150 N. E. Second Avenue Deerfield Beach, Florida 33441-3598 Telephone (954) 480-4200 Fax (954) 480-4268

City of
DEERFIELD
BEACH

January 26, 2011

Mr. Mitch Kessler, President
KESSLER CONSULTING INC.
14620 N. Nebraska Avenue Bldg. D
Tampa, FL 33613

RE: Resolution No. 2011/004; Assessment Contract with Kessler Consulting Inc.

Dear Mr. Kessler:

Enclosed herewith is one (1) copy of Resolution No. 2011/004 and one (1) fully executed original Contract between the City of Deerfield Beach and Kessler Consulting Inc. approving a solid waste and recycling assessment contract. Please retain for your records.

If you have any questions, please contact the City Clerk's office at (954) 480-4213.

Sincerely,

Ada Graham-Johnson, MMC,
City Clerk

AGJ/qt

Enclosure(s)

c: Charles DaBrusco, PWES Director

RECEIVED
JAN 29 2011
BY:

Mayor
Peggy Noland

Vice Mayor
Joseph P. Miller

Commissioners
Bill Ganz
Sylvia Poitier
Martin Popelsky

City Manager
Burgess Hanson

InternetCoast

Deerfield Beach 2001 All-America City Finalist
Deerfield Beach 2003 All-America City Finalist
Deerfield Beach 2004 All-America City Finalist

AMERICA'S FIRST PROJECT IMPACT COMMUNITY
BLUE WAVE CAMPAIGN

RESOLUTION NO. 2011/004

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SOLID WASTE AND RECYCLING ASSESSMENT CONTRACT WITH KESSLER CONSULTING, INC.

WHEREAS, the City of Deerfield Beach issued an RFQ for solid waste and recycling operations assessment; and

WHEREAS, the City received five qualified submittals; and

WHEREAS, the number one ranked submittal was from Kessler Consulting, Inc. (KCI); and

WHEREAS, the City Manager or his designee was authorized to seek to develop a contract with KCI for the task as set forth in RFQ; and

WHEREAS, the City Manager has submitted the attached contract for review and approval by the City Commission pursuant to the RFQ process; and

WHEREAS, the City Commission believes it is in the best interest of the City of Deerfield Beach to enter into said contract;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The attached contract with KCI is hereby approved and either the Mayor or the City Manager is authorized to execute same and the City Manager authorized to implement said contract.

PASSED AND ADOPTED THIS 11TH DAY OF JANUARY, 2011.

PEGGY NOLAND, MAYOR

ATTEST:

ADA GRAHAM JOHNSON, MMC, CITY CLERK

Deerfield/Resolutions/KCI Contract for solid waste assessment

AGREEMENT

Between

DEERFIELD BEACH

and

Kessler Consulting Inc.

For

Solid Waste and Recycling Assessment

RFQ# 2010-11/02

This is an Agreement, made and entered into by and between: CITY OF DEERFIELD BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY,"

AND

Kessler Consulting Inc, a Florida corporation, hereinafter referred to as "CONSULTANT."

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and CONSULTANT agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **Agreement** - means this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

1.2 **Contract Administrator** - The employee designated by the City Manager. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CONSULTANT and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this

Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

ARTICLE 2

SCOPE OF SERVICES

2.1 CONSULTANT shall perform all work identified in this Agreement and Exhibit "A." The parties agree that the scope of services is a description of CONSULTANT's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONSULTANT impractical, illogical, or unconscionable.

2.2 CONSULTANT acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on September 30, 2011. City and Consultant may agree to additional tasks, over and above those provided for in Exhibit A, together with pricing and a time period for said tasks; any such additional work must be approved by the City Commission and contained in a written amendment executed by the parties.

3.2 All duties, obligations, and responsibilities of CONSULTANT required by this Agreement shall be completed no later than September 30, 2011. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 4

COMPENSATION

4.1 CITY agrees to pay CONSULTANT, in the manner specified in Section 4.3, the not-to-exceed amount of Eighty six thousand six hundred twenty Dollars ($86,620) for work actually performed and completed pursuant to this Agreement and Thirteen thousand one hundred Dollars ($13,100) for all reimbursables

agreed to in Section 4.2, which amounts shall be accepted by CONSULTANT as full compensation for all such work and expenses. It is acknowledged and agreed by CONSULTANT that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONSULTANT for its services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. City and Consultant may agree to additional tasks, over and above those provided for in Exhibit A, together with pricing and a time period for said tasks; any such additional work must be approved by the City Commission and contained in a written amendment executed by the parties.

4.2 REIMBURSABLES

4.2.1 Expenses, reasonable in amount and nature, which are directly attributable to the Project, may be charged at no more than actual cost. The maximum sum which may be charged for expenses shall not exceed Thirteen thousand one hundred Dollars ($13,100) and shall be limited to the following:

a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes, as may be amended from time to time. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically authorized in advance and in writing by the Contract Administrator. Transportation expenses to and from locations within the Miami-Dade/Broward/Palm Beach County area will not be reimbursed.

b) Cost of printing drawings and specifications which are required by or of CONSULTANT to deliver services set forth in this Agreement.

4.2.2 A detailed statement of expenses must accompany any request for reimbursement. Expenses other than auto travel must be documented by copies of paid receipts, checks, or other evidence of payment.

4.2.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Section 4.2.1 is a limitation upon, and describes the maximum extent of, CITY's obligation to reimburse CONSULTANT for expenses, but does not constitute a limitation, of any sort, upon

CONSULTANT's obligation to incur such expenses or perform the services identified in Article 2.

4.3 METHOD OF BILLING AND PAYMENT

4.3.1 CONSULTANT may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. For reimbursable expenses, CONSULTANT may submit invoices no more often than bi-weekly. Invoices shall designate the nature of the services performed and/or the expenses incurred. CONSULTANT shall submit with each invoice a Certification of Payments to Subcontractors. The certification shall be accompanied by a copy of the notification sent to each subcontractor listed, explaining the good cause why payment has not been made.

4.3.2 CITY shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

4.4 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT or failure to comply with this Agreement. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to the Contract Administrator, payment may be made. The amount withheld shall not be subject to payment of interest by CITY.

4.5 Payment will be made to CONSULTANT at:

Kessler Consulting Inc
14620 N. Nebraska Avenue, Bldg D
Tampa, FL 33613

ARTICLE 5

INDEMNIFICATION

CONSULTANT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONSULTANT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONSULTANT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by City Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due CONSULTANT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

ARTICLE 6

INSURANCE

6.1 To ensure the indemnification obligation contained above, CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Sections 6.3, 6.4, 6.5, and 6.6, in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

6.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and the City of Deerfield Beach City Commission by naming CITY and the City of Deerfield Beach City Commission as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

6.3 Professional Liability Insurance. A Professional Liability Insurance Policy shall be provided which shall contain minimum limits of one million dollars ($1,000,000) for each claim. Any deductible amount shall not exceed Twenty five thousand dollars ($25,000) for each occurrence. **CONSULTANT shall**

notify CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy.

6.4 Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of one million Dollars ($1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of two million Dollars ($2,000,000) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations.

Independent contractors.

Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

6.5 Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of one million Dollars ($1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles, if applicable.

Hired and Non-Owned Vehicles, if applicable.

Employers' Non-Ownership, if applicable.

6.6 Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of one million Dollars ($1,000,000) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

6.7 CONSULTANT shall furnish to CITY's Contract Administrator Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Agreement and attached hereto as Exhibit D. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement. The Certificate of Insurance shall be in a form acceptable to the CITY'S Risk Manager. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.

6.8 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is completed. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

6.9 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a subcontractor, CONSULTANT shall ensure that subcontractor names CITY as an additional insured.

ARTICLE 7

TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination

shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, CONSULTANT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.4 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for CITY's right to terminate this Agreement for convenience.

7.5 In the event this Agreement is terminated for any reason, any amounts due CONSULTANT shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONSULTANT grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT and its subcontractors that are related to this Project. CONSULTANT and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONSULTANT and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONSULTANT and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's and its subcontractors' records, CONSULTANT and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONSULTANT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.2.

8.3 PUBLIC ENTITY CRIME ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a

period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

8.4 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT pursuant to this Agreement shall be subject to the supervision of CONSULTANT. In providing such services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONSULTANT or CONSULTANT's agents any authority of any kind to bind CITY in any respect whatsoever.

8.5 THIRD PARTY BENEFICIARIES

Except as provided under Subsection 8.2.6, neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

City Manager
150 NE 2nd Avenue
Deerfield Beach, FL. 33441

FOR CONSULTANT:

Mitch Kessler, President
Kessler Consulting Inc
14620 N. Nebraska Avenue, Bldg D
Tampa, FL 33613

8.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, CONSULTANT shall not subcontract any portion of the work required by this Agreement. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONSULTANT of this Agreement or any right or interest herein without CITY's written consent.

CONSULTANT represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.8 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

CONSULTANT further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONSULTANT is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONSULTANT or any persons in anyway from

representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONSULTANT.

8.9 MATERIALITY AND WAIVER OF BREACH

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.10 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

8.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CONSULTANT or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits A, B and C are incorporated into and made a part of this Agreement.

8.18 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.19 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

_____

_____

CITY OF DEERFIELD BEACH

By: _____, MAYOR

Date: 1/24/11

ATTEST:

_____
ADA GRAHAM-JOHNSON, MMC, CITY CLERK

APPROVED AS TO FORM:

_____
ANDREW S. MAURODIS, CITY ATTORNEY

CONSULTANT

Kessler Consulting, Inc.

WITNESSES:

Jennifer Langston

Don Ross

By Mitch Kessler, President

4th day of January, 2011

(SEAL)

EXHIBIT A

Scope of Services

EXHIBIT B

RFQ #2010-11/02

EXHIBIT C

Consultant Response to RFQ

EXHIBIT D

Insurance Certificate

Exhibit A

kessler consulting inc.
innovative waste solutions

December 23, 2010

Carl F. Peter, Director
City of Deerfield Beach, Public Works Department
401 SW 4th Street
Deerfield Beach, Florida 33441

RE: Scope of Work
Solid Waste and Recycling Services Assessment
KCI Project Number 99-90

Dear Mr. Peter:

As requested, Kessler Consulting, Inc. (KCI) is pleased to submit this proposed scope of work to assist Deerfield Beach (City) with its solid waste and recycling services assessment. Under this proposed scope, KCI will conduct a variety of tasks in order to assist the City with developing its Solid Waste Strategic Plan. As part of this Strategic Plan, KCI will evaluate the City's Solid Waste and Recycling Division and provide recommendations for improving the efficiency and cost-effectiveness of its collection services. In addition, KCI will conduct a public vs. private collection services evaluation and a feasibility analysis of other value added services. Finally, KCI will develop a Solid Waste Strategic Plan highlighting improvement and potential cost savings to the City, as well as be available for Other Technical Assistance on an as needed basis. An explanation of proposed tasks and activities, a list of project deliverables, and an estimated budget are provided below.

Task 1: Evaluation and Analysis of Solid Waste and Recycling Division Functions

In Task 1, KCI will analyze the existing solid waste collection operation and service levels currently being provided to the City's residents and commercial properties. KCI will assist the City by developing options and recommendations for improving the efficiency and cost-effectiveness of these systems and services as well as benchmark the City's operation against other similar systems. Finally, as part of the evaluation, KCI will conduct a study to examine the advantages and disadvantages of a privatization effort. Provided below are the activities we anticipate conducting as part of this task:

- Meet with City staff to discuss the City's existing collection system and develop a project plan.
- Request and review documents and data necessary to evaluate the system.
- Conduct field level observations, operational staff interviews, ride-a-longs, and route audit based data collection with Solid Waste field personnel, Fleet Services Department, Administration, Utility Billing, and Purchasing.

- Evaluate record keeping, data management, revenue assurance systems, and existing user rates and fee structures.
- Research comparable organizations and benchmark findings against current City operations. Develop tools to assist the City in measuring improvement progress over time. System metrics to be compared include, but are not limited to, customer rates, operational metrics, and system costs.
- Conduct a Public vs. Private collection services evaluation to identify the advantages and disadvantages of privatization including a case study review of previous privatization and de-privatization efforts, a study of the control and oversight, costs, and comparable services a privatization effort could offer, and the overall cost effectiveness of privatization.
- Identify and review with City staff the program components and options that could potentially lower costs, improve efficiency, or otherwise help the City meet its objectives. System elements to be reviewed include, but are not limited to, labor requirements; task system; fleet replacement schedules and funding; equipment maintenance costs and procedures; health, safety, and risk management; operating budgets; application of new technology; and the City's current solid waste and recycling data.

Task 1 Deliverables:

- Summary or presentation of project progress at conclusion of evaluation.
- Participation in kick-off meeting, site visit, and up to four additional meetings with City staff, Management, and/or elected officials.

Task 2: Strategic Planning

In Task 2, KCI will assist the City in the development of a Solid Waste System Strategic Plan. Based on the previously completed evaluation of Solid Waste Division functions and procedures, privatization analysis, and benchmarking study, KCI will develop a Strategic Plan for the City's Solid Waste and Recycling Division. The Plan will illustrate the Division's mission, and establish system goals for the next five-year planning horizon. The Plan will include options and recommendations for improving the efficiency and cost-effectiveness of the system, as well as addressing the feasibility of implementing other value added and sustainable services. Provided below are the activities we anticipate conducting as part of this task:

- Develop an equipment replacement and funding strategy.
- Identify "value added" sustainable solid waste services the City does not currently provide, and evaluate the advantages and disadvantages of including same as part of an integrated program.
- Evaluate the implication of franchise fees as a potential revenue source and provide recommendations on user rates and fees in order to sustain ongoing cost of operations.
- Analyze the Division's labor requirements, production, current workforce levels, and cost of risk in order to develop staffing model recommendations.
- Analyze benefits of workplace efficiencies identified in Task 1.
- Develop Solid Waste system recommendations for a City Commission workshop presentation.
- Assist City staff with the development of a strategy to meet County and State level mandates and goals.

Task 2 Deliverables:

- Draft Strategic Plan document for City comment including recommendations.
- Assist City Staff with presenting Draft Strategic Plan to elected officials.
- Final Strategic Plan.
- Participation in up to three meetings with City staff, Management, and/or elected officials.

Task 3: Strategic Plan Implementation and Other Technical Assistance

KCI will assist the City with the implementation of the program changes outlined in the strategic planning process in Task 2 and Other Technical Assistance identified by City staff. Tasks and activities performed under this task will vary greatly depending upon the strategies approved by the City. Based on available budget, such assistance might include, but would not be limited to, the following:

- Assist the City during any collection service transition period, including coordinating and facilitating transition meetings, reviewing transition plans, and preparing public education materials related to the transition.
- Assist in developing language for any necessary ordinance changes.
- Developing and drafting program education and outreach materials.
- Assist with long-term planning.
- Assist with Green Government initiatives.
- Identify and prepare grant proposals.
- Other services as requested.

Compensation

Because of the nature of this project and the potential variability in the level of effort required in certain tasks, KCI proposes to conduct all work on a time-and-materials basis for an amount not to exceed $99,720 for Tasks 1, 2, and 3 without the City's prior approval. All expenses will be billed at cost without markup. For your convenience, a detailed budget and project timeline is attached.

KCI appreciates the opportunity to submit this scope of work and looks forward to working with you on this project. Please do not hesitate to contact me if you have questions or would like additional information concerning our qualifications or this scope of work.

Sincerely,

Kessler Consulting, Inc.

Mitch Kessler
President

Project Budget by Task

CLIENT	City of Deerfield Beach, FL
PROJECT NAME	Collection Analysis and Strategic Plan
PROJECT NUMBER	99-90
DATE OF ESTIMATE	12/22/10

LABOR						
		Task 1	Task 2	Task 3		
CATEGORY (POSITION)	HOURLY RATE	Evaluation and Analysis	Strategic Planning	Implementation	TOTAL HOURS	TOTAL DOLLARS
Project Director	$165.00	16.0	24.0	16.0	56.0	$9,240
Project Manager	$130.00	80.0	100.0	24.0	204.0	$26,520
Senior Consultant	$125.00	20.0	48.0	8.0	76.0	$9,500
Consultant	$85.00	100.0	120.0	40.0	260.0	$22,100
Research Analyst	$75.00	100.0	80.0	40.0	220.0	$16,500
Technical Support	$60.00	16.0	24.0	6.0	46.0	$2,760
SUBTOTAL LABOR HOURS		332.0	396.0	134.0	862.0	
SUBTOTAL LABOR DOLLARS		$32,500	$40,600	$13,520		$86,620
DIRECT COSTS						
REPRODUCTION						$0
COMMUNICATIONS		$100	$100	$50		$250
TRAVEL		$8,700	$2,490	$1,660		$12,850
SUPPLIES						$0
SUBTOTAL DIRECT COSTS		$8,800	$2,590	$1,710		$13,100
TOTAL PROJECT BUDGET						
LABOR + DIRECT COSTS		$41,300	$43,190	$15,230		$99,720

Project Timeline

Task		Weeks from Notice to Proceed																											
#	Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
I	Kick-Off Meeting	*																											
	Operations Evaluation				*				*																				
	Benchmarking and Progress Measurement Framework											*																	
	Public vs. Private Collection Services Evaluation - Case Studies														*✓														
II	Feasibility Analyses (Value Added/Sustainable Services)																✓												
	Develop and Review DRAFT Strategic Plan and Recommendations																				*✓								
	Finalize Strategic Plan																								*				*✓
III	Other Technical Assistance	*To Be Determined (TBD) - Completion may extend beyond above timeframe*																											

* = Meeting/site visit or field work
✓= Deliverable due

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S). AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

HALCYON UNDERWRITERS INC
2600 LAKE LUCIEN DR STE 304
MAITLAND, FL 32751
(888) 661-3938

X0079 700

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 661-3938 FAX (A/C, No): (888) 872-8921
E-MAIL ADDRESS: Service.center@travelers.com
PRODUCER CUSTOMER ID #: 4579R4053

INSURED

KESSLER CONSULTING, INCORPORATED
14620 N NEBRASKA AVE, UNIT D
TAMPA, FL 33613

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: THE PHOENIX INSURANCE COMPANY	
INSURER B: THE TRAVELERS INDEMNITY COMPANY	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 925785216341520 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		680-1155L288-10	02/16/2010	02/16/2011	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	$5,000
	X HIRED AUTO						PERSONAL & ADV INJURY	$1,000,000
	X NON OWNED AUTO						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐							$
B	X UMBRELLA LIAB ☒ OCCUR			CUP-6064Y191-10	02/16/2010	02/16/2011	EACH OCCURRENCE	$2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$2,000,000
	☐ DEDUCTIBLE							$
	X RETENTION $5,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - BLANKET ADDL INSD-OWNERS/LESSEES/CONTR, CG D1 05.

CERTIFICATE HOLDER

THE CITY OF DEERFIELD BEACH
150 NE 2ND AVE.
DEERFIELD BEACH, FL 33441

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Mary J. Swan

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/20/2011

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

PrimeGroup Insurance Services, Inc.
5440 Beaumont Center Blvd.
Suite #445
Tampa FL 33634

CONTACT NAME: Jessica Morneault
PHONE (A/C, No, Ext): (813) 890-0415 FAX (A/C, No): (813) 885-4311
E-MAIL ADDRESS: jmorneault@primegroupins.com
PRODUCER CUSTOMER ID #: 00002199

INSURED

Kessler Consulting, Inc.
14620 Nebraska Ave. Building D
Tampa FL 33613

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Bridgefield Employers Ins. Co.	10701
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1091407906 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						x WC STATUTORY LIMITS / x OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A		0830-41210	3/7/2010	3/7/2011	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

The City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

E Ellsasser #A077187/ Ellsasser

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY) 01/20/11

PRODUCER
BRUCE F CUMMING ALLSTATE
6405 SHELDON RD
TAMPA, FL 33615
PH: 813-282-0069
FAX: 813-207-5069

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A:
INSURER B: ALLSTATE INSURANCE
INSURER C:
INSURER D:
INSURER E:

INSURED
KESSLER CONSULTING, INC
14620 N NEBRASKA AVE
SUITE D
TAMPA, FL 33613

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS AND MAY BE SELF-INSURED.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				EACH OCCURENCE	$
					FIRE DAMANGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
						$
B	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X MEDICAL PAYMENTS 5,000	649825010	07/02/2010	07/02/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
	EXCESS LIABILITY OCCUR / CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
B	OTHER COLLISION COMPREHENSIVE	649825010	07/02/2010	07/02/2011	DED	250
					DED	100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
2005 TOYOTA PRIUS/ 2001 GMC SAVANA

CERTIFICATE HOLDER X ADDITIONAL INSURED; INSURER LETTER:
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

CANCELATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/20/2011

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PRODUCER
Lassiter-Ware Insurance
4401 W. Kennedy Blvd., Suite 200
Tampa, FL 33609

CONTACT NAME:
PHONE (A/C, No, Ext): 352.787.3441 FAX (A/C, No): 888.883.8680
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
Kessler Consulting, Inc.
14620 N. Nebraska Ave
Building D
Tampa, FL 33613

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Safety RRG, Inc.	25448
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 10-11 Cert **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS / OTHER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Claims Made			MPL0098111006	07/12/2010	07/12/2011	$1,000,000 Each Claim $1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

The City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patricia Schmaltz/JOANR

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ACORD™

AGENCY CUSTOMER ID:

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Lassiter-Ware Insurance	Kessler Consulting, Inc. Building D Tampa, FL 33613
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: ACORD Certificate of Liability Insurance

CERTIFICATE HOLDER: The City of Deerfield Beach

Garage Liability

INSR LTR	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	ANY AUTO					AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $

Automobile Liability

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)

Excess/Umbrella Liability

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
			$

Other Liability

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
			$2,500 SIR per claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

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150 N. E. Second Avenue Deerfield Beach, Florida 33441-3598 Telephone (954) 480-4200 Fax (954) 480-4268

RECEIVED
JUL 12 2012

City of
DEERFIELD
BEACH

June 18, 2012

SENT VIA CERTIFIED MAIL

Mitch Kessler
President
Kessler Consulting, Inc.
14620 N. Nebraska Ave. Bldg. D
Tampa, FL 33613

RE: Solid Waste and Recycling Assessment
RFQ #2010-11/02

Dear Mr. Kessler,

In reference to the Amendment to Agreement that was approved at the June 5, 2012, Commission Meeting (Resolution #2012/101) you will find attached, a fully executed agreement between your company and the City of Deerfield Beach.

The term of this agreement has been extended to September 30, 2014 with the option to renew the agreement for three (3) additional one (1) year terms.

Should you have any questions, please call me at (954) 480-4380.

Sincerely,

David Santucci, CPPB
Purchasing Manager

Enclosures – One (1) Original Contracts

C: Chad Grecsek, Assistant Director of Environmental Service

Mayor
Peggy Noland

Vice Mayor
Bill Ganz

Commissioners
Joseph P. Miller
Martin Popelsky
Ben Preston

City Manager
Burgess Hanson

InternetCoast

Deerfield Beach 2001 All-America City Finalist
Deerfield Beach 2003 All-America City Finalist
Deerfield Beach 2004 All-America City Finalist

AMERICA'S FIRST PROJECT IMPACT COMMUNITY
BLUE WAVE CAMPAIGN

kessler consulting inc.
innovative waste solutions

December 2, 2013

Chad Grecsek
Director of Recycling and Solid Waste Management
City of Deerfield Beach, FL
401 S.W. 4th Street
Deerfield Beach, FL 33441

RE: Proposed Scope of Work for Solid Waste & Recycling Consulting Services

Dear Mr. Grecsek,

As requested, Kessler Consulting, Inc. (KCI) is pleased to submit this proposed scope of work to assist the City of Deerfield Beach (City) with ongoing operational improvement efforts within the Department of Recycling and Solid Waste Management (Department). Over the past three years, KCI has worked with the City to implement a number of operational improvements. The City has again retained KCI to provide additional operational, management, and technological expertise to further improve the functions of the Department. An explanation of proposed tasks and activities, a list of project deliverables, and an estimated budget are provided below.

Task 1: Audit of Commercial and Multi-Family Accounts with Roll Cart Recycling Service

In Task 1, KCI will perform a service audit of the existing commercial and multi-family customers receiving roll cart recycling service in the City. This task will help the City ensure that these customers are billed for the services being delivered, that services are performed as requested and expected by customers, and that employees are operating City equipment safely and reliably. Provided below are the activities we anticipate conducting as part of this task:

- Meet with City staff to discuss the City's commercial and multi-family roll cart recycling service, and develop a project plan.
- Conduct a five-day audit of commercial and multi-family accounts to record cart sizes and collection frequencies.

Task 1 Deliverables:

- Participation in kick-off meeting.
- Database of observed containers, locations, and collection frequencies

Task 2: Additional Technical Assistance

In Task 2, KCI will provide additional technical assistance as time and budget allow. Listed on the following page are some of the activities we anticipate conducting as part of this task.

These activities are not all-inclusive and are subject to change based on the needs of the City.

- Conduct a review of commercial business operations, and develop recommendations for increasing efficiencies and reducing costs.
- Develop tools to assist Department staff with container/asset inventory management.
- Based on audit results collected in Task 1, investigate discontinuation of carted commercial recycling service and replacement with single stream dumpster recycling service to improve efficiency and asset utilization.
- Examine opportunities to incorporate commercial recycling accounts into City's existing Recycle Perks incentive program.
- Review and provide comments on commercial route optimization options.
- Research the prospective business of compactor sales, leasing, and maintenance as it applies to the City.
- Research and provide guidance for transitioning fleet to a compressed natural gas (CNG) fueling system.
- Review existing bulk material disposal agreements, and provide recommended contract language revisions for future agreements.
- Additional consulting services as allowed by budget.

Task 2 Deliverables:

- To be determined, but may include summaries of analyses, technical memoranda, and preparation for and attendance at meetings.

Compensation

KCI proposes to conduct the work described above on a time-and-materials basis for a total amount not to exceed $25,000 without the City's prior approval.

KCI appreciates the opportunity to submit this scope of work and looks forward to working with you on this project. Please do not hesitate to contact me if you have questions or would like additional information concerning our qualifications or this scope of work.

Sincerely,

Kessler Consulting, Inc.

Don Ross
Director of Operations
813.971.8333

xc: Mitch Kessler

RENEWAL OF AGREEMENT

THIS RENEWAL OF AGREEMENT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and KESSLER CONSULTING, INC. (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Solid Waste and Recycling Assessment Services pursuant to RFQ #2010-11/02; and

WHEREAS, the initial AGREEMENT term began January 11, 2011 expiring on March 31, 2012; and

WHEREAS, the City Commission authorized and approved the extension of the Original Agreement at the June 5, 2012 Regular Commission Meeting, Resolution 2012/101; extending the initial AGREEMENT term to September 30, 2014 with the option to renew the agreement for three (3) additional one (1) year terms, unless otherwise terminated pursuant to the terms of the original Agreement; and

WHEREAS, the terms and conditions of the AGREEMENT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the AGREEMENT for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the AGREEMENT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The agreement renewal term shall begin on October 1, 2014 and will expire on September 30, 2015, (two (2) renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original AGREEMENT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

Heather A. Montenegro

Daniela Themistocle

ATTEST:

for Gillian Deputy

ADA GRAHAM-JOHNSON, MMC, CITY CLERK

APPROVED AS TO FORM:

ANDREW S. MAURODIS, CITY ATTORNEY

CITY OF DEERFIELD BEACH

By: Burgess Hanson

BURGESS HANSON, CITY MANAGER

Date: 9/11/14

CONTRACTOR MUST EXECUTE THIS AGREEMENT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

_____
(Secretary)

_____
(Corporate Seal)

Kessler Consulting Inc.
(Name of Corporation)

By_____
(Signature)

Mitch Kessler President
(Type Name/Title Signed Above)

21st day of August, 2014.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

_____

_____

_____
(Name)

By_____
(Signature)

_____
(Type Name Signed Above)

____ day of _____, 20___.

CITY REQUIRES THREE (3) FULLY-EXECUTED AGREEMENTS, FOR DISTRIBUTION