

BROWARD COUNTY LANDFILL CUSTOMER BILLING AGREEMENT

Account Information	
Customer Information	
Full Legal Name of Customer	Click here to enter text.
State of Incorporation/Organization	Click here to enter text.
FEI/EIN Number (Optional)	Click here to enter text.
Contact Person Name	Click here to enter text.
Mailing Address	Click here to enter text.
Billing Address (if different than Mailing Address)	Click here to enter text.
Email Address	Click here to enter text.
Telephone Number	Click here to enter text.
Estimated Landfill Use	
Estimated billing during a 42-day period (three biweekly billing cycles) (“Security Deposit”)	\$ Click here to enter text. This is the amount of the Security Deposit required from Customer (unless Customer is a government entity).
Security Deposit	
Is Customer a government entity?	<input type="checkbox"/> No <input type="checkbox"/> Yes (If neither box is checked, then “No.”)
If Customer is not a government entity, select the method by which the Security Deposit will be provided:	<input type="checkbox"/> Cash or Check Deposit <input type="checkbox"/> Escrow Agreement with a Florida financial institution or other escrow agent acceptable to County <input type="checkbox"/> Irrevocable Letter of Credit or a Certificate of Deposit acceptable to County <input type="checkbox"/> Payment Bond with a surety licensed to do business in Florida, with terms acceptable to County

TERMS AND CONDITIONS

1. Use of the Landfill. Broward County (“County”) owns and operates the landfill located at 7101 S.W. 205 Avenue, Fort Lauderdale, Florida 33332 (“Landfill”). Customer intends to deliver to the Landfill solid waste of a type and quality that is consistent with the Landfill Rules and Regulations (as defined herein) and capable of being processed at the Landfill. Customer and County are sometimes referred to in these Terms and Conditions as a “Party” or collectively as the “Parties.”

2. Account Information. Customer represents that the information it has provided to County in the Account Information section is true and correct and acknowledges that such information is subject to confirmation by County. If County, at any time, determines that any of the information is incomplete or inaccurate, County may immediately terminate this agreement.

3. Landfill Rules and Regulations. Customer must comply with County’s rules and regulations for Landfill use, as same may be modified from time to time by County in County’s sole discretion and which shall take effect once posted at the Landfill or on County’s website online, including: (a) applicable vehicle information and identification requirements; (b) Landfill rules of operation;

(c) all rules posted by County at the Landfill including, but not limited to, hours of operations, types of waste allowed, weighing procedures, and fee schedules. The rules and regulations identified in Sections 3(a) and 3(b) are collectively referred to as “Landfill Rules and Regulations,” which are available online at the following website: www.broward.org/WasteAndRecycling/SouthwestRegionalLandfill/Documents/BCLCodeofConduct-091523.pdf. All Landfill Rules and Regulations and all rules posted by County at the Landfill as same may be modified from time to time by County in the County’s sole discretion and without notice to Customer are incorporated into this agreement.

4. Prohibited Activities. Customer acknowledges that scavenging at the Landfill is prohibited under Florida law; Customer agrees to abide by this prohibition. The following are also explicitly prohibited: (a) any threat or use of violence at the Landfill by Customer or any of its officers, employees, contractors, agents, or subcontractors; and (b) any attempt by Customer or any of its officers, employees, contractors, agents, or subcontractors to bypass any scale(s) at the Landfill or other Landfill weighing procedure(s). Any violation of this Section 4, the Landfill Rules and Regulations, or any rules posted by County at the Landfill may result in immediate loss of access to the Landfill and immediate termination of this agreement.

5. Billing and Payment. Prior to use of the Landfill, Customer shall supply, and maintain with County, current and correct billing contact information. Customer agrees to pay all tipping fees, late fees, services fees, convenience fees, card processing fees, and other fees applicable for use of the Landfill (collectively, “Disposal Fees”).

6. Security Deposit (Not applicable to Customers that are government entities). Prior to Customer being given access to the Landfill, Customer must pay to County the Security Deposit identified in the Account Information. If Customer’s cumulative billing during any 42-day period exceeds the amount of the Security Deposit, County may, at its option and upon written notice, increase the required Security Deposit to the higher cumulative amount, and the increased Security Deposit must be provided by Customer to County within ten (10) business days after receipt of the written notice. Customer’s failure to timely provide a Security Deposit in the increased amount shall result in the suspension of Customer’s access privileges at the Landfill and will subject Customer to imposition of a fee as provided in the Broward County Administrative Code. Upon termination of this agreement, County may, at its election, apply the Security Deposit to any remaining charges, before returning any overage to Customer within thirty (30) days after termination. No interest will be due or paid to Customer by County on the Security Deposit.

7. Vehicle Information and Identification; Inspections. Prior to accessing the Landfill, Customer must: (a) provide County with proof of valid registration(s) for all vehicles utilized by Customer to access the Landfill; and (b) provide additional vehicle-related information as may be requested in the form designated by County (“Vehicle Information Form”). After receipt of the completed Vehicle Information Form and the Security Deposit, County will issue Customer vehicle decals that authorize Customer’s vehicles to access the Landfill. Each of Customer’s vehicles accessing the Landfill must prominently display the vehicle decal provided by County.

Drivers entering the Landfill shall verbally identify to County staff the municipality of origin of the delivered material. County may, at any time, require the revalidation of the tare weight of any vehicle or the reweighing of unloaded vehicles. County may inspect any vehicle accessing the Landfill, including spot-checking loads or checking any questionable loads (as determined in County's discretion). Customer's vehicle drivers must provide any additional documentation requested by County to ensure the validity of an account prior to accessing the Landfill. If a load is rejected by County for any reason, Customer shall remove the load at its sole cost and expense. No tipping fee shall be due for waste that is rejected.

8. Payment Procedures. County shall, no more frequently than biweekly, invoice Customer for the Disposal Fees. Payment of each invoice must be received by County within thirty (30) days after the date of such invoice either: (a) at the address stated on the invoice or (b) electronically via an E-Payment system designated by County in writing or online at www.broward.org/waste. Payment will not be accepted at the Landfill. Payments not received within thirty (30) days after the date of the invoice shall be considered delinquent, and late fees, in amounts specified in the Broward County Administrative Code, as amended, shall be charged on a monthly basis. In addition, if a delinquent amount remains outstanding for more than fifteen (15) days, County may suspend Customer's account and prohibit access to the Landfill until all outstanding amounts (including late fees) are fully paid. Any amounts due by Customer shall survive termination of this agreement.

9. Disputed Invoices. If Customer disputes an invoice, Customer must pay the full amount of the invoice (including the disputed charges) when due and shall give written notice of the dispute to County, identifying the disputed invoice number, the amount in dispute, and a full statement of the basis of such dispute. If the dispute is not resolved to Customer's satisfaction within sixty (60) days after Customer provides written notice of the dispute, Customer may pursue legal remedies regarding the disputed invoice but may not withhold payment on other invoices or set off the amount in dispute against future invoices.

10. Dishonored Payments. If a payment is dishonored for any reason, Customer must pay an additional service fee to County in the maximum amount allowed pursuant to Section 125.0105, Florida Statutes, as may be amended. If full payment, including service fee and any applicable late fees, is not received within fourteen (14) days after County notifies Customer of the dishonored check, Customer's access to the Landfill shall be suspended and County may, in its discretion, immediately terminate this agreement.

11. Additional Service Fees. In addition to tipping fees and the other fees and amounts described in this agreement, Customer's use of the Landfill is subject to payment of the applicable fees specified in the Broward County Administrative Code, as may be amended, including without limitation, fees for the following: (a) duplication of weigh tickets; (b) outstanding balance due in excess of the Security Deposit; and (c) failure to provide or maintain Security Deposit, including any increased Security Deposit required by County.

12. Indemnification. Customer shall indemnify, hold harmless, and defend County and its past, present, and future officers, agents, and employees (collectively or individually, “Indemnified Party”) from and against any and all causes of action, demands, damages, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, caused or alleged to be caused by any breach of this agreement by Customer, or any intentional or negligent act or omission of Customer or any of its officers, employees, contractors, agents, or subcontractors, relating to or arising out of this agreement or Customer’s (including Customer’s officers, employees, contractors, agents, or subcontractors) use of the Landfill (collectively, a “Claim”). If any lawsuit or other proceeding is brought against any Indemnified Party by reason of Claim, Customer shall, upon written notice from County, provide a defense to an Indemnified Party through an attorney selected by the County Attorney or, at County’s option, pay for the Indemnified Party’s defense of the Claim through counsel selected by the County Attorney. The provisions and obligations of this section shall survive the termination of this agreement.

13. Effective Date; Term and Termination. The effective date of this agreement shall be the date of complete execution by the Parties (“Effective Date”). The agreement shall continue from the Effective Date until terminated by either Party pursuant to this agreement. Either Party may terminate this agreement at any time with at least forty-five (45) days’ advance written notice to the other Party. In addition, County Administrator or designee may immediately terminate this agreement by written notice at any time for nonpayment, provision of incomplete or inaccurate information provided by Customer, or violation by Customer of any of these Terms and Conditions, the Landfill Rules and Regulations, or rules posted at the Landfill. Termination shall not relieve Customer of its obligation to pay any outstanding amounts owed pursuant to this agreement or its indemnification obligations under Section 12 of this agreement.

14. Notices. In order for notice to a Party to be effective under this agreement, it must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporary copy via email, and shall be effective upon mailing or hand delivery (provided a contemporaneous email is also sent). A Party may change its contact information by giving notice of such change in accordance with this section. Notices to Customer shall be at the Customer address stated in the Account Information. Notices to County shall be made to:

Broward County
Director, Solid Waste and Recycling Services
One North University Drive, Suite 400
Plantation, Florida 33324
Email: _____ with copy to _____@broward.org

15. Choice of Law, 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. The exclusive venue for any lawsuit arising from, related to, or in connection with this agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND COUNTY EACH EXPRESSLY WAIVES ANY**

RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

16. Verification of Employment Eligibility. Customer represents that Customer has registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Customer violates this section, County may immediately terminate this Agreement for cause and Customer shall be liable for all costs incurred by County due to the termination.

17. Prohibited Telecommunications. Customer represents and certifies that Customer does not use, and for the duration of the Agreement will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

18. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Customer, Customer hereby attests under penalty of perjury that Customer does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Customer declares that they have read the foregoing statement and that the facts stated in it are true.

19. Representation of Authority. Customer represents and warrants that this agreement constitutes the legal, valid, binding, and enforceable obligation of Customer, and that neither the execution nor performance of this agreement constitutes a breach of any agreement that Customer has with any third party or violates Applicable Law. Customer further represents and warrants that execution of this agreement is within Customer's legal powers, and each individual executing this agreement on behalf of Customer is duly authorized by all necessary and appropriate action to do so on behalf of Customer and does so with full legal authority.

20. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this agreement is effective unless executed by duly authorized representatives of County and Customer with the same or similar formality as this agreement. The Landfill Rules and Regulations and rules posted by County at the Landfill may be amended from time to time without notice to Customer. Customer agrees to regularly check the Landfill Rules and Regulations and the rules posted at the Landfill to ensure Customer is aware of and abides by such requirements.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 17th day of September, 2024; and Customer, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Attorney's Name (Date)
Senior/Assistant County Attorney

MH/tb
Landfill Customer Billing - 2024
#1117399.1

BROWARD COUNTY LANDFILL CUSTOMER BILLING AGREEMENT

CUSTOMER

Customer Name:

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 20____