent of this Agreement to provide for the non-exclusive collection by the Provider of refuse, industrial waste, construction trash and recyclable materials from non-residential uses in the City with the exception of the exclusions specifically listed.

Collection shall be by Provider provided labor, materials and equipment in accordance with the following:

(A) *Multiple dwelling units and mobile home parks; containers emptied by mechanical means.*

(1) Refuse shall be collected from multiple dwelling units and mobile home parks not less than twice per week and at a greater frequency if required to protect the public's health. Collection service for customers using bulk containers will be available from two (2) days to six (6) days per week, and the frequency of service will be mutually agreed upon by the customer and the Provider.

(2) It is the duty of the owners/operators of multiple dwelling units and mobile home parks to accumulate refuse in locations mutually agreed upon by the owners/operators and the Provider, and which are convenient for collection by the Provider. Where mutual agreement is not reached, the City Manager shall designate the location.

(3) The Provider shall make collections with as little disturbance as possible to the customer. The work shall be

done in a sanitary manner and any refuse spilled by the Provider shall be picked up immediately by the Provider's employees. In the event that the Provider does not collect refuse in a sanitary manner, the City shall have the right to utilize City staff (cost and overhead plus 10%) or hire an independent contractor to collect any refuse spilled by the collector and the cost shall be back-charged to the Provider.

(4) Multiple dwelling units shall be required to use bulk containers. Residential units and mobile home parks with less than sixteen (16) units, may use bulk containers or other containers at the City's discretion.

(5) Maintenance of bulk containers shall be as set forth in the City Code; however, the Provider shall be responsible for maintaining bulk containers in an operable condition at all times and shall clean and paint such containers as necessary to maintain them in a clean and sightly condition. The Provider shall not impose any separate or additional charge to customers for the rental or routine/regular maintenance of front end mechanical containers.

(B) *Commercial units.*

(1) Refuse shall be collected from commercial units not less than twice per week and at a greater frequency if required to protect the public's health. Collection service for customers using bulk containers will be available from two (2) days to six (6) days per week, and the frequency of service will be mutually agreed upon by the customer and the Provider. If refuse is collected more than once per day, the Provider may charge the customer for the extra collection.

(2) It is the duty of the owners/operators of commercial units to accumulate refuse in locations mutually agreed upon by the owners/operators and the Provider, and which are convenient for collection by the Provider. Where mutual agreement is not reached, the City Manager shall designate the location.

(3) The Provider shall make collections with as little disturbance as possible to the customer. The work shall be done in a sanitary manner and any refuse spilled by the Provider shall be picked up immediately by the Provider's employees. In the event that the Provider does not collect refuse in a sanitary manner, the City shall have the right to utilize City staff (cost and overhead plus 10%) or hire an independent contractor to collect any refuse spilled by the collector and the cost shall be back-charged to the Provider.

(4) Commercial units must use bulk containers for accumulation of refuse. The Provider shall provide bulk containers as required to maintain satisfactory service for all commercial units. Small commercial units may use a limited number of refuse carts not to exceed ninety-five gallon capacity.

(5) Maintenance of bulk containers shall be as set forth in the City Code; however, the Provider shall be responsible for maintaining bulk containers in an operable condition at all times and shall clean and paint such containers as necessary to maintain them in a clean and sightly condition. The Provider shall not impose any separate or additional charge to customers for the rental or routine/regular maintenance of front-end mechanical containers.

(C) *Recyclable materials collection.* The Provider shall provide their customers with recyclable material collection.

(1) The Provider shall accurately account for the quantity (in tons) of recyclable material collected within the City pursuant to this Agreement. Quantities (in tons) of recyclable material collected shall be made available to the City on a monthly basis and upon request when needed for grant applications or auditing purposes. The City shall retain the right to make periodic inspections of the Provider's facilities and equipment in order to verify quantities of recyclable material collected.

(2) The Provider will promote the recycling program. The Provider will design promotional events and educational programs and prepare promotional materials such as letters and/or flyers for customer distribution.

(D) *Exclusions: hazardous waste and special waste.*

The Provider may refuse to collect refuse from a customer if the Provider believes that such refuse contains hazardous material, hazardous substances and/or hazardous waste.

Section 4. Schedules and Routes.

(A) *In general.* The Provider shall notify the City of its routes and schedules. The City reserves the right to deny the Provider's vehicles access to certain streets, alleys, and public ways inside the City where the City determines that it is in the interest of the general public to do so because of the conditions of the streets or bridges. However, the Provider shall not interrupt the regular schedule and quality of service because of such street closures.

(B) *Storms.* In the event an excessive amount of debris or refuse has accumulated by reason of any severe storm (such as a hurricane) or freeze, natural disaster, riot or other calamity (each a "Disaster Event"), the Provider shall collect such debris or refuse from its customers.

(C) *Hours.* Except for unusual circumstances, and with the express permission of the City's representative, the Provider shall not begin collections prior to 6:00 a.m. or after 7:00 p.m.

(D) *City not liable for delays.* It is expressly agreed that in no event shall the City be liable or responsible to the Provider or to any other person on account of any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Provider, or from or on account of any delay from any cause over which the City has no control.

(E) *Report of service.* From time to time, the City Manager may require reports from the provider; for example, weight of refuse collected for a given period, etc. The Provider agrees to provide such information, when required in writing by the City Manager relating to the Provider's operations in the City.

Section 5. Provider's Relation To City.

(A) *Provider as independent contractor.* It is expressly agreed and understood that the Provider is in all respects, an independent contractor as to the work notwithstanding in certain respects the Provider is bound to follow the direction of the City Manager, and that the Provider is in no respect an agent, servant, or employee of the City. The Agreement specifies the work to be done by the Provider, but the method to be employed to accomplish this work shall be the responsibility of the Provider, unless otherwise provided in the Agreement.

(B) *Subletting contract.* The Agreement, or any portion thereof, shall not be sublet except with the prior written consent of the City Manager. No such consent will be construed as making the City a party of or to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract, shall, under any circumstances, relieve the Provider of his liability and obligation under this Agreement, and despite any such subletting, the City shall deal through the Provider. Subcontractors will be dealt with as workmen and representatives of the Provider, and as such, will be subject to the same requirements as to character and competence as are other employees of the Provider.

Section 6. Equipment.

(A) *Type.* The Provider shall use only vehicles with bodies, which are watertight to a depth of not less than eighteen (18) inches, with solid sides, using pneumatic tires. Open vehicles may be used with City approval.

(B) *Amount.* The Provider shall provide sufficient equipment, in proper operating condition, so regular schedules and routes of collection can be maintained.

(C) *Condition.* Equipment is to be maintained in a reasonable, safe, working condition and shall be identified with the number of the vehicle printed in letters not less than three (3) inches high, on each side of the vehicle, and vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. Mechanical containers, compactors and roll-off containers shall be clearly marked and labeled with the Provider's name and/or logo. The labeling requirement does not apply to equipment with a capacity of ninety-five (95) gallons or less. No advertising shall be permitted on vehicles. The Provider is required to keep collection vehicles and containers emptied by mechanical means, cleaned and painted to present a pleasing appearance. The Provider at the request of the customer or the City, will exchange mechanical containers that become offensive with odor, rusted out, damaged, or a danger to the public within seventy-two (72) hours.

(D) *Vehicles.* Vehicles used for the collection of garbage, commercial and industrial trash shall be of the compactor type. The use of open vehicles will be permitted for the collection of yard and garden trash, and other materials with City approval. Open and construction vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered

from the Provider's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose. The Provider's vehicles are not to interfere unduly with vehicular or pedestrian traffic, and vehicles are not to be left standing on streets unattended except as made necessary by loading operations.

Section 7. Franchise Fee.

A twenty-three percent (23%) franchise fee on collected gross receipts or equivalent value (including lease and container rental for mechanical containers, roll-offs, other bulk containers, compactors and/or other waste processing equipment permanently installed at customer locations) shall be paid to the City by the Provider. A franchise fee shall not be collected on revenues received by the Provider for commercial recovered material services pursuant to Section 403.7046, Florida Statutes.

Section 8. Payments.

(A) Franchise fees are due and payable to the City by the twentieth (20th) calendar day of the month following the month within which such services were provided. Payment shall be mailed to City – Attention – Public Works – Finance Division 949 NW 38th Street, Fort Lauderdale, Florida 33309.

(B) Along with the required payment, the Provider shall furnish the City with a written statement, on the Provider's letterhead, of the total gross receipts or equivalent value billed and collected during the month services were provided and the total gross receipts or equivalent value billed and collected for the year-to-date of that month (with October 1st being the commencement of the year). Included on this statement will be the total franchise fees due payable to the City during the month services were provided as well as the year-to-date total of those franchise fees. This statement will be signed by an officer of the Provider attesting to the truthfulness and accuracy of the information and franchisee fees reported. Each statement will be notarized by a State of Florida Notary Public.

(C) A late fee of one (1) percent per month calculated daily on the unpaid balance of all fees due shall be assessed on all late payments. The date of arrival at the City shall be used to determine the amount of late fee levied. Billings for late fees shall be calculated and billed monthly and are due and payable upon receipt. The minimum late fee bill shall be twenty-five dollars ($25.00).

Section 9. Insurance.

(A) *Liability Insurance*. The Provider shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims which may arise out of or result from the Provider's performance of the work and the Provider's other obligations under this Agreement, whether such performance is by the Provider, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The insurance required by this paragraph shall include the specific coverage set forth herein and be written for not less than the limits of liability and coverage provided in Section 9(B), or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded cannot be canceled, changed or non-renewed refused without a ten (10) day prior written notice provided to the City. All such insurance shall remain in effect during the term of this Agreement. In addition, the Provider shall maintain such completed operations insurance for at least one (1) year after termination of this Agreement and furnish City with evidence of continuation of such insurance at final payment and one (1) year thereafter.

(B) Minimum insurance coverage, with limits and provisions, are as follows:

- General Liability Insurance: The Provider shall carry, in its own name, a comprehensive liability policy for its operations, other than automobile, with limits of at least two million dollars ($2,000,000.00). Said limits may be a combination of basic and excess liability insurance. The general liability policy must not exclude pollution coverage and provide a separate limit of at least two million dollars ($2,000,000.00) or the Provider must carry a separate pollution liability policy with limits of at least one million dollars ($1,000,000.00).

- Automobile Liability Insurance: The Provider shall carry in his own name a policy under a comprehensive form to insure the entire automobile liability of its operations with limits of not less than one million dollars ($1,000,000.00) combined single limit for bodily injury and property damage liability.

- Workers' Compensation and Employers'Liability Insurance: Provider must maintain Workers' Compensation insurance with coverage consistent with Florida Statute 440. Employers' Liability limits must be at least $500,000.00. Exceptions and exemptions can only be made if they are in accordance with Florida Statue. For additional information contact the department of financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

- Insurance – Sub-contractors: Provider shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the Provider may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Provider.

(C) Other Insurance Provisions: The City shall be specifically included as an additional insured on all certificates of insurance (with exception of the automobile and workers' compensation insurance). All certificates must be received and approved by the City's Risk Manager prior to commencement of the work. In the event the insurance coverage expires prior to the completion of the Agreement, a renewal certificate shall be issued ten (10) days prior to the expiration date. The certificate shall provide a ten (10) day notification clause in the event of cancellation or modification to the policy.

(D) Deductible Clause: The Provider shall declare all self-insured retention and deductible amounts.

(E) All insurance carriers shall be rated A- or better by the most recently published A.M. Best Rating Guide and authorized to issue insurance policies in the State of Florida. The City may request a copy of the insurance policy and reserves the right to accept or reject the insurance carrier.

(F) Liability of the City: The above insurance requirements shall not be construed as imposing upon the City or any official or employee any liability or responsibility for damage to any person injured or any property damaged by any Provider.

Section 10. Indemnification

(A) Disclaimer of Liability. The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Provider's fulfillment of this Agreement.

(B) Indemnification. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Provider agrees as follows:

The Provider shall, at its sole cost and expense to the extent of its negligence, omissions, misconduct, breach of contract or violation of applicable laws, indemnify and hold harmless the City, including but not limited to its officers, agents, contractors and subcontractors, representatives, employees, volunteers and elected and appointed officials, successors and assigns (hereinafter the "City") from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, experts, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement, by the Provider, at all trial and appellate levels. As limited above, indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) any negligence, recklessness or intentional, wrongful misconduct of the Provider, including but not limited to its agents, officers, servants, representatives and employees as well as its subcontractors and their agents, officers, servants representatives and employees (hereafter the Provider); (b) any and all bodily injury, sickness, disease or death caused by any negligent recklessness or intentional wrongful conduct on the part of the Provider's failure to act; (c) injury to or destruction of property, including any resulting loss of use; (d) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the performance of this Agreement; (e) the use of any improper materials; (f) failure to timely complete the work ; (g) the violation of any federal, state, county or City laws, ordinances or regulations by Provider, its subcontractors, agents, servants, independent contractors or employees; (h) the breach or alleged breach by Provider of any term of the Agreement, including the breach or alleged breach of any guarantee. It is further understood that Provider's obligations to defend, hold harmless and indemnify shall not apply to the extent that the City is

negligent, engages in willful misconduct, breaches this Agreement or violates applicable law.

Provider agrees to indemnify, defend, save and hold the City harmless from any type whatsoever, including but not limited to damages, liabilities, losses, claims, fines, costs, expenses and fees, and from any and all suits and causes of actions of every name, or description that may be brought against City, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

Provider shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and suit costs for trials and appeals.

Section 11. Environmental.

The Provider and all entities claiming by, through or under the Provider, releases and discharges the City from any claim, demand, or cause of action arising out of or relating to the Provider's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances, resulting from the Provider's performance under this Agreement.

The Provider shall immediately deliver to the City Manager complete copies of all notices, demands, or other communications received by the Provider from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding, in any manner, alleged violations or potential violations of any environmental law or otherwise asserting the existence or potential existence of any condition or activity resulting from the Provider's performance under this Agreement which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Provider hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless, the City, including but not limited to its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind, including, without limitation, attorneys' fees, expert fees and suit costs for trials and appeals directly or indirectly arising out of or attributable to, in whole or in part, the Provider's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance resulting from the Provider's performance under this Agreement or any of its employees, agents, invitees, contractors or subcontractors, or any other activity carried on or undertaken as a result of performance under this Agreement by or on behalf of the Provider in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, as a result of performance under this Agreement. This indemnity is intended to be operable under Florida law as well as under 42 U.S.C. 9607, as amended, and any successor law.

The scope of the Provider's indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to, destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code, ordinance, or legal requirement, state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity. It is understood and agreed that the Provider shall have no obligation pursuant to this Section 11 for any obligations relating to disposal of waste at any disposal facility to which Provider is directed by the City to dispose of the City's waste.

Section 12. Termination and Suspension of Agreement.

(A) Suspension of Agreement. The City may, for cause, suspend the work or any portion of the work for a period of not more than ninety (90) days by notice in writing to the Provider which shall fix the date on which work shall be resumed. The Provider shall resume the work on the date fixed.

(B) Termination of Agreement. The City retains the right to terminate this Agreement if after fifteen (15) days written notice of a breach and the failure of Provider to cure any one or more of the following events:

- If the Provider makes a general assignment of its assets or receivable for the benefit of creditors.
- If the Provider persistently fails to perform the work in accordance with the Agreement, including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.
- If the Provider repeatedly fails to make prompt payments to the City.
- If the Provider repeatedly disregards proper safety procedures.
- If the Provider disregards any local, state or federal laws or regulations.
- If the Provider otherwise violates any provisions of this Agreement.

(C) Should the Provider's services be terminated by the City, the termination shall not affect any rights of the City against the Provider then existing or which may thereafter accrue.

Section 13. Revocation of License.

It shall be the duty of the City Manager and any officials of the City which he may designate, to observe closely the refuse collection, disposal and recycling operations and if in the opinion of the City Manager, there has been a violation of this License, the City Manager shall so notify the Provider, in writing, specifying the manner in which there has been a violation. If within a period of fifteen (15) days the Provider has not eliminated, or taken reasonable steps to eliminate the conditions considered to be a violation of license, the City Manager shall so notify the City Commission and a hearing shall be set for a date within ten (10) days of such notice. At that time, the City Commission shall hear the Provider and the City Manager and shall make a reasonable determination as to whether or not there has been a violation of license, and shall direct what further action shall be taken by the City, as hereinafter provided.

Section 14. Compliance with Laws and Regulations.

The Provider hereby agrees to abide with all applicable Federal, State, County and City laws and regulations including those falling under the National Pollutant Discharge Elimination System (NPDES) and the Interlocal Agreement between the City of Fort Lauderdale and participating municipalities dated November 26, 1986, as said agreement is amended from time to time. The Provider shall indemnify and save harmless the City, all of its officers, representatives, agents and employees against any claim or liability arising from, or based on violation of any such laws, ordinances, regulations, order or other decree, whether by himself, his employee or his subcontractor. This clause shall apply not only during the term of this Agreement, but also as to any claim, liability or damages which are based on the Provider's conduct during the terms of this Agreement and in the event the City if charged with the responsibility, jointly or severally, for the aforesaid conduct, as a successor to the Provider.

Section 15. Impoundment of Vehicles and Containers. Section 24-70.

(A) A vehicle or container may be removed and impounded by the City when the Provider continues to use a vehicle or container for the collection of garbage, trash or similar waste material after a license has been revoked.

(b) Any vehicle or container removed or impounded will be taken to a garage, which has been designated and is maintained by the City for the storage of impounded vehicles.

(c) The charge for towing or removal of any vehicle or container under this section and storage charges shall be based upon the actual expenses incurred by the City in such towing and storage and shall be payable by the Provider.

(D) Whenever the City removes an impounded vehicle or container as provided in this section, the City shall give notice to the Provider of the fact of such removal, the reasons therefore and the place to which the vehicle or container has been removed. The notice shall include a complete description of the vehicle, the date, time, and place it was impounded, the reasons for such removal and impoundment and the name of the garage or place where the vehicle is stored.

(e) Any vehicle or container impounded pursuant to this section may be held by the city for a period of time not to exceed sixty (60) days; provided, however, that a vehicle or container shall be released when the Provider's revoked license has been reinstated.

(f) Vehicles or containers shall only be released upon the approval of the City Manager. No vehicle or container shall be released until all expenses for towing and storage are paid. Any vehicle impounded and stored by the City and which is not claimed and removed by the Provider upon the expiration of a sixty-day period of time may be sold at public auction and the proceeds applied to towing and storage costs.

Section 16. Legal Fees.

In the event suit is filed in a court arising out of this Agreement, and the City is the prevailing party, the Provider agrees to pay a reasonable fee to the City's attorney, together with all costs incurred in connection with said case.

Section 17. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of $100.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Provider expresses its willingness to enter into this Agreement with the knowledge that the Provider's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of $100.00. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the Provider agrees that the City shall not be liable to the Provider for damages in an amount in excess of $100.00, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

Section 18. Notice.

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the City:
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

To the Provider:
_____
_____
_____
Attention:_____

Section 19. Severability.

If any article or section of this Agreement or of any supplements or riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 20. Term of License.

The term of this Agreement shall be for a period commencing on _____, and continuing through _____ for a three (3) year term.

Section 21. Permits.

The Provider shall obtain and pay for all permits and licenses. It shall be the responsibility of the Provider to secure and pay for all necessary licenses and permits of a permanent or temporary nature necessary for the prosecution and completion of the work.

Section 22. Taxes.

The Provider shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with all laws.

Section 23. Governing Law; Venue; Waiver of Jury Trial

The rights of the parties hereto shall be construed and subject to the jurisdiction in accordance with the laws of the State of Florida. The Parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any suit filed arising out of this Agreement shall be in Broward County, Florida.

Section 24. Miscellaneous Provisions.

(A) The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Provider and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any manner as a limitation of any rights and remedies available to any or all of them that are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Agreement.

The provisions of this Section will survive final payment and termination or completion of this Agreement.

(B) The Provider shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Provider pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Provider and the City may, at its discretion, cancel this Agreement and all rights, title and interest of the Provider, which shall immediately cease and terminate.

(C) The Provider and its employees, agents, representatives, officers, volunteers and agents shall be and remain as independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any manner be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties.

(*D)* The City reserves the right to audit the records of the Provider relating in any way to the work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Provider agrees to submit to an audit by an independent certified public accountant selected by the City. The Provider shall allow the City to inspect, examine and review the records of the Provider at any and all times during normal business hours during the term of this Agreement.

(E) The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.

(F) The Provider Acknowledges and agrees that this License Agreement may be terminated immediately upon notice by the City, that the City has adopted an ordinance replacing or significantly amending the provisions of Article III of Chapter 24 of the City of Fort Lauderdale Code of Ordinances to remove the existing licensing scheme detailed in Sections 24-66 through 24-92 of the Code of Ordinances.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as follows:

COMPANY NAME: _____

WITNESSES:

_____ BY:_____
Signature Signature, Authorized Agent

_____ _____
Type Witness Name Type Name & Title of Signatory

_____
Signature

_____
Type Witness Name

ATTEST TO SIGNATURE: BY:_____
Signature , Secretary

Officer of Company

_____
Type Name of Secretary

Affix Corporate Seal Here:

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____day of _____, _____ by_____and_____and _____ respectively, of _____ a Florida corporation, on behalf of the corporation. ___They are personally known to me or ___ have produced _____as identification and and ___do ___did not take an oath.

(SEAL) _____
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

_____
Name of Notary Typed, Printed or Stamped

_____
My Commission Expires:

_____
Commission Number

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

_____

By: _____
LEE R. FELDMAN, City Manager

_____
Print Name

_____

_____
Print Name

(CORPORATE SEAL)

ATTEST:

_____
JEFFREY A. MODARELLI
City Clerk

Approved as to form:

_____
RHONDA MONTOYA HASAN
Assistant City Attorney

RETURN COMPLETED DOCUMENT TO SOLID WASTE ADMINISTRATION FOR PREPRATION OF CERTIFICATE OF APPROVAL

Instructions for Forms A Thru D and Franchise Fee Calculation

Forms A & B are filled out once every three (3) years concurrent with the license application process in Section 24-66(a).

Form A – Equipment List

Form A is used to list and identify all vehicles owned by the applicant that are to be used to collect and transport solid waste and recyclables within the City of Fort Lauderdale.

Form B – Account & Container List for Solid Waste and Recyclables

Form B is utilized to provide a complete accounting listing of all accounts serviced by the Applicant at the time of application. For each account, an account name, address, and collection information is required. Also be sure to indicate the type of service provided to each account by using the correct account code to indicate if the amount is a solid waste account (S), or recycling account (R).

Form B shall also be used to comply with Section 24-66(b)(3), a list of any and all permanent accounts dropped or added by a private license collection company, including the account name, address, and telephone number.

Form C - FRANCHISE FEES – Section 24-66 (b)(1)

The total amount of franchise fees due the City in any given month is 23.0 % of all receipts collected during the month in question less taxes, payments from commercial enterprises for source separated recycling services, rental or lease income on compactors and other waste processing equipment permanently installed at account locations, and franchise fees collected for the City. The adjusted gross receipts figure can be calculated by subtracting taxes, commercial sources separate recycling revenue, and waste processing equipment lease or rental income from revenue received from city locations and dividing remainder by 1.23. The difference between the results of this division and the remainder is the amount of franchise fees due and payable to the City.

If you have any questions or would like assistance in completing forms call Stephanie McCutcheon, Solid Waste and Recycling Specialist, Public Works Department, at (954) 828-5054.

Form D – Private Collector Multi-family Collected Materials Report

Form C is utilized to report to the City the actual quantity in pounds of materials collected within the City by your company for the month. The information in this report should not reflect the collection capacity of your containers, but should present your best determination of the actual weight of materials collected from the City by item type. Also included on Form C will be the total number of accounts serviced during the month and the total number of living units associated during the month and the total number of living units associated with those accounts.

FORM A

City of Fort Lauderdale Public Works Department

Solid Waste Administration

EQUIPMENT LIST

VEHICLE TYPE	IDENTIFICATION	TAG #	COMPANY TRUCK #	TARE WEIGHT

FORM B

ACCOUNT AND CONTAINER LIST

Material Type Code: **R** = Recycling **S** = Solid Waste

Account Name	Address	Telephone	Material Type	Container Size	# of Containers	Collection Frequency	Account Add / Drop

FORM C

(SAMPLE – For use on licensed collector letterhead stationary)

City of Fort Lauderdale Public Works Department

Solid Waste Administration

FRANCHISE FEE REPORT for:

Name of Company: _____

Statement for the Month of: _____

Gross Billing and Receipts should include value received for collection service and lease and container rental for mechanical containers, roll-offs, other bulk containers, compactors and/or other waste processing equipment permanently installed at customer locations.

Gross Billing and Receipts should not include taxes, payments from commercial enterprises for source separated recycling services when separately and accurately delineated on the billing statement to a customer and City franchise fees. Franchise fees are 23.0% of the total gross receipts for the month. A penalty of 1.0% per month calculated daily on the unpaid balance of usage fees past due will be assessed. The minimum penalty assessed will be $25.00.

	CURRENT MONTH	CURRENT YTD
TOTAL GROSS BILLING:	_____	_____
TOTAL GROSS RECEIPTS:	_____	_____
GROSS RECEIPTS ADJUSTMENTS*:	_____	_____
ADJUSTED GROSS RECEIPTS:	_____	_____
TOTAL FRANCHISE FEES DUE: by 20th calendar of previous month	_____	_____
LATE FEE Minimum $25.00: 1% per month calculated daily	_____	_____
TOTAL	_____	_____

I acknowledge that, to the best of my knowledge, the foregoing is an accurate and true statement of the gross billing, gross receipts, and franchise fees due the City of Fort Lauderdale for the month of this statement as per our Licensing Agreement providing essential municipal services.

By (Print Name): _____ Title: _____

Signature: _____ Date:_____ Phone: _____

NOTARY PUBLIC (Required only on year-end September Report)

The above named officer of the company providing this statement appeared before me on the _____day of _____, 20___, and acknowledged that the information provided is true and accurate to the best of his or her knowledge.

_____	_____	_____	_____
NOTARY PUBLIC, State of Florida	Commission #	Commission Expires	SEAL

Mail Franchise Fee Remittance and Form C & D by the 20th calendar day following the month of service to:

City of Fort Lauderdale
Public Works – Finance Division
949 NW 38th Street
Fort Lauderdale, FL 33309

*Provide Basis for Gross Receipt Adjustment and explanation

FORM D

City of Fort Lauderdale Public Works Department

Solid Waste Administration

PRIVATE COLLECTOR MULTI-FAMILY MATERIALS REPORT

REPORT FOR THE MONTH OF:_____

Name of Company: _____

Address:_____

Telephone:_____

Contact Person:_____

TYPE OF MATERIAL	**QUANTITY** (Tons)
Solid Waste; Dumpsters	
Solid Waste; Roll-Offs	
Solid Waste; Other	
TOTAL SOLID WASTE:	

TYPE OF MATERIAL	**QUANTITY** (Tons)
Recyclables; Cardboard & Paper	
Recyclables; Co-Mingled Containers	
Recyclables; Metal & White Goods	
Recyclables; Glass	
Recyclables; Yard Waste	
Recyclables; Other	
TOTAL RECYCLABLES:	

	GARBAGE	**RECYCLING**
Total Accounts Serviced		
Total Living Units Serviced		

The information provided in this report should, as far as possible, reflect the actual weight of material collected within Fort Lauderdale for the month of this report. In the event that hard data is unavailable, then the information provided should reflect the collectors best estimate of the weight of material collected.