

1 Introduced May 13, 2014, by Councilman  
2 Cusimano, seconded by Councilwoman  
3 Harbison, (by request of Administration)

4 **Item No. 14-05-3031**

5  
6 **ORDINANCE NO. 3727**

7 An ordinance authorizing the Mayor to execute a garbage service contract.

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9 WHEREAS, pursuant to LSA-R.S. 33:4169.1, the Slidell City Council, as  
10 Governing Authority for the City of Slidell, Parish of St. Tammany, State of Louisiana, has  
11 the power and authority to enter into Time Contracts for the collection and transportation of  
12 garbage or trash and the collection, processing and marketing of recyclables, within the  
13 territorial limits of the City of Slidell, for a term up to ten (10) years; and

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17 WHEREAS, the Slidell City Council, as Governing Authority for the City of  
18 Slidell, Parish of St. Tammany, State of Louisiana, has determined that the current  
19 garbage contract is due to expire and shall expire on June 30, 2014; and

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22 WHEREAS, Progressive Waste Solutions of LA ("Provider") is the successor-  
23 in-interest to Coastal Waste Services, Inc.; and

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27 WHEREAS, City desires to enter into a new contract with Provider for the  
28 collection and transportation of garbage or trash and the collection, processing and  
29 marketing of recyclables, within the territorial limits of the City of Slidell; and

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WHEREAS, Provider has demonstrated to the City that it is an established  
and well-funded corporation, possesses substantial assets, and enjoys a proven  
reputation; Provider has also demonstrated its ability to perform all requirements under the

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4 previous Contract with the City including, but not limited to, quick response time, access to  
5 other resources of personnel and equipment to meet the City's needs in times of  
6 emergencies and maintaining a specific level of support until such time as normal  
7 conditions have been restored; as well as a proven history of high quality service to the  
8 citizens of Slidell; and  
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12 WHEREAS, Provider has submitted a new non-exclusive contract setting out  
13 a reduction in fees, no CPI or other increase for three (3) years (until July of 2017), twice  
14 per week collections, and committed to continue the level of quality service presently  
15 realized by the City; and  
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19 WHEREAS, the proposed contract has been analyzed in light of the  
20 requirements of the City and the provision of the best service to the citizens of Slidell.  
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22 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that the  
23 contract proposal submitted by Progressive Waste Services Solutions of LA, Inc. be  
24 accepted and approved.  
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4 BE IT FURTHER ORDAINED by the Slidell City Council that the Mayor be  
5 and is hereby authorized to sign and approve any and all documents necessary to  
6 implement said contract.  
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9 **ADOPTED** this 10th day of June, 2014.

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12 Landon Cusimano  
13 President of the Council  
14 Councilman-at-Large

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17 Freddy Drennan  
18 Mayor

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21 Thomas P. Reeves  
22 Council Administrator

DELIVERED	6/10/14
12:00 pm.	to the Mayor
RECEIVED	6/13/14
10:00 am.	from the Mayor

**TIME CONTRACT  
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF  
MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS  
FROM RESIDENTIAL UNITS  
IN THE CITY OF SLIDELL, LOUISIANA  
JULY 1, 2014**

**TIME CONTRACT  
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF  
MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS  
FROM RESIDENTIAL UNITS  
IN THE CITY OF SLIDELL, LOUISIANA**

THIS TIME CONTRACT (this "Agreement") is made and entered into as of the \_\_\_\_ day of May, 2014, by and between Progressive Waste Solutions of LA, Inc., a Delaware corporation (the "Service Provider"), and the City of Slidell, Louisiana (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the non-exclusive license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste and Recyclable Materials from Residential Units (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**SECTION 1. DEFINED TERMS.**

The following terms, as used herein, will be defined as follows:

**Bulky Item** - Any household item measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items.

**Business Day** - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City.

**Commercial Unit** - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

**Construction and Demolition Waste** - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Bulky Items.

**Container** - Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the City by the Service Provider and utilized by a Residential Unit or the City for collecting Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Containers are designed to hold between sixty-five (65) gallons and forty (40) cubic yards of Solid Waste.

**Green Waste** - Grass, leaves, flowers, stalks, stems. Christmas trees and tree trimmings that are generated by a Residential Unit, and not by any third party contractor of any such Residential Unit. Tree trunks and limbs shall not exceed 50 pounds in weight or 12 inches in diameter. Trees, limbs, branches, etc. need not be bundled or tied. Grass, leaves, flowers and other yard waste of the like shall be bagged.

**Handicapped Residential Unit** - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Municipal Solid Waste and Recyclable Materials. The identities of the members of a Handicapped Residential Unit shall be certified by the City's Chief Administrative Officer and agreed to by the Service Provider.

**Hazardous Waste** - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Louisiana statute, rule, order or regulation.

**Holidays** - The following days:

- (1) New Year's Day (January 1<sup>st</sup>)
- (2) Memorial Day
- (3) Independence Day (July 4<sup>th</sup>)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25<sup>th</sup>)

**Landfill** - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Louisiana Department of Environmental Quality ("LDEQ") within the State of Louisiana, or the appropriate governing agency for landfills located outside the State of Louisiana.

**Municipal Solid Waste** - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

**Recyclable Materials** -

- (a) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;
- (b) Metal cans composed of tin, steel or aluminum (excluding scrap metal); and
- (c) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.

**Recycling Container** - A receptacle with sixty-four (64) gallons of capacity that is provided to a Residential Unit for the collection of Recyclable Materials.

**Residential Unit** - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

**Roll-Out** - A receptacle with ninety-five (95) gallons of capacity that is provided to the City or Residential Units by the Service Provider and utilized by the City and Residential Units for the collection of Municipal Solid Waste.

**Solid Waste** - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Louisiana under the Louisiana Solid Waste Regulations § 115 whether such waste is mixed with or constitutes Recyclable Materials.

**White Good** - Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

## **SECTION 2. NON-EXCLUSIVE AGREEMENT.**

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, the non-exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste and Recyclable Materials from Residential Units over, upon, along and across the City's present and future streets, alleys, bridges and public properties. This Agreement shall not constitute a franchise or exclusive right to collect from Commercial Units within the City.

## **SECTION 3. OPERATIONS.**

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Municipal Solid Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Residential Units, and (ii) placed within Roll-Outs or Recycling Containers by those Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling or disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, the title to all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials collected, hauled and recycled or disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

#### **SECTION 4. REGULAR COLLECTIONS.**

A. Municipal Solid Waste Collections. The Service Provider will collect Municipal Solid Waste from Residential Units twice per week; provided, that (i) such Municipal Solid Waste is placed in Roll-Outs provided by the Service Provider, and (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit no later than 7:00 a.m. on the scheduled collection day. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Roll-Outs. Municipal Solid Waste in excess of the Roll-Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider, in its sole discretion. Each Residential Unit may purchase another Roll-Out for excess Municipal Solid Waste or as a replacement for any Roll-Out which is missing or lost from the Residential Unit or damaged beyond its practical use for \$65.00 per Roll-Out.

B. Recyclable Materials Collections. The Service Provider will collect Recyclable Materials from Residential Units once per week; provided, that (i) such Recyclable Materials are placed in Recycling Containers, and (ii) such Recycling Containers are placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit no later than 7:00 a.m. on the scheduled collection day. The Service Provider shall only be responsible for collecting, hauling and recycling of Recyclable Materials placed inside Recycling Containers. Recyclable Materials in excess of the Recycling Containers' limits, or placed outside or adjacent to the Recycling Containers, will not be collected by the Service Provider. Each Residential Unit may purchase another Recycling Container for excess Recyclable Materials or as a replacement for any Recycling Container which is missing or lost from the Residential Unit or damaged beyond its practical use for \$65.00 per Recycling Container.

C. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Containers; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need. The City shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Residential Units.

#### **SECTION 5. BULKY ITEM AND GREEN WASTE COLLECTIONS.**

A. Pre-Arranged Collections. The Service Provider will collect an unlimited amount of Bulky Items and Green Waste from Residential Units once per week; provided, that the Bulky Items and Green Waste (i) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, and (ii) are reasonably contained. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Bulky Items and Green Waste from those Residential Units that have complied with Section 1 and this Section 5.A. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods



have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Negotiated Collections. It is understood and agreed that the Services provided under Section 5 do not include the collection of Bulky Items, Bundles, Construction and Demolition Waste, White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Residential Unit regarding the collection of such items.

## **SECTION 6. MUNICIPAL COLLECTIONS.**

The Service Provider will provide, at no cost to the City, collection of Municipal Solid Waste and/or Recyclable Materials from the following locations. The City shall specify the levels of service and reasonably determine the frequency of services to the locations in this Section 6. The City may specify additional City-owned locations to be serviced by the Service Provider at no cost to the City.

- City Auditorium
- City Hall
- City Court
- Police Station
- Textron Building
- Rufus Viner Center
- Airport Office Building
- Animal Control Building
- Treatment Plant
- City Barn
- John Slidell Park
- Fritchie Park
- Heritage Park
- Public Operations
- All City Museums
- Possum Hollow Park
- Clifton Ducksworth Park
- Schneider Canal Pump Station
- Police Academy
- All City Parks

Service Provider will provide one hundred (100) Port o lets for City functions at no cost to City.

**SECTION 7. PUBLIC COMMUNICATION.**

Service Provider shall furnish to Residential Units and the City, information regarding pick-up times, collection days, Holidays, CFC evacuation, Roll-Out and Recycling Container replacement, and collection routes.

**SECTION 8. TITLE TO EQUIPMENT.**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

**SECTION 9. RATES AND FEES.**

Subject to adjustment, as provided in Section 10 hereof, for the Services provided to Residential Units under Sections 4.A. and 5.A., hereof, the Service Provider shall charge \$16.99 per month for each Residential Unit, plus \$1.82 per month for each Residential Unit for the Services provided under Section 4.B. hereof. Therefore, the total rate for each Residential Unit per month shall be \$18.81 for all Services provided by the Service Provider herein. This rate applies to all Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

**SECTION 10. RATE ADJUSTMENT.**

A. CPI Adjustment. Beginning on July 1, 2017 and on each July 1 of this Agreement thereafter, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI. As used herein, "CPI" shall mean Consumer Price Index, All Urban Consumers published by the Department of Labor, Bureau of Labor Statistics. At the start of the fiscal year, beginning July 1, 2017 and every fiscal year thereafter, the fees of compensation may be adjusted by a percentage amount equal to the percentage change in the CPI for the previous calendar year or five (5%) percent, whichever is less.

B. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

**SECTION 11. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts or used tires from any Container provided by the Service Provider located at

any Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts or used tires.

**SECTION 12. TERM OF AGREEMENT.**

The term of this Agreement shall be for a period of five (5) years, commencing on July 1, 2014 and concluding on June 30, 2019. The initial term of this Agreement shall be extended for a successive five-year term, unless either party provides written notice to the other party of its intent not to renew this Agreement, not less than ninety (90) days prior to the expiration of the initial term and not more than one hundred eighty (180) days prior to the expiration of the initial term. Any such written notice shall be served by certified mail, return receipt requested or via nationally recognized overnight carrier, in accordance with the provisions of this Agreement.

**SECTION 13. ASSIGNMENT.**

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

**SECTION 14. ENFORCEMENT.**

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Residential Units for the purposes of rendering the Services contemplated hereby.

**SECTION 15. NUMBER OF RESIDENTIAL UNITS.**

For the 13-month period ending June 30, 2015, the number of residential units encompassed within this Contract is 9480. Thereafter, the Service Provider may seek an adjustment of the number of residential units on an annual basis. Service Provider shall give the City reasonable advance notice of the count and the City shall accompany Service Provider during that count. Should the City decline to participate in the count, the number of residential units calculated by Service Provider pursuant to the count shall establish the number of residential units encompassed within the Contract; however, Service Provider's record of count shall be subject to inspection and review by City. Should the City elect to participate in the count and the City agrees with the number of residential units calculated by Service Provider pursuant to the count, the number of residential units calculated by Service Provider shall establish the number of residential units encompassed within the Contract. Should the City elect to participate in the count and the City disagrees with the number of residential units calculated by Service Provider, then the matter shall be subject to mediation. Expenses of mediation shall be paid by

the non-prevailing party or shall be shared, if neither party prevails. Pending the outcome of the mediation, the number of residential units calculated by the City shall be utilized.

**SECTION 16. SPILLAGE.**

Notwithstanding anything to the contrary contained in Section 5 hereof, it is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste or Recyclable Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste or Recyclable Materials placed outside of the Roll-Outs or Recycling Containers by any Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Recyclable Materials.

**SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP.**

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Residential Unit fails to timely place a Container as directed in Section 4 or Bulky Items and Green Waste in accordance with Section 5.A. hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Residential Unit's failure to timely place the Roll-Outs or Recycling Containers out for collection. Such written notice shall be attached to the Roll-Out or Recycling Container or the uncollected Municipal Solid Waste or Recyclable Materials, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste or Recyclable Materials may be collected.

B. Notice from a Residential Unit. When the City is notified by an owner or occupant of a Residential Unit that Municipal Solid Waste or Recyclable Materials has not been removed from such Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Recyclable Materials from the Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Recyclable Materials on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

**SECTION 18. HOURS OF SERVICE.**

For all the Services provided hereunder, the Service Provider's hours of service shall be between 6:00 a.m. to 8:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following Business Day.

**SECTION 19. CUSTOMER SERVICE.**

The Service Provider agrees to field all inquiries and complaints from Residential Units relating to the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

**SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.**

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 20. Service Provider shall adhere in hiring and employment practices to the provisions of all applicable federal, state and local laws which relate to civil rights and discrimination. Service Provider shall not discriminate against any person because of race, sex, creed, color, religion or national origin. Service Provider shall comply with all applicable Federal Occupational Safety and Health Administration standards, rules and regulations.

**SECTION 21. VEHICLES AND EQUIPMENT.**

Vehicles used by the Service Provider for the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste and Recyclable Materials onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

**SECTION 22. DUE CARE.**

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

**SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.**

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

**SECTION 24. INSURANCE COVERAGE.**

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(4) Automobile Liability	\$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability
(5) Pollution Legal Liability	\$2,000,000 each loss
(6) Excess or Umbrella	\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. The Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24 within ten (10) days of the signing of this Contract.

**SECTION 25. INDEMNITY.**

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands,

damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

**SECTION 26. SAVINGS PROVISION.**

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

**SECTION 27. TERMINATION.**

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

**SECTION 28. FORCE MAJEURE.**

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

**SECTION 29. GOVERNING LAW.**

In the event of any controversy, claim or dispute between the parties hereto arising out of or relating in any matter whatsoever to this Agreement, such controversy, claim or dispute shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Louisiana, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Louisiana and the Federal courts of the United States located in the State of Louisiana, for any controversy, claim or dispute between the parties hereto arising out of or relating in any matter whatsoever to this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims, controversies or disputes arising out of or relating in any manner whatsoever to this Agreement shall be heard and determined in such a Louisiana State or Federal court. The parties

hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such controversy, claim or dispute and agree that service of process to the City shall be made pursuant to City of Slidell Home Rule Charter, Section 7-01, and the Louisiana Code of Civil Procedure.

**SECTION 30. NOTICES.**

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Slidell  
2055 Second Street  
Slidell, LA 70458  
Attn: Mayor

If to the Service Provider:

Progressive Waste Solutions of LA, Inc.  
310 Howze Beach Lane  
Slidell, LA 70461  
Attn: District Manager

With a Copy to:

IESI Corporation  
2301 Eagle Parkway, Suite 200  
Ft. Worth, TX 76177  
Attn: Legal Department

**SECTION 31. SECURITY FOR PERFORMANCE.**

Service Provider shall be required to furnish and at all times during the Agreement maintain in full force and effect, as security for the performance of this Agreement, a corporate surety bond. The corporate surety bond shall be furnished as security for the performance of the covenants and conditions contained in this Agreement, for each year of this Agreement. The said surety bond shall be in the amount equal to six (6) months of the Agreement and renewed annually for the duration of the Agreement. Premiums for the said bond shall be paid by Service Provider and evidence of the payment of said premiums shall be furnished, from time to time, by Service Provider to the City upon its request. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Louisiana and the attorneys-in-fact who sign the said surety bond must file with the bond a certified and effectively dated copy of their Power of Attorney.



**SECTION 32. LIQUIDATED DAMAGES.**

As a breach of the services provided by this Agreement would cause serious and substantial damage to the City, and its occupants and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by the City by such breach, it is agreed that in the case of breach of service, the City may elect to collect liquidated damages as specified below and not as a penalty, the amounts set forth below, such sums being agreed as the amount which the City will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the City may have as to any subsequent breach of service under this Agreement. The City may only assess any such liquidated damages below if it notifies the Service Provider of any such alleged breach and the Service Provider fails to correct any such alleged breach within 24 hours of notice from the City. Liquidated damages may be adjusted upward or downward at the time and at the same rate as the collection fees are adjusted. Any breach of service entitling the City to collect liquidated damages as set forth in this Section 34 shall be verified by a representative of the City.

A truck beginning residential collections prior to 6:00 a.m.,  
unless subject to applicable exception: \$300 per day per truck

Failure to collect missed collections: \$300 each


Repetition of complaints on a route after notification of  
spilling, non-collection, crossing planted areas, or  
similar violations: \$300 each

**SECTION 33. ACCEPTANCE.**

PASSED AND APPROVED BY THE CITY OF SLIDELL COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF LOUISIANA AND ALL OTHER APPLICABLE LAWS THIS \_\_\_\_\_ DAY OF MAY, 2014.

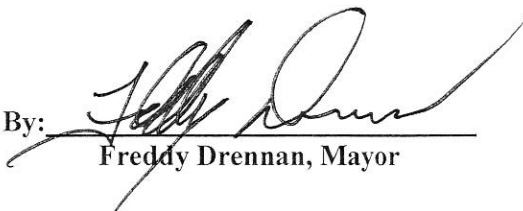
**PROGRESSIVE WASTE SOLUTIONS  
OF LA, INC.**

By: \_\_\_\_\_

  
John Gustafson, Vice President

**CITY OF SLIDELL**

By: \_\_\_\_\_

  
Freddy Drennan, Mayor