

RECOVERED MATERIALS DEALER PERMIT AGREEMENT

THIS PERMIT AGREEMENT (hereinafter the "Agreement") is made and entered into this _____ day of _____, 20____, by and between the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation, whose mailing address is P.O. Box 2842, St. Petersburg, Florida 33731 (hereinafter the "City"), and _____, a _____, whose
(Name of Recovered Materials Dealer) (Type of Business Entity, i.e., corporation)
mailing address is _____, (hereinafter, "Recovered Materials Dealer")
(Street Address, City, State, Zip Code)
(collectively hereinafter, "Parties").

WITNESSETH:

WHEREAS the Recovered Materials Dealer has applied for a permit ("Permit") to collect, transport, and dispose of recovered materials within the city limits of the City, pursuant to the provisions of Chapter 27 of the City of St. Petersburg City Code (hereinafter "City Code"); and

WHEREAS the City has proposed certain conditions that must be met prior to the issuance of said Permit;

AGREEMENT

NOW THEREFORE, in consideration of the terms, conditions, covenants, and mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Issuance of Permit. No Permit will be issued unless and until all required documents are submitted to the City Sanitation Department and reviewed and approved by the City Attorney's office. Upon review and approval by the City Attorney's office, the Sanitation Department will issue the Permit in the name of the Recovered Materials Dealer named in this Agreement. The granting of a Permit pursuant to this Agreement shall not be construed as a grant of a franchise or vested rights. This Agreement supersedes and controls over any and all prior Recovered Materials Dealer permit Agreements executed by the Parties. No person or business is authorized to operate as a recovered materials dealer until the Permit has been issued by the City Sanitation Department.
2. Term. The Permit shall expire on November 30 following the date of issuance, except if the Permit is issued during the months of October or November, it shall expire on November 30 of the following year. If the City determines it is able to collect, remove, or dispose of the recovered materials whose collection, removal, or disposal is authorized by the Permit, the Permit shall expire six (6) months following the date the Recovered Materials Dealer is notified in writing of such determination.
3. Permit Application/Declaration and Permit Application Fee. The Recovered Materials Dealer has completed an application under penalty of perjury, attached hereto as Exhibit "A" and incorporated herein, pursuant to City Code, and this sworn declaration serves as the permit application of the Recovered Materials Dealer. The fifty dollar (\$50.00) permit application fee was paid to the City at the time the Recovered Materials Dealer submitted to the City the permit application/declaration.
4. Liability Insurance. The Recovered Materials Dealer agrees to maintain insurance in the minimum types and amounts required by the City's Risk Management Department pursuant to City Code. The City does not represent that such types and amounts are sufficient to protect the Recovered Material Dealer's interests or liabilities, and the insurance requirements of City Code shall in no way be interpreted to limit the Recovered Material Dealer's liability under this Agreement. A copy of the certificate evidencing the insurance coverage and naming the City as an additional insured is attached as Exhibit "B" and is incorporated herein.
5. Monthly Fee. If the Recovered Materials Dealer collects within the City: (1) garbage, rubbish, garden trash, commercial rubbish, construction debris, or demolition debris or (2) recovered material that it disposes of as garbage, rubbish, garden trash, commercial rubbish, construction debris, or demolition debris, then the Recovered Materials Dealer shall furnish to the City a duplicate copy of the Recovered Materials Dealer's monthly billing for such services in the format required by the city via e-mail to Cormac.Haverty-

Dennis@stpete.org, and to remit to the City for the month in which such services were rendered a fee calculated by multiplying the rate per cubic yard set forth in City Code Section 27-557(a)(6) (i.e., \$2.07 as of October 1, 2023) times the size of the container (in cubic yards) times the compaction ratio of four (4) to one (1) times the frequency of collection. For example, the fee as of October 1, 2023 will be calculated as follows:

$\$2.07 \times 20\% \times$ the size of the container (in cubic yards) \times the frequency of collection.

If the container has a compactor the monthly fee (as of October 1, 2023) will be calculated as follows:

$\$2.07 \times 20\% \times$ the size of the container (in cubic yards) \times the compaction ratio of four (4) to one (1) for compactor containers \times the frequency of collection.

In the event the rate per cubic yard set forth in City Code Section 27-557(a)(6) differs from the rate indicated in this Paragraph 5 during the term of this Agreement, the Recovered Materials Dealer agrees to pay a fee calculated based on the then-current rate. The Recovered Materials Dealer agrees to remit this fee to the City within thirty (30) days of the end of the month in which the material was collected. In the event payment is not delivered to the City's Central Cashier within thirty (30) days of the end of the month in which material is collected, the City shall charge a late fee of fifteen dollars (\$15.00) or fifteen percent (15%) of the total amount owed, whichever is greater. If any monthly fees due from the Recovered Materials Dealer to the City are outstanding following the expiration or termination of this Permit Agreement and the accompanying Permit, the City reserves the right to refuse to issue any subsequent Recovered Materials Dealer permits until all outstanding monthly fees are paid.

6. Agreement to Make Books and Records Available. The Recovered Materials Dealer agrees to make all books and records applicable to business conducted under the Permit available to the City or its designee for inspection and audit. Such books and records shall be made available to the City or its designee upon demand. The City shall be responsible for maintaining the confidentiality of any proprietary information obtained from the Recovered Materials Dealer during any such inspection and/or audit. The Recovered Materials Dealer shall retain all books and records applicable to business conducted under the Permit for the duration of the Permit and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
7. Agreement to Provide Notice of Proposed Modification of Service or Container. The Recovered Materials Dealer agrees to provide prior notice to the City of any proposed modification of the service or container. The Recovered Materials Dealer agrees not to implement such modification until it receives the prior written approval of the City for such modification.
8. Method of Making Collections. The Recovered Materials Dealer agrees to collect and transport materials in a manner and method acceptable to the City. The Recovered Materials Dealer agrees to take care in the loading and transportation of materials so that none of the material to be collected is left on public property or on City streets or alleys. Any materials left on public property or on City streets or alleys by the Recovered Materials Dealer shall be cleaned up immediately by the Recovered Materials Dealer or its designee. If the Recovered Materials Dealer fails to clean up the same within three (3) business hours after notice from the City, the City may cause such public property, streets, or alleys to be cleaned and may charge all costs to the Recovered Materials Dealer, plus an administrative overhead fee of 50% of such costs. In addition, the Recovered Materials Dealer agrees, pursuant to City Code, that:
 - a. Collections shall be made within the City limits only between the hours of 5:30 a.m. and 8:00 p.m.;
 - b. All vehicles used to make collections under the Permit shall travel between the point of collection and the disposal point on major thoroughfares and shall not use side streets;
 - c. Trucks and container assemblies used under the Permit shall be maintained in a manner to ensure the safety of citizens of the City, and all containers shall be lettered in accordance with City Code; and
 - d. The total gross weights hauled over City roads per vehicle shall not exceed the maximum gross weights established by federal, State, and City laws pertaining to vehicle weights.

9. Revocation of Permit. Should the City find that the Recovered Materials Dealer has violated this Agreement or Chapter 27 of City Code or has made false statements on any permit application or on any submittal pertaining to a permit, the City may, after notice to the Recovered Materials Dealer and an opportunity for the Recovered Materials Dealer to be heard, revoke the Permit in its entirety, suspend the Permit for a stated period of time, place the Recovered Materials Dealer on probation, or place other conditions thereon as the City finds necessary. During a period of suspension, the Recovered Materials Dealer shall immediately cease all collection activities for the duration of the suspension. In the event the Permit is revoked, the Recovered Materials Dealer shall immediately cease collection activities within the City and may only resume collection activities after a new Agreement, required documents, and payment are submitted to the City in the same manner as the with the previous permit.

10. Relationship of Parties. It is not the intent of the Parties that this Agreement be construed or deemed to represent a joint venture or common undertaking between the Parties, or between any Party and any third party. While engaged in carrying out and complying with the terms of this Agreement, the Recovered Materials Dealer and its agents and employees are independent principals and not contractors for or officers, agents, or employees of the City. The Recovered Materials Dealer shall not at any time or in any manner represent that it or any of its agents or employees are employees, officers, or agents of the City.

11. Amendments.

- a. The Parties acknowledge that this Agreement may be amended by mutual consent subsequent to execution. All amendments to this Agreement shall be ineffective unless reduced to writing and executed by the Parties.
- b. City reserves the right to amend City Code at any time during the effective term of this Agreement and the associated Permit which may affect provisions of this Agreement, and to require compliance with the amendments.

12. Notices. All notices, demands, requests for approvals or other communications between the Parties shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, by a recognized national overnight courier service, or by facsimile transmission to the office for each Party indicated below and addressed as follows:

a. To the Recovered Materials Dealer:

With a copy to:

b. To the City:

City of St. Petersburg
Sanitation Department
Attn: Director

(Physical Address)
2001 – 28th Street North
St. Petersburg, FL 33713

(Mailing Address)
P.O. Box 2842
St. Petersburg, FL 33731

13. Effectiveness of Notice. Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5) business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Paragraph. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other Party and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular Party hereto, the other Party may rely upon the last address given. Notices given by facsimile transmission shall be effective on the date sent.
14. Non-Action on Failure to Observe Provisions of this Agreement. The failure of any Party to promptly or continually insist upon strict performance of any term, covenant, condition, or provision of this Agreement, or any Exhibit hereto, shall not be deemed a waiver of any right or remedy that the Party may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition, or provision.
15. Applicable Law and Venue. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. Venue for any proceeding arising under this Agreement shall be in the Sixth Judicial Circuit, in and for Pinellas County, Florida, for state actions and in the United States District Court for the Middle District of Florida, Tampa Division, for federal actions, to the exclusion of any other venue.
16. Construction. The provisions of this Agreement shall not be construed in favor of or against any particular Party as each Party has reviewed the terms and conditions hereof and, by execution of this Agreement, acknowledges that said Party has carefully considered the legal ramifications of the instrument and has consulted with legal counsel or has knowingly and willingly chosen not to do so.
17. Entire Agreement.
 - a. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the Parties and supersedes and controls over any and all prior agreements (including any and all prior Recovered Materials Dealer Permit Agreements executed by the Parties), understandings, representations, correspondence, and statements whether written or oral. No Party shall be bound by any agreement, condition, warranty, or representation other than as expressly stated in this Agreement, and this Agreement may not be amended or modified except by written instrument signed by the Parties hereto, in accordance with this Agreement.
 - b. Any provisions of this Agreement shall be read and applied in para materia with all other provisions hereof.
18. Expiration or Termination.
 - a. This Agreement and the associated Permit shall automatically expire on the earlier of:
 - (1) November 30th following the date of issuance or, if the Permit is issued during the months of October or November, November 30th of the year next following the date of issuance; or
 - (2) Six (6) months after the date that the City determines it is able to collect, remove, or dispose of all accumulations at one or more of the locations being serviced by the Recovered Materials Dealer, in accordance with the provisions of Paragraph 2 above; or
 - b. This Agreement and the associated Permit shall be terminated:
 - (1) Following the revocation of this Agreement and the associated Permit by the City in accordance with Paragraph 9 above;
 - (2) Following a written notification of termination by either Party, or their successors in interest. The termination shall be effective ten (10) days following receipt of the written notification.

19. Approvals.

- a. For purposes of this Agreement, any required written permission, consent, approval, or agreement by the City means the approval of the Mayor or his designee, unless otherwise set forth herein, and such approval shall be in addition to any and all permits and other licenses required by law or this Agreement.
- b. For the purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his designee, unless otherwise set forth herein.

20. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable by a court of competent jurisdiction, shall not be affected thereby and shall, with the remainder of this Agreement, continue unmodified and in full force and effect.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute a single instrument.

22. Third Party Beneficiaries. The rights and obligations of the Parties set forth in this Agreement are personal to the Parties, and no third parties are entitled to rely on or have an interest in any such rights and obligations.

23. Assignment. This Agreement may be assigned only upon approval by the City and satisfactory proof by the assignee of compliance with all terms, conditions, and requirements of this Agreement, the accompanying Permit, and City Code.

24. Indemnification. The Recovered Materials Dealer shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, orders, decrees, actions, proceedings, losses, damages, costs and expenses (collectively, "Claims"), including but not limited to Claims related to damage or injury to property or persons (including loss of life) and court costs and attorney's fees at trial and on appeal, whether or not a lawsuit is commenced, alleged, or claimed by any person or entity, arising out of or in connection with, either wholly or in part, any of the following:

- a. The performance of the Recovered Material Dealer's obligations under this Agreement (including any amendments hereto) by the Recovered Materials Dealer, its employees, agents, representatives, or subcontractors; or
- b. The failure of the Recovered Materials Dealer, its employees, agents, representatives, or subcontractors to comply and conform with applicable laws in the performance of the Recovered Material Dealer's obligations under this Agreement; or
- c. Any negligent act or omission of the Recovered Materials Dealer, its employees, agents, representatives, or subcontractors in performance of the Recovered Materials Dealer's obligations under this Agreement, whether or not such negligence is claimed to be either solely that of the Recovered Materials Dealer, its employees, agents, representatives or subcontractors, or to be in conjunction with the actual negligence of others, including that of any of the Indemnified Parties; or
- d. Any reckless or intentional wrongful act or omission of the Recovered Materials Dealer, its employees, agents, representatives, or subcontractors in the performance of the Recovered Materials Dealer's obligations under this Agreement.

The provisions of this Paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Recovered Materials Dealer or otherwise obtained by the Recovered Materials Dealer, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

25. Public Records.

- a. The Recovered Materials Dealer shall comply with Florida laws regarding public records (e.g., Chapter

119, Florida Statutes, and specifically Chapter 119.0701(2)-(3)).

- b. **IF THE RECOVERED MATERIALS DEALER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE RECOVERED MATERIALS DEALER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**

26. Compliance with Federal, State, and Local Laws. The Recovered Materials Dealer shall abide by all applicable federal, State, and local laws, rules, and regulations (collectively, "Laws") including, but not limited to, Laws related to environmental compliance and the collection, transport, and disposal of recovered materials.
27. Authority to Execute and Bind. The person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Recovered Materials Dealer. If for any reason the person signing this Agreement is found to not have authority to execute this Agreement on behalf of the Recovered Materials Dealer, such person agrees that they shall be personally liable under the terms and conditions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

RECOVERED MATERIALS DEALER

By: _____

Print: _____

Title: _____

Date: _____

ATTEST:

(SEAL)

CITY OF ST. PETERSBURG

By: _____

Print: _____

Title: _____

Date: _____

City Clerk (or designee)

Approved as to Form and Content:

City Attorney (designee)
00690647

EXHIBIT A

RECOVERED MATERIALS DEALER PERMIT APPLICATION / DECLARATION

I, _____, hereby represent that the following is true and correct:
(Name of Individual Making Declaration)

1. That I am employed as _____ for _____,
(Position Title) (Name of Recovered Materials Dealer)
hereinafter referred to as Applicant.

2. That I am authorized by the Applicant to execute this Declaration.

3. That the Applicant is registered to do business in the State of Florida as a

- Corporation
- Limited liability company
- Partnership or limited liability partnership
- Other type of business entity (please specify) _____.

4. That the mailing address and phone number for the Applicant is _____
_____.

5. That the name of the Applicant's designated representative is _____ and the mailing
address for the named designated representative is _____
_____.

6. That Applicant is applying for a permit to collect, transfer, and dispose of recovered materials within the city
limits of the City.

7. That attached hereto (if applicable) is a complete record of all felony convictions, civil penalties and misdemeanor
convictions involving solid waste or recovered materials collection or disposal against the Applicant and every
partner, officer or director of Applicant.

8. That the locations (names and addresses) of establishments where service is to be provided using permanently
installed compactor equipment are as follows: _____

_____.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Sign: _____
(Signature of Individual Making Declaration)

****The fifty dollar (\$50.00) permit application fee is due at the time this Permit Application/Declaration is
submitted to the City.**

EXHIBIT B
CERTIFICATE OF INSURANCE