

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Second Amended Solid Waste Collection Franchise Agreement Seminole County, Florida Residential Collection Service – Waste Management of Florida

DEPARTMENT: Environmental Services **DIVISION:** Solid Waste Management

AUTHORIZED BY: *Robert G. Adolphe* **CONTACT:** *David Gregory* **EXT.** 2022
Robert G. Adolphe, P.E. David Gregory

Agenda Date <u>11-9-04</u> Regular <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the Second Amended Solid Waste Collection Franchise Agreement, Seminole County, Florida, Residential Collection Service with Waste Management, Inc. of Florida for the provision of residential solid waste collection in Service Area 1.

BACKGROUND:

This document is the negotiated Franchise Agreement between for Waste Management, Inc. of Florida to provide residential refuse collection services in Service Area 1. The current Agreement expires on December 31, 2004. (The term of the current Franchise Agreement is being extended until March 31, 2005 under a separate agenda item.)

As has been presented to the Board of County Commissioners previously, the renegotiated Agreement provides more compact service areas, better prices, and stronger penalties for waste haulers not in compliance with the Agreement. The Agreement also includes provisions for the hauler to deliver all waste collected in the County to designated disposal facilities.

Reviewed by: <u><i>10/29/04</i></u>
Co Atty: <u><i>S. Dietrich</i></u>
DFS: <u>N/A</u>
Other: <u>N/A</u>
DCM: <u><i>SS</i></u>
CM: <u><i>PA</i></u>
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<u>SECTION</u>	<u>PAGE</u>
Preamble	4
1. Definitions	5
2. Term	14
3. Commencement of Services	14
4. Services Provided by Contractor	14
5. Residential Solid Waste Collection Services	17
6. Residential Recycling Collection Services	19
7. Residential Yard Waste Collection Services	21
8. Residential On-Call Collection Services	22
9. Residential Side Door Collection Services	23
10. Optional Side Door Collection	24
11. County's Billing, Collection, and Payment Obligations	24
12. Contractor's Rates, Billing, Collection, and Method of Collection	26
13. Rate Adjustments	28
14. Disposal Costs and Payments	29
15. Complaints	30
16. Interpretation of Performance, Administrative Charges and Service Violations	31
17. Default and Termination of Agreement	36
18. Designated Disposal Facilities	39
19. Collection Equipment	40
20. Office	44
21. Filing of Requested Information and Documents	45
22. Permits and Licenses	46
23. Collection Time and Days	46

24.	Holidays	46
25.	Routes and Schedules	47
26.	Accessibility	49
27.	Manner of Collection	50
28.	Personnel of Contractor	50
29.	Insurance	53
30.	Indemnification of County	60
31.	Access, Audits, and Records	60
32.	Notice	62
33.	Modifications to Agreement Due to Public Welfare or Changes in Law or Changes in Ordinances of Seminole County	62
34.	Employee Status	63
35.	Equal Opportunity Employment	64
36.	Conflict of Interest	64
37.	Right to Require Performance	64
38.	Title to Waste	65
39.	Law to Govern	65
40.	Compliance with Laws	65
41.	Severability	65
42.	Assignment and Subcontracting	66
43.	Modifications	68
44.	Independence of Agreement	68
45.	Interim Service Area Assignments	68
46.	Alternative Dispute Resolution	68
47.	Waste Deliveries	69
48.	Transition	70
	Signature Blocks	70

Exhibits:

A.	Map - Description of Franchise Areas	72
B.	Designated Disposal Facilities	73
C.	Mandatory and Optional Services and Rates	74
D.	Calculation of Residential Disposal Fee Credit	76
E.	Residential Report	77
F.	Schedule of Annual Reporting Requirements	78
G.	Transition Schedule	79

**SECOND AMENDED SOLID WASTE COLLECTION FRANCHISE AGREEMENT
SEMINOLE COUNTY, FLORIDA
RESIDENTIAL COLLECTION SERVICE**

THIS AGREEMENT made and entered into this ____ day of _____, 200__ between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as "County") and **WASTE MANAGEMENT INC. OF FLORIDA**, a corporation authorized to conduct business in Florida, whose address is 1001 Fannin, Suite 4000, Houston, Texas 77002 (hereinafter referred to as "Contractor").

W I T N E S S E T H:

WHEREAS, County desires to retain the services of a competent and qualified contractor to provide Residential Solid Waste Collection Services, Residential Yard Waste Collection Services, Residential Recycling Collection Services, Residential Side Door Collection Services, and Residential On-Call Collection Services in unincorporated Seminole County; and

WHEREAS, Contractor is competent and qualified to provide Residential Solid Waste Collection Services, Residential Yard Waste Collection Services, Residential Recycling Collection Services, Residential Side Door Collection Services, and Residential On-Call Collection in unincorporated Seminole County, and desires to provide its professional services according to the terms and conditions outlined herein; and

WHEREAS, as provided in Section 2(b) of the Amended Solid Waste Franchise Agreement, Seminole County, Florida Residential Collection

Service Agreement authorized by County on December 8, 1998, as amended and extended on _____, 2004, the parties have agreed to amend that Amended Agreement and extend through March 31, 2010, the exclusive franchise granted to Contractor,

NOW THEREFORE, for and in consideration of the mutual benefits to flow from each to the other, the parties herein agree as follows:

Section 1. Definitions. To the extent the definitions contained herein conflict with similar definitions contained in any Federal, State, or local law, the definitions herein shall prevail. However, nothing contained herein shall be interpreted to require Contractor to undertake any conduct which is contrary to Federal, State, or local law. The following terms are defined as follows:

(a) Agreement. This written document and all written amendments to it.

(b) Biological Waste. Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, animals which died from disease, and other wastes capable of transmitting pathogens to humans or animals.

(c) Biomedical Waste. Solid Waste or liquid waste which may present a threat of infection to humans. Biomedical Waste includes those wastes which may cause disease or harbor pathogenic organisms, including but not limited to, wastes from human and veterinary clinics and hospitals, such as tissue, blood, discarded bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.

(d) Bulk Waste. Any item whose large size or weight precludes or complicates its handling by normal collection, processing, or disposal methods, such as, but not limited to furniture, lawn equipment and push mowers with fluids removed, furnaces, bicycles (excluding motorized vehicles and motors for vehicles such as but not limited to, cars, trucks, motorcycles, riding lawn mowers, and boats), or similar items not having a useful purpose to the owner or abandoned by the owner and not included within the definition of Garbage. Bulk Waste does not include Yard Waste or Special Waste. Bulk Waste does include material from minor household repairs and minor remodeling jobs in an amount equivalent to three (3) standard garbage containers or less, and must be generated by a Customer from a Dwelling Unit in Contractor's Service Area.

(e) Calendar Year. The period between January 1 of a given year and December 31 of the same year during the term of this Agreement.

(f) Collection. The process whereby Residential Solid Waste, Garbage, White Goods, Bulk waste, Yard Waste, or Recyclable Material is removed and transported to a County Designated Disposal Facility.

(g) Commercial Solid Waste. Any Garbage, Bulk Waste, Trash or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes Garbage, Bulk Waste, Trash, and Yard Waste generated by or at: (i) commercial businesses, including stores, offices, restaurants, and warehouses; (ii) governmental and institutional office buildings; (iii) agricultural operations; (iv) industrial and manufacturing facilities; (v) hotels, motels, condominiums, apartments and other buildings and parcels of property that have more than four

(4) residential units; and (vi) other sites that do not generate Residential Solid Waste. Commercial Solid Waste shall not include any material that is Special Waste or recovered materials.

(h) Complaint. Any report of dissatisfaction, and/or failure or neglect to provide the services outlined herein to a Dwelling Unit in Contractor's Service Area, as further described herein.

(i) Construction and Demolition Debris (C&D). Materials generally considered to be non-water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber from the construction or destruction of a structure as part of a construction or demolition project. Combining a minimal amount of waste other than C&D with C&D shall not cause it to be classified as other than C&D.

(j) Container. Any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A Container is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage or yard waste receptacle. Such container, including waste materials, shall not exceed thirty-two (32) gallons in capacity and fifty (50) pounds in weight, unless a Contractor implements (with written authorization from Contract Administrator or designee) an automated or semi-automated collection system requiring the use of some other standard container compatible with Contractor's equipment supplied by Contractor and approved by County

(k) Contract Administrator. The County's Environmental Services Director or his/her designee with the authority to administer and monitor the provision of services set forth under this Agreement.

(l) Contractor. Any person or entity serving as an independent contractor, including its employees, servants, partners, principals, agents, joint-venturers, and affiliated subsidiaries that has obtained from County a franchise to provide the services set forth in this Agreement.

(m) Curbside. That area of the road access serving as parkway, shoulder, or yard for the Dwelling Unit.

(n) Customer. Any person residing within a Dwelling Unit.

(o) Designated Disposal Facility. The solid waste management facility designated by County for receiving Solid Waste, Yard Waste, White Goods, Bulk Waste, or Recyclable Material under this Agreement.

(p) Dwelling Unit. Any residence with kitchen facilities for the housing of a single family whether such a residence is a detached structure or a unit of a multiple family building containing four (4) or less dwelling units under one common roof.

(q) Fiscal Year. The period between October 1 of a given year and September 30 of the following year during the term of this Agreement.

(r) Garbage. Putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative food, or any organic waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials

attributed to residential activities. Garbage shall not include any material that falls within the definition of Special Waste.

(s) Hazardous Waste. Solid Waste or a combination of Solid Wastes which, because of quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, an increase in mortality, or an increase in serious irreversible or incapacitating reversible illness, or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

(t) Mobile Home Park. A community of mobile homes where individual mobile home lots are in single ownership.

(u) Mobile Home Park Services. Commercial container collection provided by a vendor to any mobile home park or mobile home subdivision containing five (5) or more mobile homes.

(v) Mobile Home Subdivision. A community of mobile homes where individual mobile home lots are individually owned.

(w) Non-conforming Waste. Material not acceptable for collection when mixed in the specified waste stream collected.

(x) Operating Hours. The hours between 6:00 a.m. and 8:00 p.m. Monday through Friday, during which time Contractor shall be authorized to provide Residential Collection Services under this Agreement.

(y) Recyclable Material or Recyclables. Materials which are capable of being recycled as determined by County under County's Recycling Program, and which would otherwise be processed or disposed

of as Solid Waste. Recyclable Material includes newspapers (including inserts), magazines and catalogs, clear, green, and brown glass bottles and jars, aluminum cans, plastic bottles numbered 1-7, steel cans, including empty aerosol cans which are collected on a weekly basis, and telephone books which are collected one (1) season per year, and other materials that County, at its discretion, may add or remove from the program.

(z) Recycle Bin. The container intended for use as a receptacle for Recyclable Material. Nothing shall preclude Contractor from collecting Recyclable Material in a container other than that described herein.

(aa) Residential On-Call Collection Services. The process, or any portion of the process, by which White Goods or Bulk Waste are collected, transported and disposed of at the Designated Disposal Facility in accordance with the Agreement.

(bb) Residential Recycling Collection Services. The process, or any portion of the process, relating to the Curbside collection, truckside separation, and sorting of Recyclable Material by Contractor from Dwelling Units in the franchised Service Area, and the transportation of the Recyclable Material to the Designated Disposal Facility in accordance with the Agreement.

(cc) Residential Side Door Collection Services. The process, or any portion of the process, relating to the Side Door collection by which Solid Waste, Recyclable Material, Yard Waste, White Goods, and Bulk Waste are collected, transported, and disposed of at the Designated Disposal Facility in accordance with the Agreement.

(dd) Residential Solid Waste. All Solid Waste originating from residential property occupied by four (4) or fewer residential units per parcel of land.

(ee) Residential Solid Waste Collection Services. The process, or any portion of the process, by which Solid Waste is collected, transported, and disposed of at the Designated Disposal Facility in accordance with the Agreement.

(ff) Residential Yard Waste Collection Services. The process, or any portion of the process, by which Yard Waste is collected, transported, and disposed of at the Designated Disposal Facility in accordance with the Agreement.

(gg) Route. The area serviced by one (1) collection vehicle on a single day for all Residential Collection Services. Each route shall be consistent with the maps provided by Contractor and have a specific start location and time and a specific finish location. Each route shall run in a consistent street sequence under normal collection conditions with the vehicle identified by Contractor as designated for that particular route.

(hh) Service or Collection Services. This term includes collectively, or in part: Residential Solid Waste Collection Services, Residential Recycling Collection Services, Residential Yard Waste Collection Services, Residential On-Call Collection Services, Residential Side Door Collection Services, Commercial Solid Waste, and Recycling Collection Services in unincorporated Seminole County or any combination of services thereof.

(ii) Service Area. That portion of the unincorporated area of County, as set forth herein, for which Contractor has an executed Agreement to provide Services.

(jj) Service Level Choices. The frequency and type of services selected by a Dwelling Unit. Four (4) distinct Service Level Choices are available to Dwelling Units: (Option 1) Solid Waste collection frequency twice per week with Recycling and Yard Waste collection once per week; (Option 2) Solid Waste collection frequency twice per week with Recycling collection once per week; (Option 3) Solid Waste, Recycling and Yard Waste collection frequency once per week; (Option 4) Solid Waste and Recycling collection frequency once per week.

(kk) Single-Family Residence. A building or structure designed or constructed for, and capable of use as, a residence for one (1) family regardless of the type of structure. Such term includes a mobile home or trailer that is erected on a separate parcel of property and not located within a mobile home park or subdivision utilizing commercial container collection service.

(ll) Solid Waste. Garbage, Rubbish, Yard Waste, White Goods, and furniture.

(mm) Special Waste. Wastes that require special handling and management, including but not limited to, White Goods, waste tires, used oil, lead acid batteries, construction and demolition debris, ash residue, Yard Waste, Biological Waste, and mercury containing devices or lamps.

(nn) Street. Open public right-of-way or dedicated right-of-way with passable access or private road access.

(oo) Tag. Informative literature left at a Dwelling Unit by Contractor when Solid Waste, Recyclables, or Yard Waste are not acceptable for collection.

(pp) Training Program. Contractor's employee training program. The program shall include customer service and contract requirements training and driver route, safety, environmental, and equipment training.

(qq) Uncontrollable Forces. An event which results in the prevention or delay of performance by a party of its obligation under this Agreement which is beyond the reasonable control of the non-performing party. It includes, but is not limited to, fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, and sabotage.

(rr) White Goods. Inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar large, domestic appliances.

(ss) Yard Waste. Vegetative matter resulting from landscaping maintenance, and includes materials such as tree and shrub trimmings, grass clippings, and palm fronds generated by a Customer from a Dwelling Unit in the Service Area. Yard Waste items shall not exceed four (4) feet in length, four (4) inches in diameter, or fifty (50) pounds in weight, and shall not include C&D, or home improvement and remodeling debris. Natural Christmas trees shall be collected annually as Yard Waste from all homes in the Service Area.

Section 2. Term.

(a) Subject to the termination provisions contained in Section 17 of this Agreement, the term of this Agreement shall be for a five (5) year period beginning April 1, 2005 and ending March 31, 2010, unless terminated earlier as provided herein.

(b) During the Agreement, the parties may mutually agree to extend the terms and conditions of this Agreement up to five (5) additional years when it is in their best interests to do so. The parties option to extend this Agreement does not obligate either party to agree to extend the Agreement, nor is it intended to vest any contract or property right in either party related to term extensions. In the event that the parties do not extend this Agreement, County may solicit bids, requests for proposal, or provide such services in the manner County deems to be in its best interests.

Section 3. Commencement of Services. The services provided by Contractor under this Agreement shall commence effective April 1, 2005.

Section 4. Services Provided by Contractor.

(a) Exclusive Franchise District Granted. Contractor is granted an exclusive franchise district to provide Residential Solid Waste Collection Services, Residential Yard Waste Collection Services, Residential Recycling Collection Services, Residential Side Door Collection Services, and Residential On-Call Collection Services as defined in this Agreement for the Service Area depicted in Exhibit "A," attached hereto and incorporated herein. Contractor shall deliver all Solid Waste, Recyclable Material, Yard Waste, Bulk Waste,

and White Goods from Residential Dwelling Units in the Service Area to Designated Disposal Facilities as set forth in Exhibit "B," attached hereto and incorporated herein. No other entity except Contractor may offer or provide Residential Collection Services in the Service Area. However, Contract Administrator reserves the right to provide community clean up days as provided herein. Adjustments to Service Area boundaries due to municipal annexation, incorporation, or contraction shall be as provided by general law.

(b) Services Provided by Contractor. Contractor shall provide Collection Services to all Dwelling Units in the Service Area. Contractor may, at its discretion, offer services to the Customer in the Service Area beyond the description of services and the scope of this Agreement.

(c) Construction and Land Clearing. Contractor shall have no exclusive right or obligation to pick up materials generated in the construction of buildings and structures or the clearing of land and preparation of sites for construction within the Service Area.

(d) Individual Hauling. Contractor acknowledges that the Customer shall have the right to transport or individually contract for the transport of Solid Waste, Yard Waste, Recyclable Material, Bulk Waste, and White Goods that are generated on the property owned or occupied by the Customer to any Designated Disposal Facility.

(e) Operations in the Event of a Natural Disaster.

(1) In the event of a hurricane, tornado, major storm, tropical storm, freeze, severe disturbance, riot, natural disaster, or other such event, Contract Administrator, in his sole discretion, may

grant Contractor a variance from regular routes and schedules. As soon as practicable after such event, Contract Administrator shall advise Contractor when normal routes and schedules shall be resumed. In the event of a disaster, Contractor agrees to do all work as required by Contract Administrator, both within and outside of Contractor's Service Area. All equipment and personnel of Contractor shall be available to County in the event of a disaster. Contractor, and its subsidiaries and affiliates, shall use their best efforts to equally assist all affected jurisdictions, including County. Contract Administrator shall, through the local news media, attempt to inform the public when regular services may be resumed. The clean-up from some natural disasters may require that Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the natural disaster.

(2) In the event Contract Administrator requires services beyond what is required of Contractor, considering any reduction of regular service during such disaster, Contractor shall receive extra compensation above the normal compensation contained in this Agreement to cover documented actual costs to at least include rental equipment, additional personnel, overtime hours, and other expenses, provided Contractor has first secured written authorization and approval from Contract Administrator prior to the work being performed. All such costs shall be audited by Contract Administrator and County Finance Manager prior to payment. The extra compensation shall be reasonable, and if Contractor and Contract Administrator cannot agree on the amount of extra compensation, the Board of County Commissioners shall

make the final determination. Contractor agrees to provide the emergency services immediately upon request and the fact that the extra compensation has not been determined shall not delay the provision of service. County may contract with other parties and entities to collect and dispose of all or a portion of excessive amounts of trash, debris, or refuse which has accumulated by reason of any such event.

(f) Community Clean Up Days. Contract Administrator reserves the right to schedule and designate areas within Contractor's Service Area for community clean up without encroachment upon Contractor's exclusive franchise. Contractor shall provide up to four (4) such community clean-ups each calendar year in areas designated and scheduled by Contract Administrator. Contractor shall provide collection and hauling personnel and services and equipment at the expense of Contractor. Contractor may collect Solid Waste, Recyclable Material, Yard Waste, Bulk Waste, Tires, and White Goods in its collection vehicles or commercial containers during County designated community clean-up days. Contractor shall not collect Hazardous Waste. Contractor shall receive no additional compensation from County or bill Dwelling Units in the Service Area as a result of community clean up days.

Section 5. Residential Solid Waste Collection Services.

(a) Level of Service. Residential Solid Waste Collection Service to each Dwelling Unit shall include an unlimited number of Containers per collection day. Subject to the holiday provisions set forth hereunder, Residential Solid Waste Collection Service to

Dwelling Units shall be scheduled according to the Customer's Service Choice as described in Exhibit "C," attached hereto and incorporated herein. Collection days shall be Monday and Thursday or Tuesday and Friday for Customer's choosing the two (2) days a week garbage collection service. Collection days shall be Thursday or Friday for Customer's choosing the one (1) day a week garbage collection service. All Solid Waste shall be transported to a Designated Disposal Facility as described in Exhibit "B".

(b) Containers. Solid Waste shall be deposited in a Container. No filled Container shall exceed fifty (50) pounds in weight. Containers exceeding the size or weight requirements may be left at the Curbside by Contractor. Contractor shall empty all Containers. All bags used as Garbage Containers shall be collected. Contractor shall not combine Solid Waste with Yard Waste or Recyclable Material or Solid Waste from outside the Service Area. Contractor shall return Containers to the location of collection, upright with lids replaced or adjacent to Containers. Contractor shall not throw Containers.

(c) Non-conforming Waste. Non-conforming Waste mixed with Solid Waste shall be left at curbside by Contractor. Contractor shall tag the Container containing the Non-conforming Waste to indicate why the waste is non-conforming and not eligible for collection. The tags shall be provided at Contractor's expense in a format specified by Contract Administrator. Contractor shall notify Contract Administrator by 5:00 p.m. on the day of the incident, or by 9:00 a.m. on the following business day should the incident occur after 5:00

p.m., and provide Contract Administrator with the address of any Customer whose tagged Solid Waste was not collected and the reason therefor.

(d) Gratuities. Contractor's employees shall not solicit tips or gratuities of any nature from a Customer resulting from the provision of Residential Solid Waste Collection Services.

Section 6. Residential Recycling Collection Services.

(a) Level of Service. Residential Recycling Collection Service to each Dwelling Unit shall include an unlimited amount of Recyclable Material per collection day. Subject to the holiday provisions set forth hereunder, Residential Recycling Collection Service shall be provided once weekly to Dwelling Units and scheduled on the same day as one of the regular Residential Solid Waste or Yard Waste Collection days. All Recyclable Material shall be transported to a Designated Disposal Facility as listed in Exhibit "B".

(b) Recycle Bins. Recyclable Material shall be containerized as defined under Recycle Bin. Customer may use his own additional recycling containers if similar in type and suitable for the collection service. Contractor shall thoroughly empty and return the Recycle Bin to the point of collection. Contractor shall not throw a Recycle Bin.

(c) Recycling Collection. Contractor shall separate Recyclable Material into two streams at the point of collection. Newspaper, magazines, catalogs, and telephone directories shall be delivered to the Designated Disposal Facility in one stream in the collection vehicle. Plastic bottles numbered 1-7, clear, green, and brown glass

bottles and jars, aluminum and steel cans (including empty aerosol cans) shall be delivered in a second stream in the collection vehicle to the Designated Disposal Facility. The parties recognize that Contract Administrator may, at his/her sole discretion, add or delete items or components deemed to constitute Recyclable Material to County's Recycling Program Contractor shall not combine Recyclable Material with Solid Waste or Yard Waste.

(d) Recycle Bin Delivery. Contractor shall maintain, at its expense, an adequate supply of Recycle Bins which shall be distributed to Dwelling Units by Contractor as needed or in the event that any Dwelling Unit requires a replacement Recycle Bin or requests a supplemental Recycle Bin. Contractor shall deliver Recycle Bins by the Customer's next scheduled Residential Recycling Collection day upon notification by Contract Administrator or Customer. Title to the Recycle Bins shall remain with County at all times. Contractor shall supply recycle bins of a color, size, and design approved by Contract Administrator.

(e) Non-Conforming Waste. Non-conforming Waste may be left in the Recycle Bin. Contractor shall tag the Recycle Bin containing the Non-conforming Waste to indicate why the item was not eligible for collection. The tags shall be provided at Contractor's expense in a format specified by Contract Administrator. Contractor shall notify Contract Administrator by 5:00 p.m. on the day of incident, or by 9:00 a.m. on the following business day should the incident occur after 5:00 p.m., and provide Contract Administrator with the address of any

Customer whose tagged Recyclable Materials were not collected that day and the reason therefor.

(f) Gratuities. Contractor's employees shall not solicit tips or gratuities of any nature from Customers resulting from the provision of Residential Recycling Collection Services.

Section 7. Residential Yard Waste Collection Services.

(a) Level of Service. Residential Yard Waste Collection Service to each Dwelling Unit shall include up to ten (10) Yard Waste Containers or bundles per collection day. Subject to the holiday provisions set forth hereunder, Residential Yard Waste Collection Service shall be provided on Wednesdays to Dwelling Units. All Yard Waste shall be transported to a Designated Disposal Facility as listed in Exhibit "B". Annual collection of live Christmas trees shall be collected as part of Residential Yard Waste Collection Services from all Dwelling Units.

(b) Yard Waste Containers. Yard Waste shall be containerized as defined herein or tied securely in bundles not exceeding four feet (4') in length. No branches, limbs, or cuttings shall exceed four inches (4") in diameter. No receptacle or bundle shall exceed thirty-two (32) gallons and fifty (50) pounds in weight. Containers exceeding the size or weight requirements, or the maximum number containers, may be left at the Curbside by Contractor. Contractor shall thoroughly empty all Yard Waste Containers and collect all bags and bundles, up to ten (10) total. Contractor shall not combine Yard Waste with Solid Waste or Recyclable Material or Yard Waste from outside the Service Area.

(c) Non-conforming Waste. Non-conforming Waste shall be left at curbside by Contractor. Contractor shall tag the Yard Waste Container or Yard Waste item determined Non-Conforming Waste to indicate why it was not eligible for collection. The tags shall be provided at Contractor's expense in a format specified by Contract Administrator. Contractor shall notify Contract Administrator by 5:00 p.m. on the day of incident or by 9:00 a.m. the following business day, should the incident occur after 5:00 p.m. and provide Contractor Administrator the address of any Customer whose tagged Yard Waste was not collected that day and the reason therefor.

(d) Gratuities. Contractor's employees shall not solicit tips or gratuities of any nature from Customers resulting from the provision of Residential Yard Waste Collection Services.

Section 8. Residential On-Call Collection Services.

(a) Level of Service. White Goods or Bulk Waste generated by Dwelling Units in the normal course of residential use at the Dwelling Unit shall be collected on an unlimited on-call basis. Upon notification by the Customer, Contractor shall schedule a date for collection of the White Goods or Bulk Waste within three (3) working days. The Customer shall place White Goods or Bulk Waste at the usual accessible collection location. No additional compensation to Contractor shall be made for the collection of White Goods or Bulk Waste. As required by Federal law, White Goods and Bulk Waste shall be collected and transported separately to a Designated Disposal Facility as listed in Exhibit "B". White Goods shall be collected and transported in a manner which does not release refrigerants into the

environment. Contractor shall not combine White Goods or Bulk Waste with any other waste, such as but not limited to, Solid Waste, Recyclable Material, Yard Waste, or Bulk Waste from outside the Service Area.

(b) Gratuities. Contractor's employees shall not solicit tips or gratuities of any nature from Customers resulting from the provision of Residential On-Call Service.

Section 9. Mandatory Side Door Collection Services.

(a) Level of Service. If no Customer of a Dwelling Unit is physically able to place Solid Waste, Recyclable Material or Yard Waste at the Curbside as determined by Contract Administrator, a Side Door location may be arranged between the Customer and Contractor at no additional charge to the Customer. No additional compensation to Contractor shall be made for Mandatory Side Door collection. All Mandatory Side Door Collection Services shall include: (1) Residential Solid Waste Collection Services; (2) Residential Recycling Collection Services; (3) Residential Yard Waste Collection Services; and (4) Residential On-Call Collection Services in the manner set forth in these Sections above. Contractor shall transport the materials to a Designated Disposal Facility as listed in Exhibit "B".

(b) Side Door Accessibility. In the event an appropriate location for Side Door service cannot be agreed upon by Customer and Contractor, Contract Administrator shall designate the location for collection.

Section 10. Optional Side Door Collection Services.

(a) Level of Service. Contractor shall, if requested by a Dwelling Unit, provide Optional Side Door Collection Service for Solid Waste, Recyclable Material, Yard Waste, Bulk Waste, or White Goods for a fee in addition to the mandatory service rate set forth in Exhibit "C". The Optional Side Door Service rate is set forth in Exhibit "C". The Side Door location shall be arranged between Customer and Contractor. Contractor shall transport the materials to a Designated Disposal Facility as listed in Exhibit "B"

(b) Side Door Accessibility. In the event an appropriate location for optional Side Door service cannot be agreed upon by Customer and Contractor, Contract Administrator shall designate the location for collection.

Section 11. County's Billing, Collection and Payment Obligations.

(a) Responsibility. County shall be responsible for the billing and collection of payments for Dwelling Units in Contractor's Service Area receiving mandatory Services except as provided in Section 12(b) hereinbelow. County shall pay Contractor the residential collection rate set forth in Exhibit "C" for each Dwelling Unit in the Service Area. County shall make monthly payments in arrears to Contractor for the mandatory Services under this Agreement. County shall be solely responsible for the collection methodologies for mandatory Services (i.e. non-ad valorem assessment, utility billing, or otherwise). Payments from County to Contractor shall commence with the April, 2005, service month and shall be due and

payable on or about the twentieth day of the month following the month during which Services were rendered.

(b) County Report to Contractor. On or before January 15, 2005, and annually thereafter for the term of this Agreement, Contract Administrator shall provide to Contractor a copy of the annual assessment roll or other collection methodologies providing a detailed listing of all Dwelling Units to receive Services. Thereafter and for the duration of this Agreement, Contract Administrator shall promptly notify Contractor of new Dwelling Units to be serviced or deleted and monthly payments to Contractor shall be adjusted accordingly. County shall continue to accept and rescind exemptions from mandatory collection throughout the duration of the Agreement. Payment shall be prorated based upon the date of the certificate of occupancy or verification of the beginning of actual Service, whichever is later.

(c) Contractor Report to County. Annually, and within sixty (60) days of receipt of the annual assessment roll or other methodology provided by Contract Administrator, Contractor shall provide to Contract Administrator an electronic and hardcopy list of any Dwelling Unit(s) serviced but not included on the annual assessment roll or other methodology provided by Contract Administrator. The electronic and hardcopy list shall be in a format approved by Contract Administrator and include the owner's name and property address with parcel identification number for any Dwelling Unit serviced but not included on the annual assessment roll or other methodology. Upon receipt of Contractor's list, Contract Administrator shall within sixty (60) days verify the Dwelling Unit

address and eligibility to receive Service. If the Dwelling Unit is eligible to receive Service, monthly payments to Contractor shall be effective as of the January service month or the date Service began, whichever is later. If Contract Administrator has not received notification within sixty (60) days from Contractor, no adjustments to the payment shall be made until the next calendar year annual assessment role or until other methodology is provided to Contractor.

(d) Corrections. Contract Administrator reserves the right to correct any errors of omission or commission under the laws and rules that govern County and the collection of non-ad valorem assessments or other collection methodologies. In the event County pays Contractor for any Dwelling Unit in error, for whatever reason, Contractor shall notify Contract Administrator within thirty (30) calendar days of discovery of the erroneous payment. Upon determination of any overpayment, Contract Administrator shall verify the error and make the appropriate adjustment to Contractor's next monthly payment to correct the error.

Section 12. Contractor's Rates, Billing, Collection and Method of Collection.

(a) Contractor shall be solely responsible for the billing and collection of the optional service rates set forth in Exhibit "C" for each Dwelling Unit subscribing to optional services. The optional monthly charges may be adjusted as specified herein.

(1) Services of any nature beyond the description of mandatory Services and the scope of this Agreement shall be solely billed and collected by Contractor at a rate to be agreed upon between

Contractor and Customer. Contractor may charge less than the optional monthly charges set forth herein, but shall not exceed those rates. The rates, billing, and method of collection for those services are to be arranged between Contractor and Customer.

(2) Contractor may, at its discretion, terminate any optional service herein for services beyond the description of mandatory Services and the scope of this Agreement for Dwelling Units failing to pay for those optional services.

(3) Contractor shall provide Contract Administrator with a monthly list of Customers receiving optional services.

(b) Contractor shall be solely responsible for the billing and collection for Dwelling Units desiring to increase their level of Service, which includes but is not limited to, Dwelling Units rescinding an exemption from mandatory Solid Waste Collection. If the Dwelling Unit increases its level of Service by frequency or inclusion of Residential Yard Waste Collection Services, or rescinds its exemption from mandatory Solid Waste Collection, Contractor shall prorate the charge to the Dwelling Units based upon the rates shown in Exhibit "C". The Dwelling Unit may increase its level of Service one (1) time during the annual calendar service period. If after two (2) billing cycles, the Dwelling Unit fails to submit payment to Contractor for the full amount of the prorated service level increase, Contractor may lower the Service Level Choice to the Service Level Choice compensated by County.

Section 13. Rate Adjustments.

(a) Consumer Price Index (CPI) Adjustments. On or before August 1, 2005, and annually thereafter, Contractor may request a collection rate increase equal to the change in the Consumer Price Index All Urban Consumers (CPI-U). The first annual CPI-U adjustment shall be calculated based on the change in the CPI-U from January 1, 2005 to December 31, 2005. Subsequent CPI-U adjustments shall be calculated based on the CPI-U in subsequent January 1st to December 31st periods. Any awarded Extraordinary Rate Adjustments shall not be included in the CPI-U increase calculation. Any awarded CPI Adjustment shall become effective on January 1 of the next calendar year. The CPI Adjustment shall not exceed four and three quarters percent (4.75%). If the CPI is greater than four and three quarters percent (4.75%), the difference shall be carried forward to the next calendar year. The total percentage carried forward and the CPI shall not exceed four and three quarters percent (4.75%) in any calendar year.

(b) Extraordinary Rate Adjustments.

(1) Contractor may petition County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator, and by all reasonable expectations will continue, or if there are changes in Federal or State law applicable to this Agreement. Contractor's request shall contain substantial proof and justification acceptable to Contract Administrator to support the need for the rate adjustment. Contract

Administrator may request from Contractor such further information as may be reasonably necessary in making its determination. County shall approve or deny the request, in whole or in part, or for a limited term, within sixty (60) days of receipt of the request and all other additional information required by Contract Administrator.

(2) Changes in Contractor's means and methods of collection resulting from Contractor's election to employ differing means and collection methods, automated or semi-automated collection systems, or other Contractor means and methods shall not be the basis for rate adjustments.

(3) Oil embargoes significantly impacting Contractor's fuel costs over a period of time is an example of an occurrence that, if justified, may be the basis for extraordinary rate adjustments.

Section 14. Disposal Costs and Payments.

(a) Dwelling Unit collection service costs and disposal costs shall be treated separately for the collection services provided under this Agreement. Contractor's payments for collection services are set forth in Exhibit "C".

(b) Residential disposal costs shall be part of the non-ad-valorem assessment billed by County except as otherwise provided herein. Contractor shall be given a disposal credit for each residential unit as calculated in Exhibit "D," attached hereto and incorporated herein, based on the Customer's appropriate service choice. Only waste generated by Dwelling Units in the Service Area is eligible for the disposal credit.

(c) Contractor shall pay County all disposal fees incurred for disposing of waste at a Designated Disposal Facility except for the portion of disposal fees separately credited by County. Failure to pay invoices in accordance with County rate resolution in effect may result in termination of the Agreement.

(d) During the Agreement, Contractor may elect to demonstrate to County that the waste generation rate from Residential Dwelling Units in the Service Area exceeds the amount outlined in Exhibit "D". The foregoing is a one time election and County shall conduct a waste generation study in the Franchise Area to determine waste generation amounts. Contractor shall pay the cost of the waste generation study and shall provide all requested information concerning waste amounts collected by route and collection vehicle in a format specified by Contract Administrator. Contractor shall allow County full access to collection routes and associated information.

(e) During the Agreement, the County may increase or decrease the Contractor's disposal credit allowance based on actual tonnage deliveries from the Contractor's Service Area.

Section 15. Complaints. It is the intent of this Agreement to ensure that Contractor provides a high quality level of Collection Services to Individual Dwelling Units. Any failure to provide Collection Services to Individual Dwelling Units in compliance with the provisions herein reported to Contractor shall be resolved promptly pursuant to the Agreement.

(a) Complaint Process. Individual Dwelling Unit complaints received by County shall be immediately forwarded to Contractor by

telephone, facsimile, email, or other approved means. Contractor shall document and record complaints on a form approved by Contract Administrator. Contractor shall provide a confirmation number for each complaint received. Contractor shall notify Contract Administrator within twenty-four (24) hours, by approved means and using approved forms, of the action taken to resolve the complaint and corrective action, if any, to prevent occurrence of similar complaints.

(b) Claim of Damage. Contractor shall provide Contract Administrator with a full written explanation of any complaint involving a claim of damage to private or public property as a result of Contractor's actions within twenty-four (24) hours. Property damaged by Contractor shall be repaired or replaced by Contractor within seven (7) days of the complaint. If property damaged is not repaired or replaced within seven (7) days, County may repair or replace the property and charge Contractor ten percent (10%) over the costs incurred for repair or replacement.

(c) Repair or Replacement of Containers. Garbage or Yard Waste Containers damaged, destroyed, or lost by Contractor shall be repaired or replaced by Contractor within forty-eight (48) hours. Any replacement must be similar in style, material, quality and capacity.

Section 16. Interpretation of Performance, Administrative Charges and Service Violations.

(a) Interpretation. Contract Administrator shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed by the Contractor,

the manner of performance, the rate of progress of said work, the interpretation of the provisions of the Agreement, and the acceptable fulfillment of contract duties. In addition, the Contract Administrator shall determine the amount, quality, and character of the work performed. The Contractor shall have the right to appeal any decisions or findings of the Contract Administrator to the Board of County Commissioners, whose findings and conclusions shall be final and binding.

(b) Administrative Charges.

(1) Contract Administrator shall review the information submitted and levy administrative charges for each complaint received exceeding 2.5 per 1,000 customers per calendar month for the following violations:

(A) Failure to provide Collection Service to any Dwelling Unit during the regularly scheduled collection times and days.

(B) Failure to collect, transport, or dispose of Solid Waste, Recyclable Material, White Goods, or Yard Waste separately.

(C) Failure to return any Garbage Receptacle, Recycle Bin, or Yard Waste Receptacle to the collection location.

(D) Throwing of any Garbage Receptacle, Recycle Bin, or Yard Waste Receptacle after emptying the Container.

(E) Failure to immediately clean up spillage of any collected material or failure to immediately clean up leaking of vehicle fluids caused by Contractor.

(F) Failure to respond to a Customer Complaint in established time frame.

(G) Failure to completely empty any Garbage Receptacle, Recycle Bin or Yard Waste Receptacle.

(H) Failure to tag Non-conforming Waste left at the curb.

(I) Failure to comply with any provision of this Agreement not otherwise addressed hereunder.

(2) A \$30.00 administrative charge shall be levied for each complaint exceeding 2.5 per 1,000 customers per calendar month.

(3) County shall count each complaint towards administrative charges, regardless of resolution. Notwithstanding subsection (2) above, a complaint for failing to provide Collection Service that is received and resolved on the collection day shall not be counted as a complaint.

(4) Each complaint remaining unresolved pursuant to the Agreement shall be counted as one (1) complaint per day until resolved.

(5) A \$1,000.00 administrative charge shall be levied for receipt of three (3) or more verified complaints received from the same Dwelling Unit within thirty (30) days. An additional \$1,000.00 administrative charge shall be levied for each complaint received thereafter from that same Dwelling Unit within that same period.

(c) Service Violations. Contract Administrator shall review the information submitted and levy administrative charges for each complaint received for the following service violations:

(1) Failure to deliver any waste or Recyclable Material to the appropriate Designated Disposal Facility.

(2) Failure to maintain or submit to the Contract Administrator all documents and reports required herein.

(3) Failure to obtain County approval prior to changing a route.

(4) Failure to pay disposal fees in accordance with County Rate Resolution.

(5) Failure to complete a route, impacting thirty-five (35) or more households.

(6) Failure to maintain adequate reserve equipment or equipment in a clean, safe, and sanitary manner.

First service violation: \$5,000.00 administrative charge.

Second service violation: \$10,000.00 administrative charge.

Third service violation: \$25,000.00 administrative charge; Contractor must meet with Contract Administrator and present a written improvement plan which describes how service violations will be resolved.

Fourth and subsequent service violations: \$50,000 administrative charge; Contract Administrator may recommend termination of Agreement to the Board of County Commissioners.

(d) During the Agreement, Contract Administrator shall assess administrative charges under subsections (b) and (c) herein as violation(s) occur, and notify Contractor of the administrative charges assessed and the basis for each assessment within thirty (30) days from the date that the violation(s) occurred. Contractor may

appeal the assessments within five (5) calendar days after receiving the notice. In the event that Contractor fails to provide a written notice of appeal to Contract Administrator within five (5) calendar days, Contract Administrator's assessment shall be the final administrative action. If Contractor files a timely notice of appeal with Contract Administrator, the Board of County Commissioners shall conduct a hearing where Contractor may show why Contract Administrator's decision should be modified. The Board of County Commissioner's determination shall be the final administrative action.

(e) Contract Administrator shall deduct all administrative charges levied against Contractor from payments due or to become due to Contractor.

(f) In the event of material changes by County in the means and methods of providing Services under this Agreement as a result of changes in law or policy, Contractor shall receive a thirty (30) day grace period from the assessment of administrative charges related to complaints associated with this change in law or policy. This does not include Contractor's utilization of new or different types of vehicles or mechanical means and methods of collection. No administrative charges under this Section shall be assessed during the grace period related to the specific material change by County in the means and methods of collection.

(g) In the event of causes beyond the control of Contractor, as determined by Contract Administrator, including riots, acts of God, war, governmental laws, regulations, or restrictions, administrative

charges under this Section related to the specific incident shall not be assessed.

Section 17. Default and Termination of Agreement.

(a) County may terminate this Agreement by giving Contractor thirty (30) days written notice of intent to declare Contractor in default upon the occurrence of any of the following:

(1) Failure to Perform Services. Contractor has defaulted by failing or refusing to perform or observe the terms, conditions, or covenants in this Agreement or any of the rules and regulations promulgated by County pursuant thereto, or has wrongfully failed or refused to comply with the instructions of Contract Administrator relative thereto, whether such default is considered minor or material and said default is not cured within thirty (30) days of receipt by Contractor of County's written notice to do so, or, if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from Contract Administrator to do so and Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice, or having so commenced shall fail thereafter to continue with diligence the curing thereof, with Contractor having the burden of proof to demonstrate:

(A) that the default cannot be cured within thirty (30) days; and

(B) that it is proceeding with diligence to cure said default and such default shall be cured within a reasonable period of time as determined by Contract Administrator.

(2) Filing of Insolvency or Bankruptcy. Contractor has taken the benefit of any present or future insolvency statute or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law of the United States or any state thereof, or consent to the appointment of a receiver trustee or liquidator of all or substantially all of its assets; or

(3) Declaration of Bankruptcy. By order or decree of a Court, Contractor has been adjudged bankrupt or an order has been made approving a petition filed by any of its creditors or by any of the stockholders of Contractor seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect, unless such stayed judgment or order is reinstated in which case said default shall be deemed immediate; or

(4) Control by Receiver, Trustee or Liquidator. By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator has taken possession or control of all or substantially all

of the assets of Contractor and such possession or control shall continue in effect for a period of sixty (60) days.

(5) Assigning this Agreement or any part thereof, without the prior written consent of County.

(6) Habitual Violator. When the Contract's record of performance reflects that Contractor has frequently, regularly, or repeatedly, as determined by Contract Administrator, defaulted in performance of any of the covenants and conditions required herein to be performed by Contractor and regardless of whether Contractor has corrected each condition of default, Contractor shall be deemed an "Habitual Violator." Contractor deemed an Habitual Violator shall forfeit the right to any further notice or grace period to correct any and all defaults and any and all of said defaults shall be considered cumulative and collectively, and constitute a condition of irredeemable default.

(7) Use of Non Designated Facilities. Contractor has used a non Designated Disposal Facility without prior written approval of Contract Administrator.

(8) Failure to execute and remain in compliance with a Seminole County Non-Exclusive Franchise for the Collection of Commercial Solid Waste.

(b) Prior to termination and within thirty (30) days of Contract Administrator's notice of intent to declare Contractor in default, Contractor may request mediation of the defaults related to termination to attempt resolution of disputes. The selection of the mediator and mediation procedures shall be mutually agreed.

Contractor shall pay all costs related to the mediation in the event that Contractor requests mediation under this Section.

(c) If personnel employed by Contractor and performing Services pursuant to Contractor's obligations under this Agreement shall go on a labor strike or slowdown, or if a work stoppage, walkout or secondary boycott shall occur, for any reason or cause whatsoever, and such act or event effectively prevents Contractor from performing its material obligations under this Agreement, County may, in its sole discretion, by notice to Contractor, terminate this Agreement forthwith. Uncontrollable forces shall not be deemed conditions of default.

Section 18. Designated Disposal Facilities.

(a) All Solid Waste, Yard Waste, Recyclable Material, Bulk Waste, and White Goods shall be transported by Contractor to a site or facility within the geographic area of Seminole County as specified in Exhibit "B". The site or facility shall be designated in writing to Contractor by Contract Administrator.

(b) Contract Administrator reserves the right to re-designate any site or facility or to designate alternate sites or facilities for the delivery of Solid Waste, Yard Waste, Recyclable Material, Bulk Waste, and White Goods.

(c) In the event that County designates disposal facilities outside the geographic area of Seminole County for delivery of Solid Waste, Recyclable Material, Yard Waste, Bulk Waste, or White Goods, the parties agree to enter good faith negotiations related to any

increased or decreased costs associated with the out of County facilities.

Section 19. Collection Equipment.

(a) Minimum Requirements. Contractor shall provide in good working condition at all times collection equipment which meets industry standards and is sufficient to permit Contractor to efficiently and safely perform the Services specified herein. Upon execution of this Agreement and annually thereafter on November 1, or on the next business day, Contractor shall provide, in a format specified by Contract Administrator, a list of the equipment providing Services under this Agreement. The collection vehicle list shall include at a minimum, the year, make, and model of the vehicle, fleet number, and route number. On April 1, 2005, no collection vehicle used to perform services outlined in this Agreement shall be older than six (6) years. The average fleet age shall not exceed six (6) years at any time during the term of this Agreement. No fleet vehicle shall exceed ten (10) years at any time during the term of this Agreement. The collection vehicle list shall be immediately updated when necessary and Contract Administrator notified when changes are made to Contractor's vehicle inventory. Notwithstanding the above, the Contractor may identify two (2) vehicles assigned to this Agreement, and two (2) back-up vehicles assigned to this Agreement that are six (6) years or older, but less than ten (10) years old at the start of this Agreement. These two (2) vehicles shall be identified by unit number and VIN number prior to commencement of this Agreement. Prior to the start of this Agreement and annually thereafter, these two (2)

vehicles shall be made available to the County for inspection pursuant to paragraph (h) above.

(b) Equipment markings. Vehicles used by Contractor in the performance of the Services specified in this Agreement shall be clearly identified in letters at least six inches (6") in height, in a manner approved by Contract Administrator, to include Contractor's name, phone number of Contractor's local office, vehicle number, and route number. All information shall be required on each side of any vehicle used by Contractor for performance of Services specified in this Agreement. All vehicles shall include signage on the back of the vehicle warning of frequent stops.

(c) Discharges. Vehicles shall not be overloaded so as to discharge collected material. Discharged material from a Contractor's vehicle shall be immediately cleaned up by Contractor. The vehicle bodies of vehicles used by Contractor for performance of Services specified herein shall have completely enclosed beds of metal or impervious material that can be cleaned. Contractor shall provide adequate means, as approved by Contract Administrator, to prevent and clean up any discharges from the collection vehicles. Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, leak proof container(s), and any other tools necessary to clean up vehicle discharges.

(d) Reserve Equipment. Contractor shall have available reserve equipment which can be put into service within two (2) hours from the time of breakdown. Such reserve equipment shall correspond in size

and capacity to the equipment used by Contractor to perform the contractual duties.

(e) Recycling Vehicles. Recyclable Material collection vehicles shall be designed for Recyclable Material and have compartments into which the different Recyclable Material may be placed. Trucks shall be configured so the truck can mechanically unload Recyclable Material in two (2) separate streams. To avoid glass breakage, the trucks shall not compact non-fiber mixed Recyclable Material in excess of fifty (50) pounds per square inch. The trucks shall be designed to limit breakage of Recyclable Material when loading and unloading. Equipment utilized for the collection of Recyclable Material shall be clearly identified for that purpose. Contractor, at Contractor's expense, shall provide a sign on each side of a recycling collection vehicle in letters not less than six inches (6") in size. The sign shall read "SEMINOLE COUNTY RECYCLES" and carry County recycling logo or other County signage as approved by Contract Administrator.

(f) Light Utility Trucks. Contractor shall maintain a sufficient number of light utility trucks or other such vehicles that can be provided for use in remote areas and on roads of limited stability as to allow for the provision of normal Services to those Dwelling Units in its Service Area in such areas or along such roads. If any public road or public right-of-way in the Service Area is substandard, as specifically designated by Contract Administrator in writing, Contractor must provide lightweight equipment to service these roads and rights-of-way. It shall be the responsibility of

Contractor to determine which vehicles shall be used to service which Dwelling Units so as to avoid damaging the roads being utilized to service said Dwelling Units. Contractor acknowledges this responsibility and agrees to repair to County standards any road damage caused by Contractor. In the event of an Individual Dwelling Unit complaint regarding road damage, Contract Administrator shall designate the type of vehicle to be utilized on that particular road.

(g) Maintenance of Vehicles. Contractor shall maintain vehicles in good repair, appearance, and in a clean and sanitary condition. Vehicles shall be washed thoroughly on the inside and outside and sanitized with a suitable disinfectant and deodorant at least once per week and at such times as established by Contract Administrator. All vehicles shall be regularly maintained in a manner necessary to prevent discharge of collected material, automotive fluids, and emissions into the environment and to maintain compliance with applicable noise ordinances. A maintenance log shall be maintained at all times for all vehicles and made available to Contract Administrator upon request.

(h) Inspection of Vehicles. Contract Administrator may inspect the operations, vehicles, and equipment of Contractor to ensure compliance with the provisions of this Agreement. Vehicles failing to meet the minimum standards set forth herein shall be taken out of service by Contractor until minimum conditions can be met.

(i) Removal of Collection Equipment. Collection equipment regularly and repeatedly failing to perform in a satisfactory manner shall be permanently removed from service in Contractor's Service

Area. Unsatisfactory vehicle performance includes, but is not limited to:

(1) Failure to complete a route due to mechanical breakdown, ten (10) times in twelve (12) months.

(2) Failure to discharge recyclable materials in two (2) discrete streams, six (6) times in twelve (12) months.

(3) Discharge of vehicle fluids due to mechanical failure ten (10) times in twelve (12) months.

(j) Assignment to Routes. Vehicles shall be assigned to individual routes as set forth herein. Contractor shall immediately notify Contract Administrator of changes in assigned vehicles for reason of equipment repair, preventative maintenance or heavy pickup. Should Contractor change assigned vehicles for a period exceeding two (2) weeks, the vehicle list shall be updated by Contractor and provided to Contract Administrator.

Section 20. Office.

(a) Contractor shall maintain, at its own expense, an office within the geographic area of Seminole County or in the proximity of Seminole County, as determined by the Contract Administrator, where service inquiries and complaints can be received from Customers residing within the Service Area. Contractor shall maintain a toll free number where service inquiries and complaints can be received from Customers residing within the Service Area. Contractor's office shall have office equipment sufficient for communication with Contract Administrator. At a minimum, Contractor's office shall have telephones, facsimile machines, and computers with external electronic

mail and internet access. Contractor shall have responsible persons on duty during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays specified herein. Contractor shall provide either a telephone answering service or mechanical device to receive service inquiries and complaints after operating hours. Contractor shall provide an exclusive toll free telephone number and point of contact for Contract Administrator to submit complaints.

(b) Designation of Agent. Contractor shall designate in writing to Contract Administrator annually, on November 1 or the next business day the person to serve as liaison between Contractor and Contract Administrator. A backup agent shall also be provided in the event said person is unavailable. Contractor shall provide Contract Administrator the name and telephone numbers for both persons. Contractor shall immediately notify Contract Administrator of any changes in such contact personnel.

(c) Emergency Contact. Contractor shall provide Contract Administrator with the name and telephone number of an emergency contact person who can be reached outside of the required office hours. The contact person must have the authority to authorize Contractor operations in situations requiring immediate attention.

Section 21. Filing of Requested Information and Documents.

(a) Contractor shall submit to County a Residential Report, attached hereto and incorporated herein as Exhibit "E" on or before the tenth day of the month following each month in which Contractor provides services hereunder. The report shall include, at a minimum,

the total amount of Solid Waste, Yard Waste, and Recyclable Material collected in the reporting month, and the Designated Disposal Facility to which it was delivered.

(b) Contractor shall ensure that all documents and reports are submitted and updated as required by this Agreement. Contractor shall provide all documents in a format approved by Contract Administrator in accordance with Exhibit "F," attached hereto and incorporated herein. On or before February 1st of each year this Agreement is in effect, Contractor shall certify to Contract Administrator that all required documents as described in Exhibit "F" are accurate and on file with County. Contractor shall immediately update and notify Contract Administrator of any changes affecting the Services described in this Agreement.

Section 22. Permits and Licenses. Contractor shall obtain, at its expense, all permits and licenses required by law or rule and maintain the permits and licenses in full force and effect throughout the term of this Agreement.

Section 23. Collection Time and Days. Residential Collection Services shall be provided commencing no earlier than 6:00 a.m. and shall be completed no later than 8.00 p.m., Monday through Friday. The hours and/or days of collection may be extended due to extraordinary circumstances or conditions with prior consent from Contract Administrator.

Section 24. Holidays.

(a) Contractor shall not be required to provide Services on the following days which County observes as holidays: Fourth of July,

Thanksgiving Day, Christmas Day, and New Year's Day. Notwithstanding the above, Recycling Collection Services shall be provided on New Year's Day when said day is a regularly scheduled Collection Services day. All other Residential Collection Services shall resume on the next regularly scheduled collection day after the holiday.

(b) Services not provided on the designated holidays shall be provided on the next scheduled collection day. Dwelling Units not receiving Residential Yard Waste Collection Service due to a holiday shall be entitled to set out up to and including twenty (20) Yard Waste Containers or bundles the next scheduled collection day for Yard Waste. Dwelling Units not receiving Residential Yard Waste Collection Service due to Christmas and New Year's Day holiday schedule shall be entitled to set out up to and including thirty (30) Yard Waste Containers or bundles on the next scheduled collection day for Yard Waste.

Section 25. Routes and Schedules.

(a) Establishment of Routes. Contractor shall establish routes within its Service Area to obtain maximum efficiency of operation. Each route shall have a specific start time and location, a specific finish location and shall run in a consistent street sequence under normal collection conditions. Each route shall utilize the same vehicle each day and run solely within the Service Area. Contractor shall provide, in a format approved by Contract Administrator, a record of each route and the Collection days for Residential Solid Waste, Recyclable Materials, Yard Waste, Mandatory Side Door Services, and Optional Side Door Services, including the total number of

Dwelling Units for each route. The record shall be provided to Contract Administrator as described in Exhibit "F".

(b) Maps. In an electronic format acceptable to Contract Administrator, Contractor shall provide a map depicting each route and the Collection days for Residential Solid Waste, Yard Waste, Recyclable Material, Mandatory Side Door Services, and Optional Side Door Services as described in Exhibit "C". Contractor shall keep route and schedule maps current and on file at all times with Contract Administrator.

(c) Changes in Routes. Except as stated in Section 19(j), Contractor may not change routes or the scheduled days for collection without Contract Administrator's written authorization. Any request for proposed changes must be submitted in writing to Contract Administrator at least thirty (30) days prior to the requested change. In addition to the written request, Contractor shall submit a map depicting the collection days for each route that may be changed, including the total number of Dwelling Units for each route. Upon approval, Contractor shall, at its expense, notify the Customers within their Service Area with door hangers delivered to each Dwelling Unit of the applicable schedule of collection changes at least two (2) weeks and not more than thirty (30) days prior to any change in said schedule. Upon changing routes, Contractor shall collect all service misses in its Service Area for a minimum one (1) week period. Route documentation and corresponding maps shall be immediately updated by Contractor to reflect the changes and provided to Contract Administrator. Contractor shall ensure that no route changes cause an

undue hardship on Customers. Contract Administrator may require route changes to address environmental concerns and repeated customer complaints.

Section 26. Accessibility.

(a) Placement. Except for customers receiving Side Door Collection Services as described herein, all Solid Waste, Recyclable Material, Yard Waste, White Goods, and Bulk Waste to be collected under this Agreement shall be placed within six feet (6') from the curbside, or paved surface of the public roadway when there is no curbside, closest accessible public right-of-way or other location agreed to by the Customer and Contractor that will provide a safe and efficient location to Contractor's crew and vehicle. If an appropriate location cannot be agreed upon, Contract Administrator shall designate the location for collection

(b) If Contractor is unable to collect Solid Waste, Recyclable Material, Yard Waste, Bulk Waste, or White Goods as a result of problems related to accessibility or interference, Contractor shall leave the material as it was found, with a tag indicating the reason. Contractor shall notify Contract Administrator within twenty-four (24) hours upon determining problems related to accessibility or interference of regularly scheduled Services to Dwelling Units and report the address of any Customer whose Solid Waste, Recyclable Material, White Goods, Bulk Waste, or Yard Waste could not be collected. Contractor shall not interrupt the regular schedule or quality of service due to temporary street closures or parked vehicles.

Section 27. Manner of Collection. Contractor shall perform Collection Services with as little disturbance as reasonably possible and without obstructing roadways, driveways, sidewalks, or mailboxes. Contractor shall handle Garbage and Yard Waste Containers and Recycle Bins with reasonable care and return them standing upright with covers in place or adjacent to the receptacle, to the approximate location from which they were collected. Containers and bins shall not be thrown. Garbage and Yard Waste Containers and Recycle Bins damaged or destroyed by Contractor shall be repaired or replaced pursuant to this Agreement. Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during Collection Services. Contractor shall immediately clean up all litter and spillage caused by Contractor.

Section 28. Personnel of Contractor.

(a) Contractor shall employ competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. Contractor's collection personnel shall not use obscene or other offensive language or gestures during the performance of Services. Contractor's collection and customer service personnel shall serve the public in a helpful, polite, and courteous manner. Contract Administrator may require the removal or replacement of any of Contractor's personnel if complainants state Contractor's personnel are rude, belligerent, or offer a nuisance or threat. Contractor shall not subcontract personnel services without prior written approval by County as set forth in Section 42. All subcontractor

personnel shall be required to receive training in contract requirements before working in the Service Area.

(b) Applicable Laws. Contractor shall be responsible for ensuring that all personnel comply with all applicable laws and regulations and meet all Federal, State and local requirements related to their employment and position.

(c) Drivers. Each driver of a collection vehicle shall at all times carry a valid State of Florida commercial driver's license and all other required licenses and endorsements for the type of vehicle operated. Contractor shall submit an annual list of drivers assigned to each route to Contract Administrator as required in Exhibit "F".

(d) Supervisors. Contractor shall assign a supervisor to each Service Area to ensure the performance of the Services described in this Agreement. Contractor shall designate, in writing to County Administrator, the principal supervisor assigned to support resolution of routine complaints. In the event that the assigned supervisor is unavailable, a trained, knowledgeable, and responsible backup supervisor shall be available. The backup supervisor shall have authority to make decisions and take action in response to Contract Administrator. Each supervisor shall at all times have a form of mobile communication for Contract Administrator's use. Information shall be updated upon change and annually according to Exhibit "F".

(e) Customer Service. Contractor shall assign three (3) customer service representatives designated by name to each Service Area. Contractor shall designate in writing the principal customer service contact to support resolution of routine complaints. Two (2)

backup customer service representatives shall be provided by Contractor when the principal is unavailable. Information shall be updated upon change and annually according to Exhibit "F".

(f) Prudent Procedures. Contractors shall use pedestrian walkways while on private property. No trespassing or crossing property to a neighbor's premises is permitted unless residents or owners of both such properties have given prior written permission. Care shall be taken to prevent damage to containers by unnecessary rough treatment and to property including flowers, shrubs, and other plantings.

(g) Uniforms. All of Contractor's collection personnel shall wear appropriate clothing, including a shirt bearing Contractor's name and the employee's name, at all times during the performance of Collection Services.

(h) Training. Contractor shall provide equipment operating, safety, and customer service training for all personnel. All drivers and supervisors shall be informed of the applicable rules, regulations, and laws that govern solid waste management. Each employee shall be provided information as to the Services required under this Agreement. Drivers shall not run any route without a minimum of two (2) weeks experience on said route. Contractor shall annually provide copies of Training and Safety Plans, and documentation that employees received the training to County as required in Exhibit "E".

(i) Drug Free Workplace. Contractor shall maintain a drug and alcohol free workplace policy and a no weapons policy.

Section 29. Insurance.

(a) General. Contractor shall, at Contractor's own cost, procure the insurance required in this Section.

(1) Contractor shall furnish Contract Administrator with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employers' Liability, Commercial General Liability, Business Automobile Liability and Umbrella Liability). County, its officials, officers, and employees shall be named as insureds on all policies to Contractor pursuant to the foregoing. The Certificate of Insurance shall provide that County shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by Contractor, Contractor shall provide County with a renewal or replacement Certificate of Insurance not less than (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate of Insurance shall contain a statement that it is provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement; provided further, however, that in lieu of the statement on the Certificate of Insurance, Contractor shall, at the option of County, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement.

(3) In addition to providing the Certificate of Insurance, if required by County, Contractor shall, within thirty (30) days after receipt of the request, provide County with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by County nor failure to disapprove the insurance furnished by a Contractor shall relieve Contractor of Contractor's full responsibility for liability, damages and accidents.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies, other than Workers Compensation, must be authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company. The Business Auto Policy may be issued by companies who are members of the Florida Joint Underwriting Association in lieu of the Best's Rating.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an

insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the Best's Rating and Financial Size Category, Contractor shall, as soon as Contractor has knowledge of any such circumstance, immediately notify County and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as Contractor has replaced the unacceptable insurer with an insurer acceptable to County, Contractor shall be deemed to be in material default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of Contractor, Contractor shall, at Contractor's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by Contractor and shall be maintained in force until the Agreement termination date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employers' Liability.

(A) Contractor's insurance shall cover Contractor and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act,

where appropriate, coverage is to be included for any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

LIMITS

\$1,000,000.00	(Each Accident)
\$1,000,000.00	(Disease Policy Limit)
\$1,000,000.00	(Disease Each Employee)

(2) Commercial General Liability.

(A) Contractor's insurance shall cover Contractor for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) Contractor shall maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by Contractor (inclusive of any amounts provided by an Umbrella or Excess policy) shall be those that

would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount specified for each project:

LIMITS

\$3,000,000.00	General Aggregate
\$1,000,000.00	Personal Injury & Advertising Limit
\$1,000,000.00	General Liability per Occurrence Bodily Injury & Property Damage

(3) Business Automobile Liability.

(A) Contractor's insurance shall cover Contractor for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services office, without the attachment of restrictive endorsements. Coverage shall include owned, non owned and hired autos.

(B) The minimum limits to be maintained by Contractor (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, Contractor shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by Contractor shall be a minimum of three (3) times the per

accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Automobile Liability shall be:

LIMITS

\$1,000,000.00	Bodily Injury and Property Damage Liability Combined Per Occurrence
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(4) Umbrella Liability

(A) Notwithstanding anything in this Agreement to the contrary, if an insured suffers loss which is covered by an Underlying Contract set forth in the schedule attached to this contract (or a renewal or replacement thereof), the excess of which would be payable under this Agreement except for the terms, definitions, exclusions or conditions of this Agreement which are not consistent with the Underlying Contract, then this Agreement is extended to follow and be subject to the terms, definitions, exclusions and conditions (other than the limits of liability, contract: period and other insurance provisions) of the Underlying Contract which affords such coverage with respect to such loss. It is agreed and understood that the coverage by this Agreement shall be no more restrictive than the coverage afforded by the Underlying Contract.

(B) Scope of Coverage. Umbrella Liability Coverage is to be afforded for Bodily Injury, Personal Injury, Property Damage and Employer's Liability on a form no more restrictive than the Underlying Policies and in addition shall include:

(i) First Dollar Defense (where coverage is exhausted or not included in Underlying Contracts); and

(ii) Liability Coverage for Advertiser's Liability, Care, Custody and Control, Contractual Liability, and Personal Injury (Personal injury to include, but not limited to, mental injury, mental anguish, shock, sickness, disability, wrongful entry, wrongful eviction, discrimination, assault and battery, defamation of character)

(C) Minimum Limits of Underlying Policies. Umbrella proposals shall be based on minimum Underlying Limits (plus the amount of the deductible or Self-Insured Retention) of \$1,000,000 per occurrence.

(D) The minimum amount of coverage under the Umbrella Liability shall be:

LIMITS	\$5,000,000.00
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(d) Coverage. The Insurance provided by Contractor pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by County or County's officials, officers or employees shall be excess of and not contributing with the insurance provided by or on behalf of Contractor.

(e) Occurrence Basis. The Workers' Compensation Policy, Commercial General Liability and the Business Auto Policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve Contractor, its employees or agents of

liability from any obligations under a Section or any other portions of this Agreement.

Section 30. Indemnification of County.

(a) Contractor shall indemnify and save harmless County, its Commissioners, officers, agents, and employees from and against any claim, demand or cause of action of whatsoever kind or nature allegedly arising out of or related to the performance of Services under this Agreement by Contractor, its officers, agents, subcontractors or employees or any like person or entity in the performance of Services under this Agreement.

(b) Contractor shall require all subcontractors, if subcontractors are approved by County, to enter an Agreement containing the provisions set forth in the preceding subsection in which Agreement the subcontractors shall fully indemnify County in accordance with this Agreement.

(c) Nothing in this Agreement shall be construed to make a subcontractor of Contractor an agent, officer or employee of County.

(d) Each parent company, subsidiary or joint venturor of Contractor shall by execution of this Agreement by Contractor or its agent be deemed to have fully warranted, guaranteed and indemnified County under the terms and conditions of this Agreement.

Section 31. Access, Audits and Records.

(a) In the event of any rate change requested by Contractor other than its annual rate adjustments, Contract Administrator may in its sole discretion demand an audit specific to performance of this Agreement at Contractor's expense. Contractor shall provide one (1)

audit for the calendar year incorporating the previous year. The audit, if required, shall include supplemental schedules as specified by Contract Administrator and be prepared by an independent certified public accountant, located in Central Florida, in accordance with the generally accepted accounting principles. Such audit shall cover the previous calendar year and shall identify and separate that portion of Contractor's business performed in its Service Area. Audits shall include a balance sheet, an income statement, a statement of changes in financial position and other schedules as may be required. Contractor shall also make available to Contract Administrator, the work papers of the auditor in connection with the certified audit. Contractor shall be advised not to contract for audit services with auditors who shall not make work papers available to Contract Administrator.

(b) In the event that Contractor requests an annual rate adjustment under this Agreement, Contract Administrator or its agents shall have the right to review all records maintained by Contractor related to this Agreement, including the right to have an audit performed at County's expense related to this Agreement in accordance with generally accepted accounting principles.

(c) The Contractor shall allow County, or its agent, access to Contractor's records as are pertinent to all Services provided under this Agreement. Such records shall be available at Contractor's place of business at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this

Agreement for audit or inspection by County or an authorized County representative.

Section 32. Notice. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County:

Seminole County
Department of Environmental Services
500 W. Lake Mary Boulevard
Sanford, Florida 32773

For Contractor:

Waste Management Inc. of Florida
1001 Fannin, Suite 4000
Houston, Texas 77002

Copy to:

3510 Rio Vista Avenue
Orlando, Florida 32805

Section 33. Modifications to Agreement Due to Public Welfare, Change in Law or Changes in Ordinances of Seminole County. County shall have the unilateral right to make changes in this Agreement as the result of changes in law or ordinances and to impose new and reasonable rules and regulations on Contractor under this Agreement relative to the scope and methods of providing Services as shall from time to time be necessary and desirable for the public welfare.

Contract Administrator shall give Contractor reasonable notice of any proposed change by County and an opportunity to be heard concerning those matters. The scope and method of providing Services as referenced in this Agreement shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of Contractor reasonably necessary to protect the public safety, health, and welfare of the residents of Seminole County. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. County and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to changes in law which changes the scope of services. When such modifications are made to this Agreement, County and Contractor shall negotiate in good faith, a reasonable and appropriate compensation for any additional services or other obligations required of Contractor due to any modification in the Agreement under this Section.

Section 34. Employee Status. Persons employed by Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to County's officers and employees either by operation of law or by County.

Section 35. Equal Opportunity Employment.

(a) Contractor agrees that it shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) Personnel and employment issues and disputes between Contractor and its employees, agents or officers are not regulated by this Agreement nor shall they constitute a condition of default of this Agreement unless Services to Dwelling Units are affected.

Section 36. Conflict of Interest. Contractor agrees that it shall not contract for or accept employment for the performance of any work or Services with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with County.

Section 37. Right to Require Performance. The failure of either party at any time to require performance by the other party of any provisions of this Agreement shall in no way affect the right of either party thereafter to enforce the provisions of this Agreement. Nor shall waiver by either party of any breach of any provisions of

this Agreement be taken or held to be a waiver of any succeeding breach of those provisions or as a waiver of any provision itself.

Section 38. Title to Waste. County shall, at all times, hold title and ownership to all Solid Waste, Yard Waste, Recyclable Material, Bulk Waste, White Goods and all other material collected by Contractor pursuant to this Agreement and Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific written authorization from Contract Administrator. All responsibilities for the safe and proper transportation of the materials to County Designated Disposal Facility shall be with Contractor.

Section 39. Law to Govern. This Agreement shall be governed by the laws of the State of Florida. Venue for all civil actions shall be in Seminole County, Florida and Federal actions shall be in the Middle District of Florida.

Section 40. Compliance with Laws. Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

Section 41. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way effect the validity of the remaining covenants or provisions of this Agreement.

Section 42. Assignment and Subcontracting.

(a) No assignment or subcontract of this Agreement or any right occurring under this Agreement shall be made in whole or part by Contractor without the express written consent of County. County shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by Contractor. Any assignment of this Agreement made by Contractor without the express written consent of County shall be void and shall be grounds for County to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to Contractor and upon the date of such notice this Agreement shall be deemed immediately terminated and upon such termination all liability of County under this Agreement to Contractor shall cease and County shall be free to negotiate with other Contractors or any other person or entity for provision of Service in the Service Area which is the subject of this Agreement. No firm shall serve more than sixty percent (60%) of the total number of Dwelling Units receiving service in all Service Areas. In the event of merger or other assignment, if one firm acquires Service Areas containing more than sixty percent (60%) of the Dwelling Units receiving service in all Service Areas, Contract Administrator shall redefine the Service Area boundaries so that one firm does not service more than sixty percent (60%) of all Dwelling Units receiving service in all Service Areas. In the event of any assignment, the assignee shall fully assume all the duties, obligations, and liabilities of Contractor and the assignor shall remain as co-obligor with the

assignee as to all duties, obligations, and liabilities under this Agreement.

(b) Assignments within Contractor's corporate entities or among Contractor's corporate subsidiaries or as a result of a merger in which Contractor is a party shall require the consent of County. Any franchise issued hereunder shall be a privilege which is personal to the original franchise holder and it shall not be sold, transferred, leased, assigned, or disposed in whole or in part either by sale, merger, consolidation, or otherwise without the prior consent of County expressed by resolution, and then only under such conditions as therein may be prescribed. Any such approved transfer or assignment of the franchise shall be made only by an instrument in writing which shall include an acceptance of all terms and conditions of the franchise by the transferee or assignee, a duly executed copy of which shall be filed with the County within thirty (30) days of such transfer or assignment. Consent of the County shall not be granted until it has examined the proposed transferee's/assignee's legal, financial, and technical character, and other qualifications as set forth herein for the operation and maintenance of the services for collection, transport, and/or disposal of Solid Waste. The proposed transferee or assignee shall possess the requisite qualifications and agree, in writing, to comply with all provisions of this Agreement and the previously issued franchise. For purposes of this Section, a change in ownership shall include a transfer of twenty percent (20%) or more of the voting securities of a corporate franchise holder to a person not presently a stockholder.

Section 43. Modifications This Agreement constitutes the entire contract and understanding between the parties and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties.

Section 44. Independence of Agreement. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties or as constituting Contractor as the agent, representative or employee of County for any purpose whatsoever. Contractor is to be and shall remain an independent Contractor with respect to all Services performed under this Agreement.

Section 45. Interim Service Area Assignments. In the event that any other County franchised solid waste Contractor is unable to perform under its Agreement and the applicable Service Area is without Services, Contractor agrees to exercise its best efforts to assist County in restoring Service to the affected Service Area under the service rates applicable to the affected Service Area.

Section 46. Alternative Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust County administrative dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. County administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt

Payment Procedures," arising under this Agreement with administrative dispute resolution procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) Contractor agrees that it shall file no suit or otherwise pursue legal remedies based on fact or evidentiary materials that were not presented for consideration in County administrative dispute resolution procedures set forth in subsection (a) above of which Contractor had knowledge and failed to present during County administrative dispute resolution procedures.

(c) In the event that County administrative dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

Section 47. Waste Deliveries. Contractor shall deliver all Residential Solid Waste collected within the borders of Seminole County, including all incorporated and unincorporated areas, to a Designated Disposal Facility and pay the appropriate disposal fees. Contractor shall deliver, unless precluded by an existing agreement, all Commercial Solid Waste collected within the borders of Seminole County, including all incorporated and unincorporated areas, to a Designated Disposal Facility and pay the appropriate disposal fees. Failure to deliver all Solid Waste collected in Seminole County to a

Designated Disposal Facility shall be cause for termination of this Agreement.

Section 48. Transition. Notwithstanding the effective date of service as set forth in Section 3 hereinabove, the Contractor shall comply with the Transition Schedule attached hereto and incorporated herein as Exhibit "G".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective authorized representatives as of the date first above written.

ATTEST:

WASTE MANAGEMENT INC. OF FLORIDA

Secretary

By: 
~~President~~ DM

[Corporate Seal]

Date: 10/25/04

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency

County Attorney
SED/lpk
6/29/04 8/2/04 10/13/04
trash franchise agt-waste management

Attachments:

- Exhibit "A" - Map/Description of Franchise Areas
- Exhibit "B" - Designated Disposal Facilities
- Exhibit "C" - Mandatory and Optional Service Levels and Rates
- Exhibit "D" - Calculation of Residential Disposal Credit
- Exhibit "E" - Residential Report
- Exhibit "F" - Schedule of Annual Reporting Requirements
- Exhibit "G" - Transition Schedule

EXHIBIT "B"
DESIGNATED DISPOSAL FACILITIES

Seminole County Central Transfer Station
1950 State Road 419 Longwood, Florida 32750

The Central Transfer Station accepts Residential and Commercial Solid Waste, Yard Waste, and Recyclable Materials only.

-and-

Seminole County Osceola Road Landfill
1930 East Osceola Road
Geneva, Florida 32732

The Seminole County Landfill accepts Residential and Commercial Solid Waste, Yard Waste, Bulk Waste, and White Goods only.

EXHIBIT "C"
MANDATORY AND OPTIONAL SERVICES LEVELS AND RATES

Effective April 1, 2005, Contractor shall provide the following levels of service to each residential unit receiving that level of service. The optional services may be provided by Contractor to residential dwelling units on a subscription basis. Annually, County shall provide Contractor with a list detailing the residential dwelling units designated to receive the applicable level of service. The rates are effective April 1, 2005, subject to adjustment as provided in this Agreement. The rates are for collection only. Disposal fees are not including in the rate per month. The following collections are on a per week basis subject to the holiday provisions of the Agreement.

<u>SERVICE LEVEL CHOICES</u>	<u>RATE PER MONTH</u>
Service "1"	\$9.21
1. two (2) solid waste;	
2. one (1) recycling;	
3. one (1) yard waste;	
4. on-call white goods and bulk pickup	
Service "2"	\$9.00
1. two (2) solid waste;	
2. one (1) recycling;	
3. on-call white goods and bulk pickup	
Service "3"	\$8.10
1. one (1) solid waste;	
2. one (1) recycling;	
3. one (1) yard waste;	
4. on-call white goods and bulk pickup	
Service "4"	\$8.00
1. one (1) solid waste;	
2. one (1) recycling;	
3. on-call white goods and bulk pickup	
Mandatory Side Door Service	No Charge

Physically Challenged Persons shall receive Side Door Service at no additional charge by Contractor to the residential dwelling unit or payment by County to Contractor for any of the four (4) levels of service described above and selected by the qualifying Customer.

Optional Side Door Service

Entire Neighborhood	\$10.00 annually + above charge
Per Dwelling Unit	\$10.00 annually + above charge

monthly

 10/25/04
 10/25/04

The maximum rate Contractor may charge dwelling units for Optional Side Door Services under this Agreement is \$120.00 per year. This amount is in addition to the applicable Service Level rates paid to Contractor by County described above. Contractor shall be responsible for the billing and collection of payments for Optional Side Door Services. Contractor may charge less for Optional Side Door Services; however, Contractor shall charge no more than above maximum rates as adjusted under this Agreement.

EXHIBIT "D"
CALCULATION OF RESIDENTIAL DISPOSAL FEE CREDIT

TYPE	GENERATION FACTOR
Solid Waste	1.16 Tons
Yard Waste	0.38 Tons

Service level "1"

TYPE	GENERATION FACTOR	DISPOSAL FEE*	ANNUAL CREDIT PER UNIT
Solid Waste	1.16 Tons	x \$33.17 per ton	= \$38.48
Yard Waste	0.38 Tons	x \$33.17 per ton	= \$12.61
Service Level "1" Total Annual Credit per Unit			= \$51.09

Service level "2"

TYPE	GENERATION FACTOR	DISPOSAL FEE*	ANNUAL CREDIT PER UNIT
Solid Waste	1.16 Tons	x \$33.17 per ton	= \$38.48
Service Level "2" Total Annual Credit per Unit			= \$38.48

Service level "3"

TYPE	GENERATION FACTOR	DISPOSAL FEE*	ANNUAL CREDIT PER UNIT
Solid Waste	1.16 Tons	x \$33.17 per ton	= \$38.48
Yard Waste	0.38 Tons	x \$33.17 per ton	= \$12.61
Service Level "3" Total Annual Credit per Unit			= \$51.09

Service level "4"

TYPE	GENERATION FACTOR	DISPOSAL FEE*	ANNUAL CREDIT PER UNIT
Solid Waste	1.16 Tons	x \$33.17 per ton	= \$38.48
Service Level "4" Total Annual Credit per Unit			= \$38.48

Disposal fees may be adjusted pursuant to the County Solid Waste Rate Resolution.

EXHIBIT "E"
RESIDENTIAL REPORT

MONTH/YEAR OF SERVICE _____

Total Tons Solid Waste Collected _____

Total Tons Yard Waste Collected _____

Total Tons Recyclable Material Collected _____

Submit to County on or before the 10th day of month following each Month which Contractor provides services hereunder.

EXHIBIT "F"
SCHEDULE OF ANNUAL REPORTING REQUIREMENTS
Initial Date and Annually Thereafter

County provides final assessment roll to Contractor of Dwelling Units to receive Services	April 2005
Contractor provides County list of Dwelling Units receiving Services, not on assessment roll (owner name, property address with parcel identification number)	June 2005
County determines eligibility of additional Dwelling Units	August 2005
Contractor submits rate adjustment request	August 2006
Contractor submits Collection Equipment List to County (Year, Make, Model, Vehicle Identification Number, Fleet Number, Route Number)	February 2005
Contractor submits Office Information to County (Local and Toll-free telephone numbers, facsimile number(s), email address(es))	February 2005
Contractor submits Agent Designation to County (Agent and Backup Agent Name and contact information; Emergency/After Hours Contact	February 2005
Contractor submits Route Information and Maps to County (Route numbers, vehicles assigned to route, driver assigned to route, collection days for each collection service, number of households served, start and finish location, street sequence, start time and estimated finish time)	February 2005
Contractor submits Driver List to County (Driver's Name, Assigned Route Number)	February 2005
Contractor submits Supervisor List to County (Name and contact information, backup Supervisor and contact information)	February 2005
Contractor submits Customer Service List to County (Three names and contact information)	February 2005
Contractor submits Safety and Training Plan to County (Equipment operating, safety and customer service training, documentation all employees received training)	February 2005
Contractor submits Insurance Policy Certificates to County	February 2005
Contractor submits certified statement that all required documents are current and on file with County	February 2005

EXHIBIT "G"
TRANSITION SCHEDULE

Item	Deadline
County provides draft assessment roll to Contractor of Dwelling Units to receive Services	January, 2005
Contractor submits Collection Equipment List to County (Year, Make, Model, Vehicle Identification Number, Fleet Number, Route Number)	January, 2005
Contractor submits Office Information to County (Local and Toll-free telephone numbers, facsimile number(s), email address(es))	January, 2005
Contractor submits Agent Designation to County (Agent and Backup Agent Name and contact information; Emergency/After Hours Contact)	January, 2005
Contractor submits Route Information and Maps to County (Route numbers, vehicles assigned to route, driver assigned to route, collection days for each collection service, number of households served, start and finish location, street sequence, start time and estimated finish time)	January, 2005
Contractor submits Driver List to County (Driver's Name, Assigned Route Number)	January, 2005
Contractor submits Supervisor List to County (Name and contact information, backup Supervisor and contact information)	January, 2005
Contractor submits Customer Service List to County (Three names and contact information)	January, 2005
Contractor submits Safety and Training Plan to County (Equipment operating, safety and customer service training, documentation all employees received training)	January, 2005
Contractor submits Insurance Policy Certificates to County	January, 2005
Contractor submits Customer Notification Literature to County	January, 2005
Contractor submits Customer Notification Plan to County	January, 2005
Contractor submits certified statement that all required documents are current and on file, and routes have been run for two (2) weeks to the County	January, 2005
County submits Decals with Route Numbers to Contractor	March, 2005

Failure to meet deadlines as specified is a material default of the Agreement.