

CONTRACT NO: 2011-109  
BCC APPROVED: 11/16/2010

**SOLID WASTE, RECYCLABLE MATERIALS, AND  
YARD TRASH COLLECTION  
FRANCHISE RENEWAL AGREEMENT**

**Between**

**SARASOTA COUNTY**

**and**

**Waste Management Inc. of Florida**

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**Solid Waste, Recyclable Materials, and Yard Trash  
Collection Franchise Renewal Agreement  
Sarasota County, FL**

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**Solid Waste, Recyclable Materials, and Yard Trash  
Collection Franchise Renewal Agreement**

This Franchise Renewal Agreement (the "Renewal Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between Sarasota County, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Waste Management Inc. of Florida (hereinafter referred to as the "Franchisee") succeeds that certain Solid Waste, Recyclable Materials, and Yard Trash Collection Franchise Agreement (Contract No. 2004-301), dated June 15, 2004.

**W I T N E S S E T H:**

**WHEREAS**, Sections 125.01 (1) and Chapter 403, Florida Statutes, as may be amended from time to time, grant the Board of County Commissioners of Sarasota County (the "Board") the authority to regulate Solid Waste Collection and disposal; and

**WHEREAS**, Chapter 403 Florida Statutes, as may be amended from time to time, grant the Board the authority to implement a comprehensive recycling program; and

**WHEREAS**, on June 15, 2004, the County and Franchisee entered into that certain "Solid Waste, Recyclable Materials, and Yard Trash Collection Franchise, dated June 15, 2004 (Contract No. 2004-301) (the "2004 Agreement") which granted Franchisee an exclusive franchise for the operation of Collection Services within specified Areas of unincorporated Sarasota County; and

**WHEREAS**, the 2004 Agreement stipulated a term of seven (7) years, commencing October 1, 2004 through September 30, 2011, and provided for a renewal term of seven (7) years upon the approval of both parties; and

**WHEREAS**, the County desires to renew the 2004 Agreement for an additional seven (7) year term with adjustments as set forth herein and the Franchisee desires to continue to perform the services under the terms and conditions as provided herein; and

**WHEREAS**, the Board finds that the granting of a renewal of the 2004 Agreement to Franchisee for the purpose of performing the Collection Services as defined herein is in the public interest, and protects the public health, safety and general welfare of those to be served by the Franchisee, and that permission should continue to be granted to Franchisee to provide Collection Services within the Service Area for the benefit of the land owners and residents within said Area; and

**WHEREAS**, the parties have negotiated mutually acceptable terms and conditions of the Renewal Agreement; and

**WHEREAS**, Franchisee agrees to renew its performance bond in the amount of one half the estimated annual residential revenue.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements contained herein, the County and the Franchisee mutually undertake, promise and agree for themselves, their successors and assigns as follows:

## 1 Definitions

For the purpose of this Renewal Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of Ordinances of Sarasota County, Florida, shall apply. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

- 1.1 **Audited Financial Statement:** a collection of the following as they are defined by the American Institute of Certified Public Accountants: accountants' report (opinion), balance sheet, profit/loss statement, changes in financial position/cash flow statement, notes to the financial statement, accountants' report on supplemental information and supplemental information.
- 1.2 **Biological Waste:** those wastes that cause or have the capability of causing disease or infection including, but not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. This term does not include human remains that are disposed of by Persons licensed under Chapter 470, Florida Statutes.
- 1.3 **Biomedical Waste:** any solid or liquid waste which may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. The following are also included: a) used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; and absorbent materials saturated with blood or blood products that have dried, and b) non-absorbent, disposable devices that have been contaminated with blood, body fluids, or secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.
- 1.4 **Board:** the Board of County Commissioners of Sarasota County, Florida.
- 1.5 **Bulk Waste:** all large household items that do not require extraordinary management, and are not covered by the definitions for White Goods and Computer and Electronic Equipment including, but not limited to, sofas, tables, bathroom fixtures, bedroom and living room furniture, appliances not considered White Goods, ladders, and carpet. Bulk Waste shall be placed within three (3) feet from a public or private way for Collection.
- 1.6 **Certificate of Occupancy:** a document produced by the County certifying that a newly constructed building has been constructed in compliance with County specifications, and is suitable for use.
- 1.7 **Class I Customer:** single family, duplex, triplex, and quadruplex Dwelling Units; apartments with 2-9 Dwelling Units; residential combination (residence plus commercial), and retirement homes containing 2-9 Dwelling Units that do not have commercial kitchens located within the Service Area.
- 1.8 **Class II Container:** any container, including dumpster, rolloff, or compaction equipment, but not including Roll Carts, authorized and approved by the Executive



Director to be used for the Collection of Solid Waste or Yard Trash from any Class II Customer utilizing dumpster, rolloff, or compaction Collection Service.

- 1.9 **Class II Customer:** mobile homes, recreational vehicles, condominiums, cooperatives, apartment buildings with 10 or more Dwelling Units, retirement homes with 10 or more Dwelling Units and each unit has a separate kitchen, time share apartments, mobile home parks including lots for mobile homes and recreational vehicles located within the Service Area.
- 1.10 **Class II Recycling Container:** any container, including dumpster, rolloff, compaction equipment, or rhino box, but not including Recycling Carts or Recycling Bins, authorized and approved by the Executive Director to be used for the Collection of Program Recyclables from Class II Customers utilizing dumpster, rolloff, rhino box or compaction equipment for said Collection Service.
- 1.11 **Collection:** the process of picking up, transporting, and dropping off Residential Waste and Commercial Waste at the Designated Sites; or the process of picking up, transporting, and dropping off Exempt Materials at an appropriate Disposal Site or Recycling Facility.
- 1.12 **Collection Containers:** Curbside Containers, Class II Containers, Roll Carts, Commercial Containers, Recycling Bins, Recycling Carts, Class II Recycling Containers, and/or Commercial Recycling Containers.
- 1.13 **Collection Plan:** The document prepared by the Franchisee and submitted to the Executive Director during the Transition Period that details the vehicles, equipment, service levels, and schedules for providing Collection Services in accordance with the provisions of this Renewal Agreement. The Collection Plan shall include maps for each route showing the day of the week, route boundaries, and the starting point(s) and ending point(s) for Collection services.
- 1.14 **Collection Service:** Residential Collection Service and/or Commercial Collection Service.
- 1.15 **Commercial Collection Service:** Collection of Commercial Waste from Commercial Customers using Commercial Containers, Curbside Containers, or Roll Carts, and may include Commercial Recyclable Materials Collection if said service is contracted between the Franchisee and Customer.
- 1.16 **Commercial Container:** any container, including dumpster, rolloff, or compaction equipment, but not including Roll Carts, authorized and approved by the Executive Director to be used for the Collection of Solid Waste or Yard Trash from Commercial Customers utilizing dumpster, rolloff, or compaction Collection Service.
- 1.17 **Commercial Customer:** Person using Commercial Real Property or Industrial Real Property, located within the Service Area, primarily for commerce, including but not limited to hotels, motels, free-standing recreational vehicle parks, governmental entities, churches, hospitals, schools and not-for-profit corporations. Vacant lands, not classified as Improved Real Property, shall be deemed commercial Improved Real Property.
- 1.18 **Commercial Lawn Care Service:** the business of lawn and garden maintenance for remuneration. This definition includes landscapers.
- 1.19 **Commercial Organics:** organic material which is segregated from Commercial Waste for the purpose of composting and included in the County pilot program for

diversion of said materials. Said materials shall not be included in the exclusive franchise.

- 1.20 **Commercial Recyclables:** Recyclables generated by Commercial Customers.
- 1.21 **Commercial Real Property:** real property not classified as Residential Real Property, including property used primarily for commerce, including but not limited to hotels, motels, free-standing recreational vehicle parks, governmental entities, churches, hospitals, schools and not-for-profit corporations. This classification shall not include commercially zoned property that is used primarily for residential purposes. Vacant lands, not classified as Improved Real Property, shall be deemed as Commercial Real Property.
- 1.22 **Commercial Recycling Container:** any container, including dumpster, rolloff, compaction equipment, or rhino box, but not including Recycling Bins or Recycling Carts, authorized and approved by the Executive Director to be used for the Collection of Recyclable Materials from Commercial Customers.
- 1.23 **Commercial Solid Waste:** Solid Waste generated by a Commercial Customer upon the Commercial Real Property or Industrial Real Property being utilized by the Commercial Customer.
- 1.24 **Commercial Supplemental Collection Services:** services provided by the Franchisee to Commercial Customers which are not included in the Commercial Collection Service Rate including, but not limited to, extra or special Collection, gate service, roll-out service, unusual Commercial Customer requirements, Customer owned Commercial Container maintenance, container modification, or locking devices.
- 1.25 **Commercial Waste:** Solid Waste and Yard Trash, as defined herein, generated upon Commercial and Industrial Real Property.
- 1.26 **Commercial Yard Trash:** Yard Trash generated upon the Commercial Customer's Commercial Real Property or Industrial Real Property. Yard Trash collected by Commercial Lawn Care Service shall not be considered Commercial Yard Trash.
- 1.27 **Computers and Electronic Equipment:** includes, but is not limited to, computers, monitors, televisions, cathode ray tubes, printers, scanners and fax machines. Other equipment may be added to this list upon agreement between the County and the Franchisee.
- 1.28 **Construction and Demolition (C&D) Debris:** materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and untreated lumber, resulting from the construction, destruction, or renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition site. De minimis amounts of Solid Waste may be present in C&D Debris provided such amounts are consistent with best management practices of the industry.
- 1.29 **Container Program Recyclables:** steel and tin cans, aluminum, glass containers, plastic bottles, and polycoated paper cartons as defined in Exhibit VI, which are segregated from other materials in the Waste Stream.

- 1.30 **Contingency Plan:** a plan to be developed by the Franchisee to outline the process by which the Franchisee shall avoid interruption in Collection Service in the event that any emergency situation renders the Franchisee's operations yard and/or equipment unusable for a period of time.
- 1.31 **County:** depending on context may mean either the unincorporated areas of Sarasota County, Florida; or Sarasota County Government, its officers, agents and employees.
- 1.32 **Curbside:** the placement of Solid Waste, Program Recyclables, and Yard Trash within three (3) feet of the curb line or paving line of the nearest street, or in the case of a drainage ditch, at a point within said dimensions adjacent to the nearest driveway.
- 1.33 **Curbside Container:** 1) a metal container with a tight fitting lid, with or without wheels; 2) a durable plastic container with a tight fitting lid, with or without wheels; or 3) a plastic bag sufficient in strength for handling by the Franchisee so long as they are closed and unbroken at the time of Collection. Said containers shall be authorized and approved by the Executive Director to be used for the Collection of Solid Waste or Yard Trash from any Class I Customer, or eligible Class II Customer utilizing Curbside Collection Service. Each individual Curbside Container filled with Solid Waste or Yard Trash shall not exceed forty (40) pounds in weight. Curbside containers shall be constructed so as to prevent intrusion of water and the expulsion of its contents, with covers free from sharp edges or inside structures that prevent the free discharge of their contents.
- 1.34 **Customer:** Commercial Customer and/or Residential Customer. Whether or not a Person is a Commercial Customer or a Residential Customer depends upon the context of the section in which the word appears.
- 1.35 **Customer Base:** the estimated number of Residential Customers or Commercial Customers or service units per Service Category used in any year of this Renewal Agreement, to establish Rates, charges, or fees.
- 1.36 **Designated Disposal Site:** Central County Solid Waste Disposal Complex (CCSWDC), or other Disposal Site as designated by the County.
- 1.37 **Designated Recovered Materials Processing Facility (Designated RMPF):** a facility devoted solely to the storage, processing, resale, or reuse of Recyclable Materials which has been selected by the Board to receive, process, and market Program Recyclables, or a transfer station or other site designated by the County to be used as a consolidation point for Program Recyclables, collected by the Franchisee on behalf of the County, as part of this Renewal Agreement.
- 1.38 **Designated Site(s):** any real property set aside or authorized by the Board for the receipt of Residential Waste or Commercial Waste. This term encompasses the terms Designated Disposal Site and Designated RMPF.
- 1.39 **Disaster Debris:** debris that is produced or generated by declared, natural or manmade disasters, and is placed Curbside by Class I Customers and/or Class II Customers, including but not limited to woody vegetative and Yard Trash, Construction and Demolition Debris, Bulk Waste, and White Goods.
- 1.40 **Disaster Debris Contract:** the contract entered into by Sarasota County and a contractor to provide Disaster Debris removal, hauling, disposal, and recycling services.

- 1.41 **Disposal Site(s):** any real property set aside or authorized by the Board for the receipt of Solid Waste, including, but not limited to, landfill and transfer station(s).
- 1.42 **Drop-off Charge:** the fee charged for the deposit and disposal of Solid Waste or for the deposit and processing of Program Recyclables and Yard Trash at the Designated Sites.
- 1.43 **Dwelling Unit:** a room or rooms constituting a separate, independent establishment with cooking facilities/kitchen, a separate entrance, and bathroom facilities; and physically separated from any other rooms or Dwelling Units which may be in the same structure or in separate structures.
- 1.44 **Executive Director:** the Executive Director of the County Business Center to whom the County Administrator assigns the responsibility of administration of this Renewal Agreement, or his/her designee.
- 1.45 **Extraordinary Wastes:** wastes that require extraordinary management, including, but not limited to, abandoned automobiles, boats, tree trunks greater than four (4) feet in length, sixteen (16) inches in diameter and forty (40) pounds in weight, dead animals, agricultural and industrial wastes, Bio-Medical, Biological, Radiological Wastes, and Hazardous Wastes.
- 1.46 **Fair Market Value:** the price for which an item would sell on the open market if put up for sale; based on comparable sales of similar items.
- 1.47 **Franchise Renewal Agreement:** the written authority granted by the Board, including all exhibits, appendices, and amendments, granting exclusive privilege to engage in Collection Services in unincorporated Sarasota County, or a portion thereof, upon approval by the Board.
- 1.48 **Franchisee:** the holder of written authority granted by the Board to engage in Collection Services. For the purposes of this Renewal Agreement, Franchisee shall mean the Person with whom the County has entered into this Renewal Agreement for the Collection Service Area.
- 1.49 **Hazardous Waste:** Solid Waste, or a combination of Solid Wastes, which because of its quantity, concentration, chemical or physical 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, treated, or otherwise managed, or any material or substance identified in the Florida Administrative Code, Florida Statutes, and 40 Code of Federal Regulation, Parts 261.
- 1.50 **Holiday:** New Year's Day, Independence Day, Thanksgiving Day, Christmas Day, or any other holiday as approved by the Executive Director.
- 1.51 **Improved Real Property:** any cleared, graded or drained real property upon which a building or structure has been erected which is occupied or capable of being occupied for residential, commercial, or industrial use; recreational vehicle park lots contained within parks designated as mobile home parks by County Health.
- 1.52 **Industrial Real Property:** a place, building or enterprise engaged in the manufacturing or the processing of raw materials or alteration or modification of a product for the purpose of producing a usable or finished product, having Commercial Waste as a by-product.

- 1.53 **Land Clearing Debris:** the uprooted or cleared vegetation resulting from a land clearing operation and does not include Yard Trash.
- 1.54 **Legitimate Complaint:** any complaint where the provisions herein regulating Solid Waste, Program Recyclables, or Yard Trash Collection were adhered to by the Customer, and the Franchisee did not perform in accordance with the provisions herein.
- 1.55 **Load:** material, including but not limited to Solid Waste, Program Recyclables, and Yard Trash, on Franchisee's vehicle transported from one point to another.
- 1.56 **Mandatory Recycling Program:** all aspects of the Collection, transportation, processing, marketing or other handling or aspect of Program Recyclables, recyclable Construction and Demolition Debris and Yard Trash, as well as education, technical projects, compliance monitoring, and enforcement as defined by Solid Waste Management.
- 1.57 **Materials Acceptance Protocol (MAP):** the documents that identify the types and standards for the Program Recyclables that are to be collected and transported under this Renewal Agreement (See Exhibit VI).
- 1.58 **Missed Collection:** any occasion when the Franchisee did not provide Collection Service to a Customer in accordance with the provisions of this Renewal Agreement.
- 1.59 **Non-collection Notice:** a durable tag and/or sticker placed on any container or waste that has not been Set Out for collection by a Customer in accordance with the provisions of this Renewal Agreement.
- 1.60 **Non-Conforming Material:** any material placed into a Recycling Container not included in the definition of Recyclable Materials.
- 1.61 **Non-Program Recyclables:** Recyclable Materials not included in the Materials Acceptance Protocol in Exhibit VI of this Renewal Agreement, which are segregated from other materials in the Waste Stream.
- 1.62 **Operations Manager:** Person or Persons designated, by the Franchisee, under this Renewal Agreement to be the official contact regarding matters pertaining to this Renewal Agreement.
- 1.63 **Ordinance(s):** Code of Ordinances of Sarasota County, Florida.
- 1.64 **Paper Program Recyclables:** corrugated cardboard, high grade and other mixed paper, and newspaper, as defined in Exhibit VI, which are segregated from other materials in the Waste Stream.
- 1.65 **Performance Bond:** the performance bond provided by the Franchisee to the County pursuant to Section 22 of this Renewal Agreement.
- 1.66 **Person:** any and all Persons, natural or artificial, including any individual, firm or association; any municipal or private corporation organized or existing under the laws of the State of Florida or any other State; any County of the State; and any governmental agency of this State or the Federal Government.
- 1.67 **Premises:** Improved Real Property, as defined herein.
- 1.68 **Private Hauler:** any business entity or Person engaged in the business of collecting and transporting Commercial Recyclable Materials in the County.

- 1.69 **Program Recyclables:** Container Program Recyclables and Paper Program Recyclables that have been designated by the Board as mandatory Recyclable Materials for Residential and Commercial Customers, which are segregated from other materials in the Waste Stream, and are listed in the Materials Acceptance Protocol shown in Exhibit VI.
- 1.70 **Radiological Waste or Radioactive Waste:** any equipment or materials which are radioactive or have radioactive contamination and which are required pursuant to any governing laws, regulations, or licenses to be stored, treated, or disposed of as radioactive waste or radiological waste and means radioactive waste as further defined in Section 404.031(14), Florida Statutes. Requirements for handling such waste shall be in accordance with Chapters 64E-4 and 64E-5, Florida Administrative Code.
- 1.71 **Rates:** Board-approved amounts to be charged by the Franchisee for Residential Collection Services, for contracted Commercial Collection Services, or for Supplemental Collection Services.
- 1.72 **Rear Door Service:** any physical location for the placement of Collection Containers on the Residential Customer's property intended for Curbside Collection that is not at the Curbside.
- 1.73 **Recovered Materials Processing Facility (RMPF):** a facility engaged solely in the storage, processing, resale, or reuse of recovered materials. Such a facility is not a Solid Waste management facility if it meets the conditions of Section 403.7045(1)(f), Florida Statutes.
- 1.74 **Recyclable Materials:** materials that are capable of being recycled, and are defined in Ordinance No. 2003-092, as amended. This term encompasses Program Recyclables and Non-Program Recyclables.
- 1.75 **Recycling Bin:** eighteen (18) gallon red and blue bins, hot-stamped or stenciled with information authorized and approved by the Executive Director for the Collection of Program Recyclables from Class I Customers, and eligible Class II Customers utilizing Curbside Program Recyclables Collection Service.
- 1.76 **Recycling Cart:** Roll Carts, authorized and approved by the Executive Director, for the Collection of Program Recyclables from Class II Customers and/or Commercial Customers utilizing Recyclable Materials Collection Service.
- 1.77 **Recycling Container:** any container authorized and approved by the Executive Director for the Collection of Program Recyclables, including but not limited to Recycling Bin, Recycling Cart, Class II Recycling Containers and Commercial Recycling Containers.
- 1.78 **Recycling Facility:** any business which recycles materials as defined herein, and includes, but is not limited to, buy back centers, drop-off centers (both permanent and mobile), and Recyclable Materials Processing Facilities.
- 1.79 **Rejects:** Materials other than Residue such as non-Recyclable Materials, or materials other than those defined in the Materials Acceptance Protocol, which are delivered to the Designated RMPF with Recyclable Materials.
- 1.80 **Renewal Agreement:** the Franchise Renewal Agreement.

- 1.81 **Renewal Agreement Year:** twelve (12) consecutive months beginning on the Commencement Date of Service (October 1, 2011) and every twelve (12) months thereafter for the term of the Renewal Agreement
- 1.82 **Renewal Term:** Commences October 1, 2011 and terminates 11:59 p.m., September 30, 2018.
- 1.83 **Residential Collection Service:** the Collection of Residential Waste from Residential Customers.
- 1.84 **Residential Customer:** a Person who occupies Residential Real Property located within the Service Area, including, but not limited to, single family residences; duplex apartments; apartment buildings; recreational vehicle lots contained within mobile home parks; recreational vehicles; mobile homes; condominium units; cooperatives established pursuant to Chapter 719, Florida Statutes; time-share apartments; leased residential Premises of the classes described above, whether occupied or not; and Premises occupied as a residence located in or upon commercially zoned real property provided, however, that where property is used exclusively as a recreational vehicle park, as defined in Section 513.01(10), Florida Statutes, such property shall be deemed commercial. This term encompasses the terms Class I Customer and Class II Customer.
- 1.85 **Residential Program Recyclables:** Program Recyclables generated by Residential Customers.
- 1.86 **Residential Real Property:** Improved Real Property including, but not limited to, single family residences; duplex apartments; apartment buildings; recreational vehicle lots contained within mobile home parks (with no separate entrance); recreational vehicles; mobile homes; condominium units; cooperatives established pursuant to Chapter 719, Florida Statutes; time-share apartments; leased residential Premises of the classes described above, whether occupied or not; and Premises occupied as a residence located in or upon commercially zoned real property, provided, however, that where property is used exclusively as a recreational vehicle park, as defined in Section 513.01(10), Florida Statutes, such property shall be deemed commercial.
- 1.87 **Residential Supplemental Collection Services:** services provided by the Franchisee that are not included in the Residential Collection Services covered by Special Assessment. Such services include, but are not limited to: a second Solid Waste Collection day; Rear Door Service for non-handicapped Customers; Curbside service more than three (3) feet from a public or private way; in-ground container service; bulk or rolloff container maintenance for Customer-owned containers; service for loose trash not properly prepared; Class II Container, Class II Recycling Container, or rolloff container service required more than basic service (special Collection) including, but not limited to, rescheduled Collections due to Customer negligence (e.g., said containers are overfilled and cannot be safely dumped). Drop-off Charges associated with Residential Supplemental Collection Services are covered by the Special Assessment.
- 1.88 **Residential Waste:** Solid Waste, Yard Trash, Program Recyclables, Bulk Waste, and White Goods generated upon the Residential Customer's Residential Real Property.

- 1.89 **Residential Yard Trash:** Yard Trash that is generated upon the Residential Customer's Residential Real Property. Yard Trash collected by a Commercial Lawn Care Service shall not be considered Residential Yard Trash.
- 1.90 **Residue:** that portion of the Recyclable Materials accepted at the Designated RMPF which is not converted to recovered materials due to spoilage, breakage, contamination and/or transportation or processing inefficiencies, other than Rejects.
- 1.91 **Roll Cart:** a heavy-duty plastic waste container with a rated capacity of not less than 90 gallons, having a hinged tight-fitting lid and mounted on two wheels, that is compatible with hydraulic dumping mechanisms mounted on waste collection vehicles. Roll Carts shall be constructed so as to prevent intrusion of water and the expulsion of its contents, with covers free from sharp edges or inside structures that prevent the free discharge of their contents.
- 1.92 **Service Area:** the unincorporated area of the County to be served by the Franchisee pursuant to this Renewal Agreement, encompassing the areas described on Exhibits III and IV, attached hereto and incorporated herein, as may be modified from time to time.
- 1.93 **Service Category:** designation of service, i.e. for Residential Customers: Class I, Class II, and Residential Supplemental Collection Services; and for Commercial Customers: Commercial Collection Service and Commercial Supplemental Collection Services.
- 1.94 **Set Out:** the action, event, or instance comprised of the proper placement of Solid Waste, Program Recyclables, or Yard Trash for Collection at a Customer's Premises, in accordance with County Ordinances.
- 1.95 **Sludge:** a Solid Waste pollution control residual that is generated by an industrial or domestic wastewater treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects. Sludge may be a solid, liquid, or semisolid waste but does not include the treated effluent from a wastewater treatment plant.
- 1.96 **Solid Waste:** Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations and any additional items which may be defined under Florida Statute 403.703(13).
- 1.97 **Solid Waste Management:** Sarasota County Solid Waste Management or the County entity to which the County Administrator assigns the responsibility of administering this Franchise Renewal Agreement and the County Solid Waste Ordinance.
- 1.98 **Special Assessment:** non ad-valorem assessment levied upon improved Residential Real Property within unincorporated Sarasota County to provide funding for the Collection and disposal of Solid Waste, the Collection and processing of Program Recyclables and Yard Trash, along with the funding of other programs managed by Solid Waste Management.



- 1.99 **Special Waste:** Solid Wastes that can 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 Trash, Biological Wastes, Hazardous Wastes, and Biomedical Wastes.
- 1.100 **Supplemental Collection Service:** Residential Supplemental Collection Service and Commercial Supplemental Collection Service.
- 1.101 **Tires:** Automotive tires, including tires with rims, are to be collected under this Renewal Agreement. Tires from Commercial Vehicles, Heavy Equipment, or Industrial Vehicles are prohibited. Tires shall not exceed 25 inches in diameter.
- 1.102 **Unintentional Damage:** damage caused to containers by an act unlikely, in normal circumstances, to have resulted in said damage, including but not limited to, wheels of a container fall off or break when the container is handled in the same manner as other containers of that type.
- 1.103 **Waste Stream:** Solid Waste, Bulk Waste, White Goods, Computer and Electronic Equipment, Recyclable Materials, Yard Trash, Construction and Demolition Debris, Extraordinary Waste, or other discharged solid or semisolid materials resulting from domestic, residential, commercial, industrial, agricultural, and governmental operations, but does not include Sludge.
- 1.104 **White Goods:** inoperative or discarded appliances including but not limited to, refrigerators, ranges, washers, clothes dryers, water heater, freezers, microwave ovens, air conditioners, or other domestic or commercial size appliances.
- 1.105 **Yard Trash:** vegetative matter resulting from landscaping maintenance, including, but not limited to, materials such as shrub trimmings, tree trimmings, grass clippings, palm fronds and stumps. Such items collected by Commercial Lawn Care Service shall not be considered Yard Trash for the purposes of this Renewal Agreement.

## 2 Franchise

### 2.1 Exclusive Franchise Renewed

The Franchisee is herein granted a renewal of its exclusive franchise to provide Solid Waste, Residential Program Recyclables, and Yard Trash Collection Services within the Service Area, except as otherwise provided herein, such exception including the Exempt Materials identified in Section 5.19 of this Renewal Agreement, which may be collected and disposed of by the owner or occupant of any Premises or their representative. No other services shall be exclusive to the Franchisee.

### 2.2 Renewal Term

Services under this Renewal Agreement shall commence on October 1, 2011 and expire at 11:59 pm on September 30, 2018.

## 3 Renewal Agreement Documents

### 3.1 Renewal Agreement Documents

The Renewal Agreement documents, which comprise the entire Renewal Agreement between the County and Franchisee, are attached to this Renewal Agreement, made a part hereof and consists of the following:

- This Renewal Agreement
- Exhibits to this Renewal Agreement: Exhibit I through Exhibit XII
- Performance Bond and Insurance Certificates
- Amendments to this Renewal Agreement approved and signed by the Board and Franchisee.

There are no Renewal Agreement documents other than those listed above. The Renewal Agreement documents may be altered, amended or repealed only by the procedure described in this Renewal Agreement.

### 3.2 Controlling Documents

In the event of conflict between the Renewal Agreement and the provisions of any Exhibit, the provision of this Renewal Agreement shall control. Issues that may become a conflict between the parties and are not addressed in this Renewal Agreement shall be resolved by reference to Exhibits I through XII of this Renewal Agreement. In the event of a conflict between the provisions of one or more of the Exhibits listed above, the priority shall be given to the Exhibit listed first in the Table of Contents of this Renewal Agreement.

## 4 **Service Area**

During the term of this Renewal Agreement, the Franchisee shall perform Collection Services for all Customers within the Service Area. The legal description of this Service Area is provided in Exhibit III, and a map is provided in Exhibit IV.

## 5 **General Provisions**

### 5.1 County Vision, Mission, and Value Statements

Franchisee agrees to uphold and promote the Vision, Mission, and Value Statements of Sarasota County, which are provided in Exhibit VIII.

### 5.2 General Description of Collection Services

5.2.1 Franchisee shall perform Collection Services for all Residential Waste and Commercial Waste, except as otherwise provided herein, generated by Customers in the Service Area upon the Customers' Improved Real Property.

5.2.2 Franchisee shall transport and deposit all Solid Waste, Residential Program Recyclables, and Yard Trash, collected pursuant to the Renewal Agreement, at Designated Sites in accordance with the provisions of this Renewal Agreement and the Ordinance.

5.2.3 All property within the Franchisee's Service Area is subject to either Residential Waste Collection Service or Commercial Waste Collection Service, as regulated by Ordinance within Sarasota County. Residential Customers may use the Franchisee for the Collection of Computers and Electronic Equipment, used oil and used oil filters, and tires (including tires with rims) generated on the Customers' Improved Real Property, in accordance with the regulations of Solid Waste Management.

5.3 Transition Prior to Expiration of this Renewal Agreement

- 5.3.1 The County shall award a new Franchise Agreement at least six (6) months prior to the expiration of this Renewal Agreement. In the event a new Franchise Agreement has not been awarded within such time frame, Franchisee agrees to provide service to the County for an additional ninety (90) day period beyond the expiration of this Renewal Agreement at the then established Rates, provided the County requests said services, in writing, at such time.
- 5.3.2 In the event Franchisee is not awarded the new Franchise Agreement at the end of the Renewal Term, Franchisee shall allow the newly selected franchised hauler to purchase, or rent for up to ninety (90) days, Franchisee-owned containers from Franchisee. The purchase price and/or rental shall be negotiated.
- 5.3.3 At the expiration of this Renewal Agreement, Franchisee shall work with the County and the newly selected franchised hauler to ensure a smooth transition period with no interruption of service, including compliance with the following performance requirements in accordance with the stated deadlines:

6 months prior to expiration of Renewal Agreement	Provide to the Executive Director and the selected franchisee a Class II and Commercial Container Inventory, in a format acceptable to the County, that includes for each container its location (street address), capacity, identification number, collection frequency, customer name, customer contact information, and whether the container is Franchisee-owned or Customer-owned. Refrain from any replacement or exchange of Franchisee-owned containers listed in the Class II and Commercial Container Inventory.
6 months prior to expiration of Renewal Agreement	Attend a coordination meeting with the selected franchisee and the County. At the coordination meeting, provide a list of Franchisee-owned containers that may be purchased by the selected franchisee.
60 days prior to expiration of Renewal Agreement	Work with the selected franchisee to develop a mutually agreeable schedule for removal of Franchisee-owned containers and placement of designated franchisee containers. The schedule shall ensure no interruption in solid waste services.
30 days prior to expiration of Renewal Agreement	Implement the schedule in cooperation with the selected franchisee

#### 5.4 Hours and Days of Collection Service

- 5.4.1 Franchisee shall not conduct Residential Collection Services prior to 6:00 a.m. or after 8:00 p.m. unless otherwise authorized by the Executive Director.
- 5.4.2 Franchisee shall not conduct Commercial Collection Services to Commercial Customers located within two hundred (200) feet of Residential Real Property, prior to 6:00 a.m. or after 8:00 p.m. unless otherwise authorized by the Executive Director.
- 5.4.3 In Areas specifically designated by the Executive Director, based on complaints due to noise, Franchisee shall not conduct Commercial Collection Services to Commercial Customers prior to 7:00 a.m. or after 8:00 p.m. An exception will be granted in those instances where collection cannot practically be made after 7:00 a.m.
- 5.4.4 Residential Collection Services shall be performed by the Franchisee Monday through Friday, except during Holiday weeks or as otherwise authorized by the Executive Director.
- 5.4.5 Franchisee shall not be required to furnish Collection Services on days that the Designated Disposal Site or Designated RMPF is closed. Franchisee shall notify, in a format, including size of ad, approved by the Executive Director, all Customers who's normal Collection day falls upon such day that no Collection Service shall be provided and the date of the alternate Collection day. Franchisee shall provide said notification at least three (3) calendar days and not more than ten (10) calendar days prior to said normal Collection day. The Executive Director shall approve the alternate Collection day. Said notice shall be advertised in a newspaper of general circulation published within the County, at the Franchisee's expense.

#### 5.5 Routes and Schedules

- 5.5.1 Franchisee, subject to approval by the Executive Director, shall establish Collection routes and schedules that meet the Collection Service requirements of this Renewal Agreement and maximize efficiency of the Franchisee's operation. Franchisee shall submit Collection routes and schedules to the Executive Director annually. Franchisee shall ensure that changes to existing collection routes are kept to a minimum, except to meet restrictions regarding hours and days of Collection required in Section 5.4 of this Renewal Agreement or for efficiency.

#### 5.6 Changes to Routes and Schedules

- 5.6.1 Franchisee may only change a Customer's Collection schedule upon approval by the Executive Director. Franchisee shall submit to the Executive Director a description of all route and schedule changes, including service levels, at least thirty (30) days prior to implementation of such changes or in accordance with an alternate notification deadline approved by the Executive Director.

- 5.6.2 Franchisee shall notify all affected Customers in writing regarding approved Collection changes no later than two (2) weeks prior to such change.
- 5.6.3 Franchisee shall inform Solid Waste Management of any delays in the daily Collection schedule (e.g., disabled trucks, accidents, or shortage of staff causing route delays) within two (2) hours of occurrence.

#### 5.7 Addition of New Customers

- 5.7.1 Franchisee shall provide Collection Services to new Customers within seven (7) days of receiving notification from Customer or the Executive Director. Solid Waste Management shall maintain a list of newly issued Certificates of Occupancy and shall notify the Franchisee of the location of new units receiving a Certificate of Occupancy.
- 5.7.2 Franchisee shall provide Collection Services to Customers in areas added by the County to the Franchisee's Service Area during the Renewal Term. Franchisee will charge the same Rates to these Customers as other Customers in the Service Area, and Customer billing will be handled in the same fashion.
- 5.7.3 At the direction and approval of the Executive Director, Franchisee shall provide Collection Services to customers in the unincorporated County that are not located within the Service Area.
  - 5.7.3.1 Franchisee shall bill these customers directly for Collection Service and Drop-off Charges. Billings can be made for service one year in advance. Franchisee shall provide rebates to customers discontinuing Service within thirty (30) days of Notification of Cancellation.
  - 5.7.3.2 Franchisee shall bill these residential customers for Collection and disposal at a rate not to exceed the pro-rated non ad-valorem assessment charged to Residential Customers in the Service Area, plus ten percent (10%).
  - 5.7.3.3 Franchisee shall bill these residential customers for Supplemental Collection Services at rates not to exceed the Rates established in Exhibit IB for such services, plus ten percent (10%).
  - 5.7.3.4 Franchisee shall bill these commercial customers for Collection, Container rental, disposal, and Supplemental Collection Services at rates not to exceed the Rates established in Exhibits 1A and 1B for such services, plus ten percent (10%).

#### 5.8 Holidays

- 5.8.1 Franchisee shall not be required to provide Collection Services on Holidays.
- 5.8.2 For the remainder of the week following all Holidays, Franchisee shall provide Collection Service to each Residential Customer on the day following its normally scheduled day, including Saturday. If Collection Services occur on a Saturday due to a Holiday schedule, the hours of the Designated RMPF will be extended from 8:00 a.m. to 5:00 p.m. on that Saturday.

- 5.8.3 Franchisee shall provide Collection Service to Commercial Customers normally scheduled for Collection on a Holiday during the next business day following a Holiday.
- 5.8.4 Franchisee shall notify all Customers whose Collection day has been changed due to a Holiday, at least three (3) days and not more than ten (10) days prior to the Holiday. Said notice, approved by the Executive Director (including size of ad) shall be advertised in a newspaper of general circulation published within the County, at the Franchisee's expense.

#### 5.9 General Collection Procedures

- 5.9.1 Franchisee shall thoroughly empty Collection Containers and return them in an upright position to their original location, unless conditions warrant otherwise, as approved by the Executive Director.
- 5.9.2 Franchisee shall handle Collection Containers in a manner to prevent damage.

#### 5.10 Mixing of Loads of Materials

- 5.10.1 Franchisee shall not combine Loads of Residential Waste, Residential Program Recyclables, or Commercial Waste with Loads of Waste or Recyclable Materials collected outside of the Franchisee's Service Area without the written approval of the Executive Director.
- 5.10.2 Franchisee shall not combine Solid Waste, Yard Trash, Program Recyclables, Bulk Waste, White Goods, Computers and Electronic Equipment, used oil and oil filters, tires, or other materials agreed by the Franchisee to be collected separately, during the Collection process, as specified in the Ordinance.
- 5.10.3 Franchisee shall not combine Paper Program Recyclables with Container Program Recyclables.
- 5.10.4 Franchisee shall be responsible for all transportation and disposal costs associated with delivering Rejects in excess of two percent (2%) of the gross tons of Program Recyclables delivered to the Designated RMPF by the Franchisee as required in Section 28.1.9 of this Renewal Agreement.
- 5.10.5 Franchisee shall not combine Residential Waste with Commercial Waste, or Residential Program Recyclables with Commercial Recyclables. At the sole discretion of the County, such combining of waste streams may be considered by the County in instances where efficiencies will result in savings to the Customer. Franchisee must make written petition to the Executive Director and obtain written approval before beginning such mixed routes. The petition must include an explanation of specific audit procedures that will be established to properly account for such mixing.

#### 5.11 Non-Collection Procedures

- 5.11.1 Franchisee is not required to collect Solid Waste, Program Recyclables, Yard Trash, Computers and Electronic Equipment, used oil and oil filters, or tires that have not been placed out for Collection by a Customer in accordance with the provisions of this Renewal Agreement. If not

collected, Franchisee shall immediately place a Non-collection Notice on the Container or Non-Conforming Materials.

- 5.11.2 Franchisee is responsible for visually inspecting Customers' Recycling Containers to determine if they contain Non-Conforming Materials, Non-Program Recyclables, and/or contaminated recyclables. Franchisee shall leave such Non-Conforming Material, Non-Program Recyclables, and/or contaminated recyclables in the Recycling Container, and shall immediately place a Non-collection Notice on the Container indicating why the material was rejected.
- 5.11.3 In the event a Class II Container, Commercial Container, Class II Recycling Container or Commercial Recycling Container is overfilled and cannot be safely dumped, the Franchisee shall place a Non-collection Notice on the Container, notify the Customer, and reschedule service. Such rescheduling shall be considered a Supplemental Collection Service, which can be arranged between the Franchisee and the Customer for an additional charge.
- 5.11.4 Franchisee shall refuse to collect Solid Waste from a Customer if the Franchisee believes that such Solid Waste contains Hazardous, Radiological, or Biomedical Waste. If the Franchisee believes a Customer is depositing such waste for Collection, the Franchisee shall place a Non-collection Notice on the Container and immediately notify the Executive Director. If the generator of such waste is unknown, the Franchisee shall work with Solid Waste Management to identify the generator of such waste.
- 5.11.5 If a Class II Container, Commercial Container, Class II Recycling Container, or Commercial Recycling Container is inaccessible or blocked, the Franchisee shall affix a Non-collection Notice to the Container and provide service on the Customer's next regular Collection day unless a special Collection is arranged. Special Collection times can be arranged with the Franchisee at an additional fee.
- 5.11.6 The design and content of the Non-collection Notice(s) used by the Franchisee shall be subject to the approval of the Executive Director. At a minimum, Non-collection Notices shall provide the following information regarding the Non-collection event: date, reason for non-collection, information that will allow the Customer to correct the problem for future Collections, and a County telephone number for any further questions.
- 5.11.7 Franchisee shall provide notification to Solid Waste Management regarding the location and reason for each Non-collection Notice, upon request.

#### 5.12 Missed Collection Procedures

Upon notification by Solid Waste Management or a Customer of a Legitimate Complaint regarding a Missed Collection, the Franchisee shall collect all properly prepared Solid Waste, Yard Trash, or Program Recyclables within twenty-four (24) hours of the time of notification. In the event that the Franchisee receives notification on a Sunday or a Holiday, the Franchisee shall collect all properly prepared Solid Waste, Yard Trash, or Program Recyclables on the next regular business day.

#### 5.13 Ownership of Program Recyclables

From the time of placement of Residential Program Recyclables at the Curbside or other authorized location specified for Collection under this Renewal Agreement, such Program Recyclables shall become and be the sole property of Sarasota County or its authorized agent. Neither the Franchisee nor employee(s) shall have the right to take, keep, process, alter, remove or otherwise sell or dispose of any of the Residential Program Recyclables without specific written authorization from the Executive Director.

#### 5.14 Compaction of Container Program Recyclables

Franchisee may compact Container Program Recyclables while on board the Franchisee's vehicle provided that the density does not exceed 300 pounds per cubic yard. Pounds per cubic yard shall be computed by dividing the net weight of the Container Program Recyclables Load by the cubic yards of the delivering vehicle compartment holding the Container Program Recyclables stream. However, should such density effect the marketability of the recyclables, the density will be reduced accordingly.

#### 5.15 Protection of Private and Public Property

- 5.15.1 Franchisee's employees shall not trespass on private property, even to access an adjacent property, unless the resident or owner of said property has given permission.
- 5.15.2 Franchisee's employees shall take care to prevent damage to public and private property and roadways, including flowers, shrubs, and other plantings.
- 5.15.3 Franchisee shall be responsible for all costs associated with the repair and/or replacement of damaged property of any kind that can be ascribed to the actions of its equipment, employees or agents.
- 5.15.4 Franchisee shall provide Solid Waste Management with a full explanation of the disposition of any complaint involving a Residential or Commercial Customer's claim of damage to private property as a result of actions of the Franchisee. Franchisee shall promptly repair any such legitimate damage claim at its sole expense and within a three (3) day period of time as approved by the Executive Director. Upon the request of the Franchisee, the Executive Director may grant a time extension. Proof of the need for an extension shall be submitted by the Franchisee.

#### 5.16 Access to Streets and Collection Containers

- 5.16.1 Franchisee's vehicles shall not unreasonably interfere with vehicular or pedestrian traffic and vehicles shall not be left standing on streets and alleys unattended.
- 5.16.2 In those instances where a public or private street is temporarily closed to vehicular traffic, Franchisee shall return within twenty-four (24) hours of the normal Collection schedule for that street to service Customers located on the street. If at that time the street is still temporarily closed, Franchisee shall provide Collection service to such Customers on the next regularly scheduled Collection day.



- 5.16.3 The County reserves the right to deny the Franchisee's vehicles access to certain streets, alleys and public ways where the County determines it is in the public's best interest. The County shall provide the Franchisee with reasonable notice of such access denial such that this action does not interfere unduly with the Franchisee's normal operation.
- 5.16.4 If access to certain streets, alleys, public and private ways becomes impassable or if access is denied, Franchisee shall work with the Customer to determine a mutually agreed upon location for the Collection of Residential Waste or Commercial Waste. If a mutual agreement cannot be reached, Collection shall be from the nearest public way that is accessible by the Collection vehicle, or other such location as specified by the Executive Director.
- 5.16.5 If efforts to resolve situations that prevent or hinder the Franchisee from gaining access to provide the Collection Services required in this Renewal Agreement are unsuccessful, the Franchisee shall report such cases to the Executive Director.

5.17 Designated Sites

- 5.17.1 Franchisee shall deliver Solid Waste, Yard Trash, Bulk Waste, White Goods, Computers and Electronic Equipment, used oil and oil filters, and tires collected under this Renewal Agreement to the Designated Disposal Site.
- 5.17.2 Franchisee shall deliver all Residential Program Recyclables collected under this Renewal Agreement to the Designated RMPF, in accordance with the RMPF usage information provided during the Transition Period. Changes in delivery sites of Residential Program Recyclables shall not be made without prior approval by the Executive Director. The current Designated RMPF includes the Main Recycling Facility (MRF) located at 4700 Middle Street, Sarasota, FL, and the Jackson Road Transfer Station located at 250 South Jackson Road in Venice, FL.
- 5.17.3 Franchisee shall abide by any applicable requirements for delivery of materials to the Designated Disposal Site or the Designated RMPF, and shall deliver materials within the following hours of operation:

<b>Designated Site:</b>	<b>Hours of Delivery:</b>
Designated RMPF	8:00 a.m. to 5:00 p.m., Monday through Friday 8:00 a.m. and 12:00 noon, Saturday
Designated Disposal Site	8:00 a.m. to 5:00 p.m., Monday through Saturday

- 5.17.4 At the time of delivery, the Franchisee shall provide the operator of the Designated Site with a copy of the daily route sheet for that day upon request of said operator or the Executive Director.

5.18 Spillage and Litter

- 5.18.1 Franchisee shall haul or transport any Solid Waste, Recyclable Materials and Yard Trash, upon public roads in the County, only in a covered or

enclosed vehicle or other device that prevents the waste from falling from, or blowing off, or in any way escaping from the vehicle or device.

- 5.18.2 Franchisee's vehicles shall not be overloaded so as to scatter Solid Waste, Recyclable Materials or Yard Trash; but, if said material is scattered from said vehicle for any reason, it shall be the responsibility of the Franchisee to immediately pick up such scattered Solid Waste, Recyclable Materials, or Yard Trash.
- 5.18.3 Franchisee shall immediately pick up any spillage occurring from Curbside Containers or caused by the Franchisee. Overloaded Class II and Commercial Containers shall not be considered spillage by the Franchisee.
- 5.18.4 Franchisee's vehicles shall not release litter in violation of the "Florida Litter Law", Florida Statutes 403.412. If Solid Waste, Recyclable Materials, Yard Trash, or other litter is released or falls from a Franchisee's vehicle for any reason, the Franchisee shall immediately stop the vehicle and retrieve the litter. Failure to do so shall be considered a violation of the "Florida Litter Law."

#### 5.19 Exempt Materials.

Only the following types of materials are exempt from the provisions of this Renewal Agreement and may be collected and disposed of at the authorized Designated Disposal Site, Designated RMPF, or other Disposal Site or Recycling Facility, by the owner or occupant of any Premises, or the owner's or occupant's representative, at the owner's or occupant's expense.

- 5.19.1 Land Clearing Debris.
- 5.19.2 Construction and Demolition Debris: Residential debris resulting from remodeling, which may or may not require a building permit, in excess of two (2) cubic yards.
- 5.19.3 Trash and debris associated with farming operations.
- 5.19.4 Extraordinary, Hazardous, Bio-Medical, and Radiological Waste.
- 5.19.5 Wrecked, scrapped, ruined or dismantled motor vehicles, or motor vehicle parts, including used oil, tires, and batteries.
- 5.19.6 Recyclable Materials generated by Commercial Customers, provided the materials are subjected to a Recycling process.
- 5.19.7 Non-Program Recyclables generated by Residential Customers.
- 5.19.8 Solid Waste, Recyclable Materials, and Yard Trash generated in the unincorporated Areas of Sarasota County lying outside the boundaries of the Service Area.
- 5.19.9 Solid Waste, Recyclable Materials, and Yard Trash generated in the incorporated Areas of Sarasota County.
- 5.19.10 Sludge.
- 5.19.11 Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

## 5.20 Safety Program

Franchisee shall develop, implement and maintain, for the duration of this Renewal Agreement, a safety program for all operations covered under this Renewal Agreement. A written copy of the safety plan shall be provided to the Executive Director and updates or changes to the plan over the course of the Renewal Agreement shall be submitted in accordance with Section 16.4.9. Franchisee shall appoint an employee who is qualified and authorized to supervise and enforce safety compliance. Franchisee's employees shall be trained regarding safe operating procedures and provided refresher instruction and training updates. Safety equipment applicable to the work performed and required by regulation or law shall be provided to employees and others working on behalf of the Franchisee. All materials required for first-aid shall be provided by the Franchisee and maintained. A written procedure, including documentation, shall be established for the immediate removal to a hospital or a doctor's care of any Person who may be injured that requires such care. All injury documentation shall be made available to the County upon the Executive Director's request.

## 6 **Set Out Procedures**

### 6.1 Residential Customers

- 6.1.1 Class I Customers use Curbside Containers for the Collection of Solid Waste and Yard Trash, and Recycling Bins for the Collection of Program Recyclables. The Executive Director may authorize Class I Customers to use Roll Carts or Class II Containers for Solid Waste and/or Yard Trash, or Recycling Carts or Class II Recycling Containers for Program Recyclables, where efficiency and other circumstances justify.
- 6.1.2 Class II Customers use Roll Carts and/or Class II Containers for the Collection of Solid Waste and Yard Trash, and Recycling Carts and/or Class II Recycling Containers for the Collection of Program Recyclables. The Executive Director may authorize Class II Customers to use Curbside Containers for Solid Waste and Yard Trash, or Recycling Bins for Program Recyclables, where efficiency and other circumstances justify.
- 6.1.3 Residential Program Recyclables are collected in two separate streams, with Paper Program Recyclables and Container Program Recyclables, as defined in Exhibit VI, placed in separate Recycling Containers. Program Recyclables are not to be placed in plastic bags in lieu of or within Recycling Containers. Shredded Paper Program Recyclables may be placed in paper bags. Cardboard placed in Recycling Bins or Recycling Carts is to be flattened and, if necessary, cut to a maximum size of 2 ft. x 3 ft. Cardboard may also be stacked and placed outside the Recycling Bin.
- 6.1.4 Used oil is to be placed in clear plastic containers with screw-on lids, and oil filters are to be placed in clear zip-lock plastic bags.
- 6.1.5 Refrigerators and freezers must have doors removed by the Class I or Class II customer prior to being set out for Collection.

## 6.2 Commercial Customers

- 6.2.1 Commercial Customers use Commercial Containers and/or Roll Carts for the Collection of Solid Waste and Yard Trash. The Executive Director may authorize the use of Curbside Containers by Commercial Customers where efficiency and other circumstances justify.
- 6.2.2 Commercial Customers are to place all Commercial Waste and Yard Trash that are to be collected by the Franchisee, in a Collection Container, regardless of which container size or type of service the Commercial Customer receives.

## 6.3 Residential and Commercial Customers

- 6.3.1 Solid Waste and Yard Trash are not to be placed in the same container.
- 6.3.2 Yard Trash placed in Curbside Containers is not to exceed four (4) feet in length or forty (40) pounds in weight, and shall not extend more than 12 inches over the top of the Curbside Container.
- 6.3.3 Customers are not to overfill Roll Carts, Recycling Carts, Class II Containers, Class II Recycling Containers, and Commercial Containers such that lids cannot be securely closed.
- 6.3.4 Solid Waste or Yard Trash that is not containerized is to be bundled, when possible, and securely tied by a material strong enough to support the weight of the bundle. Non-containerized Solid Waste or Yard Trash is not to exceed forty (40) pounds in weight. Non-containerized Yard Waste is not to exceed four (4) feet in length and sixteen (16) inches in diameter.
- 6.3.5 Curbside Containers, Roll Carts, Recycling Bins, Recycling Carts, and any non-containerized Waste appropriate for Curbside Collection are to be placed, prior to 6:00 a.m. on the scheduled Collection day, at a point within the parkway abutting the Customer's Improved Real Property no farther than three (3) feet from the nearest public or private way, or in the case of the existence of a drainage ditch, at a point within said dimensions adjacent to the nearest driveway.
- 6.3.6 Class II Containers, Class II Recycling Containers, and Commercial Containers shall be placed in locations that allow easy access and convenient use by Customers, and that are readily accessible to the Franchisee's vehicles. Such Containers shall also be placed on a paved level surface and all approaches to Containers shall be capable of supporting the weight of the Collection vehicle.
- 6.3.7 In the event the Customer and Franchisee cannot agree upon an appropriate location for Collection Containers, the Executive Director shall mediate the dispute and designate the point of Collection.
- 6.3.8 When necessary to carry out the purpose and intent of this Renewal Agreement, the Executive Director may authorize the placement of Collection Containers off the Premises. The use of public rights-of-way may be used only in circumstances where the placement of Collection Containers shall not interfere with or obstruct the primary purpose of the right-of-way.

## **7 Class I Customer Residential Collection Service**

### **7.1 Basic Collection Services**

7.1.1 The Franchisee shall provide the following Collection Service to each Class I Customer.

7.1.1.1 Weekly Curbside Solid Waste Collection.

7.1.1.2 Weekly Curbside Yard Trash Collection, which shall be provided on the same day as Class I Customer Solid Waste Collection.

7.1.1.3 Weekly Curbside Program Recyclables Collection, which shall be provided on the same day as Class I Customer Solid Waste Collection.

7.1.1.4 Curbside Bulk Waste Collection, which shall be provided on the same day as Class I Customer Solid Waste Collection, whenever possible. Notification of Bulk Waste collection must be made forty-eight (48) hours prior to the regular collection day by a Class I Customer or the County. Franchisee shall note all unreported Bulk Waste on all Class I Customer Solid Waste Collection routes, and, upon confirmation by the County or the Customer, shall pick up such items on the next scheduled collection day.

7.1.1.5 Curbside White Goods Collection, which shall be provided on the same day as Class I Customer Solid Waste Collection, whenever possible. Notification of White Goods collection must be made forty-eight (48) hours prior to the regular collection day by a Class I Customer or the County. Franchisee shall note all unreported White Goods on all the Class I Customer Solid Waste Collection routes, and, upon confirmation by County or the Customer, shall pick up such items on the next scheduled collection day.

7.1.1.6 Curbside Collection of Computers and Electronic Equipment, which shall be provided on the same day as Class I Customer Solid Waste Collection, whenever possible. Notification of Computers and Electronic Equipment collection must be made forty-eight (48) hours prior to the regular collection day by a Class I Customer or the County. Franchisee shall note all unreported Computers and Electronic Equipment on all Class I Customer Solid Waste Collection routes, and, upon confirmation by the County or the Customer, shall pick up such items on the next scheduled collection day.

7.1.1.7 Weekly Curbside Collection of up to five (5) gallons of used oil, placed in clear plastic containers with screw-on lids, and up to five (5) oil filters, placed in zip locked bags, which shall be provided on the same day as Class I Customer Solid Waste Collection.

7.1.1.8 Weekly Curbside Collection of automotive Tires, including tires with rims, which shall be provided on the same day as Class I Customer Solid Waste Collection. Franchisee shall collect up to four (4) automotive Tires, of up to 25 inches diameter, from each Class I Customer per Collection day.

- 7.1.2 Franchisee shall provide Rear Door Service to handicapped Class I Customers at no additional charge. Such Customer shall annually provide a written statement to the Franchisee from a licensed physician documenting the nature of the handicap and the need for Rear Door Service.
- 7.1.3 Franchisee shall provide Class I Customers with a one-time unprepared special collection of Corrugated Cardboard for "move ins" at no charge.

## 7.2 Supplemental Collection Services

- 7.2.1 Franchisee shall offer Residential Supplemental Collection Services to Class I Customers, and Class II Customers receiving Curbside Service, including but not limited to the following.
  - 7.2.1.1 Second day of Solid Waste Collection per week.
  - 7.2.1.2 Rear Door Service for non-handicapped Customers.
  - 7.2.1.3 In-ground container service.
  - 7.2.1.4 Collection of improperly prepared Solid Waste or Yard Trash.
- 7.2.2 Class I Customers desiring Supplemental Collection Services shall request such services directly from the Franchisee. The specific arrangements for Supplemental Collection Services are to be determined between the Customer and the Franchisee. No such services shall be provided until the Franchisee notifies the Customer of the amount of the fee and receives the Customer's confirmation that the fee is acceptable.
- 7.2.3 Franchisee shall bill Customers directly for Residential Supplemental Collection Services in accordance with the Rates stated in Exhibit IB.
- 7.2.4 Drop-off Charges associated with Residential Supplemental Collection Services are covered by the Special Assessment.

## 8 **Class II Customer Residential Collection Service**

### 8.1 Basic Collection Services

- 8.1.1 The Franchisee shall provide the following Collection Service to each Class II Customer:
  - 8.1.1.1 Minimum of once-per-week Collection of Solid Waste.
  - 8.1.1.2 Minimum of once-per-week Collection of Yard Trash, which shall be provided on the same day as Class II Customer Solid Waste Collection.
  - 8.1.1.3 Minimum of once-per-week Collection of Program Recyclables, which shall be provided on the same day as Class II Customer Solid Waste Collection.
  - 8.1.1.4 Collection of Bulk Waste shall be provided on the same day as Class II Customer Solid Waste Collection, whenever possible. Notification of Bulk Waste collection must be made forty-eight (48) hours prior to the regular collection day by a Class II Customer or the County. Franchisee shall note all unreported Bulk Waste on all Class II Customer Solid Waste

Collection routes, and, upon confirmation by the County or the Customer, shall pick up such items on the next scheduled collection day.

8.1.1.5 Collection of White Goods shall be provided on the same day as Class II Customer Solid Waste Collection, whenever possible. Notification of White Goods collection must be made forty-eight (48) hours prior to the regular collection day by a Class II Customer or the County. Franchisee shall note all unreported White Goods on all the Class II Customer Solid Waste Collection routes, and, upon confirmation by County or the Customer, shall pick up such items on the next scheduled collection day.

8.1.1.6 Collection of Computers and Electronic Equipment shall be provided on the same day as Class II Customer Solid Waste Collection, whenever possible. Notification of Computers and Electronic Equipment collection must be made forty-eight (48) hours prior to the regular collection day by a Class II Customer or the County. Franchisee shall note all unreported Computers and Electronic Equipment on all Class II Customer Solid Waste Collection routes, and, upon confirmation by the County or the Customer, shall pick up such items on the next scheduled collection day.

8.1.1.7 Collection of up to five (5) gallons of used oil, placed in clear plastic containers with screw-on lids, and up to five (5) oil filters, placed in zip locked bags, which shall be provided on the same day as Class II Customer Solid Waste Collection.

8.1.1.8 Collection of automotive Tires, including tires with rims shall be provided on the same day as Class II Customer Solid Waste Collection. Franchisee shall collect up to four (4) automotive tires, of up to 25 inches diameter, per Class II Customer per once a week pick up from each complex.

8.1.2 Franchisee shall provide Rear Door Service to handicapped Class II Customers at no additional charge. Such Customer shall annually provide a written statement to the Franchisee from a licensed physician documenting the nature of the handicap and the need for rear-door Collection Service.

8.1.3 Franchisee shall provide Class II Customers with a one-time unprepared special collection of Corrugated Cardboard for "move ins" at no charge.

## 8.2 Supplemental Collection Services

8.2.1 Franchisee shall provide additional unscheduled pickups of Solid Waste, Yard Trash, and Program Recyclables as Residential Supplemental Collection Services to Class II Customers, and Class I Customers receiving services similar to those of Class II Customers.

8.2.2 Class II Customers desiring Supplemental Collection Services shall request such services directly from the Franchisee. The specific arrangements for Supplemental Collection Services are to be determined between the Customer and the Franchisee. No such services shall be provided until the Franchisee notifies the Customer of the amount of the fee and receives the Customer's confirmation that the fee is acceptable.

8.2.3 Franchisee shall bill Customers directly for Residential Supplemental Collection Services in accordance with the Rates stated in Exhibit IB.

- 8.2.4 Drop-off Charges associated with Residential Supplemental Collection Services are covered by the Special Assessment.

## **9 Commercial Collection Service**

### **9.1 Basic Collection Service**

- 9.1.1 Commercial Collection service shall be arranged between the Commercial Customer and the Franchisee for Solid Waste and Yard Trash Collection
- 9.1.2 Commercial Customers shall contract with the Franchisee for the Collection of Solid Waste and shall pay the Rates for said Collection Services which include Container Rental established in Exhibit IA and disposal fees as established in Exhibit II.
- 9.1.3 Commercial Customers may elect to use a Commercial Lawn Care Service, or may contract with the Franchisee for Yard Trash Collection, and shall pay the Rates for said Collection Services which include Container Rental established in Exhibit IA and disposal fees as established in Exhibit II.
- 9.1.4 The minimum frequency of Solid Waste Collection Service shall be one time per week with Collection not more than seven (7) calendar days apart unless a Holiday necessitates a delay as provided in Section 5.8 of this Renewal Agreement.
- 9.1.5 Where several Commercial Customers are within close proximity of each other, such as in the same shopping center, or the same mall, such Customers may enter into a joint agreement to contract with the Franchisee to collect their Commercial Solid Waste and/or Yard Trash.

### **9.2 Supplemental Collection Services**

- 9.2.1 Franchisee shall offer Supplemental Collection Services to Commercial Customers, including but not limited to the following.
  - 9.2.1.1 Rolling out Container and returning it to its original locations.
  - 9.2.1.2 Opening and closing doors or gates.
  - 9.2.1.3 Locks for Containers.
  - 9.2.1.4 Unlocking and locking Containers
  - 9.2.1.5 Moving Customer-owned Container location, upon Customer's request.
  - 9.2.1.6 Changing out Container size, if more than two times per year.
- 9.2.2 Commercial Customers desiring Supplemental Collection Services shall request such services directly from the Franchisee. The specific arrangements for Supplemental Collection Services are to be determined between the Customer and the Franchisee. No such services shall be provided until the Franchisee notifies the Customer of the amount of the fee and receives the Customer's confirmation that the fee is acceptable.
- 9.2.3 Franchisee shall bill Customers directly for Commercial Supplemental Collection Services in accordance with the Rates stated in Exhibit IB.



### 9.3 Termination of Commercial Collection Services

- 9.3.1 Franchisee may terminate service and shall report such termination within twenty-four (24) hours to the Executive Director when a Commercial Customer fails to pay for service and the following procedure has been followed.
- 9.3.1.1 When a Commercial Customer's payment is thirty (30) calendar days past due, the Franchisee may mail to such Commercial Customer a ten (10) day notice of intent to terminate service.
- 9.3.1.2 If such Commercial Customer desires to dispute the bill, they shall notify the Executive Director in writing within the ten (10) day period. Upon receipt of such notice of dispute, the Executive Director shall resolve the dispute.
- 9.3.1.3 In the event the balance remains unpaid after the ten (10) day period provided for above, or after ten (10) calendar days following issuance of a written finding by the Executive Director, the Franchisee may discontinue Collection Service, and in such event shall notify the Executive Director of the fact that service has been terminated.
- 9.3.1.4 Upon being notified of termination, the County may take whatever action it deems appropriate to enforce compliance with the provisions of County Ordinances.
- 9.3.2 In the event service is terminated, the Franchisee is authorized to remove any Commercial Containers, Commercial Recycling Containers, or other equipment belonging to the Franchisee.
- 9.3.3 Franchisee is authorized to charge interest on delinquent Commercial Customer accounts as provided in Section 26.1.3 and to charge a fee for resumption of service as provided in Section 26.1.5 of this Renewal Agreement.

### 9.4 Non-exclusive Commercial Recycling Services

- 9.4.1 Franchisee shall offer for a fee, on a non-exclusive basis, to collect Recyclable Materials from those Commercial Customers to which they provide Solid Waste Collection Service. In this capacity, the Franchisee is acting as a Private Hauler. Private Haulers shall be responsible for the billing and collection of payment, and Collection of Commercial Recyclables. Franchisee shall provide the Executive Director with a monthly report of the names and addresses of any Commercial Customers that were offered and declined Recyclable Materials Collection Service and continue to have no visible outdoor Recycling Containers.
- 9.4.2 To encourage Collection of Recyclables Materials from Commercial Customers, the operator of the current Designated RMPF will accept Commercial Recyclable Materials at the rates provided in Exhibit IX. Franchisee may deliver Commercial Recyclable Materials to the recycling facility of its choice, which need not be the Designated RMPF. Provision of information regarding the rebates and fees offered for Commercial Recyclables delivered to the Designated RMPF in no way indicates endorsement or promotion of the RMPF by the County for the delivery of Commercial Recyclables. The County is not responsible for payment of any processing fees or rebates for Commercial Recyclables delivered to any recycling facility or transfer station.

## 10 Collection Containers

### 10.1 Provision of Containers

10.1.1 Customers authorized to use Curbside Containers shall provide their own Curbside Containers and shall retain ownership of such Containers.

#### 10.1.2 Recycling Bins

10.1.2.1 Each Class I Customer and eligible Class II Customer, as determined by the Executive Director, shall have one (1) set of two (2) Recycling Bins. Franchisee shall provide, at its own expense, Recycling Bins for new Certificates of Occupancy for Residential Customers receiving such service.

10.1.2.2 Franchisee shall provide to Class I Customers and eligible Class II Customers, as determined by the Executive Director, at its own expense, replacement Recycling Bins and additional Recycling Bins requested by the Customer for manual Program Recyclables Collection Service, at a rate of up to five percent (5%) of the Residential Customer Base per Renewal Agreement Year.

10.1.2.3 Replacement and additional Recycling Bins above the five percent (5%) annual rate of the Residential Customer Base shall be provided by the County.

10.1.2.4 The rate of providing new, replacement, and additional Recycling Bins shall be separately accounted for by the Franchisee and reported monthly to the Executive Director. Said report shall include 1) the total number of bins dispensed for Class I Customers, 2) the total number of bins dispensed for Class II Customers, 3) the ratio of replacement and additional bins dispensed to Class I Customers over the total Class I Customer count, and 4) the ratio of replacement and additional bins dispensed to Class II Customers over the total Class II Customer count.

10.1.2.5 Upon request, Franchisee shall provide lids for Recycling Bins to Residential Customers at the price paid by the Franchisee plus five percent (5%). Franchisee shall provide the Executive Director with copies of invoices documenting price paid by the Franchisee.

#### 10.1.3 Class II Customer Containers

10.1.3.1 Class II Customers may provide their own Curbside Container (if deemed eligible for Curbside Collection by the Executive Director), Class II Containers and/or Class II Recycling Containers, provided they are of sufficient size and number and are compatible with the Franchisee's Collection equipment, or obtain such container(s) from the Franchisee.

10.1.3.2 For Class II Customers not providing their own Collection Containers and not deemed eligible for Curbside Collection, Franchisee shall provide Roll Carts or Class II Containers for Collection of Solid Waste and Yard Trash, and Recycling Carts or Class II Recycling Containers for Collection of Program

Recyclables. Franchisee shall provide Collection Containers of sufficient size and number to store all Solid Waste, Yard Trash, and Program Recyclables generated in a week by that Customer.

#### 10.1.4 Commercial Customer Containers

10.1.4.1 Commercial Customers may provide their own Commercial Containers and/or Commercial Recycling Containers, provided they are of sufficient size and number and are compatible with the Franchisee's Collection equipment, or obtain such container(s) from the Franchisee.

10.1.4.2 For Commercial Customers not providing their own Collection Containers, Franchisee shall provide Roll Carts or Commercial Containers for Collection of Solid Waste. Franchisee shall provide Collection Containers of sufficient size and number, and Collection Service of sufficient frequency, to adequately store the Solid Waste generated by the Commercial Customer.

10.1.4.3 Upon request by a Commercial Customer, Franchisee shall provide Roll Carts or Commercial Containers for Collection of Yard Trash, and/or Recycling Carts and Commercial Recycling Containers for Collection of Recyclable Materials. Franchisee shall provide Collection Containers of sufficient size and number to store all Yard Trash or Recyclable Materials generated by that Customer

10.1.5 Franchisee may supply and maintain specialized containers such as rolloff containers or compactable containers, if requested by the Class I Customer; Class II Customers, or Commercial Customers, provided however, such request shall not be granted if the type of Solid Waste and Yard Trash generated requires a greater frequency of pick up than typically contemplated by the use of said containers.

#### 10.2 Ownership of Containers

10.2.1 Customer-owned Collection Containers shall remain the sole property of the Customer.

10.2.2 Franchisee shall retain ownership of Recycling Bins provided by the Franchisee until termination of this Renewal Agreement. At that time, ownership shall revert to the County. Recycling Bins provided by the County shall remain the sole property of the County.

10.2.3 Franchisee-owned Class II Containers, Class II Recycling Containers, Commercial Containers, and Commercial Recycling Containers shall remain the sole property of the Franchisee.

10.2.4 Upon expiration of this Renewal Agreement, Franchisee shall make all Franchisee-provided Class II Containers, Class II Commercial Containers, Commercial Containers, and Commercial Recycling Containers available to the newly selected franchised hauler pursuant to the provisions of Section 5.3.2 of this Renewal Agreement.

10.2.5 If this Renewal Agreement is terminated prior to the completion of the term, the County, at its discretion, may take ownership of Franchisee-owned Class II Containers, Class II Recycling Containers, Commercial

Containers, and Commercial Recycling Containers by paying the Franchisee Fair Market Value for such Containers.

- 10.2.6 Residential Class II Roll Carts and Class II Recycling Carts shall remain the property of the County. Maintenance of containers during this Renewal Agreement shall be provided by the Franchisee. Replacement and additional Class II Roll Carts and Class II Recycling Carts above the five percent (5%) annual rate of the Residential Customer Base shall be provided by the County.

### 10.3 Container Technical Specifications

- 10.3.1 Recycling Bins, and Lids if requested by the Customer, supplied by the Franchisee shall be of equivalent or better quality than those currently in use by the County, and shall be subject to the approval of the Executive Director. Recycling Bins shall have a rated capacity of 18 gallons; be supplied in red for Paper Program Recyclables and blue for Container Program Recyclables; and shall be hot-stamped in accordance to specifications provided by the Executive Director. Lids, if requested by the Customer, specifically manufactured to fit the Recycling Bins shall also be supplied by the Franchisee. Recycling Bins and lids shall be uniform with regard to color, volumetric capacity, dimensions, finish surfaces, and hot stamping.
- 10.3.2 Roll Carts supplied by the Franchisee shall have a rated capacity of not less than ninety (90) gallons, shall have attached lids, shall be of equivalent or better quality than those previously in use by the County, and shall be subject to the approval of the Executive Director. Roll Carts shall not be red or blue in color, and shall be hot-stamped or labeled in accordance to specifications provided by the Executive Director. Roll Carts shall be uniform with regard to color, volumetric capacity, dimensions, finish surfaces, and hot stamping/labeling.
- 10.3.3 Recycling Carts supplied by the Franchisee shall have a rated capacity of not less than ninety (90) gallons, shall have attached lids, shall be of equivalent or better quality than those previously in use by the County, and shall be subject to the approval of the Executive Director. Recycling Carts shall be red for Paper Program Recyclables and blue for Container Program Recyclables, and shall be hot-stamped or labeled in accordance to specifications provided by the Executive Director. Recycling Carts shall also include clear and visible labels stating the type of Recyclable Material to be placed in the Cart. Recycling Carts shall be uniform with regard to color, volumetric capacity, dimensions, finish surfaces, and hot stamping/labeling.
- 10.3.4 Class II Containers, Class II Recycling Containers, and Commercial Containers supplied by the Franchisee shall have attached lids, shall be of equivalent or better quality than those previously in use by the County, and shall be subject to the approval of the Executive Director. Class II Containers and Commercial Containers shall have lettering not less than three (3) inches in height stating "Sarasota County Solid Waste Services". Class II Recycling Containers shall have lettering not less than three (3) inches in height stating "Sarasota County Recycles", and shall also include a clear and visible label stating the type of Recyclable Material to

be placed in the Container. All future replacement Class II Recycling Containers shall have lettering not less than one and one half (1½) inches high indicating the identification of the owner of the container.

10.3.5 Franchisee shall submit to the Executive Director a manufacturer's specification sheet for the Recycling Bins, Roll Carts, Recycling Carts, Class II Containers, Class II Recycling Containers, and Commercial Containers detailing the following items at a minimum:

- Company of manufacture
- Material of manufacture, including pre-consumer and post-consumer recycled content
- Molding technology, is applicable
- Standards of design (e.g., ANSI)
- UV stabilization certification
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axle, and fasteners, if applicable
- Interior and exterior finish surfaces
- Color
- Volumetric Capacity
- Nestability, if applicable
- Identification and Marking
- Manufacturer's warranty

10.3.6 All hot-stamp and label text and designs for Collection Containers must be approved by the Executive Director prior to use.

10.3.7 Franchisee shall replace labels on an as-needed basis.

#### 10.4 Delivery of Containers

10.4.1 Franchisee shall maintain an adequate supply of each color of Recycling Bins and Recycling Carts, and shall deliver new and additional Recycling Bins and Recycling Carts, of the appropriate color, to Residential Customers within seven (7) calendar days of receiving a request for said Containers.

10.4.2 If Franchisee is unable to deliver a Recycling Bin or Recycling Cart of the appropriate color, Franchisee shall deliver a Recycling Bin or Recycling Cart in an available color, and shall replace such Recycling Bin or Recycling Cart with the appropriate color within thirty (30) calendar days.

10.4.3 Franchisee shall distribute County-approved Roll Carts, Recycling Carts, Class II Containers, Class II Recycling Containers, and Commercial Containers to each new Customer requiring such containers within seven (7) calendar days of receiving a request for said Containers.

## 10.5 Maintenance of Containers

- 10.5.1 Franchisee shall maintain all Franchisee-owned Collection Containers in good working order so as to assure continuous and efficient Collection under this Renewal Agreement.
- 10.5.2 Franchisee-owned Collection Containers shall have solid, substantial bottoms; and shall be equipped with a removable plug for the purpose of clean out.
- 10.5.3 Franchisee shall maintain Franchisee-owned Collection Containers such that they are free of rust holes, broken hinges, broken doors or door fasteners, broken wheels, or broken lids.
- 10.5.4 Franchisee-owned Collection Containers shall be kept painted at all times so that they do not become a detriment to the community, and shall be painted as deemed necessary by the Franchisee or as directed by the Executive Director, with the exception of Containers made of plastic, aluminum, stainless steel, or other similar materials that do not readily accept painting.
- 10.5.5 Franchisee shall procure and maintain at its expense all essential spare parts for Franchisee-owned Collection Containers, and shall develop and maintain a readily available source of such parts.
- 10.5.6 Customers shall be responsible for maintaining all Customer-owned Class II Containers, Commercial Containers, Roll Carts, Recycling Carts, and Class II Recycling Containers. Franchisee may maintain Customer-owned Containers for an additional fee to be negotiated between the Franchisee and the Customer.

## 10.6 Repair and Replacement of Containers

- 10.6.1 Franchisee, at its own expense, shall repair or replace damaged, destroyed or stolen Franchisee-owned Collection Containers within three (3) working days of when notified by the County or Customer.
- 10.6.2 If Franchisee damages or destroys any Customer-owned Collection Containers, Franchisee shall repair or replace said containers, at Franchisee's own expense, within three (3) working days of when notified by the County or Customer.
- 10.6.3 Franchisee will not be responsible for Unintentional Damage to Customer-owned Containers that do not comply with the Set Out requirements of this Renewal Agreement and County Ordinances.

## **11 Vehicles and Equipment**

### 11.1 General Provisions

- 11.1.1 Franchisee shall purchase and/or lease and maintain and repair all vehicles and equipment necessary to maintain regular Collection schedules and to promptly and efficiently perform the duties specified in this Renewal Agreement. Equipment shall be compatible in size and weight to the areas in which such equipment is utilized. Upon commencement of the Renewal Term, Franchisee shall order thirty-seven

(37) new collection vehicles of a size and type required to perform services under this Agreement. These vehicles will replace equipment deemed to be at the end of its useful life and will be placed in service as soon as possible after October 1st, 2011. Twenty (20) more new collection vehicles will be ordered and placed into service in years 2-5 of the Renewal Agreement.

- 11.1.2 All truck bodies shall be watertight to a depth sufficient to prevent discharge of accumulated water during loading and transport operations, with solid metal sides, and covered metal top. Vehicles and equipment shall be a standard product of a reputable manufacturer, so that continuing service and supply and delivery of spare parts may be assured. Component parts need not be a product of the same manufacturer.
- 11.1.3 As an alternative to a fully enclosed metal top, the Franchisee's vehicles may be equipped with tarpaulin or net cover with mesh not greater than one and one-half (1½) inches. Such cover shall be kept in good mechanical order and used to cover the Load traveling to and from the loading operation or where parked if the contents are likely to be scattered if not covered.
- 11.1.4 Vehicles transporting Program Recyclables shall be covered in such a way as to protect Paper Program Recyclables from rain, and to protect all Program Recyclables from blowing outside the vehicle.
- 11.1.5 Prior to use, a tare weight for all Collection vehicles to be used to service this Renewal Agreement must be established. At the County's discretion, the tare weight of any Collection vehicle may be checked at any time and the County will make appropriate adjustments to scalehouse and County records to reflect any changes in tare weight.

## 11.2 Ancillary Equipment

- 11.2.1 All vehicles used to provide Collection Services under this Renewal Agreement shall be equipped with all D.O.T required safety equipment: a fire extinguisher, a shovel and broom, a Spill Kit, and an audible backup warning device.
- 11.2.2 All vehicles used to provide Collection Services under this Renewal Agreement shall be equipped with a two-way radio, cellular telephone, or other equipment appropriate for communication as approved by the Executive Director.
- 11.2.3 All vehicles used to provide Residential Collection Service under this Renewal Agreement shall be equipped with appropriate racks for Collection of tires, used oil, and oil filters so as to prevent spillage.
- 11.2.4 All vehicles used for Collection of White Goods or Computers and Electronic Equipment under this Renewal Agreement shall be equipped with appropriate ancillary equipment so as to avoid breakage of such equipment or of Freon lines during Collection.
- 11.2.5 Franchisee shall cooperate with the County in the implementation and use of GIS equipment if such equipment becomes available.

11.3 Reserve Vehicles and Equipment

Franchisee shall have sufficient reserve vehicles and equipment to complete daily Collection routes according to the schedules and hours of Collection established in this Renewal Agreement. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when front line vehicles and equipment are out of service, or delays prevent front line vehicles and equipment from completing their daily collection route(s) within the established hours of Collection.

11.4 Maintenance and Condition

11.4.1 Franchisee's equipment shall be kept in good repair and appearance; and in sanitary, clean condition at all times. Hydraulic systems shall be kept in good repair to prevent leaking. Vehicles shall be washed thoroughly on the outside, and sanitized with a suitable disinfectant and deodorant a minimum of once-per-week (or more frequently if necessary), in order to maintain a clean and sanitary condition.

11.4.2 Franchisee shall make sure that equipment utilized to perform services under this Renewal Agreement is monitored to prevent fuel and lubricant spills. All spills discovered shall be cleaned up immediately.

11.5 Identification

11.5.1 Franchisee's name, Customer Service Telephone Number shall be displayed at all times in letters at least four (4) inches high on both side doors of all Collection vehicles. Truck identification numbers shall be displayed at all times in letters at least four (4) inches high on all four (4) sides of all Collection vehicles.

11.5.2 All Collection vehicles substantially dedicated to this Renewal Agreement shall prominently and permanently display, on both sides of the vehicle body, at all times, and in letters at least six (6) inches high, information approved and authorized by the Executive Director and the type of material (Solid Waste, Yard Trash or Recyclable Materials) being collected.

11.6 Compliance with the Law

11.6.1 Franchisee shall maintain current license, registration, fees and taxes on all vehicles as required by the State of Florida and the County.

11.6.2 All equipment and operation of such equipment shall be in adherence with the Florida Uniform Traffic Control Law, Sections 316.515 through 316.6105, Florida Statutes, as amended from time to time. All equipment and operations of such equipment shall be in adherence with Sarasota County Ordinance 93-038, as amended.

11.7 Right to Inspect Vehicles

Franchisee shall permit Solid Waste Management to inspect the vehicles, equipment, licenses and registrations at any reasonable time. Except for extraordinary circumstances, as determined by the Executive Director, all vehicles and equipment utilized to provide service under this Renewal Agreement shall be empty and devoid of all Solid Wastes prior to the



commencement of daily Collection Service. The County reserves the right to inspect each vehicle, every day, prior to its use in the County.

11.8 Storage and Repair

Franchisee shall provide a garage and maintenance facility for its vehicles and equipment that enables all weather, year round operation. Franchisee shall make adequate provisions for maintenance and prompt repair of its equipment. Franchisee may not use County property to store or house any vehicles or equipment.

## **12 Employees and Supervisors**

12.1 Operations Manager

Franchisee shall appoint an Operations Manager, or similarly titled position. The Operations Manager shall be the primary point of official contact on behalf of the Franchisee for all technical and administrative matters pertaining to this Renewal Agreement. Franchisee represents that the Operations Manager has at least ten (10) years of prior managerial experience with programs of this nature and size and certifies that the Operations Manager has the authority to make significant decisions relevant to the program. The Operations Manager has direct access to the Franchisee's entire management organization for resolving problems beyond the Operations Manager's authority. At all times during the term of this Renewal Agreement, the County shall have access to the Operations Manager, and the Operations Manager shall be one hundred percent (100%) dedicated to overseeing and implementing the terms of this Renewal Agreement. Any communications or writings that may be required under this Renewal Agreement to be given to the Franchisee shall be delivered to the Operations Manager. Such communications or writings shall be considered as having been received by the Franchisee when delivered to the Operations Manager.

12.2 Collection Supervision

Franchisee shall designate a Field Supervisor(s), or similarly titled position, who shall oversee provision of the Collection Services according to the terms of this Renewal Agreement. The Field Supervisor(s) shall be based in an automobile or pick-up truck and readily available by two-way radio or cellular telephone at least between 6:00 a.m. and 5:00 p.m. Monday through Friday, and Saturday's during Holiday weeks.

12.3 Employee Conduct

All Franchisee personnel must maintain a courteous and respectful attitude toward the public at all times. Franchisee must direct its employees to avoid loud and/or profane language at all times during the performance of duties.

12.4 Employee Appearance and Identification

Franchisee must furnish each employee with an appropriate means of identifying him/her as an employee of the Franchisee. The identification need not be a uniform or a complete set of clothing but must be sufficient to ensure easy identification. The Franchisee's employees are required to wear the identification at all times while on duty. Shirts must be worn at all times. The County reserves the right to approve the identifiers or identification furnished by the Franchisee.

#### 12.5 Removal of Employees

The Executive Director reserves the right to disapprove or request removal of any Franchisee personnel assigned to the program addressed herein. Such disapproval or request shall be for reasonable cause and shall be addressed in writing to the Franchisee's Operations Manager. Franchisee shall defend, save, and hold the County harmless from and against legal actions by any or all employees so removed.

### **13 Local Office**

- 13.1 Franchisee shall maintain a customer service office within Sarasota County staffed between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, and Saturdays following Holidays, for the transaction of business, unless otherwise approved by the Executive Director.
- 13.2 At a minimum, Franchisee shall have personnel available for the purposes of dispatch, complaint resolution, and other matters between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, and Saturdays following Holidays. The office shall be equipped with a two-way communication system to contact the Field Supervisor, all collection vehicles, and the Franchisee's dispatcher (if applicable).
- 13.3 The office shall be equipped with sufficient telephones, and shall have a responsible, experienced Person in charge during Collection hours. Franchisee shall provide an answering machine and tape messages when the office is closed.
- 13.4 Franchisee shall provide a process for receiving and handling emergency calls both during and after normal operating hours. Such process shall be subject to the Executive Director's approval.
- 13.5 Franchisee's computer operating system shall interface with the County's system. Franchisee may utilize its own customer service software. Both parties will make appropriate adjustments to ensure compatibility.
- 13.6 Upon request of the County, Franchisee shall provide adequate office space to house County personnel to monitor Franchisee's operations and compliance with this Renewal Agreement.

### **14 Handling of Complaints**

- 14.1 Franchisee shall take whatever steps may be necessary to remedy the cause of all Customer complaints received by the Franchisee from the Customer or from Solid Waste Management, within twenty-four (24) hours of receipt of each complaint.
- 14.2 Franchisee shall notify Solid Waste Management of the resolution of all Customer complaints received by the Franchisee from the Customer or from Solid Waste Management, within twenty-four (24) hours of such receipt.
- 14.3 Franchisee shall maintain a log of all Customer calls and all Legitimate Complaints received directly by the Franchisee from Customers or from Solid Waste Management, and resolution of those complaints. Legitimate Complaints can be based on County observations, reports from Customers, or County review of the Franchisee's Customer Call Log, other records, and reports. The

database shall be kept in accordance with the Record Keeping and Reporting provisions in Section 16.1.3 of this Renewal Agreement.

- 14.4 Legitimate Complaints shall include any instance when the Franchisee did not perform Collection Services in accordance with all provisions of this Renewal Agreement including, but not limited to:
- Failure to respond to Missed Collections according to the provisions of this Renewal Agreement;
  - Continued or repeated misses of a particular Customer or segment of the Service Area;
  - Misuse and/or mishandling of Solid Waste or Collection Containers;
  - Damage to public or private property;
  - Failure to obey traffic regulations; and
  - Discourteous treatment of Customers.

## **15 Customer Dispute Resolution**

- 15.1 The Executive Director shall investigate all unresolved disputes between a Customer and the Franchisee. The Executive Director shall resolve such disputes and make a final determination.
- 15.2 The Executive Director shall notify the Franchisee or the Customer, as appropriate, in writing of deficiencies, default in performance, or a dispute regarding implementation of the Ordinance or provisions of Renewal Agreement.
- 15.3 Franchisee or Customer has fifteen (15) days to correct any deficiency or default or to request, in writing, a hearing before the Board.
- 15.4 The Board shall hear and act upon such request within twenty (20) days of receipt of request and shall notify the Franchisee or the Customer of said action. At its discretion, the Board may confirm, in whole or in part, the Executive Director's findings; relieve the Franchisee or the Customer of responsibility for the deficiencies or default; or take whatever other action it deems necessary.

## **16 Record Keeping and Reporting**

### **16.1 Record Keeping**

- 16.1.1 Equipment Maintenance Log. Franchisee shall keep a maintenance log for each vehicle and piece of equipment showing, at a minimum, its identification number, date and description of routine maintenance activities, and date and description of additional maintenance and repair activities.
- 16.1.2 Non-collection Notice Log. Franchisee shall maintain a log of all locations where Non-collection Notices have been placed. The log shall include the date when the Notice was placed, Customer location, Customer type, and purpose for each Non-collection Notice.
- 16.1.3 Customer Complaint Log. Franchisee shall maintain a log of all calls received from Customers directly or through the County. The log shall

include the date when the call was received by the Franchisee, Customer location, Customer type, and purpose for each Customer call. The log should specifically identify Missed Collections and Legitimate Complaints, the date when each was resolved, and a description of how each was resolved. Franchisee shall notify Solid Waste Management of the resolution of all Customer complaints within twenty-four (24) hours of receipt of complaint.

16.1.4 Program Recyclables Log. Franchisee shall track the weight of each Load of collected Program Recyclables to determine the separate weights of the Paper Program Recyclables portion and the Containers Program Recyclables portion of the Program Recyclables. The log shall also indicate the specific facility to which each Load was delivered.

16.1.5 White Goods and Computers and Electronic Equipment Log. Franchisee shall track the date, Customer location, number and type of White Goods and Computers and Electronic Equipment collected from Class I Customers and Class II Customers.

16.1.6 Tire Collection Log. Franchisee shall track the number of tires collected from Class I Customers and Class II Customers.

16.1.7 All Franchisee's logs shall be maintained in an electronic database. Franchisee shall utilize a computer operating system that is compatible with the County's selected software system, and Franchisee shall utilize the County's software. The database shall be readily available for inspection by the County at any time during normal operating hours and information in the log shall be shared with the County upon request.

## 16.2 Monthly Report

16.2.1 Franchisee shall submit Monthly Reports to the Executive Director, in hard copy and in an electronic format approved by the County, within seven (7) calendar days after the end of each month.

16.2.2 The Monthly Report shall provide the following information for Residential Customer service:

16.2.2.1 Tonnage collected during the month for each of the following materials: Solid Waste, Paper Program Recyclables, Container Program Recyclables, and Yard Trash.

16.2.2.2 Number, type, and weight of White Goods and Computers and Electronic Equipment collected during the month.

16.2.2.3 Number of automotive Tires collected during the month.

16.2.2.4 Number of Non-collection Notices placed out for Customers during the month.

16.2.2.5 Number of Missed Collections and Legitimate Complaints during the month.

16.2.2.6 The number of new, replacement, and additional Recycling Bins distributed during the month, including 1) the total number of bins dispensed for Class I Customers, 2) the total number of bins dispensed for Class II Customers, 3) the ratio of bins dispensed to Class I Customers over the total Class I Customer count, and 4)

the ratio of bins dispensed to Class II Customers over the total Class II Customer count.

16.2.3 The Monthly Report shall provide the following information for Commercial Customer service:

16.2.3.1 For each Commercial Customer, the address, size and number of containers, owner of containers, frequency of collection during the month, and Supplemental Service received.

16.2.3.2 Number of Missed Collections and Legitimate Complaints during the month.

16.2.3.3 Names and addresses of any Commercial Customers that were offered and declined Recyclable Materials Collection Service and continue to have no visible outdoor Recycling Containers.

### 16.3 Annual Report

16.3.1 Franchisee shall submit Annual Reports to the Executive Director, in hard copy and in an electronic format approved by the County, within thirty (30) calendar days after the end of each Agreement Year.

16.3.2 The Annual Report shall include the following information:

16.3.2.1 Annualized information for all items required in the Monthly Report for both Residential and Commercial Customer service. In addition, the Franchisee may include any proposals for changes in this Renewal Agreement that will increase operating efficiency or reduce cost to the County.

16.3.2.2 A complete list of all vehicles and equipment currently employed in the provision of Collection Services under this Renewal Agreement, including make, type, year, license number, and ID number for each.

16.3.2.3 Current route maps and schedules for all Collection Services provided under this Renewal Agreement.

16.3.2.4 Description of public education activities accomplished and a statement of the amount of money expended during the year.

16.3.2.5 An inventory, indicating quantities and condition, of equipment, facilities, manpower, and other resources that the Executive Director deems necessary for planning for emergency conditions.

16.3.3 The Annual Report shall provide an Audited Financial Statement with an unqualified opinion as prepared by a certified public accountant including a balance sheet for the most recently completed 12-month period ending with corporate year-end within seventy-five (75) days from the end of the corporate year-end.

### 16.4 Other Reports, Documents and Notifications

16.4.1 Collection Routes and Schedule Changes. Franchisee shall submit a description of all route and schedule changes, including service levels, at least thirty (30) days prior to implementation of such changes or in accordance with an alternate notification deadline approved by the

Executive Director, as required in Section 5.6.1 of this Renewal Agreement.

- 16.4.2 Collection Schedule Delays. Franchisee shall notify Solid Waste Management of any delays in the daily Collection schedule (e.g., disabled trucks, accidents or shortage of staff causing route delays) within two (2) hours of occurrence, as required in Section 5.6.3 of this Renewal Agreement.
- 16.4.3 Notification of Hazardous, Radiological or Biomedical Waste. Franchisee shall notify the Executive Director immediately upon placement of a Non-collection Notice on a Collection Container that Franchisee believes contains Hazardous, Radiological or Biomedical Waste, as specified in Section 5.11.4 of this Renewal Agreement.
- 16.4.4 Termination of Commercial Collection. Franchisee shall notify the Executive Director should Collection Service to a Commercial Customer be terminated for delinquent payment, as required in Section 9.3.1.3 of this Renewal Agreement.
- 16.4.5 Updated Vehicle and Equipment List. Franchisee shall report any changes in the fleet of vehicles and equipment in writing to the Executive Director within twenty-four (24) hours of the effective date of the change.
- 16.4.6 Contingency Plan. Franchisee shall provide a Contingency Plan in accordance with Section 20.3 of this Renewal Agreement to the Executive Director within thirty (30) calendar days of the execution of this Renewal Agreement.
- 16.4.7 Set Out Report. Franchisee shall perform a "Set Out" count of Class I Customer participation in the residential recycling program twice annually, in March and September of each year of the Renewal Term. Franchisee shall provide a Set Out report of all Class I Customers for Residential Program Recyclables and Residential Yard Trash Collection Service no later than April 15<sup>th</sup> and October 15<sup>th</sup>, respectively. The Executive Director and the Franchisee shall agree on the format of the report. These counts shall be performed under the direction and to the satisfaction of the Executive Director.
- 16.4.8 Updates to RMPF Usage Report. Franchisee shall continuously update the RMPF usage report (initially provided during the Transition Period) to reflect any proposed changes in routes or delivery sites, and deliver an updated report to the Executive Director prior to implementing such changes.
- 16.4.9 Updates to Safety Plan. Franchisee shall continuously update the safety plan (initially provided during the Transition Period) to reflect any changes, and deliver an updated plan to the Executive Director whenever any changes occur.
- 16.4.10 Accidents and Property Damage. Franchisee shall notify Solid Waste Management of any accidents involving the Franchisee's staff or vehicles requiring D.O.T or OSHA notification, and/or damage to public or private property, within twenty-four (24) hours of occurrence.

16.5 General Record Keeping and Reporting Requirements

16.5.1 Franchisee shall cooperate with the Executive Director in providing every reasonable opportunity for ascertaining whether or not the duties and responsibilities of the Franchisee are being performed.

16.5.2 Franchisee shall provide any information, in addition to that required explicitly by this Renewal Agreement, that the Executive Director or the Franchisee may deem relevant under the particular circumstances.

16.5.3 Work papers of the Franchisee's auditor shall be made available to the County upon request by the Executive Director.

**17 Education, Promotion and Public Awareness**

17.1 Participation in County Activities

Franchisee shall be required to participate in the County's solid waste program activities including but not limited to public appearances in support of the Mandatory Recycling Program, use of the County's recycling theme, colors and logos on Collection vehicles and bins, distribution of promotional literature, participation in special events, special educational presentations, and similar activities. All literature shall include the County Solid Waste Management phone number.

From time to time, but no more than twelve (12) times per year, Franchisee shall assist and/or support the County at local special events. Examples include but are not limited to: using Collection vehicles to participate in local parades (including the King Neptune parade and the Christmas in Venice parade), bringing Collection vehicles to special events (i.e. Earth Day, Sunfest, etc.); and providing staff to assist County staff at various informational booths (i.e. Greenfest, Earth Day, County Fair, Sunfest, Business Rendezvous and other forums). County shall not require Franchisee to staff booths more than a total of 60 Person hours per year.

17.2 Usage of County Themes and Logos

Franchisee shall display upon request, the County's recycling, waste reduction, and conservation themes and logos on signs (decal or painted) on designated vehicles used in providing Collection Services. Lettering size shall be appropriate to the size of the sign. The Executive Director shall approve the content, style, size and form. The cost of complying with this section will be considered part of the Franchisee's annual education, promotion, and public awareness requirement.

17.3 Distribution with Recycling Containers

Franchisee shall distribute informational, promotional and educational materials (brochures, newsletters, door hangers, etc.), which are provided by the County to be delivered with each new or replacement Recycling Container delivered to the Customer.

17.4 Distribution of Information to Commercial Customers

Franchisee shall include in notices to all Commercial Customers information regarding the County's Mandatory Recycling Program, waste reduction,

conservation programs and hazardous waste collection programs. These notices shall occur in March and November of each year and the Franchisee shall issue this notice under the direction and to the satisfaction of the Executive Director.

17.5 Production and Distribution of Promotional and Educational Material

In addition to the above requirements, Franchisee shall expend a minimum of \$50,000 each year of the Renewal Term, as directed and approved by the Executive Director, in assisting the County with education, promotion, and public awareness, including, but not limited to, the following activities:

17.5.1 Franchisee shall cover the cost for mailing one (1) solid waste information piece developed and published by the County to all Customers in the Franchisee's Service Area each year of this Renewal Agreement. The County shall give the Franchisee a minimum of four weeks' notice prior to the mailings. Franchisee shall perform mailings under the direction and to the satisfaction of the County.

17.5.2 Franchisee shall cover the cost of distributing, up to three (3) times per Renewal Agreement Year to all Customers in the Franchisee's Service Area, pre-printed promotional materials (brochures, newsletters, flyers, door hangers, magnets, etc.) that are developed and provided by the County to educate Residential and Commercial Customers about the proper methods to be used to Set Out Solid Waste, Yard Trash and Program Recyclables and any other information which explains and supports the County's solid waste program.

17.5.3 Franchisee shall pay for publication of two (2) quarter-page County-prepared advertisements promoting solid waste programs, in local publications, including the Sarasota Herald Tribune, Tempo, Venice Gondolier, Pelican Press and The Bulletin.

**18 Changes to Services**

18.1 Addition or Deletion of Recyclable Materials

18.1.1 Should the County decide to change the Materials Acceptance Protocol included in Exhibit VI to add or delete Program Recyclables, the County and Franchisee shall enter into good faith negotiations to amend this Renewal Agreement to reflect such modifications, if any are necessary. At such time as the County determines it is feasible to add or delete Program Recyclables, Franchisee shall be given sixty (60) days notice to adjust service accordingly.

18.1.2 Should the County and Franchisee fail to reach an agreement regarding the Rate for the addition or deletion of Recyclable Materials, the County retains the right to enter mediation as specified in Section 30 of this Renewal Agreement.

18.2 Automated Service

18.2.1 Should the County choose to offer automated Solid Waste Collection Service and/or automated recycling Collection Service at any time during the term of this Renewal Agreement, the Franchisee and the County



agree to enter into good faith negotiations to amend this Renewal Agreement to include said services.

18.2.2 In the event the County chooses to pilot or implement an automated Solid Waste Collection system during the term of this Renewal Agreement, the Franchisee and County shall agree upon a transition plan, schedule, and terms of such a collection pilot or system. Furthermore, the County and Franchisee shall agree upon the liquidated damages associated with the Franchisee not complying with said plan or schedule.

18.2.3 Should the County elect to provide automated Collection Service to Class I Customers, the County shall provide and retain ownership of Roll Carts for Class I automated Collection.

18.3 Provision of Service Upon Termination

If this Renewal Agreement is terminated pursuant to Section 29.1 herein by the County, the Board may at its sole discretion authorize another qualified hauling contractor to provide Solid Waste, Program Recyclables, and Yard Trash Collection Services in the Service Area according to the provisions and rates in the Renewal Agreement for the Service Area.

**19 Additional Services**

19.1 Commercial Waste Reduction

19.1.1 The County reserves the right to negotiate with the Franchisee to implement incentives to increase diversion of Commercial Recyclable Materials from the Designated Disposal Site.

19.1.2 The County reserves the right to implement new waste reduction pilot programs. This Renewal Agreement does not provide for the Franchisee to haul such materials, and shall not be included as part of the exclusive franchise.

19.2 Community Service

Franchisee shall provide, at its own expense, the following services for community programs.

19.2.1 Provide monthly Collection Service for Countywide community clean-ups. Collection Service for each community clean-up shall include up to four (4) sites and a minimum of two (2) rolloff containers at each site, and up to three (3) additional rolloff containers per event for such items as Yard Trash, White Goods, and tires. Each rolloff container shall be "pulled" up to three (3) times. The County will be responsible for Drop-off Charges associated with these services.

19.2.2 Provide Curbside Collection for up to 4,000 thirty-two (32) gallon bags of Solid Waste and up to 400 thirty-two (32) gallon bags of Program Recyclables collected annually during Keep Sarasota County Beautiful events or adoption clean-ups.

19.2.3 Provide "backhauling" for the County's Compost Program to County parks. The County and the Franchisee shall agree on the schedule of

these backhauls. This service shall include "backhauling" of a maximum of twenty-four (24) pulls per year to localities not located in a municipality.

19.3 Pilot Studies

During the term of this Renewal Agreement, the County will likely conduct pilot studies to evaluate strategies that increase waste reduction, improve collection efficiency, and/or reduce solid waste management costs. Franchisee shall cooperate with the County in conducting such pilot studies, and shall enter into good faith negotiations with the County, if deemed necessary, for additional services provided by the Franchisee to carry out pilot studies.

**20 Emergency Situations and Disaster Debris**

20.1 Use of Franchisee Services

In the event excessive amounts of Disaster Debris have accumulated by reason of any hurricane, tropical storm, freeze, natural or manmade disaster, severe disturbance, riot or other calamity, the County, at its sole discretion, may utilize the Franchisee to assist with collection of such Disaster Debris in addition to utilizing the County's Disaster Debris Contract. Should the Executive Director make a determination that an emergency situation exists, the Executive Director may direct the Franchisee to perform such work at the rates specified in the Rates provisions in Section 26.2 of this Renewal Agreement, and shall take into account the Franchisee's primary Collection obligations and the availability of equipment. However, nothing herein shall require the County to utilize the services of Franchisee, or to prevent the County from contracting with other parties to perform all or a portion of such work. The County reserves the right to utilize County personnel and equipment in the removal of Disaster Debris of any kind.

20.2 Variance in Routes and Schedules

In the event of a hurricane, tornado, major storm, other natural or man-made disaster, the Executive Director may grant Franchisee a variance from regular routes and schedules. In the event such a variance is granted, there shall be a corresponding reduction in payment to the Franchisee. As soon as practicable after such a disaster, the Executive Director shall advise the Franchisee when normal Collections and routes can be resumed. The County shall make every effort through the local news media to inform the public when regular services can resume.

20.3 Contingency Plan

Franchisee shall develop a Contingency Plan in the event that an emergency situation renders the Franchisee's operations yard and/or equipment unusable for a period of time that would interrupt Collection Services. The Contingency Plan shall outline the process by which the Franchisee shall avoid interruption in Collection Services.

20.4 Emergency Management/Disaster Meeting

Franchisee shall attend the emergency management/disaster meeting, and shall provide any materials that may be useful to the discussion including, but not limited to, Collection schedules and routes and security codes to private

community gates. The County shall notify the Franchisee of the date, time and location of the meeting, and any necessary materials to be provided by the Franchisee.

## **21 Insurance**

Before performing any contract work, Franchisee shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by County Risk Management.

**21.1 WORKERS' COMPENSATION:** Franchisee will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this contract, as required by the laws of the state where the Franchisee is domiciled. Florida firms must provide evidence of Workers' Compensation insurance which meets the requirements of Florida Statutes, Chapter 440, AND Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease. If applicable, coverage for the Jones Act and Longshore Harbor Workers Exposures must also be included. **\*\*NOTE\*\*** Franchisees who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation and qualify for the County waiver. In the event the Franchisee has "leased" employees, the Franchisee or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided to Sarasota County Risk Management, 1660 Ringling Blvd., 3<sup>rd</sup> Floor, Sarasota, FL 34236.

**21.2 COMMERCIAL GENERAL LIABILITY:** Including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 each occurrence, covering all work performed under this contract.

**21.3 BUSINESS AUTOMOBILE LIABILITY:** Franchisee agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each accident covering all work performed under this contract. Franchisee further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Franchisee does not own automobiles, Franchisee agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.

**21.4 UMBRELLA LIABILITY:** With limits of not less than \$10,000,000 each occurrence covering all work performed under this contract.

21.5 HAZARDOUS MATERIALS INSURANCE: For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until County Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:

21.5.1 HAZARDOUS WASTE TRANSPORTATION – When applicable, the Franchisee shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.

## 21.6 POLICY FORM

21.6.1. Unless specific approval is given, all policies required by this contract with the exception of Professional Liability and Workers Compensation are to be written on an occurrence basis. Commercial General Liability policies shall name Sarasota County Government as additional insured as their interest may appear under this contract.

21.6.2 Insurance requirements itemized in this contract and required of the Franchisee shall be provided on behalf of all sub-Franchisees to cover their operations performed under this contract. The Franchisee shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-Franchisees.

21.6.3 Each insurance policy required by this contract shall:

- a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability
- b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to County Risk Management.

21.6.4 The County shall retain the right to review, at any time, coverage, form, and amount of insurance.

21.6.5 The procuring of required policies of insurance shall not be construed to limit Franchisee's liability nor to fulfill the indemnification provisions and requirements of this contract.

21.6.6 The Franchisee shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

21.6.7 Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and Hazardous Materials, and such other risks as are authorized by County Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Franchisee agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.

21.6.8 Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to Sarasota County Risk Management (1660 Ringling Boulevard, 3<sup>rd</sup> Floor, Sarasota, FL 34236) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by County Risk Management before the Franchisee will be allowed to commence or continue work.

21.6.9 Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to the Franchisee's/sub-contractors' insurance company and County Risk Management as soon as practicable after notice to the insured.

## **22 Performance Bond**

22.1 Franchisee shall furnish the County with a Performance Bond or other financial instrument covering faithful performance of this Renewal Agreement. The bond shall be provided prior to submittal of this Renewal Agreement for Board approval. The Performance Bond shall be in an amount not less than the value of fifty percent (50%) of one (1) year of the annual Residential Collection Service charge included in this Renewal Agreement as determined by the County and in the appropriate amount calculated in accordance with Exhibit V, attached. The term of the Performance Bond shall be no less than one year beginning on the Commencement Date. Franchisee shall furnish the County with a renewal of the Performance Bond for an additional term of not less than one year from the expiration date of the Performance Bond then in effect for each year this Renewal Agreement is in effect. The renewal of the Performance Bond shall be submitted at least thirty (30) days prior to the expiration date of the Performance Bond then in effect.

22.2 The Performance Bond shall be limited to one and only one surety which shall be issued by a surety company authorized to do business in the State of Florida and hold a Certificate of Authority from the Secretary of the Treasury under Act of Congress, approved on July 30, 1947, (U.S.C. 613), and with the Best and "T" ratings approved by the County. Acceptable surety companies shall be licensed to do business in Florida and shall have an A.M. Best rating of: if Performance Bond is under \$500,000 "B+" or better, or over \$500,000 "A" or better, and a "T" Underwriting Limitation which is not exceeded by this project's Performance

Bond. Performance Bonds shall contain in type or print the description of the program.

### **23 Assignment and Subletting**

- 23.1 No assignment of this Renewal Agreement or any right occurring under this Renewal Agreement shall be made in whole or in part by the Franchisee without the express written consent of the Board of County Commission. The County shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Franchisee. Any assignment of this Renewal Agreement made by the Franchisee without the express written consent of the Board shall be null and void and shall be grounds for the County to declare a default of this Renewal Agreement and immediately terminate this Renewal Agreement by giving written notice to the Franchisee, and upon the date of such notice this Renewal Agreement shall be deemed immediately terminated, and upon such termination all liability of the County under this Renewal Agreement to the Franchisee shall cease, and the County shall have the right to call the Performance Bond and shall be free to negotiate with other contractors, the Franchisee, or any other Person or company for the service which is the subject of this Renewal Agreement.
- 23.2 In the event consent of any proposed assignment is denied by the Board, Franchisee shall continue all services provided herein, if requested by the County, for a period of not less than one hundred eighty (180) days. The requirement by the County that these Collection Services be performed shall be for the benefit of the County and shall not in any way be construed as an acceptance by the County of the assignment of the Renewal Agreement by the original Franchisee.
- 23.3 In the event of any assignment, the assignee shall fully assume all the liabilities of the Franchisee.

### **24 Transfer of Ownership**

The transfer of this Renewal Agreement, by transfer of ownership, transfer of corporate shares, or any other means to effect a change in the ownership structure of the Franchisee shall be effective only after approval by the Board. Application therefore shall be by the jointly proposed transferor and transferee and shall contain the same information as necessary as for the granting of a franchise. The Board may grant, deny, or amend the application for transfer.

### **25 Payment for Services**

- 25.1 Neither the Franchisee nor its agents, subcontractors, employees or other representatives shall accept monetary remuneration from any Residential Customer for provision of services described in this Renewal Agreement unless explicitly stated in this Renewal Agreement.
- 25.2 The Executive Director shall develop a process for distribution of Residential Customer fees to the Franchisee. Such distribution shall be on a monthly basis, for services performed during the previous month, in an amount of one-twelfth of

the approved annual payment per Residential Customer. Payment shall be paid to the Franchisee within the first fifteen (15) working days of the following month.

- 25.3 Solid Waste Management shall distribute to the Franchisee, on a monthly basis, for services performed during the previous month, an amount equal to one-twelfth (1/12) of the approved annual payment per Residential Customer, plus adjustments for Customers added subsequent to the establishment of the approved annual payment per Residential Customer and corrections in errors or omissions in the tax roll.
- 25.4 Franchisee shall be responsible for the collection and payment of Rates to be charged for Commercial Collection Service and Commercial Supplemental Collection Service, including Drop-off Charges. The Franchisee shall be responsible for the collection and payment of Rates to be charged for the Collection portion only of the Residential Supplemental Collection Service. The County, at its sole option, may elect to take over Commercial Collection Service billing. In the event that the County does elect to take over Commercial Collection Service billing, the Franchisee shall provide the County with a comprehensive list of Commercial Customers including the address, size and number of containers, and frequency of Collection in an electronic format approved by the County, using a computer software program compatible with County computer software. Franchisee and County agree to enter into good faith negotiations to amend this Renewal Agreement (including Rates) to reflect such a change.

## 26 Rates

### 26.1 Standard Rates

- 26.1.1 Separate Rates for each service for Class I Customers, Class II Customers, Commercial Customers, and for Residential and Commercial Supplemental Collection Services are shown in Exhibit IA of this Renewal Agreement.
- 26.1.2 Franchisee shall utilize the Rates in Exhibit IA of this Renewal Agreement for billing Commercial Customers for Solid Waste and Yard Trash Collection Services.
- 26.1.3 Franchisee is authorized to charge interest at the rate set by Florida Statutes, on any delinquent Commercial Customer account.
- 26.1.4 Franchisee may collect a deposit prior to initiating service to a Commercial Customer; said deposit shall not exceed the expected charge for two (2) months service to the Commercial Customer. In the event a deposit is collected, it may be used to offset any delinquent amounts due the Franchisee after termination of service. Any remainder of a collected deposit shall be returned to the Commercial Customer.
- 26.1.5 The Board authorizes the Franchisee to charge a fee not to exceed \$50.00 to a Commercial Customer for resumption of service, where the Franchisee had discontinued service because the Commercial Customer became delinquent in payments.

## 26.2 Special Rates for Emergency Situations and Disaster Debris

In the event the Executive Director makes a determination that an emergency situation exists and directs the Franchisee to collect excessive amounts of Disaster Debris, as specified in the Emergency Situations and Disaster Debris provisions in Section 20 of this Renewal Agreement, the County shall pay the Franchisee the following rates.

26.2.1 Should the quantity of Yard Trash collected from Residential Customers in a given month exceed 110 percent of the previous four-year average quantity of Residential Yard Trash collected during that month, the County shall pay the Franchisee a per-hour rate for each hour needed to collect Yard Trash in excess of 100 percent of the threshold. The hourly rate for a FEMA event is \$169.78; the hourly rate for a Non-FEMA event is \$162.65. The current four-year monthly averages are provided in Exhibit VII, and will be recalculated annually. Should storm debris cleanup extend beyond 72 hours from commencement of cleanup operations, the tonnage rate for a FEMA event is \$98.79; the tonnage rate for a non-FEMA event is \$98.79.

26.2.2 Should the quantity of Solid Waste collected from Residential Customers in a given month exceed 110 percent of the previous four-year average quantity of Residential Solid Waste collected during that month, the County shall pay the Franchisee a per-hour rate for each hour needed to collect Solid Waste in excess of 100 percent of the threshold. The hourly rate for a FEMA event is \$169.78; the hourly rate for a Non-FEMA event is \$162.65. The current four-year monthly averages are provided in Exhibit VII, and will be recalculated annually.

26.2.3 Should the County direct the Franchisee to utilize rolloff containers, of any size deemed appropriate by the County, for collection of Disaster Debris, the County shall pay the Franchisee per hour for placement and collection of each rolloff container. The per hour charge for a FEMA event is \$169.78, the per hour charge for a non-FEMA event is \$162.65. Drop-off Charges will be borne by the County.

### 26.2.4 FDOT Requirements

The Franchisee hereby agrees to comply with the provisions of the "Buy America and Foreign Contractor and Supplier Restriction", attached hereto as Exhibit XI, and by this reference, incorporated herein. The Franchisee further agrees to comply with the provisions of "Required Contract Provisions Federal-Aid Construction Contracts" (FHWA Form 1273), attached hereto as Exhibit XII, and by this reference, incorporated herein. Davis-Bacon and Related Acts (DBRA) provisions do not apply where the only work in the contract is debris removal as is the case with the Renewal Agreement.

## 27 Rate Adjustment

### 27.1 Annual Rate Adjustments

The Class I and Class II Customer Rates and Commercial Frontload and the collection portion of the Commercial Rolloff Rates shall be adjusted on October



1<sup>st</sup> of each year beginning in the second year of the Renewal Agreement as described below and adopted by Board Resolution prior to becoming effective.

27.1.1 As noted in the following formula, the annual Rate adjustment (the combined index), capped at 5%, shall be based on the change in the previous year's Consumer Price Index (CPI) calculated pursuant to paragraph 27.1.2, times 91.16% plus a Fuel Price Index, as determined in paragraph 27.1.3,

Customer Rate (CPI) x 91.16% + (Fuel Price Index x 8.84%) = subsequent year's Rate.

27.1.2 The CPI shall be calculated as the lesser of a twelve (12) month average of the United States All Urban or Southern All Urban Consumer Price Index based on the information from the Bureau of Labor Statistics, Southeastern Regional Office, for the twelve (12) months ending July 31<sup>st</sup> preceding each year of the Renewal Term. If the CPI is discontinued or substantially altered, the County may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices. Any Annual Rate Adjustment is capped at 5%. However the Franchisee may request, in writing and with supporting documentation, an increase greater than 5% for consideration by the Executive Director.

27.1.3 The Annual Rate Adjustment will include a Fuel Price Index which shall be established by utilizing an annual average price per gallon based on the Weekly Retail On-Highway Diesel Prices as published by the Energy Information Administration of the United States Department of Energy for the Lower Atlantic Region. If in all previous years, the Franchisee has elected not to increase the Annual Rate Adjustment by more than the CPI, then the Franchisee may continued to use the CPI as the Fuel Price Index factor to determine the Annual Rate Adjustment. Furthermore, if the Franchisee has recaptured all of the prior year's increase in the Annual Rate Adjustment that exceeded the CPI by reducing the Annual Rate Adjustment, then the Franchisee may use the CPI as the Fuel Price Index factor to determine the Annual Rate Adjustment.

If the actual annual average price per gallon of fuel for any twelve month period, ending on May 31<sup>st</sup> in the year of the Annual Rate Adjustment, exceeds the initial base year average price per gallon of fuel adjusted by the cumulative total of the CPI adjustments allowed in previous years, then the Franchisee shall determine the Fuel Price Index factor by dividing the annual increase or decrease in the fuel price (found by subtracting the previous year's annual average price per gallon from the current annual average price per gallon) by the previous year's annual average price per gallon.

Once the Franchisee has elected to increase the Annual Rate Adjustment by more than the CPI by including a Fuel Price Index factor that exceeds the CPI, the Franchisee must continue to include in the Fuel Price Index factor the difference between the current annual average price per gallon and the prior year's annual average price per gallon either as a positive which is an increase or a negative which is a decrease in the price per gallon. The Franchisee will continue to utilize the prior year's annual

average price per gallon to determine the difference between the current and the prior year's annual average price per gallon until the current year's and the prior year's annual average price per gallon is equal to or less than the initial base year price per gallon adjusted by the cumulative total of the CPI adjustment allowed in previous years.

The average price per gallon of fuel used to calculate a fuel adjustment after September 30, 2012 will be the lesser of the average price per gallon of fuel computed at the end of May, 2010 or May, 2011.

27.1.4 The Fuel Price Index shall be based on the Weekly Retail On-Highway Diesel Prices as published by the Energy Information Administration of the United States Department of Energy (DOE) for the Lower Atlantic Region (website address EIA.DOE.GOV) and calculated pursuant to Exhibit X attached hereto and incorporated herein. All current year's average price per gallon shall be based on the twelve (12) month period ending May 31 in the year the Franchisee submits the request for the Annual Rate Adjustment. If the DOE discontinues or substantially alters the method of collection of the underlying data related to diesel fuel prices, the County may select another relevant fuel price index published by the United States Government or by a reputable publisher of financial and economic indices

27.2 Pass Through Commercial Rate Adjustments

27.2.1 The Commercial Customer Rates shall be adjusted whenever the Drop-off Charge at the Designated Disposal Site is adjusted, or any other charge imposed by law is changed.

27.2.2 At least ninety (90) calendar days prior to the effective date of any adjustment in the Drop-off Charges to be charged at the Designated Disposal Site, the County shall notify the Franchisee of such adjustments, and shall provide the Franchisee with a revised formula for calculating the disposal component of the then existing Commercial Customer Rates. The disposal component is that portion of the Commercial Customer Rates attributable to the cost of disposal of Solid Waste at the Designated Disposal Site.

27.3 Other Charges Imposed by Law

Within forty-five (45) calendar days of the notice of the proposed adjustment in charges or a charge being imposed by law, the Franchisee shall submit to the Executive Director a schedule of the proposed Rates which shall pass on the increased or decreased costs in a fair and non-discriminatory manner. This schedule shall be accompanied by all the work papers necessary for the Executive Director to fairly evaluate the proposed Rate increase or decrease. The Executive Director shall review the information provided and shall request such additional information as may be necessary. The Executive Director shall determine within forty-five (45) calendar days of receipt of such additional information, the fairness of the request, and shall make a recommendation to the Board at a regular meeting. Adjusted Rates shall become effective upon approval by Board resolution.

#### 27.4 Extraordinary Rate Adjustment

Franchisee may petition the County at any time for an additional Rate adjustment on the basis of extraordinary or unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator. Franchisee's request shall contain substantial evidence and justification to support the need for the Rate adjustment, and shall be submitted to the Executive Director. The Executive Director may request from the Franchisee, and the Franchisee shall provide, all information as may reasonably be necessary in making its determination. The Executive Director may deny the request, in whole or in part, or may submit the petition to the Board for approval or denial. Any rate adjustments made pursuant to this section, based on extraordinary or unusual changes in the cost of operations, may result in a reduction in rates in subsequent years if the operating costs giving rise to the adjustment have decreased.

### **28 Liquidated Damages**

28.1 Following written notification by the Executive Director, failure by the Franchisee to remedy the cause of any Legitimate Complaint within the time indicated, or any performance failures shall result in the Executive Director imposing penalties. Factors to be considered when assessing penalties include, but are not limited to, acts of nature, repeated occurrences of similar types, and documentation of the incident. Penalties are as set forth below:

28.1.1 Spillage and litter. Failure to clean up spilled material from loading and/or transporting in compliance with the "Florida Litter Law" as described in Section 5.18 of this Renewal Agreement. Each failure shall result in the imposition of a \$250 penalty.

28.1.2 Collection misses. Failure or neglect to collect properly prepared Solid Waste or Yard Trash or properly prepared Program Recyclables from any Premises at those times provided by this Renewal Agreement within twenty-four (24) hours of the day of notification. Each failure shall result in the imposition of a \$100 penalty. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a \$250 penalty.

28.1.3 Chronic complaint problems. Failure or neglect to correct chronic problems (chronic shall mean three (3) or more similar Legitimate Complaints at the same Premises within a twelve (12) month period) in any category of service shall result in the imposition of a \$250 penalty for each occurrence after the second. The Franchisee being penalized for more than five (5) chronic complaint problems within a month shall result in the imposition of an additional \$500 penalty.

28.1.4 Street Completion. Failure or neglect to complete each street on a route (including missing whole or partial streets) on the regular scheduled Collection day or within twenty-four (24) hours of the day of notification shall result in the imposition of a \$500/street/day penalty for each instance as determined by the County.

- 28.1.5 Mixing materials. Intentionally mixing Yard Trash, Program Recyclables, Solid Waste, Computer and Electronic Equipment, used oil, or any other materials intended to be collected separately, during Collection shall result in the imposition of a \$1000 penalty for each instance.
- 28.1.6 Mixing Commercial and Residential Garbage or Yard waste. Mixing Commercial and Residential Garbage or Yard waste during Collection or tipping at the Designated Disposal Facility, without prior written approval from the Executive Director, shall result in the imposition of a \$1,000 penalty for each occurrence.
- 28.1.7 Mixing Program Recyclables. Mixing Container Program Recyclables and Paper Program Recyclables during Collection or tipping at the Designated RMPF or any sub-facility or transfer station shall result in the imposition of a \$1,000 penalty for each occurrence.
- 28.1.8 Mixing Commercial Recyclables and Residential Program Recyclables. Mixing Commercial Recyclables and Residential Program Recyclables during Collection or tipping at the Designated RMPF or any sub-facility or transfer station, unless prior approval for the mixing has been granted by the Executive Director, shall result in the imposition of a \$1,000 penalty for each occurrence.
- 28.1.9 Collection of improperly prepared Program Recyclables and Non-Program Recyclables or Non-Conforming Materials. Based on monthly reports from the Designated RMPF, Franchisee shall be responsible for all transportation and disposal costs associated with delivering Rejects in excess of two percent (2%) of the gross tons of Program Recyclables delivered to the Designated RMPF by the Franchisee.
- 28.1.10 Failure to provide route sheets. Failure of the Franchisee delivering Program Recyclables to a Designated RMPF to provide the Executive Director, operator of a Designated RMPF, or operator of a Designated Disposal Site with a copy of the daily route sheet for that day upon the request of said operator or Executive Director shall result in the imposition of a \$100 penalty for each occurrence.
- 28.1.11 Customer Complaints other than Missed Collections. Failure to resolve Legitimate Complaints other than Missed Collections within seven (7) business days of the day of notification shall result in the imposition of a \$250 per day penalty for each occurrence until such complaint is resolved to the satisfaction of the County.
- 28.1.12 Failure to Report. Failure to timely file any report required herein shall result in the imposition of a \$100 penalty for each day that each report is late.
- 28.1.13 Disposing at non-Designated Disposal Sites. Failure to dispose of Residential Waste or Commercial Waste collected in the Franchisee's Service Area at a Designated Disposal Site shall result in the imposition of a penalty equal to the current tip fee at the Designated Site plus twenty-five percent (25%), per ton disposed at non-Designated Disposal Sites.

- 28.1.14 Chronic equipment problems. Failure or neglect to correct chronic equipment problems (chronic shall mean three instances of the same or similar problem with the same equipment/trucks within a twelve month period) shall result in the imposition of a \$250 penalty for each occurrence after the second.
- 28.1.15 Failure to properly label containers. Failure to properly and legibly label Recycling Containers, Commercial Containers and/or Roll Carts to identify appropriate materials to be placed in such containers (e.g. Solid Waste, Yard Trash, Corrugated Cardboard, etc.) shall result in the imposition of a \$100 penalty for each container not properly labeled.
- 28.1.16 Failure to comply with any provisions of this Renewal Agreement for which a penalty has not been specified shall result in the imposition of a \$200 penalty per occurrence per day.
- 28.2 Based upon an investigation, the Executive Director shall determine whether penalties shall be assessed against the Franchisee for failure to comply with Transition Period provisions or failure to remedy the Legitimate Complaints or performance provisions.
  - 28.2.1 Prior to assessing penalties, the Executive Director shall provide written notice to the Franchisee, indicating the County's intent to assess penalties.
  - 28.2.2 Franchisee shall have ten (10) days from the date of the written notice to file a written letter of protest with the Executive Director.
  - 28.2.3 If protest is timely filed, the matter shall be referred to a Code Enforcement Special Master pursuant to Chapter 2, Article VIII of the Sarasota County Code. The Executive Director's written notice shall be treated as a Notice of Violation for purposes of invoking Special Master Jurisdiction.
  - 28.2.4 If the protest is not timely filed, the Executive Director shall deduct the amount of the penalty from payment due or to become due to the Franchisee.

## **29 Events of Termination**

### **29.1 Failure to Fulfill Obligations of this Renewal Agreement**

- 29.1.1 The County may terminate Renewal Agreement for Franchisee's failure to fulfill a material obligation of this Renewal Agreement, including but not limited to:
  - 29.1.1.1 Refusal to comply with any lawful order of the Board entered after a public hearing.
  - 29.1.1.2 Failing to begin work within the time specified in the Renewal Agreement.
  - 29.1.1.3 Failing to properly and timely perform work as directed by the Executive Director or as provided for in this Renewal Agreement.
  - 29.1.1.4 Willful delay in filing reports and audits.

- 29.1.1.5 Performing the work unsuitably or neglecting or refusing to correct such work as may be rejected as unacceptable, unsuitable or otherwise nonconforming or defective.
  - 29.1.1.6 Discontinuing operations without authorization from the Executive Director.
  - 29.1.1.7 Failing to resume work that has been suspended within a reasonable time after being notified to do so.
  - 29.1.1.8 Failing to obey statutes, regulations, rules, permits, Ordinances, or other codes of any governmental body or agency with jurisdiction relating to the Collection of Residential Waste and Commercial Waste, the provisions of this Renewal Agreement, or any state or federal law relating to the Collection of Residential Waste and Commercial Waste.
  - 29.1.1.9 Willful acts to charge or collect any Rates, charges or fees for the Collection (including disposal costs) of Solid Waste and Yard Trash within the Service Area not approved by the Board.
  - 29.1.1.10 Willful acts to circumvent Rates, charges or fees due for the Collection (including disposal costs) of Solid Waste and Yard Trash within the Service Area not approved by the Board.
  - 29.1.1.11 Otherwise failing to perform or abide by the terms of this Renewal Agreement.
- 29.1.2 When any of the above reasons exist, the County may, without prejudice to any other rights or remedies of the County and after giving the Franchisee and the Franchisee's surety, if any, seven (7) calendar days written notice, terminate this Renewal Agreement.
- 29.1.3 If the Franchisee fails to cure the default within seven (7) days specified in the notice and the Renewal Agreement is terminated for failure to provide satisfactory performance, the Franchisee shall be entitled to receive compensation for all reasonable and allocable contract services satisfactorily performed by the Franchisee up to the date of termination that were accepted by the County prior to termination. Franchisee may be granted an extension of time if it is not reasonably possible to comply with the seven (7) day time frame. In the event the County terminates this Renewal Agreement because of default of the Franchisee, the Franchisee shall be liable for all excess cost that the County is required to expend to complete the work covered by the Renewal Agreement.
- 29.1.4 Except where otherwise specifically provided, the measure of damages to be paid by the Franchisee to the County due to any failure by the Franchisee to meet any of its obligations under this Renewal Agreement shall be the damages incurred by the County.
- 29.1.5 If the County terminates this Renewal Agreement because of a default by the Franchisee, the Franchisee shall be liable to the County for all actual damages incurred by the County as a result of the Franchisee's default. The foregoing shall apply without regard to the County's rights pursuant to the Performance Bond.

29.1.6 In the event that the Franchisee has abandoned performance under this Renewal Agreement, then the County may terminate this Renewal Agreement upon three (3) calendar days notice to the Franchisee indicating its intention to do so. The notice shall state the evidence indicating the Franchisee's abandonment. Payment for work performed prior to the Franchisee's abandonment shall be as stated above. For purposes of this paragraph, abandonment constitutes ceased operations for a period of time that results in failure to perform the terms of this Renewal Agreement.

29.2 Insolvency of Franchisee

Either the appointment of a receiver to take possession of all or substantially all of the assets of the Franchisee, or a general assignment by Franchisee for the benefit of creditors, or any action taken by or suffered by Franchisee under any insolvency or bankruptcy act shall constitute a breach of this Renewal Agreement by Franchisee and shall, at the option of the County, serve to terminate this Renewal Agreement.

**30 Mediation**

Any controversy or claim arising out of or relating to this Renewal Agreement or the breach thereof shall be addressed through mediation prior to the commencement of any legal proceedings. The parties shall equally share the cost of a mutually acceptable mediator. The mediation session shall be held in Sarasota County, Florida.

**31 Right to Require Performance**

The failure of the County at any time to require performance by the Franchisee of any provision hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

**32 Notice of Communications to Executive Director or Operations Manager**

All notices, requests, authorizations and payments provided for herein shall be in writing and shall be delivered by hand or mail through the U.S. Mail, addressed as follows:

If to the County:

Sarasota County Environmental Services  
Solid Waste Management  
8750 Bee Ridge Road  
Sarasota, Florida 34241  
Attention: General Manager, Solid Waste

If to the Franchisee:

Waste Management Inc., of Florida  
5221 State Route 776

Venice, Florida 34293

Attention: Operations Manager

Both parties reserve the right to designate a different representative or representatives in the future, by providing written notice to the other party of such change.

### **33 Permits and Licenses**

Franchisee, at its sole cost and expense, shall obtain and maintain throughout the term of this Renewal Agreement all permits, licenses and approvals necessary or required for Franchisee to perform the work and services described herein.

### **34 Compliance with Laws and Regulations**

Franchisee agrees that, in the performance of work and services under this Renewal Agreement, Franchisee shall qualify under and comply with any and all federal, state and local laws and regulations now in effect and hereafter enacted during the term of this Renewal Agreement, which are applicable to Franchisee, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Franchisee shall at all times comply with the Occupational Safety and Health Act of 1970 ("OSHA") and all applicable Florida labor laws, regulations, and standards.

### **35 Equal Opportunity Employment**

Franchisee agrees that it shall not discriminate against any employee or applicant for employment for work under this Renewal Agreement because of handicap, race, color, religion, sex, age, 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 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 apprenticeships. Franchisee agrees to furnish the County with a copy of its Affirmative Action Policy. A copy of the policy shall be submitted at the time of execution of this Renewal Agreement.

### **36 Indemnification and Hold Harmless**

Franchisee shall pay on behalf or indemnify and hold harmless the County, its Commissioners, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs (including attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities which may arise out of any actual or alleged negligent act, error, omission, or default of the Franchisee's (or Franchisee's officers, employees, agents, volunteers, and subcontractors of the Franchisee's if any) performance or failure to perform under the terms of this Renewal Agreement. This indemnification and hold harmless agreement shall survive the termination or expiration of this Renewal Agreement.



### **37 Employee Status**

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

### **38 Severability**

If any portion of this Renewal Agreement, or any Exhibit hereto, is held to be invalid, such provision shall be considered severable, and the remainder of this Renewal Agreement or any provision hereof shall not be affected.

### **39 Force Majeure**

#### **39.1 Inability to Perform**

Except for any payment obligation by either party, if the County or Franchisee is unable to perform, or is delayed in its performance of any of its obligations under this Renewal Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the County or Franchisee to correct the adverse effect of such event of force majeure.

#### **39.2 Events of Force Majeure**

An event of "force majeure" shall mean the following events or circumstances to the extent that they delay the County or Franchisee from performing any of its obligations (other than payment obligation) under this Renewal Agreement:

- 39.2.1 Strikes and work stoppages unless caused by a negligent act or omission of Franchisee or its agents or assignments;
- 39.2.2 Acts of God, tornado, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Franchisee, its agents, and assignments), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather; and
- 39.2.3 Acts of public enemy acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.
- 39.2.4 Suspension, termination or interruption of utilities necessary to the operation of duties under this Renewal Agreement.
- 39.2.5 Economic hardship of the Franchisee shall not be considered an event of force majeure.

#### **39.3 Written Notification**

In order to be entitled to the benefit of this Section, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Section, time is of the essence.

#### **40 Governing Law and Venue**

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties of this Renewal Agreement and shall govern the interpretation of this Renewal Agreement. Any and all legal action necessary to enforce this Renewal Agreement shall be held and maintained solely in Sarasota County, Florida.

#### **41 Modification to the Renewal Agreement**

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

##### **41.1 County Power to Modify**

The County shall have the power to make changes in this Renewal Agreement as a result of changes in law, and/or County Ordinances, or significant changes in the technology available regarding the Collection procedure, to impose new rules and regulations on the Franchisee under this Renewal Agreement relative to the scope and methods of providing Collection Services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Franchisee notice of any proposed change and an opportunity to be heard concerning those matters. The County and Franchisee agree to enter into good faith negotiations to adjust Collection Rates accordingly. The scope and method of providing Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Franchisee.

##### **41.2 Changes in Ordinance**

The County and the Franchisee understand and agree that the Florida Legislature has the authority to make comprehensive changes in solid waste management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Renewal Agreement. Franchisee agrees that the terms and provisions of Chapter 106 of the Code of Ordinances of Sarasota County, FL as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Renewal Agreement and the Customers of the Franchisee located within the Franchisee's Service Area. In the event any future change in the County Code materially alters the obligations of the Franchisee, then the Collection charges established in this Renewal Agreement shall be subject to adjustment. Nothing contained in this Renewal Agreement shall require any party to perform any act or function contrary to law. The County and Franchisee agree to enter into good faith negotiations regarding modifications to this Renewal Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Renewal Agreement, the County and the Franchisee shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the Franchisee due to any modification in the Renewal Agreement under this Section. The County and the Franchisee shall not unreasonably withhold agreement to such compensation adjustment.

#### **42 Independence of Renewal 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 or a joint venture between the parties hereto, or as constituting the Franchisee as an agent, representative or employee of the County for any purpose whatsoever. The Franchisee is to be, and shall remain, an independent contractor with respect to all services performed under this Renewal Agreement.

#### **43 All Prior Agreements Superseded**

Upon commencement of the Renewal Term, this Agreement shall supersede and/or replace all prior agreements relating to the subject matter herein, including Contract No. 2004-031, dated June 15, 2004. This Renewal Agreement includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Renewal Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Renewal Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms of this Renewal Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

#### **44 Headings**

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Renewal Agreement.

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IN WITNESS WHEREOF, the parties have made and executed this Renewal Agreement on the respective dates under each signature: SARASOTA COUNTY by the Chair of the Board of County Commissioners, duly authorized to execute same, and WASTE MANAGEMENT INC. OF FLORIDA by and through its Vice President, duly authorized to execute same.

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

By: Nona Peterson  
Vice Chair

Date: 11/16/2010

ATTEST:  
KAREN E. RUSHING, Clerk of  
The Circuit Court and Ex-Officio  
Clerk of the Board of County  
Commissioners of Sarasota County,  
Florida

By: Paula Minton  
Deputy Clerk

Approved as to form and correctness:

Alan W. Roddy  
Deputy County Attorney

WITNESSES:

[Signature]  
[Signature]

WASTE MANAGEMENT INC.  
OF FLORIDA, a Florida Corporation

By: [Signature]

Its: Area Vice President

Date: 10-26-2010