

CONTRACT NO. 2024-209

BCC APPROVED 3/5/2024

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

Between

SARASOTA COUNTY,

and

WASTE PRO OF FLORIDA, INC.

Service Area: North District

BOARD RECORDS
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This Franchise Agreement (“Agreement”) is made and entered into this 5 day of March 2024, by and between Sarasota County, a political subdivision of the State of Florida (“County”), and Waste Pro of Florida, Inc. (hereinafter referred to as the “Franchisee”).

WITNESSETH:

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, the County desires to franchise the services of the Franchisee for the operation of the Collection Services franchise and the Franchisee desires to perform such services as provided herein; and

WHEREAS, the Board finds that granting of a franchise contract for the purpose of Collection Services is in the public interest, and for the protection of the public health, safety, morals and general welfare of those to be served by the Franchisee(s), and that permission should be granted for Collection Services within the franchise area for necessary and useful purposes for the benefit of the land owners and residents within said area, and that the Franchisee should be granted an exclusive franchise contract for Collection Services; and

WHEREAS, said Franchisee agrees to provide a Payment and Performance Bond in the amount of not less than one-half of the County’s proposed budget amount for the upcoming year for Residential Collection Service; and

WHEREAS, the Franchisee is acting in good faith and has submitted to the Board proof of sufficient resources to operate the proposed Solid Waste, Yard Waste, and Recycling collection business.

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

[INTENTIONALLY LEFT BLANK]

1 Definitions

For this Agreement, definitions of words and phrases are as stated in Exhibit B, unless otherwise specifically noted. Terms not specified in Exhibit B shall be defined as provided herein, or in Chapter 106 of the Code of Ordinances of Sarasota County, Florida. When used herein, “day” or “calendar day” shall mean a calendar day, and “business day” shall mean all days Monday through Friday, not including Holidays.

2 Exclusive and Non-Exclusive Services

2.1 Exclusive Services

- 2.1.1 Franchisee is granted the exclusive right, except as otherwise provided herein, to provide Residential Solid Waste, Recyclable Materials and Yard Trash Collection Service to Class I and Class II Customers, and Solid Waste Commercial Collection Service in the North District as defined in Exhibit C and mapped in Exhibit D, except as otherwise provided herein. Such an exception includes those services and materials identified in Section 2.2. No other services shall be exclusive to the Franchisee.
- 2.1.2 Franchisee shall transport and deliver all collected materials to Designated Sites as specified herein.

2.2 Non-Exclusive Services

- 2.2.1 Franchisee shall provide Collection of Recyclable Materials from Commercial Customers upon request for an additional fee and may deliver these Recyclables to a recycling facility of their choosing. However, Collection of commercial Recyclables is not exclusive to Franchisee.
- 2.2.2 Per the County’s Code of Ordinances Chapter 106 Article II, the following types of materials are exempt from the provisions of the Agreement and may be collected and disposed of by the owner or occupant of any premises, or the owner's or occupant's representative, at the owner's or occupant's expense. Descriptions are derived from County Code and include minor additional descriptors to provide clarity to the Franchisee:
 - A. Land clearing debris.
 - B. Construction and Demolition Debris, including residential Construction and Demolition Debris.
 - C. Trash and debris associated with farming operations.
 - D. Extraordinary, Hazardous, Biomedical, and radiological waste.
 - E. Wrecked, scrapped, ruined, or dismantled motor vehicles, or motor vehicle parts, including used oil, tires, and batteries.
 - F. Recyclable Materials generated by Commercial Customers, provided the materials are subjected to a recycling process.
 - G. Residential Waste generated in the unincorporated areas of Sarasota County lying outside the boundaries of the Solid Waste Service District(s).
 - H. Residential Waste generated on Residential Real Property or by Customers located within the unincorporated areas of Sarasota County.
 - I. Non-Program Recyclables generated by Residential Customers.

- J. Solid Waste, Recyclable Materials, and Yard Trash generated in the unincorporated areas of Sarasota County lying outside the North District.
 - K. Solid Waste, Recyclable Materials, and Yard Trash generated in the incorporated areas (i.e., municipalities) of Sarasota County which are not included within the North District as defined in Exhibit C and mapped in Exhibit D.
 - L. Sludge.
 - M. Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or government operations.
- 2.2.3 Residential Customers may self-haul Solid Waste, Recyclable Materials, and/or Yard Trash to permitted or appropriate disposal or processing facilities if they so choose. Residential and Commercial Customers may also utilize a Private Hauler for the Manual Collection and removal of Bulk Waste, White Goods, and E-Waste from a Person’s Premises that must also include the transportation of the material from the site of generation to a Designated Site.
- 2.2.4 Franchisee is not granted or guaranteed the right to collect Disaster Debris resulting from a natural or human induced emergency that is officially declared by the Board of Commissioners (declared emergency). The County has a Disaster Debris contract for such services. However, Franchisee may be requested to collect debris resulting from a non-declared emergency pursuant to Section 20.3.
- 2.2.5 The County reserves the right to exempt Collection of additional materials from the exclusive right granted Franchisee for the purpose of increasing recycling and helping the County in their waste reduction and material diversion efforts, to include striving toward any future state or local goals. This may include removing from the exclusive franchise commercial food waste as a separate material stream from Solid Waste for purposes of material diversion.

3 Term

3.1 Effective and Commencement Dates

The Effective Date is the date the Agreement is fully executed and has been signed by both the Board of County Commissioners and Franchisee. The Commencement Date is the date that Collection Services are to commence, which shall be March 30, 2025.

3.2 Initial Term

The term of the Agreement shall begin on the Effective Date and shall continue for a period of seven years following the Commencement Date, March 30, 2025, and terminating at 11:59 p.m. March 29, 2032.

3.3 Renewal Option

Upon mutual agreement, the Agreement may be renewed for up to two additional terms. The first renewal for a seven-year term shall be under the same terms and conditions as the initial term, including mutually agreed upon amendments. The County shall give notice of its interest in renewing the Agreement no later than 18 months prior to the end of the initial term. If renewed, the first renewal term will begin on March 30, 2032, and terminate at 11:59 p.m. on March 29, 2039. The second renewal for a six-year

term shall follow the same terms and conditions of the first renewal, including mutually agreed upon amendments and procedures for notice of interest in renewing. If renewed, the final term will begin March 30, 2039, and terminate at 11:59 p.m. on March 31, 2045.

3.4 Customer Service Contracts

The term of any contract between a Customer and Franchisee for Collection Service, disposal, and/or related services, not including non-exclusive services, shall not extend past the term of the Agreement.

4 Residential Collection Service

4.1 Class I and Class II Customers (Curbside Service)

Franchisee shall provide the following Curbside Service to Class I and Class II Customers:

Type of Service	Level of Service
Solid Waste	<ul style="list-style-type: none"> Once-per-week Curbside Collection in County provided roll carts via Automated Collection. All future replacement or new Customer carts shall be provided by Franchisee.
Program Recyclables	<ul style="list-style-type: none"> Once-per-week Collection on same day as Solid Waste via Automated Collection. Franchisee to maintain County’s current carts upon award of contract. All future replacement or new Customer carts shall be provided by Franchisee. One-time Curbside Collection of unprepared corrugated cardboard from new residential occupants (move-ins).
Yard Trash	<ul style="list-style-type: none"> Once-per-week unlimited Curbside Collection, on same day as Solid Waste, in Customer-provided containers, bags, or properly prepared bundles. Yard Trash is to be containerized or bundled, when possible, not to exceed 40 pounds in weight, four feet in length, and 16 inches in diameter. Customers may elect to use Commercial Lawn Care Service to dispose of Yard Trash, which is not part of the Agreement.
Bulk/Special Waste	<ul style="list-style-type: none"> Collection of up to ten cubic yards up to four times annually per residential unit to be coordinated between Customer and Franchisee. Items to be collected shall include Bulk Waste, White Goods, E-waste; used oil and filters, and Tires.

4.2 Class II Customers (Site Service)

Franchisee shall provide the following Site Service to Class II Customers.

Type of Service	Level of Service
Solid Waste	<ul style="list-style-type: none"> Minimum of once-per-week Collection in Franchisee-provided or Customer-provided Site Service Containers.
Program Recyclables	<ul style="list-style-type: none"> Minimum of once-per-week Single Stream Collection, provided on the same day as Solid Waste Collection in Franchisee-provided or Customer-provided Site Service Containers. One-time Collection of unprepared corrugated cardboard from new residential occupants (move-ins).

Yard Trash	<ul style="list-style-type: none"> • Minimum of once-per-week Collection in Franchisee-provided or Customer-provided Site Service Containers. • Customers may elect to use Commercial Lawn Care Service for disposal of Yard Trash, which is not part of the Agreement.
Bulk/Special Waste	<ul style="list-style-type: none"> • Collection of up to 20 cubic yards up to four times annually per complex to be coordinated between complex owner/manager and Franchisee. Items to be collected shall include Bulk Waste, White Goods, E-waste; used oil, and filters, and Tires.*

4.3 Franchisee shall provide Rear Door Service to disabled Curbside Service Customers at no additional charge. Such Customer shall annually provide a written statement to Franchisee from a licensed physician documenting the nature of the handicap and the need for Rear Door Service.

4.4 Residential Supplemental Collection Services

4.4.1 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.

- A. Second day of Solid Waste Collection per week.
- B. Rear Door Service for Customers without disabilities.
- C. In-ground container service.
- D. Collection of improperly prepared Solid Waste or Yard Trash.
- E. Collection of additional Roll Carts beyond the included number of carts as described herein.

4.4.2 Franchisee shall also provide additional unscheduled pickups of Solid Waste, Yard Trash, and Program Recyclables as Residential Supplemental Collection Services to Class II Customers receiving Site Service.

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

4.4.4 Franchisee shall bill Customers directly for Residential Supplemental Collection Services in accordance with the Rates as defined in Exhibit A.

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

5 Commercial Collection Service

5.1 Basic Collection Service

5.1.1 Franchisee shall provide Commercial Collection Service as arranged between the Commercial Customer and Franchisee and as specified below.

Type of Service	Level of Service
Solid Waste	<ul style="list-style-type: none"> ● Minimum of once-per-week Collection, unless otherwise approved by the Administrative Agent, in Franchisee-provided or Customer-provided Commercial Containers or Roll Carts. Non-putrescible containers collected on call with a minimum of once-per-14-day Collection.
Program Recyclables (Customer option)	<ul style="list-style-type: none"> ● Collection, if requested and as agreed to by Franchisee and Customer, in Franchisee-provided or Customer-provided Recycling Containers. ● Service not exclusive to Franchisee. ● Franchisee is responsible for Processing, including processing costs.
Yard Trash (Customer option)	<ul style="list-style-type: none"> ● Collection, if requested and as agreed to by Franchisee and Customer, in Franchisee-provided or Customer-provided Commercial Containers or Roll Carts. ● Customers may elect to use Commercial Lawn Care Service for disposal of Yard Trash.

- 5.1.2 The Administrative Agent may authorize the use of Curbside Service Containers by Commercial Customers where efficiency and other circumstances justify.
- 5.1.3 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 Franchisee to collect their Solid Waste and/or Yard Trash in shared Collection Containers. Franchisee shall be responsible for joint agreements.
- 5.1.4 Container type, size, and frequency of service shall be sufficient so that Commercial Customers are able to place all Solid Waste, Recyclables, and Yard Trash in the appropriate Collection Container without overflow.

5.2 Commercial Supplemental Collection Services

- 5.2.1 Franchisee shall offer Supplemental Collection Services to Commercial Customers including, but not limited to, the following:
 - A. Rolling out Collection Container and returning it to its original location.
 - B. Opening and closing doors or gates.
 - C. Locks for Collection Containers.
 - D. Unlocking and locking Collection Containers.
 - E. Moving Customer-owned container location, upon Customer’s request.
 - F. Changing out Collection Container size, if more than two times per year.
- 5.2.2 Commercial Customers desiring Supplemental Collection Services shall request such services directly from Franchisee. The specific arrangements for Supplemental Collection Services are to be determined between the Customer and Franchisee. No such services shall be provided until Franchisee notifies the Customer of the fee for such services and receives the Customer’s confirmation that the fee is acceptable.
- 5.2.3 Franchisee shall bill Customers directly for Commercial Supplemental Collection Services in accordance with the rates stated in Exhibit A and shall not include any surcharges not clearly defined and approved on Exhibit A.
- 5.2.4 Automatic renewals for service agreements between Franchisee and Commercial Customers must provide for cancellation notification which shall not exceed a four-month period and shall be printed in bold on any service agreement and monthly

billing statement.

5.3 Termination of Commercial Collection Services

- 5.3.1 Franchisee may terminate service to a Commercial Customer and shall report such termination within 24 hours to the Administrative Agent when a Commercial Customer fails to pay for service and in accordance with the following procedure:
- A. When a Commercial Customer's payment is 30 calendar days past due, the Franchisee may mail to such Commercial Customer a 10-day notice of intent to terminate service.
 - B. If such a Commercial Customer desires to dispute the bill, they shall notify the Franchisee within the ten-day period. Upon receipt of such notice of dispute, the Franchisee shall work to resolve the dispute within ten days.
 - C. In the event the balance remains unpaid after the ten-day period provided for above, or after ten days from the issuance of a written finding by the Administrative Agent pursuant to the dispute procedure in Section 16.2, Franchisee may discontinue Commercial Collection Service to that Customer, and in such event shall include on the daily report any notification to the Administrative Agent of the service termination.
- 5.3.2 Upon being notified of termination, the County may take whatever action it deems appropriate to enforce compliance with the provisions of County Code.
- 5.3.3 In the event service is terminated, Franchisee is authorized to remove any Collection Containers or other equipment belonging to Franchisee.
- 5.3.4 Franchisee is authorized to charge interest on delinquent Commercial Customer accounts and to charge a fee for resumption of service as provided in Sections 21.2.4 and 21.2.6.

6 Additional Services

6.1 Community Service

Franchisee shall provide, at its own expense and at no charge to the County or Customers, the following services for community programs:

- 6.1.1 Franchisee shall conduct up to 15 community clean-ups per year. For each community clean-up, Franchisee shall provide and service a minimum of two roll-off containers each at up to four sites, and up to three additional roll-off containers per event for such items as Yard Trash, White Goods, and Tires. Franchisee shall pull and empty each roll-off container up to three times per event. Franchisee shall deliver collected materials to the Designated Site(s). The County will be responsible for Drop-Off Charges associated with these services.
- 6.1.2 Franchisee shall provide Curbside Collection for up to 3,000 32-gallon bags of Solid Waste and up to 300 32-gallon bags of Program Recyclables collected annually during "Keep Sarasota County Beautiful" events or adoption clean-ups. Franchisee shall deliver Solid Waste to the Designated Disposal Site and Program Recyclables to the Designated Recycling Materials Processing Facility (RMPPF). The County will be responsible for Drop-Off Charges associated with this service.
- 6.1.3 Franchisee shall provide Collection for up to 24 events per year of illegal dumping in roads or rights-of-way upon request by the Administrative Agent. An event may be

the Collection of debris along an entire street and/or may require the use of a claw truck. Franchisee shall deliver this material to the Designated Disposal Site. The County will be responsible for Drop-Off Charges associated with this service.

6.2 State and Local Waste Diversion and Recycling Goals

- 6.2.1 The County reserves the right to implement new pilot or full-scale waste reduction and/or recycling programs, and if necessary to exempt Collection of additional materials from the exclusive right granted Franchisee, for the purpose of increasing recycling and helping the County strive toward State or local goals. This may include removing from the exclusive franchise commercial food waste from the Solid Waste material stream to support community composting projects, as well as providing assistance with composition studies and visual audits on designated routes.
- 6.2.2 The County reserves the right to negotiate with Franchisee to implement incentives to increase recovery of Recyclable Materials generated by Commercial Customers.
- 6.2.3 If the County desires Franchisee to assist in implementing any pilot program to evaluate strategies that increase waste reduction/recycling, improve Collection efficiency, and/or reduce solid waste management costs, Franchisee shall cooperate with the County in conducting such pilot studies and shall enter good faith negotiations with the County, if deemed necessary, for additional services provided by Franchisee to carry out such pilot programs. This shall include any policy changes related to a contaminated cart removal program.

7 Service Transition

7.1 Transition Prior to Commencement Date

- 7.1.1 Franchisee is responsible for providing a smooth transition in Collection Services to minimize inconvenience to Customers. To accomplish this objective, Franchisee shall participate in transition meetings as scheduled and conducted by the Administrative Agent and shall plan and manage the transition process so that no service interruption occurs, and any new services are in place by the Commencement Date.
- 7.1.2 Franchisee shall submit to the Administrative Agent, no later than 30 calendar days following the Effective Date, a plan detailing how Franchisee will plan and prepare for providing Residential Collection Services and Commercial Collection Services leading up to the Commencement Date (“Transition Plan”). The Transition Plan must be in Microsoft Excel format, detailed to the task level, and provide a thorough action plan with description by task, responsible party, and due date for each action item. The Transition Plan must meet the approval of the Administrative Agent. If the Administrative Agent does not approve any part of the Transition Plan, Franchisee shall provide a revised proposed Transition Plan within five business days of notification.
- 7.1.3 At a minimum, Franchisee must address the following categories in the Transition Plan. This list is not intended to identify all necessary tasks to be performed by Franchisee, but to provide a springboard for Franchisee to develop a comprehensive Transition Plan.
 - A. Contact List: List of key transition personnel including, but not limited to, service transition project manager, education and outreach coordinator, and operations

- manager (or similarly titled positions).
- B. Transition Meeting and Call Schedule: Proposed meeting and call schedule including, but not limited to, meetings with the Administrative Agent, County staff, and outgoing franchisee leading up to the Commencement Date.
 - C. Operations/Vehicle Maintenance Facility: Schedule for establishing an operations/vehicle maintenance facility meeting the requirements of Section 15.2.
 - D. Customer Service Office: Schedule for setting up a customer service office meeting the requirements of Section 15.1 and having equipment and staffing in place to begin receiving calls.
 - E. Roll Cart Request System: Schedule for developing and implementing a system for Curbside Customers to request a specific size Roll Cart and/or Recycling Cart as required in Section 4.
 - F. Roll Cart Assembly and Distribution (A&D): Coordination plan with County's cart vendor who will assemble, distribute, and provide an initial size swap of all Roll Carts and develop the asset management database at commencement of service.
 - G. Roll Cart Swaps: Schedule for Roll Cart swaps after initial trial period to be conducted by County and separate cart vendor. Schedule shall include a plan for receiving swap requests, initiating exchanges, and maintaining the asset management database.
 - H. Collection Containers: Schedule for providing manufacturer's detailed specifications documenting that all Collection Containers meet the specifications required herein. Schedule for purchasing all other Collection Containers and removing or replacing all Collection Containers owned by outgoing franchisee.
 - I. Fleet: Schedule for purchase and delivery of all vehicles, and for ensuring that all vehicles are street legal (registered, insured, licensed, and tagged). For all new purchases, Franchisee shall provide a list of vehicles, manufacturer, purchase order, and documentation of anticipated delivery date, along with periodic updates from the manufacturer.
 - J. Collection Plan: Schedule for providing the Collection Plan that details vehicles, equipment, service levels, schedules, routes in Geographic Information System (GIS) format, and meets the requirements of Section 9.1.
 - K. Safety Plan: Schedule for providing a written copy of a safety plan covering all aspects of operations under the Agreement as required in Section 12.6.
 - L. Education and Outreach: Schedule to assist the County with informing Class I, Class II, and Commercial Customers about Collection Services, container delivery, and Collection schedules prior to the Commencement Date.
 - M. Staffing and Training: Schedule for obtaining necessary labor and training staff on equipment and routes.
 - N. Routing: Schedule for developing Solid Waste, Recyclables, and Yard Trash routes, identifying obstacles such as low trees, narrow roadways, and overhead wires, and conducting dry-runs of Collection Routes.
 - O. Service Verification System: Schedule for providing and testing real time service verification system as agreed to by the County during negotiations. Schedule for onsite training for County staff on the use of web-based service verification system by appropriately trained professional personnel.

7.2 Transition Prior to Expiration of Collection Services

- 7.2.1 Should the County choose not to renew the Agreement, or should no renewal options remain, the County anticipates awarding a new agreement at least six months prior to expiration of the Agreement or any subsequent renewals. In the event a new agreement has not been awarded within such time frame, Franchisee agrees to provide Collection Services to the County for an additional six months beyond expiration of the Agreement at the then established rates to include any applicable rate adjustments in accordance with Exhibit E. Calculation of Annual Rate Adjustment, provided the County requests said services in writing at such time.
- 7.2.2 Prior to expiration of the Agreement, Franchisee shall work with the County and the newly selected franchisee to ensure a smooth transition period with no interruption of service, including, but not limited to, attending coordination meetings with the County and newly selected franchisee, coordination and cooperation in removal of franchisee-owned Collection Roll Carts and Containers used by Commercial Customers, and providing detailed Customer and service information, as requested.
- 7.2.3 Franchisee shall provide the Administrative Agent with complete and accurate Customer, Collection Container, and Collection Service information upon request, including but not limited to the following:
- A. Complete inventory of Collection Containers utilized by Class II (Site Service) and Commercial Customers, in a format acceptable to the County, that includes for each container its location (street address), use (i.e., Solid Waste, Yard Trash, or Recyclables), capacity, identification number, Collection frequency, current Collection schedule, Customer name, Customer contact information, and whether the container is Franchisee-owned or Customer-owned. If any replacement or exchange of Franchisee-owned Collection Containers listed in the Collection Container Inventory occurs after the Inventory is submitted; Franchisee shall notify the Administrative Agent.
 - B. Complete and accurate asset management database including all information associated with Roll Cart and Recycling Cart management.
- 7.2.4 Work with the newly selected franchisee to develop a mutually agreeable schedule for removal of Franchisee-owned Collection Containers and placement of new containers. The schedule shall ensure no interruption in Collection Services.
- 7.2.5 Franchisee shall allow the newly selected franchisee to purchase or rent for up to 90 days, Franchisee-owned Collection Containers from Franchisee. The purchase price and/or rental shall be negotiated between Franchisee and newly selected franchisee.
- 7.2.6 The County reserves the right to withhold payment to Franchisee for the final month of service until Franchisee has complied with all requirements of the Agreement. The final payment due to the Contractor shall not be processed for payment until Franchisee has complied with all requirements of the Agreement. If the Contractor does not comply, then the County shall complete the services and deduct the cost from the Final Payment. If the invoice for Final Payment is less than the cost incurred by the County, then the County will seek payment from Franchisee and may proceed to recover the cost through the Contractor's Payment and Performance Bond.

8 Hours and Holidays

8.1 Collection Hours

- 8.1.1 Franchisee shall perform Residential Collection Services Monday through Friday, except during Holiday weeks or as otherwise authorized by the Administrative Agent.
- 8.1.2 Franchisee shall not conduct Residential Collection Service or Commercial Collection Service prior to 6:00 a.m. or after 8:00 p.m. unless otherwise authorized by the Administrative Agent.

8.2 Holidays

- 8.2.1 Franchisee shall not be required to provide Collection Services on Holidays.
- 8.2.2 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.
- 8.2.3 If Franchisee does not provide Commercial Collection Service on Holidays, Franchisee shall provide Commercial Collection Services normally scheduled for that Holiday during the next business day following such Holiday.
- 8.2.4 Franchisee shall notify all Customers whose Collection day has been changed due to a Holiday at least three business days and not more than ten business days prior to the Holiday. Said notice, approved by the Administrative Agent, shall be made through email, social media, and other outlets to include a newspaper of general circulation as agreed upon between Franchisee and Administrative Agent, at Franchisee's expense.

8.3 Hours During Closure of Designated Sites

- 8.3.1 Franchisee shall not be required to provide Collection Services on days that the Designated Disposal Site or Designated RMPF is closed. If Collection Service is not provided due to facility closure, Franchisee shall notify all affected Customers in accordance with Section 8.2.4.
- 8.3.2 If Collection Services occur on a Saturday due to a Holiday schedule, the hours of the Designated Disposal Site and Designated RMPF will be extended to 5:00 p.m. on that Saturday.

9 Routes and Schedules

9.1 Collection Plan

- 9.1.1 Franchisee shall prepare a plan that details the vehicles, equipment, service levels, schedules, and routes for providing Collection Services in accordance with the provisions of the Agreement ("Collection Plan"). The Collection Plan shall be submitted to the Administrative Agent for approval in accordance with the schedule established in the Transition Plan as approved by the Administrative Agent.
- 9.1.2 At a minimum, the Collection Plan shall include the following:
 - A. Schedule of routes by service type.
 - B. Map for each route showing the day of the week, route boundaries, and the starting point(s) and ending point(s) for Collection Services. Collection routes shall be provided in Geographic Information System (GIS) format that is

acceptable to the County's GIS Department.

C. Vehicle/equipment list including the make, type, year, license number, and ID number for each vehicle.

- 9.1.3 Franchisee shall ensure that the Collection Plan keeps changes to existing Collection routes to a minimum, except to meet restrictions regarding hours and days of Collection required or for efficiency.
- 9.1.4 Franchisee shall provide Collection Services in accordance with the routes and schedules in the Collection Plan.

9.2 Changes in Collection Services

- 9.2.1 Following the Commencement Date, Franchisee may only change Residential Collection Service routes and schedules upon approval by the Administrative Agent. Franchisee shall submit to the Administrative Agent a description of all route and schedule changes, including service levels, at least 30 calendar days prior to implementation of such changes or in accordance with an alternate notification deadline approved by the Administrative Agent.
- 9.2.2 Franchisee shall notify all affected Customers in writing regarding approved Collection changes no later than two weeks prior to such change. This shall include any support equipment or staff from other areas and contracts utilized to perform County operations.
- 9.2.3 Franchisee shall inform the Solid Waste Management Department of any delays in the daily Collection schedule (e.g., disabled trucks, accidents, or shortage of staff causing route delays) that last for more than two hours. Franchisee shall provide the Administrative Agent a revised vehicle/equipment list within 24 hours of the effective date of any change.

9.3 Addition of New Customers

- 9.3.1 Franchisee shall provide Collection Services to new Customers within seven calendar days of receiving notification from Customer or the Administrative Agent. The Solid Waste Management Department 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.
- 9.3.2 Franchisee shall provide Collection Services to Customers in areas added by the County to the Franchisee's Service District during the term of the Agreement. Franchisee will charge the same rates to these Customers as other Customers in the Service District, and Customer billing will be handled in the same fashion.
- 9.3.3 At the direction and approval of the Administrative Agent, Franchisee shall provide Collection Services to customers in the unincorporated County that are not located within the Service District.
 - 9.3.3.1 Franchisee shall bill these customers directly for Collection and disposal. Billings can be made for service one year in advance. Franchisee shall provide prorated refunds to customers discontinuing service prior to the end of their pre-paid term of service within 30 days of notification of cancellation.
 - 9.3.3.2 Franchisee shall bill these residential customers for Collection and disposal at a rate not to exceed the pro-rated Annual Assessment charged to

Residential Customers in the Service District, plus ten percent (10%). Franchisee shall remit the disposal portion of the rate to the County.

9.3.3.3 Franchisee shall bill these Residential Customers for Supplemental Collection Services at rates not to exceed the Rates stated in Exhibit A for such services and adjusted as specified in Exhibit E, plus ten percent (10%).

9.3.3.4 Franchisee shall bill these Commercial Customers for Collection Service, Container rental, disposal, and Supplemental Collection Services at rates not to exceed the Rates stated in Exhibit A and adjusted as specified in Exhibit E for such services, plus ten percent (10%).

10 Collection Containers

10.1 Collection Container Specifications

10.1.1 Roll Carts and Recycling Carts supplied by the Franchisee shall meet the specifications provided in Exhibit H and are subject to approval by the Administrative Agent.

10.1.2 Site Service Containers, Site Service Recycling Containers, and Commercial Containers supplied by Franchisee shall have attached lids, shall be of equivalent or better quality than those previously in use by the County and are subject to approval by the Administrative Agent. Class II Containers (Site Service) and Commercial Containers shall have lettering not less than three inches in height stating: "Sarasota County Solid Waste Services." Site Service Recycling Containers shall include a clear and visible label stating the type of Recyclable Material to be placed in the container and shall have lettering not less than one- and one-half inches high identifying the owner of the container.

10.1.3 Open-top roll-off containers shall not be used for Collection of putrescible waste unless approved by the Administrative Agent. If approved by the Administrative Agent, roll-off containers used to collect putrescible waste must be equipped with a cover that meets the approval of the Administrative Agent.

10.1.4 Franchisee shall submit to the Administrative Agent the manufacturer's detailed specification sheets (general product summary sheets will not suffice) for the Roll Carts, Recycling Carts, Class II Containers, Class II Recycling Containers, and Commercial Containers the Franchisee intends to utilize documenting that they meet the required specifications.

10.1.5 All hot-stamp and label text and designs for Collection Containers are subject to approval by the Administrative Agent prior to use.

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

10.2 Provision of Collection Containers for Curbside Service

10.2.1 The County shall provide each Class I and Class II Residential Customers receiving Curbside Service with the Collection Containers specified below in accordance with the Transition Plan.

Curbside Service	Solid Waste	Program Recyclables
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	One 96-gallon Roll Cart, with 64-gallon and 32-gallon Roll Carts available upon request by Customer, to all Class I Customers and Class II Customers receiving Curbside Service that do not have such carts.	One 64-gallon Recycling Cart, with 96-gallon and 32-gallon Recycling Carts available upon request by Customer, to all Class I Customers and Class II Customers receiving Curbside Service that do not have such carts.
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- 10.2.2 Franchisee shall maintain an adequate supply of Collection Containers for Curbside Service and shall deliver new and additional Roll Carts and Recycling Carts to Customers receiving Curbside Service within seven calendar days of receiving a request for said containers.
- 10.2.3 Within seven calendar days of receiving a request from the Customer or County, Franchisee shall exchange a Residential Customer’s Roll Cart or Recycling Cart for a Roll Cart or Recycling Cart of a different size. Franchisee shall provide one Roll Cart and one Recycling Cart exchange per Residential Customer at no additional charge to the Customer or the County. For each additional exchange per Residential Customer, Franchisee may charge the Customer a Cart exchange fee not to exceed fifty dollars (\$50.00) in accordance with Exhibit A. Rate Sheet. This exchange policy is based on Residential Customer, not property address. Therefore, should a property become occupied by a new Residential Customer, that Customer is entitled to one Roll Cart and one Recycling Cart exchange at no charge even if a previous Customer at that address had exchanged cart sizes. Franchisee shall be responsible for the billing and collection of exchange fees, which shall be retained by Franchisee. It shall be noted, that through a separate contract with a cart vendor, the County will provide an initial exchange period for Residential Customers at the commencement of service. All exchanges occurring after this initial period will become the responsibility of the Franchisee.
- 10.2.4 Within seven calendar days of receiving a request from the Customer or County, Franchisee shall supply additional Residential Customer Roll Cart or Recycling Cart to Class I Customers or eligible Class II Customers, as determined by the Administrative Agent at rates established in the rate sheet located in Exhibit A. Franchisee shall be responsible for billing and collection of Fees for additional Roll Carts, which shall be retained by Franchisee. Franchisee shall service additional Roll Carts or Recycling Carts at no additional Fee to the County.

10.3 Provision of Collection Containers to Class II (Site Service) Customers and Commercial Customers

- 10.3.1 Class II Customers not deemed eligible for Curbside Service by the Administrative Agent and Commercial Customers may provide their own Class II/Commercial Containers and/or Class II/Commercial Recycling Containers, provided they are of sufficient size and number and are compatible with the Franchisee’s Collection equipment or they may obtain such Collection Containers from Franchisee.
- 10.3.2 For Class II Customers not providing their own containers and not deemed eligible for Curbside Service, Franchisee shall provide Roll Carts or Class II Containers for Solid Waste and Yard Trash and Recycling Carts or Class II Recycling Containers for Program Recyclables. Class II Customers previously utilizing Roll Carts and Recycling

Carts should already have County-owned Roll Carts and Recycling Carts. Franchisee shall provide containers of sufficient size and number to store all Solid Waste, Yard Trash, and Program Recyclables generated by that Customer.

- 10.3.3 For Commercial Customers not providing their own containers, Franchisee shall provide Roll Carts or Commercial Containers for Solid Waste. Franchisee shall provide containers of sufficient size and number and Collection Service of sufficient frequency to adequately store the Solid Waste generated by the Commercial Customer.
- 10.3.4 Upon request by a Commercial Customer, Franchisee shall provide Roll Carts or Commercial Containers for Yard Trash and/or Recycling Carts or Commercial Recycling Containers for Recyclable Materials. Franchisee shall provide containers of sufficient size and number to store all Yard Trash or Recyclable Materials generated by that Customer.
- 10.3.5 Franchisee shall distribute County-approved Collection Containers to Class II (Site Service) and Commercial Customers in accordance with the Transition Plan and to new Customers requiring such containers within seven calendar days of receiving a request for said containers.
- 10.3.6 Collection Containers used by Class II (Site Service) and Commercial Customers shall be placed in locations that allow easy access and convenient use by Customers, and that are readily accessible to 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.
 - 10.3.6.1 In the event the Customer and Franchisee cannot agree on an appropriate location for Collection Containers, the Administrative Agent shall mediate the dispute and designate the point of Collection.
 - 10.3.6.2 When necessary, the Administrative Agent may authorize placement of Collection Containers off the Premises. Public right-of-way may only be used in circumstances where the placement of containers shall not interfere with or obstruct the primary purpose of the right-of-way.
- 10.3.7 Franchisee may supply and maintain specialized containers such as roll-off containers or compaction containers, if requested by the Class I Customer, Class II Customer, or Commercial Customer, 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 or does not meet the requirements herein. Collection frequency of less than once every 14 days for non-putrescible materials is allowed and subject to audit by the Administrative Agent for compliance.

10.4 Maintenance, Repair and Replacement of Collection Containers

- 10.4.1 Franchisee shall maintain all Collection Containers that are not Customer-owned in good working order throughout the entire term of the Agreement.
- 10.4.2 Class II (Site Service)/Commercial Containers shall have solid, substantial bottoms; shall be equipped with a removable plug for the purpose of clean out; and shall be free of rust holes, broken hinges, broken doors or door fasteners, broken wheels, or broken lids.

- 10.4.3 Class II Containers (Site Service) and Commercial 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 or as directed by the Administrative Agent.
 - 10.4.4 Franchisee, at its own expense, shall repair or replace damaged, destroyed, or stolen Collection Containers that are not Customer-owned within three business days of notification by the County or Customer.
 - 10.4.5 If Franchisee damages or destroys any Customer-owned containers, Franchisee shall repair or replace said containers, at Franchisee's own expense, within three business days of notification by the County or Customer.
 - 10.4.6 Franchisee will not be responsible for unintentional damage, or damage caused to containers by an act unlikely in normal circumstances to have resulted in said damage to Customer-owned containers that do not comply with the requirements of the County Code.
 - 10.4.7 Franchisee shall procure and maintain at its expense all essential spare parts for Collection Containers and shall develop and maintain a readily available source of such parts.
 - 10.4.8 Franchisee shall maintain Customer-owned containers upon request by Customer for an additional fee to be negotiated between Franchisee and the Customer.
- 10.5 Ownership of Collection Containers
- 10.5.1 Franchisee shall retain ownership of all Franchisee-provided Collection Containers until termination of the Agreement. At that time, ownership of Roll Carts and Recycling Carts utilized by Class I (Curbside Service) Customers and Class II (Curbside Service) Customers shall revert to the County.
 - 10.5.2 Franchisee-owned Class II Containers (Site Service) and Class II Recycling Containers (Site Service), Commercial Containers, and Commercial Recycling Containers shall remain the sole property of Franchisee.
 - 10.5.3 Upon expiration of the Agreement, Franchisee shall make all Franchisee-provided Class II Containers (Site Service), Class II Recycling Container (Site Service), Commercial Containers, and Commercial Recycling Containers available to the newly selected franchised hauler pursuant to the provisions of Section 7.2.5.

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 the Agreement. In the event duties specified in the Agreement are not performed, Franchisee shall increase the supply of Collection vehicles, equipment, and employees necessary to perform the services and meet the performance requirements identified herein. Franchisee shall provide new Collection vehicles at the beginning of the Agreement with no front-line vehicle to exceed 10 years of age during the initial term or any renewal period. Equipment shall be compatible in size and weight to the areas in which such equipment is utilized. Collection fleet shall be fueled by Compressed Natural Gas (CNG), or other

alternative fuel sources as approved by Administrative Agent. Franchisee must obtain approval in writing by Administrative Agent for any Collection fleet not utilizing CNG or an alternative fuel source approved by Administrative Agent.

- 11.1.2 All truck bodies must be watertight to a depth sufficient to prevent discharge of accumulated water during loading and transport operations, have solid metal sides and covered metal top, and be equipped with litter shields or other devices designed to contain the load.
- 11.1.3 All truck bodies must be fully enclosed with a metal top or alternatively equipped with a tarpaulin or net cover with mesh of sufficient size to prohibit release of materials. 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 Franchisee shall equip all vehicles used to provide Collection Services with appropriate safety equipment and two-way radio, cellular telephone, or other equipment appropriate for communication as approved by the Administrative Agent.
- 11.1.5 Franchisee shall equip all vehicles used to provide Residential Collection Service with appropriate racks for Collection of Tires, used oil, and oil filters so as to prevent spillage.
- 11.1.6 Franchisee shall equip all vehicles used for Collection of White Goods or E-waste with appropriate ancillary equipment so as to avoid breakage of such equipment or of refrigerant lines.
- 11.1.7 Franchisee shall keep all equipment in good repair and shall monitor all vehicles to prevent fuel and lubricant leaks or spills. All spills discovered shall be cleaned up immediately.
- 11.1.8 Franchisee shall keep all equipment in sanitary, clean condition at all times. Franchisee shall wash Collection vehicles thoroughly on the outside and sanitize them with a suitable disinfectant and deodorant a minimum of once per week (or more frequently if necessary).
- 11.1.9 Franchisee shall equip all vehicles used to provide Collection Service with Global Positioning System (GPS) tablets, or other equipment as necessary to provide real-time service verification and asset management database systems as required in Section 17.1.
- 11.1.10 Prior to use, a tare weight for all Collection vehicles to be used to provide Collection Services will be established at the County's scale house. 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 scale house and County records to reflect any changes in tare weight.
- 11.1.11 Upon award of contract, the Administrative Agent will provide Franchisee the necessary gate access cards or other access equipment necessary to enter the County's Designated Disposal Site.

11.2 Reserve Vehicles and Equipment

Franchisee shall have sufficient reserve vehicles and equipment to complete daily Collection routes according to established schedules and hours of Collection. The use of reserve

vehicles and equipment shall include, but not be limited to, occasions when frontline vehicles and equipment are out of service; when delays prevent frontline vehicles and equipment from completing their daily Collection route(s) within the established hours of Collection; and during times of especially large waste generation such as holidays, special events, and storm events.

11.3 Identification

11.3.1 Franchisee's name and customer service telephone number shall be displayed at all times in letters at least four inches high on both side doors of all Collection vehicles. Truck identification numbers shall be displayed at all times in letters at least four inches high on all four sides of all Collection vehicles.

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

11.4 Right to Inspect Vehicles

Franchisee shall permit the Solid Waste Management Department to inspect the vehicles, equipment, licenses, and registrations at any reasonable time. The County reserves the right to inspect each vehicle, every day, prior to its use in the County.

12 Collection Procedures

12.1 General Collection Procedures

12.1.1 Franchisee shall thoroughly empty Collection Containers and return them with lids closed in an upright position to their original location, unless conditions warrant otherwise, as approved by the Administrative Agent.

12.1.2 Franchisee shall handle Collection Containers in a manner to prevent damage.

12.1.3 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 in writing to Franchisee and the County prior to accessing the property.

12.1.4 Franchisee's employees shall take care to prevent damage to public and private property and roadways, including flowers, shrubs, and other plantings.

12.1.5 Franchisee shall immediately pick up any spillage occurring from Curbside Containers when caused by the Franchisee. Overloaded Class II Containers (Site Service) and Commercial Containers shall not be considered spillage by the Franchisee.

12.1.6 Franchisee shall pick up, haul and transport Solid Waste, Recyclable Materials, and Yard Trash in a manner that prevents materials from falling from, blowing off, or in any way escaping from the vehicle or device. Franchisee shall immediately stop the vehicle and retrieve any material that was released or fell from the vehicle for any reason.

12.2 Mixing of Loads of Materials

12.2.1 Franchisee shall not combine loads of Residential Waste, Yard Trash, or Program Recyclables or Commercial Waste collected within the Service District with loads of

Solid Waste, Yard Trash, or Recyclable Materials collected outside of the Service District without prior written approval of the Administrative Agent.

- 12.2.2 Franchisee shall not combine Solid Waste, Yard Trash, Program Recyclables, Bulk Waste, White Goods, E-waste, used oil, oil filters, or Tires, or other materials agreed by the Franchisee to be collected separately.
- 12.2.3 Franchisee shall not combine Solid Waste, Yard Trash, or Program Recyclables generated by Residential Customers with Solid Waste, Yard Trash, or Program Recyclables generated by Commercial Customers without prior approval of the Administrative Agent. At the sole discretion of the County, such combining of waste streams may be considered in instances where efficiencies will result in savings for the Customer. Franchisee must make written petition to the Administrative Agent 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.

12.3 Non-Collection Procedures

- 12.3.1 Franchisee shall develop a durable tag or sticker to be placed on any container or waste that has not been set out for Collection in accordance with the provisions of the Agreement or County Code which shall be known as a “Non-Collection Notice.” The design and content of the Non-Collection Notice(s) used by Franchisee is subject to approval by the Administrative Agent. At a minimum, the Non-Collection Notice(s) 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 Franchisee’s telephone number for any further questions.
- 12.3.2 Franchisee shall record all non-collection events in a Non-Collection Notice Log and submit this log daily to the Administrative Agent in accordance with Section 17.2 unless otherwise specified herein.
- 12.3.3 Franchisee is not required to collect Solid Waste, Program Recyclables, Yard Trash, E-waste, used oil, oil filters, or Tires that have not been properly placed for Collection in accordance with County Code. If not collected, Franchisee shall immediately place a Non-Collection Notice on the container for non-conforming materials.
- 12.3.4 Franchisee shall reasonably attempt to identify, through visual observation, hopper cameras, etc., any materials not included in the definition of Program Recyclables (“Non-Conforming Materials”) that have been placed in Recycling Containers. Franchisee shall not collect such Non-Conforming Materials and shall place a Non-Collection Notice on the Recycling Container indicating why the material was rejected.
- 12.3.5 In the event Class II Containers (Site Service), Commercial Container, Class II Recycling Container (Site Service), or Commercial Recycling Container is overfilled and cannot be safely dumped, Franchisee shall place a Non-Collection Notice on the container, notify the Customer of the first offense, and reschedule service. Such rescheduling shall be considered a Supplemental Collection Service, which can be arranged between Franchisee and the Customer for an additional charge. In the event there is a second offense Franchisee shall place a Non-Collection Notice on the container, notify Customer of the second offense and potential fines that may be levied, and

report to County. Third and subsequent offenses shall be reported to the County for referral to Code Enforcement.

- 12.3.6 Franchisee shall refuse to collect Solid Waste from any Customer if Franchisee believes that such Solid Waste contains Hazardous, Radiological, or Biomedical Waste. If Franchisee believes a Customer is depositing such waste for Collection, Franchisee shall place a Non-Collection Notice on the container and immediately notify the Solid Waste Management Department. If the generator of such waste is unknown, Franchisee shall work with the Solid Waste Management Department to identify the generator of such waste.
- 12.3.7 If Class II Containers (Site Service), Commercial Container, Class II Recycling Container (Site Service), or Commercial Recycling Container is inaccessible or blocked, 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.

12.4 Program Recyclables

- 12.4.1 From the time of placement of Program Recyclables by Residential Customers at the Curbside or other authorized location specified for Collection under this Agreement, such Program Recyclables shall become and be the sole property of Sarasota County or its authorized agent. Neither the Franchisee nor its employees shall have the right to take, keep, process, alter, remove, or otherwise sell or dispose of any Program Recyclables generated by Residential Customers without specific written authorization from the Administrative Agent.
- 12.4.2 Franchisee may compact Container Program Recyclables and/or Single Stream Recyclables while on board the Franchisee's vehicle provided that the density does not exceed 300 pounds per cubic yard, unless otherwise approved by the Administrative Agent. Pounds per cubic yard shall be computed by dividing the net weight of the load by the cubic yards of the delivering vehicle compartment holding the Recyclables.

12.5 Access to Streets and Collection Containers

- 12.5.1 Franchisee's vehicles shall not unreasonably interfere with vehicular or pedestrian traffic and vehicles shall not be left standing on streets and alleys unattended.
- 12.5.2 In those instances where a public or private street is temporarily closed to vehicular traffic, Franchisee shall return within 24 hours of the normal Collection schedule to service Customers located on the street. If at that time the street is still temporarily closed, Franchisee shall notify the Administrative Agent and provide Collection Service to such Customers on the next regularly scheduled Collection day unless otherwise directed by the Administrative Agent.
- 12.5.3 The County reserves the right to deny 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 Franchisee with reasonable notice of such access denial so that this action does not interfere unduly with Franchisee's normal operation.
- 12.5.4 If certain streets, alleys, and public and private ways become 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 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 Administrative Agent.

- 12.5.5 If efforts to resolve situations that prevent or hinder Franchisee from gaining access to provide the Collection Services required in the Agreement are unsuccessful, Franchisee shall report such cases to the Administrative Agent.

12.6 Safety Program

- 12.6.1 Franchisee shall develop, implement, and maintain for the term of the Agreement a safety program for all operations covered under the Agreement (“Safety Plan”). A written copy of the Safety Plan shall be provided to the Administrative Agent in accordance with the approved Transition Plan submitted pursuant to Section 7.1.3. Franchisee shall continuously update the safety plan to reflect any changes and deliver an updated plan to the Administrative Agent whenever any changes occur.
- 12.6.2 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.
- 12.6.3 Safety equipment applicable to the work performed and required by regulation or law shall be provided to employees and others working on behalf of Franchisee. All materials required for first aid shall be provided and maintained by Franchisee.
- 12.6.4 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 Administrative Agent’s request.

13 Designated Sites

13.1 Designated Disposal Site for Solid Waste and Yard Trash

- 13.1.1 Franchisee shall deliver Solid Waste, Yard Trash, Bulk Waste, White Goods, E-waste, used oil, oil filters, and Tires to the Central County Solid Waste Disposal Complex (CCSWDC) located at 4000 Knights Trail Road, Nokomis, FL 34275 (Designated Disposal Site) during normal operating hours. CCSWDC normal operating hours are 8:00 a.m. to 5:00 p.m., Monday through Friday and 8:00 a.m. to 2:00 p.m. on Saturday. If Collection Services occur on a Saturday due to a Holiday schedule, the hours of the Designated Facility will be extended from 8:00 a.m. to 5:00 p.m. on that Saturday. Designated Disposal Site hours of operation are subject to change.
- 13.1.2 At the time of delivery, 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 Administrative Agent.
- 13.1.3 The County may add additional roadway accessibility to the CCSWDC. If so, Franchisee and the Solid Waste Management Department shall negotiate in good faith to adjust payment to Franchisee to reflect reduced mileage.

13.2 Designated RMPF for Program Recyclables

Franchisee shall deliver all Program Recyclables generated by Residential Customers to the following Designated RMPFs during normal operating hours, which are 8:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to 12:00 noon Saturday. If Collection Services

occur on a Saturday due to a Holiday schedule, the hours of the Designated RMPS will be extended from 8:00 a.m. to 5:00 p.m. on that Saturday. Designated RMPF hours of operation are subject to change.

- A. Single Stream Recyclers, LLC (3901 N. Orange Avenue, Sarasota, FL 34234)
- B. Jackson Road Transfer Station (Sarasota County) 250 South Jackson Rd, Venice, FL 34292

13.3 Change in Designated Sites

The County may change a Designated Site with advance notice to Franchisee. Should such change be made, Administrative Agent and Franchisee shall negotiate in good faith appropriate changes to Rates, which are subject to Board approval.

14 Employees and Supervisors

14.1 Operations Manager

14.1.1 Franchisee shall appoint an individual who is one hundred percent (100%) dedicated to overseeing and implementing the Collection Services provided pursuant to the Agreement, ensuring compliance with the terms of the Agreement, and with the authority to make significant decisions regarding Collection Services (“Operations Manager”). All Route Managers shall report to the Operations Manager.

14.1.2 Prior to appointment, Franchisee shall submit the qualifications of any proposed Operations Manager to the County for approval. The Operations Manager shall have at least 10 years of prior managerial experience with solid waste collections of this nature and size. The County reserves the right not to approve the proposed Operations Manager if the individual is deemed not to be qualified based on the County’s sole judgment. Franchisee shall obtain County approval prior to appointment of any Operations Manager.

14.1.3 The Operations Manager shall be the primary point of official contact on behalf of Franchisee for all technical and administrative matters pertaining to the Agreement. At all times during the term of the Agreement, the County shall have access to the Operations Manager. Any communications or writings that may be required under the Agreement to be given to Franchisee shall be delivered to the Operations Manager. Such communications or writings shall be considered as having been received by Franchisee when delivered to the Operations Manager.

14.1.4 The Operations Manager shall have direct access to Franchisee’s entire management organization for resolving problems beyond the Operations Manager’s authority.

14.2 Collection Supervision

Franchisee shall designate one or more collection supervisor(s) (“Collection Supervisor”), who shall oversee provision of the Collection Services according to the terms of the Agreement. The County may require Collection Supervisors for up to four lines of business (Residential Solid Waste, Residential Yard Trash, Residential Recycling, and Commercial/Roll-off). The Collection Supervisors shall be readily available by two-way radio or cellular telephone at least between 6:00 a.m. and 8:00 p.m. Monday through Friday, and Saturdays during Holiday weeks. At least one Collection Supervisor shall be available by radio or cellular telephone every Saturday between 6:00 a.m. and 8:00 p.m.

14.3 Dedicated Personnel

The Operations Manager, Collection Supervisors, general Administrative Manager, and other key personnel assigned by Franchisee to the Agreement shall be dedicated solely to the Agreement. No internal reorganization by Franchisee shall remove Franchisee's obligation to meet this requirement.

14.4 Employee Conduct

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

14.5 Employee Appearance and Identification

Franchisee must furnish each Collection employee with a uniform that identifies the employee and Franchisee and complies with Franchisee's Safety Program. The County reserves the right to approve the identifiers or identification furnished by Franchisee.

14.6 Removal of Employees

The Administrative Agent reserves the right to disapprove or request removal of any Franchisee personnel assigned to the Agreement. Such disapproval or request shall be for reasonable cause and shall be addressed in writing to Franchisee's Operations Manager.

15 Office and Facility

15.1 Customer Service Office

15.1.1 Franchisee shall maintain a customer service office located within Sarasota County with a local number that is answered by staff located at the customer service office unless otherwise approved by the Administrative Agent. At a minimum, such office shall be open between the hours of 8:00 a.m. and 5:00 p.m. Monday through Saturday for the transaction of business, unless otherwise approved by the Administrative Agent.

15.1.2 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 Saturday. The office shall be equipped with a two-way communication system to contact the Collection Supervisors, all Collection vehicles, and Franchisee's dispatcher (if applicable).

15.1.3 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 taped messages when the office is closed.

15.1.4 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 Administrative Agent's approval.

15.1.5 Upon request of the County, Franchisee shall provide adequate office space to house County personnel to monitor Franchisee's operations and compliance with the Agreement.

15.2 Operations/Vehicle Maintenance Facility

Franchisee shall have an operations/vehicle maintenance facility located within Sarasota County unless otherwise approved by the County.

16 Complaints and Disputes

16.1 Calls and Communications

- 16.1.1 Franchisee shall maintain a log of all calls or other communications received from Customers or from the Solid Waste Management Department related to services provided under the Agreement, including all inquiries, complaints, and compliments (Customer Call Log). The log shall be developed and kept in accordance with Section 17.2.4.
- 16.1.2 The Customer Call Log should specifically identify Missed Collections and Legitimate Complaints. Legitimate Complaints can be based on County observations, reports from Customers, or County review of Franchisee's Customer Call Log, service verification tracking, or other records and reports. Legitimate Complaints shall include any instance when Franchisee did not perform Collection Services in accordance with provisions of the Agreement including, but not limited to, the following:
- A. Missed Collections
 - B. Continued or repeated misses of a particular Customer or segment of the Service District
 - C. Misuse and/or mishandling of Solid Waste or Collection Containers
 - D. Damage to public or private property
 - E. Failure to obey traffic regulations
 - F. Discourteous treatment of Customers
- 16.1.3 If Administrative Agent or a Customer notifies Franchisee of failure to provide Collection Services of properly prepared materials to a Customer on the Customer's regularly scheduled service day ("Missed Collection") before 12:00 p.m. Monday through Saturday, Franchisee shall return to the Customer's Premises before 7:00 p.m. the same day of the notification and collect all properly prepared Solid Waste, Yard Trash, and/or Program Recyclables. If notification of a Missed Collection is received after 12:00 p.m. Monday through Friday, Franchisee shall make every effort to collect all properly prepared Solid Waste, Yard Trash, and/or Program Recyclables that same day, but shall make such Collection no later than 12:00 p.m. the following day, including Saturdays. If notification of a Missed Collection is received after 12:00 p.m. on Saturday or anytime on Sunday, Franchisee shall collect all properly prepared Solid Waste, Yard Trash, and/or Program Recyclables before 12:00 p.m. on the next business day.
- 16.1.4 Franchisee shall resolve all complaints as expeditiously as possible and shall take whatever steps are necessary to remedy the cause of a complaint within 24 hours after receiving notification from the Customer or the Solid Waste Management Department.
- 16.1.5 Franchisee shall notify the Solid Waste Management Department of the resolution of all Customer complaints received from the Customer or from the Solid Waste Management Department, within 24 hours of such receipt.
- 16.1.6 Franchisee shall notify the Solid Waste Management Department of any issues that have not been resolved within 24 hours after receiving notification. Franchisee may request, and the Administrative Agent may grant, additional time to remedy a

complaint when necessary.

- 16.1.7 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.
- 16.1.8 Franchisee shall immediately notify the Solid Waste Management Department of any complaint involving a Residential or Commercial Customer's claim of damage to private property as a result of actions of Franchisee. Franchisee shall promptly repair any such legitimate damage claim at its sole expense within three business days as approved by the Administrative Agent. Upon the request of Franchisee, the Administrative Agent may grant a time extension. Proof of the need for an extension shall be submitted by Franchisee in writing. Franchisee shall provide the Solid Waste Management Department with a full written explanation of the disposition and resolution of such complaint.

16.2 Dispute Resolution

- 16.2.1 The Administrative Agent shall investigate all unresolved disputes between a Customer and Franchisee. The Administrative Agent shall resolve such disputes.
- 16.2.2 The Administrative Agent shall notify Franchisee or the Customer, as appropriate, in writing of deficiencies, default in performance, or a dispute regarding implementation of County Code or provisions of the Franchise Agreement.
- 16.2.3 Franchisee or Customer has seven days to correct any deficiency or default unless otherwise specified herein or if additional time has been granted by the Administrative Agent.
- 16.2.4 Any decision may be appealed to the Director. The Director shall have the final determination to resolve disputes.

17 **Monitoring and Reporting**

17.1 Service Verification System

- 17.1.1 Franchisee shall provide and maintain a service verification system with real-time, web-based access by Solid Waste Management. Service verification software shall be capable of providing real-time, live reports online that can be downloaded in PDF and Excel formats. The system shall be free of any requirements for the County to install and support any back-office software for the collection and delivery of such information. Franchisee is responsible for all associated software costs and maintenance.
- 17.1.2 Service verification system shall utilize a web-based map providing locations of Customers or Collection Containers, showing real-time vehicle location and progress in completing each route (GPS tracking), and documenting Collection events. The system should also be capable of generating reports as needed based on Collection Service activity, including, but not limited to, Collection events, non-collection events and reason for such non-collection, resolution of Missed Collections, and set-out rates. Variables and fields used to supply and manage this information shall include, but not be limited to:
 - A. Collection Container type and size (Roll Cart, Recycling Cart, etc.)

- B. Collection event date, time, and latitude/longitude coordinates
 - C. Customer unique ID and address (County parcel number shall be used for Residential Customers)
 - D. Radio Frequency Identification (RFID) tag number (from County's original Roll Cart dataset)
 - E. Collection Container serial number
 - F. Route and truck information
 - G. Other information as requested by the Administrative Agent
- 17.1.3 For any Collection Containers for which ownership reverts to the County at the end of the Agreement, the service verification system shall include an asset management database through which Franchisee shall be responsible for reporting and tracking the movement of all such Collection Containers, including Roll Carts and Recycling Carts. The database shall include deliveries, removals, exchanges, repairs, provision of additional Roll Carts or Recycling Carts, warranty recovery, and other information necessary to manage cart assets, subject to approval of the Administrative Agent. Franchisee shall make all adjustments to the database within 48 hours of physical inventory exchange and completion of work order. All software used shall have the ability to generate reports based on Collection Container activity including maintenance and inventory reports. Data fields shall include, but not be limited to:
- A. Work order number, date, and status
 - B. Container type
 - C. Customer unique ID and address
 - D. Collection Container serial numbers, new and old if replacement is required
 - E. Recovery and delivery latitude/longitude coordinates
 - F. Route information
 - G. Other information as requested by the Administrative Agent
- 17.1.4 The asset management information shall be uploaded into the web-based service verification system no later than seven calendar days following the Commencement Date and maintained throughout the term of the Agreement.

17.2 Recordkeeping

- 17.2.1 All logs required in this section shall be maintained and kept current in an electronic database utilizing Microsoft Excel software in formats approved by the Administrative Agent. The database shall be readily available to the County at any time through a shared network folder or by otherwise providing the County electronic access.
- 17.2.2 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.
- 17.2.3 Non-Collection Notice Log. Franchisee shall maintain a log of all locations where Non-Collection Notices have been placed. At a minimum, the log shall include individual fields for the following information: date when the Non-Collection Notice was placed, Customer location, Customer type (Class I, Class II, or Commercial Customer), and reason for each Non-Collection Notice.
- 17.2.4 Customer Call Log. Franchisee shall maintain a log of all calls or other

communications received from Customers related to services provided by Franchisee including all inquiries and complaints. At a minimum, the log shall include individual fields for the following information: date and time the call was received by Franchisee, Customer name, Customer contact information, Customer location, Customer type (Class I, Class II, or Commercial Customer), purpose for call, date the issue was resolved, and description of how the issue was resolved.

17.2.5 Program Recyclables Log. Franchisee shall maintain a log of the weight of each load of Program Recyclables delivered to the Designated RMPFs. At a minimum, the log shall include individual fields for the following information: date of delivery, Designated RMPF to which the Program Recyclables were delivered, the weight of each load of Program Recyclables.

17.2.6 Bulk Waste, White Goods, E-waste, and Tires Log. Franchisee shall maintain a log of the Bulk Waste, White Goods, E-Waste, and Tires collected from Class I and Class II Customers. At a minimum, the log shall include individual fields for the following information: date of Collection, Customer location, Customer type, whether or not Collection was requested by the Customer as Supplemental Service or provided as part of the included free annual Collection Services, type of material collected (Bulk Waste, White Goods, E-waste, or Tires), and quantity of material.

17.3 Daily Report

17.3.1 By 9:00 a.m. of each business day, Franchisee shall submit the Customer Call Log and Non-Collection Notice Log, and any Commercial Customer services terminated under provisions identified herein for the previous business day to the Administrative Agent.

17.3.2 Franchisee shall immediately notify the Solid Waste Management Department of any delays in the daily Collection schedule (e.g., disabled trucks, accidents, or shortage of staff causing route delays) that last for more than two hours, as required in Section 9.2.3.

17.3.3 Franchisee shall notify the Solid Waste Management Department 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 12.3.6.

17.3.4 Franchisee shall notify the Solid Waste Management Department in the event Collection Service to a Commercial Customer is terminated for delinquent payment, as required in Section 5.3.1.

17.3.5 Franchisee shall immediately notify the Solid Waste Management Department of any accidents involving Franchisee's staff or vehicles resulting in injury, fatality, and/or damage to public or private property.

17.4 Monthly Report

17.4.1 Franchisee shall submit Monthly Reports to the Administrative Agent, in an electronic format approved by the County, within seven calendar days after the end of each month.

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

- A. Tonnage collected during the month and in the year-to-date for each of the following materials: Solid Waste, Program Recyclables, and Yard Trash.
- B. Number, type, and weight of Bulk Waste, Used Oil, White Goods, E-waste, and Tires collected during the month and for the year-to-date.
- C. Number of Non-Collection Notices placed out for Customers during the month and in the year-to-date.
- D. Number of Missed Collections and Legitimate Complaints during the month and for the year-to-date.
- E. Percent routes complete and percent routes incomplete based on reports prepared through the service verification technology.

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

- A. A Microsoft Excel spreadsheet of all Commercial Customers receiving Commercial Collection Services, including Solid Waste, Yard Trash, and/or Recyclables Collection. The spreadsheet should include individual fields for the following information and provide such information for each Commercial Customer: Customer account number, Customer name, Customer address, type of service (Solid Waste, Yard Trash, or Recyclables), type of Collection Container(s), size of Collection Container(s), number of Collection Container(s), Collection frequency for each Collection Container, owner of each Collection Container, and any supplemental service received.
- B. Number of Missed Collections and Legitimate Complaints during the month and for the year-to-date.
- C. Names and addresses of any Commercial Customers that were offered and declined Recyclable Materials Collection Service.

17.4.4 The Monthly Report shall include a reconciliation of received scale tickets and route load tickets.

17.4.5 The Monthly Report shall include notification of any accidents involving Franchisee's staff or vehicles requiring Department of Transportation (DOT) or Occupational Safety and Health Administration (OSHA) notification.

17.5 Annual Report

17.5.1 Franchisee shall submit Annual Reports to the Administrative Agent, in an electronic format approved by the County, by April 15, 2026, and April 15 of each year for the remainder of the Agreement term.

17.5.2 The Annual Report shall include the following information:

- A. Annualized information for all items required in the Monthly Report for both Residential and Commercial Customer service.
- B. A complete list of all vehicles and equipment currently employed in the provision of Collection Services including make, type, year, license number, and identification number for each.
- C. Current route maps in GIS format approved by Administrative Agent and schedules for all Collection Services.
- D. An inventory, indicating quantities and condition, of equipment, facilities, manpower, and other resources that the Administrative Agent deems necessary

for planning for emergency conditions.

- E. Any proposed changes in the Agreement the Franchisee wishes to offer that will increase operating efficiency or reduce cost to the County.

17.5.3 Franchisee 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 75 days from the end of the corporate year-end.

17.6 Other Reports, Documents, and Notifications

17.6.1 Transition Plan. Franchisee shall submit a Transition Plan meeting the requirements of Section 7.1 to the Administrative Agent within 30 calendar days of the execution of the Agreement.

17.6.2 Collection Plan. Franchisee shall provide the Administrative Agent with a Collection Plan and any changes in the Collection Plan in accordance with Section 9.1. This includes submitting a description of all proposed route and schedule changes, including service levels, at least 30 days prior to implementation of such changes or in accordance with an alternate notification deadline approved by the Administrative Agent.

17.6.3 Contingency & Continuity of Operations Plan. Franchisee shall provide a Contingency and Continuity of Operations Plan in accordance with Section 20.1 to the Administrative Agent within 30 calendar days of the execution of the Agreement and any updates to the plan over the term of the Agreement.

17.6.4 Safety Plan. Franchisee shall provide a Safety Plan and any updates to the plan in accordance with Section 12.6.

17.7 General Recordkeeping and Reporting Requirements

17.7.1 Franchisee shall cooperate with the Administrative Agent in providing every reasonable opportunity for ascertaining whether or not the duties and responsibilities of Franchisee are being performed.

17.7.2 Franchisee shall provide any information, in addition to that required explicitly by the Agreement, that the Administrative Agent or Franchisee may deem relevant under the particular circumstances.

17.7.3 Work papers of Franchisee's auditor shall be made available to the County upon request by the Administrative Agent.

18 Education, Promotion and Public Awareness

18.1 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 County's Mandatory Recycling Program; use of the County's recycling theme, colors, and logos on Collection vehicles and Recycling Containers, distribution of promotional literature; participation in special events, special educational presentations, and similar activities. All literature shall include the County Contact Center telephone number in accordance with the County's most current branding standard and shall be approved in advance by the Administrative Agent.

18.2 Use of County Themes and Logos

18.2.1 Franchisee must obtain pre-approval from the Administrative Agent prior to using the County logo on materials or messaging of any kind.

18.2.2 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 Administrative Agent shall approve the content, style, size, and form. The cost of complying with this section will be considered part of Franchisee's annual education, promotion, and public awareness requirement.

18.3 Distribution with Recycling Containers

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

18.4 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 Franchisee shall issue this notice under the direction and to the satisfaction of the Administrative Agent.

18.5 Support of Promotion and Public Awareness Program

In addition to the above requirements, Franchisee shall support the County's education, promotion, and public awareness program by making a lump sum payment to the County of \$40,000 per year to be used for such purposes.

19 Changes to Services

19.1 Addition or Deletion of Recyclable Materials

19.1.1 Should the County decide to add to or delete from the list of materials included in Program Recyclables as provided in Exhibit I, the County and Franchisee shall enter good faith negotiations to amend the Agreement to reflect such modifications, if any are necessary due to weight or volume changes that impact Collection routes. At such time as the County determines it is feasible to add or delete materials to the list of Program Recyclables, Franchisee shall be given 60 days' notice to adjust service accordingly.

19.1.2 Should the County and Franchisee fail to reach an agreement regarding the Rate for the addition or deletion of materials to the list of Program Recyclables, the County retains the right to enter mediation as specified in the Agreement.

19.2 Provision of Service upon Termination

If the Franchise Agreement for the North Service District or South Service District is terminated by the County, the Board may in its sole discretion authorize one or more qualified hauling contractor(s) to provide Solid Waste, Program Recyclables, and Yard Trash Collection Services in such Service District according to the provisions and rates in the Franchise Agreement for such Service District.

20 Emergency Situations

20.1 Contingency & Continuity of Operations Plan

Franchisee shall develop a plan in the event a storm or emergency situation renders Franchisee's operations yard and/or equipment unusable for a period of time that would interrupt Collection Services (Contingency & Continuity of Operations Plan). The Plan shall outline the process by which Franchisee shall avoid interruption in Collection Services, including extra staffing, equipment, and resources to be utilized, backup generators for fueling and offices and backup procedures and locations should Franchisee's facility or offices be damaged. It shall also outline measures to be taken to resume services defined within this Agreement.

20.2 Variance in Routes and Schedules

In the event of a hurricane, tornado, major storm, other natural or man-made disaster, the Administrative Agent may grant Franchisee a variance from regular routes and schedules. Such variances shall only be taken when authorized in writing by the Administrative Agent. In the event such a variance is granted, there may be a corresponding reduction in payment to Franchisee reflective of the type of service, frequency, and duration of variance granted. As soon as practicable after such a disaster, the Administrative Agent shall advise Franchisee in writing the date the level of services, routes, and schedules shall be resumed. Upon receipt of notification, Franchisee shall be responsible for resuming services on said date. A minimum of 48 hours notification shall be given to Franchisee. The County shall make every effort through the local news media to inform the public when regular services can resume.

20.3 Emergency Management/Disaster Meetings

Franchisee shall attend emergency management/Disaster meetings as requested by the Administrative Agent 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 Franchisee of the date, time, and location of the meetings, and any necessary materials to be provided by Franchisee.

20.4 Use of Franchisee Services

In the event the Administrative Agent determines that excessive amounts of debris have accumulated by reason of a hurricane, tropical storm, freeze, natural or manmade, severe disturbance, riot, or other calamity that is not declared an emergency by the Federal government, the State of Florida, or the Board (Non-Declared Event), or is to be collected as ineligible debris during a Declared Event, the County, in its sole discretion, may utilize Franchisee to assist with Collection of such debris. This debris does not include Solid Waste or Yard Trash that is properly prepared for normal Collection Services, but rather includes accumulations of debris that require Collection using a claw truck. The Administrative Agent may direct Franchisee to perform such work if Collection amounts exceed one hundred and ten percent (110%) of the six-year trimmed average collected quantities. Charges for such Collection shall occur at the tonnage rate specified in Exhibit A. 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 debris of any kind.

21 Compensation

21.1 Payment for Services

- 21.1.1 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 the Agreement unless explicitly provided for in the Agreement.
- 21.1.2 Within the first 15 business days of each month, the County shall make payment to the Franchisee for Residential Collection Services performed during the previous month. Such payment shall be made in an amount equal to the base number of units per Customer classification (i.e., Class I & II (Curbside Service) or Class II (Site Service)) plus or minus adjustments made for Residential units added or deleted subsequent to the establishment of the approved monthly payment for Residential Collection Service. Added and deleted units shall be billed at one-half the unit rate as defined in Exhibit A.
- 21.1.3 Franchisee shall be responsible for invoicing and collecting payment of Fees charged for Residential Supplemental Collection Service, Commercial Collection Service, and Commercial Supplemental Collection Service.

21.2 Rates for Services

- 21.2.1 Collection Rates to be paid by the County to Franchisee for services provided to Class I Customers and Class II (Curbside Service) Customers are as stated in Exhibit A.
- 21.2.2 Collection Rates charged by Franchisee to Residential Customers for Residential Supplemental Collection Services are as stated in Exhibit A. Franchisee shall not charge any disposal fees to Residential Customers or pay a disposal fee when delivering this waste to the Designated Facility. Drop-Off Charges or tipping fees associated with Residential Supplemental Collection Services are covered by the Annual Assessment.
- 21.2.3 Service rates charged by Franchisee for Commercial Collection Service (Site Service) and Commercial Supplemental Collection Services consist of Collection Rates and Disposal Rates. Collection Rates are as stated in Exhibit A. Disposal Rates are calculated as specified in Exhibit F.
- 21.2.4 Franchisee is authorized to charge interest at the rate set by Florida Statutes on any delinquent Commercial Customer account.
- 21.2.5 Franchisee may collect a deposit prior to initiating service to a Commercial Customer, which shall not exceed the expected charge for two months service to the Commercial Customer. In the event a deposit is collected, it may be used to offset any delinquent amounts due Franchisee after termination of service. Any remainder of a collected deposit shall be returned to the Commercial Customer.
- 21.2.6 Franchisee may charge a Fee, not to exceed fifty dollars (\$50.00), as defined in Exhibit A. Supplemental Rate Sheet, to a Commercial Customer for resumption of service, where Franchisee had discontinued service because the Commercial Customer became delinquent in payments.
- 21.2.7 In the event the Administrative Agent directs Franchisee to collect debris resulting from a Non-Declared Event, as specified in Section 20.4, the County shall pay the Franchisee the rate specified in Exhibit A and further defined in Section 20.4.
- 21.2.8 Franchisee shall not charge Customers any additional rates, surcharges, or Fees of

any kind other than those specifically provided for herein.

21.3 Rate Adjustments

21.3.1 Collection Rates in Exhibit A shall remain constant for the first year of the Agreement and shall be adjusted on April 1 of subsequent years of the Agreement, as specified in Exhibit E. Calculation of Annual Rate Adjustment and adopted by Board resolution prior to becoming effective.

21.3.2 Disposal Rates charged to Commercial Customers shall be adjusted whenever the disposal fee at the Designated Disposal Site is adjusted, or any other charge imposed by law is changed. At least 90 calendar days prior to the effective date of any adjustment in the disposal fee to be charged at the Designated Disposal Site, the County shall notify Franchisee of such adjustment and shall provide Franchisee with revised Disposal Rates calculated as specified in Exhibit F.

21.4 Charges Imposed by Law

Within 45 calendar days of the notice of any new charges or changes in existing charges imposed by law, Franchisee shall submit to the Administrative Agent 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 documents necessary for the Administrative Agent to fairly evaluate the proposed rate increase or decrease. The Administrative Agent shall review the information provided and shall request such additional information as may be necessary. Within 45 calendar days of receipt of such additional information, the Administrative Agent shall determine 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.

21.5 Extraordinary Rate Adjustment

Franchisee may petition the County 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 Administrative Agent. The Administrative Agent may request from Franchisee, and Franchisee shall provide all information as may reasonably be necessary in making its determination. The Administrative Agent 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.

22 Liquidated Damages

22.1 Procedure for Charging Liquidated Damages

22.1.1 The County may assess liquidated damages for failure of Franchisee to perform services as required in the Agreement. Prior to assessing liquidated damages, the Administrative Agent shall provide written notice to Franchisee indicating the County's intent to assess liquidated damages and the basis for such liquidated damages.

22.1.2 Franchisee shall have 10 business days from the date of the written notice to file a

written letter of protest with the Administrative Agent providing documentation on why such liquidated damages should not be levied.

- 22.1.3 If a protest is timely filed, the Administrative Agent shall review the documentation provided by Franchisee and provide written notice to Franchisee rendering a decision regarding the information provided and any liquidated damages assessed.
- 22.1.4 Franchisee shall have 10 business days from the date of this second written notice to file a written letter of protest with the County Administrator. The County Administrator or designee shall provide written notice to Franchisee regarding any action taken with respect to Franchisee's protest. The County Administrator's decision shall be final and conclusive.
- 22.1.5 If the Franchisee fails to file a timely protest or if the County Administrator's decision is to levy liquidated damages, the Administrative Agent shall deduct the amount of the liquidated damages from payment due or to become due to Franchisee.

22.2 Amount of Liquidated Damages

- 22.2.1 It is the intent of the County to ensure that Franchisee provides a quality level of Collection Services. The County and Franchisee acknowledge and agree that it is impossible to precisely determine the amount of damages that would be incurred by the County due to service failures or circumstances described in this section for which Franchisee would otherwise be liable. Accordingly, the parties agree that the liquidated damages set forth below are reasonable. Therefore, the following shall constitute liquidated damages, not penalties, should Franchisee fail to perform services as specified in the Agreement.
- 22.2.2 The Administrative Agent may assess liquidated damages in the amounts listed below for the respective performance standard violations. On the Commencement Date of services, a forty-five (45) day transition period shall become effective. During this forty-five (45) day period, the County agrees to waive in full any potential liquidated damages that may be associated with the following Performance Standard Violations: 1, 2, 3, 4, 5, 8, 9, 10, 11, 14, and 21. All remaining Performance Standard Violations are subject to assessment during the forty-five (45) day transition period. On day forty-six (46) following the Commencement Date of services, the Administrative Agent may assess liquidated damages for any Performance Standard Violation identified below.

	Performance Standard Violation	Liquidated Damages
Service Complaints		
1	<p>Legitimate Complaints, including Missed Collections, from Residential Customers based on total pickups per month:</p> <ul style="list-style-type: none"> ● 1/10,000 – 1/7,501 per month ● 1/7,500 – 1/5,001 per month ● 1/5,000 – 1/2,501 per month ● More than 1/2,501 per month <p><i>The following calculation shall be applied to determine total number of potential pickups and range of Legitimate Complaints: (Number Residential Customers x 3 pickups per week x 4.33 weeks per month) = Total pickups per month</i></p>	<p>\$2,000 per month \$5,000 per month \$10,000 per month \$20,000 per month</p>
2	Reoccurring Complaint: Failure to correct chronic problems (chronic shall mean three or more similar Legitimate Complaints at the same Premises within a 90-day period) in any category of service.	<p>\$500 per occurrence for the 3rd occurrence \$1,000 per occurrence thereafter</p>
3	Failure to resolve a Legitimate Complaint, other than Missed Collection, within 24 hours of notification unless otherwise approved by the Administrative Agent (Section 16.1.4).	\$100 per day until complaint is resolved to satisfaction of the County
4	Reporting unresolved Missed Collection or Legitimate Complaint as resolved.	\$500 per occurrence
5	Failure to leave a Non-Collection Notice for Customer explaining why material was not collected. (Section 12.3).	\$250 per occurrence
6	Failure to maintain a customer service office for the hours required (Section 15).	\$500 per occurrence per day
Spills and Litter		
7	Failure to clean up spilled material from loading and/or transporting (Sections 12.1.5 and 12.1.6).	\$500 per occurrence
Failure to Collect or Deliver		
8	Failure to complete each street on a route (including missing whole or partial streets) on the regularly scheduled Collection day.	\$1,000 per street per day
9	Failure to respond to Missed Collections in the timeframe required in the Agreement (Section 16.1.3).	\$100 per Premise per occurrence for 1 st notification
10	Failure to provide Collection Services to new Customer within seven calendar days of receiving notification (Section 9.3.1).	\$100 per occurrence per day late
11	Providing Collection Services outside of the days and hours specified in the Agreement unless otherwise approved by the Administrative Agent (Section 8).	\$100 per occurrence
12	Failure to deliver Residential Waste or Commercial Waste to the Designated Sites (Section 13).	\$5,000 per occurrence, plus 125% of tipping fee at Designated Disposal Site per ton delivered to non-Designated Sites

Mixing of Materials		
13	Mixing of loads of materials as prohibited by the Agreement without prior written approval from the Administrative Agent (Section 12.2).	\$5,000 per occurrence
Reporting and Notifications		
14	Failure to submit any report, log, or documentation, with the proper content and format, in the timeframe required (Section 17).	\$100 per day that each report, log, or documentation is late
15	Failure to provide the Administrative Agent, operator of a Designated RMPF, or operator of a Designated Disposal Site with a copy of the daily route sheet for that day upon request (Section 13.1.2).	\$100 per occurrence
16	Failure to properly notify all Customers of changes in Collection day within the timeframe specified (Sections 8.2.4 and 9.2.2).	\$3,000 per occurrence
17	Failure to properly notify the Administrative Agent of changes in Residential Collection Service routes or schedules (Section 9.2.1).	\$1,000 per occurrence
Equipment and Staffing		
18	Failure to provide appropriate Collection Containers to Customers prior to the Commencement Date unless otherwise approved by the Administrative Agent (Section 10).	\$100 per Collection Container per day
19	Failure to have fully functional real time service verification system and current and accurate asset management database, as specified in Section 17.1, in operation by the Commencement Date.	\$500 per day for each day late
20	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, Recycling, etc.).	\$100 per container per day
21	Failure to repair, replace, exchange, or provide additional Collection Containers within the time specified (Section 10).	\$100 per occurrence per day
22	Failure to correct chronic equipment problems (chronic shall mean three (3) instances of the same or similar problem with the same equipment/truck within a twelve (12) month period).	\$500 per occurrence for the 3 rd occurrence \$1,000 per occurrence thereafter
23	Failure to correct personnel problems (chronic shall mean three (3) instances of the same or similar problem with the same individual within a 12-month period).	\$500 per occurrence for the 3 rd occurrence \$1,000 per occurrence thereafter

23 Insurance

Franchisee shall procure and maintain insurance as specified in Exhibit G, Insurance Requirements, attached hereto and made a part of this Agreement.

24 Performance and Payment Bond

- 24.1 Franchisee shall furnish the County with a Performance and Payment Bond (“Bond”) for Franchisee’s performance of this Agreement. The Bond shall be provided prior to submittal of this Agreement for Board approval. The Bond shall be in an amount not less than the value of fifty percent (50%) of the County’s proposed budget amount for the upcoming year for Residential Collection Service as determined by the County and in the appropriate amount calculated in accordance with Exhibit J. The term of the Bond shall be no less than one (1) year beginning on the Commencement Date. Franchisee shall furnish the County with a renewal of the Bond for an additional term of not less than one (1) year from the expiration date of the Bond then in effect for each year this Agreement is in effect. The renewal of the Bond shall be submitted at least thirty (30) days prior to the expiration date of the Bond then in effect.
- 24.2 The 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: “A” or better, and a “T” Underwriting Limitation which is not exceeded by the Bond. The Bond shall contain in type or print the description of the program.

25 Assignment

- 25.1 No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by Franchisee without the express written consent of the Board. The County shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by Franchisee. Any assignment of this Agreement made by 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 Agreement and immediately terminate this Agreement by giving written notice to Franchisee, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the County under this Agreement to Franchisee shall cease, and the County shall have the right to demand payment of the penal amount set forth in the Bond and shall be free to negotiate with other contractors, franchisee, or any other Person or company for the service which is the subject of this Agreement.

26 Events of Termination

- 26.1 Failure to Fulfill Obligations of this Agreement
- 26.1.1 The County may terminate Agreement for Franchisee’s failure to fulfill a material obligation of this Agreement, including but not limited to:
- 26.1.1.1 Failing to begin work within the time specified in the Agreement.
- 26.1.1.2 Failing to properly and timely perform work as directed by the County’s Administrative Agent or as provided for in this Agreement.
- 26.1.1.3 Delay in filing reports and audits.
- 26.1.1.4 Performing the work unsuitably or neglecting or refusing to correct such work as may be rejected as unacceptable, unsuitable, or otherwise nonconforming or defective.
- 26.1.1.5 Discontinuing operations without authorization from the County’s

Administrative Agent.

- 26.1.1.6 Failing to resume work that has been suspended within a reasonable time after being notified to do so.
 - 26.1.1.7 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 Agreement, or any state or federal law relating to the Collection of Residential Waste and Commercial Waste.
 - 26.1.1.8 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.
 - 26.1.1.9 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.
 - 26.1.1.10 Otherwise failing to perform or abide by the terms of this Agreement.
- 26.1.2 When any of the above circumstances exist, the County may, without prejudice to any other rights or remedies of the County and after giving Franchisee and Franchisee's surety, if any, seven (7) calendar days written notice, terminate this Agreement.
- 26.1.3 If Franchisee fails to cure the default within seven (7) days specified in the notice and the Agreement is terminated for failure to provide satisfactory performance, Franchisee shall be entitled to receive compensation for all reasonable and allocable contract services satisfactorily performed by 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 timeframe. In the event the County terminates this Agreement because of default of Franchisee, Franchisee shall be liable for all excess cost that the County is required to expend to complete the work covered by the Agreement.
- 26.1.4 Except where otherwise specifically provided, the measure of damages to be paid by Franchisee to the County due to any failure by Franchisee to meet any of its obligations under this Agreement shall be the actual damages incurred by the County.
- 26.1.5 If the County terminates this Agreement because of a default by Franchisee, Franchisee shall be liable to the County for all actual damages incurred by the County as a result of Franchisee's default. The foregoing shall apply without regard to the County's rights pursuant to the Bond.
- 26.1.6 In the event that Franchisee has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar days' notice to Franchisee indicating its intention to do so. The notice shall state the circumstances indicating Franchisee's abandonment. Payment for work performed prior to 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 Agreement.

26.2 Insolvency of Franchisee

Either the appointment of a receiver to take possession of all or substantially all of the assets of 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 Agreement by Franchisee and shall, at the option of the County, serve to terminate this Agreement.

27 Dispute Resolution

- 27.1 To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- 27.2 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- 27.3 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- 27.4 Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on *forum non conveniens*.
- 27.5 The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.
- 27.6 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- 27.7 Unless otherwise agreed in writing, the Franchisee shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

28 Right to Require Performance

The failure of the County at any time to require performance by Franchisee of any provision hereof shall in no way affect the right of the County thereafter to enforce same. A waiver by either party of any breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

29 Notice of Communications to County's Administrative Agent or Operations Manager

Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Franchisee's Operations Manager:

Name: Robert TenHaaf

Title: Division Vice President

Address: 7921 15th Street E

County's Administrative Agent:

Name: Oland Stokes

Title: Manager II

Address: 8750 Bee Ridge Rd

	<u>Sarasota, FL 34243</u>		<u>Sarasota, FL 34241</u>
Telephone:	<u>980-279-9998</u>	Telephone:	<u>941-356-3742</u>
E-mail:	<u>btenhaaf@wasteprousa.com</u>	E-Mail:	<u>ostokes@scgov.net</u>

Any change in the County's Administrative Agent or the Franchisee's Operations Manager will be promptly communicated by the party making the change.

30 Permits and Licenses

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

31 Compliance with Laws and Regulations

Franchisee agrees that, in the performance of work and services under this 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 Agreement, which are applicable to Franchisee, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

32 Equal Opportunity Employment

Franchisee shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement. 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 Agreement.

33 Indemnification and Hold Harmless

Franchisee shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Franchisee arising out of or in any way connected with the Franchisee's performance or failure to perform under the terms of this Agreement. Franchisee's duty to indemnify shall extend to acts, neglect, errors, omissions, or defaults caused by persons employed or utilized by the Franchisee in the performance of this Agreement. This section shall survive the termination or expiration of this Agreement.

34 Employee Status

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

35 Severability

If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

36 Force Majeure

36.1 Inability to Perform

The Franchisee specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to "Events of Force Majeure" as defined below.

36.2 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 Agreement:

- 36.2.1 Strikes and work stoppages unless caused by a negligent act or omission of Franchisee or its agents or assignments;
- 36.2.2 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 severe inclement weather;
- 36.2.3 Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities;
- 36.2.4 Suspension, termination, or interruption of utilities necessary to the operation of duties under this Agreement.

Economic hardship of Franchisee shall not be considered an event of force majeure.

36.3 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.

37 Time is of the Essence

Time is of the essence with regard to each and every aspect of the Franchisee's performance under this Agreement.

38 Scrutinized Companies

§287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are

on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Franchisee certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Franchisee to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Franchisee is subsequently placed on any of these lists or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

39 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236
Phone: 941-861-5886
Email: publicrecords@scgov.net**

40 Modification to the Agreement

This Agreement constitutes the sole and complete understanding between the parties and supersedes all other agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

40.1 County Power to Modify

The County shall have the power to make changes in this 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 Franchisee under this 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 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 Franchisee.

40.2 Changes in Ordinance

The County and Franchisee understand and agree that the Florida Legislature has the authority to make comprehensive changes in the law governing the collection and treatment

of solid waste 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 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 Agreement and the Customers of Franchisee located within Franchisee's Service Area. In the event any future change in the County Code materially alters the obligations of Franchisee, then the Collection charges established in this Agreement shall be subject to adjustment. Nothing contained in this 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 Agreement, which may be required in order to implement changes in the interest of public welfare or due to change in law. When such modifications are made to this Agreement, the County and 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 Franchisee due to any modification in the Agreement under this Section. The County and Franchisee shall not unreasonably withhold agreement to such compensation adjustment.

41 Independent Contractor

The Franchisee is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Franchisee is not an employee, agent or servant of County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Franchisee's sole direction, supervision and control. The Franchisee shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Franchisee's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Franchisee shall be solely responsible for providing benefits and insurance to its employees. If the Franchisee is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

42 Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or contracts previously existing between the parties with respect to the subject matters of this Agreement. The Franchisee recognizes that any representations, statements, or negotiations made by County staff do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing and signed by an authorized County representative. This Agreement shall inure to the benefit of and be binding upon the parties, their respective assigns, and successors in interest.

43 Headings

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

44 Non-Appropriations

The County's performance and obligation to pay under this Agreement is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

45 Public Entity Crimes

Pursuant to §287.133(3)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

46 No Third-Party Rights

The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

47 Jurisdiction and Venue

The venue for purposes of any legal action founded upon this Agreement shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida, which shall have personal jurisdiction over each of the parties to the Agreement. This Agreement shall be governed by the laws of the State of Florida.

To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

IN WITNESS WHEREOF, the parties have made and executed this 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 Pro of Florida, Inc. by and through its authorized representative, duly authorized to execute same.

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: [Signature]
Chair

Date: 3/5/2024

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

By: [Signature]
Deputy Clerk

Approved as to form and correctness:

[Signature]
County Attorney SJS

WITNESSES:

[Signature]
[Signature]

Waste Pro of Florida, Inc.

By: [Signature]

Its: DIVISION VP

Date: 2-22-2024

Exhibit A: Rates

(Collection Service and Supplemental Collection Service Franchised Rates at Commencement Date)

EXHIBIT A - WASTE PRO NORTH DISTRICT
SARASOTA COUNTY, FLORIDA
REGULATED RESIDENTIAL AND COMMERCIAL RATES

Line No.	CONTRACT RATES EFFECTIVE MARCH 30, 2025 THROUGH MARCH 31, 2026										
1	MONTHLY RESIDENTIAL RATES										
2	RESIDENTIAL RATE - CLASS I and II (CURBSIDE) (SOLID WASTE, RECYCLING & YARD WASTE COLLECTION 1/1/1)									\$12.32	Single Family
3	RESIDENTIAL RATE - CLASS II (SITE) (SOLID WASTE, RECYCLING & YARD WASTE COLLECTION 1/1/1)									\$10.47	Multi-Family
5	COMMERCIAL RATES										
6	NON-COMPACTION CONTAINERS - COMPANY OWNED (SOLID WASTE OR YARD WASTE SERVICE)										
7		COLLECTION FREQUENCY PER WEEK						ON CALL SERVICE			
8	SIZE (cy)	1	2	3	4	5	6	EXTRA	MONTHLY CHARGE	PICK-UP CHARGE	
10	2.0	137.17	274.35	411.52	548.70	685.87	823.05	30.00	40.00	30.00	
11	3.0	187.06	374.11	561.17	748.22	935.28	1,122.34	45.00	45.00	45.00	
12	4.0	227.48	454.96	682.44	909.92	1,137.40	1,364.89	55.00	60.00	55.00	
13	6.0	284.35	568.70	853.05	1,137.40	1,421.76	1,706.11	75.00	65.00	75.00	
14	8.0	344.67	689.34	1,034.00	1,378.67	1,723.34	2,068.01	90.00	70.00	90.00	
16	NON-COMPACTION CONTAINERS - CUSTOMER OWNED										
17		COLLECTION FREQUENCY PER WEEK									
18	SIZE (cy)	1	2	3	4	5	6	EXTRA			
19	2.0	122.11	244.21	366.32	488.43	610.53	732.64	30.00			
20	3.0	166.51	333.02	499.53	666.03	832.54	999.05	45.00			
21	4.0	201.83	403.66	605.49	807.31	1,009.14	1,210.97	55.00			
22	6.0	252.29	504.57	756.86	1,009.14	1,261.43	1,513.71	75.00			
23	8.0	305.80	611.60	917.40	1,223.20	1,529.00	1,834.81	90.00			
25	COMPACTION CONTAINERS - COMPANY OWNED										
26		COLLECTION FREQUENCY PER WEEK									
27	SIZE (cy)	1	2	3	4	5	6	EXTRA			
28	2.0	221.95	443.90	665.85	887.80	1,109.76	1,331.71	75.00			
29	3.0	302.66	605.32	907.98	1,210.64	1,513.30	1,815.96	112.50			
30	4.0	368.86	737.72	1,106.58	1,467.45	1,834.31	2,201.17	137.50			
31	6.0	458.58	917.15	1,375.73	1,834.31	2,292.88	2,751.46	187.50			
32	8.0	555.85	1,111.70	1,667.55	2,223.40	2,779.25	3,335.10	225.00			
34	COMPACTION CONTAINERS - CUSTOMER OWNED										
35		COLLECTION FREQUENCY PER WEEK									
36	SIZE (cy)	1	2	3	4	5	6	EXTRA			
37	2.0	207.59	415.18	622.77	830.36	1,037.95	1,245.55	75.00			
38	3.0	283.08	566.16	849.24	1,132.31	1,415.39	1,698.47	112.50			
39	4.0	343.13	686.25	1,029.38	1,372.50	1,715.63	2,058.75	137.50			
40	6.0	428.91	857.81	1,286.72	1,715.63	2,144.53	2,573.44	187.50			
41	8.0	519.89	1,039.77	1,559.66	2,079.55	2,599.44	3,179.24	225.00			
43	COMMERCIAL REAR LOAD (SOLID WASTE & YARD WASTE SERVICE)										
44		ONE TIME	TWO TIMES	96 GAL.	ONE TIME	96 GAL.	TWO TIMES				
45	BAGS/	PER WEEK	PER WEEK	CART	PER WEEK	CART	PER WEEK				
46	CANS	MONTHLY	MONTHLY	SERVICE	MONTHLY	SERVICE	MONTHLY				
47	1-3	30.59	60.00	1	30.00	1	60.00				
48	4	40.08	80.00	2	55.00	2	110.00				
49	5	50.02	100.00	ADDL	15.00	ADDL	30.00				
50	ADDL	10.00	20.00								
52	ROLLOFF RATES - NON COMPACTED (Landfill Disposal Rates Apply)										
53	SIZE IN CUBIC YARDS	15	20	25	30	40					
54	PER PULL FEE	325.00	325.00	325.00	325.00	325.00					
55	MONTHLY MAINTENANCE FEE	100.00	120.00	125.00	130.00	160.00					
57	ROLLOFF RATES - COMPACTED (Landfill Disposal Rates Apply)										
58	SIZE IN CUBIC YARDS			30	36	40					
59	PER PULL FEE			400.00	400.00	400.00					
60	MONTHLY MAINTENANCE FEE			550.00	650.00	750.00					
62	SUPPLEMENTAL CHARGES										
63	COMMERCIAL					RESIDENTIAL					
64	Container Rollout Fee - Per Occurrence					Second Collection Day - Per Month					
65	Unlock & Locking - Per Occurrence					Rear Door (non-handicapped) - Per Month					
66	Moving Container Location (>2/yr) - Per Occurrence					Each Additional Roll Cart - Per Month					
67	Changing Out Container Size (>2/yr) - Per Occurrence					Residential Cart Size Exchange - Per Occurrence					
68	Resumption of Service Fee - Per Occurrence					In Ground Container Service - Per Month					
69	Locks for Containers - One-time Fee					Improperly Prepared Solid Waste - Per cy					
70						Improperly Prepared Yard Trash - Per cy					
71						Container Rollout Fee - Per Occurrence					
72											
73	STORM RATE - PER TON										
74	Storm Event Debris Removal - Per Ton Fee										

Exhibit B: Definitions

Definitions of words and phrases are as stated in Exhibit B, unless otherwise specifically stated within the Franchise Agreement or as defined in Chapter 106 of the Code of Ordinances of Sarasota County, Florida. To the extent that any definition contained herein conflicts with any similar definition contained in any federal, state, or local law, the definition herein shall prevail for the purposes of this Franchise Agreement. However, nothing contained herein shall be interpreted to require Franchisee to undertake any conduct that is prohibited by Applicable Law.

Administrative Agent: Solid Waste Management Department designee assigned to manage this Agreement.

Agreement or Franchise Agreement: The written agreement between the Board and the Franchisee to engage in Collection Services.

Annual Assessment: Non-ad valorem assessment levied upon Residential Real Property within the County to provide funding for the Collection and disposal of Solid Waste, the Collection and Processing of Program Recyclables and Yard Trash, and other related programs.

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.

Automated Collection: Method of Collection that utilizes collection vehicles that are equipped with mechanical systems to lift a Collection Container to empty the contents into a collection vehicle.

Biological Waste: Defined in section 403.703, F.S. as amended and provided here: *solid waste that causes or has the capability of causing disease or infection and includes, but is 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 497.*

Biomedical Waste: Defined in section 403.703, F.S. as amended and provided here: *Any solid waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste that contains human- disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility. The term does not include human remains that are disposed of by persons licensed under chapter 497.*

Board: The Board of County Commissioners of Sarasota County, Florida.

Bulk Waste: All large household items that do not require extraordinary management and are not covered by the definitions for White Goods and E-waste including, but not limited to, bathroom fixtures, furniture, mirrors, glass doors, fence panels, plywood, ladders, and carpet. Bulk Waste shall be placed Curbside for collection or placed inside Franchisee provided receptacles, where provided.

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.

Class I Customer (Class I): Single-family, duplex, -triplex and quadruplex Dwelling Units; apartments of two to nine Dwelling Units, residential combination (residence plus commercial), and retirement homes that do not have commercial kitchens and contain two to nine Dwelling Units located within the Service District. All Class I Customers shall receive Curbside Service as defined herein.

Class II Container (Site Service Container): Any container including, but not limited to, dumpster, roll-off, or compaction equipment, approved by the County to be used for the Collection of Solid Waste or Yard Trash from any Class II Customer utilizing dumpster, roll-off or compaction Collection Service. Solid Waste and Yard Trash shall not be mixed in the same container. Used for Site Service.

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 where each unit has a separate cooking facility/kitchen, time-share apartments, mobile home parks including lots for mobile homes and recreational vehicles located within the Service District. Each Class II Customer shall be defined by County for receiving either Curbside Service or Site Service (“Class II (Site Service)”) as defined herein.

Class II Recycling Container (Site Service Recycling Container): Any container including but not limited to, dumpster, roll-off compaction equipment, or rhino box, authorized and approved by the County to be used for the Collection of Program Recyclables from Class II Customers utilizing dumpster, roll-off rhino box or compaction equipment for said Collection service. Plastic bags shall not be used in lieu of or within these Recycling Containers.

Collection: The process of picking up, transporting and dropping off Residential Waste, Commercial Waste and Disaster Debris at the Designated Disposal Site or Designated RMPF, or the process of picking up, transporting and dropping off Exempt Materials to an appropriate Disposal Site or Recycling Facility.

Collection Containers: Any Curbside Service Containers, Site Service Containers, Recycling Carts, and/or Commercial Recycling Containers utilized for Collection Services defined herein.

Collection Services: Residential Collection Service and/or Commercial Collection Service. This shall include those services defined as Curbside Service and Site Service.

Commencement Date: The date that Collection Services commence, anticipated to be March 30, 2025.

Commercial Collection Service (Site Service): Collection of Commercial Waste from Commercial Customers using Site Service Containers, Curbside Service Containers, or Roll Carts, and may include Commercial Customer Recyclable Materials Collection if said service is contracted between the Franchisee and Customer.

Commercial Container (Site Service Container): Any container including, but not limited to, dumpster, roll-off or compaction equipment approved by the Administrative Agent to be used for the Collection of Solid Waste or Yard Trash from any Commercial Customer utilizing dumpster, roll-off or compaction Commercial Collection Service. Solid Waste, Yard Trash and Program Recyclables shall not be mixed in the same container.

Commercial Customer: Person using Commercial Real Property or Industrial Real Property located within the Service District, 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 which is used primarily for residential purposes. Vacant lands, not classified as Improved Real Property, shall be deemed Commercial Real Property.

Commercial Lawn Care Service: The business of lawn and garden maintenance for remuneration. This definition includes landscapers.

Commercial Real Property: Real property not classified as residential, 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.

Commercial Recycling Container: Any container including but not limited to, dumpster, roll-off compaction equipment, or rhino box, authorized and approved by the Administrative Agent to be used for the Collection of Program Recyclables from Commercial Customers utilizing dumpster, roll-off, rhino box or compaction equipment Collection Service. Plastic bags shall not be used in lieu of or within Commercial Recycling Containers.

Commercial Supplemental Collection Services: Services provided by 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.

Commercial Waste: Solid Waste and Yard Trash, as defined herein, generated upon Commercial and Industrial Real Property.

Construction and Demolition (C&D) Debris: Defined in section 403.703, F.S. as amended and provided here: *Discarded 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 lumber, from the construction or deconstruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that 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 project site. Mixing of construction and demolition debris with other types of solid waste will cause the resulting mixture to be classified as other than construction and demolition debris. The term also includes:*

- (a) *Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;*
- (b) *Except as provided in s. 403.707(9)(j), yard trash and unpainted, nontreated wood scraps and wood pallets from sources other than construction or demolition projects;*
- (c) *Scrap from manufacturing facilities which is the type of material generally used in construction*

projects and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and

(d) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

Contamination: Any material placed into a Recycling Cart or Container not included in the definition of Program Recyclables.

County: The unincorporated areas of Sarasota County, Florida; County government, its officers, agents, and employees.

Curbside: Placement within three feet from the nearest public or private way, or in the case of a drainage ditch, at a point within said dimensions adjacent to the nearest driveway within Customer's own property boundary extended through the right-of-way to the road or agreed upon location by Customer, County and Franchisee.

Curbside Service: The collection of Curbside Solid Waste, Program Recyclables, or Yard Trash under the scope of work defined herein.

Curbside Service Container: Roll Carts, Recycling Carts, and Yard Trash rigid containers or paper bags. Each individual Curbside Service Container filled with Yard Trash shall not exceed 40 pounds in weight. Solid Waste and Yard Trash shall not be commingled in the same container.

Customer: Any Person defined as a Commercial Customer or as a 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.

Designated Disposal Site: Central County Solid Waste Disposal Complex (CCSWDC), or other Disposal Site as designated by the County.

Designated Recovered Materials Processing Facility (Designated RMPF): A facility 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.

Designated Site(s): Any real property set aside or authorized by the Board for the receipt of Residential Waste, Commercial Waste, or Disaster Debris. This term encompasses the terms Designated Disposal Site and Designated RMPF.

Director: The Director of the Solid Waste Management Department.

Disaster: Any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by the Board, the Governor, or the President of the United States.

Disaster Debris: Scattered items and materials either broken, destroyed, or displaced by a Disaster, including, but not limited to, trees and woody debris, construction and demolition materials, personal

property and/or mud, silt, gravel, and sediment.

Drop-off Charge: The fee charged for the deposit and disposal or processing of Residential Waste, Commercial Waste, or Disaster Debris at the Designated Site(s).

Dwelling Unit: A room or rooms constituting a separate, independent establishment with cooking appliance(s), 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.

Effective Date: The date the Agreement is fully executed by the Board and Franchisee.

E-waste: Includes, but is not limited to, computers, printers, scanners, and fax machines of Residential Customers. E-waste means, but is not limited to, computers, printers, scanners, fax machines, monitors, televisions, and cathode ray tubes of Commercial Customers. Other equipment may be added to this list by the Solid Waste Management Department.

Extraordinary Wastes: Wastes that require extraordinary management including, but not limited to, abandoned automobiles, boats, tree trunks greater than four feet in length, 16 inches in diameter and 40 pounds in weight, dead animals, agricultural and industrial wastes, Biomedical, Biological, Radiological Wastes, and Hazardous Wastes. This term does not include Disaster Debris.

Fees: Amounts billed for services not covered by Rates.

Franchisee: The holder of written authority granted by the Board to engage in Collection Services.

Garbage: Putrescible Solid Waste.

Hazardous Waste: Defined in section 403.703, F.S. as amended and provided here: *Solid Waste, or a combination of Solid Wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under chapter 497.* In addition to the foregoing definition, any material or substance identified in the Florida Administrative Code Rule 62-730, and 40 Code of Federal Regulation, Part 261 is also included.

Holiday: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any other holiday as approved by the Administrative Agent.

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 the County Department of Health and Human Services.

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.

Legitimate Complaint: Any complaint where the provisions herein regulating Solid Waste, Program Recyclables, or Yard Trash collection were adhered to by the Customer and Franchisee did not perform

in accordance with such provisions.

Litter: Any Garbage, rubbish, trash, refuse, can, bottle, box, container, paper, tobacco product, tire, appliance, mechanical equipment or part, building or construction material, tool, machinery, wood, motor vehicle or motor vehicle part, vessel, aircraft, farm machinery or equipment.

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 Department.

Non-Program Recyclables: Recyclable Materials not included in the list of Program Recyclables provided in Exhibit I and which are segregated from other materials in the waste stream.

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 Florida or any other state; any county of the State; and any governmental agency of this State or the Federal Government.

Premises: Improved Real Property.

Program Recyclables: Container and Paper Program Recyclables that have been designated by the Board as mandatory Recyclable Materials for Residential and Commercial Customers, as further defined in Exhibit I.

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), F.S. Requirements for handling such waste shall be in accordance with Chapters 64E-4 and 64E-5, Florida Administrative Code.

Rates: Board-approved amounts to be charged by Franchisee for Residential Collection Services, for contracted Commercial Collection Services, or for Supplemental Collection Services.

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.

Recyclable Materials or Recyclables: Materials that are capable of being recycled and are defined within the Solid Waste Ordinance, as amended. This term encompasses Program Recyclables and Non-Program Recyclables.

Recycling Cart: Roll Cart, authorized and approved by the Administrative Agent, for collection of Program Recyclables from Customers utilizing such Program Recyclables collection service. Plastic bags shall not be used in lieu of or within Recycling Carts. Each container shall not exceed the weight limit on cart when filled.

Recycling Container: Any container authorized and approved by the Administrative Agent, for the collection of Recyclable Materials including, but not limited to, Recycling Bin, Recycling Cart, Class II Recycling Containers, and Commercial Recycling Containers.

Residential Collection Service: The collection of Residential Waste from Residential Customers.

Residential Customer: A Person who occupies Residential Real Property 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.

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.

Residential Supplemental Collection Services: Services provided by Franchisee that are not included in the Residential Collection Services covered by Annual 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 feet from a public or private way; in-ground container service; bulk or roll-off container maintenance for Customer-owned containers; service for loose Residential Waste not properly prepared; Class II Container, Class II Recycling Container, or roll-off container 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 Annual Assessment.

Residential Waste: Solid Waste, Yard Trash, Program Recyclables, Bulk Waste, E-waste, and White Goods generated upon the Residential Customer's Residential Real Property.

Roll Cart: A heavy-duty plastic container having a hinged tight-fitting lid and mounted on two wheels that is compatible with hydraulic dumping mechanisms mounted on waste collection vehicles. Each container shall not exceed the weight limit on cart when filled.

Service District: The Solid Waste Service District(s) to be served by Franchisee and defined in the Solid Waste Ordinance.

Set Out: An action, event, or instance comprised of the proper placement of Solid Waste, Program Recyclables, or Yard Trash for Collection at Customer's premises, in accordance with County Code.

Single Stream Recycling: Collection of Container Program Recyclables and Paper Program Recyclables, as defined in Exhibit I, in the same Recycling Container.

Site Service (Commercial Collection Service): Collection using Site Service Containers, Curbside Service Containers, or Roll Carts, and may include Commercial Customer Recyclable Materials Collection if Franchisee is contracted by Customer to provide such service.

Site Service Container (Class II and Commercial Service Container): Any container including, but not limited to, dumpster, roll-off, or compaction equipment, approved by the Administrative Agent to be used for the collection of Solid Waste or Yard Trash from any Class II Customer or Commercial Customer receiving Site Service and utilizing dumpster, roll-off or compaction collection service. Solid Waste and Yard Trash shall not be commingled in the same container.

Site Service Recycling Container (Class II and Commercial Service Recycling Container): A Commercial Recycling Container or Class II Recycling Container.

Sludge: Defined in 403.703, F.S. as amended and provided here: *accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.*

Solid Waste: Defined in section 403.703, F.S. as amended and provided here: *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.* This term does not include Disaster Debris.

Solid Waste Management Department: Sarasota County Solid Waste Management Department or the County entity to which the Executive Director assigns the responsibility of administering the Franchise Agreement and the County Solid Waste Ordinance.

Solid Waste Ordinance: Sarasota County Code of Ordinances, Chapter 106, as amended.

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, and Biological Wastes.

Supplemental Collection Service: Residential Supplemental Collection Service and Commercial Supplemental Collection Service.

Tire: A vehicular tire up to 25" in diameter removed from the vehicle which may be on or off of the wheel rim. This does not include tires from non-motorized vehicles such as bicycles, lawnmowers, or wheelbarrows and does not include non-pneumatic, solid tires.

White Goods: Inoperative or discarded appliances including, but not limited to, air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

Yard Trash: Vegetative matter resulting from landscaping maintenance including, but not limited to, 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 the Agreement.

Exhibit C: Service Area Legal Description – North District
SOLID WASTE SERVICE UNINCORPORATED SARASOTA COUNTY

SERVICE AREA LEGAL DESCRIPTION SOLID WASTE SERVICE UNINCORPORATED SARASOTA COUNTY

NORTH AREA

Those portions of Sections 1 and 2, Township 36S Range 17E, less and except the incorporated limits of the City of Sarasota.

Also, all of Sections 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 24, 25, 26, 34, 35 and 36, Township 36S, Range 18E.

Also, those portions of Sections 6, 7, 8, 14, 15, 16, 17, 22, 23, 27, 28, 32 and 33, Township 36S, Range 18E, less and except the incorporated limits of the City of Sarasota.

Also, all of Sections 1-36, inclusive, Township 36S, Range 19E. Also, all of Sections 1-36, inclusive, Township 36S, Range 20E.

Also, all of Sections 1, 2, 3, 4, 8, 9, 10, 11, 12, 15, 16 and 22, Township 37S, Range 18E.

Also, that portion of Section 5, Township 37S, Range 18E, less and except the incorporated limits of the City of Sarasota.

Also, those portions of Section 17, 20, 21 and 28, Township 37S, Range 18E, lying Northeasterly of US. 41 (Tamiami Trail).

Also, those portions of Sections 23 and 26, Township 37S, Range 18E, lying Westerly of McIntosh Road.

Also, that portion of Section 27, Township 37S, Range 18E, lying Northeasterly of US. 41 (Tamiami Trail) and Westerly of McIntosh Road.


Also, all of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, Township 37S, Range 19E.

Also, those portions of Sections 15, 16, 17, 18, 22, 23 and 24, Township 37S, Range 19E, lying Northerly of Clark Road (State Road 72).

Also, all of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 22, 23, 24, 25 and 26, Township 37S, Range 20E.

Also, those portions of Sections 19, 20, 21, 27, 28, 34, 35 and 36, Township 37S, Range 20E, lying Northerly of Clark Road (State Road 72).

Prepared by:


TERI S. OWEN, COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
SARASOTA COUNTY PUBLIC WORKS
TRANSPORTATION, SURVEY-MAPPING
1001 SARASOTA CENTER BOULEVARD
SARASOTA, FLORIDA 34240

9.8.22
DATE

Rev: 9-7-22



Exhibit D: Service Area Map – North District

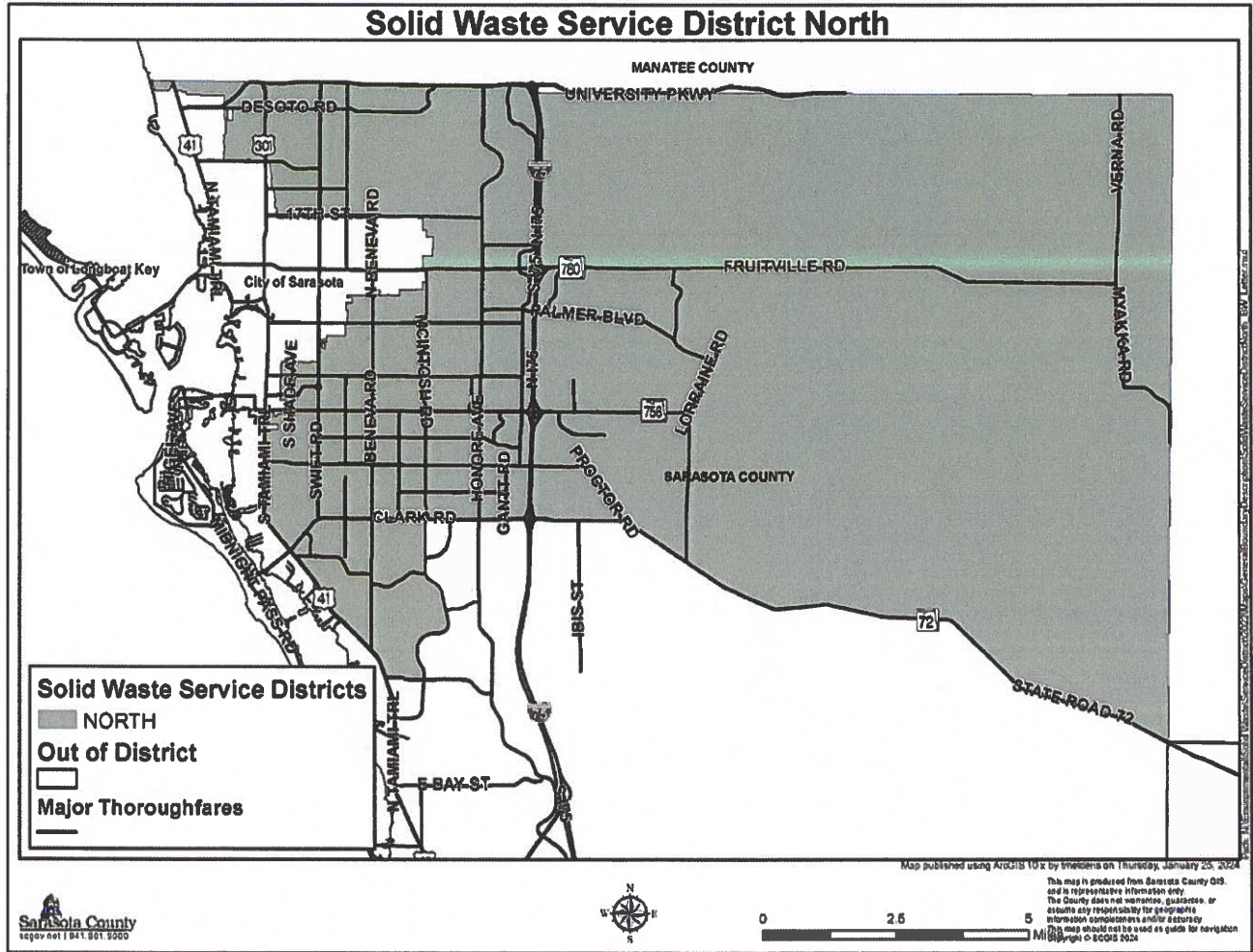


Exhibit E: Calculation of Annual Rate Adjustment

The unit price for Contracted Services shall remain the same throughout the first year of the Agreement. Effective April 1, 2026, and the same date each year thereafter during the term of the Agreement, one-hundred percent (100%) of Rates in Exhibit A shall be adjusted based on the annual percentage change between the Consumer Price Index (CPI) for October of the prior year and for October of the current year. The total adjustment to the Rates in any given year shall not exceed five percent (5%) or fall below zero percent (0%) of the previous year's Rates.

The annual adjustment shall be calculated as follows:

$$\text{New Rate} = [100\% \times R \times (\text{CPI } 2 / \text{CPI } 1)]$$

Where:

"R" = Rate currently in effect

"CPI" = All Urban Consumers (CPI-U), South Urban Region; All Items not seasonally adjusted, 1982- 1984=100 reference base, Series CUUR0300SA0, published by the United States Bureau of Labor Statistics.

"CPI 1" = The published CPI for October of the prior year.

"CPI 2" = The published CPI for October of the current year.

Exhibit F: Calculation of Disposal Rate Adjustment

Sarasota County may adjust the County Drop-off Charge or tip fees during the term of the Agreement.

Residential Disposal Rate and Adjustment Calculations:

As defined within the Agreement, Disposal Drop-off Charge rates for Residential Customers are included within the Residential Annual Assessment as defined in Sec. 106-36 of the Sarasota County Code of Ordinances and shall not be included in rate calculations for Residential Services. This shall include all Residential Supplemental Services. As such, no Disposal Rate Calculations shall apply to Residential Services.

Commercial Disposal Rate and Adjustment Calculations:

The Disposal Drop-off Charge shall be a component to the Commercial Customer Base Rate to all containers that include disposal. Should any change in the County's Drop-off Charges occur, Franchisee, with the written approval of Administrative Agent, may apply the applicable percentage change of increase to the future Commercial Customer Base Rate Drop-off Charge to all containers that include disposal. This percentage shall be calculated as follows:

$((\text{New Drop-off Charge} - \text{Previous Drop-off Charge}) / \text{Previous Drop-off Charge} \times 100\%) = \text{Percentage Change}$

$((\text{Existing Commercial Customer Disposal Charge} \times \text{Percentage Change}) + \text{Existing Commercial Customer Disposal Charge}) = \text{New Commercial Customer Disposal Charge}$

Note: Disposal rates or Drop-off Charges for roll-off containers are based on scale tickets.

Exhibit G – Insurance Requirements

FRANCHISEE’S INSURANCE

Franchisee shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County’s review or acceptance of insurance maintained by Franchisee, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Franchisee under this Contract.

Insurance requirements itemized in this Contract and required of the Franchisee shall extend to all subcontractors to cover their operations performed under this Contract. The Franchisee shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best’s Financial Strength Rating of A-Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability.

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.

Franchisee shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation. Notwithstanding these notification requirements, the Franchisee will be required to provide County with 10-day prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

A. WORKERS’ COMPENSATION: Franchisee agrees to maintain Workers’ Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000 per accident/per disease/per employee.

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.

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.

B. COMMERCIAL GENERAL LIABILITY: Franchisee agrees to maintain Commercial General

Liability insurance per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate covering all work performed under this contract. Franchisee agrees to endorse Sarasota County Government as an additional insured on the Commercial General Liability coverage.

- C. **UMBRELLA/EXCESS LIABILITY:** Franchisee agrees to maintain Umbrella or Excess Liability insurance with limits not less than \$5,000,000 each occurrence and in the aggregate. Coverage shall follow the terms of the underlying insurance, including the additional insured provisions.
- D. **BUSINESS AUTOMOBILE LIABILITY:** Franchisee agrees to maintain Business Automobile Liability insurance with limits not less than \$1,000,000 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this contract. 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 the Franchisee is shipping a product via common carrier, the Franchisee shall be responsible for any loss or damage sustained in delivery/transit.

- E. **POLLUTION LIABILITY:** Franchisee agrees to maintain Pollution Liability coverage with limits not less than \$5,000,000 per claim/occurrence for bodily injury, property damage and environmental damage from sudden and gradual occurrences resulting from pollution conditions arising out of the work or services performed under this Contract (including any transportation and disposal of hazardous materials or pollutants). Coverage shall include, but not be limited to, third party liability, clean up, corrective action including assessment, remediation, and defense costs. If coverage is written on a claims-made basis: a. Any retroactive date shall precede the effective date of this Contract; b. Franchisee shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this Contract is made or provide evidence showing Franchisee has obtained a two-year extended reporting period endorsement.

Exhibit H: Roll Cart and Container Specifications

Roll Carts

The following are minimum requirements for Franchisee-provided Garbage Carts and Recycling Carts. Franchisee must provide a prototype of each of the standard-sized Roll Carts (94-96 gallons for Garbage Cart and 64-66 gallons for Recycling Cart) that meet the following technical specifications to the Administrative Agent for approval prior to ordering the Roll Carts. The County reserves the right to waive the requirement for a prototype.

Construction and Design	<p>Must meet American National Standards Institute (ANSI) Standards Z245.30 and AZ245.60 "Type B/G" containers, all rules, regulations, and laws pertaining to this product.</p> <p>Roll Carts must be produced by a major manufacturer approved by the Administrative Agent.</p> <p>The upper lift point shall be permanently molded into the Roll Cart and the lower must be a 1" diameter galvanized free floating metal bar or composite equivalent, securely attached to prevent failure or loss. Molded bars are unacceptable.</p> <p>The Roll Cart must be manufactured with a narrow width design to fit through a 30" door opening.</p>
Size (Capacity)	<p>Three different sized Roll Carts are required with the following capacities:</p> <ul style="list-style-type: none"> ○ Large = 94-96 gallon ○ Medium = 64-66 gallon ○ Small = 32-35 gallon
Materials	<p>Must be rotationally or injection molded using medium to high density 100% recyclable polyethylene.</p> <p>Minimum resin weight of unassembled Roll Cart, including cart body and lid, must be:</p> <ul style="list-style-type: none"> ○ 30 pounds or greater for large Roll Cart ○ 22 pounds or greater for medium Roll Cart ○ 15 pounds or greater for small Roll Cart <p>Resin used in the manufacturing process must contain a minimum of 25 percent post-consumer recycled material.</p> <p>All plastic parts must be stabilized against ultraviolet light deterioration with a UV stabilizer additive.</p>

<p>Body</p>	<p>The body of the Roll Cart must be one piece.</p> <p>The Roll Cart wall and bottom thickness must be a minimum of 0.150 inches.</p> <p>The body of the Roll Cart must be designed with a drag rail on the container bottom and reinforced in the area that contacts the ground with a molded-in bottom wear strip.</p> <p>The top of the body must be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim must have a raised inner perimeter. The rim of the Roll Cart must not be designed to have an inward radius to obstruct free flow emptying of the material out of the container.</p>
<p>Lid</p>	<p>Lids must be of a configuration that will not warp, bend, slump, or distort to such an extent that they no longer fit the body properly or become otherwise unserviceable.</p> <p>The lid must be one-piece construction and securely attached to the rear of the wheeled section of the Roll Cart using a rustproof, weather-resistant fastener system.</p> <p>The lid must be hinged to open to a position of 270 degrees from the closed position and hang open without stressing the lid, body, or tipping over the Roll Cart.</p> <p>Lids must be designed to be easily removed in the event of damage or failure. Lid latches are not acceptable.</p>
<p>Handle</p>	<p>Each Roll Cart must have a horizontal handle(s) to provide comfortable gripping areas for pushing or pulling the Roll Cart.</p> <p>The handle must be integrally molded into the body or lid, and only plastic surfaces shall be exposed to the hands of the user.</p>
<p>Wheels/Axle</p>	<p>Roll Carts must be equipped with two (2) plastic molded or rubber wheels making the cart capable of being easily moved and maneuvered.</p> <p>Wheels shall be snap-on or attached in a way that prevents unintended detachment.</p> <p>Wheels must be a minimum of 10 inches in diameter for large and medium Roll Carts and a minimum of 8 inches in diameter for small Roll Carts.</p> <p>Each Roll Cart must have a minimum 5/8-inch diameter axle with a corrosion-resistant coating that must be securely attached to the body by molded axle retainers.</p> <p>The wheels and axle must be rated to meet the maximum load requirement of 3.5 pounds per gallon.</p>
<p>Stability</p>	<p>Roll Carts must be able to remain stable and upright in winds up to 30 miles per hour when empty.</p>

<p>Color</p>	<p>Color must not be streaked in the finished product and must be colorfast so that the color does not alter significantly with normal use. Painted Roll Carts are unacceptable.</p> <p>The Garbage Roll Cart color to be specified by the County.</p> <p>The Recycling Roll Cart color to be specified by the County.</p> <p>The final color selection must be approved by the Administrative Agent prior to manufacturing.</p>
<p>Markings</p>	<p>All Roll Cart markings are subject to approval by the Administrative Agent prior to order placement.</p> <p>Sequential serial numbers must be molded, branded, or hot-stamped into the front of the body with white color. An eight to ten (8-10) alpha/numeric serial number shall be used as determined by the County.</p> <p>A Sarasota County logo and recycling logo must be clearly molded, inscribed, or hot-stamped into both sides of the body with the following wording in one inch lettering: Property of Sarasota County.</p> <p>Lids must have the following markings:</p> <ul style="list-style-type: none"> ○ Instructions for which side of the Roll Cart must face the street for collection. ○ Recycling Roll Cart lids must have an in-mold label with program instructions as provided by the County. ○ ANSI and regulatory labeling required.
<p>RFID Tags</p>	<p>For County use each Roll Cart must have a unique integrated RFID tag installed into the Roll Cart.</p> <p>RFID tags must be passive ultra-high frequency (UHF) with an optimal operating frequency of 860-960 MHz.</p> <p>RFID tags must have an optimal operating temperature of -40°F to +149°F.</p> <p>The dry inlay must meet ISO/IEC 18000-6C and EPD Global Gen 2 standards.</p> <p>RFID tag values must be written and locked.</p> <p>All RFID tags must be attached so that the tags have no exposure to outside elements, are not visible to the customer, and are tamper resistant.</p> <p>RFID tags placed inside of the body of the Roll Cart are unacceptable.</p> <p>Adhesive or sticker RFID tags are unacceptable.</p> <p>Each RFID tag must be tested at the manufacturing facility to ensure that it is working properly.</p>

<p>Warranty</p>	<p>Roll Carts must be fully (100%) warranted against defects in materials and workmanship for a minimum period of ten (10) years from the date of delivery and must be transferrable to Sarasota County at expiration of the Agreement.</p> <p>The warranty must be unconditional and non-prorated providing the County with assurance of full Roll Cart replacement. The warranty must survive the termination of any contract for the manufacture and/or A&D of Roll Carts.</p> <p>Warranty is understood to include the following coverage:</p> <ul style="list-style-type: none"> ○ Failure of the lid to prevent rainwater from entering the Roll Cart when the lid is closed on the body. ○ Damage to the body, the lid, or any component parts through opening or closing the lid. ○ Failure of the lid hinge to remain fully functional and continually hold lid in the originally designed and intended positions when either opened or closed. ○ Failure of the body and lid to maintain its original shape. ○ Wear through of Roll Cart bottom so that it leaks liquid. ○ Failure of the wheels to provide continuous, easy mobility, as originally designed. ○ Failure of any part to conform to minimum standards as specified.
<p>Asset Management</p>	<p>A manufacturing database must be maintained that includes each Roll Cart’s RFID tag identification, serial number, date of manufacture, location of manufacturer, Roll Cart type, color, and size.</p> <p>If applicable due to a change in manufacturers, transition of data between manufacturers is required.</p> <p>At the time and point of delivery, the RFID tag, date, time, and latitude/longitude of the Roll Cart’s delivery must be captured and associated with the manufacturing database and the residential physical address to which the Roll Cart is assigned.</p> <p>The combined databases consisting of the manufacturing information and A&D information shall be uploaded into the web-based service verification system no later than seven (7) Days following the Commencement Date and maintained through the term of the Agreement as provided for in Section 17.1.</p> <p>At the termination of the Agreement, the asset management database shall be transmitted to the Administrative Agent in an acceptable format.</p>

Exhibit I: Program Recyclables

All program recyclables shall be collected via a single stream cart. Categories are defined below.

CONTAINER PROGRAM RECYCLABLES:

1. **Steel and Tin Cans.** Food or beverage containers which consist primarily of ferrous metals, commonly called tin cans and steel jar lids, and empty aerosol containers. Aerosol containers containing household hazardous waste are not acceptable.

Aluminum Cans. Used beverage containers.

Aluminum Foil. Aluminum sheets or wrapping, clean of food, commonly used in food preparation or storage whether in sheets or formed (such as food trays) into flexible containers.

Glass. Any food or beverage container that is constructed of glass of any color.

Plastic Bottles (SPI codes No. 1- 7). The following plastic bottles with a neck, (as coded and labeled on the item by number placed inside a triangle and letters placed below the triangle pursuant to F.S. § 403.708(9)), as may be amended from time to time: High Density Polyethylene (coded and labeled HDPE, #2) bottles, and Polyethylene Terephthalate (coded and labeled PET, #1) bottles which are any color.

Polycoated Paper Cartons. Aseptic boxes and gable-top containers such as juice boxes, brick packs, milk, and juice cartons.

PAPER PROGRAM RECYCLABLES:

1. **Newspaper.** Loose or paper-bagged newsprint, including advertising inserts delivered in the newspaper, but excluding aged, yellowed, sunburned paper or water-saturated paper. Plastic sleeves should be removed from newspaper before being placed in a Recycling Container.

Corrugated Cardboard. Cardboard with folded ridges, grooves, or wrinkles placed between flat paper surfaces and commonly used for cartons or boxes. Liners consist of Kraft, jute, or test liner. All corrugated cardboard shall be flattened and cut down to size, no more than two feet by three feet. Staples and tape with water soluble glues do not have to be removed. Wax-coated and corrugated cardboard are not acceptable.

High Grade and Other Mixed Paper. Mixed paper, including magazines and catalogs composed of glossy paper, telephone books, white or colored bond paper, book paper, computer paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, office paper, printing paper, stationary, writing paper, photocopy or copy machine paper, laser paper, paper envelopes with or without plastic windows, carbonless (NCR) paper, brown Kraft paper, paper grocery bags, tabulating cards, facsimile paper, and manila folders, but excludes paper coated or contaminated with metallic, plastic, wax, carbon, ammonia, or non-soluble glue. Shredded paper placed in paper or opaque plastic bags is acceptable.

Exhibit J: Bond Requirement

In accordance with Agreement Section 24:

Franchisee shall furnish the County with a Performance and Payment Bond (“Bond”) for Franchisee’s performance of this Agreement. The Bond shall be provided prior to submittal of this Agreement for Board approval. The Bond shall be in an amount not less than the value of fifty percent (50%) of the County’s proposed budget amount for the upcoming year for Residential Collection Service as determined by the County and in the appropriate amount calculated in accordance with Exhibit J. The term of the Bond shall be no less than one (1) year beginning on the commencement date. The franchisee shall furnish the County with a renewal of the Bond for an additional term of not less than one (1) year from the expiration date of the Bond then in effect for each year this Agreement is in effect. The renewal of the Bond shall be submitted at least thirty (30) days prior to the expiration date of the Bond then in effect.

The 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: “A” or better, and a “T” Underwriting Limitation which is not exceeded by the Bond. The Bond shall contain in type or print the description of the program.

**SARASOTA COUNTY GOVERNMENT
PERFORMANCE AND PAYMENT BOND**

BOND NO.:	800017461
BOND TERM:	March 30, 2025 to March 29, 2026
PRINCIPAL NAME:	Waste Pro of Florida, Inc.
PRINCIPAL ADDRESS:	7921 15th St. E Sarasota, FL 34243
PRINCIPAL PHONE NO.:	(941) 355-9600
SURETY COMPANY:	Atlantic Specialty Insurance Company One State Street Plaza Floor 31 New York, New York 10004
SURETY AGENT:	Willis Towers Watson Southeast, Inc. 5 Concourse Pkwy, 18th FL Atlanta, GA 30328
OBLIGEE NAME:	Sarasota County Board of County Commissioners
OBLIGEE ADDRESS:	1660 Ringling Boulevard Sarasota FL 34236
OBLIGEE PHONE NO.:	941-861-5000
BOND AMOUNT:	\$5,830,100.88
CONTRACT NO.:	
DESCRIPTION OF WORK:	Residential and commercial solid waste, recyclable material and yard trash collection services for the North Service District.
PROJECT ADDRESS:	Solid Waste Service District North

BY THIS BOND, we, Waste Pro of Florida, Inc. , as Principal and Atlantic Specialty Insurance Company , a corporation, as Surety, are bound to Sarasota County Board of County Commissioners, herein called County or Obligee, in the sum of **\$5,830,100.88**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

**SARASOTA COUNTY GOVERNMENT
PERFORMANCE AND PAYMENT BOND**

The conditions of this bond are that if Principal:

1. (i) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract dated _____ between Principal and County for performance of SOLID WASTE, RECYCLABLE MATERIALS, AND YARD TRASH COLLECTION FRANCHISE AGREEMENT FOR THE NORTH DISTRICT, made part of this bond by reference, during the original term of the contract and any extensions thereof that are granted by the County, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (ii) performs and fulfills all the undertakings, covenants, terms, conditions and agreements of any and all duty authorized modification of the contract that hereafter are made, notice of those modifications to the Surety(ies) being hereby waived; and
2. Promptly makes payments to all claimants supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the contract;

Then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect surety's obligation under this bond.

**SARASOTA COUNTY GOVERNMENT
PERFORMANCE AND PAYMENT BOND**

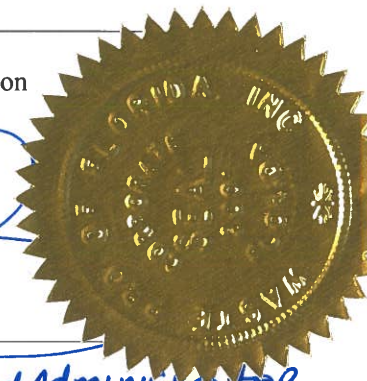
In witness whereof, the said Principal and Surety have signed and sealed this instrument on
this 23 day of February, 2024.

Waste Pro of Florida, Inc.
Principal

By: *Malen*

Its: Malen Velez, Bond Administrator

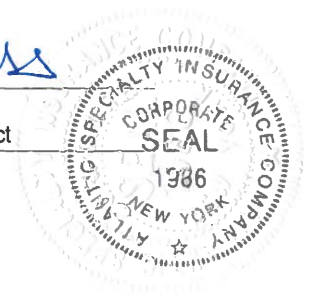
(SEAL)



Atlantic Specialty Insurance Company
Surety

By: *Lisa A. Pless*

Its: Lisa A. Pless, Attorney-in-Fact



Approved as to form and execution:

By: *J. Maye*
Attorney to Board of County Commissioners
of Sarasota County, Florida SSS

Any Claims under this bond may be addressed to
(name and address of Surety):

Atlantic Specialty Insurance Company
One State Street Plaza Floor 31
New York, New York 10004

Telephone No: (781) 332-7000

Name and address of agent or representative in Florida if different from above:

Lauren Amanda Vidal, LIC #W322899
1450 Brickell Avenue
Miami, FL 33131

Telephone No: (305) 421-6215



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Lisa A. Pless, Chaun M. Wilson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

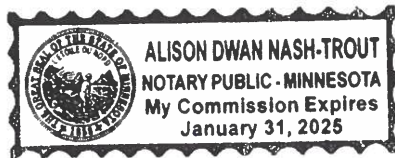
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, _____.

This Power of Attorney expires
January 31, 2025




Kara L.B. Barrow, Secretary



Atlantic Specialty Insurance Company

Period Ended 12/31/2022

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 2,216,201	Loss Reserves	\$ 1,093,968
Preferred Stocks	-	Loss Adjustment Expense Reserves	<u>347,884</u>
Common Stocks	752,567	Total Loss & LAE Reserves	1,441,852
Mortgage Loans	-	Unearned Premium Reserve	735,813
Real Estate	-	Total Reinsurance Liabilities	42,785
Contract Loans	-	Commissions, Other Expenses, and Taxes due	88,767
Derivatives	-	Derivatives	-
Cash, Cash Equivalents & Short Term Investments	306,498	Payable to Parent, Subs or Affiliates	-
Other Investments	<u>20,805</u>	All Other Liabilities	<u>632,598</u>
Total Cash & Investments	<u>3,296,071</u>	Total Liabilities	<u>2,921,725</u>
Premiums and Considerations Due	332,718	Capital and Surplus	
Reinsurance Recoverable	39,231	Common Capital Stock	9,001
Receivable from Parent, Subsidiary or Affiliates	2,250	Preferred Capital Stock	-
All Other Admitted Assets	<u>79,777</u>	Surplus Notes	-
Total Admitted Assets	<u>3,750,047</u>	Unassigned Surplus	174,558
		Other Including Gross Contributed	<u>644,763</u>
		Capital & Surplus	828,322
		Total Liabilities and C&S	<u>3,750,047</u>

State of Minnesota
County of Hennepin

I, Kara L.B. Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2022, according to the best of my information, knowledge and belief.


Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 16th day of March, 2023.


Notary Public

