

**AMENDMENT NO. 1 TO THE EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE  
CITY OF DELRAY BEACH AND SOUTHERN WASTE SYSTEMS LLC FOR THE  
COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS**

THIS AMENDMENT NO. 1 to the Exclusive Franchise Agreement Between the City of Delray Beach and Southern Waste Systems LLC for the Collection of Solid Waste and Recyclable Materials dated March 9, 2015 ("Franchise Agreement") by and between the CITY OF DELRAY BEACH, a municipal corporation of the State of Florida ("City"), and WASTE MANAGEMENT INC. OF FLORIDA ("WMIF" or "Waste Management"), as successor to Southern Waste Systems, LLC pursuant to the Assignment dated December 14, 2015, is entered into this 5th day of December, 2017.

**WITNESSETH**

**WHEREAS**, the Franchise Agreement dated March 9, 2015, was initially issued to Southern Waste Systems, LLC. It was assigned to Waste Management on December 14, 2015; and

**WHEREAS**, the parties desire to amend the Franchise Agreement to update optional benefits to the City, update certain exhibits, and provide procedures to improve communication with CITY staff.

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. All capitalized terms shall have the meanings set forth in the Franchise Agreement as amended unless the context requires otherwise.
3. In Article 7 "Contractor's Specific Collection Services," a new section shall be added as follows:

**7.14 COLLECTION OF CITY'S TRASH RECEPTACLES ALONG  
ATLANTIC AVENUE, THE BEACH AND PINEAPPLE GROVE.**

The CONTRACTOR shall provide refuse collection service to the CITY'S trash receptacles listed in Exhibit 11 of this AGREEMENT. The charge for Sunday service is \$400 per Sunday.

4. Article 12 "The Residential Customer List," Section 12.1 shall be amended as follows:

**12.1 The CITY shall prepare a Residential Customer List which identifies the total number of each Dwelling Units that is are entitled to receive Residential Collection service from the CONTRACTOR pursuant to this**

AGREEMENT. No later than ninety (90) calendar days before the Commencement Date, the City shall provide its preliminary Residential Customer List to the Contractor. The preliminary Customer List shall be based on the City's list of people and Improved Property that currently are included in the assessment roll used by the Authority to assess and connect a non-ad valorem special assessment for disposal services. The preliminary Residential Customer List shall be subject to any additions or deletions deemed appropriate by the City. If the Contractor believes the Residential Customer List is inaccurate or incomplete, the Contractor shall promptly notify the Administrator about any proposed additions, deletions, or other revisions to the Residential Customer List.

5. Article 25 shall be amended as follows:

25. RESERVED. BIG BELLY SOLAR COMPACTORS.

The CONTRACTOR has provided twenty-six (26) Big Belly Solar Compactors to the CITY, as listed in Exhibit 8. The CONTRACTOR agrees to transfer full and complete title and ownership of these Big Belly Solar Compactors to the CITY. The CITY shall assume all responsibilities for repairs, maintenance and software updates for these Big Belly Solar Compactors. The CONTRACTOR shall be responsible to empty these Big Belly Solar Compactors when they are full.

6. Article 27 "Collection Containers," Section 27.1.3 shall be amended as follows:

27.1.3 **Garbage Carts** - Garbage Carts previously were purchased by the City and distributed to Residential Customers. The City also has an inventory of spare Garbage Carts. All of these Garbage Carts are and shall remain the property of the City.

Upon written notice to the Contract Administrator, the CONTRACTOR shall be allowed to distribute and use all of the Garbage Carts in the CITY's inventory when the Contractor provides Garbage Carts to Residential Customers pursuant to this Agreement. When the City's inventory is depleted, the Contractor shall purchase, assemble, and deliver all of the Garbage Carts that the Contractor must provide under this Agreement.

7. Article 33 "Contracts for Commercial Collection Service," Section 33.2 "Disclosure of Fees for Commercial Collection Service" shall be amended as follows:

The Contractor's service contract shall identify all of the services that the Contractor will provide to the Commercial Customer and all of the associated Rates. No fees or charges may be collected from any Commercial Customer unless such fees and charges were disclosed to

that Customer before the Contractor provided its services. With regard to existing Commercial Customers, the Contractor shall be presumed to have disclosed its Rates if the Contractor provided notice in compliance with Section 35 prior to commencing its Collection Service. This presumption shall expire on September 1, 2015 . Thereafter, if a dispute arises between a Customer concerning the Contractor's Rates, the Contractor will need to demonstrate that it has a service contract with the Customer or otherwise fully disclosed its Rates to the Customer prior to providing its Collection Service. The annual commercial disclosure of fees may be provided on the commercial invoice sent by the CONTRACTOR to its customers.

8. Article 35 "Public Notices and Educational Services," Section 35.1 "Notice of Commencement Of Service" shall be amended to add a new sentence to the end of the subsection, as follows:

At least thirty (30) calendar days before the Commencement Date, the Contractor shall design, print, and deliver a notice to each Commercial Customer concerning the Contractor's Collection Services. Notice shall be provided to Residential Customers approximately two (2) weeks before the Commencement Date and again approximately one week before the Commencement Date. The notice shall be delivered by the U.S. Postal Service or hand delivered via door hangers. At a minimum, the notice to Residential Customers shall (a) identify each of the Scheduled Collection Days for the Customer receiving the notice, (b) summarize the applicable Set Out requirements, and (c) include other educational and promotional information provided to the Contractor by the City. The notice also may provide any other relevant information concerning the Contractor's services. The City may provide notice to residents on the City water bill to satisfy this requirement.

- 9.. The following exhibits shall be replaced with new exhibits, as attached, which reflect changes to the lists of receptacles:
- a. Exhibit 7: List of Bus Shelters
  - b. Exhibit 8: List of Big Belly Solar Locations
  - c. Exhibit 9: List of City Properties.
  - d. Exhibit 11: List of Trash Receptacles on Atlantic Avenue, the Beach, and Pineapple Grove.
10. Exhibit 13, OPTIONAL BENEFITS, shall be replaced with a new Exhibit 13, as attached, that allows the City to cease optional benefits for recipients that no longer operate in the City and which amends the list of agencies that receive optional benefits.

11. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement and this Amendment No. 1 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

[Remainder of this page intentionally left blank]

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

ATTEST

CITY OF DELRAY BEACH

Katerri Johnson  
Katerri Johnson,  
City Clerk

[Signature]  
Mayor

Approved as to form and legal sufficiency:

[Signature]  
City Attorney

WASTE MANAGEMENT OF FLORIDA, INC.

By: David M. Myhan  
**DAVID M. MYHAN, PRES.**

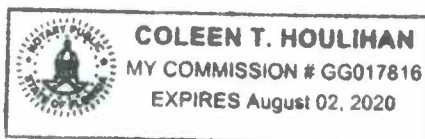
Name Printed or Typed

Title: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of March, 2019, by David Myhan, as President (name of the officer or agent, title of officer or agent), of WASTE MANAGEMENT INC. OF FLORIDA (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.



Coleen T. Houlihan  
Notary Public - State of Florida

**EXHIBIT 7**  
**LIST OF BUS SHELTER LOCATIONS**  
**IN DELRAY BEACH**

SHELTER #	LOCATED ON	INTERSECTION	COLLECTION DAY
1	Swinton Avenue	Atlantic Avenue	Monday
2	Congress Avenue	Lake Ida Road	Tuesday
3	Lake Ida Road	Congress Avenue	Tuesday
4	NE 1 <sup>st</sup> Street	NE 5 <sup>th</sup> Avenue	Monday
5	West Atlantic Avenue	NW 1 <sup>st</sup> Avenue	Tuesday
6	West Atlantic Avenue	SW 2 <sup>nd</sup> Avenue	Tuesday
7	SW 12 <sup>th</sup> Avenue	SW 4 <sup>th</sup> Street	Monday
8	SW 12 <sup>th</sup> Avenue	Auburn Drive	Wednesday
9	West Atlantic Avenue	Whatley Rd. (Opp. Delray Square)	Tuesday
10	N. Swinton Avenue	Lake Ida Road	Monday
11	Lindell Boulevard	Egret Circle	Tuesday
12	SW 10 <sup>th</sup> Street	Congress Avenue	Tuesday
13*	NW 5 <sup>th</sup> Avenue	NW 2 <sup>nd</sup> St. (MLK Dr)	Monday
14*	SW 5 <sup>th</sup> Avenue	West Atlantic Avenue	Tuesday
15	SE 5 <sup>th</sup> Avenue (US1)	Atlantic Avenue	Monday
16	SE 6 <sup>th</sup> Avenue (US1)	SE 1 <sup>st</sup> Street	Monday
17	SW 10 <sup>th</sup> Street	SW 11 <sup>th</sup> Terrace	Wednesday
18	Swinton Avenue	SE 10 <sup>th</sup> Street	Wednesday
19	West Atlantic Avenue	SW 10 <sup>th</sup> Avenue	Tuesday
20	West Atlantic Avenue	NW 8 <sup>th</sup> Avenue	Tuesday
21	SW 10 <sup>th</sup> Avenue	SW 10 <sup>th</sup> Avenue	Wednesday
22	SE 5 <sup>th</sup> Avenue	SE 10 <sup>th</sup> Street	Monday
23	Federal Hwy. (US 1)	Banyan Tree Lane	Monday
24	Federal Hwy. (US 1)	Linton Blvd	Tuesday
25*	Congress Avenue	Linton Blvd	Tuesday
26	South Military Trail	Delray West Plaza Ent.	Wednesday
27	South Military Trail	Bocaray Plaza Ent.	Wednesday
28	Lowson Boulevard	Pines of Delray Ent.	Tuesday
29	West Atlantic Avenue	Sherwood Forest Drive	Tuesday
30	West Atlantic Avenue	Sunset Pine Drive	Tuesday
31	Barwick Road	West Atlantic Avenue	Tuesday
32	Congress Avenue	Congress Park Ent.	Tuesday
33	Congress Avenue	PBC Health Department	Tuesday
34*	Congress Avenue	SW 10 <sup>th</sup> Street	Tuesday
35	South Military Trail	Wal-Mart Ent.	Wednesday
36	Federal Hwy (US1)	Harbourside Drive	Tuesday
37	Lindell Boulevard	Audubon Boulevard	Wednesday
38	Congress Avenue	2085 South Congress	Tuesday
39*	Federal Hwy (US1)	Lindell Boulevard	Wednesday
40	North Swinton Avenue	NE 5 <sup>th</sup> Street	Monday

41	Auburn Avenue	Auburn Drive	Wednesday
42	SW 10 <sup>th</sup> Avenue	1301 SW 10 <sup>th</sup> Avenue	Wednesday
43	SW 10 <sup>th</sup> Avenue	1301 SW 10 <sup>th</sup> Avenue	Wednesday
44	SW 10 <sup>th</sup> Avenue	Lindell Boulevard	Tuesday
45	SW 10 <sup>th</sup> Avenue	Linton Boulevard	Tuesday
46	Lindell Boulevard	Lake Delray Apartments	Wednesday
47	Lindell Boulevard	Dotterel Road	Wednesday
48	South Swinton Avenue	SW 4 <sup>th</sup> Street	
49	Military Trl @ Atlantic Ave	Gramercy Square	
50	West Atlantic Ave @ Whitley Rd	Colony Palms	
51	Federal Hwy @ Mongrove Park	Harbourside	
52	Atlantic Ave @ Congress Square		
53	NE 1 <sup>st</sup> Street @ NE 2 <sup>nd</sup> Ave (PGW)		
54	Old Germantown Rd @ Spanish Well Dr		
55	Old Germantown Rd @ SW 36 <sup>th</sup> Ave		
56	Old Germantown Rd @ Via Verona		
57	SW 22 <sup>nd</sup> Ave @ Germantown SW		
58	SW 22 <sup>nd</sup> Ave @ Germantown SE		
59	Federal Hwy @ Ed Morse	FDOT Variance	
60	SW 29 <sup>th</sup> St @ SW 20 <sup>th</sup> Terr		
61	SW 10 <sup>th</sup> Ave	Side of 10 <sup>th</sup> Street	
62	Linton Blvd @ Linton Squares Oaks		
63	SR-5 @ S Federal Hwy	Transportation Lane	
64	Lamat Ave @ SR-5 Federal Hwy	Ave G	
65	SR-5 @ S Federal Hwy	Fladells Way	
66	SR-5 @ S Federal Hwy	Lindell Blvd	
67	SR-5 @ S Federal Hwy	Delray Plaza	
68	SR-5 @ S Federal Hwy	Tropic Blvd	
69	2501S Federal Hwy	Formerly Ralph Buick	
70	2605 W Atlantic Ave @ NW 24 <sup>th</sup> Ave	Atlantic High School (Easement)	
71	2605 W Atlantic Ave @ NW 24 <sup>th</sup> Ave	Golf Course	

**Exhibit 8**  
**BIG BELLY UNITS SUBJECT TO LEASE AGREEMENT**

No	Station	Type	Waste Stream	Description	Groups
1	2401265	BB4	Trash	East on Board Walk -ADP	Beachside
2	2401267	BB4	Trash	Northwest odum field -Pompey Park	Pompey Park
3	2401272	BB4	Trash	Front of Bulding -Pompey	Pompey Park
4	2401283	BB4	Trash	Next to Basketball Court - Pompey	Pompey Park
5	2401286	BB4	Trash	Between pool & Tennis court	pompey Park
6	2401290	BB4	Trash	East Between fields -Main	Miller Park
7	2401297	BB4	Trash	Back of building, NW corner	Pompey Park
8	2401300	BB4	Trash	Front of Teddy's Field - Pompey	Pompey Park
9	2401924	BB4	Trash	Next to Bathrooms -Anchor Park	Beachside
10	2401925	BB4	Trash	North Seawall -Veterans	Veterans park
11	2401937	BB4	Trash	South Pavilion -Miller Park	Miller Park
12	2401950	BB4	Trash	N End main Pavilion	Beachside
13	2401951	BB4	Trash	Lady Atlantic - Veterans	Veterans park
14	2401960	BB4	Trash	Adult Center -Veterans	Veterans park
15	2401969	BB4	Trash	North Parking Lot -ADP	Beachside
16	2401973	BB4	Trash	Next to the playground -Anchor park	Beachside
17	2401975	BB4	Trash	South parking lot - ADP	Beachside
18	2401977	BB4	Trash	South Parking lot - Anchor	Beachside
19	2401980	BB4	Trash	Concession Stand - Pompey	Pompey Park
20	2401985	BB4	Trash	South or flag pole - Veterans	Veterans park
21	2401987	BB4	Trash	South end corner main - Pavilion	Beachside
22	2402001	BB4	Trash	West parking lot field 2 -Pompey	Pompey Park
23	2402005	BB4	Trash	Middle parking lot - Pompey Park	Pompey Park
24	2401249	BB4	Trash	West of Playground - Lakeview	Lakeview Park
25	2401255	BB4	Trash	Front of bathrooms - Orchard	Orchard View Park
26	2401285	BB4	Trash	Front of City Hall	City Hall



## EXHIBIT 9

### LIST OF CITY PROPERTIES RECEIVING COLLECTION SERVICE

The following table identifies the name and location of each City facility that will receive collection services, the type of collection service, the size of the collection container and the frequency of service required.

<u>Location</u>	<u>Type of Service</u>	<u>Containers</u>	<u>Frequency</u>
Fire Station #2 35 Andrews Ave	Garbage	3-96 gallon	1 time per week
Fire Station #3 651 Linton Blvd	Garbage	6-96 gallon	1 time per week
Fire Station #3 651 Linton Blvd	Recycling	2-96 gallon	1 time per week
PD Training Bldg 2350 Seacrest Blvd	Garbage	1-4 yard	1 time per week
Clean & Safe PW 434 S Swinton Ave	Garbage	1-6 yard dumpster	2 times per week
Miller Park 1905 SW 4 <sup>th</sup> Ave	Garbage	1-6 yard	2 times per week
Library 100 W Atlantic Ave	Garbage	5-96 gallon	2 times per week
Library 100 W Atlantic Ave	Recycling	4-96 gallon	1 time per week
City Hall 100 NW 1 <sup>st</sup> Ave	Garbage	2-8 yard dumpster	3 times per week
Fire Station #1 501 W Atlantic Ave	Garbage	1-8 yard dumpster	2 times per week
Fire Station #1 501 W Atlantic Ave	Recycling	2-96 gallon	1 time per week
Golf Club 2200 Highland Ave Bag Drop	Garbage	6-96 gallons	1 times per week
Golf Club 2200 Highland Ave Clubhouse	Garbage	1-4 yard dumpster	7 time per week
Golf Club 2200 Highland Ave Clubhouse	Recycling	1-4 yard cardboard	2 time per week
Golf Club 2200 Highland Ave Clubhouse	Recycling	5-96 gallon	1 time per week
Marina 159 Marine Way	Garbage	2-96 gallon	2 times per week
Marina 159 Marine Way	Recycling	11-96 gallon	1 time per week
Police Dept 300 W Atlantic Ave	Garbage	1-8 yard	3 times per week
Police Dept 300 W Atlantic Ave	Recycling	1-4 yard	2 times per week
Police Dept 800 W Atlantic Ave	Recycling	4-96 gallons	1 time per week
Pompey Park	Garbage	2-6 yard	2 times per week
Pompey Park	Garbage	1-4 yard	1 time per week
DB Historic RR Station 80 Depot Ave	Garbage	1-8 yard dumpster	1 time per week
Teen Center 505 SE 5 <sup>th</sup> Ave	Recycling	2-96 gallon	1 time per week

Water Treatment 200 NW 1 <sup>st</sup> Ave	Garbage	1-6 yard	1 time per week
Water Treatment 200 NW 1 <sup>st</sup> Ave	Garbage	1-3 yard	1 time per week
Swim & Tennis Club 2350 Jaeger Dr	Garbage	1-4 yard	1 time per week
Swim & Tennis Club 2350 Jaeger Dr	Recycling	8-96 gallon	1 time per week
Seacrest Soccer 2505 Seacrest Blvd N	Garbage	1-4 yard	2 times per week
Fire Station #5 4000 Germantown Rd	Garbage	4-96 gallon	2 times per week
PW 434 S Swinton Ave	Garbage	1-8 yard	4 times per week
PW 434 S Swinton Ave	Recycling	7-96 gallon	1 time per week
PW Pks & Maint 434 SW 4 <sup>th</sup> Ave	Recycling	1-8 yard	1 times per week
Lakeview Golf 1200 Dover Rd	Garbage	1-6 yard	2 times per week
Catherine Strong Park	Garbage	1-4 yard	1 times per week
Fire Station #4 4321 Lake Ida Rd	Garbage	2-96 gallons	2 times per week
Fire Station #4 4321 Lake Ida Rd	Recycling	2-96 gallons	1 time per week

**EXHIBIT 11****LIST OF TRASH RECEPTACLES ON ATLANTIC AVENUE, THE BEACH, AND  
PINEAPPLE GROVE**

<b>Beach</b>	<b>Amount</b>
S Ocean Blvd and Del Harbor Dr	1
S Ocean Blvd and Casuarina Rd	1
S Ocean Blvd and Anchor Park	1
320 S Ocean Blvd	1
S Ocean Blvd and Bay St	1
S Ocean Blvd and Nassau St	1
S Ocean Blvd and Ocean Terrace	1
S Ocean Blvd and Ingraham Ave	1
S Ocean Blvd and Sandoway Park	1
120 S Ocean Blvd	1
S Ocean Blvd and Miramar Dr	1
88 S Ocean Blvd	1
S Ocean Blvd and Sand Bar	1
40 S Ocean Blvd	1
10 N Ocean Blvd	2
120 N Ocean Blvd	2
126 N Ocean Blvd	1
N Ocean Blvd and Thomas St	1
200 N Ocean Blvd	1
222 N Ocean Blvd	1
N Ocean Blvd and Laing St	1
334 N Ocean Blvd	1
N Ocean Blvd and Seaspray Ave	1
N Ocean Blvd and Beach Dr	1
406 N Ocean Blvd	1
502 N Ocean Blvd	1
513 N Ocean Blvd	1
610 N Ocean Blvd	1
<b>North Side of Atlantic Avenue</b>	
E Atlantic Ave (Marriott)	3
E Atlantic Ave and Andrews Ave	1
1155 E Atlantic Ave	1
E Atlantic Ave and Venetian Dr	1
50 East Rd (Barr Terrace)	2
E Atlantic Ave and NE 7 <sup>th</sup> Ave	1

533 E Atlantic Ave	1
507 E Atlantic Ave	1
445 E Atlantic Ave	1
401 E Atlantic Ave	1
331 E Atlantic Ave	1
301 E Atlantic Ave	1
217 E Atlantic Ave	1
137 E Atlantic Ave	1
105 E Atlantic	1
E Atlantic Ave and NE 1 <sup>st</sup> Ave	1
E Atlantic Ave and N Swinton Ave	1
37 W Atlantic Ave Dunkin Donuts	1
201 W Atlantic Ave	1
W Atlantic Ave NW 3 <sup>rd</sup> Ave	1
301 W Atlantic Ave (Tony's Market)	1
301 W Atlantic Ave (SPY Store)	1
301 W Atlantic Ave (Mens Room)	2
401 W Atlantic Ave (Ziree)	1
401 W Atlantic Ave (Aloha Cleaners)	1
401 W Atlantic Ave (Mammas Pizza)	1
W Atlantic Ave NW 5 <sup>th</sup> Ave	1
501W Atlantic Ave (Fire Headquarters)	1
619 W Atlantic Ave	1
W Atlantic Ave and NW 7 <sup>th</sup> Ave	2
725 W Atlantic Ave (BP Station)	1
W Atlantic Ave and NW 8 <sup>th</sup> Ave	1
W Atlantic Ave (bus stop)	1
945 W Atlantic Ave	1
W Atlantic Ave and NW 10 <sup>th</sup> Ave	1
1135 W Atlantic Ave	1
<b>South Side of Atlantic Ave</b>	
W Atlantic Ave and SW 12 <sup>th</sup> Ave	1
W Atlantic Ave and SW 10 <sup>th</sup> Ave	2
910 W Atlantic Ave (bus stop)	1
W Atlantic Ave and SW 8 <sup>th</sup> Ave	2
702 W Atlantic Ave	1
W Atlantic Ave and SW 7 <sup>th</sup> Ave	1
606 W Atlantic Ave (Shuler Memorial)	1
W Atlantic Ave and SW 6 <sup>th</sup> Ave	1
540 W Atlantic Ave	1

524 W Atlantic Ave (Vintage Tap)	1
W Atlantic Ave and SW 5 <sup>th</sup> Ave	1
450 W Atlantic Ave (Checkers)	1
W Atlantic Ave and SW 4 <sup>th</sup> Ave	1
300 W Atlantic Ave (Police Dept)	2
W Atlantic Ave and SW 3 <sup>rd</sup> Ave	1
W Atlantic Ave (South County Courthouse)	1
W Atlantic Ave and SW 2 <sup>nd</sup> Ave	1
102 W Atlantic Ave	1
52 W Atlantic Ave	1
20 W Atlantic Ave	1
2 E Atlantic Ave	1
44 E Atlantic Ave	1
110 E Atlantic Ave	1
E Atlantic Ave (Park Tavern)	1
E Atlantic Ave and SE 2 <sup>nd</sup> Ave	1
250 E Atlantic Ave (Its Sugar)	1
290 E Atlantic Ave	1
E Atlantic Ave and SE 3 <sup>rd</sup> Ave	1
302 E Atlantic Ave (SunTrust)	1
330 E Atlantic Ave (Green Owl)	1
400 E Atlantic Ave	1
404 E Atlantic Ave	1
422 E Atlantic Ave	1
428 E Atlantic Ave	1
502 E Atlantic Ave	1
600 E Atlantic Ave (Blue Gallery)	1
640 E Atlantic Ave	1
804 E Atlantic Ave (Blue Anchor)	1
900 E Atlantic Ave (Tauriello)	11
900 E Atlantic Ave (Dr Fine)	1
900 E Atlantic Ave (Joseph John Salon)	1
900 E Atlantic Ave (Remax)	1
900 E Atlantic Ave (Private Jewelers)	1

900 E Atlantic Ave (Lapg.Realty)	1
1136 E Atlantic Ave	1
1218 E Atlantic Ave (Mimis)	1
E Atlantic Ave and Salina Ave J	1
E Atlantic Ave and S Ocean Blvd	1
273 NE 2 <sup>nd</sup> Ave (Mystery Bookstore)	1
200 NE 2 <sup>nd</sup> Ave (Nourishe)	1
200 NE 2 <sup>nd</sup> Ave (City Walk)	1
200 NE 2 <sup>nd</sup> Ave (David Zappitell)	1
200 NE 2 <sup>nd</sup> Ave (Rustic Rooster)	1
233 NE 2 <sup>nd</sup> Ave (United State of Fitness)	1
186 NE 2 <sup>nd</sup> Ave	1
NE 2 <sup>nd</sup> Ave (Art Garage)	4
NE 1 <sup>st</sup> Ave (Chamber of Commerce)	2
25 NE 2 <sup>nd</sup> Ave (House of Siam)	1
75 SW 5 <sup>th</sup> Ave	1
37 SW 5 <sup>th</sup> Ave	1
26 SW 5 <sup>th</sup> Ave	1
60 NW 5 <sup>th</sup> Ave	1
105 NW 5 <sup>th</sup> Ave	1
182 NW 5 <sup>th</sup> Ave	1
139 NW 5 <sup>th</sup> Ave	1
74 NE 4 <sup>th</sup> Ave	1
Corner of NE 2 <sup>nd</sup> Ave & NE 3 <sup>rd</sup> St	1
206 NE 2 <sup>nd</sup> Ave	2
149 NE 2 <sup>nd</sup> Ave	1
75 NE 2 <sup>nd</sup> Ave	1
Corner of SW 2 <sup>nd</sup> Ave & SW 1 <sup>st</sup> St	1
94 SW 5 <sup>th</sup> Ave	1
SW 15 <sup>th</sup> St. between SW 4 <sup>th</sup> & 5 <sup>th</sup> Ave.	1
Thomas Park at SW 9 <sup>th</sup> Ave & W. 15 <sup>th</sup> St	2
186 NW 5 <sup>th</sup> Ave	2

**Rogue cans:**

Military Tri and NW 5 <sup>th</sup> St	1
Military Tri and Lake Ida Rd	1
4675 Linton Blvd	1
Homewood Blvd and Black Olive Rd	1
SW 11 <sup>th</sup> Terrace and SW 10 <sup>th</sup> St	1
SE 2 <sup>nd</sup> Ave and 2 <sup>nd</sup> St	
SE 2 <sup>nd</sup> Ave and 3 <sup>rd</sup> St	

SE 2 <sup>nd</sup> Ave and 4 <sup>th</sup> St	
SE 3 <sup>rd</sup> Ave and SE 4 <sup>th</sup> St	1
SE 3 <sup>rd</sup> Ave and SE 10 <sup>th</sup> St	1
NW 2nd St and NW 10th Ave	1
378 NE 5th Ave	1
900 block NW 2nd St	1

## EXHIBIT 13

### OPTIONAL BENEFITS AND SERVICES

The Contractor shall provide additional services to the City in compliance with the requirements in this Exhibit 13. These services were proposed by the Contractor in its response to the City's RFP and they constitute Optional Benefits for the City and its residents. These Optional Benefits shall be provided to the City, without charge, each Operating Year. If the City determines that a recipient of optional benefits is no longer located in nor operating in the City, the funds may be redirected to a non-profit event or agency selected jointly by the City and the Contractor.

1. Recycle Delray!

The Contractor shall work with the "Recycle Delray" program to promote recycling through community events and outreach programs for local schools and businesses. The Contractor shall provide at least Two Thousand Dollars (\$2,000) in financial contributions, plus in-kind time and marketing resources.

2. Delray Beach Public Library

The Contractor shall donate at least Two Thousand Five Hundred Dollars (\$2,500) annually to the Delray Beach Public Library.

3. Keep America Beautiful Coastal Cleanups

The Contractor shall support the coastal cleanup program conducted by Keep America Beautiful. The Contractor shall donate at least Two Hundred Fifty Dollars (\$250) to each local youth program that sends volunteers to the cleanup, up to a maximum amount of Two Thousand Five Hundred Dollars (\$2,500) per cleanup. In addition, the Contractor shall contribute One Thousand Dollars (\$1,000) as a sponsor for each cleanup. This cash commitment is limited to one coastal cleanup event per year. The total value of these contributions to the coastal cleanup program shall be at least Three Thousand Five Hundred Dollars (\$3,500) each year.

4. Annual Shredder Day

Once each year, the Contractor shall provide free shredding services to the City and its residents at a mutually agreeable location in the City. The value of this service is estimated to be at least Three Thousand Five Hundred Dollars (\$3,500) each year.



5. New Trucks and New Equipment

The Contractor shall purchase at least One Thousand One Hundred Fifty (1,150) new Mechanical Containers and a new fleet of vehicles that the Contractor shall use when providing Collection Services in the City. On the Commencement Date, the average age of the Contractor's vehicles, including spare and reserve vehicles, shall be one year or less.

6. Portable Restrooms for City Events

The Contractor shall provide portable restroom services to the City for the following annual events:

- (a) The City's First Night Celebration;
- (b) the City's annual Christmas Tree Lighting;
- (c) the City's Fourth of July Celebration; and
- (d) the Chris Evert Tennis Tournament.

The Contractor estimates that these services shall have a value in excess of Ten Thousand Dollars (\$10,000) each year.

7. Sponsorship of City Events

The Contractor shall provide cash to sponsor one or more City events each year and the total of such contributions shall be at least Ten Thousand Dollars (\$10,000).

8. Waste Removal Services for ~~Garlic Festival~~ the City's St. Patrick's Day Parade and Delray Affair.

The Contractor shall provide waste removal services each year for the ~~City's Garlic Festival~~ the St. Patrick's Day Parade and the City's Delray Affair. The Contractor estimates the value of these services shall be at least Two Thousand Five Hundred Dollars (\$2,500) each year.

9. Portable Restrooms for Additional Events

The Contractor will provide services for five (5) different events sponsored by the Delray Chamber of Commerce and/or the Chamber's affiliates. More specifically, the Contractor shall provide portable restrooms for five (5) events, up to a value of Two Thousand Dollars (\$2,000) per event. In this manner, the Contractor shall provide benefits worth at least Ten Thousand Dollars (\$10,000) per year.

10. Delray Chamber of Commerce.

The Contractor shall provide a cash donation of Ten Thousand Dollars (\$10,000) each year to the Delray Chamber of Commerce and/or the Chamber's affiliates for the sponsorship of community events, including but not limited to the Garlic Festival and the Delray Affair.

11. You Recycle, We Replant

The Contractor shall work with the City to plant trees in public places where there is a need to add or replace trees. The Contractor shall work with the City's Public Works Department to provide in-kind donations, trucking, and labor worth at least Five Thousand Dollars (\$5,000) annually.

12. Pine Grove Elementary School Safety Patrol and Carver Middle School

The Contractor shall provide a cash contribution each year in the amount of Two Thousand Five Hundred Dollars (\$2,500) to support the Pine Grove Elementary School's Safety Patrol and the school's annual trip to Washington, D.C. The Contractor shall provide a cash contribution each year in the amount of Five Thousand Dollars (\$5,000) to support the Carver Middle School robotics or equivalent program.

13. The CONTRACTOR shall provide a cash contribution each year of the AGREEMENT in the amount of Five Thousand Dollars (\$5,000) to support Orchard View Elementary School.

14. The CONTRACTOR shall provide a cash contribution each year of the Agreement in the amount of Five Thousand Dollars (\$ 5,000) to support 4 Knowledge is Power College Tour.

~~43-15~~ Guaranteed Benefits for the City and Community

In paragraphs 1 through 4 and 6 through ~~42~~ 14, above, the Contractor agrees to provide financial contributions and in-kind services worth at least Sixty-Six Thousand Five Hundred Dollars (\$66,500) each Operating Year during the term of the Agreement, beginning with the Operating Year that starts on October 1, 2015. Upon request, the Contractor shall provide documentation to the City demonstrating that the Contractor has satisfied these financial commitments. If at any time the City reasonably concludes that the Contractor has not fully satisfied these commitments, the Contractor shall remedy the shortfall in its spending within twelve (12) months after receiving notice from the City. In such circumstances, the City and the Contractor shall work together to identify mutually acceptable projects that

the Contractor shall support with cash or in-kind contributions to remedy the shortfall. The Contractor also may remedy any shortfall by increasing its contributions to the activities and projects identified in this Exhibit 13.

Notwithstanding the foregoing, the City recognizes that the Contractor may not make contributions worth Sixty-Six Thousand Five Hundred Dollars (\$66,500) during the First Operating Year because the First Operating Year (i.e., June 1, 2015 to September 30, 2015) will be less than twelve (12) calendar months in duration. During the First Operating Year, the Contractor shall support all of the community events that are described above in paragraphs 1 through 4 and 6 through 12, if such events occur during the First Operating Year. In addition, during the First Operating Year, the Contractor shall provide the funds and services described in paragraphs 1, 2, 4, 11 and 12, above. Funds for the services described in paragraph 7 shall be paid pro-rata during the First Operating Year. Subject to the City's written approval, the City and Contractor may mutually agree to substitute similar programs and benefits of at least equal or greater value than as described above.