

**SOLID WASTE FRANCHISE AGREEMENT  
UNINCORPORATED MANATEE COUNTY  
COLLECTION SERVICE AREA 2**

THIS FRANCHISE AGREEMENT, made and entered into this 22<sup>ND</sup> day of APRIL, 2008, by and between Waste Management Inc. of Florida, a Florida corporation, with its principal place of business located at 1001 Fannin, Suite 4000, Houston, Texas 77002, hereinafter referred to as "the Authorized Collector", and Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as "the County".

**WITNESSETH:**

WHEREAS, pursuant to Section 125.01, Florida Statutes, Chapter 85-457, Laws of Florida, and Chapter 2-16, Manatee County Code of Ordinances, as amended, the County is authorized to grant exclusive franchises for the collection of solid waste, recyclable materials, and yard trash within the unincorporated areas of Manatee County, Florida; and

WHEREAS, a public announcement dated May 9, 2007, was made, distributed and published by the County requesting proposals (RFP#07-0470-RC) for the selection of a contractor to provide Solid Waste, Recyclables, and Yard Waste Collection Services; and

WHEREAS, the Authorized Collector submitted a proposal dated August 31, 2007, in response to the request for proposals (RFP#07-0470-RC), and subsequently made presentations and representations which were relied upon by the County in selecting the Authorized Collector; and

WHEREAS, the Authorized Collector has presented satisfactory evidence to the County that it has adequate physical, operational, financial and technical capabilities to provide the services described in this Agreement in compliance with all rules and regulations of the County; and

WHEREAS, the County has determined that the granting of an exclusive franchise to the Authorized Collector for residential and commercial solid waste, residential recyclable materials, and residential and commercial yard trash collection services is in the best interest of the County; and

WHEREAS, pursuant to Chapter 2-16, Manatee County Code of Ordinances, as amended, the Authorized Collector shall pay a fee in the amount of twelve percent (12%) on the services to be provided under this Agreement as a franchise fee; and

WHEREAS, the County and the Authorized Collector have negotiated the terms and provisions of this Agreement, which will become effective October 1, 2008; and

WHEREAS, the capacity of the Authorized Collector to provide the services described in this Agreement is an essential relationship of trust and confidence between the County and the Authorized Collector.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the County and the Authorized Collector, each intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – DEFINITIONS**

Unless otherwise specifically stated in this Agreement, the definitions contained in Section 403.703,

Florida Statutes, and Chapter 2-16, Manatee County Code of Ordinances, as amended, shall apply to the terms used in this Agreement.

## ARTICLE 2 – SCOPE OF WORK

### **2.1 General Requirements**

The Authorized Collector shall provide residential and commercial collection services, principally through the local operating facility, Waste Management of Manatee County, located at 6120 21st Street East, Bradenton, Florida 34203, on an exclusive basis within the following portions of unincorporated Manatee County, hereinafter referred to as the "Collection Service Area", under the terms and conditions set forth in this Agreement.

#### Collection Service Area 2

All of unincorporated Manatee County lying south of State Road 64 (south side of centerline of road) to the Sarasota/Manatee County line, and from the eastern County line to 14th Street West (east side of centerline of road).

The boundaries of the Collection Service Area described above are depicted on the map in Exhibit A, attached hereto and made a part hereof.

The Authorized Collector shall provide, directly or through subcontractors approved by the County Administrator, all labor, materials, vehicles, equipment, skills, tools, machinery, supervision, buildings, facilities, and other services to provide the collection services required herein. The Authorized Collector, at the Authorized Collector's sole cost and expense, shall pay all costs, expenses, fees and charges required to perform the collection services, including, but not limited to, permit fees, license fees, and disposal fees or charges at any disposal facility. The Authorized Collector shall pay all federal, state and local taxes and assessments, including, but not limited to, sales tax, social security, worker's compensation, unemployment insurance, and other required taxes and assessments which may be chargeable against labor, materials, equipment, vehicles, buildings, real estate, and any other items necessary to and incurred in the performance of this Agreement.

The work consists of providing residential solid waste collection service (including separate solid waste collection, separate recyclable materials collection, separate yard trash collection, and separate special waste collection) and commercial collection service (including, but not limited to, front-end and roll-off services) in the Collection Service Area in compliance with all county, state and federal laws, ordinances, codes, rules and regulations.

The collection, transportation and disposal of solid waste, recyclable materials, and yard trash in the County is governed by a combination of legislative enactments, including, but not limited to, Chapter 403, Part IV, Florida Statutes, Chapter 85-457, Laws of Florida, and Chapter 2-16, Manatee County Code of Ordinances, as amended.

### **2.2 Residential Collection Service**

Except as otherwise provided in this Agreement, the Authorized Collector shall collect and remove all properly contained or bundled solid waste, recyclable materials, yard trash and special waste (excluding white goods, e-scrap, more than two (2) tires per pickup, or more than two (2) other special waste items per pickup) placed out in accordance with Chapter 2-16, Manatee County Code of Ordinances, as amended, from all residences in the Collection Service Area, except those granted individual exemptions.

Residential collection service shall include multifamily developments not receiving commercial service.

Residential collection shall be picked up at the curb; however, there will be instances when collection shall be provided at the rear door or from enclosures or underground containers. If enclosures or underground containers are located within three (3) feet of the curb or driveway, the residential service charges for such collection service shall apply. If the distance to the enclosures or underground containers is greater than three (3) feet from the curb or driveway, non-curbside solid waste pickup rate shall apply. The County Administrator shall make the final determination as to which rate shall apply.

Residential collection service shall consist of the following pickups per week:

- A. Two (2) pickups per week, with at least two (2) days between each pickup, for solid waste. The specific collection days for each portion of the Collection Service Area shall be established by the Authorized Collector and approved by the County Administrator. The collection days may be changed from time to time with the approval of the County Administrator.
- B. One (1) pickup per week for yard trash. The specific collection days for each portion of the Collection Service Area shall be established by the Authorized Collector and approved by the County Administrator. The collection days may be changed from time to time with the approval of the County Administrator.
- C. One (1) pickup per week for recyclable materials. The specific collection days for each portion of the Collection Service Area shall be established by the Authorized Collector and approved by the County Administrator. The collection days may be changed from time to time with the approval of the County Administrator.

If a holiday falls on a regular collection day, the Authorized Collector shall, at least six (6) months in advance of the holiday, request approval from the County Administrator regarding an alternative collection schedule for the holiday.

Residential collection service shall not be conducted before 6:00 a.m. or after 6:00 p.m. No residential collection shall be made on Sunday.

In case of a County emergency, as determined by the County Administrator, the requirements set forth in this section may be changed by the County Administrator.

### **2.3 Multifamily Developments**

Multifamily developments may receive either residential collection service or commercial collection service. The determination whether multifamily developments receive commercial collection service shall be made by the County Administrator in accordance with Chapter 2-16, Manatee Code of Ordinances, as amended.

The Authorized Collector shall collect and remove all recyclable materials from multifamily developments that are receiving commercial collection service. Multifamily recyclable materials collection service shall consist of one (1) pickup per week at the same rate as residential collection of recyclable materials.

Prior to scheduling the commencement of recyclable materials collection service at each multifamily site,

the multifamily development shall submit documentation of written approval from any necessary or appropriate departments as determined by the County Administrator pertaining to service at such site, including, but not limited to, site conditions, location, access, proposed containers, and proposed vehicles to service containers.

#### **2.4 Commercial Collection Service**

Except as otherwise provided in this Agreement, the Authorized Collector shall collect and remove all properly contained or bundled solid waste and yard trash placed out in accordance with Chapter 2-16, Manatee County Code of Ordinances, as amended, from all commercial establishments in the Collection Service Area. The nature and frequency of commercial collection service shall be agreed upon by the customer, the County Administrator, and the Authorized Collector; provided, however, such solid waste collection shall be made at least one (1) time per week. Notwithstanding any provisions of this section, vacated commercial establishments shall not be subject to the minimum collection service frequency.

The rates listed in Exhibit B, attached hereto and made a part hereof, shall be used for determining payment to the Authorized Collector as specified in section 3.1 of this Agreement. The pull charge per compacted yard of refuse is for solid waste placed in a refuse bin with attached/detachable mechanical compacting device and excludes compactor rental and maintenance charge. The pull charge per uncompacted yard of refuse is for solid waste placed in a refuse bin without a compacting device and excludes refuse bin maintenance charge. Bulk service and roll-off container service are based on cubic yards and exclude maintenance charges.

Commercial collection service shall not be conducted before 5:00 a.m. or after 7:00 p.m. No commercial collection shall be made on Sunday. The Authorized Collector shall maintain and keep current all records and files necessary to document commercial collection service.

The Authorized Collector shall not provide commercial collection service to customers for noncontinuous payment until otherwise notified in writing by the County Administrator.

The Authorized Collector shall, on a nonexclusive basis, collect recyclable materials from any commercial establishment in the Collection Service Area that requests such service. At a minimum, the Authorized Collector shall collect the same recyclable materials that are collected from residences. In this capacity, the Authorized Collector is acting as a private hauler and shall be responsible for billing and collection of payment for recyclable materials service from commercial establishments. The Authorized Collector shall charge no more than the maximum commercial recycling rates specified in Exhibit C, attached hereto and made a part hereof, but may charge less. The Authorized Collector shall submit a monthly report to the County Administrator listing the amount and types of recyclable materials collected from commercial establishments during the previous month.

Prior to scheduling the commencement of recyclable materials collection service at each commercial site, the commercial establishment shall submit documentation of written approval from any necessary or appropriate departments as determined by the County Administrator pertaining to service at such site, including, but not limited to, site conditions, location, access, proposed containers, and proposed vehicles to service containers.

#### **2.5 Special Waste Collection Service**

Except as otherwise provided in this Agreement, the Authorized Collector shall collect special waste, excluding white goods, e-scrap, more than two (2) tires per pickup, and more than two (2) other special waste items per pickup, from residential improved real property as part of the residential collection

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service charge. Collection of all other special waste will be charged at the rates specified in Exhibit D, attached hereto and made a part hereof. Upon the County receiving a request for the collection of special waste from the owner or occupant of residential improved real property, the County shall notify the Authorized Collector of the request. The Authorized Collector shall schedule a date to collect such special waste within one (1) week (including weekends and holidays) from the date of the request, and the County shall notify the customer requesting such service. The County will include the charges for special waste collection service on the monthly bill and the Authorized Collector will receive payment as provided in section 3.1 of this Agreement.

Multifamily developments receiving residential collection service shall receive the same special waste collection service as provided to residential improved real property.

The Authorized Collector shall provide an estimate to customers receiving commercial collection service regarding the cost for each special waste collection in advance of providing the service, but within two (2) working days of a request for such special waste collection. The Authorized Collector shall collect commercial special waste only after receiving approval of the estimated cost from the customer, but within three (3) working days of receiving such approval.

## **2.6 Extraordinary Collection Service**

Extraordinary collection service, such as removal of large quantities of loose yard trash or loose construction and demolition debris, is not included in the residential collection service charge. The County shall arrange for provision of extraordinary collection service with the customer upon request. The Authorized Collector shall provide such service at the service rate specified in Exhibit D. The County will include the charges for extraordinary collection service on the monthly bill and the Authorized Collector will receive payment as provided in section 3.1 of this Agreement.

## **2.7 Construction and Demolition Debris Collection Service**

The Authorized Collector shall collect and remove all properly contained or bundled construction and demolition debris resulting from home repair or renovation projects on residential property placed out in accordance with Chapter 2-16, Manatee County Code of Ordinances, as amended, from all residences in the Collection Service Area. Collection of any other construction and demolition debris is not governed by this Agreement.

## **2.8 Collection Service During Declared Emergency**

In the event of a Declared Emergency by the County, pursuant to authority of the Board of County Commissioners, the Authorized Collector's primary responsibility shall be to reestablish regular routes and schedules for collection of solid waste, recyclable materials, yard trash, and special waste as soon as possible.

During a Declared Emergency, the County may request the Authorized Collector to collect disaster debris within the Collection Service Area, or within an area specified by the County. Upon written authorization by the County Administrator, the Authorized Collector shall collect disaster debris in a specified area for a specified period of time and shall deliver such disaster debris to a location designated by the County. The Authorized Collector will be compensated for such services according to the rate schedule in the Disaster Preparedness Plan prepared by the Authorized Collector and approved by the County, provided the Authorized Collector's invoices are prepared in accordance with FEMA guidelines.

To prepare for such events, the Authorized Collector shall provide the County Administrator with a

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Disaster Preparedness Plan or an update of the prior year's approved plan no later than October 1 of each year, which plan is subject to approval by the County. The Disaster Preparedness Plan shall include plans for reestablishing regular collection routes and schedules, as well as for securing additional personnel and equipment, and shall contain proposed rates for collection services associated with the cleanup of debris from Declared Emergencies.

Nothing herein shall require the County to utilize the services of the Authorized Collector to collect debris during a Declared Emergency, or shall prevent the County from contracting with other parties to perform all or a portion of such work.

## **2.9 Backup Collection Service**

In the event of noncompliance, default or forfeiture of the Solid Waste Franchise Agreement by the Authorized Collector in Collection Service Area 1, the Authorized Collector agrees to provide backup collection service in said other Collection Service Area. Upon notice from the County, the Authorized Collector shall perform the same collection services as provided under this Agreement in the other Collection Service Area for a minimum period of six (6) months or until the effective date of a new Solid Waste Franchise Agreement in such other Collection Service Area. The Authorized Collector shall commence such backup collection service as expeditiously as possible after receipt of notice from the County. The County shall furnish to the Authorized Collector route sheets and any other data in its possession to expedite commencement of such backup collection service. The County may use a competitive selection process or any other process the County determines to be in the best interest of the County to grant a new franchise in the other Collection Service Area. The County agrees to pay and the Authorized Collector agrees to accept as full payment for such backup collection service the rates in effect in the other Collection Service Area at the time of performance of such services. The County further agrees to pay reasonable mobilization costs incurred by the Authorized Collector in furnishing personnel, vehicles and equipment necessary to provide such backup collection service in the other Collection Service Area. The County will not assess liquidated damages against the Authorized Collector in the other Collection Service Area for a period of ninety (90) days from commencement of such backup collection service.

## **2.10 County Recycling Service**

The Authorized Collector, at the Authorized Collector's sole cost and expense, shall collect and remove all contained or bundled office paper, corrugated cardboard, and all specified recyclable materials placed in containers at the sites listed in Exhibit E, attached hereto and made a part hereof, and all County government facilities constructed or acquired in the Collection Service Area during the term of this Agreement. The number and location of sites, types of materials to be collected, types of containers, means of providing containers, frequency of service, and provision of paper shredding services at the sole expense of the Authorized Collector shall be mutually agreed upon by the Authorized Collector and the County Administrator. The Authorized Collector shall recycle all paper and recyclable materials obtained from collection at all such sites.

The Authorized Collector, at the Authorized Collector's sole cost and expense, shall collect and remove all cardboard placed in containers at the sites listed in Exhibit F, attached hereto and made a part hereof. The number and location of sites, types of containers, means of providing containers, and frequency of service shall be mutually agreed upon by the Authorized Collector and the County Administrator. The Authorized Collector shall recycle all cardboard obtained from collection at all such sites. If a collection container is too contaminated for the cardboard to be recycled, as mutually determined by the Authorized Collector and the County Administrator, the County shall pay the Authorized Collector One Hundred and 00/100 Dollars (\$100.00) for removing the material and delivering it to the County's Lena Road landfill

or other solid waste facility designated by the County Administrator, and the County shall waive the disposal fee for this material.

The Authorized Collector shall have the right to retain all revenues from the processing, and marketing of recyclable materials collected at the sites listed in Exhibits E and F and all residential and commercial recyclable materials collected pursuant to this Agreement.

## **2.11 Community Service**

- A. **Special Cleanup Programs.** The Authorized Collector, at no cost to the County or the customer, will furnish an appropriate number and size of refuse bins and recycling containers and will provide unlimited collection of solid waste, recyclable materials, yard trash and special waste placed in the bins and containers for special cleanup programs organized by bonafide homeowners associations, civic associations, or other bonafide neighborhood organizations within the Collection Service Area, which special cleanup programs have been approved by the County Administrator and for which the County Administrator will instruct the Authorized Collector to provide such service. The total number of special cleanup programs in the Collection Service Area shall not exceed nine (9) per year for associations and organizations and one (1) per year for Keep Manatee Beautiful based on the County's fiscal year. The Authorized Collector and the County Administrator shall mutually agree on the number and location of containers for any special cleanup program.
- B. **Annual Residential Unlimited Solid Waste Collection.** The Authorized Collector will furnish one (1) unlimited collection of solid waste per year to a residence, at no cost to the County or the customer, where such solid waste materials would normally be classified as an extraordinary collection service for which the Authorized Collector would be entitled to receive additional compensation.
- C. **Back Door or Side Door Collection Service.** The Authorized Collector shall provide back door or side door collection service to residences occupied by persons physically incapacitated and unable to transport solid waste and recyclable materials to a location required for curbside service at the residential service charge for collection of solid waste and recyclable materials specified in Exhibit B, at no additional cost to the County or the customer. Applicants for such service shall present to the County, either in person or by mail, at least one (1) week before commencement of the service, medical proof of physical incapacity and assurance that no able-bodied person resides at the residence and that no more than two (2) persons reside at the residence.
- D. **Emergency Response Services.** The Authorized Collector shall provide emergency response services as directed by the County Administrator, which shall be performed immediately by the Authorized Collector due to the emergency nature of the service requirement and for which reasonable compensation to the Authorized Collector shall be negotiated with the County after such emergency services have been requested by the County Administrator.
- E. **Disposal Fees.** The Authorized Collector shall not be required to pay any disposal fees for solid waste, yard trash, or special waste deposited at the Lena Road landfill as a result of a community service program provided in accordance with subsection A of this section. All other community service programs described in this section shall require the payment of solid waste disposal fees.

## **2.12 Disposal**

The Authorized Collector shall transport and deliver all solid waste, yard trash, and used tires collected under this Agreement to the County's Lena Road landfill or to any other solid waste facility designated by the County Administrator and shall pay the disposal fees in effect at the time of disposal. If the County Administrator designates a solid waste facility other than the Lena Road landfill, such change shall be considered a change in work by the County and shall be handled in accordance with section 12.3 of this Agreement.

The Authorized Collector shall transport and deliver all recyclable materials to any location selected by the Authorized Collector for processing, so long as such transportation and processing comply with all applicable federal, state and local environmental laws, ordinances, codes, rules and regulations. Recyclable materials in any form shall not be transported or delivered to any County owned or operated solid waste disposal facility.

## **2.13 Provision of Refuse Bins and Recycling Containers**

The Authorized Collector shall provide refuse bins to all commercial collection service customers requesting refuse bins. The type, number and location of such refuse bins shall be subject to mutual agreement between the customer and the Authorized Collector.

The Authorized Collector shall be responsible for the care and maintenance of refuse bins supplied and shall hold the County harmless for any liabilities arising out of the use thereof.

For privately owned refuse bins, the Authorized Collector shall hold the County harmless for any damages to the refuse bins or liabilities associated therewith arising out of the use of such refuse bins.

Standard recycling bins will be provided by the County. Larger recycling containers such as ninety (90) gallon totes and roll-off rhinos will be provided by the Authorized Collector at the sole cost and expense of the Authorized Collector. Commercial front-end and roll-off containers will be provided by the Authorized Collector.

The Authorized Collector will be responsible for storage and delivery of the refuse bins, recycling bins, and other containers to customers. The Authorized Collector shall deliver new or replacement bins and containers to customers within three (3) working days of receiving a request for such bins or containers.

## **2.14 Promotion of Recycling**

During the term of this Agreement and any renewal of this Agreement, the Authorized Collector shall pay to the County the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) annually for the purpose of funding programs that promote recycling. Such payment shall be made by the Authorized Collector in one (1) lump sum on or before October 1 of each year.

## **2.15 No Free Services**

The Authorized Collector shall not provide any free services to any customer for collection, transportation or disposal of solid waste, recyclable materials, or yard trash; provided, however, the Authorized Collector shall furnish refuse bins and recycling containers as specified in section 2.13 of this Agreement and shall provide services for the community service programs described in section 2.11 of this Agreement at no cost to the County or the customers.



## **2.16 Restrictions on Collection of Solid Waste**

The Authorized Collector shall not:

- A. Collect any solid waste or yard trash not in proper refuse bins or containers or bundled, except as otherwise provided in this Agreement.
- B. Collect solid waste or yard trash in any refuse bins or containers which are blocked by obstacles or other interference or which are not properly placed in accordance with Chapter 2-16, Manatee County Code of Ordinances, as amended; provided, however, the Authorized Collector shall make a reasonable effort to notify the customer of any such obstacle or other interference and provide the customer with the opportunity to remove same.
- C. Allow its employees to expose themselves to any risks or dangers, including the danger of being bitten by dogs, in order to perform their duties.
- D. Permit any of its employees to scavenge.
- E. Collect any hazardous waste.
- F. Collect any mixed or commingled loads of solid waste and yard trash.
- G. Collect any used tires mixed or commingled with loads of solid waste.

## **2.17 Reports**

The Authorized Collector shall prepare and submit to the County the reports set forth in Exhibit G, attached hereto and made a part hereof. The monthly reports shall be submitted no later than fifteen (15) working days after the end of the month, and the annual reports shall be submitted no later than ninety (90) calendar days after the end of the County's fiscal year. For purposes of this Agreement, the County's fiscal year is October 1 through September 30.

## **2.18 Annual Audit**

The Authorized Collector, at the Authorized Collector's sole cost and expense, shall obtain the services of a certified public accountant to perform an annual financial audit of the Authorized Collector's records, financial statements, and other documents relating to the services provided under this Agreement as required by Chapter 2-16, Manatee County Code of Ordinances, as amended. The audit shall be performed in accordance with generally accepted accounting principles and shall be submitted to the County within ninety (90) calendar days after the end of the Authorized Collector's fiscal year. For the purpose of this section, the Authorized Collector's fiscal year is January 1 through December 31.

## **ARTICLE 3 – COUNTY RESPONSIBILITIES**

### **3.1 Payment to Authorized Collector**

- A. Rates

The County agrees to pay and the Authorized Collector agrees to accept as full

compensation for the provision of residential and commercial collection services performed under this Agreement payment based upon the rates specified in Exhibits B and D.

The rates set forth in Exhibit B shall apply for the provision of solid waste, recyclable materials, and yard trash collection services to all residences, multifamily developments, and commercial customers, except those granted individual exemptions in accordance with Chapter 2-16, Manatee County Code of Ordinances, as amended.

B. Payment

1. For provision of residential collection service to all residences, except those granted individual exemptions, the County, within twenty (20) working days after the end of each calendar month, shall make a monthly payment to the Authorized Collector based upon the monthly account billing and adjustment report used by the County for the Collection Service Area, plus or minus billing adjustments determined by reconciliation of previous months, less adjustments due to property damage or container damage as provided by section 5.5 of this Agreement, and less liquidated damages as provided by Article 11 of this Agreement. Disposal fees for the solid waste facility and the twelve percent (12%) franchise fee, both as listed in Exhibit B, will be deducted from the amount calculated. The number of residences shall be determined by the County.

The County Administrator shall notify the Authorized Collector in writing of any individual exemptions granted. Upon such notice, the Authorized Collector shall not provide collection service to the residences granted the individual exemptions.

The County Administrator shall notify the Authorized Collector in writing of all new residences and/or any revocation of individual exemptions. Upon such notice, the Authorized Collector shall provide residential collection service to such residences.

2. For provision of commercial collection service, the County Administrator shall submit to the Authorized Collector, at the end of each calendar month, a monthly account billing and adjustment report of all commercial customers to whom the Authorized Collector is providing commercial collection service. The monthly account billing and adjustment report shall include the customer account number, the rate code, and the amount billed.

The information for the monthly account billing and adjustment report shall be developed from the County's existing records. Additions and deletions for service shall be submitted by the County Administrator to the Authorized Collector on a daily basis. Each month the Authorized Collector shall receive a listing of all commercial accounts billed and monthly payment based on the previous month's list. The Authorized Collector shall verify the list monthly and meet with the County Administrator or the County Administrator's representative to reconcile differences within ten (10) working days of receipt of the monthly list.

Within twenty (20) working days after the end of each calendar month or within

twenty (20) working days after receipt of the monthly account billing and adjustment report for the month due, whichever date is later, the County shall make a payment to the Authorized Collector based upon the total charges listed, plus or minus billing adjustments determined by reconciliation of previous months, less adjustments due to property damage or container damage as provided by section 5.5 of this Agreement, and less liquidated damages as provided by Article 11 of this Agreement. Disposal fees for the solid waste facility and the twelve percent (12%) franchise fee will be deducted from the amount calculated.

3. On a daily basis, the Authorized Collector will submit to the County a list of accounts, cubic yard volume, amounts to be billed for bulk commercial service, and amounts to be billed for roll-off service including disposal fees.

Within twenty (20) working days after the end of each calendar month, the County shall make a payment to the Authorized Collector based upon the total charges listed, plus or minus billing adjustments determined by reconciliation of previous months, less adjustments due to property damage or container damage as provided by section 5.5 of this Agreement, and less liquidated damages as provided by Article 11 of this Agreement. Disposal fees for the solid waste facility and the twelve percent (12%) franchise fee will be deducted from the amount calculated.

4. On a daily basis, the Authorized Collector will submit to the County a list of accounts and amounts to be billed for extraordinary collection or special waste collection of white goods, e-scrap and used tires.

Within twenty (20) working days after the end of each calendar month, the County shall make a payment to the Authorized Collector based upon the total charges listed, plus or minus billing adjustments determined by reconciliation of previous months, less adjustments due to property damage or container damage as provided by section 5.5 of this Agreement, and less liquidated damages as provided by Article 11 of this Agreement. Disposal fees for the solid waste facility and the twelve percent (12%) franchise fee will be deducted from the amount calculated.

#### C. Rate Adjustments

1. The rates listed in Exhibits B and D consist of a service fee, the disposal fee based upon the County's disposal fee (if applicable), and a twelve percent (12%) franchise fee.
2. Annual Service Fee Adjustment. The service fee component of the rates listed in Exhibits B and D shall be adjusted on October 1, 2009, and October 1 of each subsequent year during the term of this Agreement and any renewal of this Agreement. The service fee shall be adjusted based on a combined index consisting of ninety percent (90%) of the percentage change in the previous year's Consumer Price Index (CPI) plus ten percent (10%) of the percentage change in the previous year's Fuel Index, as described below.

Current Service Fee x (90% x CPI change + 10% x Fuel Index change) = Change

in subsequent year's Service Fee.

The CPI change shall be the percentage change in the average CPI for All Urban Consumers (not seasonally adjusted, South urban, all items) published by the United States Department of Labor Bureau of Labor Statistics, for the twelve (12) month period ending the most recent July 31 as compared to the twelve (12) month average of the preceding year ending July 31.

The Fuel Index change shall be the percentage change in the average fuel prices published by the United States Department of Energy, Energy Information Administration, for Lower Atlantic PADD 1C (No. 2 Diesel Low Sulfur Commercial Prices by All Sellers) for the twelve (12) month period ending the most recent July 31 as compared to the twelve (12) month average of the preceding year ending July 31.

The total rate increase in a given year shall be capped at six percent (6%). An example of a calculation of service fee adjustment is set forth in Exhibit H, attached hereto and made a part hereof.

If either index is discontinued or substantially altered, the County may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

3. Disposal Fee Adjustment. The County's Disposal Fee effective at the execution of this Agreement is Thirty-Six and 00/100 Dollars (\$36.00) per ton. (One (1) ton equals 2,000 pounds.) Should the County change the disposal fee, the disposal fee component of the rates listed in Exhibits B and D or the then current rates shall be adjusted based on the County's new disposal fee. An example of a calculation of a disposal fee adjustment is set forth in Exhibit H.
4. Franchise Fee Adjustment. The franchise fee component of the rates listed in Exhibits B and D shall be adjusted whenever adjustments are made to the service fee or the disposal fee components, such that the franchise fee shall remain at twelve percent (12%) of the total rate.
5. Adjustment by Petition. The Authorized Collector may petition the County to adjust the rates listed in Exhibits B, C and D based upon unusual and unanticipated increases in the cost of conducting business, including, but not limited to, changes in laws or regulations. Any such petition shall be supported by documentation establishing the increase in operating costs and the reasons therefor. The County shall be entitled to review and audit the Authorized Collector's financial and operational records to verify the increase in costs and the reasons therefor. The County may consider the petition of the Authorized Collector, but shall not be obligated to grant the petition or to approve any rate adjustment requested under this paragraph.

### **3.2 Accounts**

The County will be responsible for providing billing services for all accounts and for taking all service related calls, including complaints, from customers. An account for residential or commercial collection service shall be established by a customer contacting the County. The County will prepare and issue a

work order to initiate service with a copy to the Authorized Collector.

Commercial collection service shall not be commenced and the County shall not be responsible for payment before the work order is issued. Questions regarding commercial levels of service will be referred to the Authorized Collector, who, together with the County, will determine the level of service.

For bulk or roll-off collection service, a customer shall contact the County and establish an account. The County will prepare and issue a work order to initiate service with a copy to the Authorized Collector.

### **3.3 List of Residences**

The County shall use its best efforts to maintain and keep current a list of all residences used as the basis of making payments to the Authorized Collector for the provision of residential collection service, except those granted individual exemptions.

The Authorized Collector may inspect the records of the County on any regularly scheduled work day between the hours of 9:00 a.m. and 5:00 p.m.

### **3.4 Notification**

The County Administrator shall promptly notify the Authorized Collector in writing of any individual exemptions granted by the County. The County Administrator shall promptly notify the Authorized Collector in writing of any determinations with respect to the status of multifamily developments as either residential or commercial improved real property.

### **3.5 Disposal Location**

The County shall provide a solid waste facility for the disposal of all solid waste collected by the Authorized Collector under this Agreement.

### **3.6 Audit by County**

The County, at its own expense and in its discretion, shall have the right to conduct an audit of the Authorized Collector's records, financial statements, and other documents relating to the services provided under this Agreement.

### **3.7 Approvals**

The County shall promptly render all decisions with respect to any approvals required under Chapter 2-16, Manatee County Code of Ordinances, as amended.

## **ARTICLE 4 – INDEPENDENT CONTRACTOR RELATIONSHIP**

It is expressly agreed and understood that the relationship of the Authorized Collector to the County in all respects shall be that of an independent contractor. Nothing contained in this Agreement shall be construed as vesting or delegating to the Authorized Collector or any of the officers, employees, personnel, agents, contractors, or subcontractors of the Authorized Collector any rights, interest or status as an employee or agent of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Authorized Collector in connection with this Agreement or for debts or claims accruing to such parties. The Authorized Collector shall promptly pay and discharge such debts or claims, or promptly take such action as may be necessary

and reasonable to settle such debts or claims.

The relationship between the parties shall be limited to performance of this Agreement solely in accordance with its terms. No party shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party and nothing in this Agreement shall be deemed to constitute either party to be a partner, agent, or legal representative of the other party or to create any fiduciary relationship. The Authorized Collector's status shall be that of an independent contractor.

## **ARTICLE 5 – QUALITY OF SERVICE**

### **5.1 Equipment and Personnel**

The Authorized Collector, at the Authorized Collector's sole cost and expense, shall perform all the work and furnish all labor, materials, equipment, vehicles, buildings, and other facilities as may be necessary and proper for performing and completing the work under this Agreement.

All collection vehicles and equipment operated by the Authorized Collector shall comply with the vehicle standards and identification requirements set forth in Chapter 2-16, Manatee County Code of Ordinances, as amended.

All employees of the Authorized Collector shall display identification showing them as employees of the Authorized Collector.

### **5.2 Key Personnel**

District Manager David Smith is hereby identified as the Authorized Collector's key personnel and is hereby assigned as the Authorized Collector's manager for purposes of this Agreement. The Authorized Collector shall not remove or replace such key personnel until alternate personnel acceptable to the County has been approved in writing by the County Administrator; provided, however, that the Authorized Collector may remove such key personnel for cause after providing written notice to the County describing the nature of the cause. In the event of removal of such key personnel for cause, alternate or replacement personnel acceptable to the County in its reasonable discretion must be approved in writing by the County Administrator.

For the purpose of this section, the term "for cause" means legal cause, which includes, but is not limited to, embezzlement of funds or theft of property. Corporate reorganization or reassignment of employees shall not constitute cause for removal of such key personnel by the Authorized Collector under this Agreement.

### **5.3 Quality of Work**

The work shall be performed in accordance with the intent and meaning of this Agreement. Unless otherwise expressly provided, the work must be performed in accordance with best modern practices and workmanship of the highest quality, all as determined in the sole discretion and entirely to the satisfaction of the County.

Unless otherwise expressly provided, the Authorized Collector may choose the means and methods of collection, subject, however to the approval of the County. Only adequate and safe procedures, methods, and equipment shall be used. The Authorized Collector shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in

size and capacity to the equipment used by the Authorized Collector to perform the contractual duties of this Agreement. The County's approval or failure to exercise its right thereof shall neither relieve the Authorized Collector of its obligations to accomplish the result intended by this Agreement nor create a cause of action for damages against the County.

The Authorized Collector shall make collections with a minimum of noise and disturbance to residents. The Authorized Collector shall handle bins and containers carefully, thoroughly emptying and returning empty bins and containers to the location where they are found.

#### **5.4 "Pick It All Up" Policy**

The Authorized Collector shall collect all solid waste, recyclable materials and yard trash which is set out at the curb or collection site on the scheduled collection day and is bagged, bundled or secured to facilitate handling in accordance with Chapter 2-16, Manatee County Code of Ordinances.

The Authorized Collector shall be responsible for picking up and/or removing any spillage or litter resulting from the performance of the collection services by the Authorized Collector. This work shall be done in a sanitary manner.

#### **5.5 Preservation of Property**

The Authorized Collector shall preserve from damage all property along the collection route, or in the vicinity of or in any way affected by the performance of the collection services. This applies but is not limited to the public utilities, trees, lawn areas, building monuments or markers, fences, pipes, underground structures, and public streets (except natural wear and tear of streets resulting from legitimate use thereof by the Authorized Collector). Wherever any property is damaged due to the activities of the Authorized Collector, such property shall be immediately restored to its original condition by the Authorized Collector at the sole cost and expense of the Authorized Collector.

If the Authorized Collector fails to restore any damaged property or fails to make good any damage or injury, the County, upon forty-eight (48) hours written notice to the Authorized Collector, may proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof shall be deducted from the monthly payment due the Authorized Collector under section 3.1 of this Agreement.

If the Authorized Collector damages a container so as to render the container useless to store solid waste, the Authorized Collector shall provide a new container to replace the damaged container. If the container is not replaced within forty-eight (48) hours of receipt of complaint, the County may provide the container, and the cost of such container shall be deducted from the monthly payment due the Authorized Collector under section 3.1 of this Agreement.

#### **5.6 Complaints**

If the Authorized Collector receives any complaints from the County, customers, or other persons on the quality of service, use of equipment, method of collection, damage to property or containers, or other matters, the Authorized Collector shall respond to the matter within twenty-four (24) hours of receipt and shall resolve the matter within seventy-two (72) hours of receipt. In the event of missed scheduled service, the Authorized Collector shall respond to the complaint before the end of the same day. The Authorized Collector shall fully cooperate with the County in addressing such complaints. The Authorized Collector shall maintain a current file listing all complaints received and the Authorized Collector's response or action taken with respect thereto. The County shall have the right to require reports and perform audits of these records from time to time.

## **5.7 Operating Facility**

The Authorized Collector shall maintain an operating facility within the County with regular business hours, five (5) days per week, Monday through Friday, except holidays. The operating facility shall consist of an office and a vehicle depot. The Authorized Collector shall have adequate personnel and facilities in said office to receive and respond to complaints and questions made or raised by the County and customers of the Authorized Collector. Twenty-four (24) hours per day, seven (7) days per week telephone contact with the Authorized Collector is required.

## **5.8 Records**

The Authorized Collector shall make all books, files, financial statements, records, and other documents in connection with its operations under this Agreement available and open for inspection at reasonable times upon reasonable notice. The County, at its own expense, shall have the right to review and perform audits of the Authorized Collector's records.

## **5.9 Suitable Refuse Bins and Containers**

Any privately owned refuse bin or container which is in disrepair due to the lack of a well-fitting cover or the presence of holes, cracks or tears in the bottom or sides may be condemned and so marked by Authorized Collector using stickers supplied by the County. Any refuse bin or container so marked may be picked up and removed by the Authorized Collector after two (2) weeks following the marking of the refuse bin or container if it has not been replaced or repaired by the owner.

The Authorized Collector shall provide written notice to the County on a daily basis regarding refuse bins and containers marked as condemned and their removal.

## **ARTICLE 6 – TERM**

### **6.1 Initial Term**

The initial term of this Agreement shall be for a period of eight (8) years, with work commencing October 1, 2008, and terminating at the end of September 30, 2016, unless terminated, forfeited, or annulled for default or violation at an earlier date. For purposes of this Agreement, the effective date of this Agreement shall be October 1, 2008. Failure of the Authorized Collector to commence work on the effective date will result in forfeiture of the performance and payment bonds.

### **6.2 Renewal of Agreement**

At the option of the County and with the concurrence of the Authorized Collector, this Agreement may be renewed for up to one (1) additional term not to exceed seven (7) years following a full public hearing in accordance with Chapter 85-457, Laws of Florida, and Chapter 2-16, Manatee County Code of Ordinances, as amended. Any renewal shall be on such terms and conditions as may be mutually agreed to by the parties, provided that the service or work in any such renewal shall not exceed the scope of the original request for proposals (RFP#07-0470-RC).

## **ARTICLE 7 – BOND**

The Authorized Collector will execute performance and payment bonds in the amount of Ten Million and 00/100 Dollars (\$10,000,000.00) required by the County as security for the faithful performance and



payment of all the obligations of the Authorized Collector under this Agreement. The bonds shall be written in the amounts and forms and with such sureties as are acceptable to the County and shall be subject to the conditions set forth in Chapter 85-457, Laws of Florida. Prior to execution of this Agreement, the Authorized Collector shall furnish the executed bonds to the County.

### **ARTICLE 8 – INDEMNIFICATION**

The Authorized Collector shall at all times defend, indemnify, protect, save harmless, and exempt the County, its officers, agents, servants, employees, representatives, contractors, and subcontractors, from and against any and all penalties, damages, or other charges, claims, suits, demands, actions, causes of action, awards of damages whether compensatory or punitive, injuries, liabilities, losses, or expenses, including attorneys fees and costs, at law or in equity, which might be claimed now or in the future, including any payments required by worker’s compensation laws or any amounts for infringement of patent, trademark or copyright, which may arise out of or be caused by the operation of the business, or the construction, erection, location, products, performance, operation, maintenance, repair, installation, replacement or removal of any site, building, equipment, vehicle, bin or container within the Authorized Collector’s solid waste collection system, or the collection, transportation, processing, sorting or disposal of solid waste, recyclable materials, special waste, construction and demolition debris, or other waste materials, or the performance of operations under this Agreement, and which is caused by a negligent or intentional act or omission of the Authorized Collector, its officers, agents, servants, employees, representatives, contractors, or subcontractors, and which is not caused solely by a negligent or intentional act or omission of the County.

### **ARTICLE 9 – INSURANCE**

The Authorized Collector will purchase and maintain such insurance coverage as will protect it and the County from claims under worker’s compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of its employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom – any or all of which may arise out of or result from the Authorized Collector’s operations under this Agreement, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the Authorized Collector will file with the County certificates of such insurance, acceptable to the County. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the County.

The Authorized Collector shall obtain and maintain the following types and amounts of insurance coverages:

A. General

Before starting and until completion of the term of this Agreement, the Authorized Collector shall procure and maintain insurance of the types and to the limits specified in paragraphs 1 through 3, inclusive, below.

The Authorized Collector shall require each of its subcontractors to procure and maintain,

until the completion of that subcontractor's work, insurance of the types and to the limits specified in paragraphs 1 through 3, inclusive, below. It shall be the responsibility of the Authorized Collector to ensure that all its subcontractors comply with all the insurance requirements contained herein relating to such subcontractors.

B. Coverage

The amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation. Coverage shall apply to all employees for statutory limits in compliance with applicable state and federal laws. In addition, the policy must include the following:
  - a. Employer's Liability with a limit of \$100,000.00 each accident.
  - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authorized Collector and the County with thirty (30) days written notice of cancellation and/or restriction.
2. Comprehensive General Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
  - a. Minimum limits of \$1,000,000.00 per occurrence and \$5,000,000.00 aggregate combined single limit for Bodily Injury Liability and Property Damage Liability.
  - b. Premises and/or Operations.
  - c. Independent Contractors.
  - d. Products and/or Completed Operations.
  - e. XCU Coverages.
  - f. Broad Form Property Damage including Completed Operations.
  - g. Contractual Coverage applicable to this specific Agreement including any hold harmless and/or indemnification agreement.
  - h. Additional Insured. The County is to be specifically named as an additional insured.
  - i. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authorized Collector and the County with thirty (30) days written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. Minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
  - b. Owned Vehicles.
  - c. Hired and Non-Owned Vehicles.
  - d. Employee Non-Ownership.
  - e. Additional Insured. The County is to be specifically named as an additional insured.
  - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authorized Collector and the County with thirty (30) days written notice of cancellation and/or restriction.
4. Certificates of Insurance and Copies of Policies. Certificates of Insurance in triplicate evidencing the insurance coverages specified in paragraphs 1 through 3, inclusive, above, required by this paragraph 4 shall be filed with the County before operations are begun. The required Certificates of Insurance shall include the numbers and types of policies provided and shall refer to the insurance requirements of this Agreement.

If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished no later than thirty (30) days prior to the date of expiration.

The following cancellation clause must appear on the Certificates of Insurance:

Cancellation – Should any of the above described policies be canceled before the stated expiration date thereof, insurer will not cancel same until at least thirty (30) days prior written notice (by certified mail) has been given to the below named certificate holder. This prior notice provision is a part of the above described policies.

Job Location – All unincorporated areas of Manatee County.

## ARTICLE 10 – COMPLIANCE WITH LAWS

### **10.1 Discrimination Prohibited**

Throughout the term of this Agreement and any renewal of this Agreement, the Authorized Collector will not, on the grounds of race, color, national origin, religion, gender, age, disability or marital status, discriminate in any form or manner against said Authorized Collector's employees or applicants for employment, or retaliate against same, in violation of the Civil Rights Act of 1964, the Equal Opportunity Act of 1972, the Americans With Disabilities Act, the Age Discrimination in Employment Act, Section 448.102, Florida Statutes, or the Florida Civil Rights Act. The Authorized Collector will comply with these and all other applicable federal, state and local laws, Executive Orders, and regulations prohibiting discrimination. The Authorized Collector understands and agrees that this Agreement is conditioned upon the Authorized Collector's compliance with all anti-discrimination laws.

## 10.2 Wage Laws

The Authorized Collector shall comply with all applicable state and federal laws, rules and regulations relating to the payment of wages for hours worked by its employees. By accepting this Agreement, the Authorized Collector agrees to pay all employees not less than the higher of the federal minimum wage or the Florida minimum wage and to abide by all other requirements established by the Fair Labor Standards Act and the Florida wage law, as amended.

## 10.3 Compliance With Laws and Ordinances

The Authorized Collector shall comply with all applicable local, state and federal laws, ordinances, codes, rules, regulations, orders and decrees, including, but not limited to, those relating to hazardous substances and hazardous wastes. The Authorized Collector shall comply with all applicable provisions of Chapter 85-457, Laws of Florida, Chapter 2-16, Manatee County Code of Ordinances, and the Manatee County Land Development Code, as amended. The Authorized Collector shall indemnify and save harmless the County, its officers, agents, servants, employees, representatives, contractors, and subcontractors, from and against any claim, liability, or damages arising from or based on the violation of any such laws, ordinances, codes, rules, regulations, orders or decrees, whether by the Authorized Collector, its employees, contractors, or subcontractors, or which may arise out of or resulting from operations under this Agreement by the Authorized Collector. This subsection shall apply not only during the term of this Agreement, but also to any claim, liability, or damages based on the Authorized Collector's conduct during the term of this Agreement.

## ARTICLE 11 – LIQUIDATED DAMAGES

Quality customer service is of the utmost importance to the County. To that end, the Authorized Collector shall cure all failures to provide service in accordance with and within the time limits set forth in this Agreement. If the Authorized Collector fails to remedy such failures, provided such failure is not caused by action or inaction of the County, the County, without waving any other remedies it may have under this Agreement, at law or in equity, shall be authorized to claim against the payment and performance bonds of the Authorized Collector as provided in Article 7 of this Agreement, or to deduct from any sum otherwise payable to the Authorized Collector the following amounts, not as a penalty but as liquidated damages for breach of contract. Any dispute regarding the imposition of liquidated damages shall be resolved through the dispute resolution process specified in section 12.4 of this Agreement. The County will not assess liquidated damages against the Authorized Collector until after December 1, 2008.

- |    |   |  |
|----|---|--|
| A. | Failure to collect properly prepared solid waste, yard trash, recyclable materials, or special waste within twenty-four (24) hours of notification of a missed pickup.  | \$100.00 per incident<br>\$250.00 for each additional 24 hours of failure to collect<br>\$250.00 per incident if 3 or more repeat misses per month<br>\$500.00 per incident if 5 or more repeat misses per month |
| B. | Failure to complete a day route on the regular scheduled pickup day (except when such completion is made impossible by weather or other conditions). A route shall be deemed incomplete if five percent (5%) or more of residential customers do not receive service on | \$1,000.00 per route for first incident<br>\$2,000.00 per route for each additional incident in any 30-calendar-day period<br>termination of Agreement after third incident in any 30-calendar-day period        |

- the regularly scheduled pickup day.
- C. Failure to clean spillage (oil, hydraulic fluid, garbage, trash, recyclables, etc.) in roadways or on any public or private property within twelve (12) hours of notice of such spillage. \$100.00 per incident  
\$200.00 for second incident  
\$500.00 for third and each subsequent incident in any 90-calendar-day period
  - D. Failure to deliver any solid waste or yard trash to the County designated facilities. current disposal fee plus twenty-five percent (25%) per ton disposed at non-designated facility
  - E. Mixing solid waste, yard trash, recyclable materials, or special waste intended to be collected separately during collection. \$1,000.00 per incident
  - F. Collection of residential material before 6:00 a.m. or after 6:00 p.m., or collection of commercial material before 5:00 a.m. or after 7:00 p.m. (except for collection of missed customers or when conditions make collection at the scheduled times impossible). \$100.00 per incident  
\$200.00 per incident for every incident over 5 in any 30-calendar-day period
  - G. Failure to submit reports or documentation (e.g., route sheets) to the County in accordance with this Agreement. \$100.00 per day for each day such report or documentation is late
  - H. Failure to correct chronic equipment problems. Chronic shall mean three (3) instances of the same or similar problem with the same equipment or trucks within a twelve (12) month period. \$250.00 per incident
  - I. Failure to repair damage to customer property upon written notice from the County and determination of the Authorized Collector's liability. \$250.00 per day the incident remained unresolved after 7 days or other time agreed upon by County
  - J. Failure to notify the County of customer complaint calls sent directly to the Authorized Collector. \$50.00 per incident per day
  - K. Failure to comply with any other provisions of this Agreement. \$100.00 per incident

## **ARTICLE 12 – MISCELLANEOUS PROVISIONS**

### **12.1 Transfer or Assignment**

This Agreement shall not be assigned or transferred to another person or entity by the Authorized Collector, or, if a corporation, controlling interest in the corporation shall not be sold or transferred, without the consent of the County, which consent, if given, shall be evidenced by a resolution of the

Board of County Commissioners.

## **12.2 Subcontractors**

The Authorized Collector represents that it has in-house capability to provide all the services required by this Agreement. However, should the Authorized Collector find it necessary to utilize the services of subcontractors, the Authorized Collector shall first obtain the written approval of the County. The Authorized Collector shall require each subcontractor to comply with the applicable provisions of this Agreement. The utilization of any subcontractor by the Authorized Collector shall not relieve the Authorized Collector from any liability or responsibility to the County under the provisions of this Agreement and shall not obligate the County to the payment of any compensation to the subcontractor or additional compensation to the Authorized Collector.

## **12.3 Changes by County**

The County, in its sole discretion, during the term of this Agreement and any renewal of this Agreement, may increase or decrease the level of service, add or delete required services, or otherwise change the work required to be performed by the Authorized Collector, provided that such service or work does not exceed the scope of the original request for proposals (RFP#07-0470-RC). Under such conditions, the parties shall negotiate the changes in the applicable rates resulting from such change in service. Such changes shall be incorporated by written amendment to this Agreement.

## **12.4 Dispute Resolution**

Disputes shall be resolved through good faith negotiations by the authorized representatives identified in this Agreement after written notice. If a dispute is not resolved by the authorized representatives after seven (7) days, the Authorized Collector shall, at or after the end of the seven (7) day period, submit its claim with the basis for the dispute in writing to the County's Purchasing Director for a determination and handling in accordance with the provisions of the Manatee County Purchasing Code, as amended. Any dispute resolution agreed to by the County's authorized representative or the County's Purchasing Director which constitutes a material change in this Agreement will not be final until approved by the County Administrator or the Board of County Commissioners, as appropriate. If the dispute involves a payment due, the County, as promptly as reasonably possible after resolution of such dispute, shall forward payment to the Authorized Collector of any amount determined to be due and owing. Any dispute not resolved in accordance with this section may be appealed to the Board of County Commissioners whose decision shall be final.

In the event the County has not terminated this Agreement for default and there remains a dispute between the Authorized Collector and the County, the Authorized Collector agrees to continue to operate and perform under the terms of this Agreement while said dispute is pending, and further agrees, in the event a suit is filed for injunction or other relief, to continue to operate and perform under this Agreement until the final adjudication of such suit by the court.

## **12.5 Default**

- A. Events of Default. The following events shall constitute events of default for purposes of this Agreement:
  - 1. The failure of either party to pay any sum of money to the other party when due and payable under the terms of this Agreement if such failure is not cured within ten (10) calendar days after the non-defaulting party gives written notice thereof

to the defaulting party.

2. Except as otherwise provided in section 12.6 of this Agreement, the failure of either party to perform, keep or fulfill any of the other covenants, undertakings or obligations of this Agreement, if (i) such failure, in the reasonable opinion of the non-defaulting party, has or could have a material adverse effect on the collection of solid waste, recyclable materials, and yard trash within the Collection Service Area or the rights or duties of the non-defaulting party hereunder, and (ii) such failure or breach is not cured within sixty (60) days after the non-defaulting party gives written notice to the defaulting party; provided, however, that if such failure or breach is not capable of cure within such sixty (60) day period and the defaulting party commences to cure such default during such period and thereafter prosecutes such cure to completion with all due diligence, then no event of default shall exist unless such default remains uncured one hundred twenty (120) days after such written notice was given.
  3. The filing by the Authorized Collector of a voluntary petition in bankruptcy under Title 11 of the United States Code or any petition or answer in any other legal proceeding wherein the Authorized Collector seeks or acquiesces in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state law relating to bankruptcy, insolvency, or other relief for debtors.
  4. The entry of any judicial order, judgment or decree approving an involuntary petition filed against the Authorized Collector of a type described in paragraph 3 of this subsection if such order, judgment or decree remains unvacated for an aggregate period of sixty (60) days (whether or not consecutive) after the date of entry thereof.
- B. Procedure. Except as otherwise provided in section 12.6 of this Agreement, should the Authorized Collector abandon or delay unnecessarily the performance of, or in any manner refuse or fail to comply with any of the terms of this Agreement, or neglect or refuse to comply with the instructions of the County relative thereto, the County Administrator shall notify the Authorized Collector in writing of such abandonment, delay, refusal, failure or neglect and shall direct the Authorized Collector to comply with all provisions of this Agreement. Copies of such written notice shall be mailed to the surety that issued the performance and payment bonds and shall be presented to the Board of County Commissioners for action. The Board of County Commissioners shall hear the matter at a public meeting within fourteen (14) days after receipt of such written notice from the County Administrator and shall make a determination within seven (7) days after the conclusion of such public hearing whether or not the action in question is a breach of the terms of this Agreement. The Authorized Collector agrees to be present at such hearing and show cause why it has abandoned, delayed, refused, failed or neglected to comply with the terms of this Agreement.

Should the Authorized Collector fail to appear or fail to show cause why it has abandoned, delayed, refused, failed or neglected to comply with the terms of this Agreement satisfactory to the Board of County Commissioners, the Board may declare a default of this Agreement and shall notify the Authorized Collector and the surety that issued the performance and payment bonds of such declaration of default, and the Board of County Commissioners may take such other action as it deems advisable.

Upon receipt of such declaration of default under this subsection, the Authorized Collector agrees that it will discontinue the work upon request of the County. If the Authorized Collector discontinues the work, the County, at no cost or expense to the County and no compensation to the Authorized Collector, may enter into agreements with other contractors for the performance of the work and services required by this Agreement. Such declaration of default shall not relieve the Authorized Collector or the surety of the liability for failure to perform this Agreement. The Authorized Collector's surety or security will not be released until the term of this Agreement and any renewal of this Agreement in effect at the time of default would otherwise have expired.

In the sole discretion of the Board of County Commissioners, any hearing on noncompliance with the terms of this Agreement by the Authorized Collector may be referred to a hearing officer who shall have the authority to make a recommendation to the Board.

Nothing contained in this section shall prohibit forfeiture of the franchise granted by this Agreement in accordance with Chapter 85-457, Laws of Florida, and section 12.6 of this Agreement.

Notwithstanding any other provision of this Agreement, if the Authorized Collector fails to collect any waste under this Agreement within forty-eight (48) hours after receipt of notice from the County, the County shall be allowed but not required to collect or to arrange for the collection of such waste at the expense of the Authorized Collector.

#### **12.6 Forfeiture**

In the event the Authorized Collector shall violate any of the terms, conditions or provisions of this Agreement, or shall violate any of the rules and regulations promulgated by the Board of County Commissioners pursuant to this Agreement, and shall be in default of this Agreement, after a fifteen (15) day notice shall have been given by the Chairman of the Board to the Authorized Collector to desist from such violations, then the Authorized Collector shall be deemed to have forfeited the franchise granted by this Agreement and such forfeiture shall be declared by a judge of the circuit court in such manner and form as provided by law.

#### **12.7 Force Majeure**

Notwithstanding any provision other than this section, the performance of this Agreement may be suspended and the obligations thereunder may be excused in the event that such performance is prevented by an event beyond the control of the Authorized Collector (force majeure) and the Authorized Collector acts in the following manner:

- A. As a condition precedent, the Authorized Collector shall notify the County in writing within forty-eight (48) hours and affirmatively prove within seven (7) days to the County the occurrence of a force majeure event and the time delay thereby to the performance of the provisions of this Agreement.
- B. Should the County find that a force majeure event has occurred, it shall extend the time for performance accordingly. If the County, exercising reasonable discretion, finds that the force majeure event will prevent or alter performance for such a period of time as to make performance unreasonable, the County may declare this Agreement terminated.



- C. For purposes of this Agreement, force majeure is defined as compliance with any order of any governmental authority or court, acts of war, rebellion, insurrection, sabotage, terrorism or damage resulting therefrom, fires, floods, explosions, washouts, riots, or other similar events; provided that any force majeure event or its effects must be affirmatively shown to have been beyond the reasonable control of the Authorized Collector.

The parties recognize that this section shall in no way limit the Authorized Collector's duty, as otherwise specified herein, to secure all necessary permits and comply with all applicable laws, regulations, or permit conditions. Any administrative or legal proceedings required to be carried out by the Authorized Collector shall be pursued until all available appeals have been exhausted, unless written instruction to the contrary is received from the County.

Notwithstanding the provisions of this section, the Authorized Collector's obligation to perform the work described in this Agreement shall continue in the event of any strikes, labor disputes, work stoppages, industrial disturbances, disagreements or problems involving the Authorized Collector's employees. In such event, the Authorized Collector will take all reasonable steps to continue full operation. Among such steps which shall be required would be the transfer of personnel from other locations, hiring of additional short-term employees, and contracting with other entities to provide the necessary equipment or personnel required to perform the Authorized Collector's responsibilities under this Agreement.

#### **12.8 Representatives**

The authorized representative of the County for purposes of this Agreement shall be the County Administrator. The authorized representative of the Authorized Collector for purposes of this Agreement shall be the District Manager. Either party may change its authorized representative upon five (5) days written notice to the other party.

#### **12.9 Notice**

All notices required or permitted to be given by either party under this Agreement shall be in writing, addressed to the other party, and delivered by certified mail, return receipt requested, or in person.

Notices to the County shall be addressed as follows:

County Administrator  
1112 Manatee Avenue West, Suite 920  
Bradenton, Florida 34205

with copy to: County Attorney  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

Notices to the Authorized Collector shall be addressed as follows:

District Manager  
Waste Management Inc. of Florida  
c/o Waste Management of Manatee County  
6120 21st Street East  
Bradenton, Florida 34203

with copy to: Florida Regional Counsel  
Waste Management Inc. of Florida  
2700 Northwest 48th Street  
Pompano Beach, Florida 33073

#### **12.10 Amendments**

This Agreement may not be modified, amended, extended or renewed orally. This Agreement may be renewed, amended or modified only by a written agreement of equal formality executed by the respective parties. Such renewal, amendment or modification shall be approved by the affirmative vote of a majority of the Board of County Commissioners.

#### **12.11 Solicitation of Agreement**

The Authorized Collector warrants that it has not employed or retained any company or person other than a bonafide employee working solely for the Authorized Collector to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Authorized Collector, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price the amount of such consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **12.12 No Waiver**

The failure by either party to exercise any right provided for in this Agreement shall not be deemed a waiver of any right hereunder. Waiver by either party of a default of any covenant or provision of this Agreement shall not be deemed to constitute a waiver of any preceding or subsequent default of the same or any other covenant or provision.

#### **12.13 Construction of Agreement**

The parties agree that this Agreement, including all exhibits, has been negotiated by the Authorized Collector and the County, and that this Agreement, including exhibits, shall not be deemed to have been prepared by either the Authorized Collector or the County. The parties further agree that they have each participated equally in the drafting and preparation of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation.

#### **12.14 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of litigation under this Agreement, venue shall be in Manatee County, Florida, and no other place, and Florida law shall apply.

#### **12.15 Severability**

If any part, section, subsection, or other portion of this Agreement is declared void, unconstitutional, or invalid for any reason, such part, section, subsection, or other portion, or the application thereof, shall be severable, and the remaining provisions of this Agreement, and all applications thereof, not declared void, unconstitutional, or invalid shall remain in full force and effect.

## 12.16 Entire Agreement

This Agreement, including all exhibits, constitutes the entire agreement of the parties and supersedes any other prior negotiations or representations. There are no further or other agreements or understandings, written or oral, between the parties relating to the subject matter of this Agreement.

The documents listed below are attached hereto and incorporated herein as part of this Agreement:

<u>Exhibit</u>	<u>Document Title</u>
A	Map of Boundaries
B	Rate Matrix for Collection Service Area
C	Maximum Commercial Recycling Fees
D	Rate Matrix for Special or Extraordinary Service
E	Manatee County Facility Recycling Sites
F	Manatee County Drop-Off Recycling Sites
G	Reports
H	Examples of Calculations of Rate Adjustments

IN WITNESS WHEREOF, the parties hereto have executed this Franchise Agreement, by and through their duly authorized officers, on the respective dates below.

Upon approval of this Agreement, the Authorized Collector agrees to provide the services set forth in this Agreement according to the method of compensation specified herein.

WITNESSES:

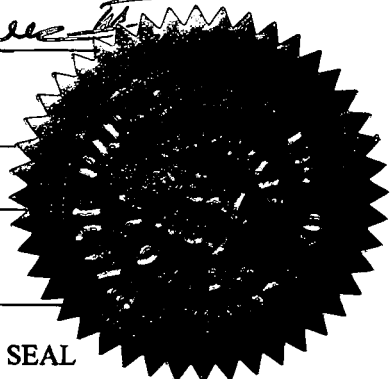
Stephen Zelitt  
STEPHEN ZELITT

Diana L. Osborne  
DIANA L. OSBORNE

WASTE MANAGEMENT INC. OF FLORIDA,  
a Florida corporation

By: Charles D. Dees, III  
Name: Charles D. Dees, III  
Title: Vice President  
Date: 04-21-08

Attest: Ronald M. Kaplan  
Name: Ronald M. Kaplan  
Title: Assistant Secretary  
Date: 04-20-08



CORPORATE SEAL

APPROVED by the Board of County Commissioners of Manatee County, Florida, with a quorum present and voting, on the 22<sup>ND</sup> day of APRIL, 2008.

ATTEST: R. B. Shore  
Clerk of the Circuit Court

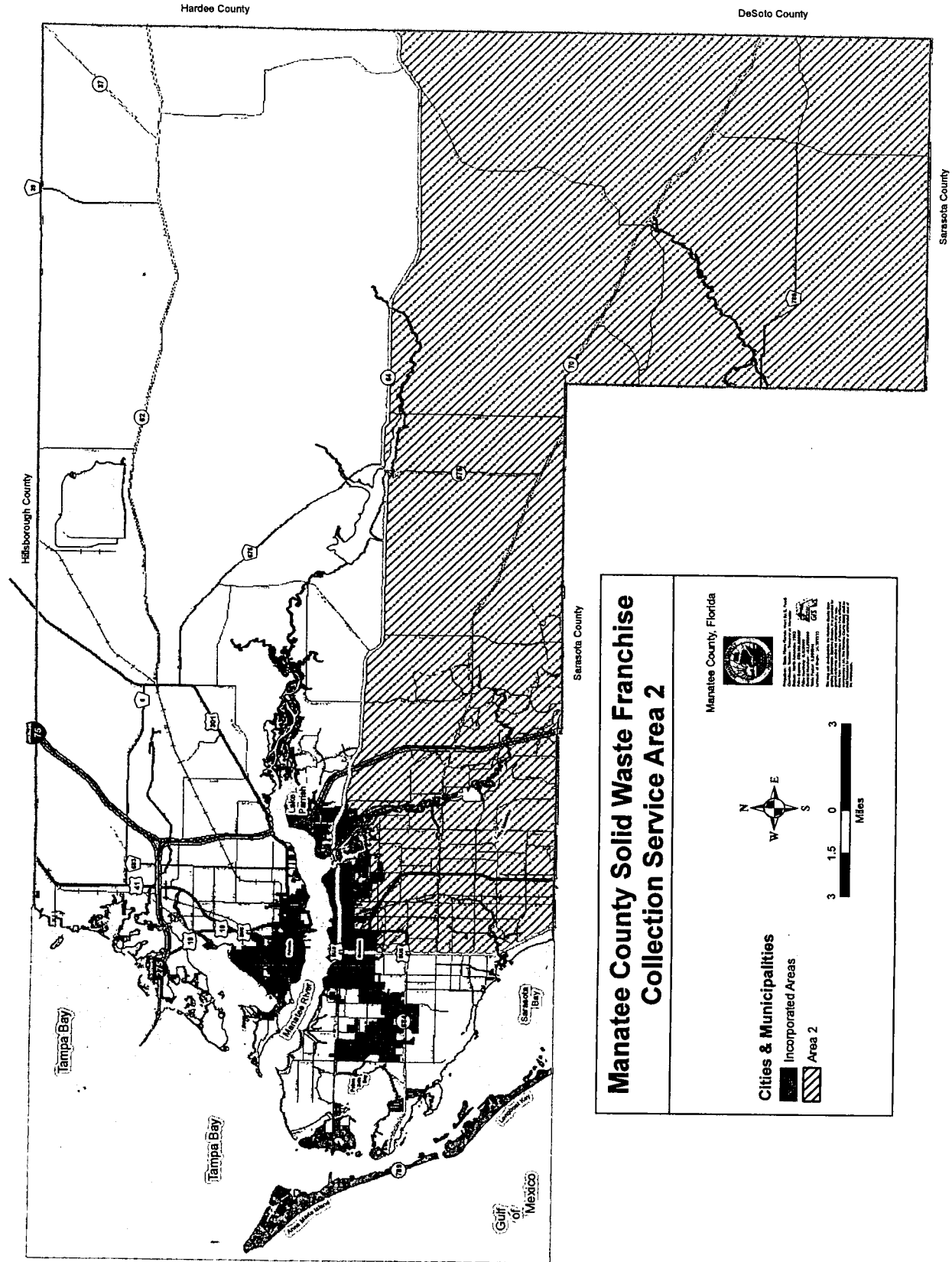
By: Dusan Romine  
Deputy Clerk

MANATEE COUNTY, FLORIDA,  
a political subdivision of the State of Florida

By: Paul W. Sullivan  
Chairman, Board of County Commissioners  
Date: 4/22/08



EXHIBIT A



### Manatee County Solid Waste Franchise Collection Service Area 2

Manatee County, Florida

**Cities & Municipalities**  
Incorporated Areas  
Area 2

3 1.5 0 3  
Miles

Manatee County, Florida  
Solid Waste Franchise  
Collection Service Area 2  
This map shows the collection service area for the Solid Waste Franchise. The area is shaded with diagonal lines. The map also shows the boundaries of Manatee County and the incorporated areas within the county. The map is titled "Manatee County Solid Waste Franchise Collection Service Area 2".

**EXHIBIT B**  
**MANATEE COUNTY SOLID WASTE FRANCHISE**

**Rate Matrix for Collection Service Area 2**  
**Effective October 1, 2008 to September 30, 2009**

	(a)	(b)	(c)	(d)	(e)
<b>A. Residential Service - per month</b> (Fee per customer per month)					
	<b>RATE</b>	<b>Service Fee</b>	<b>Disposal Fee</b>	<b>Franchise Fee</b>	<b>Generation #/month</b>
1. Solid Waste Pickup	\$ 6.85	\$ 3.15	\$ 2.88	\$ 0.82	160
2. Non Curbside Solid Waste Pickup	\$ 15.55	\$ 10.80	\$ 2.88	\$ 1.87	160
3. Yard Trash Pickup	\$ 2.72	\$ 1.49	\$ 0.90	\$ 0.33	50
4. Recycling Pickup (curbside & multi-family/unit)	\$ 2.50	\$ 2.20	n/a	\$ 0.30	n/a
<b>B. Commercial Can Service - per can per pickup</b> (Fee multiplied by number of cans and by number of pickups/month)					
	<b>RATE</b>	<b>Service Fee</b>	<b>Disposal Fee</b>	<b>Franchise Fee</b>	<b>Generation #/can</b>
32 Gallon Can	\$ 2.93	\$ 2.13	\$ 0.45	\$ 0.35	25
<b>C. Multi-Family/Commercial Bin Service - per cy</b> (Fee multiplied by container size and by number of pickups/month)					
	<b>RATE</b>	<b>Service Fee</b>	<b>Disposal Fee</b>	<b>Franchise Fee</b>	<b>Generation #/cubic yd</b>
1. Uncompacted /cubic yard	\$ 7.25	\$ 4.58	\$ 1.80	\$ 0.87	100
2. Compacted /cubic yard	\$ 11.51	\$ 4.73	\$ 5.40	\$ 1.38	300
<b>D. Roll Off Container Service - per cy</b> (Fee multiplied by container size and by number of pulls/month)					
	<b>RATE</b>	<b>Service Fee</b>	<b>Disposal Fee</b>	<b>Franchise Fee</b>	<b>Generation #/cubic yd</b>
1. Open top / cubic yard	\$ 14.42	\$ 8.19	\$ 4.50	\$ 1.73	250
2. Compactor / cubic yard	\$ 18.83	\$ 8.92	\$ 7.65	\$ 2.26	425
<b>E. Bin &amp; Roll Off Rental/Maintenance - per month</b> (Fee per Contractor-owned container per month)					
	<b>RATE</b>	<b>Service Fee</b>	<b>Disposal Fee</b>	<b>Franchise Fee</b>	<b>Generation</b>
1 Cubic Yard	\$ 41.55	\$ 36.56	n/a	\$ 4.99	n/a
1.5 Cubic Yard	\$ 41.55	\$ 36.56	n/a	\$ 4.99	n/a
2 Cubic Yard	\$ 41.55	\$ 36.56	n/a	\$ 4.99	n/a
3 Cubic Yard	\$ 41.55	\$ 36.56	n/a	\$ 4.99	n/a
4 Cubic Yard	\$ 41.55	\$ 36.56	n/a	\$ 4.99	n/a
6 Cubic Yard	\$ 41.55	\$ 36.56	n/a	\$ 4.99	n/a
8 Cubic Yard	\$ 41.55	\$ 36.56	n/a	\$ 4.99	n/a
2 Cubic Yard Compactor	\$ 295.00	\$ 259.60	n/a	\$ 35.40	n/a
3 Cubic Yard Compactor	\$ 295.00	\$ 259.60	n/a	\$ 35.40	n/a
4 Cubic Yard Compactor	\$ 295.00	\$ 259.60	n/a	\$ 35.40	n/a
5 Cubic Yard Compactor	\$ 295.00	\$ 259.60	n/a	\$ 35.40	n/a
6 Cubic Yard Compactor	\$ 295.00	\$ 259.60	n/a	\$ 35.40	n/a
7 Cubic Yard Compactor	\$ 295.00	\$ 259.60	n/a	\$ 35.40	n/a
8 Cubic Yard Compactor	\$ 295.00	\$ 259.60	n/a	\$ 35.40	n/a
10 Cubic Yard	\$ 140.00	\$ 123.20	n/a	\$ 16.80	n/a
20 Cubic Yard	\$ 140.00	\$ 123.20	n/a	\$ 16.80	n/a
30 Cubic Yard	\$ 140.00	\$ 123.20	n/a	\$ 16.80	n/a
40 Cubic Yard	\$ 140.00	\$ 123.20	n/a	\$ 16.80	n/a
20 Yard Compactor	\$ 562.50	\$ 495.00	n/a	\$ 67.50	n/a
40 Yard Compactor	\$ 596.59	\$ 525.00	n/a	\$ 71.59	n/a

(a) Rate - Sum of Service Fee, Disposal Fee, and Franchise Fee.

(b) Service Fee - Fee charged by Authorized Collector; annually adjusted based on CPI and fuel index.

(c) Disposal Fee - Fee charged to dispose of collected waste based on the tipping fee of \$36/ton and generation rates; future adjustments based on changes in the county's tipping fee.

(d) Franchise Fee - 12% of the Rate; calculated using the following formula:  $((\text{Service Fee} + \text{Disposal Fee}) / 0.88) * 0.12 = \text{Franchise Fee}$

(e) Generation Rates - These generation figures will be used for the purpose of determining the portion of the Rate to be adjusted based on tipping fee changes and the portion to be adjusted based on the CPI and fuel index.

EXHIBIT C

MANATEE COUNTY SOLID WASTE FRANCHISE

**Maximum Commercial Recycling Fees in Collection Service Area 2  
Effective October 1, 2008 to September 30, 2016**

<b>A. Paper/Fiber - weekly service</b>	<b>Service Fee</b>
1. Recycling Bin Service - fee per month	\$ 36.00
2. Cart Service - fee per cart per month	\$ 42.74
3. Container Service - fee per cubic yard	\$ 5.70

<b>B. Commingled Containers - weekly service</b>	<b>Service Fee</b>
1. Recycling Bin Service - fee per month	\$ 36.00
2. Cart Service - fee per cart per month	\$ 42.74
3. Container Service - fee per cubic yard	\$ 8.55

Note:

Commercial recycling service is not exclusive to the Authorized Collector, but the Authorized Collector must collect the same types of recyclable materials from commercial customers as it does from residential customers upon request. The rates above are the maximum rates the Authorized Collector shall charge for commercial recycling within its service area. The Authorized Collector may charge less than this amount. Service fees for commercial recycling are not subject to the franchise fee or annual CPI or fuel adjustments.

**EXHIBIT D**

**MANATEE COUNTY SOLID WASTE FRANCHISE**

**Rate Matrix for Special or Extraordinary Service  
Effective October 1, 2008 to September 30, 2009**

	(a)	(b)	(c)	(d)	(e)
<b>A. Residential Special Waste or Extraordinary Service</b>	<b>RATE</b>	<b>Service Fee</b>	<b>Disposal Fee</b>	<b>Franchise Fee</b>	<b>Generation lb/item</b>
1. White Goods Pickup - fee per item	\$ 28.41	\$ 21.40	\$ 3.60	\$ 3.41	200
2. Tires Pickup - fee per event	\$ 17.05	\$ 12.85	\$ 2.15	\$ 2.05	50
3. E-scrap Pickup - fee per event	\$ 17.05	\$ 15.00	n/a	\$ 2.05	n/a
4. Extraordinary Services - fee per event	\$ 34.09	\$ 26.40	\$ 3.60	\$ 4.09	200

	(a)	(b)	(c)	(d)	(e)
<b>B. Multi-Family/Commercial Special Service</b>	<b>RATE</b>	<b>Service Fee</b>	<b>Disposal Fee</b>	<b>Franchise Fee</b>	<b>Generation lb/cy</b>
1. Commercial Bulk Pickup - fee per cubic yd	\$ 19.09	\$ 15.00	\$ 1.80	\$ 2.29	100
2. Refuse bin roll-out (≤15 feet) - fee per month	\$ 17.05	\$ 15.00	n/a	\$ 2.05	n/a
3. Refuse bin roll-out (>15 feet) - fee per month	\$ 28.41	\$ 25.00	n/a	\$ 3.41	n/a
4. Gate service - fee per month	\$ 17.05	\$ 15.00	n/a	\$ 2.05	n/a
5. Dead Run - fee per event	\$ 56.82	\$ 50.00	n/a	\$ 6.82	n/a

(a) Rate - Sum of Service Fee, Disposal Fee, and Franchise Fee.

(b) Service Fee - Fee charged by Authorized Collector; annually adjusted based on CPI and fuel index.

(c) Disposal Fee - Fee charged to dispose of collected waste based on the tipping fee of \$36/ton and generation rates; future adjustments based on changes in the county's tipping fee.

(d) Franchise Fee - 12% of the Rate; calculated using the following formula:  $((\text{Service Fee} + \text{Disposal Fee}) / 0.88) * 0.12 = \text{Franchise Fee}$

(e) Generation Rates - These generation figures will be used for the purpose of determining the portion of the Rate to be adjusted based on tipping fee changes and the portion to be adjusted based on the CPI and fuel index.



EXHIBIT E  
 MANATEE COUNTY SOLID WASTE FRANCHISE  
 COLLECTION SERVICE AREA 2  
 Manatee County Facility Recycling Sites

<b>BUILDING NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ZIP CODE</b>
Braden River Library	4915 53 <sup>rd</sup> Ave. E	Bradenton	34203
Braden River Park	5201 51 <sup>st</sup> Ave. E	Bradenton	
Central Stores- Highway	2908 12 <sup>th</sup> St. Ct. E.	Bradenton	34208
Commerce Center	7632 15 <sup>th</sup> St. Ct. E.	Bradenton	
Courthouse	1115 Manatee Ave. W.	Bradenton	34205
EMS 14	10215 Wauchula Rd.	Myakka City	34251
Environmental Management	202 6 <sup>th</sup> Ave E	Bradenton	34208
Fleet Services	1108 26 <sup>th</sup> Ave. E.	Bradenton	34208
Foreman's Building	1106 26 <sup>th</sup> Ave E.	Bradenton	34208
Health Department	410 6 <sup>th</sup> Ave E.	Bradenton	34208
Health Department Annex	212 6 <sup>th</sup> Ave E	Bradenton	34208
Inspections	216 6 <sup>th</sup> Ave E.	Bradenton	34208
Judicial Center	1051 Manatee Ave W.	Bradenton	34205
Lakewood Ranch Park	5500 Lakewood Ranch Blvd.	Bradenton	34211
Landfill Admin Offices	3033 Lena Rd	Bradenton	34211
Manatee County Transit	1022 26 <sup>th</sup> Ave E	Bradenton	34208
MSO	600 301 Blvd. W	Bradenton	34205
MSO Charter School	202 13 <sup>th</sup> Ave E	Bradenton	34208
Professional Building	1023 Manatee Ave W	Bradenton	34205
Property Management	2906 12 <sup>th</sup> St. Ct. E	Bradenton	34208
Public Safety Complex	2101 27 <sup>th</sup> St. Ct. E.	Bradenton	34208
Radio Shop	1801 5 <sup>th</sup> St W	Bradenton	34205
Landfill Scalehouse	3035 Lena Rd	Bradenton	34211
South East Waste Water Treatment Plant	3331 Lena Rd.	Bradenton	34211
Solid Waste Management (Landfill)	3333 Lena Rd.	Bradenton	34211
SR 64 Boat Ramp	Braden River/SR 64 E.	Bradenton	34205
Supervisor of Elections	600 301 Blvd W	Bradenton	
Tax Collector	6007 111 <sup>th</sup> St. E	Lakewood Ranch	34211
Tax Collector	819 301 Blvd W	Bradenton	34205
Traffic Control	2904 12 <sup>th</sup> St. Ct. E	Bradenton	34208
Transit East County	1108 26 <sup>th</sup> Ave. E	Bradenton	34208
Metropolitan Planning Organization	7632 301 Blvd.	Tellevast	34243

EXHIBIT F

MANATEE COUNTY SOLID WASTE FRANCHISE

Manatee County Drop Off Recycling Sites

Collection Service Area 2

<b>BUILDING NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ZIP CODE</b>
Braden River Park	5201 51 <sup>nd</sup> St. E.	Bradenton	34210
Lakewood Ranch Park	5500 Lakewood Ranch Blvd.	Bradenton	34211
Boat Ramp at Braden River	SR 64 East	Bradenton	

EXHIBIT G  
MANATEE COUNTY SOLID WASTE FRANCHISE  
Reports

The Authorized Collector shall submit to the County the following reports, in a form acceptable to the County, throughout the term of this Agreement (including any renewal of this Agreement):

**Related to Recycling:**

Monthly Reports:

1. Summaries of tonnages of all loads collected during the month by material. An example report is attached and incorporated as part of this Exhibit G.
2. Resident participation rates in terms of weekly and monthly set out counts.
3. The number and nature of complaints received.

**Related to Full Cost Disclosure of Solid Waste Collection and Disposal:**

On an annual basis, the Authorized Collector will provide disposal tonnage by month for residential, commercial and roll-off within ninety (90) days of the end of the County Fiscal Year.

**Five (5) bound copies of all reports** shall be submitted to the County Administrator.

EXHIBIT G  
 MANATEE COUNTY SOLID WASTE FRANCHISE  
 Reports  
 Manatee County Recycling Report

	MON	TUES	WED	THUR	FRI	SAT	TOTALS
Bins in Yard:							
Week 1							
Mixed Paper							
Commingled							
Week 2							
Mixed Paper							
Commingled							
Week 3							
Mixed Paper							
Commingled							
Week 4							
Mixed Paper							
Commingled							
Week 5							
Mixed Paper							
Commingled							
Curbside Pickup:							
Mixed Paper							
Commingled							
<b>Total Tons</b>							
Drop off Centers:							
Mixed Paper							
Commingled							
OCC							
Complaints							
Set Out Rate							
Solid Waste							
Yard Waste							

EXHIBIT H

MANATEE COUNTY SOLID WASTE FRANCHISE

Examples of Calculations of Rate Adjustments for Collection Service Area 2

Example Calculation of Service Fee Adjustment

Assumptions:

CPI change = 2.95%

Fuel Index change = 24.94%

Combined Index = (90% x CPI change) + (10% x Fuel Index change) = 5.15%

	Current Rate / Month				New Rate / Month			
	Service Fee	Tipping Fee	Franchise Fee	Rate	Service Fee	Tipping Fee	Franchise Fee	Rate
<b>Residential Service</b>								
Solid Waste Pickup	\$ 3.15	\$ 2.88	\$ 0.82	\$ 6.85	\$ 3.31	\$ 2.88	\$ 0.84	\$ 7.03
Yard Trash Pickup	\$ 1.49	\$ 0.90	\$ 0.33	\$ 2.72	\$ 1.57	\$ 0.90	\$ 0.34	\$ 2.81
Recycling Pickup	\$ 2.20	n/a	\$ 0.30	\$ 2.50	\$ 2.31	n/a	\$ 0.32	\$ 2.63
<b>Total Rate</b>				<b>\$ 12.07</b>				<b>\$ 12.47</b>

Example Calculation of Disposal Fee Adjustment

Assumptions:

Current disposal fee - \$36.00/ton

New disposal fee - \$38.00/ton

	lb/ month	Current Rate / Month				New Rate / Month			
		Service Fee	Tipping Fee	Franchise Fee	Rate	Service Fee	Tipping Fee	Franchise Fee	Rate
<b>Residential Service</b>									
Solid Waste Pickup	160	\$ 3.15	\$ 2.88	\$ 0.82	\$ 6.85	\$ 3.15	\$ 3.04	\$ 0.84	\$ 7.03
Yard Trash Pickup	50	\$ 1.49	\$ 0.90	\$ 0.33	\$ 2.72	\$ 1.49	\$ 0.95	0.33	2.77
Recycling Pickup	n/a	\$ 2.20	n/a	\$ 0.30	\$ 2.50	\$ 2.20	n/a	0.30	2.50
<b>Total Rate</b>					<b>\$ 12.07</b>				<b>\$ 12.30</b>

**AMENDMENT NO. 1 TO  
SOLID WASTE FRANCHISE AGREEMENT  
UNINCORPORATED MANATEE COUNTY  
COLLECTION SERVICE AREA 2**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Waste Management Inc. of Florida, a Florida corporation, with its principal place of business located at 1001 Fannin, Suite 4000, Houston, Texas 77002, hereinafter referred to as “the Authorized Collector”, and Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as “the County”, constitutes Amendment No. 1 to the Solid Waste Franchise Agreement for Unincorporated Manatee County Collection Service Area 2 between the parties dated April 22, 2008.

**WITNESSETH:**

WHEREAS, the County and the Authorized Collector entered into a Solid Waste Franchise Agreement for Unincorporated Manatee County Collection Service Area 2 dated April 22, 2008 (the “Franchise Agreement”); and

WHEREAS, pursuant to the Franchise Agreement, the County granted an exclusive franchise to the Authorized Collector for residential and commercial solid waste, residential recyclable materials, and residential and commercial yard trash collection services within the unincorporated area of the County; and

WHEREAS, the Franchise Agreement sets forth the terms and provisions of the franchise for the collection services between the County and the Authorized Collector, which became effective October 1, 2008; and

WHEREAS, Section 6.1 of the Franchise Agreement provides for an initial term of eight (8) years, with work commencing October 1, 2008, and terminating at the end of September 30, 2016; and

WHEREAS, Section 6.2 of the Franchise Agreement provides that the County shall have the option with the concurrence of the Authorized Collector to renew the Franchise Agreement for up to one (1) additional term not to exceed seven (7) years following a full public hearing in accordance with Chapter 85-457, Laws of Florida, and Chapter 2-16, Manatee County Code of Ordinances, as amended; and

WHEREAS, Section 6.2 of the Franchise Agreement further provides that any renewal of the Franchise Agreement shall be subject to terms and conditions mutually agreed upon by the parties, as long as the service or work in any such renewal does not exceed the scope of the original request for proposals; and

WHEREAS, the County desires to exercise the option of renewing the Franchise Agreement and the Authorized Collector concurs with the renewal of the Franchise Agreement for one (1) additional term of seven (7) years, commencing on October 1, 2016, and terminating at the end of September 30, 2023; and

WHEREAS, the County and the Authorized Collector have negotiated the terms and conditions of the renewal of the Franchise Agreement which are set forth in this Amendment No. 1; and

WHEREAS, the service and work in such renewal of the Franchise Agreement as set forth in this Amendment No. 1 do not exceed the scope of the original request for proposals; and

WHEREAS, this Amendment No. 1 amends, revises and modifies some of the terms and provisions of the Franchise Agreement to take effect October 1, 2016; and

WHEREAS, the renewal of the Franchise Agreement as set forth in this Amendment No. 1 has been the subject of a full public hearing in accordance with Chapter 85-457, Laws of Florida, and Chapter 2-16, Manatee County Code of Ordinances, as amended; and

WHEREAS, the County has determined that the granting of a renewal of the exclusive franchise to the Authorized Collector for residential and commercial solid waste, residential recyclable materials, and residential and commercial yard trash collection services is in the best interest of the County.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the County and the Authorized Collector, each intending to be legally bound, hereby agree as follows:

1. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be renewed for one (1) additional term of seven (7) years in accordance with Section 6.2 Renewal of Agreement. The effective date of the additional term of the Franchise Agreement shall be October 1, 2016, immediately upon termination of the initial term of the Franchise Agreement as provided in Section 6.1 Initial Term. The additional term of the Franchise Agreement shall be for a period of seven (7) years, with work under such renewal commencing October 1, 2016, and terminating at the end of September 30, 2023. Renewal of the Franchise Agreement shall be subject to the terms and conditions mutually agreed upon by the parties as set forth in this Amendment No. 1. All amendments, revisions and modifications to the Franchise Agreement contained in this Amendment No. 1 shall take effect on the effective date of the additional term of the Franchise Agreement.

2. Upon the effective date of the additional term of the Franchise Agreement, residential collection service shall consist of recyclable materials collected in a single stream (all recyclable materials comingled) from recycling carts. Following the execution of this Amendment No. 1 by both parties, the Authorized Collector agrees to cooperate with the County in an orderly transition and implementation from dual stream to single stream collection of recyclable materials. The County Administrator shall identify requirements for such transition and implementation, which shall include but not be limited to, plans, schedules, meetings, educational materials, vehicles, equipment, collection routes, distribution of carts, removal of bins, databases and reports. The County Administrator shall provide such requirements to the Authorized Collector. The Authorized Collector, at the sole cost and expense of the Authorized Collector, shall prepare, revise and submit all required plans, schedules, materials, procedures, information, collection routes, databases and reports for review and approval by the County Administrator. The Authorized Collector shall comply with such approved requirements and all directions and requests from the County Administrator in the transition and implementation of the single stream collection of recyclable materials.

3. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the revision of the fifth paragraph of Section 2.4 Commercial Collection Service to read as follows:

The Authorized Collector shall, on a nonexclusive basis, collect recyclable materials from any commercial establishment in the Collection Service Area that requests such service. At a minimum, the Authorized Collector shall collect the same recyclable materials that are collected from residences. In this capacity, the Authorized Collector is acting as a private hauler and shall be responsible for billing and collection of payment for recyclable materials service from commercial establishments. The Authorized Collector shall charge no more than the maximum commercial recycling rates specified

in Revised Exhibit C, attached hereto and made a part hereof, but may charge less. The Authorized Collector shall submit a monthly report to the County Administrator listing the amount and types of recyclable materials collected from commercial establishments during the previous month.

4. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the revision of the third paragraph of Section 2.8 Collection Service During Declared Emergency to read as follows:

To prepare for such events, the Authorized Collector shall provide the County Administrator with a Disaster Preparedness Plan or an update of the prior year's approved plan no later than March 1 of each year, which plan is subject to approval by the County. The Disaster Preparedness Plan shall include plans for reestablishing regular collection routes and schedules, as well as for securing additional personnel and equipment, and shall contain proposed rates for collection services associated with the cleanup of debris from Declared Emergencies.

5. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the revision of Section 2.10 County Recycling Service to read as follows:

The Authorized Collector, at the Authorized Collector's sole cost and expense, shall collect and remove all contained or bundled office paper, corrugated cardboard, and all specified recyclable materials placed in containers at the sites listed in Revised Exhibit E, attached hereto and made a part hereof, and all County government facilities constructed or acquired in the Collection Service Area during the term of this Agreement. The number and location of sites, types of materials to be collected, types of containers, means of providing containers, frequency of service, and provision of paper shredding services at the sole expense of the Authorized Collector shall be mutually agreed upon by the Authorized Collector and the County Administrator. The Authorized Collector shall recycle all paper and recyclable materials obtained from collection at all such sites.

The Authorized Collector, at the Authorized Collector's sole cost and expense, shall collect and remove all cardboard placed in containers at the sites listed in Revised Exhibit F, attached hereto and made a part hereof, and all County government facilities constructed or acquired in the Collection Service Area during the term of this Agreement. The number and location of sites, types of containers, means of providing containers, and frequency of service shall be mutually agreed upon by the Authorized Collector and the County Administrator. The Authorized Collector shall recycle all cardboard obtained from collection at all such sites. If a collection container is too contaminated for the cardboard to be recycled, as mutually determined by the Authorized Collector and the County Administrator, the County shall pay the Authorized Collector One Hundred and 00/100 Dollars (\$100.00) for removing the material and delivering it to the County's Lena Road landfill or other solid waste facility designated by the County Administrator, and the County shall waive the disposal fee for this material.

The Authorized Collector shall have the right to retain all revenues from the processing and marketing of recyclable materials collected at the sites listed in Revised Exhibit E and Revised Exhibit F and all residential and commercial recyclable materials collected pursuant to this Agreement.

6. The Franchise Agreement between the County and the Authorized Collector dated April 22,



2008, shall be amended by the revision of Section 2.13 Provision of Refuse Bins and Recycling Containers to read as follows:

2.13 Provision of Refuse Bins, Recycling Carts and Recycling Containers.

The Authorized Collector shall provide refuse bins to all commercial collection service customers requesting refuse bins. The type, number and location of such refuse bins shall be subject to mutual agreement between the customer and the Authorized Collector.

The Authorized Collector shall be responsible for the care and maintenance of refuse bins supplied and shall hold the County harmless for any liabilities arising out of the use thereof.

For privately owned refuse bins, the Authorized Collector shall hold the County harmless for any damages to the refuse bins or liabilities associated therewith arising out of the use of such refuse bins.

The Authorized Collector shall provide at least one (1) recycling cart with a minimum capacity of sixty-four (64) gallons and educational materials prepared or approved by the County Administrator to each residential collection service customer. Recycling carts and larger recycling containers such as ninety (90) gallon totes and roll-off rhinos will be provided by the Authorized Collector at the sole cost and expense of the Authorized Collector. Commercial front-end and roll-off containers will be provided by the Authorized Collector.

The Authorized Collector, at the sole cost and expense of the Authorized Collector, shall own all recycling carts and shall be responsible for the repair and replacement of damaged recycling carts during the term of this Agreement. Upon termination of this Agreement for any reason, the County shall own all recycling carts distributed to customers and the Authorized Collector shall make available all excess recycling carts for purchase by the County.

The County Administrator shall establish minimum specifications, standards and requirements for recycling carts (body, lid, handle, wheels and axle), which shall include but not be limited to, capacity, construction, design, materials, stability, color, markings, database and warranty. The County Administrator shall provide such specifications, standards and requirements to the Authorized Collector. The Authorized Collector shall comply with such specifications, standards and requirements in the purchase, distribution, repair, replacement and management of the recycling carts. Any recycling cart which does not comply with such specifications, standards and requirements shall be removed from service and shall not be available for use.

The Authorized Collector will be responsible for storage and delivery of the refuse bins, recycling carts, and other containers to customers. The Authorized Collector shall deliver new or replacement bins, recycling carts and other containers to customers within three (3) working days of receiving a request for such bins, carts or containers.

7. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the revision of Section 2.18 Annual Audit to read as follows:

The Authorized Collector, at the Authorized Collector's sole cost and expense, shall

obtain the services of a certified public accountant to perform an annual financial audit of the Authorized Collector's records, financial statements, and other documents relating to the services provided under this Agreement as required by Chapter 2-16, Manatee County Code of Ordinances, as amended. The audit shall be performed in accordance with generally accepted accounting principles and shall be submitted to the County no later than March 31 of each year.

8. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the revision of the first paragraph of Section 5.2 Key Personnel to read as follows:

Area Director of Regional Affairs Bill Gresham is hereby identified as the Authorized Collector's key personnel and is hereby assigned as the Authorized Collector's Manager for purposes of this Agreement. The Authorized Collector shall not remove or replace such key personnel until alternate personnel acceptable to the County has been approved in writing by the County Administrator, provided, however, that the Authorized Collector may remove such key personnel for cause after providing written notice to the County describing the nature of the cause. In the event of removal of such key personnel for cause, alternate or replacement personnel acceptable to the County in its reasonable discretion must be approved in writing by the County Administrator.

9. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the revision of Article 7 Bond to read as follows:

The Authorized Collector will execute payment and performance bonds in the amount of \$5 Million and 00/100 Dollars (\$5,000,000.00) required by the County as security for the faithful performance and payment of all the obligations of the Authorized Collector under this Agreement. The bonds shall be written in the amounts and forms and with such sureties as are acceptable to the County and shall be subject to the conditions set forth in Chapter 85-457, Laws of Florida. Prior to execution of this Agreement, the Authorized Collector shall furnish the executed bonds to the County.

10. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the addition of paragraph L to Article 11 Liquidated Damages to read as follows:

L. Failure to deliver recycling carts within \$100.00 per incident three (3) working days of receiving request for such carts.

11. Exhibit C Maximum Commercial Recycling Fees in Collection Service Area 2 to the Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the substitution of Revised Exhibit C., attached hereto and made a part hereof.

12. Exhibit E Manatee County Facility Recycling Sites to the Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the substitution of Revised Exhibit E, attached hereto and made a part hereof.

13. Exhibit F Manatee County Drop Off Recycling Sites to the Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the substitution of Revised Exhibit F, attached hereto and made a part hereof.

14. All other terms, conditions and provisions of the Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall remain in full force and effect to the extent not otherwise amended, revised or modified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Franchise Agreement, by and through their duly authorized officers, on the respective dates below.

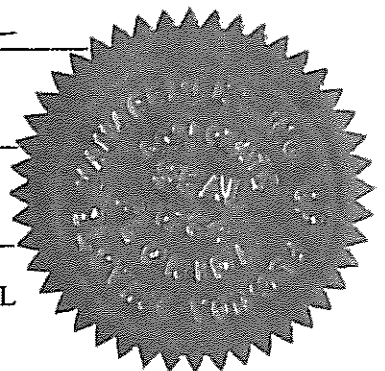
WITNESSES:

Bill Hahn  
Guy Thayer  
Bill Hahn  
Guy Thayer

WASTE MANAGEMENT INC. OF FLORIDA,  
a Florida corporation

By: [Signature]  
Name: Timothy B. Hawkins  
Title: President  
Date: 10-1-14

Attest: [Signature]  
Name: Ronald M. Kaplan  
Title: Assistant Secretary  
Date: 10-1-14



CORPORATE SEAL

APPROVED by the Board of County Commissioners of Manatee County, Florida, with a quorum present and voting, on the 7 day of October, 2014.

ATTEST: R.B. Shore  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk

MANATEE COUNTY, FLORIDA,  
a political subdivision of the State of Florida

By: [Signature]  
Chairman, Board of County Commissioners  
Date: \_\_\_\_\_

REVISED EXHIBIT C

MANATEE COUNTY SOLID WASTE FRANCHISE

Maximum Commercial Recycling Fees in Collection Service Area 2  
Effective October 1, 2008 to September 30, 2023

A. Paper/Fiber – weekly service	Service Fee
1. Recycling Bin Service – fee per month	\$36.00
2. Cart Service – fee per cart per month	\$42.74
3. Container Service – fee per cubic yard	\$5.70

B. Commingled Containers – weekly service	Service Fee
1. Recycling Bin Service – fee per month	\$36.00
2. Cart Service – fee per cart per month	\$42.74
3. Container Service – fee per cubic yard	\$8.55

Note:

Commercial recycling service is not exclusive to the Authorized Collector, but the Authorized Collector must collect the same types of recyclable materials from commercial customers as it does from residential customers upon request. The rates above are the maximum rates the Authorized Collector shall charge for commercial recycling within its service area. The Authorized Collector may charge less than this amount. Service fees for commercial recycling are not subject to the franchise fee or annual CPI or fuel adjustments.

REVISED EXHIBIT E

MANATEE COUNTY SOLID WASTE FRANCHISE

COLLECTION SERVICE AREA 2

Manatee County Facility Recycling Sites

BUILDING NAME	ADDRESS	CITY	ZIP CODE
Bayfront Park	310 N. Bay Blvd.	Anna Maria	
Braden River Library	4915 53 <sup>rd</sup> Ave. E.	Bradenton	34203
Braden River Park	5201 51 <sup>st</sup> St. E.	Bradenton	34210
Central Stores Highway	2908 12 <sup>th</sup> St. Ct. E.	Bradenton	34208
County Highway Division/Barn – East County	36650 Arcadia Ave.	Myakka City	
Courthouse	1115 Manatee Ave. W.	Bradenton	34205
East Bradenton Park	1119 13 <sup>th</sup> St. E.	Bradenton	
Emergency Operations Center (EOC)	2101 47 <sup>th</sup> Ter. E.	Bradenton	
Environmental Management Division	202 6 <sup>th</sup> Ave. E.	Bradenton	34208
Facilities/Property Management	2906 12 <sup>th</sup> St. Ct. E.	Bradenton	34208
Fleet Services	1100 26 <sup>th</sup> Ave. E.	Bradenton	34208
Foreman's Building	1106 26 <sup>th</sup> Ave. E.	Bradenton	34208
Health Department	410 6 <sup>th</sup> Ave. E.	Bradenton	34208
Health Department Annex	212 6 <sup>th</sup> Ave. E.	Bradenton	34208
Health Inspections	216 6 <sup>th</sup> Ave. E.	Bradenton	34208
Jigg's Landing	6106 63 <sup>rd</sup> St. E.	Bradenton	
Judicial Center	1051 Manatee Ave. W.	Bradenton	34205
Lakewood Ranch Park	5350 Lakewood Ranch Blvd.	Bradenton	34211
Metropolitan Planning Organization	7632 15 <sup>th</sup> St. E.	Sarasota	34243
MSO/Supervisor of Elections	600 301 Blvd. W.	Bradenton	34205
Pride Park	815 63 <sup>rd</sup> Ave. W.	Bradenton	
Professional Building	1023 Manatee Ave. W.	Bradenton	34205
Public Works	5511 39 <sup>th</sup> St. E.	Bradenton	
Radio Shop	1801 5 <sup>th</sup> St. W.	Bradenton	34205
Records Management Center	516 13 <sup>th</sup> St. W.	Bradenton	
Solid Waste Management (Landfill)	3333 Lena Rd.	Bradenton	34211
Southeast Wastewater Treatment Plant	3331 Lena Rod	Bradenton	34211
Southern Manatee Fire Dept. – Administration Bldg.	2451 Trailmate Dr.	Sarasota	
Southern Manatee Fire Dept. – Station 3	7611 Prospect Rd.	Sarasota	

Southern Manatee Fire Dept. – Station 5	7301 Honore Ave.	Sarasota	
Southern Manatee Fire Dept. – Station 1	6100 15 <sup>th</sup> St. E.	Bradenton	
Southern Manatee Fire Dept. – Station 2	1911 30 <sup>th</sup> Ave. E.	Bradenton	
Southern Manatee Fire Dept. – Station 4	5228 45 St. E.	Bradenton	
Supervisor of Elections	305 15 <sup>th</sup> St. W.	Bradenton	
Tax Collector	819 301 Blvd. W.	Bradenton	34205
Traffic Control	2904 12 <sup>th</sup> St. Ct. E.	Bradenton	34208
Transit – East County	1108 26 <sup>th</sup> Ave. E.	Bradenton	34208
Transit Division	1022 26 <sup>th</sup> Ave. E.	Bradenton	
US Citizenship & Immigration Services	515 11 <sup>th</sup> St. W.	Bradenton	
Whitfield Park	7100 12 <sup>th</sup> St. E.	Sarasota	

REVISED EXHIBIT F

MANATEE COUNTY SOLID WASTE FRANCHISE

COLLECTION SERVICE AREA 2

Manatee County Drop Off Recycling Sites

BUILDING NAME	ADDRESS	CITY	ZIP CODE
Bayfront Park	310 N. Bay Blvd.	Anna Maria	
Braden River Park	5201 51 <sup>st</sup> St. E.	Bradenton	
East Bradenton Park	1119 13 <sup>th</sup> St. E.	Bradenton	34210
Lakewood Ranch Park	5350 Lakewood Ranch Blvd.	Bradenton	34211
Lena Road Landfill	3333 Lena Rd.	Bradenton	34211
Pride Park	815 63 <sup>rd</sup> Ave. W.	Bradenton	
Whitfield Park	7100 12 <sup>th</sup> St. E.	Sarasota	

**SOLID WASTE FRANCHISE AGREEMENT  
UNINCORPORATED MANATEE COUNTY  
COLLECTION SERVICE AREA 1**

THIS FRANCHISE AGREEMENT, made and entered into this 22<sup>ND</sup> day of APRIL, 2008, by and between Waste Pro of Florida, Inc., a Florida corporation, with its principal place of business located at 2101 West State Road 434, Suite 315, Longwood, Florida 32779, hereinafter referred to as "the Authorized Collector", and Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as "the County".

**WITNESSETH:**

WHEREAS, pursuant to Section 125.01, Florida Statutes, Chapter 85-457, Laws of Florida, and Chapter 2-16, Manatee County Code of Ordinances, as amended, the County is authorized to grant exclusive franchises for the collection of solid waste, recyclable materials, and yard trash within the unincorporated areas of Manatee County, Florida; and

WHEREAS, a public announcement dated May 9, 2007, was made, distributed and published by the County requesting proposals (RFP#07-0470-RC) for the selection of a contractor to provide Solid Waste, Recyclables, and Yard Waste Collection Services; and

WHEREAS, the Authorized Collector submitted a proposal dated August 31, 2007, in response to the request for proposals (RFP#07-0470-RC), and subsequently made presentations and representations which were relied upon by the County in selecting the Authorized Collector; and

WHEREAS, the Authorized Collector has presented satisfactory evidence to the County that it has adequate physical, operational, financial and technical capabilities to provide the services described in this Agreement in compliance with all rules and regulations of the County; and

WHEREAS, the County has determined that the granting of an exclusive franchise to the Authorized Collector for residential and commercial solid waste, residential recyclable materials, and residential and commercial yard trash collection services is in the best interest of the County; and

WHEREAS, pursuant to Chapter 2-16, Manatee County Code of Ordinances, as amended, the Authorized Collector shall pay a fee in the amount of twelve percent (12%) on the services to be provided under this Agreement as a franchise fee; and

WHEREAS, the County and the Authorized Collector have negotiated the terms and provisions of this Agreement, which will become effective October 1, 2008; and

WHEREAS, the capacity of the Authorized Collector to provide the services described in this Agreement is an essential relationship of trust and confidence between the County and the Authorized Collector.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the County and the Authorized Collector, each intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – DEFINITIONS**

Unless otherwise specifically stated in this Agreement, the definitions contained in Section 403.703,



Florida Statutes, and Chapter 2-16, Manatee County Code of Ordinances, as amended, shall apply to the terms used in this Agreement.

## ARTICLE 2 – SCOPE OF WORK

### **2.1 General Requirements**

The Authorized Collector shall provide residential and commercial collection services, principally through the local operating facility, on an exclusive basis within the following portions of unincorporated Manatee County, hereinafter referred to as the “Collection Service Area”, under the terms and conditions set forth in this Agreement.

#### Collection Service Area 1

All of unincorporated Manatee County lying north of the Sarasota/Manatee County line to the Manatee River from 14th Street West (west of centerline of road) west to the island municipalities; and

All of unincorporated Manatee County lying north of State Road 64 (north side of centerline of road) to the Hillsborough/Manatee County line, and from the eastern County line to the most western part of the County.

The boundaries of the Collection Service Area described above are depicted on the map in Exhibit A, attached hereto and made a part hereof.

The Authorized Collector shall provide, directly or through subcontractors approved by the County Administrator, all labor, materials, vehicles, equipment, skills, tools, machinery, supervision, buildings, facilities, and other services to provide the collection services required herein. The Authorized Collector, at the Authorized Collector’s sole cost and expense, shall pay all costs, expenses, fees and charges required to perform the collection services, including, but not limited to, permit fees, license fees, and disposal fees or charges at any disposal facility. The Authorized Collector shall pay all federal, state and local taxes and assessments, including, but not limited to, sales tax, social security, worker’s compensation, unemployment insurance, and other required taxes and assessments which may be chargeable against labor, materials, equipment, vehicles, buildings, real estate, and any other items necessary to and incurred in the performance of this Agreement.

The work consists of providing residential solid waste collection service (including separate solid waste collection, separate recyclable materials collection, separate yard trash collection, and separate special waste collection) and commercial collection service (including, but not limited to, front-end and roll-off services) in the Collection Service Area in compliance with all county, state and federal laws, ordinances, codes, rules and regulations.

The collection, transportation and disposal of solid waste, recyclable materials, and yard trash in the County is governed by a combination of legislative enactments, including, but not limited to, Chapter 403, Part IV, Florida Statutes, Chapter 85-457, Laws of Florida, and Chapter 2-16, Manatee County Code of Ordinances, as amended.

### **2.2 Residential Collection Service**

Except as otherwise provided in this Agreement, the Authorized Collector shall collect and remove all properly contained or bundled solid waste, recyclable materials, yard trash and special waste (excluding white goods, e-scrap, more than two (2) tires per pickup, or more than two (2) other special waste items

per pickup) placed out in accordance with Chapter 2-16, Manatee County Code of Ordinances, as amended, from all residences in the Collection Service Area, except those granted individual exemptions.

Residential collection service shall include multifamily developments not receiving commercial service.

Residential collection shall be picked up at the curb; however, there will be instances when collection shall be provided at the rear door or from enclosures or underground containers. If enclosures or underground containers are located within three (3) feet of the curb or driveway, the residential service charges for such collection service shall apply. If the distance to the enclosures or underground containers is greater than three (3) feet from the curb or driveway, non-curbside solid waste pickup rate shall apply. The County Administrator shall make the final determination as to which rate shall apply.

Residential collection service shall consist of the following pickups per week:

- A. Two (2) pickups per week, with at least two (2) days between each pickup, for solid waste. The specific collection days for each portion of the Collection Service Area shall be established by the Authorized Collector and approved by the County Administrator. The collection days may be changed from time to time with the approval of the County Administrator.
- B. One (1) pickup per week for yard trash. The specific collection days for each portion of the Collection Service Area shall be established by the Authorized Collector and approved by the County Administrator. The collection days may be changed from time to time with the approval of the County Administrator.
- C. One (1) pickup per week for recyclable materials. The specific collection days for each portion of the Collection Service Area shall be established by the Authorized Collector and approved by the County Administrator. The collection days may be changed from time to time with the approval of the County Administrator.

If a holiday falls on a regular collection day, the Authorized Collector shall, at least six (6) months in advance of the holiday, request approval from the County Administrator regarding an alternative collection schedule for the holiday.

Residential collection service shall not be conducted before 6:00 a.m. or after 6:00 p.m. No residential collection shall be made on Sunday.

In case of a County emergency, as determined by the County Administrator, the requirements set forth in this section may be changed by the County Administrator.

### **2.3 Multifamily Developments**

Multifamily developments may receive either residential collection service or commercial collection service. The determination whether multifamily developments receive commercial collection service shall be made by the County Administrator in accordance with Chapter 2-16, Manatee Code of Ordinances, as amended.

The Authorized Collector shall collect and remove all recyclable materials from multifamily developments that are receiving commercial collection service. Multifamily recyclable materials collection service shall consist of one (1) pickup per week at the same rate as residential collection of recyclable materials.

Prior to scheduling the commencement of recyclable materials collection service at each multifamily site, the multifamily development shall submit documentation of written approval from any necessary or appropriate departments as determined by the County Administrator pertaining to service at such site, including, but not limited to, site conditions, location, access, proposed containers, and proposed vehicles to service containers.

#### **2.4 Commercial Collection Service**

Except as otherwise provided in this Agreement, the Authorized Collector shall collect and remove all properly contained or bundled solid waste and yard trash placed out in accordance with Chapter 2-16, Manatee County Code of Ordinances, as amended, from all commercial establishments in the Collection Service Area. The nature and frequency of commercial collection service shall be agreed upon by the customer, the County Administrator, and the Authorized Collector; provided, however, such solid waste collection shall be made at least one (1) time per week. Notwithstanding any provisions of this section, vacated commercial establishments shall not be subject to the minimum collection service frequency.

The rates listed in Exhibit B, attached hereto and made a part hereof, shall be used for determining payment to the Authorized Collector as specified in section 3.1 of this Agreement. The pull charge per compacted yard of refuse is for solid waste placed in a refuse bin with attached/detachable mechanical compacting device and excludes compactor rental and maintenance charge. The pull charge per uncompacted yard of refuse is for solid waste placed in a refuse bin without a compacting device and excludes refuse bin maintenance charge. Bulk service and roll-off container service are based on cubic yards and exclude maintenance charges.

Commercial collection service shall not be conducted before 5:00 a.m. or after 7:00 p.m. No commercial collection shall be made on Sunday. The Authorized Collector shall maintain and keep current all records and files necessary to document commercial collection service.

The Authorized Collector shall not provide commercial collection service to customers for noncontinuous payment until otherwise notified in writing by the County Administrator.

The Authorized Collector shall, on a nonexclusive basis, collect recyclable materials from any commercial establishment in the Collection Service Area that requests such service. At a minimum, the Authorized Collector shall collect the same recyclable materials that are collected from residences. In this capacity, the Authorized Collector is acting as a private hauler and shall be responsible for billing and collection of payment for recyclable materials service from commercial establishments. The Authorized Collector shall charge no more than the maximum commercial recycling rates specified in Exhibit C, attached hereto and made a part hereof, but may charge less. The Authorized Collector shall submit a monthly report to the County Administrator listing the amount and types of recyclable materials collected from commercial establishments during the previous month.

Prior to scheduling the commencement of recyclable materials collection service at each commercial site, the commercial establishment shall submit documentation of written approval from any necessary or appropriate departments as determined by the County Administrator pertaining to service at such site, including, but not limited to, site conditions, location, access, proposed containers, and proposed vehicles to service containers.

#### **2.5 Special Waste Collection Service**

Except as otherwise provided in this Agreement, the Authorized Collector shall collect special waste,

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excluding white goods, e-scrap, more than two (2) tires per pickup, and more than two (2) other special waste items per pickup, from residential improved real property as part of the residential collection service charge. Collection of all other special waste will be charged at the rates specified in Exhibit D, attached hereto and made a part hereof. Upon the County receiving a request for the collection of special waste from the owner or occupant of residential improved real property, the County shall notify the Authorized Collector of the request. The Authorized Collector shall schedule a date to collect such special waste within one (1) week (including weekends and holidays) from the date of the request, and the County shall notify the customer requesting such service. The County will include the charges for special waste collection service on the monthly bill and the Authorized Collector will receive payment as provided in section 3.1 of this Agreement.

Multifamily developments receiving residential collection service shall receive the same special waste collection service as provided to residential improved real property.

The Authorized Collector shall provide an estimate to customers receiving commercial collection service regarding the cost for each special waste collection in advance of providing the service, but within two (2) working days of a request for such special waste collection. The Authorized Collector shall collect commercial special waste only after receiving approval of the estimated cost from the customer, but within three (3) working days of receiving such approval.

## **2.6 Extraordinary Collection Service**

Extraordinary collection service, such as removal of large quantities of loose yard trash or loose construction and demolition debris, is not included in the residential collection service charge. The County shall arrange for provision of extraordinary collection service with the customer upon request. The Authorized Collector shall provide such service at the service rate specified in Exhibit D. The County will include the charges for extraordinary collection service on the monthly bill and the Authorized Collector will receive payment as provided in section 3.1 of this Agreement.

## **2.7 Construction and Demolition Debris Collection Service**

The Authorized Collector shall collect and remove all properly contained or bundled construction and demolition debris resulting from home repair or renovation projects on residential property placed out in accordance with Chapter 2-16, Manatee County Code of Ordinances, as amended, from all residences in the Collection Service Area. Collection of any other construction and demolition debris is not governed by this Agreement.

## **2.8 Collection Service During Declared Emergency**

In the event of a Declared Emergency by the County, pursuant to authority of the Board of County Commissioners, the Authorized Collector's primary responsibility shall be to reestablish regular routes and schedules for collection of solid waste, recyclable materials, yard trash, and special waste as soon as possible.

During a Declared Emergency, the County may request the Authorized Collector to collect disaster debris within the Collection Service Area, or within an area specified by the County. Upon written authorization by the County Administrator, the Authorized Collector shall collect disaster debris in a specified area for a specified period of time and shall deliver such disaster debris to a location designated by the County. The Authorized Collector will be compensated for such services according to the rate schedule in the Disaster Preparedness Plan prepared by the Authorized Collector and approved by the County, provided the Authorized Collector's invoices are prepared in accordance with FEMA guidelines.

To prepare for such events, the Authorized Collector shall provide the County Administrator with a Disaster Preparedness Plan or an update of the prior year's approved plan no later than October 1 of each year, which plan is subject to approval by the County. The Disaster Preparedness Plan shall include plans for reestablishing regular collection routes and schedules, as well as for securing additional personnel and equipment, and shall contain proposed rates for collection services associated with the cleanup of debris from Declared Emergencies.

Nothing herein shall require the County to utilize the services of the Authorized Collector to collect debris during a Declared Emergency, or shall prevent the County from contracting with other parties to perform all or a portion of such work.

## **2.9 Backup Collection Service**

In the event of noncompliance, default or forfeiture of the Solid Waste Franchise Agreement by the Authorized Collector in Collection Service Area 2, the Authorized Collector agrees to provide backup collection service in said other Collection Service Area. Upon notice from the County, the Authorized Collector shall perform the same collection services as provided under this Agreement in the other Collection Service Area for a minimum period of six (6) months or until the effective date of a new Solid Waste Franchise Agreement in such other Collection Service Area. The Authorized Collector shall commence such backup collection service as expeditiously as possible after receipt of notice from the County. The County shall furnish to the Authorized Collector route sheets and any other data in its possession to expedite commencement of such backup collection service. The County may use a competitive selection process or any other process the County determines to be in the best interest of the County to grant a new franchise in the other Collection Service Area. The County agrees to pay and the Authorized Collector agrees to accept as full payment for such backup collection service the rates in effect in the other Collection Service Area at the time of performance of such services. The County further agrees to pay reasonable mobilization costs incurred by the Authorized Collector in furnishing personnel, vehicles and equipment necessary to provide such backup collection service in the other Collection Service Area. The County will not assess liquidated damages against the Authorized Collector in the other Collection Service Area for a period of ninety (90) days from commencement of such backup collection service.

## **2.10 County Recycling Service**

The Authorized Collector, at the Authorized Collector's sole cost and expense, shall collect and remove all contained or bundled office paper, corrugated cardboard, and all specified recyclable materials placed in containers at the sites listed in Exhibit E, attached hereto and made a part hereof, and all County government facilities constructed or acquired in the Collection Service Area during the term of this Agreement. The number and location of sites, types of materials to be collected, types of containers, means of providing containers, frequency of service, and provision of paper shredding services at the sole expense of the Authorized Collector shall be mutually agreed upon by the Authorized Collector and the County Administrator. The Authorized Collector shall recycle all paper and recyclable materials obtained from collection at all such sites.

The Authorized Collector, at the Authorized Collector's sole cost and expense, shall collect and remove all cardboard placed in containers at the sites listed in Exhibit F, attached hereto and made a part hereof. The number and location of sites, types of containers, means of providing containers, and frequency of service shall be mutually agreed upon by the Authorized Collector and the County Administrator. The Authorized Collector shall recycle all cardboard obtained from collection at all such sites. If a collection container is too contaminated for the cardboard to be recycled, as mutually determined by the Authorized

Collector and the County Administrator, the County shall pay the Authorized Collector One Hundred and 00/100 Dollars (\$100.00) for removing the material and delivering it to the County's Lena Road landfill or other solid waste facility designated by the County Administrator, and the County shall waive the disposal fee for this material.

The Authorized Collector shall have the right to retain all revenues from the processing, and marketing of recyclable materials collected at the sites listed in Exhibits E and F and all residential and commercial recyclable materials collected pursuant to this Agreement.

## **2.11 Community Service**

- A. **Special Cleanup Programs.** The Authorized Collector, at no cost to the County or the customer, will furnish an appropriate number and size of refuse bins and recycling containers and will provide unlimited collection of solid waste, recyclable materials, yard trash and special waste placed in the bins and containers for special cleanup programs organized by bonafide homeowners associations, civic associations, or other bonafide neighborhood organizations within the Collection Service Area, which special cleanup programs have been approved by the County Administrator and for which the County Administrator will instruct the Authorized Collector to provide such service. The total number of special cleanup programs in the Collection Service Area shall not exceed eleven (11) per year for associations and organizations and two (2) per year for Keep Manatee Beautiful based on the County's fiscal year. The Authorized Collector and the County Administrator shall mutually agree on the number and location of containers for any special cleanup program.
- B. **Annual Residential Unlimited Solid Waste Collection.** The Authorized Collector will furnish one (1) unlimited collection of solid waste per year to a residence, at no cost to the County or the customer, where such solid waste materials would normally be classified as an extraordinary collection service for which the Authorized Collector would be entitled to receive additional compensation.
- C. **Back Door or Side Door Collection Service.** The Authorized Collector shall provide back door or side door collection service to residences occupied by persons physically incapacitated and unable to transport solid waste and recyclable materials to a location required for curbside service at the residential service charge for collection of solid waste and recyclable materials specified in Exhibit B, at no additional cost to the County or the customer. Applicants for such service shall present to the County, either in person or by mail, at least one (1) week before commencement of the service, medical proof of physical incapacity and assurance that no able-bodied person resides at the residence and that no more than two (2) persons reside at the residence.
- D. **Emergency Response Services.** The Authorized Collector shall provide emergency response services as directed by the County Administrator, which shall be performed immediately by the Authorized Collector due to the emergency nature of the service requirement and for which reasonable compensation to the Authorized Collector shall be negotiated with the County after such emergency services have been requested by the County Administrator.
- E. **Disposal Fees.** The Authorized Collector shall not be required to pay any disposal fees for solid waste, yard trash, or special waste deposited at the Lena Road landfill as a result of a community service program provided in accordance with subsection A of this

section. All other community service programs described in this section shall require the payment of solid waste disposal fees.

## **2.12 Disposal**

The Authorized Collector shall transport and deliver all solid waste, yard trash, and used tires collected under this Agreement to the County's Lena Road landfill or to any other solid waste facility designated by the County Administrator and shall pay the disposal fees in effect at the time of disposal. If the County Administrator designates a solid waste facility other than the Lena Road landfill, such change shall be considered a change in work by the County and shall be handled in accordance with section 12.3 of this Agreement.

The Authorized Collector shall transport and deliver all recyclable materials to any location selected by the Authorized Collector for processing, so long as such transportation and processing comply with all applicable federal, state and local environmental laws, ordinances, codes, rules and regulations. Recyclable materials in any form shall not be transported or delivered to any County owned or operated solid waste disposal facility.

## **2.13 Provision of Refuse Bins and Recycling Containers**

The Authorized Collector shall provide refuse bins to all commercial collection service customers requesting refuse bins. The type, number and location of such refuse bins shall be subject to mutual agreement between the customer and the Authorized Collector.

The Authorized Collector shall be responsible for the care and maintenance of refuse bins supplied and shall hold the County harmless for any liabilities arising out of the use thereof.

For privately owned refuse bins, the Authorized Collector shall hold the County harmless for any damages to the refuse bins or liabilities associated therewith arising out of the use of such refuse bins.

Standard recycling bins will be provided by the County. Larger recycling containers such as ninety (90) gallon toters and roll-off rhinos will be provided by the Authorized Collector at the sole cost and expense of the Authorized Collector. Commercial front-end and roll-off containers will be provided by the Authorized Collector.

The Authorized Collector will be responsible for storage and delivery of the refuse bins, recycling bins, and other containers to customers. The Authorized Collector shall deliver new or replacement bins and containers to customers within three (3) working days of receiving a request for such bins or containers.

## **2.14 Promotion of Recycling**

During the term of this Agreement and any renewal of this Agreement, the Authorized Collector shall pay to the County the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) annually for the purpose of funding programs that promote recycling. Such payment shall be made by the Authorized Collector in one (1) lump sum on or before October 1 of each year.

## **2.15 No Free Services**

The Authorized Collector shall not provide any free services to any customer for collection, transportation or disposal of solid waste, recyclable materials, or yard trash; provided, however, the Authorized Collector shall furnish refuse bins and recycling containers as specified in section 2.13 of this Agreement

and shall provide services for the community service programs described in section 2.11 of this Agreement at no cost to the County or the customers.

## **2.16 Restrictions on Collection of Solid Waste**

The Authorized Collector shall not:

- A. Collect any solid waste or yard trash not in proper refuse bins or containers or bundled, except as otherwise provided in this Agreement.
- B. Collect solid waste or yard trash in any refuse bins or containers which are blocked by obstacles or other interference or which are not properly placed in accordance with Chapter 2-16, Manatee County Code of Ordinances, as amended; provided, however, the Authorized Collector shall make a reasonable effort to notify the customer of any such obstacle or other interference and provide the customer with the opportunity to remove same.
- C. Allow its employees to expose themselves to any risks or dangers, including the danger of being bitten by dogs, in order to perform their duties.
- D. Permit any of its employees to scavenge.
- E. Collect any hazardous waste.
- F. Collect any mixed or commingled loads of solid waste and yard trash.
- G. Collect any used tires mixed or commingled with loads of solid waste.

## **2.17 Reports**

The Authorized Collector shall prepare and submit to the County the reports set forth in Exhibit G, attached hereto and made a part hereof. The monthly reports shall be submitted no later than fifteen (15) working days after the end of the month, and the annual reports shall be submitted no later than ninety (90) calendar days after the end of the County's fiscal year. For purposes of this Agreement, the County's fiscal year is October 1 through September 30.

## **2.18 Annual Audit**

The Authorized Collector, at the Authorized Collector's sole cost and expense, shall obtain the services of a certified public accountant to perform an annual financial audit of the Authorized Collector's records, financial statements, and other documents relating to the services provided under this Agreement as required by Chapter 2-16, Manatee County Code of Ordinances, as amended. The audit shall be performed in accordance with generally accepted accounting principles and shall be submitted to the County within ninety (90) calendar days after the end of the Authorized Collector's fiscal year. For the purpose of this section, the Authorized Collector's fiscal year is January 1 through December 31.

# **ARTICLE 3 – COUNTY RESPONSIBILITIES**

## **3.1 Payment to Authorized Collector**

- A. Rates



The County agrees to pay and the Authorized Collector agrees to accept as full compensation for the provision of residential and commercial collection services performed under this Agreement payment based upon the rates specified in Exhibits B and D.

The rates set forth in Exhibit B shall apply for the provision of solid waste, recyclable materials, and yard trash collection services to all residences, multifamily developments, and commercial customers, except those granted individual exemptions in accordance with Chapter 2-16, Manatee County Code of Ordinances, as amended.

**B. Payment**

1. For provision of residential collection service to all residences, except those granted individual exemptions, the County, within twenty (20) working days after the end of each calendar month, shall make a monthly payment to the Authorized Collector based upon the monthly account billing and adjustment report used by the County for the Collection Service Area, plus or minus billing adjustments determined by reconciliation of previous months, less adjustments due to property damage or container damage as provided by section 5.5 of this Agreement, and less liquidated damages as provided by Article 11 of this Agreement. Disposal fees for the solid waste facility and the twelve percent (12%) franchise fee, both as listed in Exhibit B, will be deducted from the amount calculated. The number of residences shall be determined by the County.

The County Administrator shall notify the Authorized Collector in writing of any individual exemptions granted. Upon such notice, the Authorized Collector shall not provide collection service to the residences granted the individual exemptions.

The County Administrator shall notify the Authorized Collector in writing of all new residences and/or any revocation of individual exemptions. Upon such notice, the Authorized Collector shall provide residential collection service to such residences.

2. For provision of commercial collection service, the County Administrator shall submit to the Authorized Collector, at the end of each calendar month, a monthly account billing and adjustment report of all commercial customers to whom the Authorized Collector is providing commercial collection service. The monthly account billing and adjustment report shall include the customer account number, the rate code, and the amount billed.

The information for the monthly account billing and adjustment report shall be developed from the County's existing records. Additions and deletions for service shall be submitted by the County Administrator to the Authorized Collector on a daily basis. Each month the Authorized Collector shall receive a listing of all commercial accounts billed and monthly payment based on the previous month's list. The Authorized Collector shall verify the list monthly and meet with the County Administrator or the County Administrator's representative to reconcile differences within ten (10) working days of receipt of the monthly list.

Within twenty (20) working days after the end of each calendar month or within twenty (20) working days after receipt of the monthly account billing and adjustment report for the month due, whichever date is later, the County shall make a payment to the Authorized Collector based upon the total charges listed, plus or minus billing adjustments determined by reconciliation of previous months, less adjustments due to property damage or container damage as provided by section 5.5 of this Agreement, and less liquidated damages as provided by Article 11 of this Agreement. Disposal fees for the solid waste facility and the twelve percent (12%) franchise fee will be deducted from the amount calculated.

3. On a daily basis, the Authorized Collector will submit to the County a list of accounts, cubic yard volume, amounts to be billed for bulk commercial service, and amounts to be billed for roll-off service including disposal fees.

Within twenty (20) working days after the end of each calendar month, the County shall make a payment to the Authorized Collector based upon the total charges listed, plus or minus billing adjustments determined by reconciliation of previous months, less adjustments due to property damage or container damage as provided by section 5.5 of this Agreement, and less liquidated damages as provided by Article 11 of this Agreement. Disposal fees for the solid waste facility and the twelve percent (12%) franchise fee will be deducted from the amount calculated.

4. On a daily basis, the Authorized Collector will submit to the County a list of accounts and amounts to be billed for extraordinary collection or special waste collection of white goods, e-scrap and used tires.

Within twenty (20) working days after the end of each calendar month, the County shall make a payment to the Authorized Collector based upon the total charges listed, plus or minus billing adjustments determined by reconciliation of previous months, less adjustments due to property damage or container damage as provided by section 5.5 of this Agreement, and less liquidated damages as provided by Article 11 of this Agreement. Disposal fees for the solid waste facility and the twelve percent (12%) franchise fee will be deducted from the amount calculated.

#### C. Rate Adjustments

1. The rates listed in Exhibits B and D consist of a service fee, the disposal fee based upon the County's disposal fee (if applicable), and a twelve percent (12%) franchise fee.
2. Annual Service Fee Adjustment. The service fee component of the rates listed in Exhibits B and D shall be adjusted on October 1, 2009, and October 1 of each subsequent year during the term of this Agreement and any renewal of this Agreement. The service fee shall be adjusted based on a combined index consisting of ninety percent (90%) of the percentage change in the previous year's Consumer Price Index (CPI) plus ten percent (10%) of the percentage change in the previous year's Fuel Index, as described below.

Current Service Fee x (90% x CPI change + 10% x Fuel Index change) = Change in subsequent year's Service Fee.

The CPI change shall be the percentage change in the average CPI for All Urban Consumers (not seasonally adjusted, South urban, all items) published by the United States Department of Labor Bureau of Labor Statistics, for the twelve (12) month period ending the most recent July 31 as compared to the twelve (12) month average of the preceding year ending July 31.

The Fuel Index change shall be the percentage change in the average fuel prices published by the United States Department of Energy, Energy Information Administration, for Lower Atlantic PADD 1C (No. 2 Diesel Low Sulfur Commercial Prices by All Sellers) for the twelve (12) month period ending the most recent July 31 as compared to the twelve (12) month average of the preceding year ending July 31.

The total rate increase in a given year shall be capped at six percent (6%). An example of a calculation of service fee adjustment is set forth in Exhibit H, attached hereto and made a part hereof.

If either index is discontinued or substantially altered, the County may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

3. Disposal Fee Adjustment. The County's Disposal Fee effective at the execution of this Agreement is Thirty-Six and 00/100 Dollars (\$36.00) per ton. (One (1) ton equals 2,000 pounds.) Should the County change the disposal fee, the disposal fee component of the rates listed in Exhibits B and D or the then current rates shall be adjusted based on the County's new disposal fee. An example of a calculation of a disposal fee adjustment is set forth in Exhibit H.
4. Franchise Fee Adjustment. The franchise fee component of the rates listed in Exhibits B and D shall be adjusted whenever adjustments are made to the service fee or the disposal fee components, such that the franchise fee shall remain at twelve percent (12%) of the total rate.
5. Adjustment by Petition. The Authorized Collector may petition the County to adjust the rates listed in Exhibits B, C and D based upon unusual and unanticipated increases in the cost of conducting business, including, but not limited to, changes in laws or regulations. Any such petition shall be supported by documentation establishing the increase in operating costs and the reasons therefor. The County shall be entitled to review and audit the Authorized Collector's financial and operational records to verify the increase in costs and the reasons therefor. The County may consider the petition of the Authorized Collector, but shall not be obligated to grant the petition or to approve any rate adjustment requested under this paragraph.

### **3.2 Accounts**

The County will be responsible for providing billing services for all accounts and for taking all service

related calls, including complaints, from customers. An account for residential or commercial collection service shall be established by a customer contacting the County. The County will prepare and issue a work order to initiate service with a copy to the Authorized Collector.

Commercial collection service shall not be commenced and the County shall not be responsible for payment before the work order is issued. Questions regarding commercial levels of service will be referred to the Authorized Collector, who, together with the County, will determine the level of service.

For bulk or roll-off collection service, a customer shall contact the County and establish an account. The County will prepare and issue a work order to initiate service with a copy to the Authorized Collector.

**3.3 List of Residences**

The County shall use its best efforts to maintain and keep current a list of all residences used as the basis of making payments to the Authorized Collector for the provision of residential collection service, except those granted individual exemptions.

The Authorized Collector may inspect the records of the County on any regularly scheduled work day between the hours of 9:00 a.m. and 5:00 p.m.

**3.4 Notification**

The County Administrator shall promptly notify the Authorized Collector in writing of any individual exemptions granted by the County. The County Administrator shall promptly notify the Authorized Collector in writing of any determinations with respect to the status of multifamily developments as either residential or commercial improved real property.

**3.5 Disposal Location**

The County shall provide a solid waste facility for the disposal of all solid waste collected by the Authorized Collector under this Agreement.

**3.6 Audit by County**

The County, at its own expense and in its discretion, shall have the right to conduct an audit of the Authorized Collector's records, financial statements, and other documents relating to the services provided under this Agreement.

**3.7 Approvals**

The County shall promptly render all decisions with respect to any approvals required under Chapter 2-16, Manatee County Code of Ordinances, as amended.

**ARTICLE 4 – INDEPENDENT CONTRACTOR RELATIONSHIP**

It is expressly agreed and understood that the relationship of the Authorized Collector to the County in all respects shall be that of an independent contractor. Nothing contained in this Agreement shall be construed as vesting or delegating to the Authorized Collector or any of the officers, employees, personnel, agents, contractors, or subcontractors of the Authorized Collector any rights, interest or status as an employee or agent of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Authorized Collector in

connection with this Agreement or for debts or claims accruing to such parties. The Authorized Collector shall promptly pay and discharge such debts or claims, or promptly take such action as may be necessary and reasonable to settle such debts or claims.

The relationship between the parties shall be limited to performance of this Agreement solely in accordance with its terms. No party shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party and nothing in this Agreement shall be deemed to constitute either party to be a partner, agent, or legal representative of the other party or to create any fiduciary relationship. The Authorized Collector's status shall be that of an independent contractor.

## ARTICLE 5 – QUALITY OF SERVICE

### **5.1 Equipment and Personnel**

The Authorized Collector, at the Authorized Collector's sole cost and expense, shall perform all the work and furnish all labor, materials, equipment, vehicles, buildings, and other facilities as may be necessary and proper for performing and completing the work under this Agreement.

All collection vehicles and equipment operated by the Authorized Collector shall comply with the vehicle standards and identification requirements set forth in Chapter 2-16, Manatee County Code of Ordinances, as amended.

All employees of the Authorized Collector shall display identification showing them as employees of the Authorized Collector.

### **5.2 Key Personnel**

Regional Vice President Keith Banasiak is hereby identified as the Authorized Collector's key personnel and is hereby assigned as the Authorized Collector's manager for purposes of this Agreement. The Authorized Collector shall not remove or replace such key personnel until alternate personnel acceptable to the County has been approved in writing by the County Administrator; provided, however, that the Authorized Collector may remove such key personnel for cause after providing written notice to the County describing the nature of the cause. In the event of removal of such key personnel for cause, alternate or replacement personnel acceptable to the County in its reasonable discretion must be approved in writing by the County Administrator.

For the purpose of this section, the term "for cause" means legal cause, which includes, but is not limited to, embezzlement of funds or theft of property. Corporate reorganization or reassignment of employees shall not constitute cause for removal of such key personnel by the Authorized Collector under this Agreement.

### **5.3 Quality of Work**

The work shall be performed in accordance with the intent and meaning of this Agreement. Unless otherwise expressly provided, the work must be performed in accordance with best modern practices and workmanship of the highest quality, all as determined in the sole discretion and entirely to the satisfaction of the County.

Unless otherwise expressly provided, the Authorized Collector may choose the means and methods of collection, subject, however to the approval of the County. Only adequate and safe procedures, methods,

and equipment shall be used. The Authorized Collector shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Authorized Collector to perform the contractual duties of this Agreement. The County's approval or failure to exercise its right thereof shall neither relieve the Authorized Collector of its obligations to accomplish the result intended by this Agreement nor create a cause of action for damages against the County.

The Authorized Collector shall make collections with a minimum of noise and disturbance to residents. The Authorized Collector shall handle bins and containers carefully, thoroughly emptying and returning empty bins and containers to the location where they are found.

#### **5.4 "Pick It All Up" Policy**

The Authorized Collector shall collect all solid waste, recyclable materials and yard trash which is set out at the curb or collection site on the scheduled collection day and is bagged, bundled or secured to facilitate handling in accordance with Chapter 2-16, Manatee County Code of Ordinances.

The Authorized Collector shall be responsible for picking up and/or removing any spillage or litter resulting from the performance of the collection services by the Authorized Collector. This work shall be done in a sanitary manner.

#### **5.5 Preservation of Property**

The Authorized Collector shall preserve from damage all property along the collection route, or in the vicinity of or in any way affected by the performance of the collection services. This applies but is not limited to the public utilities, trees, lawn areas, building monuments or markers, fences, pipes, underground structures, and public streets (except natural wear and tear of streets resulting from legitimate use thereof by the Authorized Collector). Wherever any property is damaged due to the activities of the Authorized Collector, such property shall be immediately restored to its original condition by the Authorized Collector at the sole cost and expense of the Authorized Collector.

If the Authorized Collector fails to restore any damaged property or fails to make good any damage or injury, the County, upon forty-eight (48) hours written notice to the Authorized Collector, may proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof shall be deducted from the monthly payment due the Authorized Collector under section 3.1 of this Agreement.

If the Authorized Collector damages a container so as to render the container useless to store solid waste, the Authorized Collector shall provide a new container to replace the damaged container. If the container is not replaced within forty-eight (48) hours of receipt of complaint, the County may provide the container, and the cost of such container shall be deducted from the monthly payment due the Authorized Collector under section 3.1 of this Agreement.

#### **5.6 Complaints**

If the Authorized Collector receives any complaints from the County, customers, or other persons on the quality of service, use of equipment, method of collection, damage to property or containers, or other matters, the Authorized Collector shall respond to the matter within twenty-four (24) hours of receipt and shall resolve the matter within seventy-two (72) hours of receipt. In the event of missed scheduled service, the Authorized Collector shall respond to the complaint before the end of the same day. The Authorized Collector shall fully cooperate with the County in addressing such complaints. The Authorized Collector shall maintain a current file listing all complaints received and the Authorized

Collector's response or action taken with respect thereto. The County shall have the right to require reports and perform audits of these records from time to time.

**5.7 Operating Facility**

The Authorized Collector shall maintain an operating facility within the County with regular business hours, five (5) days per week, Monday through Friday, except holidays. The operating facility shall consist of an office and a vehicle depot. The Authorized Collector shall have adequate personnel and facilities in said office to receive and respond to complaints and questions made or raised by the County and customers of the Authorized Collector. Twenty-four (24) hours per day, seven (7) days per week telephone contact with the Authorized Collector is required.

**5.8 Records**

The Authorized Collector shall make all books, files, financial statements, records, and other documents in connection with its operations under this Agreement available and open for inspection at reasonable times upon reasonable notice. The County, at its own expense, shall have the right to review and perform audits of the Authorized Collector's records.

**5.9 Suitable Refuse Bins and Containers**

Any privately owned refuse bin or container which is in disrepair due to the lack of a well-fitting cover or the presence of holes, cracks or tears in the bottom or sides may be condemned and so marked by Authorized Collector using stickers supplied by the County. Any refuse bin or container so marked may be picked up and removed by the Authorized Collector after two (2) weeks following the marking of the refuse bin or container if it has not been replaced or repaired by the owner.

The Authorized Collector shall provide written notice to the County on a daily basis regarding refuse bins and containers marked as condemned and their removal.

**ARTICLE 6 – TERM**

**6.1 Initial Term**

The initial term of this Agreement shall be for a period of eight (8) years, with work commencing October 1, 2008, and terminating at the end of September 30, 2016, unless terminated, forfeited, or annulled for default or violation at an earlier date. For purposes of this Agreement, the effective date of this Agreement shall be October 1, 2008. Failure of the Authorized Collector to commence work on the effective date will result in forfeiture of the performance and payment bonds.

**6.2 Renewal of Agreement**

At the option of the County and with the concurrence of the Authorized Collector, this Agreement may be renewed for up to one (1) additional term not to exceed seven (7) years following a full public hearing in accordance with Chapter 85-457, Laws of Florida, and Chapter 2-16, Manatee County Code of Ordinances, as amended. Any renewal shall be on such terms and conditions as may be mutually agreed to by the parties, provided that the service or work in any such renewal shall not exceed the scope of the original request for proposals (RFP#07-0470-RC).

**ARTICLE 7 – BOND**

The Authorized Collector will execute performance and payment bonds in the amount of Ten Million and 00/100 Dollars (\$10,000,000.00) required by the County as security for the faithful performance and payment of all the obligations of the Authorized Collector under this Agreement. The bonds shall be written in the amounts and forms and with such sureties as are acceptable to the County and shall be subject to the conditions set forth in Chapter 85-457, Laws of Florida. Prior to execution of this Agreement, the Authorized Collector shall furnish the executed bonds to the County.

#### **ARTICLE 8 – INDEMNIFICATION**

The Authorized Collector shall at all times defend, indemnify, protect, save harmless, and exempt the County, its officers, agents, servants, employees, representatives, contractors, and subcontractors, from and against any and all penalties, damages, or other charges, claims, suits, demands, actions, causes of action, awards of damages whether compensatory or punitive, injuries, liabilities, losses, or expenses, including attorneys fees and costs, at law or in equity, which might be claimed now or in the future, including any payments required by worker's compensation laws or any amounts for infringement of patent, trademark or copyright, which may arise out of or be caused by the operation of the business, or the construction, erection, location, products, performance, operation, maintenance, repair, installation, replacement or removal of any site, building, equipment, vehicle, bin or container within the Authorized Collector's solid waste collection system, or the collection, transportation, processing, sorting or disposal of solid waste, recyclable materials, special waste, construction and demolition debris, or other waste materials, or the performance of operations under this Agreement, and which is caused by a negligent or intentional act or omission of the Authorized Collector, its officers, agents, servants, employees, representatives, contractors, or subcontractors, and which is not caused solely by a negligent or intentional act or omission of the County.

#### **ARTICLE 9 – INSURANCE**

The Authorized Collector will purchase and maintain such insurance coverage as will protect it and the County from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of its employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom – any or all of which may arise out of or result from the Authorized Collector's operations under this Agreement, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the Authorized Collector will file with the County certificates of such insurance, acceptable to the County. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the County.

The Authorized Collector shall obtain and maintain the following types and amounts of insurance coverages:

A. General

Before starting and until completion of the term of this Agreement, the Authorized Collector shall procure and maintain insurance of the types and to the limits specified in paragraphs 1 through 3, inclusive, below.



The Authorized Collector shall require each of its subcontractors to procure and maintain, until the completion of that subcontractor's work, insurance of the types and to the limits specified in paragraphs 1 through 3, inclusive, below. It shall be the responsibility of the Authorized Collector to ensure that all its subcontractors comply with all the insurance requirements contained herein relating to such subcontractors.

B. Coverage

The amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation. Coverage shall apply to all employees for statutory limits in compliance with applicable state and federal laws. In addition, the policy must include the following:
  - a. Employer's Liability with a limit of \$100,000.00 each accident.
  - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authorized Collector and the County with thirty (30) days written notice of cancellation and/or restriction.
2. Comprehensive General Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
  - a. Minimum limits of \$1,000,000.00 per occurrence and \$5,000,000.00 aggregate combined single limit for Bodily Injury Liability and Property Damage Liability.
  - b. Premises and/or Operations.
  - c. Independent Contractors.
  - d. Products and/or Completed Operations.
  - e. XCU Coverages.
  - f. Broad Form Property Damage including Completed Operations.
  - g. Contractual Coverage applicable to this specific Agreement including any hold harmless and/or indemnification agreement.
  - h. Additional Insured. The County is to be specifically named as an additional insured.
  - i. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authorized Collector and the County with thirty (30) days written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability. Coverage must be afforded on a form no

more restrictive than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. Minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
  - b. Owned Vehicles.
  - c. Hired and Non-Owned Vehicles.
  - d. Employee Non-Ownership.
  - e. Additional Insured. The County is to be specifically named as an additional insured.
  - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authorized Collector and the County with thirty (30) days written notice of cancellation and/or restriction.
4. Certificates of Insurance and Copies of Policies. Certificates of Insurance in triplicate evidencing the insurance coverages specified in paragraphs 1 through 3, inclusive, above, required by this paragraph 4 shall be filed with the County before operations are begun. The required Certificates of Insurance shall include the numbers and types of policies provided and shall refer to the insurance requirements of this Agreement.

If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished no later than thirty (30) days prior to the date of expiration.

The following cancellation clause must appear on the Certificates of Insurance:

Cancellation – Should any of the above described policies be canceled before the stated expiration date thereof, insurer will not cancel same until at least thirty (30) days prior written notice (by certified mail) has been given to the below named certificate holder. This prior notice provision is a part of the above described policies.

Job Location – All unincorporated areas of Manatee County.

## **ARTICLE 10 – COMPLIANCE WITH LAWS**

### **10.1 Discrimination Prohibited**

Throughout the term of this Agreement and any renewal of this Agreement, the Authorized Collector will not, on the grounds of race, color, national origin, religion, gender, age, disability or marital status, discriminate in any form or manner against said Authorized Collector's employees or applicants for employment, or retaliate against same, in violation of the Civil Rights Act of 1964, the Equal Opportunity Act of 1972, the Americans With Disabilities Act, the Age Discrimination in Employment Act, Section 448.102, Florida Statutes, or the Florida Civil Rights Act. The Authorized Collector will comply with these and all other applicable federal, state and local laws, Executive Orders, and regulations prohibiting

discrimination. The Authorized Collector understands and agrees that this Agreement is conditioned upon the Authorized Collector's compliance with all anti-discrimination laws.

**10.2 Wage Laws**

The Authorized Collector shall comply with all applicable state and federal laws, rules and regulations relating to the payment of wages for hours worked by its employees. By accepting this Agreement, the Authorized Collector agrees to pay all employees not less than the higher of the federal minimum wage or the Florida minimum wage and to abide by all other requirements established by the Fair Labor Standards Act and the Florida wage law, as amended.

**10.3 Compliance With Laws and Ordinances**

The Authorized Collector shall comply with all applicable local, state and federal laws, ordinances, codes, rules, regulations, orders and decrees, including, but not limited to, those relating to hazardous substances and hazardous wastes. The Authorized Collector shall comply with all applicable provisions of Chapter 85-457, Laws of Florida, Chapter 2-16, Manatee County Code of Ordinances, and the Manatee County Land Development Code, as amended. The Authorized Collector shall indemnify and save harmless the County, its officers, agents, servants, employees, representatives, contractors, and subcontractors, from and against any claim, liability, or damages arising from or based on the violation of any such laws, ordinances, codes, rules, regulations, orders or decrees, whether by the Authorized Collector, its employees, contractors, or subcontractors, or which may arise out of or resulting from operations under this Agreement by the Authorized Collector. This subsection shall apply not only during the term of this Agreement, but also to any claim, liability, or damages based on the Authorized Collector's conduct during the term of this Agreement.

**ARTICLE 11 – LIQUIDATED DAMAGES**

Quality customer service is of the utmost importance to the County. To that end, the Authorized Collector shall cure all failures to provide service in accordance with and within the time limits set forth in this Agreement. If the Authorized Collector fails to remedy such failures, provided such failure is not caused by action or inaction of the County, the County, without waving any other remedies it may have under this Agreement, at law or in equity, shall be authorized to claim against the payment and performance bonds of the Authorized Collector as provided in Article 7 of this Agreement, or to deduct from any sum otherwise payable to the Authorized Collector the following amounts, not as a penalty but as liquidated damages for breach of contract. Any dispute regarding the imposition of liquidated damages shall be resolved through the dispute resolution process specified in section 12.4 of this Agreement. The County will not assess liquidated damages against the Authorized Collector until after December 1, 2008.

- A. Failure to collect properly prepared solid waste, yard trash, recyclable materials, or special waste within twenty-four (24) hours of notification of a missed pickup.
  - \$100.00 per incident
  - \$250.00 for each additional 24 hours of failure to collect
  - \$250.00 per incident if 3 or more repeat misses per month
  - \$500.00 per incident if 5 or more repeat misses per month
  
- B. Failure to complete a day route on the regular scheduled pickup day (except when such completion is made impossible by weather or other conditions). A route shall be deemed
  - \$1,000.00 per route for first incident
  - \$2,000.00 per route for each additional incident in any 30-calendar-day period
  - termination of Agreement after third incident in

- incomplete if five percent (5%) or more of residential customers do not receive service on the regularly scheduled pickup day. any 30-calendar-day period
- C. Failure to clean spillage (oil, hydraulic fluid, garbage, trash, recyclables, etc.) in roadways or on any public or private property within twelve (12) hours of notice of such spillage. \$100.00 per incident  
\$200.00 for second incident  
\$500.00 for third and each subsequent incident in any 90-calendar-day period
- D. Failure to deliver any solid waste or yard trash to the County designated facilities. current disposal fee plus twenty-five percent (25%) per ton disposed at non-designated facility
- E. Mixing solid waste, yard trash, recyclable materials, or special waste intended to be collected separately during collection. \$1,000.00 per incident
- F. Collection of residential material before 6:00 a.m. or after 6:00 p.m., or collection of commercial material before 5:00 a.m. or after 7:00 p.m. (except for collection of missed customers or when conditions make collection at the scheduled times impossible). \$100.00 per incident  
\$200.00 per incident for every incident over 5 in any 30-calendar-day period
- G. Failure to submit reports or documentation (e.g., route sheets) to the County in accordance with this Agreement. \$100.00 per day for each day such report or documentation is late
- H. Failure to correct chronic equipment problems. Chronic shall mean three (3) instances of the same or similar problem with the same equipment or trucks within a twelve (12) month period. \$250.00 per incident
- I. Failure to repair damage to customer property upon written notice from the County and determination of the Authorized Collector's liability. \$250.00 per day the incident remained unresolved after 7 days or other time agreed upon by County
- J. Failure to notify the County of customer complaint calls sent directly to the Authorized Collector. \$50.00 per incident per day
- K. Failure to comply with any other provisions of this Agreement. \$100.00 per incident

## **ARTICLE 12 – MISCELLANEOUS PROVISIONS**

### **12.1 Transfer or Assignment**

This Agreement shall not be assigned or transferred to another person or entity by the Authorized

Collector, or, if a corporation, controlling interest in the corporation shall not be sold or transferred, without the consent of the County, which consent, if given, shall be evidenced by a resolution of the Board of County Commissioners.

## **12.2 Subcontractors**

The Authorized Collector represents that it has in-house capability to provide all the services required by this Agreement. However, should the Authorized Collector find it necessary to utilize the services of subcontractors, the Authorized Collector shall first obtain the written approval of the County. The Authorized Collector shall require each subcontractor to comply with the applicable provisions of this Agreement. The utilization of any subcontractor by the Authorized Collector shall not relieve the Authorized Collector from any liability or responsibility to the County under the provisions of this Agreement and shall not obligate the County to the payment of any compensation to the subcontractor or additional compensation to the Authorized Collector.

## **12.3 Changes by County**

The County, in its sole discretion, during the term of this Agreement and any renewal of this Agreement, may increase or decrease the level of service, add or delete required services, or otherwise change the work required to be performed by the Authorized Collector, provided that such service or work does not exceed the scope of the original request for proposals (RFP#07-0470-RC). Under such conditions, the parties shall negotiate the changes in the applicable rates resulting from such change in service. Such changes shall be incorporated by written amendment to this Agreement.

## **12.4 Dispute Resolution**

Disputes shall be resolved through good faith negotiations by the authorized representatives identified in this Agreement after written notice. If a dispute is not resolved by the authorized representatives after seven (7) days, the Authorized Collector shall, at or after the end of the seven (7) day period, submit its claim with the basis for the dispute in writing to the County's Purchasing Director for a determination and handling in accordance with the provisions of the Manatee County Purchasing Code, as amended. Any dispute resolution agreed to by the County's authorized representative or the County's Purchasing Director which constitutes a material change in this Agreement will not be final until approved by the County Administrator or the Board of County Commissioners, as appropriate. If the dispute involves a payment due, the County, as promptly as reasonably possible after resolution of such dispute, shall forward payment to the Authorized Collector of any amount determined to be due and owing. Any dispute not resolved in accordance with this section may be appealed to the Board of County Commissioners whose decision shall be final.

In the event the County has not terminated this Agreement for default and there remains a dispute between the Authorized Collector and the County, the Authorized Collector agrees to continue to operate and perform under the terms of this Agreement while said dispute is pending, and further agrees, in the event a suit is filed for injunction or other relief, to continue to operate and perform under this Agreement until the final adjudication of such suit by the court.

## **12.5 Default**

- A. Events of Default. The following events shall constitute events of default for purposes of this Agreement:
  - 1. The failure of either party to pay any sum of money to the other party when due

and payable under the terms of this Agreement if such failure is not cured within ten (10) calendar days after the non-defaulting party gives written notice thereof to the defaulting party.

2. Except as otherwise provided in section 12.6 of this Agreement, the failure of either party to perform, keep or fulfill any of the other covenants, undertakings or obligations of this Agreement, if (i) such failure, in the reasonable opinion of the non-defaulting party, has or could have a material adverse effect on the collection of solid waste, recyclable materials, and yard trash within the Collection Service Area or the rights or duties of the non-defaulting party hereunder, and (ii) such failure or breach is not cured within sixty (60) days after the non-defaulting party gives written notice to the defaulting party; provided, however, that if such failure or breach is not capable of cure within such sixty (60) day period and the defaulting party commences to cure such default during such period and thereafter prosecutes such cure to completion with all due diligence, then no event of default shall exist unless such default remains uncured one hundred twenty (120) days after such written notice was given.
3. The filing by the Authorized Collector of a voluntary petition in bankruptcy under Title 11 of the United States Code or any petition or answer in any other legal proceeding wherein the Authorized Collector seeks or acquiesces in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state law relating to bankruptcy, insolvency, or other relief for debtors.
4. The entry of any judicial order, judgment or decree approving an involuntary petition filed against the Authorized Collector of a type described in paragraph 3 of this subsection if such order, judgment or decree remains unvacated for an aggregate period of sixty (60) days (whether or not consecutive) after the date of entry thereof.

- B. Procedure. Except as otherwise provided in section 12.6 of this Agreement, should the Authorized Collector abandon or delay unnecessarily the performance of, or in any manner refuse or fail to comply with any of the terms of this Agreement, or neglect or refuse to comply with the instructions of the County relative thereto, the County Administrator shall notify the Authorized Collector in writing of such abandonment, delay, refusal, failure or neglect and shall direct the Authorized Collector to comply with all provisions of this Agreement. Copies of such written notice shall be mailed to the surety that issued the performance and payment bonds and shall be presented to the Board of County Commissioners for action. The Board of County Commissioners shall hear the matter at a public meeting within fourteen (14) days after receipt of such written notice from the County Administrator and shall make a determination within seven (7) days after the conclusion of such public hearing whether or not the action in question is a breach of the terms of this Agreement. The Authorized Collector agrees to be present at such hearing and show cause why it has abandoned, delayed, refused, failed or neglected to comply with the terms of this Agreement.

Should the Authorized Collector fail to appear or fail to show cause why it has abandoned, delayed, refused, failed or neglected to comply with the terms of this Agreement satisfactory to the Board of County Commissioners, the Board may declare a default of this Agreement and shall notify the Authorized Collector and the surety that

issued the performance and payment bonds of such declaration of default, and the Board of County Commissioners may take such other action as it deems advisable.

Upon receipt of such declaration of default under this subsection, the Authorized Collector agrees that it will discontinue the work upon request of the County. If the Authorized Collector discontinues the work, the County, at no cost or expense to the County and no compensation to the Authorized Collector, may enter into agreements with other contractors for the performance of the work and services required by this Agreement. Such declaration of default shall not relieve the Authorized Collector or the surety of the liability for failure to perform this Agreement. The Authorized Collector's surety or security will not be released until the term of this Agreement and any renewal of this Agreement in effect at the time of default would otherwise have expired.

In the sole discretion of the Board of County Commissioners, any hearing on noncompliance with the terms of this Agreement by the Authorized Collector may be referred to a hearing officer who shall have the authority to make a recommendation to the Board.

Nothing contained in this section shall prohibit forfeiture of the franchise granted by this Agreement in accordance with Chapter 85-457, Laws of Florida, and section 12.6 of this Agreement.

Notwithstanding any other provision of this Agreement, if the Authorized Collector fails to collect any waste under this Agreement within forty-eight (48) hours after receipt of notice from the County, the County shall be allowed but not required to collect or to arrange for the collection of such waste at the expense of the Authorized Collector.

#### **12.6 Forfeiture**

In the event the Authorized Collector shall violate any of the terms, conditions or provisions of this Agreement, or shall violate any of the rules and regulations promulgated by the Board of County Commissioners pursuant to this Agreement, and shall be in default of this Agreement, after a fifteen (15) day notice shall have been given by the Chairman of the Board to the Authorized Collector to desist from such violations, then the Authorized Collector shall be deemed to have forfeited the franchise granted by this Agreement and such forfeiture shall be declared by a judge of the circuit court in such manner and form as provided by law.

#### **12.7 Force Majeure**

Notwithstanding any provision other than this section, the performance of this Agreement may be suspended and the obligations thereunder may be excused in the event that such performance is prevented by an event beyond the control of the Authorized Collector (force majeure) and the Authorized Collector acts in the following manner:

- A. As a condition precedent, the Authorized Collector shall notify the County in writing within forty-eight (48) hours and affirmatively prove within seven (7) days to the County the occurrence of a force majeure event and the time delay thereby to the performance of the provisions of this Agreement.
- B. Should the County find that a force majeure event has occurred, it shall extend the time for performance accordingly. If the County, exercising reasonable discretion, finds that the force majeure event will prevent or alter performance for such a period of time as to

make performance unreasonable, the County may declare this Agreement terminated.

- C. For purposes of this Agreement, force majeure is defined as compliance with any order of any governmental authority or court, acts of war, rebellion, insurrection, sabotage, terrorism or damage resulting therefrom, fires, floods, explosions, washouts, riots, or other similar events; provided that any force majeure event or its effects must be affirmatively shown to have been beyond the reasonable control of the Authorized Collector.

The parties recognize that this section shall in no way limit the Authorized Collector's duty, as otherwise specified herein, to secure all necessary permits and comply with all applicable laws, regulations, or permit conditions. Any administrative or legal proceedings required to be carried out by the Authorized Collector shall be pursued until all available appeals have been exhausted, unless written instruction to the contrary is received from the County.

Notwithstanding the provisions of this section, the Authorized Collector's obligation to perform the work described in this Agreement shall continue in the event of any strikes, labor disputes, work stoppages, industrial disturbances, disagreements or problems involving the Authorized Collector's employees. In such event, the Authorized Collector will take all reasonable steps to continue full operation. Among such steps which shall be required would be the transfer of personnel from other locations, hiring of additional short-term employees, and contracting with other entities to provide the necessary equipment or personnel required to perform the Authorized Collector's responsibilities under this Agreement.

#### **12.8 Representatives**

The authorized representative of the County for purposes of this Agreement shall be the County Administrator. The authorized representative of the Authorized Collector for purposes of this Agreement shall be the Regional Vice President. Either party may change its authorized representative upon five (5) days written notice to the other party.

#### **12.9 Notice**

All notices required or permitted to be given by either party under this Agreement shall be in writing, addressed to the other party, and delivered by certified mail, return receipt requested, or in person.

Notices to the County shall be addressed as follows:

County Administrator  
1112 Manatee Avenue West, Suite 920  
Bradenton, Florida 34205

with copy to: County Attorney  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

Notices to the Authorized Collector shall be addressed as follows:

Regional Vice President  
Waste Pro of Florida, Inc.  
13110 Rickenbacker Parkway  
Ft. Myers, Florida 33913



with copy to: Secretary  
Waste Pro of Florida, Inc.  
2101 West State Road 434, Suite 315  
Longwood, Florida 32779

#### **12.10 Amendments**

This Agreement may not be modified, amended, extended or renewed orally. This Agreement may be renewed, amended or modified only by a written agreement of equal formality executed by the respective parties. Such renewal, amendment or modification shall be approved by the affirmative vote of a majority of the Board of County Commissioners.

#### **12.11 Solicitation of Agreement**

The Authorized Collector warrants that it has not employed or retained any company or person other than a bonafide employee working solely for the Authorized Collector to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Authorized Collector, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price the amount of such consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **12.12 No Waiver**

The failure by either party to exercise any right provided for in this Agreement shall not be deemed a waiver of any right hereunder. Waiver by either party of a default of any covenant or provision of this Agreement shall not be deemed to constitute a waiver of any preceding or subsequent default of the same or any other covenant or provision.

#### **12.13 Construction of Agreement**

The parties agree that this Agreement, including all exhibits, has been negotiated by the Authorized Collector and the County, and that this Agreement, including exhibits, shall not be deemed to have been prepared by either the Authorized Collector or the County. The parties further agree that they have each participated equally in the drafting and preparation of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation.

#### **12.14 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of litigation under this Agreement, venue shall be in Manatee County, Florida, and no other place, and Florida law shall apply.

#### **12.15 Severability**

If any part, section, subsection, or other portion of this Agreement is declared void, unconstitutional, or invalid for any reason, such part, section, subsection, or other portion, or the application thereof, shall be severable, and the remaining provisions of this Agreement, and all applications thereof, not declared void,

unconstitutional, or invalid shall remain in full force and effect.

**12.16 Entire Agreement**

This Agreement, including all exhibits, constitutes the entire agreement of the parties and supersedes any other prior negotiations or representations. There are no further or other agreements or understandings, written or oral, between the parties relating to the subject matter of this Agreement.

The documents listed below are attached hereto and incorporated herein as part of this Agreement:

<u>Exhibit</u>	<u>Document Title</u>
A	Map of Boundaries
B	Rate Matrix for Collection Service Area
C	Maximum Commercial Recycling Fees
D	Rate Matrix for Special or Extraordinary Service
E	Manatee County Facility Recycling Sites
F	Manatee County Drop-Off Recycling Sites
G	Reports
H	Examples of Calculations of Rate Adjustments

IN WITNESS WHEREOF, the parties hereto have executed this Franchise Agreement, by and through their duly authorized officers, on the respective dates below.

Upon approval of this Agreement, the Authorized Collector agrees to provide the services set forth in this Agreement according to the method of compensation specified herein.

WITNESSES:

[Signature]  
[Signature]  
[Signature]  
[Signature]

WASTE PRO OF FLORIDA, INC.,  
a Florida corporation

By: [Signature]  
Name: John J. Jennings  
Title: Chief Executive Officer  
Date: 4/21/08

Attest: [Signature]  
Name: Robert J. Hyres  
Title: Secretary  
Date: 4/21/08

CORPORATE SEAL

APPROVED by the Board of County Commissioners of Manatee County, Florida, with a quorum present and voting, on the 2<sup>ND</sup> day of APRIL, 2008.

ATTEST: R. B. Shore  
Clerk of the Circuit Court

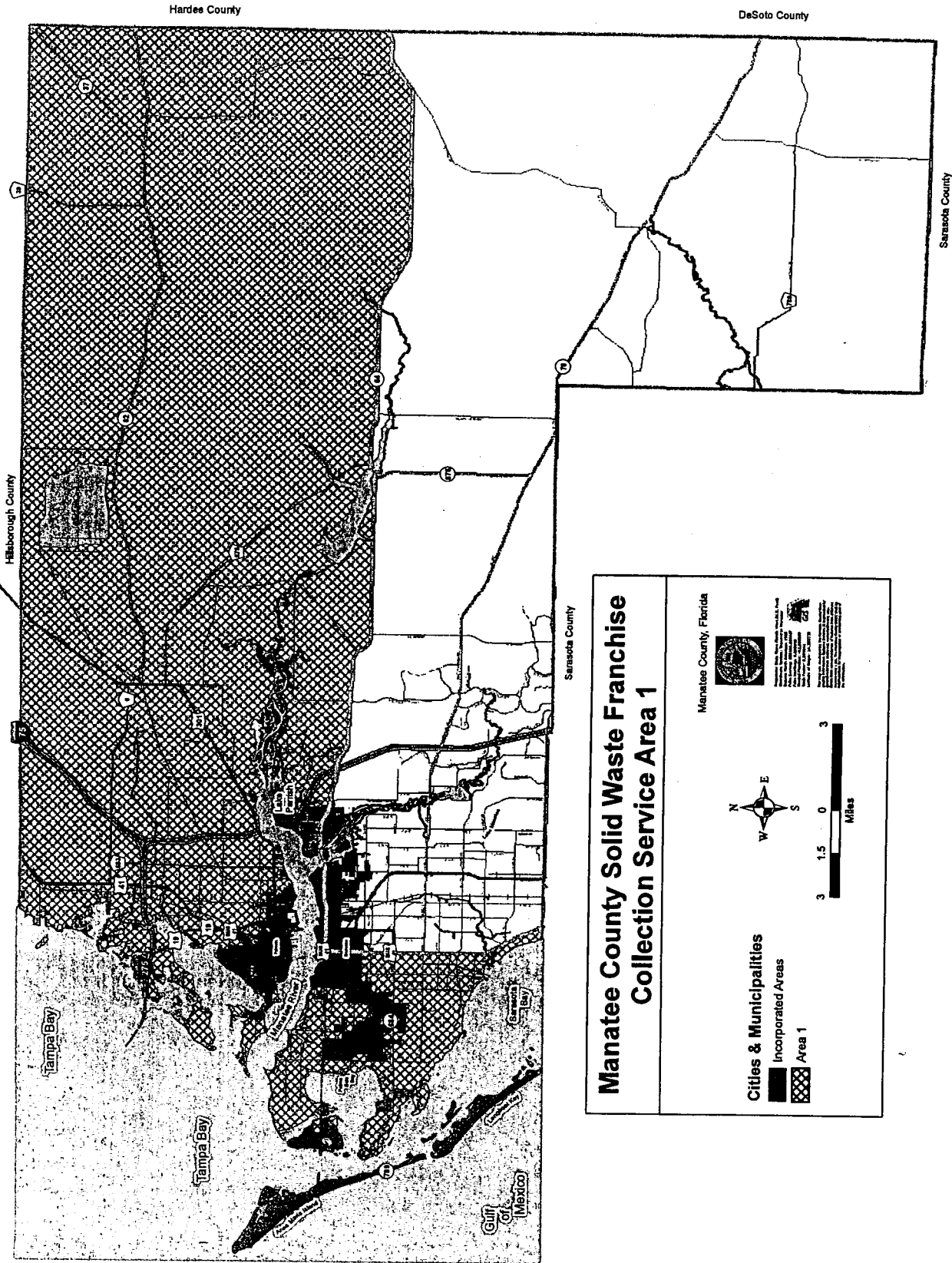
By: [Signature]  
Deputy Clerk

MANATEE COUNTY, FLORIDA,  
a political subdivision of the State of Florida

By: [Signature]  
Chairman, Board of County Commissioners  
Date: 4/22/08



EXHIBIT A



**Manatee County Solid Waste Franchise  
Collection Service Area 1**



- Cities & Municipalities**
- Incorporated Areas
  - ▨ Area 1



**EXHIBIT B**

**MANATEE COUNTY SOLID WASTE FRANCHISE**

**Rate Matrix for Collection Service Area 1  
Effective October 1, 2008 to September 30, 2009**

	(a)	(b)	(c)	(d)	(e)
<b>A. Residential Service - per month</b> (Fee per customer per month)	<b>RATE</b>	<b>Service Fee</b>	<b>Disposal Fee</b>	<b>Franchise Fee</b>	<b>Generation #/month</b>
1. Solid Waste Pickup	\$ 7.36	\$ 3.60	\$ 2.88	\$ 0.88	160
2. Non Curbside Solid Waste Pickup	\$ 28.32	\$ 22.04	\$ 2.88	\$ 3.40	160
3. Yard Trash Pickup	\$ 2.86	\$ 1.62	\$ 0.90	\$ 0.34	50
4. Recycling Pickup (curbside & multi-family/unit)	\$ 3.06	\$ 2.69	n/a	\$ 0.37	n/a

<b>B. Commercial Can Service - per can per pickup</b> (Fee multiplied by number of cans and by number of pickups/month)	<b>RATE</b>	<b>Service Fee</b>	<b>Disposal Fee</b>	<b>Franchise Fee</b>	<b>Generation #/can</b>
32 Gallon Can	\$ 4.49	\$ 3.50	\$ 0.45	\$ 0.54	25

<b>C. Multi-Family/Commercial Bin Service - per cy</b> (Fee multiplied by container size and by number of pickups/month)	<b>RATE</b>	<b>Service Fee</b>	<b>Disposal Fee</b>	<b>Franchise Fee</b>	<b>Generation #/cubic yd</b>
1. Uncompacted /cubic yard	\$ 8.10	\$ 5.33	\$ 1.80	\$ 0.97	100
2. Compacted /cubic yard	\$ 13.40	\$ 6.39	\$ 5.40	\$ 1.61	300

<b>D. Roll Off Container Service - per cy</b> (Fee multiplied by container size and by number of pulls/month)	<b>RATE</b>	<b>Service Fee</b>	<b>Disposal Fee</b>	<b>Franchise Fee</b>	<b>Generation #/cubic yd</b>
1. Open top / cubic yard	\$ 11.50	\$ 5.62	\$ 4.50	\$ 1.38	250
2. Compactor / cubic yard	\$ 14.65	\$ 5.24	\$ 7.65	\$ 1.76	425

<b>E. Bin &amp; Roll Off Rental/Maintenance - per month</b> (Fee per Contractor-owned container per month)	<b>RATE</b>	<b>Service Fee</b>	<b>Disposal Fee</b>	<b>Franchise Fee</b>	<b>Generation</b>
1 Cubic Yard	\$ 27.27	\$ 24.00	n/a	\$ 3.27	n/a
1.5 Cubic Yard	\$ 27.27	\$ 24.00	n/a	\$ 3.27	n/a
2 Cubic Yard	\$ 27.27	\$ 24.00	n/a	\$ 3.27	n/a
3 Cubic Yard	\$ 29.55	\$ 26.00	n/a	\$ 3.55	n/a
4 Cubic Yard	\$ 31.82	\$ 28.00	n/a	\$ 3.82	n/a
6 Cubic Yard	\$ 36.36	\$ 32.00	n/a	\$ 4.36	n/a
8 Cubic Yard	\$ 43.18	\$ 38.00	n/a	\$ 5.18	n/a
2 Cubic Yard Compactor	\$ 295.45	\$ 260.00	n/a	\$ 35.45	n/a
3 Cubic Yard Compactor	\$ 306.82	\$ 270.00	n/a	\$ 36.82	n/a
4 Cubic Yard Compactor	\$ 323.86	\$ 285.00	n/a	\$ 38.86	n/a
5 Cubic Yard Compactor	\$ 340.91	\$ 300.00	n/a	\$ 40.91	n/a
6 Cubic Yard Compactor	\$ 357.95	\$ 315.00	n/a	\$ 42.95	n/a
7 Cubic Yard Compactor	\$ 397.73	\$ 350.00	n/a	\$ 47.73	n/a
8 Cubic Yard Compactor	\$ 426.14	\$ 375.00	n/a	\$ 51.14	n/a
10 Cubic Yard	\$ 113.64	\$ 100.00	n/a	\$ 13.64	n/a
20 Cubic Yard	\$ 113.64	\$ 100.00	n/a	\$ 13.64	n/a
30 Cubic Yard	\$ 113.64	\$ 100.00	n/a	\$ 13.64	n/a
40 Cubic Yard	\$ 113.64	\$ 100.00	n/a	\$ 13.64	n/a
20 Yard Compactor	\$ 482.95	\$ 425.00	n/a	\$ 57.95	n/a
40 Yard Compactor	\$ 568.18	\$ 500.00	n/a	\$ 68.18	n/a

(a) Rate - Sum of Service Fee, Disposal Fee, and Franchise Fee.

(b) Service Fee - Fee charged by Authorized Collector; annually adjusted based on CPI and fuel index.

(c) Disposal Fee - Fee charged to dispose of collected waste based on the tipping fee of \$36/ton and generation rates; future adjustments based on changes in the county's tipping fee.

(d) Franchise Fee - 12% of the Rate; calculated using the following formula: ((Service Fee + Disposal Fee) / 0.88) \* 0.12 = Franchise Fee

(e) Generation Rates - These generation figures will be used for the purpose of determining the portion of the Rate to be adjusted based on tipping fee changes and the portion to be adjusted based on the CPI and fuel index.

EXHIBIT C

MANATEE COUNTY SOLID WASTE FRANCHISE

**Maximum Commercial Recycling Fees in Collection Service Area 1  
Effective October 1, 2008 to September 30, 2016**

<b>A. Paper/Fiber - weekly service</b>	<b>Service Fee</b>
1. Recycling Bin Service - fee per month	\$ 6.00
2. Cart Service - fee per cart per month	\$ 45.00
3. Container Service - fee per cubic yard	\$ 4.50

<b>B. Commingled Containers - weekly service</b>	<b>Service Fee</b>
1. Recycling Bin Service - fee per month	\$ 6.00
2. Cart Service - fee per cart per month	\$ 45.00
3. Container Service - fee per cubic yard	\$ 7.00

Note:

Commercial recycling service is not exclusive to the Authorized Collector, but the Authorized Collector must collect the same types of recyclable materials from commercial customers as it does from residential customers upon request. The rates above are the maximum rates the Authorized Collector shall charge for commercial recycling within its service area. The Authorized Collector may charge less than this amount. Service fees for commercial recycling are not subject to the franchise fee or annual CPI or fuel adjustments.

**EXHIBIT D**

**MANATEE COUNTY SOLID WASTE FRANCHISE**

**Rate Matrix for Special or Extraordinary Service  
Effective October 1, 2008 to September 30, 2009**

	(a)	(b)	(c)	(d)	(e)
<b>A. Residential Special Waste or Extraordinary Service</b>	<b>RATE</b>	<b>Service Fee</b>	<b>Disposal Fee</b>	<b>Franchise Fee</b>	<b>Generation lb/item</b>
1. White Goods Pickup - fee per item	\$ 28.41	\$ 21.40	\$ 3.60	\$ 3.41	200
2. Tires Pickup - fee per event	\$ 17.05	\$ 12.85	\$ 2.15	\$ 2.05	<b>lb/event</b> 50
3. E-scrap Pickup - fee per event	\$ 17.05	\$ 15.00	n/a	\$ 2.05	n/a
4. Extraordinary Services - fee per event	\$ 34.09	\$ 26.40	\$ 3.60	\$ 4.09	200

<b>B. Multi-Family/Commercial Special Service</b>	<b>RATE</b>	<b>Service Fee</b>	<b>Disposal Fee</b>	<b>Franchise Fee</b>	<b>Generation lb/cy</b>
1. Commercial Bulk Pickup - fee per cubic yd	\$ 19.09	\$ 15.00	\$ 1.80	\$ 2.29	100
2. Refuse bin roll-out (≤15 feet) - fee per month	\$ 17.05	\$ 15.00	n/a	\$ 2.05	n/a
3. Refuse bin roll-out (>15 feet) - fee per month	\$ 28.41	\$ 25.00	n/a	\$ 3.41	n/a
4. Gate service - fee per month	\$ 17.05	\$ 15.00	n/a	\$ 2.05	n/a
5. Dead Run - fee per event	\$ 56.82	\$ 50.00	n/a	\$ 6.82	n/a

(a) Rate - Sum of Service Fee, Disposal Fee, and Franchise Fee.

(b) Service Fee - Fee charged by Authorized Collector; annually adjusted based on CPI and fuel index.

(c) Disposal Fee - Fee charged to dispose of collected waste based on the tipping fee of \$36/ton and generation rates; future adjustments based on changes in the county's tipping fee.

(d) Franchise Fee - 12% of the Rate; calculated using the following formula:  $((\text{Service Fee} + \text{Disposal Fee}) / 0.88) * 0.12 = \text{Franchise Fee}$

(e) Generation Rates - These generation figures will be used for the purpose of determining the portion of the Rate to be adjusted based on tipping fee changes and the portion to be adjusted based on the CPI and fuel index.

EXHIBIT E  
 MANATEE COUNTY SOLID WASTE FRANCHISE  
 COLLECTION SERVICE AREA 1  
 Manatee County Facility Recycling Sites

BUILDING NAME	ADDRESS	CITY	ZIP CODE
Admin Building	1112 Manatee Avenue W.	Bradenton	34205
Agricultural Division	1303 17 <sup>th</sup> Street West	Palmetto	34221
Animal Control	305 25 <sup>th</sup> Street West	Palmetto	34221
Anna Gayle House	2112 3 <sup>rd</sup> Avenue East	Palmetto	34221
Bayshore Lift Station	2003 Bay Drive	Bradenton	34207
Buffalo Creek Golf Course	7550 63 <sup>th</sup> Street East	Palmetto	
Central Library	1301 Bacarotta Blvd	Bradenton	
Civic Center	1 Haben Blvd	Palmetto	34221
Courthouse Annex	401 10 <sup>th</sup> Street West	Bradenton	34205
Department of Corrections	1401 Manatee Avenue West	Bradenton	34205
Duette Park	2355 Rawls Road	Duette	33834
Emerson Point Nature Center	6400 18 <sup>th</sup> Street West	Palmetto	34221
EMS # 10	206 2 <sup>nd</sup> Street East	Bradenton	34208
EMS # 18	823 49 <sup>th</sup> Street East	Palmetto	34221
EMS # 2	1225 14 <sup>th</sup> Avenue West	Palmetto	34221
EMS # 4	6101 Marina Drive	Holmes Beach	34217
EMS # 6	7498 US 301 North	Palmetto	
EMS # 8	407 67 <sup>th</sup> Street West	Bradenton	34209
EMS # 9	10350 Cortez Road West	Bradenton	34210
EMS/MSO	1508 Florida Blvd.	Bradenton	34207
First Union Building	920 Manatee Avenue West	Bradenton	34205
Ft. Hamer Boat Ramp	South End Manatee River	Parrish	
GT Bray Complex	2901 59 <sup>th</sup> Street West	Bradenton	34209
GT Bray Park	5502 33 <sup>rd</sup> Ave Dr. West	Bradenton	34209
Island Branch Library	5701 Marina Drive	Holmes Beach	34217
Kingfish Boat Ramp	SR 64 West-East of Manatee Beach	Holmes Beach	34217
Manatee Beach	Gulf Drive/ West end of SR 64	Holmes Beach	34217
Manatee County Golf Course	6515 53 <sup>rd</sup> Avenue West	Bradenton	34210
Mosquito Control	2317 2 <sup>nd</sup> Avenue West	Palmetto	34221
MSO Jail	14470 Harlee Road	Palmetto	34221
North County Waste Water Treatment Plant	8500 69 <sup>th</sup> Street East	Palmetto	34221
Palma Sola Causeway	East Manatee Avenue on Palma Sola Bay	Bradenton	34209



Palma Sola Boat Ramp	Riverside Dr. adjacent to Regatta Pt Marina	Bradenton	
Palmetto Library	923 6 <sup>th</sup> Street West	Palmetto	34221
Palmetto Youth Center	501 17 <sup>th</sup> Street West	Palmetto	34221
Parks & Recreation	5161 65 <sup>th</sup> Street	Bradenton	34210
Parrish Rural Health Center	12214 US 301 North	Parrish	
Port Authority	1010 South Dock Street	Palmetto	
Property Appraisers Office	915 4 <sup>th</sup> Avenue West	Bradenton	34205
Public Defenders Office	920 Manatee Avenue West	Bradenton	34205
Public Works	4410 66 <sup>th</sup> Street West	Bradenton	34210
Record Storage	1009 4 <sup>th</sup> Avenue West	Bradenton	34205
Rocky Bluff Library	7042 US 301	Palmetto	
Rubonia Community Center	1309 72 <sup>nd</sup> Street East	Palmetto	34221
South County Library	6081 26 <sup>th</sup> Street West	Bradenton	34205
Supervisor of Elections	305 15 <sup>th</sup> Street West	Bradenton	34205
SWRWWTP	5101 65 <sup>th</sup> Street West	Bradenton	
Tax Collector	1419 US 301	Palmetto	
Tax Collector	7411 Manatee Avenue West	Bradenton	34209
Utilities Admin Complex	4410 66 <sup>th</sup> Street West	Bradenton	34210
Utility Operations	5101 65 <sup>th</sup> Street West	Bradenton	34210
Water Treatment Plant	17905 Waterline Road	Bradenton	34212
Highland Shores Boat Ramp	353 Shore Drive	Ellenton	34222
Warner's Bayou Boat Ramp	Riverview Blvd.	Bradenton	34205
Wastewater Treatment Plant	5105 65 <sup>th</sup> Street W	Bradenton	34210

EXHIBIT F  
MANATEE COUNTY SOLID WASTE FRANCHISE  
COLLECTION SERVICE AREA 1  
Manatee County Drop Off Recycling Sites

BUILDING NAME	ADDRESS	CITY	ZIP CODE
Blackstone Park	2112 14 <sup>th</sup> Ave. W.	Palmetto	34221
Ellenton Boat Ramp (proposed site)	US 301 North at Highland Shores	Ellenton	34221
G.T. Bray Park	5502 33 Ave Dr. W.	Bradenton	34209

EXHIBIT G  
MANATEE COUNTY SOLID WASTE FRANCHISE  
Reports

The Authorized Collector shall submit to the County the following reports, in a form acceptable to the County, throughout the term of this Agreement (including any renewal of this Agreement):

**Related to Recycling:**

Monthly Reports:

1. Summaries of tonnages of all loads collected during the month by material. An example report is attached and incorporated as part of this Exhibit G.
2. Resident participation rates in terms of weekly and monthly set out counts.
3. The number and nature of complaints received.

**Related to Full Cost Disclosure of Solid Waste Collection and Disposal:**

On an annual basis, the Authorized Collector will provide disposal tonnage by month for residential, commercial and roll-off within ninety (90) days of the end of the County Fiscal Year.

**Five (5) bound copies of all reports** shall be submitted to the County Administrator.

EXHIBIT G  
 MANATEE COUNTY SOLID WASTE FRANCHISE  
 Reports  
 Manatee County Recycling Report

	MON	TUES	WED	THUR	FRI	SAT	TOTALS
Bins in Yard:							
Week 1							
Mixed Paper							
Commingled							
Week 2							
Mixed Paper							
Commingled							
Week 3							
Mixed Paper							
Commingled							
Week 4							
Mixed Paper							
Commingled							
Week 5							
Mixed Paper							
Commingled							
Curbside Pickup:							
Mixed Paper							
Commingled							
<b>Total Tons</b>							
Drop off Centers:							
Mixed Paper							
Commingled							
OCC							
Complaints							
Set Out Rate							
Solid Waste							
Yard Waste							

EXHIBIT H

MANATEE COUNTY SOLID WASTE FRANCHISE

Examples of Calculations of Rate Adjustments for Collection Service Area 1

Example Calculation of Service Fee Adjustment

Assumptions:

CPI change = 2.95%

Fuel Index change = 24.94%

Combined Index = (90% x CPI change) + (10% x Fuel Index change) = 5.15%

	Current Rate / Month				New Rate / Month			
	Service Fee	Tipping Fee	Franchise Fee	Rate	Service Fee	Tipping Fee	Franchise Fee	Rate
<b>Residential Service</b>								
Solid Waste Pickup	\$ 3.60	\$ 2.88	\$ 0.88	\$ 7.36	\$ 3.79	\$ 2.88	\$ 0.91	\$ 7.58
Yard Trash Pickup	\$ 1.62	\$ 0.90	\$ 0.34	\$ 2.86	\$ 1.70	\$ 0.90	\$ 0.35	\$ 2.95
Recycling Pickup	\$ 2.69	n/a	\$ 0.37	\$ 3.06	\$ 2.83	n/a	\$ 0.39	\$ 3.22
<b>Total Rate</b>				<b>\$ 13.28</b>				<b>\$ 13.75</b>

Example Calculation of Disposal Fee Adjustment

Assumptions:

Current disposal fee - \$36.00/ton

New disposal fee - \$38.00/ton

	lb/ month	Current Rate / Month				New Rate / Month			
		Service Fee	Tipping Fee	Franchise Fee	Rate	Service Fee	Tipping Fee	Franchise Fee	Rate
<b>Residential Service</b>									
Solid Waste Pickup	160	\$ 3.60	\$ 2.88	\$ 0.88	\$ 7.36	\$ 3.60	\$ 3.04	\$ 0.91	\$ 7.55
Yard Trash Pickup	50	\$ 1.62	\$ 0.90	\$ 0.34	\$ 2.86	\$ 1.62	\$ 0.95	0.35	2.92
Recycling Pickup	n/a	\$ 2.69	n/a	\$ 0.37	\$ 3.06	\$ 2.69	n/a	0.37	3.06
<b>Total Rate</b>					<b>\$ 13.28</b>				<b>\$ 13.53</b>

**AMENDMENT NO. 1 TO  
SOLID WASTE FRANCHISE AGREEMENT  
UNINCORPORATED MANATEE COUNTY  
COLLECTION SERVICE AREA 1**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Waste Pro of Florida, Inc., a Florida corporation, with its principal place of business located at 2101 West State Road 434, Suite 315, Longwood, Florida 32779, hereinafter referred to as “the Authorized Collector”, and Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as “the County”, constitutes Amendment No. 1 to the Solid Waste Franchise Agreement for Unincorporated Manatee County Collection Service Area 1 between the parties dated April 22, 2008.

**WITNESSETH:**

WHEREAS, the County and the Authorized Collector entered into a Solid Waste Franchise Agreement for Unincorporated Manatee County Collection Service Area 1 dated April 22, 2008 (the “Franchise Agreement”); and

WHEREAS, pursuant to the Franchise Agreement, the County granted an exclusive franchise to the Authorized Collector for residential and commercial solid waste, residential recyclable materials, and residential and commercial yard trash collection services within the unincorporated area of the County; and

WHEREAS, the Franchise Agreement sets forth the terms and provisions of the franchise for the collection services between the County and the Authorized Collector, which became effective October 1, 2008; and

WHEREAS, Section 6.1 of the Franchise Agreement provides for an initial term of eight (8) years, with work commencing October 1, 2008, and terminating at the end of September 30, 2016; and

WHEREAS, Section 6.2 of the Franchise Agreement provides that the County shall have the option with the concurrence of the Authorized Collector to renew the Franchise Agreement for up to one (1) additional term not to exceed seven (7) years following a full public hearing in accordance with Chapter 85-457, Laws of Florida, and Chapter 2-16, Manatee County Code of Ordinances, as amended; and

WHEREAS, Section 6.2 of the Franchise Agreement further provides that any renewal of the Franchise Agreement shall be subject to terms and conditions mutually agreed upon by the parties, as long as the service or work in any such renewal does not exceed the scope of the original request for proposals; and

WHEREAS, the County desires to exercise the option of renewing the Franchise Agreement and the Authorized Collector concurs with the renewal of the Franchise Agreement for one (1) additional term of seven (7) years, commencing on October 1, 2016, and terminating at the end of September 30, 2023; and

WHEREAS, the County and the Authorized Collector have negotiated the terms and conditions of the renewal of the Franchise Agreement which are set forth in this Amendment No. 1; and

WHEREAS, the service and work in such renewal of the Franchise Agreement as set forth in this Amendment No. 1 do not exceed the scope of the original request for proposals; and

WHEREAS, this Amendment No. 1 amends, revises and modifies some of the terms and provisions of the Franchise Agreement to take effect October 1, 2016; and

WHEREAS, the renewal of the Franchise Agreement as set forth in this Amendment No. 1 has been the subject of a full public hearing in accordance with Chapter 85-457, Laws of Florida, and Chapter 2-16, Manatee County Code of Ordinances, as amended; and

WHEREAS, the County has determined that the granting of a renewal of the exclusive franchise to the Authorized Collector for residential and commercial solid waste, residential recyclable materials, and residential and commercial yard trash collection services is in the best interest of the County.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the County and the Authorized Collector, each intending to be legally bound, hereby agree as follows:

1. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be renewed for one (1) additional term of seven (7) years in accordance with Section 6.2 Renewal of Agreement. The effective date of the additional term of the Franchise Agreement shall be October 1, 2016, immediately upon termination of the initial term of the Franchise Agreement as provided in Section 6.1 Initial Term. The additional term of the Franchise Agreement shall be for a period of seven (7) years, with work under such renewal commencing October 1, 2016, and terminating at the end of September 30, 2023. Renewal of the Franchise Agreement shall be subject to the terms and conditions mutually agreed upon by the parties as set forth in this Amendment No. 1. All amendments, revisions and modifications to the Franchise Agreement contained in this Amendment No. 1 shall take effect on the effective date of the additional term of the Franchise Agreement.

2. Upon the effective date of the additional term of the Franchise Agreement, residential collection service shall consist of recyclable materials collected in a single stream (all recyclable materials comingled) from recycling carts. Following the execution of this Amendment No. 1 by both parties, the Authorized Collector agrees to cooperate with the County in an orderly transition and implementation from dual stream to single stream collection of recyclable materials. The County Administrator shall identify requirements for such transition and implementation, which shall include but not be limited to, plans, schedules, meetings, educational materials, vehicles, equipment, collection routes, distribution of carts, removal of bins, databases and reports. The County Administrator shall provide such requirements to the Authorized Collector. The Authorized Collector, at the sole cost and expense of the Authorized Collector, shall prepare, revise and submit all required plans, schedules, materials, procedures, information, collection routes, databases and reports for review and approval by the County Administrator. The Authorized Collector shall comply with such approved requirements and all directions and requests from the County Administrator in the transition and implementation of the single stream collection of recyclable materials.

3. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the revision of the fifth paragraph of Section 2.4 Commercial Collection Service to read as follows:

The Authorized Collector shall, on a nonexclusive basis, collect recyclable materials from any commercial establishment in the Collection Service Area that requests such service. At a minimum, the Authorized Collector shall collect the same recyclable materials that are collected from residences. In this capacity, the Authorized Collector is acting as a private hauler and shall be responsible for billing and collection of payment for recyclable materials service from commercial establishments. The Authorized Collector shall charge no more than the maximum commercial recycling rates specified

in Revised Exhibit C, attached hereto and made a part hereof, but may charge less. The Authorized Collector shall submit a monthly report to the County Administrator listing the amount and types of recyclable materials collected from commercial establishments during the previous month.

4. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the revision of the third paragraph of Section 2.8 Collection Service During Declared Emergency to read as follows:

To prepare for such events, the Authorized Collector shall provide the County Administrator with a Disaster Preparedness Plan or an update of the prior year's approved plan no later than March 1 of each year, which plan is subject to approval by the County. The Disaster Preparedness Plan shall include plans for reestablishing regular collection routes and schedules, as well as for securing additional personnel and equipment, and shall contain proposed rates for collection services associated with the cleanup of debris from Declared Emergencies.

5. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the revision of Section 2.10 County Recycling Service to read as follows:

The Authorized Collector, at the Authorized Collector's sole cost and expense, shall collect and remove all contained or bundled office paper, corrugated cardboard, and all specified recyclable materials placed in containers at the sites listed in Revised Exhibit E, attached hereto and made a part hereof, and all County government facilities constructed or acquired in the Collection Service Area during the term of this Agreement. The number and location of sites, types of materials to be collected, types of containers, means of providing containers, frequency of service, and provision of paper shredding services at the sole expense of the Authorized Collector shall be mutually agreed upon by the Authorized Collector and the County Administrator. The Authorized Collector shall recycle all paper and recyclable materials obtained from collection at all such sites.

The Authorized Collector, at the Authorized Collector's sole cost and expense, shall collect and remove all cardboard placed in containers at the sites listed in Revised Exhibit F, attached hereto and made a part hereof, and all County government facilities constructed or acquired in the Collection Service Area during the term of this Agreement. The number and location of sites, types of containers, means of providing containers, and frequency of service shall be mutually agreed upon by the Authorized Collector and the County Administrator. The Authorized Collector shall recycle all cardboard obtained from collection at all such sites. If a collection container is too contaminated for the cardboard to be recycled, as mutually determined by the Authorized Collector and the County Administrator, the County shall pay the Authorized Collector One Hundred and 00/100 Dollars (\$100.00) for removing the material and delivering it to the County's Lena Road landfill or other solid waste facility designated by the County Administrator, and the County shall waive the disposal fee for this material.

The Authorized Collector shall have the right to retain all revenues from the processing and marketing of recyclable materials collected at the sites listed in Revised Exhibit E and Revised Exhibit F and all residential and commercial recyclable materials collected pursuant to this Agreement.

6. The Franchise Agreement between the County and the Authorized Collector dated April 22,



2008, shall be amended by the revision of Section 2.13 Provision of Refuse Bins and Recycling Containers to read as follows:

2.13 Provision of Refuse Bins, Recycling Carts and Recycling Containers.

The Authorized Collector shall provide refuse bins to all commercial collection service customers requesting refuse bins. The type, number and location of such refuse bins shall be subject to mutual agreement between the customer and the Authorized Collector.

The Authorized Collector shall be responsible for the care and maintenance of refuse bins supplied and shall hold the County harmless for any liabilities arising out of the use thereof.

For privately owned refuse bins, the Authorized Collector shall hold the County harmless for any damages to the refuse bins or liabilities associated therewith arising out of the use of such refuse bins.

The Authorized Collector shall provide at least one (1) recycling cart with a minimum capacity of sixty-four (64) gallons and educational materials prepared or approved by the County Administrator to each residential collection service customer. Recycling carts and larger recycling containers such as ninety (90) gallon totes and roll-off rhinos will be provided by the Authorized Collector at the sole cost and expense of the Authorized Collector. Commercial front-end and roll-off containers will be provided by the Authorized Collector.

The Authorized Collector, at the sole cost and expense of the Authorized Collector, shall own all recycling carts and shall be responsible for the repair and replacement of damaged recycling carts during the term of this Agreement. Upon termination of this Agreement for any reason, the County shall own all recycling carts distributed to customers and the Authorized Collector shall make available all excess recycling carts for purchase by the County.

The County Administrator shall establish minimum specifications, standards and requirements for recycling carts (body, lid, handle, wheels and axle), which shall include but not be limited to, capacity, construction, design, materials, stability, color, markings, database and warranty. The County Administrator shall provide such specifications, standards and requirements to the Authorized Collector. The Authorized Collector shall comply with such specifications, standards and requirements in the purchase, distribution, repair, replacement and management of the recycling carts. Any recycling cart which does not comply with such specifications, standards and requirements shall be removed from service and shall not be available for use.

The Authorized Collector will be responsible for storage and delivery of the refuse bins, recycling carts, and other containers to customers. The Authorized Collector shall deliver new or replacement bins, recycling carts and other containers to customers within three (3) working days of receiving a request for such bins, carts or containers.

7. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the revision of Section 2.18 Annual Audit to read as follows:

The Authorized Collector, at the Authorized Collector's sole cost and expense, shall

obtain the services of a certified public accountant to perform an annual financial audit of the Authorized Collector's records, financial statements, and other documents relating to the services provided under this Agreement as required by Chapter 2-16, Manatee County Code of Ordinances, as amended. The audit shall be performed in accordance with generally accepted accounting principles and shall be submitted to the County no later than March 31 of each year.

8. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the revision of Article 7 Bond to read as follows:

The Authorized Collector will execute payment and performance bonds in the amount of \$5 Million and 00/100 Dollars (\$5,000,000.00) required by the County as security for the faithful performance and payment of all the obligations of the Authorized Collector under this Agreement. The bonds shall be written in the amounts and forms and with such sureties as are acceptable to the County and shall be subject to the conditions set forth in Chapter 85-457, Laws of Florida. Prior to execution of this Agreement, the Authorized Collector shall furnish the executed bonds to the County.

9. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the addition of paragraph L to Article 11 Liquidated Damages to read as follows:

L. Failure to deliver recycling carts within \$100.00 per incident three (3) working days of receiving request for such carts.

10. Exhibit C Maximum Commercial Recycling Fees in Collection Service Area 1 to the Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the substitution of Revised Exhibit C., attached hereto and made a part hereof.

11. Exhibit E Manatee County Facility Recycling Sites to the Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the substitution of Revised Exhibit E, attached hereto and made a part hereof.

12. Exhibit F Manatee County Drop Off Recycling Sites to the Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the substitution of Revised Exhibit F, attached hereto and made a part hereof.

13. All other terms, conditions and provisions of the Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall remain in full force and effect to the extent not otherwise amended, revised or modified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Franchise Agreement, by and through their duly authorized officers, on the respective dates below.

WITNESSES:

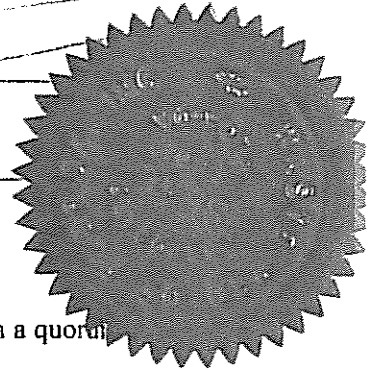
[Signature]  
[Signature]

WASTE PRO OF FLORIDA, INC.,  
a Florida corporation

By: [Signature]  
Name: John J. Jennings  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: Christopher Ciaccio  
Title: Secretary  
Date: 10/1/14

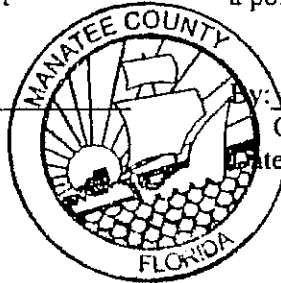
CORPORATE SEAL



APPROVED by the Board of County Commissioners of Manatee County, Florida, with a quorum and voting, on the 1 day of October, 2014.

ATTEST: R.B. Shore  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk



MANATEE COUNTY, FLORIDA,  
a political subdivision of the State of Florida

By: [Signature]  
Chairman, Board of County Commissioners  
Date: \_\_\_\_\_

REVISED EXHIBIT C

MANATEE COUNTY SOLID WASTE FRANCHISE

Maximum Commercial Recycling Fees in Collection Service Area 1  
Effective October 1, 2008 to September 30, 2023

A. Paper/Fiber – weekly service	Service Fee
1. Recycling Bin Service – fee per month	\$6.00
2. Cart Service – fee per cart per month	\$45.00
3. Container Service – fee per cubic yard	\$4.50

B. Commingled Containers – weekly service	Service Fee
1. Recycling Bin Service – fee per month	\$6.00
2. Cart Service – fee per cart per month	\$45.00
3. Container Service – fee per cubic yard	\$7.00

Note:

Commercial recycling service is not exclusive to the Authorized Collector, but the Authorized Collector must collect the same types of recyclable materials from commercial customers as it does from residential customers upon request. The rates above are the maximum rates the Authorized Collector shall charge for commercial recycling within its service area. The Authorized Collector may charge less than this amount. Service fees for commercial recycling are not subject to the franchise fee or annual CPI or fuel adjustments.

REVISED EXHIBIT E

MANATEE COUNTY SOLID WASTE FRANCHISE

COLLECTION SERVICE AREA 1

Manatee County Facility Recycling Sites

BUILDING NAME	ADDRESS	CITY	ZIP CODE
Administrative Center Building	1112 Manatee Ave. W.	Bradenton	34205
Agricultural Division	1303 17 <sup>th</sup> St. W.	Palmetto	34221
Animal Control Center	2315 2 <sup>nd</sup> Ave. W.	Palmetto	34221
Anna Gayle Resource Center	2112 3 <sup>rd</sup> Ave. E.	Palmetto	34221
Bayshore Lift Station	203 Bay Dr.	Bradenton	34207
Bennett Park	400 Cypress Creek Blvd.	Bradenton	34212
Blackstone Park	2112 14 <sup>th</sup> Ave. W.	Palmetto	
Bradenton Area Convention Center	1 Haben Blvd.	Palmetto	34221
Buffalo Creek Golf Course	7550 63 <sup>rd</sup> St. E.	Palmetto	
Buffalo Creek Park	7550 69 <sup>th</sup> St. E.	Palmetto	
Central Library	1301 Barcarrota Blvd.	Bradenton	
Coquina Beach Park	2650 Gulf Dr. S.	Bradenton Beach	
County Highway Division	4680 66 <sup>th</sup> St. W.	Bradenton	
EMS #18	823 49 <sup>th</sup> St. E.	Palmetto	34221
EMS #2 (North River Fire Dept.)	1225 14 <sup>th</sup> Ave. W.	Palmetto	34221
EMS #4 (West Manatee Fire Dept.)	6101 Marina Dr.	Holmes Beach	34217
EMS #8	407 67 <sup>th</sup> St. W.	Bradenton	34209
EMS #9	10350 Cortez Rd. W.	Bradenton	34210
EMS/MSO	1508 Florida Blvd.	Bradenton	34207
G.T. Bray Park	5502 33 <sup>rd</sup> Ave. Dr. W.	Bradenton	34209
G.T. Bray Park Complex	2901 59 <sup>th</sup> Av. Dr. W.	Bradenton	34209
Island Branch Library	5701 Marina Dr.	Holmes Beach	34217
Kingfish Boat Ramp	801 Manatee Ave.	Holmes Beach	34217
Manatee County Golf Course	6515 53 <sup>rd</sup> Ave. W.	Bradenton	34210
Manatee County Merrill Lynch Bldg.	1002 Manatee Ave. W.	Bradenton	
Manatee County Public Beach	4000 Gulf Dr.	Holmes Beach	
Manatee County Sheriff's Office Jail	14470 Harlee Rd.	Palmetto	
Mosquito Control Center	2317 2 <sup>nd</sup> Ave. W.	Palmetto	
North County Wastewater Treatment Plant	8500 69 <sup>th</sup> St. E.	Palmetto	
Palma Sola Causeway	9000 Manatee Ave. W.	Bradenton	
Palma Sola Park	7915 40 <sup>th</sup> Ave. W.	Bradenton	
Palmetto DMV/Tax Collector	1341 US Hwy. 301 N.	Palmetto	

Palmetto Fair Grounds	1303 17 <sup>th</sup> St. W.	Palmetto	
Palmetto Library	923 6 <sup>th</sup> St. W.	Palmetto	
Palmetto Youth Center	501 17 <sup>th</sup> St. W.	Palmetto	
Parks & Recreation – Maintenance	5161 65 <sup>th</sup> St. W.	Bradenton	
Property Appraiser’s Office	915 4 <sup>th</sup> Ave. W.	Bradenton	
Public Defender’s Office	920 Manatee Ave. W.	Bradenton	
Public Works	4410 66 <sup>th</sup> St. W.	Bradenton	
Rocky Bluff Library	6750 US Hwy. 301 N.	Ellenton	
Rubonia Community Center	1309 72 <sup>nd</sup> St. E.	Palmetto	
South County Library	6081 26 <sup>th</sup> St. W.	Bradenton	
Tax Collector	7411 Manatee Ave. W.	Bradenton	
Utilities Administration Complex	4410 66 <sup>th</sup> St. W.	Bradenton	
Warner’s Bayou Boat Ramp (59 <sup>th</sup> St.)	5800 Riverview Blvd.	Bradenton	
Wastewater Treatment Lab	4751 66 <sup>th</sup> St. W.	Bradenton	
Wastewater Treatment Plant	5105 65 <sup>th</sup> St. W.	Bradenton	
Water Division – Administration & Maintenance	17915 Waterline Rd.	Bradenton	

REVISED EXHIBIT F

MANATEE COUNTY SOLID WASTE FRANCHISE

COLLECTION SERVICE AREA 1

Manatee County Drop Off Recycling Sites

BUILDING NAME	ADDRESS	CITY	ZIP CODE
Bennett Park	400 Cypress Creek Blvd.	Bradenton	34212
Blackstone Park	2112 14 <sup>th</sup> Ave. W.	Palmetto	
Buffalo Creek Park	7550 69 <sup>th</sup> St. E.	Palmetto	
Coquina Beach Park	2650 Gulf Dr. S.	Bradenton Beach	
G.T. Bray Park	5502 33 <sup>rd</sup> Ave. Dr. W.	Bradenton	34209
Manatee County Public Beach	4000 Gulf Dr.	Holmes Beach	
Palma Sola Park	7915 40 <sup>th</sup> Ave. W.	Bradenton	