

AGREEMENT NO. 2025-SS25-64
RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES

THIS EXCLUSIVE AGREEMENT ("Agreement") is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida, herein after referred to as the ("CITY") and Single Stream Recyclers, LLC, a Florida Limited Liability company, dba "Balcones Recycling", with a principal address of 3901 N Orange Ave, Sarasota, FL 32434, hereinafter referred to as ("CONTRACTOR"), both the CITY and CONTRACTOR collectively referred to as the "Parties".

WITNESSETH

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

1. CONTRACTOR'S SERVICES

- A. Performance. CONTRACTOR agrees to diligently provide all materials, services, and labor for the performance of Recyclable Materials Processing and Marketing Services in accordance with this Agreement.
- B. Term and Renewal. The Term of this Agreement shall commence on October 1, 2025, and shall end on September 30, 2030 (the "Initial Term"). Before the expiration of the Initial Term, the Parties may, in writing, renew this Agreement for an additional five (5) year term under the same terms and conditions (the "Renewal Term" and, together with the Initial Term, the "Term"). The City hereby authorizes the City Manager or designee to enter into the Renewal Term on behalf of the City if mutually agreed upon by both Parties, with terms and conditions subject to good faith negotiation. Any increase to the CITY'S financial obligations above the annual adjustment identified in Exhibit A shall require approval by the City Commission.

2. COMPENSATION AND PAYMENT FOR CONTRACTOR'S SERVICE

- A. CONTRACTOR shall receive payments as compensation for its services in accordance with the prices set forth in "Exhibit A," which is attached hereto and incorporated as if set forth fully herein. This prices set forth in Exhibit A include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, and all other costs which are necessary to provide the services as outlined in this Agreement.
- B. If the Average Market Value during each Term is more than the CONTRACTOR'S Fee, the CONTRACTOR shall credit the CITY for 50% of the value greater than the CONTRACTOR'S Fee.
- C. If the Average Market Value (AMV) is less than the CONTRACTOR'S Fee, the CITY shall pay CONTRACTOR the dollar for dollar difference. The payment per Ton shall be calculated pursuant to the Fee Schedule set forth in "Exhibit A".
- D. CONTRACTOR acknowledges and accepts that the formula outlined in this section and as provided in "Exhibit A" shall be used for calculating compensation throughout each Term of this Agreement. It is intended to reflect the current value of the CITY'S Recyclables, but may not be an exact calculation of that value. Any and all costs associated with accepting, processing, marketing, and transporting the CITY'S Recyclables are the responsibility of the CONTRACTOR.

CONTRACTOR acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement.

- E. Each month, the CONTRACTOR must calculate the Average Market Value (AMV) of the CITY'S Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages as defined in the Fee Schedule found in "Exhibit A." If at any time during a Term of this Agreement RecyclingMarkets.net no longer posts or otherwise fails to provide the applicable market indices, then the Parties shall mutually select an appropriate replacement source in writing for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information.
- F. The Parties acknowledge and agree that the obligations of CITY to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement, or referenced herein to which CITY is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. CITY agrees to exercise all lawful and available authority to satisfy any financial obligations of CITY that may arise under this Agreement; however, since funds are appropriated annually by the City Commission on a fiscal year basis, the CITY'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of CITY shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by CITY under this Section. This Agreement shall not constitute an indebtedness of CITY nor shall it constitute an obligation for which CITY is obligated to levy or pledge any form of taxation or for which CITY has levied or pledged any form of taxation.

3. METHOD OF PAYMENT

- A. The CITY shall pay CONTRACTOR through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Section 218.70, *et seq.*, upon receipt of CONTRACTOR'S invoice and written approval of same by the CITY'S Administrative Agent indicating that services have been rendered in conformity with this Agreement. CONTRACTOR shall submit an invoice for payment to the CITY for those specific tasks as described in the Section 6 of this Agreement that were completed during that invoicing period.
- B. CONTRACTOR'S invoices must be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

4. INDEMNIFICATION

- A. **TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND**

PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES) (COLLECTIVELY, "CLAIMS"), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, CONTRACTOR SHALL HAVE NO LIABILITY OR OBLIGATION UNDER THIS SECTION TO THE EXTENT SUCH CLAIMS ARE THE RESULT OF (I) THE CITY'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR OBLIGATIONS UNDER THIS AGREEMENT; (II) ACTS, ERRORS, OMISSIONS, OR NEGLIGENCE OF THE CITY OR ANY PARTY (OTHER THAN CONTRACTOR) ACTING ON THE CITY'S BEHALF; OR (III) THE CITY'S FRAUD OR WILLFUL MISCONDUCT.

- B. THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONTRACTOR MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY THE CONTRACTOR IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.
- C. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONTRACTOR'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).
- D. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES SECTION 768.28.
- E. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

5. CONTRACTOR'S INSURANCE

A. Insurance.

- (1) Before performing any work, the CONTRACTOR and subcontractors must procure and maintain during each Term of this Agreement the insurance identified in this Section 5 against all claims of injury to persons or damage to property which may arise from or in connection

with its performance of the Agreement, unless otherwise specified. The insurance policies must remain in full force and effect until their obligations and warranty periods have been discharged or satisfied.

- (2) The policies of insurance must be primary and written on forms acceptable to the CITY, placed with insurance carriers approved and licensed by the State of Florida Department of Financial Services, and meet a minimum financial A.M. Best and Company, Inc. rating of no less than "A – Excellent: FSC VII."
 - (3) The City Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon written agreement with the CONTRACTOR.
 - (4) Proof of insurance must be filed by the CONTRACTOR with the CITY within ten (10) calendar days after the Effective Date of this Agreement.
 - (5) These insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work done by the CONTRACTOR, its agents, representatives, employees, or subcontractors. The CONTRACTOR is free to purchase additional insurance as it may determine necessary. The extent of the CONTRACTOR'S liability for indemnity of the CITY must not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the CONTRACTOR and its carrier.
- B. Workers' Compensation and Employers' Liability Insurance. Coverage pursuant to Florida Statutes, Chapter 440 must apply to all employees at the statutory limits provided by state and federal laws.
- C. Comprehensive Commercial General Liability Insurance. A comprehensive commercial general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage.
- (1) The general aggregate limit must apply separately to this Agreement, or the general aggregate limit must be twice the required occurrence limit.
 - (2) The policy must include General Liability with a limit of \$1,000,000 for general aggregate; \$500,000 for each occurrence; \$1,000,000 for products and completed operations; \$100,000 for damage to rented premises.
- D. Waiver of Subrogation. All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the CITY, its Commissioners, officers, officials, employees and volunteers, and the CITY'S insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by CONTRACTOR for the CITY. It is CONTRACTOR'S responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, CONTRACTOR, its officers, officials, agents, employees, volunteers, and any sub-contractors, agree to waive all rights of

subrogation against the CITY and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which CONTRACTOR or its agents may be responsible.

E. Policy Form.

- (1) All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the CITY'S Purchasing Office, are to be written on an occurrence basis and must name the City of North Port, Florida, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the CITY'S Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, CONTRACTOR agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- (2) Insurance requirements itemized in this Agreement, and required of the CONTRACTOR, shall be provided by or on behalf of all sub-contractors to cover their operations performed under this Agreement. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- (3) Each insurance policy required by this Agreement must:
 - (a) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - (b) Be endorsed to state that coverage shall not be suspended, voided, or cancelled by either Party except after notice is delivered in accordance with the policy. provisions. The CONTRACTOR is to notify the CITY'S Purchasing Office by written notice via certified mail, return receipt requested.
- (4) The City retains the right to review, at any time, coverage, form, and amount of insurance.
- (5) **The procuring of required policies of insurance must not be construed to limit CONTRACTOR'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONTRACTOR'S liability for indemnity of the CITY shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the CONTRACTOR and its carrier.**
- (6) The CONTRACTOR is solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and is solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CITY is an insured under the policy. CONTRACTOR'S insurance is considered primary for any loss, regardless of any insurance maintained by the CITY. CONTRACTOR is responsible for all

insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

(7) All certificates of insurance are to be furnished to the CITY'S Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates must be received by the CITY'S Purchasing Office before the CONTRACTOR will be allowed to commence or continue work. The certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements of this Agreement. No changes may be made to these specifications without prior written approval by the City Manager or designee.

F. Notices. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR'S insurer(s) and the CITY'S Purchasing Office as soon as practicable after notice to the insured.

6. RESPONSIBILITY OF THE CONTRACTOR

The CONTRACTOR shall ensure the following throughout each Term of this Agreement:

- A. Upon commencement of this Agreement the CONTRACTOR shall accept deliveries of the CITY'S Recyclable Materials at the CONTRACTOR'S facility located at 3901 N Orange Ave, Sarasota, FL (the "FACILITY") during the scheduled receiving hours as specified in this Agreement.
- B. The CONTRACTOR reserves the right to discontinue acceptance of any category of materials set forth in "Exhibit B," which is attached hereto and incorporated as if set forth fully herein, as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. CONTRACTOR shall provide no fewer than six (6) months advance written notice to CITY of its decision to discontinue acceptance of any such materials. The CITY may terminate this Agreement for the discontinued acceptance of any category of materials by giving no fewer than five (5) months written notice to the CONTRACTOR prior to the date of termination.
- C. The FACILITY shall be capable of accepting delivery of Recyclable Material from all types of delivery vehicles including but not limited to, packer trucks, roll-off trucks, tractor-trailer transfer vehicles, and rear-discharging tilt-bed collection vehicles. All recyclables shall be delivered to the FACILITY in tarped or enclosed, water-proof or water-resistant, self-dumping trucks.
- D. The CONTRACTOR shall weigh all trucks that enter the FACILITY, perform recordkeeping, and generate reports of incoming materials as required herein or as requested in writing by the CITY. The CONTRACTOR may use tare weights; however, if tare weights are used all tare weights must be recalibrated at least every sixty (60) calendar days.
- E. The FACILITY must be equipped with adequately-sized legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming and outgoing Recyclable Materials delivery vehicles and vehicles transporting Recyclable Materials to markets. Such scales must be inspected and approved for use prior to placing them into service. At a minimum, CONTRACTOR must have the scales calibrated and inspected annually, or more frequently as requested by the CITY.

- F. The CONTRACTOR must have the capability to accept and process the CITY'S Recyclable Materials and must provide or act as a recycling market outlet for the Recyclable Materials during each Term of this Agreement regardless of market fluctuations. The CONTRACTOR must not store or warehouse Recyclable Materials in violation of health and safety standards and must conform to all requirements of the Florida Department of Environmental Protection (FDEP) and other state agencies.
- G. The CONTRACTOR'S obligation to accept delivered Recyclable Materials upon the commencement of this Agreement is of importance to the CITY. In the event that CONTRACTOR fails or refuses to accept Recyclable Materials upon the commencement of this Agreement, the CONTRACTOR shall be liable for all reasonable hauling, processing, transportation, disposal charges, and directly related costs, in excess of payments that would have been made under this Agreement, which may be incurred by the CITY with respect to recycling and marketing such materials, provided that the CITY takes reasonable steps to mitigate such costs.
- H. The CONTRACTOR warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for CONTRACTOR), 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 CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Agreement.
- I. The CONTRACTOR shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent firms in effect at the time CONTRACTOR'S services are rendered. CONTRACTOR covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. CONTRACTOR agrees to incorporate the provisions of this paragraph in any sub-contract into which it might enter with reference to the work performed.
- J. CONTRACTOR shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work under this Agreement or payment for work thereof.
- K. CONTRACTOR shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at CONTRACTOR'S offices for inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.

7. FORCE MAJEURE

- A. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:
 - 1. A strike or work stoppage, unless caused by a negligent act or omission of the non-performing Party;

2. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
3. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
4. A declared emergency of the federal, state, or local government; or
5. Any other like event that is beyond the reasonable control of the non-performing Party;

then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

6. The non-performing Party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing Party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
7. The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
8. No obligations of either Party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
9. The non-performing Party uses all reasonable diligence to remedy its inability to perform.

B. Economic hardship of a Party does not constitute an event of *force majeure*. A Party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

C. The non-performing Party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

D. The Term of the Agreement will be extended by a period equal to that during which the non-performing Party's performance is suspended under this Section.

8. OBLIGATIONS OF CITY

- A. Upon commencement of this Agreement the CITY will deliver all of the CITY'S Recyclable Materials to the FACILITY, located at 3901 N. Orange Avenue, Sarasota, FL, during the scheduled receiving hours as specified in this Agreement. The CITY'S "Recyclable Materials" will be in accordance with the specifications provided in "Exhibit B."
- B. The CITY'S Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

- a. Review of all CONTRACTOR payment requests for approval or rejection; and
 - b. Periodic reviews of the work of the CONTRACTOR as necessary for the completion of the CONTRACTOR'S services during the Term of this Agreement.
- C. **Other than as agreed to herein, the CITY shall not provide any legal or other services to the CONTRACTOR in connection with any claim, suit, or action brought on behalf of or against the CONTRACTOR.**

9. SCHEDULED RECEIVING HOURS

- A. The FACILITY shall be open and available to receive the CITY'S Recyclable Materials from at least 7:00 a.m. to 5:00 p.m., Monday through Friday.
- B. The FACILITY may be closed on the following holidays: New Year's Day, Labor Day, Independence Day, Thanksgiving Day, and Christmas Day, but shall be open from at least 7:00 a.m. to 5:00 p.m. on the Saturday immediately following such holiday. No reductions in scheduled receiving hours shall be made without the prior written approval of the CITY'S Administrative Agent.

10. CONTINGENCY PLAN

- A. In the event that the CITY's current transportation methods break down or cannot deliver material to the FACILITY located at 3901 N Orange Ave, Sarasota, FL, the CONTRACTOR will assist in the movement of recyclable materials to the FACILITY by allowing the CITY to use the Jackson Road Transfer Station located at 250 S. Jackson Road in Venice, FL as long as Single Stream Recyclers is the operator of said Transfer Station. To use the transfer station, the CITY agrees to pay the then current tip fee used at the Transfer Station by the City of Venice.

11. TRANSPORT, PROCESSING, AND MARKETING

- A. The CONTRACTOR will bear all costs associated with processing the CITY'S Recyclable Materials and the transporting and marketing of CITY'S Recovered Materials.
- B. The CONTRACTOR must maintain complete and accurate records of material inflows and outflows. These records are subject to review by the CITY during normal business hours.
- C. The CONTRACTOR must employ a local manager charged with the responsibility of overseeing this Agreement. The CONTRACTOR'S local manager or other competent person must be available to communicate with the CITY'S Administrative Agent or designee during normal business hours and must be available as needed outside of normal business hours.
- D. The FACILITY design must incorporate material processing systems capable of receiving and processing Recyclable Materials in accordance with this Agreement. The systems must be designed to achieve the maximum product recovery rates.

12. DISPOSAL

The CONTRACTOR shall not dispose of and/or landfill any Recyclable Materials collected under this Agreement without the express written permission of the CITY'S Administrative Agent, which shall not be unreasonably withheld, particularly in circumstances where materials are contaminated. The CONTRACTOR must not knowingly, or without reasonable assumption, sell Recyclable Materials to

another agent that landfills or disposes of such material other than through recycling. This does not apply to Non-Recyclable Materials and Residue.

13. PUBLIC RECORDS LAW

In accordance with Florida Statutes, Section 119.0701, CONTRACTOR shall comply with all public records laws, and shall specifically:

- A. Keep and maintain public records required by the CITY to perform the service.
 - 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GSI-SL for State and Local Government Agencies.
{See <http://dos.dos.state.fl.us/library-archives/records-management/generalrecordsschedules/>}
 - 2. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the CITY. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/sub-contractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- B. Upon request from the CITY'S custodian of public records, provide the CITY, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format compatible with the information technology systems of the CITY.
- C. Ensure that 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, if CONTRACTOR does not transfer the records to the CITY following completion of the Agreement, for the time period specified in General Records Schedule GSI-SL for State and Local Government Agencies.
- D. Upon completion or termination of this Agreement, transfer, at no cost, to the CITY all public records in CONTRACTOR'S possession or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion or termination of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.
- E. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE (941) 429-7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.**

- F. Failure of CONTRACTOR to comply with these requirements shall be a material breach of this Agreement. Further, CONTRACTOR may be subject to penalties under Florida Statutes, Section 119.10.

14. TIMELY PERFORMANCE OF CONTRACTOR'S PERSONNEL

- A. The timely performance and completion of the required services under this Agreement is vitally important to the interest of the CITY. The CONTRACTOR must ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the CONTRACTOR'S key personnel must receive the written approval of the CITY'S Administrative Agent before the change or substitution can become effective.
- B. CONTRACTOR specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of CONTRACTOR or the CITY. Time is of the essence in the performance of this Agreement.

15. TERMINATION

- A. Termination for Cause. In the event there should occur any material breach or material default in the performance of any covenant or obligation of CONTRACTOR which has not been remedied within thirty (30) calendar days after receipt of written notice from the CITY specifying such breach or default with reasonable detail (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) calendar days, provided that the CONTRACTOR has undertaken the cure within such thirty (30) calendar days, and proceeds diligently thereafter to cure in an expeditious manner), the CITY may, if such breach or default is continuing, terminate this Agreement for cause upon ten (10) days written notice to the CONTRACTOR.
- B. Upon receipt of a Notice of Termination, CONTRACTOR shall promptly discontinue all affected work unless the Notice of Termination directs otherwise, deliver or otherwise make available to CITY all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of Agreement.
- C. The following events shall, without limitation, constitute a material breach or a material default by CONTRACTOR for purposes of this Section:
 - 1. Abandonment. If CONTRACTOR abandons operation of the FACILITY for a period of fourteen (14) consecutive calendar days unless caused by event of Force Majeure. As used herein, the term "abandon" shall refer to voluntary cessation of the operation of the FACILITY and a withdrawal of all operating and maintenance personnel.
 - 2. Processing. The failure of CONTRACTOR to process the CITY'S Recyclable Materials for a period of seven (7) consecutive days at any time after the commencement of this Agreement. Processing shall include processing at the designated FACILITY, or any other Materials Recycling Facility utilized due to extenuating circumstances. The use of a Materials Recycling Facility other than as designated herein must be approved in writing by the CITY'S Administrative Agent prior to such use, which approval shall not be unreasonably withheld, conditioned or delayed.

3. Hazardous Waste. If the CONTRACTOR'S hazardous substance contingency plan, as required by Section 3.i) of Exhibit "A," shall fail to comply with all federal and state regulations regarding the handling of Hazardous Waste.
 4. Nonpayment. The failure of CONTRACTOR to pay amounts owed to the CITY under the terms of this Agreement within thirty (30) calendar days after such amounts become finally due and payable, unless the CONTRACTOR has requested an extension and the extension has been granted.
 5. Bankruptcy. The City Manager or designee reserves the right to terminate this Agreement in the event the CONTRACTOR is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the CONTRACTOR, or an assignment is made for the benefit of creditors.
 6. Third Party Obligations. The default by CONTRACTOR with respect to any obligation to any third party pertaining to the CONTRACTOR, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of the CONTRACTOR, to assume control of the CONTRACTOR, or take possession of or to transfer or cause to be transferred to any third party any portion of the assets of the CONTRACTOR, but only if such default materially interferes with or prevents CONTRACTOR'S performance under the terms of this Agreement.
 7. If the CONTRACTOR shall fail to diligently perform its work in accordance with the requirements of this Agreement.
- D. Termination With or Without Cause. The performance of work under this Agreement may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the CITY'S best interest. Any such termination shall be effected by the delivery to the CONTRACTOR of a written notice of termination at least sixty (60) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the CONTRACTOR shall stop work on the date of receipt of the notice of termination or other date as specified in the notice; place no further orders or sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. CONTRACTOR will be paid only for such work performed up to the termination. Under no circumstances shall the CITY make any payment to CONTRACTOR for services that have not been performed or that are performed subsequent to the termination date.
- E. CONTRACTOR'S Termination for Cause. In the event there should occur any material breach or default in obligations of the CITY, which has not been remedied within thirty (30) calendar days after receipt of written notice thereof from the CONTRACTOR specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) calendar days, provided that the CITY has undertaken the cure within such thirty (30) calendar days, and proceeds diligently thereafter to cure in an expeditious manner), the CONTRACTOR may, if such breach or default is continuing, terminate this Agreement upon ten (10) days written notice to the CITY.

16. INDEPENDENT CONTRACTOR

The CONTRACTOR 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 CITY. 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 CONTRACTOR'S sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent CONTRACTOR and not as employees or agents of the CITY. CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Agreement. CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

17. NO HIRE

Neither Party shall solicit or hire the other Party's employees who were directly involved in this project during the Term and for six (6) months thereafter, unless mutually agreed in writing.

18. NOTICES

Any notice, demand, communication, or request required or permitted by this Agreement must be sent by certified mail, return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Agreement to the addresses listed below:

As to CITY: City of North Port, Florida
Attn: Solid Waste Manager
City of North Port Public Works Department
1100 N. Chamberlain Blvd.
North Port, Florida 34286
Tel: (941) 240-8074

With copies of Notices to: City of North Port, Florida
Attn: City Attorney's Office
4970 City Hall Boulevard
North Port, Florida 34286
Tel: (941) 429-7260

As to CONTRACTOR: Carmen Southern
Single Stream Recyclers, LLC
3901 N. Orange Ave
Sarasota, FL 34234

Notices shall be effective when received at the addresses specified above. Changes in the respective addresses which such notice is to be directed may be made from time to time by either Party by written notice to the other Party. Nothing in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and CITY.

19. ATTORNEYS' FEES

In any proceedings between the Parties arising out of or related to this Agreement, the prevailing Party shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).

20. SCRUTINIZED COMPANIES

- A. Certification. As required by Florida Statutes Section 287.135(2), for contracts of any amount, the CONTRACTOR must certify on a form provided by the CITY, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. Requirements. As required by Florida Statutes Section 287.135(5), for agreements of \$1,000,000 or more, the CONTRACTOR must certify on a form provided by the CITY, that all of the following are true:
 - (1) The CONTRACTOR is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - (2) The CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes Section 215.473; and
 - (3) The CONTRACTOR is not engaged in business operations in Cuba or Syria.
- C. Termination. If the CONTRACTOR provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the CONTRACTOR will be in breach of this Agreement and the CITY may terminate this Agreement.
- D. Penalty.
 - (1) A CONTRACTOR that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement, plus all reasonable attorneys' fees and costs, including any costs for investigations that led to the finding of the false certification; and
 - (2) Will be ineligible to bid on any Agreement with the CITY for three (3) years after the date the CITY determined that the CONTRACTOR submitted a false certification.

21. MISCELLANEOUS.

- A. Authority to Execute. The signature by any person to this Agreement will be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and will inure to the benefit of

(This space intentionally left blank. Signature pages to follow.)

FOR SINGLE STREAM RECYCLERS, LLC:

Print: JOAQUIN MARIEL

Sign: 

Title: Chief Commercial Officer

Date: 7/29/25

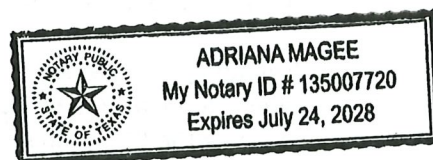
ACKNOWLEDGEMENT

STATE OF Texas
COUNTY OF Travis

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 29 day of July, 2025, by JOAQUIN MARIEL (name), as Chief Commercial Officer (title) for Single Stream Recyclers, LLC (entity).


Notary Public

___ Personally Known OR ☒ Produced Identification
Type of Identification Produced Texas Driver's License



the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.

- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein must be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision, or any acts of the Parties will be deemed to create any relationship between them other than that as detailed.
- E. Severability. In the event any court holds any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the Parties. One or more waivers by either Party of any breach of any provision, term, condition, or covenant must not be construed as a waiver of a subsequent breach by the other Party.
- F. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.
- G. Complete Contract. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the Parties, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the Parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both Parties and incorporated into this Agreement. Any amendments changing the CITY'S financial obligations under this Agreement will require approval by the City Commission. The City Commission hereby authorizes the City Manager or designee to approve and execute all Agreement amendments on behalf of the CITY that do not change the City's financial obligations under this Agreement.
- I. Assignment. The CONTRACTOR may assign this Agreement to an affiliate or successor entity upon written notice to the CITY. Any other assignment requires the written consent of the CITY's City Manager or designee, which shall not be unreasonably withheld, conditioned or delayed.
- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The CONTRACTOR must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows.

Approved by the City Commission of the City of North Port, Florida on _____, 2025.

CITY OF NORTH PORT, FLORIDA

PHIL STOKES
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES

EXHIBIT A

FEE SCHEDULE

PROCESSING FEE

- a. The CONTRACTOR'S Processing Fee is \$115.75 per ton, subject to adjustment as set forth below.
- b. The CONTRACTOR'S Processing Fee shall cover all operational, fiscal, administrative, legal, and managerial obligations for the delivery of the required services.
- c. Processing Fee Price Adjustments.
 - i. The processing fee shall be adjusted annually prior to the commencement of the CITY's fiscal year based on the percentage increase in the Consumer Price Index.
 - ii. The processing fee price adjustment, capped at 3% or -3%, shall be based on the percentage increase or decrease in the CPI for the twelve (12) month period ending January 31st before the end of the fiscal year on September 30th. "CPI" means Consumer Price Index - All Urban Consumers (CPI-U), Water, Sewer and Trash Collection (WST), (Not Seasonally Adjusted, 12-month rolling average) as published by the United States Department of Labor, Bureau of Labor Statistics. In the event this CPI is no longer viable or no longer reflective of consumer prices in the CITY'S geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual agreement of the Parties.
 - iii. If there is a decrease in the CPI, the CITY shall deliver a written request to the CONTRACTOR by February 1st before the end of the CITY's fiscal year (i.e. September 30th) for the processing fee to be adjusted downward. If there is an increase in the CPI, the CONTRACTOR shall deliver a written request to the CITY by March 1st before the end of the CITY's fiscal year for the processing fee to be adjusted upward.

RECYCLING REVENUE

1. The initial composition of Recyclable Materials will be as reflected below. Any new composition study values will replace the previous composition values. The CITY and the CONTRACTOR both have the right to be present for composition studies. No more than one (1) composition study per entity per year shall be conducted. Any study protocol and process must be mutually agreed upon in writing.

Initial Composition

Material	Index Description	Material %
Newspaper	PS 56 Sorted Residential Papers (SRNP)	7.25
Corrugated Containers	PS 11 Corrugated Containers	14.90
Mixed Paper	PS 54 Mixed Paper (MP)	25.50
Aluminum Cans	SMP Metals Aluminum Cans (Sorted, Baled, c/lb, picked up)	1.80
Steel Cans	SMP Metals Steel Cans (Sorted, Baled, \$/Gross ton, picked up)	2.60

PET	SMP Plastics PET (Baled, c/lb, picked up)	6.50
Natural HDPE	SMP Plastics Natural HDPE (Baled, c/lb, picked up)	1.50
Colored HDPE	Colored HOPE SMP Plastics Colored HDPE (Baled, c/ lb, picked up)	1.70
Plastics #3-#7	SMP Plastics Commingled (#3-#7, Baled, c/ lb, picked up)	1.90
Glass (Mixed)	SMP Glass 3 Mix (\$/ton del. As recyclable or disposable)	26.25
Polycoated Cartons	\$0.00	0.25
Contamination (up to 10%)	\$0.00	9.85
		100.00%

2. Blended Value. Each month CONTRACTOR must calculate the Average Market Value ("AMV") of North Port Recyclables by category (Commingled Material, Paper Products and OCC), defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages. The resulting AMV total is the Blended Value per ton of Recyclables.

Material	Market Value (\$/Ton)	Material%	AMV (\$/Ton)
Newspaper	\$32.50	7.25%	\$ 2.36
Corrugated Containers	\$85.00	14.90%	\$ 12.67
Mixed Paper	\$ 2.50	25.50%	\$ 0.64
Aluminum Cans	\$ 1,370.00	1.80%	\$ 24.66
Steel Cans	\$ 142.50	2.60%	\$ 3.71
PET	\$ 320.00	6.50%	\$ 20.80
Natural HDPE	\$ 820.00	1.50%	\$ 12.30
Colored HDPE	\$ 365.00	1.70%	\$ 6.21
Plastics #3-#7	\$ (30.00)	1.90%	\$ (0.57)
Glass (3 Mix)	\$ (22.50)	26.25%	\$ (5.91)
Polycoated Cartons	\$ -	0.25%	\$ -
Contamination (up to 10%)	\$ -	9.85%	\$ -
Blended Value per ton of Recyclables		100.00%	\$ 76.85

Note: The AMV values are used for illustrative purposes only and are subject to fluctuation.

3. Contamination.
- i) CONTRACTOR must have a hazardous substance contingency plan and provide it to the CITY upon the CITY's request. The contamination fee per ton for material delivered by or on behalf of the CITY that contains up to 10% contamination will be \$0.00 per ton. The AMV will be calculated on all material in loads containing up to 10% contamination.
 - ii) The contamination fee per ton for material delivered by or on behalf of the CITY that contains between 10.1% and 20% contamination will be \$80.00 per ton. The AMV will be calculated on all material in loads containing between 10.1% and 20% contamination.

- iii) The contamination fee per ton for material delivered by or on behalf of the CITY that contains more than 20% contamination will be \$80.00 per ton. The AMV will NOT be calculated on any material in loads that contains more than 20% contamination.
- iv) Contaminated loads will be identified on the tip floor by the CONTRACTOR and documented via photographic and written documentation that approximates percentage contamination in the load. Contamination percentage by load for CITY material will be assessed based on the tip floor workers' documentation and in-person visual assessment of the material. The percentage contamination of the load will then be used to determine whether the contamination fee is applied to the load with or without an applied AMV calculation.
- v) Load contamination will be visually estimated on a percentage basis by an employee stationed on the tip floor. The percentage contamination will be applied to the weight of the truck load to generate the weight amount of contamination.

NON-RECYCLABLE MATERIALS

1. Non-Recyclable Material delivered by or on behalf of the CITY will be considered contamination and includes, but is not limited to the following:
 - a. Plastic bags and bagged materials, even if containing Recyclable Materials.
 - b. Vinyl (coded and labeled V, 3).
 - c. Mirrors, windows, and auto glass.
 - d. Light bulbs.
 - e. Porcelain and ceramics.
 - f. Expanded polystyrene.
 - g. Glass and metal cookware/bakeware.
 - h. Hoses, cords, and wires.
 - i. Flexible plastic or film packaging and multi-laminated materials.
 - j. Microwaveable trays.
 - k. Un-numbered plastics.
 - l. Coat hangers.
 - m. Household appliances and electronics.
 - n. Yard waste, construction debris, and wood.
 - o. Food waste, liquids, and containers containing such items.
 - p. Any Recyclable Materials or pieces of Recyclable Materials less than four inches (4") in size, in any dimension, as measured by CONTRACTOR using its standard measurement procedures.
 - q. Textiles, cloth, or any fabric.
 - r. Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils.
2. Title to Non-Recyclable Material provided by CITY to CONTRACTOR is transferred to CONTRACTOR under CONTRACTOR'S receipt at CONTRACTOR's FACILITY or collection unless otherwise provided in this Agreement or applicable law.

EXCLUDED MATERIALS

1. Recyclable Material delivered by or on behalf of the CITY shall not contain any Excluded Materials, and CITY warrants that it has implemented appropriate procedures to prevent the inclusion of such materials. CONTRACTOR reserves the right to reject any delivery containing Excluded Materials.
2. "Excluded Materials" means tires, radioactive, volatile, corrosive, flammable, explosive (including propane tanks and batteries), biomedical (including needles, syringes, IV bags, and other medical supplies), infectious, biohazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.
3. Title to Excluded Materials shall remain with the CITY at all times.

RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES

EXHIBIT B

SPECIFICATIONS

RECYCLABLE MATERIALS

1. Acceptable Recyclable Materials must be dry, loose (not bagged), and include only the following:
 - a. Aluminum cans. Any food or beverage container constructed entirely of aluminum, empty.
 - b. Aluminum foil. Clean aluminum sheets or wrap commonly used in food preparation whether in sheets or formed into flexible containers.
 - c. Glass. Any food or beverage container constructed of glass of any color, empty, and rinsed.
 - d. Polycoated paper cartons. Aseptic boxes and gable top containers such as juice boxes, brick packs, milk and juice cartons.
 - e. Recyclable plastics (empty). The following plastic bottles or rigid containers as coded and labeled on the item by a number placed inside a triangle and letters placed below the triangle pursuant to F.S. § 403-708(7), as amended.
 - i. Polyethylene terephthalate bottles (coded and labeled PET, 1), with screw tops only.
 - ii. High-density polyethylene bottles (coded and labeled HDPE, 2).
 - iii. Low-density polyethylene (coded and labeled LDPE, 4).
 - iv. Polypropylene (coded and labeled PP, 5).
 - v. Other resin (coded and labeled OTHER, 7).
 - f. Steel and tin cans. Empty food or beverage containers which consist primarily of ferrous metals, commonly called tin cans and steel jar lids, and empty aerosol containers.
 - g. Corrugated cardboard. Cardboard with folds, ridges, grooves or wrinkles placed between flat paper surfaces and commonly used for cartons or boxes.
 - h. High-grade and other mixed paper. Magazines, catalogs composed of glossy paper, white or colored bond paper, book paper, telephone books, computer paper, cotton fiber, content paper, duplicator paper, manifold business forms, mimeo paper, office paper, printing paper, stationery, writing paper, photocopy or copy machine paper, laser paper, paper envelopes with or without plastic windows, carbonless (NCR) paper, brown Kraft paper, paper grocery bags, tabulating cards, facsimile paper, and manila folders but excludes paper coated or contaminated with metallics, plastic, wax, carbon, ammonia or non-soluble glue.
 - i. Newspapers. Dry newsprint including advertising.
 - j. Paperboard/chipboard. Flat, pressed, stiff paper including cereal boxes, shoe boxes, paper cartons and protective paper packaging for dry foods.
2. Title to Recyclables provided by CITY to CONTRACTOR is transferred to CONTRACTOR under CONTRACTOR'S receipt at CONTRACTOR's FACILITY or collection unless otherwise provided in this Agreement or applicable law.
3. Upon mutual written agreement, additional items may be added as Recyclable Materials to this exhibit.