

**FRANCHISE AGREEMENT
FOR THE COLLECTION AND
TRANSPORTATION OF
RESIDENTIAL SOLID WASTE,
RECYCLING AND YARD DEBRIS**

DECEMBER 19, 2023

Exclusive Franchise Agreement

between

St. Johns County, Florida

and

FCC Environmental Services Florida, LLC.

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EXCLUSIVE FRANCHISE AGREEMENT

This Exclusive Franchise Agreement ("Agreement") is made and entered into this 19th day of December, 2023 ("Effective Date"), by and between St. Johns County, Florida ("County"), a political subdivision of the State of Florida, and FCC Environmental Services Florida, LLC ("Contractor"), a Florida Limited Liability Company, which is authorized to do business in the State of Florida.

RECITALS

WHEREAS, the County issued a Request for Proposals ("RFP") (County RFP No. 23-32) for the Collection of certain types of Solid Waste and Recyclable Materials that are generated in the County; and

WHEREAS, the Contractor submitted a proposal in response to the County's RFP; and

WHEREAS, the County has relied upon the proposal and other information provided by the Contractor concerning the Contractor's experience and ability to provide Collection Services to the County; and

WHEREAS, after evaluating the proposals that were submitted in response to the County's RFP, the St. Johns County Board of County Commissioners ("Board") finds that the Contractor has submitted the best proposal for the both Northern and Southern Service Areas; and

WHEREAS, the County wishes to use and the Contractor wishes to provide the Contractor's services for the Collection of Solid Waste and Recyclable Materials, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the Board finds that granting an exclusive franchise to the Contractor, subject to the terms and conditions contained in this Agreement, is in the public interest and will protect the public health, safety, and welfare; and

WHEREAS, the Board finds that the franchise granted herein properly balances the Board's desire to provide excellent, environmentally-sound Collection Services to the County's residents and the Board's desire to minimize the cost of such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and the mutual benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree that they shall be bound by and shall strictly comply with the following provisions of this Agreement:

DEFINITIONS

The capitalized words and phrases in this Agreement are defined in this Section 1. If a word or phrase is not defined in this Agreement, the definition of such word or phrase in the County's Ordinances shall apply. In the event that a definition contained herein conflicts with a similar definition in any federal, state or local law, including but not limited to the Ordinances, the definition herein shall prevail when construing this Agreement. If the definition of a word or a phrase in this Agreement is inconsistent with the definition of the same word or phrase in Section 403.703, Florida Statutes, the definition in Section 403.703 shall prevail, but only to the extent necessary to resolve the conflict between the two definitions.

1.1 Advertising shall mean any written communication for the purpose of promoting a product or service. The Contractor's name and telephone number, and other information provided in the manner specified in this Agreement, is not Advertising.

1.2 Agreement shall mean this Exclusive Franchise Agreement, including all Exhibits attached hereto and incorporated herein, between the County and the Contractor.

1.3 Applicable Law shall mean any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the County or the Contractor under this Agreement.

- 1.4 Assessment Roll** shall mean a non-ad valorem assessment roll relating to the County's solid waste services and costs that is authorized pursuant to Section 17, St. Johns County Ordinance 2017-39 of the Ordinances and approved by the annual assessment resolution required by Ordinance.
- 1.5 Biomedical Waste** shall mean any solid or liquid waste which may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; discarded sharps; and absorbent materials saturated with blood or body fluids.
- 1.6 Building** shall mean any structure, whether temporary or permanent, built for the support, shelter or enclosure of people, chattel, or property.
- 1.7 Bulky Waste** shall mean a large item that: (a) is discarded by a Customer on their own property as a result of normal housekeeping activities on that property; (b) cannot be placed in a Garbage Can because of its size, shape or weight; and (c) is not Yard Waste or Land Clearing Debris. Bulky Waste includes White Goods, furniture, mattresses, sinks, toilets, bicycles, ladders, and rolls of carpet.
- 1.8 Certificate of Occupancy** shall mean a document issued by the County certifying that a newly constructed building has been constructed in compliance with County specifications and is suitable for use.
- 1.9 Change in Law** shall mean the adoption, promulgation, or modification of any Applicable Law after the Effective Date that directly and substantially affects the Contractor's or the County's ability to perform under this Agreement. A Change in Law does not include a change in any tax law or workers' compensation law.
- 1.10 County** shall mean, depending on the context, either (a) the unincorporated areas contained within the boundaries of St. Johns County, Florida; or (b) the government of St. Johns County, Florida, acting through the Board of County Commissioners or its designees.
- 1.11 County Administrator** shall mean the County Administrator of St. Johns County or the County Administrator's designee(s).
- 1.12 County Indemnified Parties** shall mean the County, the Board and each of its members, and every agent, officer, official, servant, and employee of the County.
- 1.13 County's RFP** shall mean the County's Request for Proposals (RFP No. 23-32) that resulted in the award of this Agreement to the Contractor.
- 1.14 Collection** shall mean the process of picking up Solid Waste and Recyclable Materials from a Customer that generates such waste and materials and then transporting and delivering the Solid Waste and Recyclable Materials to a Designated Facility.
- 1.15 Collection Container** shall mean Garbage Cans, Recycling Carts, and Mechanical Containers that comply with the standard specifications for containers used in the Solid Waste industry, as determined by the Director.
- 1.16 Collection Plan** shall mean the Contractor's written plan for providing Collection Service in compliance with the requirements in this Agreement, as described in Section 25, below.
- 1.17 Collection Service** shall mean one or more of the various services provided by the Contractor for the Collection of Solid Waste and Recyclable Materials pursuant to this Agreement. Collection Service includes Residential Collection Service, Supplemental Collection Service, and Collection Service provided to the County.
- 1.18 Commencement Date** shall mean August 1, 2024, which is the date when the Contractor shall begin providing Collection Services to the County pursuant to the requirements of this Agreement.
- 1.19 Commercial Lawn Care Company** shall mean a Person that provides lawn and garden maintenance services for remuneration. This definition includes landscapers.

- 1.20 Commercial Property** shall mean real property that is located in the Service Area and not classified as Residential Property. Commercial Property includes property used primarily for: (a) commercial purposes, such as hotels, motels, stores, restaurants, business offices, theaters, and service stations; (b) institutional purposes, such as governmental offices, churches, hospitals, and schools; and (c) not-for-profit organizations. Commercial Property includes commercially zoned property that is used primarily for residential purposes. Vacant land, not classified as Improved Property, shall be deemed Commercial Property.
- 1.21 Commercial Waste** shall mean Garbage, trash, and other wastes generated on Commercial Property.
- 1.22 Board** shall mean the Board of County Commissioners of St. Johns County, Florida.
- 1.23 Community Events** shall mean civic events that are: (a) sponsored or co-sponsored by the County; and (b) specifically designated as Community Events by the Director pursuant to Section 8.2, below.
- 1.24 Construction and Demolition Debris** shall have the meaning set forth in Section 403.703(6), Florida Statutes. In general, Construction and Demolition Debris means discarded materials generally considered to be not water soluble and non-hazardous in nature, including steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, resulting from the construction, destruction, or renovation of a structure.
- 1.25 Consumer Price Index** or "CPI" shall mean the "CPI for All Urban Consumers, garbage and trash collection, U.S. County average, Base Period 1983 = 100 (Series ID CUSR0000SEHG02)," as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.
- 1.26 Contaminated Recyclable Material** shall mean Recyclable Material that is mixed or comingled with Non-Conforming Material (e.g., Garbage) in quantities that exceed the thresholds in this Section 1.26. The contents of a Recycling Cart or a Load of Recyclable Material shall be deemed to be Contaminated Recyclable Material if: (a) the contents contain Biomedical Waste, Hazardous Material, or Radioactive Waste; or (b) more than thirty percent (30%) of the contents is Non-Conforming Material.
- 1.27 Contingency Plan** shall mean the Contractor's plan for avoiding an interruption in Collection Service in the event that an emergency, disaster, equipment breakdown, or other situation upsets the Contractor's normal operations (e.g., renders the Contractor's operations yard or equipment unusable; prevents the Contractor's drivers from reporting to work).
- 1.28 Contractor** shall mean FCC Environmental Services Florida, LLC.
- 1.29 Curbside** shall mean a location adjacent to a road or right-of-way that abuts a Customer's property and provides access for the Contractor's Collection vehicles. If there is no public access to the Customer's property, Curbside shall mean a location that is adjacent to a public or private roadway where the Contractor may lawfully gain access and provide Collection Service to the Customer. In all cases, the adjacent location shall be within three (3) feet of the curb or the edge of the road.
- 1.30 Customer** shall mean a Person or Dwelling Unit that receives or is entitled to receive Residential Collection Service.
- 1.31 Customer List** shall mean a list that identifies the Residential Property and the Dwelling Units that are entitled to receive Residential Collection Service from the Contractor.
- 1.32 Designated Facility** shall mean the facility or facilities designated by the County for the Recycling or disposal of the Solid Waste and Recyclable Materials collected pursuant to this Agreement.
- 1.33 Director** shall mean the Director of the County's Public Works Department or the Director's designee(s).
- 1.34 Disaster Debris** shall mean debris that: (a) is produced or generated by a natural or human event, which is declared an emergency or disaster by the federal, state, or County government; and (b) requires special collection by a vendor secured under a Disaster Debris Contract. Disaster Debris includes Yard Waste, Construction and Demolition Debris, and Bulky Waste that is produced or generated by such a disaster.

1.35 Disaster Debris Contract shall mean the County's contract(s) with one or more companies for the collection, removal, hauling, processing, disposal, or Recycling of Disaster Debris.

1.36 District Manager shall mean the employee designated by the Contractor as the Contractor's primary representative with regard to matters involving this Agreement.

1.37 Dwelling Unit shall mean any type of structure or Building, or a portion thereof, intended for or capable of being utilized for residential living, except those structures or Buildings that are Commercial Property. A Dwelling Unit includes a room or rooms constituting a separate, independent living area with a kitchen or cooking facilities, a separate entrance, and bathroom facilities, which are physically separated from other Dwelling Units, whether located in the same structure or in separate structures.

1.38 Effective Date shall mean the date when this Agreement is signed and duly executed by the Board or its designee, which shall occur after the Agreement is signed and duly executed by the Contractor.

1.39 Electronic Equipment shall mean large electronic devices that have been discarded, including computers, monitors, televisions, cathode ray tubes, printers, scanners, and copying machines.

1.40 Exempt Waste shall mean materials that are exempt from the Contractor's exclusive franchise under this Agreement.

1.41 Fiber Products shall mean newspapers (including inserts), magazines, catalogs, telephone books, corrugated cardboard, Mixed Paper, Office Paper, kraft paper bags, and other similar items.

1.42 Field Supervisor shall mean the Contractor's employee(s) responsible for directly supervising the Contractor's Collection Services in the County on a daily basis.

1.43 Force Majeure shall mean an act, event, or condition, that has a direct, material and adverse effect on performance of the County or Contractor under this Agreement, and prevents the County or Contractor, or their agents or assigns, from fulfilling its duties and obligations under this Agreement, and is not the result of negligence or lack of reasonable diligence, and is not reasonably within the Party's control, and is not reasonably foreseeable, or if foreseeable, not reasonably avoidable. A Force Majeure event may include, but is not limited to: (a) tornado, hurricane, flood, fire, explosion, landslide, earthquake, epidemic, pandemic, and extremely abnormal and inclement weather; (b) acts of a public enemy, acts of war, terrorism, insurrection, riots, civil disturbances, or national or international calamities; and (c) the suspension, termination, or interruption of utilities necessary to a Party's operations or duties under this Agreement.

1.44 Franchise Fee shall mean the fee paid by the Contractor to the County for any revenue generated above and beyond the base revenue generated by for the Contractor's Residential Collection Service in the Service Area. If additional or Supplemental Collection Services are provided to any Customer or residential units or communities, the Contractor shall pay a five percent (5%) franchise fee on the gross revenue collected for the Supplemental Collection Services and any other additional collections service provided in the Service Area.

1.45 Garbage shall mean all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

1.46 Garbage Can shall mean any commonly available metal or heavy-duty plastic receptacle for Solid Waste that has an enclosed bottom and sides, a tight-fitting lid or top, handles on the sides, and a capacity of approximately thirty-two (32) gallons or less.

1.47 Reserved.

1.48 Hazardous Waste shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Material includes any material or substance identified as a hazardous waste, hazardous substance, or

hazardous material in the Florida Administrative Code, Florida Statutes, U.S. Code, Code of Federal Regulations, or other Applicable Law.

1.49 Holiday shall mean a day when the Contractor does not need to provide Collection Service pursuant to this Agreement. The only Holidays are New Year's Day, Thanksgiving, and Christmas, unless the County and the Contractor mutually agree to add additional Holidays.

1.50 Improved Property shall mean any cleared, graded or drained real property upon which a Building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of Occupancy has been issued) for residential, commercial, institutional or industrial use.

1.51 Indemnified Loss shall mean all actual costs, losses, damages, expenses, and liabilities that a County Indemnified Party incurs or suffers pursuant to or in connection with, or are caused by or result from, directly or indirectly, in whole or in part, but only to the extent of any wrongful act, any error or omission, or any negligence by the Contractor or any of its agents or employees, or any tier of subcontractors to the Contractor, or any subcontractor to a subcontractor of the Contractor, or anyone employed by any of those Persons for whose wrongful act, error or omission, or negligence any of them may be liable, in the execution or performance of the Contractor's obligations under or incidental to this Agreement. Such costs include, but are not limited to reasonable attorneys' fees, court costs, and expert witness fees in all trial, appellate, mediation and bankruptcy proceedings. An Indemnified Loss includes, but is not limited to: (a) any bodily injury, property damage, sickness, disease, or death; (b) any claim arising under or from any actual or alleged violation of any Applicable Law (including workers' compensation laws, environmental laws, and health and safety laws) or any common law duty; (c) any actual or alleged infringement of any intellectual rights or property of any Person; (d) any actual or alleged pollution of or damage or destruction to property, natural resources, or the environment; (e) any claim resulting from or related to the designation by the Contractor of any document or material as exempt from public disclosure or public records laws; (f) any claim resulting from or related to the County's decision to award this Agreement to the Contractor; and (h) defending, settling, prosecuting, investigating, or participating in (as a witness or otherwise) any proceeding that arises out of or pertains to any of the foregoing; in each case, to the fullest extent permitted by law and not otherwise prohibited, without regard to or limitation by the amount or type of benefits, damages, or compensation payable by or for the Contractor, any subcontractor of the Contractor, or any subcontractor of a subcontractor of the Contractor under any insurance policy or any Applicable Law (including employee benefits, disability benefits, and workers' compensation laws). Indemnified Loss does not include any loss caused by the sole negligence of the County, its employees, and agents.

1.52 Interest shall mean a payment by the County or the Contractor for the use of money, which shall be set a rate determined pursuant to Section 55.03(1), Florida Statutes.

1.53 Land Clearing Debris shall mean rocks, soils, tree remains, trees, tree trunks, limbs, stumps, bushes, vegetation and other material resulting from land clearing, land development, or lot clearing operations. Land Clearing Debris does not include vegetative matter from lawn or landscape maintenance, or right-of-way or easement maintenance.

1.54 Legitimate Complaint shall mean any complaint by a Customer or the County in a case where one or more of the applicable requirements in this Agreement concerning the Collection of Solid Waste and Single Stream Recyclable Material were not satisfied by the Contractor, as reasonably determined by the Director.

1.55 Load shall mean the Solid Waste, Recyclable Material, and other cargo that is collected and transported in one of the Contractor's Collection vehicles.

1.56 Gross Revenues shall mean the total cumulative revenues received by the Contractor for Solid Waste services provided in the County, except Residential Collection Service and Collection Services provided to the County that are specifically authorized under the exclusive franchise agreement granted to Contractor under this Agreement. Gross Revenues include, but are not limited to, (a) additional or Supplemental Collection Services provided to any Customer or residential units or communities; (b) the Tipping Fees for the disposal of Solid Waste collected while providing additional or Supplemental Collection Services; and (c) the sale of additional Garbage Carts and Recycling Carts in the Service Area.

1.57 Materials Recovery Facility shall mean a Solid Waste Management Facility that provides for the extraction from Solid Waste of Recyclable Materials, materials suitable for use as a fuel or soil amendment, or any combination of such materials.

- 1.58 Mechanical Container** shall mean a dumpster, Roll-Off Container, Compactor, or other large container that is placed on and removed from property with mechanical equipment, and used for the Collection of Solid Waste or Recyclable Materials. However, Garbage Cans and Recycling Carts are not Mechanical Containers.
- 1.59 Missed Collection** shall mean any occasion when a Customer properly Set Out their Solid Waste or Recyclable Material for Collection, but the Contractor failed to collect the Customer's Solid Waste or Recyclable Material in compliance with the requirements in this Agreement.
- 1.60 Mixed Paper** shall mean a mixture of various types and grades of paper, including Office Paper, colored paper, corrugated cardboard, envelopes (excluding envelopes with cellophane windows), junk mail, kraft bags, magazines, catalogs, and other similar items. However, Mixed Paper does not include tissue paper or paper towels.
- 1.61 Multi-Family Residential Property** shall mean a building or complex of buildings on a single parcel of land that is subdivided horizontally or vertically and designed for and contain more than four (4) Dwelling Units.
- 1.62 New Customer** shall mean a Person or Dwelling Unit that begins to receive or becomes entitled to receive Collection Service from the Contractor on or after the Commencement Date.
- 1.63 Non-Collection Notice** shall mean a written form, tag, or sticker that is used by the Contractor to notify a Customer of the reason(s) why the materials Set Out by the Customer were not collected by the Contractor.
- 1.64 Non-Conforming Material** shall mean any material that is not a Program Material. Non-Conforming Material includes Garbage, Rubbish, Bulky Waste, and Yard Waste, as well as Recyclable Materials that are not Program Materials.
- 1.65 Office Paper** shall mean paper used for office purposes, including paper with a letterhead, legal paper, loose-leaf paper, white ledger paper, and paper used for letters, computer print-outs, copy machines, or typing.
- 1.66 Operating Day** shall mean each calendar day during which the Contractor provides Collection Services pursuant to this Agreement.
- 1.67 Operating Month** shall mean each calendar month from the Commencement Date until this Agreement expires or terminates.
- 1.68 Operating Year** shall mean a period of twelve (12) consecutive Operating Months, except: (a) the first Operating Year shall begin on August 1, 2024 and end on September 30, 2025 (i.e., fourteen (14) Operating Months later); and (b) the last Operating Year shall end on the day when this Agreement expires or terminates.
- 1.69 Ordinances** shall mean the County's Code of Ordinances and any amendments thereto.
- 1.70 OSHA** shall mean the Occupational Safety and Health Administration.
- 1.71 Party** shall mean, depending on the context, either the County or the Contractor.
- 1.72 Parties** shall mean the County and the Contractor, collectively.
- 1.73 Performance Bond** shall mean the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in compliance with the terms of this Agreement.
- 1.74 Person** shall mean any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any County or municipality; and any governmental agency of any state or the federal government.
- 1.75 Plastic Bag** shall mean a heavy-duty plastic trash bag that is securely tied at the top, with a capacity of thirty-three (33) gallons or less.
- 1.76 Premises** shall mean Improved Property.

1.77 Program Materials shall mean Single Stream Recyclable Materials that are accepted for Recycling at the Designated Facility for Recyclable Materials. The Program Materials are: (a) Fiber Products; (b) Recyclable Containers; and (c) other Recyclable Materials that the County Administrator designates pursuant to Section 7.3.5, below. Program Materials include newspapers, magazines, catalogs, telephone books, paperback books, corrugated cardboard, brown paper bags, junk mail, Office Paper, and glass and plastic bottles and jars.

1.78 Radioactive Waste shall mean any equipment or materials that are required by law to be stored, treated, or disposed of as radioactive waste.

1.79 Rates shall mean the fees and charges approved by the County for the Contractor's Collection Services. The amount the Contractor may charge each month for Residential Collection Services from a Customer.

1.80 Recovered Materials shall mean metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly recycled and have been diverted and Single Stream or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. Recovered Material does not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile, or rubber). Among other things, a mixture of different types of unsorted Construction and Demolition Debris is not a Recovered Material.

1.81 Recyclable Containers shall mean: aluminum cans; steel and ferrous cans; glass bottles and jars made with green, brown or clear glass; and plastic containers that have a neck or pouring spout.

1.82 Recyclable Materials shall mean those materials that are capable of being recycled and would otherwise be processed or disposed of as Solid Waste.

1.83 Recycling shall mean any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

1.84 Recycling Carts shall mean a container that is made of heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the County logo, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid and a lift bar, having a capacity of approximately one hundred (100) gallons or less, and used for the automated or semi-automated Collection of Recyclable Materials.

1.85 Residential Collection Service shall mean the Collection of Residential Waste from Residential Property pursuant to this Agreement.

1.86 Residential Property shall mean real property located within the Service Area that is used or designed for use as a residence, dwelling, or habitat for one or more people, whether occupied or not. Residential Property shall include but not be limited to: single family residences; real property improved to accommodate mobile homes and the mobile homes, if any, located thereon, regardless of whether such mobile homes are registered as vehicles or assessed as real property; duplex homes; triplex homes; quadraplex homes; apartment buildings, time share buildings, and condominium buildings comprising four (4) units or less; and premises occupied as a residence or dwelling that are located on commercially zoned property.

1.87 Residential Waste shall mean Garbage, Rubbish, Yard Waste, Recyclable Materials, and Bulky Waste produced at or generated on Residential Property as a result of the normal housekeeping activities of the residence. Residential Waste includes discarded materials from "do it yourself" repairs, renovations and projects, provided that such materials do not exceed one (1) cubic yard per week per Customer. Residential Waste does not include sludge, Industrial Waste, Hazardous Waste, Land Clearing Debris, radiological waste, waste tires, lead-acid batteries, Solid Waste from farming operations, or wrecked, scrapped, ruined or dismantled vehicles, boats, aircraft or their parts. Residential Waste also does not include Construction and Demolition Debris.

1.88 Roll-Off Container shall mean a large metal container (i.e., typically with a capacity of 10, 20, 30, or 40 cubic yards) used for the Collection of Solid Waste or Recyclable Materials, which is rolled-off of a motor vehicle when the container is placed at a Collection site and then rolled onto the vehicle when the container is ready to be transported to a Solid Waste Management Facility.

- 1.89 Route** shall mean the roadways that will be used by one Collection vehicle on a single Operating Day when providing Collection Service. Each Route shall have a designated starting location, a designated sequence of streets to be followed when providing Collection Service, a designated location for finishing, and a Scheduled Collection Day.
- 1.90 Rubbish** shall mean waste material (other than Garbage, Yard Waste, and Bulky Waste) resulting from normal housekeeping activities on Residential Property. Rubbish includes but is not limited to discarded trash, rags, sweepings, packaging, and similar materials.
- 1.91 Scheduled Collection Day** shall mean a day when the Contractor is scheduled to provide a Collection Service to a Customer for Garbage or other Residential Waste.
- 1.92 Service Area** shall mean the geographic area in the unincorporated County where the Contractor shall provide its Collection Services pursuant to this Agreement. More specifically, the Service Area shall mean the area that is depicted in and described in Exhibit 1, which is attached to this Agreement and incorporated herein by reference. More superficially, the Service Area depicted and described in Exhibit 1 is both the Northern and Southern Service Areas.
- 1.93 Set Out** shall mean the preparation and placement of Residential Waste for Collection at the Residential Property, in accordance with the requirements Section 28 of this Agreement.
- 1.94 Side Door Service** shall mean the Collection of Garbage, Rubbish, and Recyclable Materials from a Customer's side yard, back yard, or other location that is not Curbside, pursuant to Section 7.7, below.
- 1.95 Sludge** shall mean the accumulated solids, residues and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other waste having similar characteristics.
- 1.96 Solid Waste** shall have the meaning set forth in Section 403.703(35), Florida Statutes, which states that Solid Waste is: "Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or Garbage, Rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations." Solid Waste includes but is not limited to Biomedical Waste, Bulky Waste, Commercial Waste, Construction and Demolition Debris, Disaster Debris, Electronic Equipment, Garbage, Hazardous Material, Land Clearing Debris, Radioactive Waste, Recyclable Materials, Residential Waste, Rubbish, Tires, White Goods, and Yard Waste.
- 1.97 Solid Waste Management Facility** means any Solid Waste disposal area, volume reduction plant, transfer station, Materials Recovery Facility, or other facility, the purpose of which is resource recovery or the disposal, Recycling, processing, or storage of Solid Waste. The term does not include Recovered Materials processing facilities that meet the requirements of Section 403.7046, Florida Statutes, except the portion of such facilities, if any, which is used for the management of Solid Waste.
- 1.98 Single Stream Recyclable Materials** shall mean Recyclable Materials that are separated from the Solid Waste at the location (e.g., Residential Property) where they are generated and then Set Out for Collection at that location.
- 1.99 Storm Debris** shall mean vegetative debris generated by a hurricane, tropical storm, tornado, or other weather conditions that produce high winds and generate greater than normal volumes of Yard Waste including: tree limbs, trunks, branches and stumps; palm fronds; bagged or containerized vegetative debris; and other debris. Storm Debris does not include Yard Waste generated by the normal care and maintenance of lawns or landscaping of Residential Property. Storm Debris does not include any Solid Waste that cannot be accepted for disposal in an approved Yard Waste disposal facility.
- 1.100 Supplemental Collection Service** shall mean any service requested by a Customer or Community (as provided for in Section 9.2) at times, locations, or in quantities that are different than those required in this Agreement for Residential Collection Service on a Scheduled Collection Day. Supplemental Collection Service also include services requested by the County that are in addition to or different than the Collection Services provided to the County under this Agreement.
- 1.101 Tipping Fee** shall mean a fee that must be paid for the disposal of a Solid Waste or Recyclable Material.

1.102 Tires shall mean discarded automotive, motor vehicle, and trailer tires, including rims, but excluding tires that have an inside diameter of 25 inches or greater.

1.103 Transition Period shall mean the period of time between the Effective Date and the Commencement Date.

1.104 Transition Plan shall mean a document describing in detail the activities that will be undertaken, and the schedule that will be followed, by the Contractor to ensure that the Contractor successfully provides Collection Service in compliance with this Agreement on the Commencement Date.

1.105 White Goods shall mean large, discarded appliances (e.g., refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, and air conditioners) that are used by the Customer on the same Residential Property where the White Goods are Set Out for Collection.

1.106 Yard Waste shall mean vegetative matter resulting from landscaping maintenance, including shrub and tree trimmings, grass clippings, palm fronds, and branches.

CONTRACTOR'S FRANCHISE

2.1 EXCLUSIVE FRANCHISE FOR RESIDENTIAL COLLECTION SERVICE

Subject to the conditions and limitations contained in this Agreement, the County hereby grants an exclusive franchise to the Contractor to provide Residential Collection Service within the Service Area. The Contractor shall have the sole right to provide these Collection Services in the Service Area. The Contractor shall have the sole responsibility for providing these Collection Services in compliance with the requirements set forth in this Agreement and Applicable Law.

2.2 LIMITATIONS ON THE CONTRACTOR'S FRANCHISE

This Agreement does not convey any rights or remedies to the Contractor that are not expressly identified herein. No other services or materials are subject to the Contractor's exclusive franchise under this Agreement. Among other things, this Agreement does not give the Contractor any right to collect, transport, process or dispose of: Garbage, Rubbish, Yard Waste, Recyclable Materials, and Bulky Waste that is generated on a Multi-Family Residential Property or a Commercial Property; Industrial Waste; Construction and Demolition Debris; Land Clearing Debris; Special Waste; Hazardous Waste; or any type of Solid Waste generated by commercial, not-for-profit, governmental, or institutional entities or businesses; and Exempt Waste identified in Section 23, below.

2.3 ENFORCEMENT OF THE EXCLUSIVE FRANCHISE

The Contractor shall provide written notice to the County pursuant to Section 74, below, if the Contractor concludes that a Person is not complying with or otherwise infringing upon the Contractor's exclusive franchise under this Agreement. The County shall determine, in its sole discretion, the measures the County will use to ensure that the Contractor's exclusive franchise under this Agreement is not infringed upon by a third party. The County also shall determine, in its sole discretion, how and when it will implement those measures. The Contractor shall have no right to compel the County to undertake any specific action to enforce or maintain the Contractor's exclusive franchise. However, nothing herein restricts the Contractor from exercising its legal and equitable rights and remedies against the Person infringing upon the Contractor's exclusive franchise under this Agreement.

TERM OF THIS AGREEMENT

3.1 INITIAL TERM OF FRANCHISE AGREEMENT

This Agreement shall take effect and be binding upon the Parties from the Effective Date until the date when this Agreement is terminated or expires. The initial term of this Agreement shall begin on the Commencement Date and shall expire at 11:59 p.m. on July 31, 2031, unless this Agreement is terminated earlier.

3.2 COUNTY'S OPTION TO RENEW THE AGREEMENT

The Board shall have the right, but not the obligation, to renew and extend this Agreement for two (2) additional terms of five (5) years each. At the end of the initial term and at the end of the first renewal term (if any), the Board may renew and extend this Agreement, subject to the conditions and Rates, as provided in this Agreement, unless: (a) the Contractor gives written notice to the County Administrator in accordance with the requirements in Section 74, below, that the Contractor is not willing to renew this Agreement; (b) such notice is delivered at least five hundred and fifty (550) calendar days before

the end of the then current term of the Agreement; and (c) the notice expressly informs the County Administrator that the Contractor is not willing to renew this Agreement under such conditions and Rates. Any renewal and extension shall not become effective unless by resolution of the Board.

THE SERVICE AREA

4.1 DESCRIPTION OF THE SERVICE AREA

A map of St. Johns County, Florida, is attached hereto as Exhibit 1. As shown in Exhibit 1, the unincorporated areas of the County have been divided into two (2) sectors, which are labelled the "Northern Service Area" and the "Southern Service Area," respectively. Exhibit 1 also contains legal descriptions for the Northern Service Area and the Southern Service Area. For the purposes of this Agreement, the Service Area shall mean the lands that are located in the both the Northern and Southern Service Areas, as depicted and described in Exhibit 1.

4.2 ADJUSTMENTS TO THE SERVICE AREA

4.2.1 The boundaries of the Service Area may be adjusted if lands are added to or removed from the County pursuant to an annexation, interlocal agreement, or similar change. In such cases, the rights of the Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other Applicable Laws.

4.2.2 The annexation of lands after the Effective Date may require the Contractor to provide Collection Services in the annexed area or, in the alternative, such area may be served by another Person. In either case, the Contractor shall provide its services to the County (with or without the annexed area) for the Rates established in this Agreement. There shall be no change in the Contractor's Rates if Collection Service in the annexed area is provided by another Person.

CONTRACTOR'S OBLIGATIONS PRIOR TO COMMENCEMENT

5.1 CONTRACTOR'S TRANSITION PLAN

The Contractor shall ensure that the Customers and the County do not experience any delay or disruption in service when the Contractor begins to provide its services under this Agreement on the Commencement Date. Accordingly, the Contractor shall prepare and provide the Director with a Transition Plan in compliance with the requirements herein. At a minimum, the Transition Plan shall demonstrate that the Contractor will hire and train the necessary personnel, and procure and prepare the necessary vehicles and equipment, to enable the Contractor to provide its Collection Services in compliance with this Agreement on and after the Commencement Date. The Transition Plan shall contain a detailed description of the steps the Contractor will take, and the schedule for completing each of those steps, as the Contractor prepares for the Commencement Date. The Transition Plan is subject to the approval of the Director. If requested, the Contractor shall provide additional information to the Director concerning the Transition Plan, revise the plan within twenty (20) calendar days, and resubmit the plan for the Director's approval.

5.2 DEADLINES FOR THE CONTRACTOR'S TRANSITION PLANNING

The Contractor shall address the following specific performance requirements in the Transition Plan and shall accomplish them no later than the following deadlines:

- (a) Within two weeks after the Effective Date, the Contractor and the County shall meet and discuss the concepts to be addressed in the Contractor's Transition Plan and any other matters that will help ensure the successful implementation of the Contractor's Transition Plan.
- (b) On or before _____ [The specific date is to be determined ("TBD") before the Agreement is signed by the Parties, but the date will be approximately three weeks after the Effective Date], the Contractor shall provide the Director with a Collection Plan, pursuant to Section 25, below, which shall be subject to Director's approval.
- (c) On or before _____ [TBD; approximately 4 weeks after the Effective Date], the Contractor shall provide the Director with its Transition Plan.
- (d) On or before _____ [TBD; approximately 6 weeks after the Effective Date], the Contractor shall provide the Director with documentation demonstrating that all necessary Collection vehicles and Collection Containers have been ordered and will be delivered to the Contractor's local equipment yard no later than June 15, 2024.

- (e) On or before _____ [TBD; approximately 9 weeks before the Commencement Date], the Contractor shall provide the Director with: (1) a written safety plan covering all aspects of the Contractor's operations under this Agreement, in compliance with the requirements of Section 24, below; and (2) a Contingency Plan, pursuant to Section 37.4, below.
- (f) On or before _____ [TBD; approximately 8 weeks before the Commencement Date], the Contractor shall provide the Director with an electronic (digital) copy of the notice that the Contractor intends to publish in the local newspapers concerning the commencement of the Contractor's Collection Services. The Contractor also shall provide the Director with an electronic (digital) copy of the brochures and informational materials that the Contractor intends to provide to Customers concerning the Collection Services it will provide under this Agreement. The notice, brochures, and informational materials shall contain the information required by Section 36, below.
- (g) On or before _____ [TBD; approximately 6 weeks before the Commencement Date], the Contractor and the Director shall meet and discuss the status of the Contractor's Transition Plan and its implementation.
- (h) On or before _____ [TBD; approximately 2 weeks before the Commencement Date], the Contractor shall confirm in writing to the Director that all of the vehicles and equipment necessary to provide Collection Service have been delivered to the Contractor's equipment yard. In addition, the Contractor shall confirm in writing to the Director that all of the Recycling Carts and other Collection Containers necessary to provide Collection Service have been delivered to the Contractor's equipment yard or will be delivered in accordance with the Contractor's approved schedule. On or before this deadline, the Contractor also shall demonstrate to the Director that the Contractor's computer systems and software programs are fully operational and capable of tracking complaints and service requests in compliance with the requirements in Sections 33.1.4 and 33.1.5, below.
- (i) On or before _____ [TBD; approximately 2 weeks before the Commencement Date], the Contractor shall confirm in writing to the Director that all of the vehicles necessary to provide Collection Service have been registered, licensed, tagged, and equipped, and are ready to perform in compliance with the requirements herein.
- (j) On or before _____ [TBD; approximately 2 weeks before the Commencement Date], the Contractor shall provide the Director with a vehicle list that identifies the make, model, year, tare weight, license tag number, and identification number for each Collection vehicle.
- (k) On or before _____ [TBD; approximately 1 weeks before the Commencement Date], the Contractor shall confirm in writing to the Director that: (1) the Contractor has delivered or will deliver the County-approved notices, brochures, and informational materials to all Customers in compliance with the schedule in Section 36, below; (2) the Contractor has hired and trained all of the employees needed to provide Collection Service in compliance with the requirements in this Agreement; and (3) all of the Contractor's drivers have inspected their Collection Routes and confirmed their ability to complete their Routes on the Scheduled Collection Days.

5.3 THE CONTRACTOR'S CUSTOMER SERVICES DURING TRANSITION

The Contractor shall assign a service representative to work at the County's offices on the Commencement Date and each Operating Day during the first Operating Month (i.e., August 2024). The Contractor's service representative shall assist the County in addressing Customer complaints concerning the Contractor's performance. After one week of operations, the Director may waive the requirements in this Section 5.3 if the Director concludes the County no longer needs the service representative's assistance. During the remainder of the term of this Agreement, the Contractor shall assign a service representative to work at the County's offices if the Director requests assistance, based on the Director's determination that the County needs such assistance to address the Legitimate Complaints that the County receives as a result of the Contractor's performance under this Agreement. The service representative shall be provided within three (3) Operating Days after the Contractor receives the Director's request for assistance. The service representative shall be assigned to the County's office until the Director concludes that the Legitimate Complaints have been reduced to a level that can be handled readily by the County's staff, or for one month, whichever is less.

GENERAL SCOPE OF CONTRACTOR'S DUTIES

This Section 6 describes the general scope of the Contractor's duties under this Agreement. The general requirements in this Section 6 are supplemented by the specific requirements in other sections of this Agreement. Subject to the conditions contained herein, the Contractor shall:

- (a) provide Residential Collection Service as provided for in this Agreement;
- (b) provide Collection Services for the County's transfer stations and the County's Community Events;
- (c) deliver all of the Solid Waste and Single Stream Recyclable Materials it collects under this Agreement to the Designated Facilities;
- (d) comply at all times with the requirements in this Agreement and Applicable Law;
- (e) provide any and all services and supplies necessary to satisfy the requirements of this Agreement, including but not limited to labor, services, supervision, vehicles, machines, equipment, bonds, permits, licenses, registrations, taxes, and franchise fees. The Contractor shall be solely responsible for paying all costs and expenses associated with provisions of such services and supplies. materials, equipment, insurance, and other resources; and
- (f) perform all of its work and satisfy all of its obligations under this Agreement at the Contractor's sole expense, in exchange only for the payments by the County and Customers that are expressly authorized herein.

CONTRACTOR'S SPECIFIC COLLECTION SERVICES

7.1 OVERVIEW OF RESIDENTIAL COLLECTION SERVICE

7.1.1 Subject to the provisions of this Agreement, the Contractor shall collect and transport all of the Residential Waste that is generated in the Service Area and Set Out by Customers.

7.1.2 The Contractor shall provide at least three (3) separate Collection Services for each Customer each week. At least once each week, the Contractor shall provide each Customer with: (a) a separate Collection Service for Garbage, Rubbish, refuse, and similar materials; (b) a separate Collection Service for Yard Waste; and (c) a separate Collection Service for Single Stream Recyclable Materials. Each one of these three (3) collection services shall be provided on a regularly scheduled basis each week (i.e., on a Scheduled Collection Day), but all of the Collection Services do not need to be provided on the same day.

7.1.3 The Contractor shall provide Collection Service for Bulky Waste, including White Goods, at least once each week on an "on call" basis (i.e., the Customer must request the service).

7.2 RESIDENTIAL COLLECTION SERVICE FOR GARBAGE AND RUBBISH

7.2.1 Subject to the conditions herein, the Contractor shall collect all of the Garbage and Rubbish that a Customer Sets Out at Curbside in Garbage Cans, Plastic Bags, and similar receptacles.

7.2.2 The Contractor is not required to collect loose (non-containerized) Garbage and Rubbish, or a Garbage Can or other receptacle that is larger than thirty-two (32) gallons in size. The Contractor is not required to collect any Garbage Can, other receptacle, or Plastic Bag that weighs more than fifty (50) pounds.

7.2.3 If the Contractor leaves any Garbage or Rubbish at Curbside, the Contractor shall comply with the requirements in Section 17.1, below.

7.3 RESIDENTIAL COLLECTION SERVICE FOR RECYCLABLE MATERIALS

7.3.1 Except as otherwise provided in Section 7.3.2, below, the Contractor shall collect all of the Program Materials that a Customer Sets Out at Curbside in Recycling Carts. More specifically, the Contractor shall collect all of the following: (a) Fiber Products; (b) Recyclable Carts; and (c) other Single Stream Recyclable Materials that are designated by the County Administrator pursuant to Section 7.3.5, below. These materials shall be collected in a "single stream" – i.e., all of them will be collected together in the Recycling Cart. In addition, the Contractor shall collect corrugated cardboard that is flattened, cut into pieces no larger than three feet (3') by three feet (3') in size, and placed at Curbside next to the Customer's Recycling Cart.

7.3.2 If the Contractor sees that a Customer's Recycling Cart contains Contaminated Recyclable Material, the Contractor shall leave the Contaminated Recyclable Material at Curbside. However, the Contractor is not required to inspect the contents of a Recycling Cart before the Contractor collects the contents of that cart.

7.3.3 The Director shall have the exclusive authority to resolve any dispute as to whether the contents of a Recycling Cart or Load constitute Contaminated Recyclable Material. The Director's determination may be based on any visual inspection or measurement that the Director deems sufficient, including a visual inspection of photographs of the container's contents.

7.3.4 If the Contractor leaves any Contaminated Recyclable Material at Curbside, the Contractor shall comply with the requirements in Section 17.1, below.

7.3.5 The County Administrator has the authority to revise the County's list of Program Materials from time-to-time, as the County Administrator deems appropriate. Before the County Administrator adopts any revisions to the list of Program Materials, the County Administrator shall consult with the Contractor to determine whether, and the extent to which, the revisions will warrant an amendment to the terms, conditions, or Rates in this Agreement.

7.4 RESIDENTIAL COLLECTION SERVICE FOR BULKY WASTE AND WHITE GOODS

7.4.1 Subject to the conditions herein, the Contractor shall collect all of the Bulky Waste Set Out at Curbside by a Customer.

7.4.2 Collection Service for Bulky Waste shall be provided to each Customer each week, on the scheduled Garbage collection day, provided the Bulky Waste has been placed at the Curbside Collection Point. White Goods shall be collected within five (5) operating days of Customer notification to Contractor of White Goods being placed at the Curbside Collection Point, as described in Section 33.1.5 herein.

7.4.3 If the Contractor leaves any Bulky Waste at Curbside, the Contractor shall comply with the requirements in Section 17.1, below.

7.5 RESIDENTIAL COLLECTION SERVICE FOR YARD WASTE

7.5.1 Subject to the conditions herein, the Contractor shall collect all of the Yard Waste that a Customer Sets Out at Curbside at each Residential Property in the Service Area.

7.5.2 Yard Waste, including grass clippings, leaves, pine needles, and similar small, loose items, may be Set Out at Curbside in Garbage Cans, biodegradable paper bags, or plastics bags, which must be less than 33-gallons, and weigh less than fifty (50) pounds. Yard Waste also may be tied, bundled, or stacked in neat piles at Curbside, provided any single piece of Yard Waste is less than six (6) feet in length, and weighs less than fifty (50) pounds.

7.5.3 The Contractor shall collect any natural Christmas tree that is Set Out at Curbside, unless the Christmas tree exceeds six (6) feet in length or fifty (50) pounds in weight.

7.5.4 If the Contractor leaves any Yard Waste at Curbside, the Contractor shall comply with the requirements in Section 17.1, below.

7.6 RESIDENTIAL COLLECTION SERVICE FOR EXCESS AND OVERSIZED MATERIALS

This Agreement establishes certain limits on the amount of material that the Contractor must collect from a Customer on a single Operating Day. At its option, the Contractor may collect excess and oversized materials as part of its routine Collection Service for Customers. In the alternative, the Contractor may collect excess and oversized materials as a Supplemental Collection Service, in compliance with the requirements in Section 9, below.

7.7 RESIDENTIAL SIDE DOOR SERVICE

The Contractor shall provide Side Door Service, to a Curbside Customer if the County determines that the Curbside Customer is physically unable to deliver their Garbage, Rubbish, and Recyclable Materials to the Curbside and there are no able-bodied people living with the Curbside Customer. However, the Contractor is not obligated to provide Side Door Service for Yard Waste, White Goods, or Bulky Waste. The Contractor also is not obligated to provide Side Door Service to any location that is not accessible. For the purposes of this Section 7.7, an accessible location is: (a) in the Customer's

front yard, side yard or back yard; (b) within two hundred feet (200') of the nearest road or public right-of-way; (c) not inside an enclosure; (d) not behind a gate; and (e) not within a fenced area. The Director shall resolve any disputes concerning this Section 7.7, including disputes as to whether a Customer is eligible for Side Door Service or whether a location is accessible. An additional fee for Side Door Service shall not be charged for Customers pursuant to this Section 7.7.

CONTRACTOR'S COLLECTION SERVICES FOR THE COUNTY

8.1 COLLECTION OF CARDBOARD AT COUNTY TRANSFER STATIONS

The Contractor shall collect corrugated cardboard from the County transfer station located in the Service Area. Exhibit 8 identifies the type and level of Collection Service to be provided, beginning on the Commencement Date.

8.2 COMMUNITY EVENTS

The Contractor shall provide Collection Service, without charge, for up to six (6) Community Events (e.g., community clean-ups, parades, and other special events) per Operating Year. The Director will designate each Community Event and shall request the Contractor's Collection Services in writing at least thirty (30) days before the event. The Director also shall designate the specific number and size of the Collection Containers required for each Community Event. The Contractor shall provide up to four (4) Roll-Off Containers (40 cubic yards each) per Community Event or other types of Collection Containers with an equivalent capacity.

8.3 COUNTY'S SOLID WASTE MANAGEMENT PROGRAM AND PUBLIC EDUCATIONAL ACTIVITIES

The Contractor shall assist the County with its efforts to enhance the County's solid waste management and recycling programs. The Contractor also shall assist the County with the development of educational programs and materials concerning integrated Solid Waste management practices, including Recycling. Further, the Contractor shall assist in presentations to schools, civic groups, homeowners' associations, and other groups, when requested to do so by the Director. The Director shall request Contractor's participation in writing at least thirty (30) days before the activity. The Contractor shall provide these in-kind services when requested, but the Contractor is not obligated to provide direct financial contributions to the County or any other Person.

8.4 SUPPLEMENTAL COLLECTION SERVICES FOR THE COUNTY

The Contractor shall provide Supplemental Collection Services for the County, on a temporary basis, if the Director requests such services and confirms in writing that the County will pay the applicable Rates. For example, the Contractor may provide services to: (a) assist with the collection of Residential Waste in areas of the County that are outside the Contractor's Service Area, in the event that the Director concludes additional Collection Services are needed in those areas; (b) transport Roll-Off Containers from the County's transfer station in the Service Area to the Designated Facility for Garbage and Rubbish; and (c) collect and transport storm debris pursuant to Exhibit 10, attached.

SUPPLEMENTAL COLLECTION SERVICES

9.1 GENERAL PROVISIONS

The Contractor may provide Supplemental Collection Services to its Customers, the County, and Communities (as defined in Section 9.2, below). Supplemental Collection Services for Customers include the Collection of excess and oversized material pursuant to Section 7.6, above. Supplemental Collection Services for the County include the services described in Section 8.4, above. Supplemental Collection Services for Communities include the services described in Section 9.2, below. In addition, Supplemental Collection Services include any other services that are not expressly required in this Agreement. The Contractor shall be paid for Supplemental Collection Services pursuant to Section 39.4, below.

9.2 SUPPLEMENTAL COLLECTION SERVICES FOR COMMUNITIES

9.2.1 For the purposes of this Section 9.2 only, a "Community" shall mean an established homeowners association, a municipal service district, or other legal entity that is responsible for the financial obligations of a group of Customers residing in a neighborhood, subdivision, or other area where the Customers live in proximity to one another.

9.2.2 Subject to the conditions herein, the Contractor shall provide Supplemental Collection Services to a Community that agrees to pay the Contractor's Rates. For example, the Contractor shall provide an additional Collection Service for Garbage and Rubbish each week, or Side Door Service for able-bodied residents, or Collection Service at a central location, if such services are requested by a Community in compliance with the requirements in this Section 9.2.

9.2.3 To obtain Supplemental Collection Services, the Community shall enter into a written agreement with the Contractor. The written agreement shall provide that the Community is solely responsible for the payment of the Contractor's Rates for all Supplemental Collection Services provided to the Community. Further, the written agreement shall provide that the Supplemental Collection Services shall be provided to all existing and future Residential Property in the Community. The Rates for the Supplemental Collection Services shall be negotiated by the Community and the Contractor, but shall be subject to the Director's approval. The Rates shall be subject to the County's Franchise Fee and the requirements in Section 39.8, below.

HOURS AND DAYS OF CONTRACTOR'S COLLECTION SERVICES

10.1 Contractor shall provide Collection Services in the Service Area every day of the year, except Sundays and Holidays.

10.2 Contractor shall provide regularly scheduled Residential Collection Service from 6:00 a.m. until 6:00 p.m., Monday through Friday, and unscheduled residential collection service from 7:00 a.m. until 2:00 p.m. on Saturdays. The Contractor may extend its hours of operation for the Collection of Yard Waste and Bulky Waste until 8:00 p.m., Monday through Friday, from March through September.

10.3 If the County receives complaints about the noise or disturbance caused by the Contractor's Collection Services at a particular location, the Director may restrict the times for the Contractor's Collection Services at that location, without increasing the Contractor's Rates.

10.4 Notwithstanding anything else contained herein, the hours and days of Collection Service may be extended or modified: (a) when such change is requested by the Contractor and approved in advance by the Director; and (b) when the Director determines that such change is necessary or otherwise appropriate to protect the public health, safety, or welfare.

SCHEDULES AND ROUTES FOR COLLECTION SERVICES

11.1 SCHEDULES AND ROUTES

The Contractor shall establish Collection Routes and schedules that satisfy the requirements of this Agreement and maximize the efficiency of the Contractor's operations. However, to the extent practicable, the Contractor also shall attempt to minimize any changes to the existing Routes and schedules used for Customers prior to the Commencement Date. The Routes established under this Agreement shall be separate from the Routes the Contractor uses for the Collection of Solid Waste generated outside of the Service Area (e.g., in a municipality or another county). The Contractor shall submit its proposed Collection Routes and schedules to the Director as part of the Contractor's Collection Plan. The Contractor's Plan, including the proposed Collection Routes and schedules, shall be subject to the Director's approval, which shall not be unreasonably withheld. After the Director's approval is granted, the Contractor shall provide Collection Service in accordance with the approved Routes and schedules in the Collection Plan. However, the Director may approve a waiver of the requirements in this Section 11.1 if the Contractor demonstrates to the Director's satisfaction that a waiver is in the public interest.

CHANGES TO COLLECTION SCHEDULES AND ROUTES

12.1 NO CHANGES WITHOUT DIRECTOR'S APPROVAL

After the Commencement Date, the Contractor shall not change a Route or Scheduled Collection Day for Residential Collection Service unless the Contractor receives the Director's prior written approval for the proposed change. The Contractor shall submit all proposed Route and Schedule Collection Day changes to the Director at least thirty (30) calendar days before implementing the proposed changes.

12.2 HOLIDAY SCHEDULES

When a Customer's Scheduled Collection Day falls on a Holiday, the Contractor shall collect the Customer's Residential Waste on an alternate day, immediately before or after the Holiday. The Contractor shall provide advance notice to each affected Customer concerning any alternate collection days. Notwithstanding the foregoing, the Contractor may propose and the Director may approve alternate schedules for the Collection of Residential Waste on and after a Holiday.

12.3 PUBLIC NOTICE OF CHANGES TO ROUTES OR SCHEDULES

12.3.1 If the Director approves a permanent change in the Contractor's Scheduled Collection Days or Routes as provided for in Section 12.1, Contractor shall provide notice to all affected Customers pursuant to the requirements in Section 36.4.

12.3.2 If the Director approves a temporary change in the Contractor's Scheduled Collection Days or Routes because of the Player's Championship in Ponte Vedra Beach, the Director shall require the Contractor to provide public notice of the changes pursuant to Section 36, below. The Director shall consult with the Contractor to determine the most efficient way to provide notice concerning this event.

12.4 NOTICE OF TEMPORARY DELAYS

The Contractor shall inform the Director about any event (e.g., disabled trucks, accidents, or shortage of staff) that will cause delays in the Contractor's normal Collection schedule. The Contractor shall provide such notice within two (2) hours of the event causing the delay.

12.5 NO DELAYS EXCUSED FOR FLUCTUATIONS IN SOLID WASTE QUANTITIES

The quantity of Solid Waste generated in the County may fluctuate during each Operating Year and from year-to-year. These fluctuations will not justify or excuse a failure by the Contractor to provide Collection Service in compliance with the approved schedules and Routes. The Contractor is responsible for the timely Collection of all Solid Waste and Recyclable Material that is Set Out on the Scheduled Collection Days, subject to the conditions herein, regardless of any fluctuations in the amount of material that is Set Out. The Contractor must plan ahead and implement appropriate measures to ensure that the Contractor has sufficient equipment and personnel to manage (a) the increased quantity of Yard Waste that typically is Set Out in March and April, (b) the increased quantity of Solid Waste that will be generated as the County's population grows, and (c) other seasonal and demographic changes that affect the quantity of Solid Waste and Recyclable Material generated in the County.

SECTION 13: RESERVED.

SECTION 14: THE CUSTOMER LIST

14.1 The County shall prepare a Customer List, which shall identify each parcel of Residential Property and each Dwelling Unit that is entitled to receive Residential Collection Service from the Contractor pursuant to this Agreement. No later than ninety (90) calendar days before the Commencement Date, the County shall provide its preliminary Customer List to the Contractor. The preliminary Customer List shall be based on the County's preliminary Assessment Roll, and it shall be subject to any additions or deletions deemed appropriate by the County. If the Contractor believes the Customer List is inaccurate or incomplete, the Contractor shall promptly notify the Director about any proposed additions, deletions, or other revisions to the Customer List.

14.2 The Contractor shall have an affirmative duty to help ensure that the Customer List is accurate and does not include undeveloped lots, empty homes or dwelling units, or abandoned property. The Contractor shall notify the County within five (5) Operating Days if the Contractor identifies a Residential Property that should be added to or deleted from the Customer List.

14.3 The County shall notify the Contractor promptly after a Certificate of Occupancy is issued by the County for Residential Property in the Service Area. After receiving this notification, the Contractor shall begin to provide Residential Collection Service to such property within three (3) Operating Days, except as otherwise provided herein.

14.4 The County shall notify the Contractor if the County wants the Contractor to terminate its Residential Collection Service to a parcel of Improved Property. The Contractor shall terminate its Residential Collection Service within three (3) Operating Days after receiving the County's notice.

14.5 The County shall adjust the Customer List, upward or downward, once each Operating Month based on the County Building Department's latest data concerning the issuance of new certificates of occupancy for Residential Property and mobile homes, and the issuance of demolition permits, and other relevant information.

SECTION 15: PROPER COLLECTION PROCEDURES FOR CONTRACTOR

15.1 When providing Collection Services, the Contractor shall thoroughly empty the Customer's Collection Containers

and return them in an upright position to the location where they were placed by the Customer. The Contractor shall not place a Collection Container in a location where the container obstructs a sidewalk, street, alley, or driveway.

15.2 After the Contractor empties a Collection Container that has a lid, the Contractor shall place the lid back on top of the Collection Container and close it securely. This requirement does not apply to Recycling Carts that are collected with fully-automated equipment (e.g., automated side-loading trucks).

15.3 The Contractor shall handle Collection Containers carefully and, in a manner, to prevent damage. Garbage Cans, Recycling Carts, and their lids shall not be tossed or thrown by the Contractor.

15.4 The Contractor shall provide Collection Service with as little noise and disturbance as possible.

15.5 The Contractor shall be responsible for the proper handling of any White Goods and Electronic Equipment that the Contractor collects. The Contractor shall take appropriate steps to minimize the release of Freon, coolants, and other similar materials from White Goods. The Contractor also shall take appropriate steps to minimize the breakage of cathode ray tubes in Electronic Equipment. At a minimum, the Contractor shall not crush or compact White Goods or Electronic Equipment that are Set Out at Curbside for Collection as Bulky Waste. However, the Customer is not required to remove Freon, coolants, or other similar materials from White Goods before the White Goods are Set Out and the Contractor is not required to remove such materials from the White Goods before the White Goods are collected.

SECTION 16: RESTRICTIONS ON COLLECTION OF MIXED LOADS

16.1 During the Collection process, the Contractor may combine Garbage and Rubbish in a Collection Container. The Contractor also may combine Garbage and Rubbish in a Collection vehicle's Load.

16.2 During the Collection process, Contractor shall not combine Single Stream Recyclable Materials and Electronic Equipment with each other or with any other type of material. However, the Contractor shall have no obligation to separate these materials if the Customer placed them in a Collection Container with Garbage or other types of Solid Waste.

16.3 During the Collection process, the Contractor shall not combine Bulky Waste or Yard Waste with Garbage, Rubbish, Single Stream Recyclable Materials, or Electronic Equipment.

16.4 During the Collection process, the Contractor shall not combine Residential Waste collected in the Service Area with Solid Waste or other materials collected outside of the Service Area.

16.5 During the Collection process, the Contractor shall not combine Residential Waste collected in the Service Area with Commercial Waste.

16.6 During the Collection process, the Contractor shall not collect Single Stream Recyclable Materials with a vehicle that is used for the Collection of Garbage or other types of Solid Waste.

16.7 If necessary, the Director may designate other materials that shall be handled separately under this Agreement.

16.8 Notwithstanding the foregoing, the Director may grant relief from any restriction in this Section 16, and thus allow the Contractor to combine different types of Solid Waste and Recyclable Materials, if the Director determines that this practice will be in the public interest. In such cases, the Contractor shall submit a written request to the Director, describing the specific procedures that will be established to properly account and pay for the management of the mixed materials. The Director may grant or deny the request, in his or her sole discretion.

SECTION 17: NON-COLLECTION PROCEDURES

17.1 The Contractor shall place a Non-Collection Notice on a Customer's Collection Container if the Contractor decides that the Contractor will not collect the Customer's Residential Waste because it was not properly Set Out, contains Contaminated Recyclable Material, exceeds established quantities for type of Residential Waste, or is otherwise not accepted by the Contractor pursuant to the terms and requirement of this Agreement. The Non-Collection Notice shall be placed on or attached to the Customer's waste materials if the waste is not inside a Collection Container (e.g., Bulky Waste). In all cases, the Non-Collection Notice shall be placed in a location where the notice is conspicuous and will be readily seen by the Customer. The Contractor shall notify the Director about the Non-Collection Notice on the same Operating Day that

the Non-Collection Notice is issued. The notice to the Director shall identify the Customer's street address and the reason for not collecting the Customer's waste. If the Contractor does not place a Non-Collection Notice on the Customer's Collection Container, the Director may require the Contractor to return to the Customer's Premises and collect the waste. If the Director notifies the Contractor before 12 p.m. (noon), the Collection shall be completed before the end of that Operating Day. If the Director notifies the Contractor after 12 p.m. (noon), the Collection shall be completed before noon on the next Operating Day.

17.2 If the Contractor determines a Customer's Recycling Cart contains Non-Conforming Material or Contaminated Recyclable Materials, the Contractor shall leave Non-Conforming Material and Contaminated Recyclable Materials in the Customer's Recycling Cart and place a Non-Collection Notice on the container, explaining why the material was not collected. The Contractor is not obligated to look inside a Recycling Cart, or otherwise inspect the contents inside the container, before collecting the materials in that container.

17.3 The Contractor shall not collect Residential Waste from a Customer if the Contractor believes the Residential Waste contains Hazardous Material, Radioactive Waste, or Biomedical Waste. In such cases, the Contractor shall place a Non-Collection Notice on the Collection Container, take photographs of the improper waste (if possible), and immediately notify the Field Supervisor. If the generator of such waste is unknown, the Contractor shall work with the Director to identify the generator and identify an appropriate method to remove and dispose of the waste in a lawful manner.

17.4 If a Collection Container is temporarily inaccessible due to causes beyond the Contractor's control (e.g., a blocked street), the Contractor shall provide Collection Service later the same day, whenever feasible. If it is not feasible, the Contractor shall leave a Non-Collection Notice and provide Collection Service on the next Operating Day. In such cases, the Contractor shall take photographs to document that the Customer's Collection Container was inaccessible.

17.5 The Contractor shall promptly notify the Director about any Customer that routinely fails to comply with the Set-Out requirements in this Agreement. For example, the Contractor shall notify the Director if a Curbside Customer routinely places: (a) more than fifty (50) pounds of Garbage, Rubbish, or Yard Waste in a Garbage Can or Plastic Bag; or (b) Contaminated Recyclable Material in their Recycling Cart.

17.6 The design and content of the Non-Collection Notices shall be developed by the Contractor but shall be subject to the approval of the Director. At a minimum, the Non-Collection Notices shall contain the following information: (a) the issuance date; (b) the Contractor's reason for not providing Collection Service; (c) information advising the Customer how to correct the problem; and (d) the telephone number and email address to use if the Customer has any questions for the Contractor.

SECTION 18: PROCEDURES FOR MISSED COLLECTIONS

If the Director or a Customer notifies the Contractor about a Missed Collection, the Contractor shall promptly return to the Customer's Premises and collect all of the Residential Waste and Single Stream Recyclable Material that has been Set Out for Collection. The Contractor shall collect such material before the end of that Operating Day if the Contractor is notified before 12 p.m. (noon). If the Contractor is notified after 12:00 p.m. (noon), the Collection shall be completed before noon on the next Operating Day. The requirements in this Section 18 shall not apply if the Contractor presents photographs or other relevant information demonstrating to the Director's reasonable satisfaction that the Contractor provided timely Collection Service to the Customer, but the Customer failed to Set Out their Residential Waste or Single Stream Recyclable Material in a timely manner.

SECTION 19: PROTECTION OF PRIVATE AND PUBLIC PROPERTY

19.1 The Contractor's employees shall not trespass on private property; provided, however, the Contractor's employees may walk on a Customer's property when providing Collection Service (e.g., Side Door Service) pursuant to this Agreement. The Contractor's employees shall follow the sidewalk for pedestrians and shall not cross a Customer's property to an adjoining property, unless the occupants or owners of both properties have given their prior written permission. The Contractor's employees shall not loiter on or meddle with any property of any other Person.

19.2 The Contractor's employees shall not damage any public or private property, including roads, driveways, sidewalks, utilities, trees, flowers, shrubs, grass, and Collection Containers.

19.3 The Contractor shall not damage trees in the County. Among other things, the Contractor shall not drive large vehicles on narrow streets, or drive tall vehicles under overhanging limbs, where the vehicles will break or damage the tree limbs. The Contractor also shall not damage tree trunks or roots when collecting Yard Waste or other materials (e.g., when Collecting Yard Waste with a clamshell bucket).

19.4 The Contractor shall promptly restore the soil and grade at any location where the Contractor's Collection of Yard Waste or other material creates a depression that is six (6) inches or more below the surrounding grade (e.g., when collecting Yard Waste with a clamshell bucket). The Contractor shall fill such depressions, restore the grade to match the surrounding area, and replace any sod that has been destroyed by the Contractor's actions.

19.5 The Contractor shall instruct its employees concerning the proper procedures to be followed when there is an accident involving damages to public or private property. At a minimum, if the Contractor's employee causes such damage, the employee shall immediately notify the Field Supervisor and the property owner. If the property owner is not known or readily identifiable, the driver shall leave a notice that includes the Contractor's name and phone number.

19.6 The Contractor shall be solely responsible for all damages, costs, and liabilities associated with the repair, restoration, or replacement of any property that has been damaged by the Contractor's equipment, employees, or agents, to the extent that such damage was caused by or results from the action of the Contractor, its employees, or agents. The Contractor shall promptly investigate and respond to any claim concerning property damage. If the Director or a Customer notifies the Contractor before 12 p.m. (noon) concerning any such damage, the Contractor shall investigate and respond to the Director and Customer before the end of that day. If the Director or a Customer notifies the Contractor after noon, the Contractor shall investigate and respond to the Director and Customer before noon on the next Operating Day. The Contractor shall repair any damage within three (3) Operating Days, unless the Contractor requests and the Director grants an extension of time. If the Contractor uses continuous and diligent efforts to meet the deadlines in this Section 19.6, but nonetheless is unable to comply, the Director shall grant reasonable extensions of time for the work required herein. In all cases, the Contractor shall restore the public or private property to a condition that is at least equal to the condition that existed before the damage occurred. Any disputes concerning the Contractor's schedule and obligations for the repair of property damages shall be resolved by the Director. If the Contractor fails to complete the necessary work in compliance with the schedule and requirements established by the Director, the County may hire a third party to perform the work and then deduct the cost of the work from the County's payments to the Contractor. In all cases, the County also may deduct the direct and indirect costs that are incurred by the County when responding to property damages caused by the Contractor.

19.7 In all cases, the Contractor may submit photographs, GPS data, or other relevant information to demonstrate that the Contractor did not cause the damage. The Director shall fairly consider all such information before the Director decides whether the Contractor must undertake any repairs or other work pursuant to this Section 19.

SECTION 20: CONTRACTOR ACCESS TO STREETS & COLLECTION CONTAINERS

20.1 Except as otherwise provided herein, Contractor shall have the right to use all of the public roadways in the County.

20.2 The Contractor shall use suitable vehicles and equipment (e.g., smaller trucks), as necessary, to provide Collection Service on narrow and dead-end streets, unpaved streets, private roads, and other areas where access is limited.

20.3 The Contractor's vehicles shall not enter or drive upon any private driveway or Improved Property, to turn around or for any other purpose, unless the Contractor has received the owner's prior written permission to do so.

20.4 The Contractor's vehicles shall not unreasonably interfere with vehicular or pedestrian traffic. The Contractor's vehicles shall not be left unattended on streets or alleys.

20.5 The County reserves its right to deny the Contractor's vehicles access to certain streets, alleys, bridges, and roadways when the County is repairing such areas or the County otherwise determines it is in the public's best interest to restrict access. Whenever possible, the County shall provide the Contractor with reasonable notice of such restrictions so that the County's action does not unduly interfere with the Contractor's normal operations.

20.6 If the Contractor cannot provide Collection Service to a Customer because a public or private street is temporarily closed to vehicular traffic, the Contractor shall return no later than the next Operating Day to provide service to the

Customer. If the street is still closed at that time, the Contractor shall provide Collection Service to the Customer on the next Scheduled Collection Day.

20.7 If access to a street, alley, bridge, or public or private roadway becomes impassable or if access is denied for any reason, the Contractor shall work with the Customer to determine a mutually acceptable location for the Collection of the Customer's waste. If a mutual agreement cannot be reached, the Contractor shall provide Collection Service from the nearest public roadway that is accessible by the Contractor's Collection vehicle or from a location specified by the Director.

20.8 If the Contractor encounters a situation (e.g., dogs; low-hanging electrical wires; unruly Customer; other potentially unsafe conditions) that prevents the Contractor from gaining the access needed to provide Collection Service in compliance with this Agreement, and the Contractor is unable to resolve the situation with the Customer, then the Contractor shall report the problem to the Director and the Director shall resolve the problem. The Contractor and the Customer shall take such action as the Director deems necessary and appropriate to enable the Contractor to provide Collection Service to the Customer.

SECTION 21: THE COUNTY'S DESIGNATED FACILITIES

21.1 The Contractor shall deliver all of the Residential Waste and Single Stream Recyclable Material collected pursuant to this Agreement to a Designated Facility.

21.2 The Designated Facilities for Garbage and Rubbish are: (a) the County's Stratton Road Transfer Station, which is located at 250 North Stratton Road, St. Augustine, Florida 32095; and (b) the County's Tillman Ridge Transfer Station, which is located at 3005 Allen Nease Road, Elkton, Florida 32033.

21.3 The Designated Facility for Single Stream Recyclable Materials shall be any fully licensed and permitted Materials Recovery Facility or Recovered Materials processing facility where the County's Single Stream Recyclable Material will be Recycled. However, the Contractor shall not deliver the County's Single Stream Recyclable Material to any such facility until the Director has given his or her written approval. The Director shall not unreasonably withhold or delay such approval. All costs of transporting and depositing the Recyclables with the Recyclables Processing Facility or the end market shall be at the sole expense of Contractor.

21.4 The Designated Facility for Bulky Waste (excluding White Goods) is Tillman Ridge and Stratton Road Transfer Station facilities located at 3005 Allen Nease Rd., Elkton, FL 32033 and 250 N. Stratton Road, St. Augustine, FL 32095. The Designated Facility for White Goods is the Tillman Ridge facility located at 3005 Allen Nease Road, Elkton, FL 32033.

21.5 The Designated Facility for Yard Waste processing shall be any fully licensed and permitted processing facility where the County's residential Yard Waste will be delivered for disposal or reused. However, the Contractor shall not deliver the County's Yard Waste to any such facility until the Director has given his or her written approval. The Director shall not unreasonably withhold or delay such approval. All costs of transporting and depositing the Yard Waste to the Processing Facility or the end market shall be at the sole expense of Contractor.

SECTION 22: SPILLAGE AND LITTER BY CONTRACTOR

22.1 The Contractor shall not cause or allow any Solid Waste, liquid, or other material to be spilled, released, or otherwise dispersed in the County as a result of the Contractor's activities.

22.2 The Contractor shall immediately pick up any spillage or litter from Collection Containers that is caused by the Contractor.

22.3 When hauling or transporting any material over public roads in the County, the Contractor shall use a covered or enclosed vehicle or other device to prevent the material from falling, blowing, or escaping from the vehicle. The hopper door on a Collection vehicle shall be closed whenever the vehicle is traveling in excess of twenty (20) miles per hour on a public or private road. The Contractor shall immediately stop and pick up any Solid Waste or other material that escapes from or is scattered by the Contractor's vehicle.

22.4 The Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law (Section 403.413, Florida Statutes) or the Ordinances. The Contractor shall immediately stop its vehicle and retrieve any litter that is released or falls from the Contractor's vehicle.

22.5 The Contractor shall immediately clean up any oil, hydraulic fluid, or other liquid that leaks or spills from Contractor's vehicles. The Contractor also shall repair, or pay for the repair of, any damage associated with such leaks or spills. The requirements in Section 19.6 shall apply to the Contractor's actions under this Section 22.5.

22.6 If the Director or a Customer notifies the Contractor before 12 p.m. (noon) that the Contractor caused litter, or caused a leak or spill of Solid Waste, oil, hydraulic fluid, or other liquids or materials, the Contractor shall clean up the liquids and materials before the end of that Operating Day. If the Director or a Customer notifies the Contractor after noon, the Contractor shall clean up the liquid or material before noon on the next Operating Day. However, the Contractor shall not be required to clean up litter, leaks, or spills in any case where the Contractor demonstrates to the Director's reasonable satisfaction that the Contractor did not cause the litter, leak, or spill.

SECTION 23: EXEMPT WASTES

23.1 The following types of Exempt Waste are not subject to the Contractor's exclusive franchise under this Agreement. These Exempt Wastes may be collected by the owner or occupant of the Improved Property where the Exempt Waste is generated, or by their agent, and taken to any Solid Waste Management Facility or other facility that is licensed to receive such material. This Agreement does not prohibit the Contractor from collecting Exempt Waste as a Supplemental Collection Service, provided that the Contractor complies with all Applicable Law when collecting such material, including any applicable requirements in the Ordinances.

- A. Commercial Waste
- B. Recovered Materials generated on Commercial Property
- C. Solid Waste and Recyclable Materials generated at a Multi-Family Complex
- D. Land Clearing Debris
- E. Yard Waste generated by a Commercial Lawn Care Company or plant nursery
- F. Roofing materials generated, collected, and transported by a roofing company
- G. Excavated fill and earthen material
- F. Solid Waste and by-products generated from an industrial process
- G. Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations
- H. Trash and debris generated by or resulting from farming operations
- I. Wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts, including used oil, tires, and lead-acid batteries
- J. Boats, boat motors, and boat trailers
- K. Disaster Debris
- L. Hazardous Material, Biomedical Waste, and Radioactive Waste
- M. Sludge
- N. Construction and Demolition Debris
- O. Asphalt removed from a parking lot or other paved area
- P. Materials and wastes similar to those listed above, when designated by the Director.

23.2 Pursuant to Section 403.7046(3), Florida Statutes, nothing in this Agreement requires a commercial establishment to sell or convey its Single Stream Recovered Materials to the County or a facility designated by the County. Nothing contained in this Agreement restricts the right of a commercial establishment to sell or convey the establishment's Single Stream Recovered Materials to a properly certified Recovered Materials dealer that has satisfied the requirements in Section 403.7046, Florida Statutes.

SECTION 24: THE CONTRACTOR'S SAFETY PROGRAM

24.1 The Contractor shall develop, implement and maintain a written safety plan for all of its operations under this Agreement. The safety plan shall comply with all OSHA requirements and other Applicable Laws. A written copy and an electronic copy of the safety plan shall be provided to the Director for informational purposes. The County's receipt of the safety plan shall not constitute the County's approval of the plan or the County's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.

24.2 The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.

24.3 The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA and all Applicable Laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the Contractor's training programs, and the successful training of each employee, shall be maintained on file and shall be provided to the Director upon request.

24.4 The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.

24.5 The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner. Among other things, the drivers of the Contractor's Collection vehicles shall be instructed that they shall not "text" or talk on their telephones while they are driving a Collection vehicle that is moving.

24.6 The Contractor's safety plan shall include a written procedure for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance.

24.7 The Contractor shall regularly update its safety plan to reflect any changes in the Contractor's operations. The Contractor shall deliver an updated safety plan to the Director with the Contractor's annual report, pursuant to Section 35.4, below.

SECTION 25: THE CONTRACTOR'S COLLECTION PLAN

25.1 The Contractor shall prepare a Collection Plan that describes in detail how the Contractor will provide Collection Service in compliance with the requirements in this Agreement. At a minimum, the Collection Plan shall identify and describe the vehicles, equipment, personnel, Routes, and schedules the Contractor will use for each type of Collection Service. The Collection Plan shall include all the vehicles and personnel that the Contractor promised to commit to the County, as described in the Contractor's response to the County's RFP and as summarized in Exhibit 7. The Collection Plan shall include a legible map for each Collection Route. The map shall identify: (a) the Operating Days when Collection Service will be provided; (b) the starting and ending points for each Route; (c) the type of Collection Service that will be provided on each Route on each Scheduled Collection Day; and (d) the type of Collection vehicle and the cargo capacity of each Collection vehicle that will be used on each Route.

25.2 The Collection Plan shall identify each Designated Facility that will receive the materials collected by the Contractor pursuant to this Agreement.

25.3 The Collection Plan shall identify the procedures that will be used by the Contractor to ensure that the County is not billed inappropriately for the Collection, disposal, or Recycling of Solid Waste or other materials. Among other things, the Collection Plan shall identify the procedures that will be used by the Contractor to ensure that each Designated Facility is fully informed whenever the Contractor delivers Solid Waste or other material for which the Contractor, rather than the County, must pay the applicable Tipping Fee.

25.4 If requested by the Director, the Collection Plan shall include the manufacturer's specification sheets for the Collection Containers provided by the Contractor under this Agreement.

25.5 An updated Collection Plan shall be submitted to the Director within ten (10) days whenever the Contractor changes a Route or other component of the plan.

25.6 At least seven (7) days before the Commencement Date, the Collection Plan shall be updated to include all of the vehicle information required pursuant to Section 5.2(k), above. Thereafter, the Collection Plan shall be updated whenever the Contractor adds or removes a Collection vehicle from service under this Agreement.

25.7 The Collection Plan and all revisions to the plan are subject to the Director's prior written approval. The Contractor shall provide its services in compliance with the approved Collection Plan, unless the Director has given prior written approval for a deviation from the plan.

SECTION 26: OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS

26.1 For the purposes of this Agreement, Solid Waste and Single Stream Recyclable Material including Yard Waste belong to the Person generating such waste or material, until the Solid Waste or material is Set Out by that Person (i.e., the

generator) and collected by the Contractor. When the Contractor takes possession of the Solid Waste and Single Stream Recyclable Material including Yard Waste on behalf of the County, title to the waste and material shall pass to the County. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of such waste and material until they are delivered to and accepted by a Designated Facility. Upon acceptance, title to the Solid Waste and Single Stream Recyclable Material including Yard Waste shall pass to the owner of the Designated Facility.

26.2 Notwithstanding anything else contained herein: (a) the Contractor shall not take, keep, process, alter, sell, remove, or otherwise dispose of any such waste or material without the prior written consent of the County; (b) the generator shall at all times retain title to and liability for Hazardous Material, Biomedical Waste, and Radioactive Waste; and (c) the Contractor shall not be responsible for the actions of a Designated Facility that has accepted the County's Solid Waste and Single Stream Recyclable Material including Yard Waste from the Contractor.

SECTION 27: MANAGEMENT OF CONTAMINATED RECYCLABLE MATERIAL

Pursuant to Section 403.706, Florida Statutes, the County is hereby adopting a definition of Contaminated Recyclable Material that is appropriate for the local community. The County's definition of Contaminated Recyclable Material is contained in Section 1.26, above. The County plans to reduce the amount of Contaminated Recyclable Material being collected in the County primarily by implementing public education and outreach programs. The Contractor will assist the County in this effort by providing technical and educational services pursuant to Sections 8.3 and 36, herein. Section 7.3, above, describes the basic procedures that the Contractor shall use for identifying, documenting, managing, and rejecting Contaminated Recyclable Material. Sections 7.3, 8.3, and 36 describe the educational and enforcement measures that the Contractor is responsible for implementing when providing Collection Services under this Agreement. Leaving Contaminated Recyclable Material in the Recycling Cart at Curbside is the Contractor's primary remedy when the Contractor discovers Contaminated Recyclable Materials in a Recycling Cart. In addition, the Contractor shall report to the Director pursuant to Section 17.5, above, if a Customer repeatedly Sets Out Contaminated Recyclable Material for Collection. The County will promote proper Recycling techniques by implementing educational and enforcement programs, as the County deems appropriate in light of the County's funding and other constraints. Subject to its budgetary and other constraints, the County intends to explore potential outreach and messaging campaigns, enforcement mechanisms, and other measures that will encourage Customers to "recycle right." The County shall have the exclusive authority to determine whether, and the extent to which, the County will implement any specific program or course of action.

SECTION 28: SET OUT PROCEDURES FOR CUSTOMERS

The procedures and requirements described in this Section 28 shall be followed by the Contractor's Customers. However, the Contractor shall collect a Customer's Solid Waste and Single Stream Recyclable Materials, even if the Customer fails to strictly comply with one or more of the requirements in this Section 28, unless: (a) the Director concurs in advance that the Contractor does not need to provide Collection Service to the Customer; or (b) the Contractor places a Non-Collection Notice on the Customer's Collection Container and complies with the requirements in Section 17, above. The requirements in the County's Ordinances, including Ordinance 2017-39, shall supplement the requirements contained herein.

28.1 GENERAL PROCEDURES

28.1.1 Garbage and Rubbish shall be Set Out at Curbside in a Garbage Can, similar reusable container, or Plastic Bag. Garbage and other putrescible waste shall not be Set Out in a cardboard box or other unauthorized Collection Container.

28.1.2 Single Stream Recyclable Materials shall be Set Out in a Recycling Cart. Single Stream Recyclable Materials shall not be placed in the same Collection Container with Solid Waste.

28.1.3 Single Stream Recyclable Materials shall not be Set Out in a Plastic Bag.

28.1.4 Customers shall not overfill a Collection Container. If a Collection Container has a lid, the lid shall be completely closed by the Customer.

28.1.5 A Customer shall not place their Solid Waste in another Person's Collection Container, unless they have received prior approval to do so.

28.1.6 A Customer shall only Set Out for Collection the Solid Waste that the Customer generated on their own Premises. A Customer shall not Set Out for Collection any Solid Waste that was generated by another Person, except as otherwise provided in Sections 28.1.5, 28.1.7, and 28.1.8.

28.1.7 A Customer's Solid Waste shall be Set Out for Collection on the Premises where the Solid Waste was generated, except as otherwise provided in Sections 23.1.5, 28.1.6, and 28.1.8.

28.1.8 A Customer shall not Set Out Solid Waste for Collection on property that is not owned or occupied by the Customer, unless the Customer has received the prior approval of the owner or occupant of such property.

28.1.9 Recycling Carts shall not be loaded in excess of the cart's rated capacity (measured in pounds), as shown on the lid of the cart. Garbage Cans shall not be loaded with more than fifty (50) pounds of material.

28.1.10 If the Customer and the Contractor cannot agree upon an appropriate location to Set Out a Collection Container or non-containerized waste, the Director shall designate the point of Collection.

28.1.11 When necessary to carry out the purpose and intent of this Agreement, the Director may authorize the placement of a Collection Container at a location that is not on the Customer's Premises.

28.1.12 Each Customer shall use due care and diligence to avoid causing damage to any Collection Container or other equipment provided by the County or the Contractor. The Collection Containers and equipment provided by the County and/or the Contractor shall not be altered by the Customer and shall only be used for their intended purpose.

28.1.13 Each Customer shall provide unobstructed access to their Collection Containers on the Customer's Scheduled Collection Days.

28.1.14 When a Customer places a Recycling Cart at Curbside, the cart must be at least three (3) feet from any automobiles, telephone poles, mail boxes, carts, Yard Waste, Bulky Waste, White Goods, or other obstructions that would restrict the Contractor's ability to reach, lift, unload and return the cart while using the mechanical arm on a side-loading Collection vehicle.

28.2 SPECIFIC PROCEDURES

The following procedures shall apply to Customers that receive Collection Service at Curbside:

28.2.1 Each Customer shall Set Out their Garbage and Rubbish in one or more Garbage Cans.

28.2.2 Customers shall place their Yard Waste at Curbside for Collection. Leaves, twigs, and other small pieces of Yard Waste shall be placed in a Garbage Can, Plastic Bag, or biodegradable paper bag. Biodegradable paper bags or plastics bags shall not be loaded with materials weighing more than fifty (50) pounds or the rated capacity of the bag, whichever is less. If a Customer wishes to Set Out larger pieces of Yard Waste, the Yard Waste shall be stacked neatly in a pile at Curbside. A Customer shall not Set Out any single piece of Yard Waste that is longer than six (6) feet long or more than fifty (50) pounds. A Customer shall not Set Out any natural Christmas tree or any portion of a Christmas tree that exceeds these limits on length and weight.

28.2.3 Single Stream Recyclable Materials shall be Set Out for Collection in a Recycling Cart. Corrugated cardboard may be Set Out next to the Customer's Recycling Cart, but the cardboard must be flattened and no larger than three (3) feet by three (3) feet in size.

28.2.4 Each Customer shall place their Garbage, Rubbish, Yard Waste, Bulky Waste and Single Stream Recyclable Materials at the Curbside prior to 6:00 a.m. on the Scheduled Collection Day(s) for such materials.

28.2.5 Any carpet Set Out for Collection at Curbside shall be rolled and tied or otherwise bound. No single segment of rolled or tied carpet shall exceed six (6) feet in width or fifty (50) pounds in weight.

28.2.6 Each Garbage Can used by a Customer shall: be constructed so as to prevent intrusion by water and animals, and the expulsion of its contents; have a cover that is free from sharp edges; and not have inside structures that prevent the free discharge of the container's contents.

28.2.7 Mirrors, glass window panes, and similar breakable materials may be placed in a Garbage Can, or placed in a cardboard box and taped shut, for Collection as Bulky Waste. However, the Contractor shall place a Non-Collection Notice, pursuant to Section 17, on large mirrors, glass windows, and other materials that require the use of special equipment for Collection.

SECTION 29: COLLECTION CONTAINERS

29.1 PURCHASE AND OWNERSHIP OF CONTAINERS

29.1.1 Recycling Carts – Prior to the Commencement Date, the Contractor shall have an inventory of existing 35- and 95-gallon recycling carts available to assemble and to each new Customer in the Service Area.

29.1.1.1 and after the Commencement Date, the Contractor shall purchase, assemble, and deliver one new Recycling Cart to each New Customer. The cart shall be delivered within five (5) Operating Days after the New Customer or the Director requests the Contractor to deliver the carts.

29.1.1.2 On and after the Commencement Date, the Contractor shall purchase, assemble, and deliver: (a) a new or refurbished Recycling Cart to each Customer that needs to replace a cart because their cart has been stolen, or damaged or worn beyond repair; (b) a new Recycling Cart to each Customer that wishes to purchase an additional cart pursuant to Section 39.7, below; and (c) a new or refurbished Recycling Cart to each Customer that wishes to exchange their Recycling Cart pursuant to Section 29.4, below. For the purposes of this Section 29.1.2, a “refurbished” cart shall mean a cart that was cleaned and repaired to “like new” condition. In all such cases, the carts shall be delivered within five (5) Operating Days after they are requested by the Customer or the Director.

29.1.1.3 The Contractor shall be responsible for purchasing, storing, assembling, and distributing new and replacement Recycling Carts for those Customers that are entitled to receive them pursuant to this Agreement. The Contractor shall deliver the carts within five (5) Operating Days after the carts are requested by the Director or Customer. The Contractor shall be responsible for procuring, maintaining at all times, and storing an adequate supply of Recycling Carts for distribution.

29.1.1.4 Recycling Carts purchased by the Contractor shall become the property of the County when this Agreement expires or terminates, whichever occurs first. Upon termination or expiration of this Agreement, the Recycling Carts held in the Contractor’s inventory for the County (e.g., carts that are hot-stamped or labeled with the County’s name or logo) shall be delivered to and become the property of the County. Title to all such carts, and title to all Contractor-provided carts in the possession of Customers, shall be transferred automatically to the County, without further action by the County or the Contractor. Carts purchased by a Customer shall be the property of the Customer.

29.2 MAINTENANCE AND REPAIR OF CONTAINERS

29.2.1 Garbage Cans – Each Customer shall be responsible for cleaning, maintaining, and repairing their Garbage Can (if any). Garbage Cans shall be maintained in good condition and shall be free from sharp edges or other hindrances to efficient Collection Services.

29.2.2 Recycling Carts – Each Customer shall be responsible for cleaning their Recycling Cart(s) and otherwise ensuring that their carts are maintained in a sanitary condition.

29.2.2.1 On and after the Commencement Date, the Contractor shall be responsible for repairing all of the Recycling Carts that are used by its Customers. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts (e.g., wheels, lids) for the Recycling Carts used in the Service Area. The Contractor shall be responsible for maintaining all such carts in good working condition. The Contractor shall repair or replace a Recycling Cart no later than five (5) Operating Days after: (a) the Contractor observes that the cart is defective; or (b) the Contractor is informed by the Customer or the Director that the Cart needs to be repaired.

29.2.2.2 The Contractor shall clean and repair, as necessary, all Recycling Carts that the Contractor receives as a result of exchanges pursuant to Section 29.4, below.

29.3 STORAGE, DISTRIBUTION AND REPLACEMENT OF CONTAINERS

29.3.1 Garbage Cans – Each Customer shall be responsible for storing and replacing their own Garbage Cans (if any).

29.3.2 Recycling Carts – Each Customer shall be responsible for storing their Recycling Cart(s).

29.3.2.1 The Contractor shall be responsible for purchasing, storing, assembling, and distributing new and replacement Recycling Carts for those Customers that are entitled to receive them pursuant to this Agreement. The Contractor shall deliver the carts within five (5) Operating Days after the carts are requested by the Director or Customer. The Contractor shall be responsible for procuring, maintaining at all times, and storing an adequate supply of Recycling Carts for distribution.

29.3.2.2 During the term of this Agreement, the Contractor shall replace a Customer's Recycling Cart, without charge, if the Customer's cart is stolen or damaged beyond repair. The Contractor shall keep Recycling Carts in the Contractor's local office and shall provide them to Customers, upon request, if the Customer is entitled to receive a new cart pursuant to this Agreement.

29.3.3 Collection Containers Damaged by Contractor – The Contractor shall repair or replace a Collection Container within five (5) Operating Days after being notified by the Director that the Collection Container was damaged by the Contractor. Any replacement shall be similar in style, material, quality, and capacity to the original container.

29.4 EXCHANGE OF RECYCLING CARTS

29.4.1 The Contractor shall offer Recycling Carts that are approximately thirty-five (35) gallons and ninety-five (95) gallons in size. The Contractor shall deliver a different Recycling Cart to any Customer that wishes to exchange its cart for one that is a different size. The Contractor shall deliver the requested cart within five (5) Operating Days after receiving the Customer's request.

29.4.2 A Customer shall be allowed to exchange their Recycling Cart, one time, without charge. If a Customer exchanges their Recycling Cart on two or more occasions, the Contractor may charge and collect a delivery fee for exchanging the Customer's cart. However, the Contractor shall not charge or collect a delivery fee if a Customer delivers their cart to the Contractor's local office. The Contractor's delivery fee shall not exceed Twenty-Five Dollars (\$25.00), plus the Franchise Fee. The Contractor shall be responsible for billing and collecting its delivery fee, plus the Franchise Fee, from the Customer.

29.5 TECHNICAL SPECIFICATIONS FOR COLLECTION CONTAINERS

29.5.1 Recycling Carts – The Recycling Carts provided by the Contractor shall comply with the size, color, and technical specifications established by the Director. In general, the carts shall: (a) have a nominal rated capacity of approximately thirty-five (35) or ninety-five (95) gallons, as applicable; (b) be hot-stamped or labeled in accordance with the specifications provided by the Director; (c) be compatible with the hydraulic lifting and dumping mechanism mounted on the Contractor's Collection vehicles; and (d) be manufactured with an injection molding process. Each cart in each size category shall be uniform with regard to color, volumetric capacity, dimensions, finished surfaces, and hot stamping/labeling. Each cart shall be constructed to prevent the intrusion of water and animals, with covers that are free from sharp edges, and without any inside structures that prevent the discharge of its contents. The Contractor shall replace the labels on its Collection Containers on an as-needed basis, subject to the Director's approval.

29.5.2 Other Requirements – Upon the Director's request, the Contractor shall provide the Director with the manufacturer's specification sheets for new Recycling Carts before the Contractor orders new Recycling Carts from the manufacturer. At a minimum, the specification sheets shall address the following items, if applicable:

- Company of manufacture
- Material of manufacture, including pre-consumer and post-consumer recycled content
- Molding technology
- Standards of design (e.g., American National Standards Institute)
- UV stabilization certification
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axle, and fasteners

- Interior and exterior finish surfaces
- Color
- Volumetric capacity
- Nest ability
- Identification and Marking
- Manufacturer's warranty

29.5.3 Minimum Warranty for Carts – Each Recycling Cart shall be protected by a manufacturer's warranty with a minimum duration of ten (10) years. The warranty shall explicitly provide that the warranty is transferrable to and enforceable by the County, as well as the Contractor. A copy of the manufacturer's warranty shall be provided to the Director before any carts are ordered by the Contractor. The Contractor also shall comply with the warranty requirements in Section 11 of Exhibit 5 (Specifications for Carts).

29.5.4 Additional Specifications for Carts – The Recycling Carts provided by the Contractor pursuant to this Agreement shall, at a minimum, comply with all of the specifications and requirements set forth in Exhibit 5 (Specifications for Carts). The Director may waive any of the requirements in Exhibit 5, upon a showing of good cause.

29.6 DISPOSAL OF OLD CARTS AND CONTAINERS

The Contractor shall collect all of the Garbage Cans, Recycling Carts, and similar containers that are discarded by Customers. The Contractor shall deliver such cans, carts, and containers to a Designated Facility for Recycling or disposal.

SECTION 30: CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

30.1 GENERAL REQUIREMENTS FOR CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

30.1.1 In general, the Contractor shall use clean, safe, and well-maintained trucks when providing Collection Services pursuant to this Agreement. The Contractor shall purchase or lease, and maintain and repair, all of the vehicles and equipment necessary to provide Collection Service in compliance with the approved Collection schedules and otherwise promptly and efficiently comply with the requirements in this Agreement. The Contractor's vehicles and equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized. Smaller vehicles (e.g., "pup trucks") or specialty equipment shall be used in areas where narrow streets, unpaved roads, low hanging limbs or electrical wires, or other obstructions preclude the use of the Contractor's normal vehicles and equipment.

30.1.2 The Contractor shall provide Labrie Expert drop frame side loading vehicles, or McNeilus drop frame side loading vehicles, or equivalent vehicles that are approved in advance by the Director. All such vehicles shall have a lower dumping height to accommodate low tree canopies and the manual loading of materials.

30.1.3 The Contractor's Collection vehicles and equipment shall be a standard product of a reputable manufacturer so that continuing service, and the supply and delivery of spare parts, may be ensured. Replacement parts do not need to be a product of the same manufacturer as the original parts.

30.1.4 All of the Contractor's Collection vehicles shall be designed and maintained to prevent the discharge or leaking of any liquids that have accumulated in the vehicle's cargo area during loading and transport operations. The cargo area of the Collection vehicles shall have solid sides and shall be watertight to a minimum depth of eighteen (18) inches. Openings to the cargo area shall be equipped with watertight seals.

30.1.5 Each Collection vehicle shall fully enclose the Contractor's Load. A Collection vehicle shall have a fully enclosed metal top, a tarpaulin, or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The top, tarpaulin, or cover shall be kept in good working condition and shall be free from tears and holes. The Contractor shall use the cover and shall fully enclose the Contractor's Load at all times when the vehicle's speed exceeds 20 miles per hour and at other times when necessary to prevent the Contractor's Load from blowing out of the vehicle.

30.1.6 All Collection vehicles shall be painted a uniform color.

30.1.7 Advertising shall not be allowed on the Contractor's vehicles, Collection Containers, or equipment used to provide Collection Service in the County.

30.1.8 Packer trucks may be used for the Collection of Single Stream Recyclable Materials, but the compartment used to collect glass bottles and containers shall not compress or compact the contents in that compartment to a level that exceeds forty (40) pounds per square inch.

30.2 DEDICATED FLEET FOR COUNTY

The Contractor shall maintain a dedicated fleet of vehicles for the County's benefit. The vehicles used to provide Collection Services under this Agreement shall not be used to collect Solid Waste or Recyclable Materials outside of the Service Area, and vehicles used outside of the Service Area shall not be used to provide Collection Service pursuant to this Agreement, unless the Contractor receives the Director's prior written approval for such activity.

30.3 AGE OF CONTRACTOR'S COLLECTION VEHICLES

At least seventy-five percent (75%) of the Contractor's front-line and reserve (i.e., spare) Collection vehicles shall be brand new on the Commencement Date. None of the Contractor's front-line or reserve Collection vehicles shall be more than three (3) years old on the Commencement Date. If the Contractor replaces a Collection vehicle or adds another Collection vehicle to its fleet during the term of this Agreement, the Collection vehicle shall be no more than three (3) years old when it is placed in service. None of the Contractor's Collection vehicles shall be more than ten (10) years old at any time during the term of this Agreement. The age of a vehicle shall be calculated from the vehicle's model year. The Director may waive the age limits in this Section 30.3 if the Contractor demonstrates to the Director's reasonable satisfaction that a Collection vehicle is capable of providing reliable service (e.g., the vehicle recently was refurbished or the vehicle has relatively little wear and tear).

30.4 GPS AND ANCILLARY EQUIPMENT IN CONTRACTOR'S VEHICLES

30.4.1 All vehicles used to provide Collection Services under this Agreement shall be equipped at all times with: (a) all safety equipment required by Applicable Laws; (b) a fire extinguisher; (c) a shovel, pitchfork, and broom; (d) a spill response kit; (e) an audible back-up warning device; and (f) a back-up camera. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from the Contractor's Collection vehicles.

30.4.2 All vehicles used to provide Collection Services under this Agreement shall be equipped with a two-way radio, cellular telephone, or other equipment appropriate for communications between the vehicle operator, the Field Supervisor, and the District Manager. The proposed communications system is subject to approval by the Director.

30.4.3 All of the Contractor's Collection vehicles shall be equipped with Global Positioning Systems ("GPS") that identify and record the real-time locations of the vehicles when they are being used to provide Collection Services under this Agreement. The vehicle locations shall be recorded at least once every five (5) seconds. The Contractor shall provide its GPS logs and records to the Director, upon request. All GPS logs and records shall be retained by the Contractor for a period of two years.

30.4.4 All of the vehicles used to collect Garbage, Rubbish, Yard Waste, Bulky Waste, and Single Stream Recyclable Materials from Customers at Curbside shall be equipped with a "3rd Eye" video recording system or a comparable video system that has been approved in advance by the Director. The system shall include all software and appurtenances necessary to verify that Collection Service is being provided to each Customer in compliance with the requirements in this Agreement. The Contractor shall take photographs at each Curbside location on a Route when the Contractor collects Garbage, Rubbish, Yard Waste, Bulky Waste, and Single Stream Recyclable Material from Customers. The photographs shall be automatically date-stamped to show the time and date when they are recorded. All such photographs shall be retained by the Contractor for at least thirty (30) days. The Contractor shall provide the County with the software and access necessary for the County to review the photographs at any time from the County's computers.

30.5 RESERVE VEHICLES AND EQUIPMENT

30.5.1 The Contractor shall have a sufficient supply of reserve vehicles and equipment available to complete daily Routes in accordance with the schedules established pursuant to this Agreement. The Contractor shall dispatch its reserve vehicles and equipment promptly whenever breakdowns, traffic, weather, or other factors will prevent the Contractor from completing its Routes within the approved schedule for Collection.

30.5.2 The reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay experienced by a front-line vehicle. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.

30.6 MAINTENANCE AND CLEANING

30.6.1 The Contractor shall keep all Collection vehicles and equipment cleaned and painted to present a pleasing appearance at all times. All Collection vehicles used primarily for the Collection of Garbage shall be washed (if needed) and sanitized with a suitable disinfectant and deodorant at least once each month, unless the Director approves an alternate cleaning schedule. Other Collection vehicles shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.

30.6.2 The Contractor's Collection Plan shall include a schedule for cleaning, painting and maintaining each Collection vehicle. At a minimum, the Contractor shall maintain each Collection vehicle in compliance with the manufacturer's recommendations. The Collection Plan also must describe how the Contractor will comply with the requirements in Section 30.6.3, below.

30.6.3 The Contractor shall monitor, maintain and repair its Collection vehicles and equipment to prevent fuel, lubricants, and other liquids from leaking or spilling. Oil and hydraulic systems, and waterproof seals and enclosures, on the Contractor's vehicles and equipment shall be kept in good repair at all times to prevent leaks and spills.

30.7 IDENTIFICATION OF CONTRACTOR'S VEHICLES AND EQUIPMENT

30.7.1 The Contractor's name and telephone number shall be displayed at all times, in letters at least four (4) inches high, on the driver's side and the passenger's side of each of the Contractor's Collection vehicles. A unique vehicle identification number shall be displayed in letters at least four (4) inches high, on all four (4) sides of each Collection vehicle, in locations that are readily visible at all times. The vehicle identification numbers shall be placed on the driver's side of the vehicle's front and rear bumpers, and they shall be placed on the front-half of the vehicle's sides, unless the Director approves an alternate location.

30.7.2 Each of the Contractor's Collection vehicles shall display signs or otherwise provide information identifying the type of material (e.g., Solid Waste or Recyclable Materials) being collected by that vehicle. The signs shall be at least twenty-four (24) inches by thirty-six (36) inches in size. The information shall be displayed at all times, on the driver's side and the passenger's side of the vehicle body, in letters at least four (4) inches high. Upon the Director's request, the Contractor's vehicles also shall display information promoting the County's Solid Waste or Recycling programs. The information displayed on the Contractor's vehicles shall be subject to the approval of the Director and the Contractor, which approval shall not be unreasonably withheld.

30.8 COMPLIANCE WITH THE LAW APPLICABLE TO VEHICLES

30.8.1 At all times, the Contractor and its employees shall operate and maintain all Collection vehicles and equipment in compliance with all Applicable Laws.

30.8.2 At all times, the Contractor shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under Applicable Laws.

30.8.3 All equipment shall be operated in compliance with the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes, and the Ordinance.

30.9 COUNTY'S RIGHT TO INSPECT CONTRACTOR'S VEHICLES AND EQUIPMENT

30.9.1 The Director may inspect the Contractor's vehicles, equipment, licenses, and registrations at any reasonable time, without providing advance notice of the inspections. The County has the right, but not the obligation, to inspect each Collection vehicle, each day, prior to or during its use in the County.

30.9.2 The Director shall have the authority to require the Contractor to immediately remove from service any Collection vehicle or equipment that is leaking or spilling fluids, Solid Waste, or other materials. The Director also may require the Contractor to immediately clean, wash, paint, repair or otherwise maintain any Collection vehicle, or other equipment if the Director concludes that such action is necessary to comply with the standards established in this Agreement. When the Director requests such action, the Contractor shall comply with the Director's request within one (1) Operating Day or the Contractor shall take the vehicle, or equipment out of service until the requested work can be completed.

SECTION 31: CONTRACTOR'S PERSONNEL

31.1 GENERAL REQUIREMENTS

The Contractor shall use competent, qualified personnel to provide the services required by this Agreement. The Contractor shall devote sufficient personnel, time and attention to its operations under this Agreement to ensure that its performance complies with the requirements herein.

31.2 DISTRICT MANAGER

The Contractor shall appoint an employee to serve as the District Manager. The District Manager shall be the Contractor's primary point of contact with the County for all technical and administrative matters pertaining to this Agreement. The District Manager must have at least three (3) years of prior experience as a manager responsible for the Collection of Residential Waste in a community that has at least twenty thousand (20,000) single-family Dwelling Units. The District Manager shall have the authority to make significant decisions relevant to the day-to-day operation of the Contractor's program under this Agreement. The District Manager shall have direct access to the Contractor's management for resolving problems beyond the District Manager's authority. At all times during the term of this Agreement, the Director shall have immediate access to the District Manager by telephone and electronic mail. The District Manager shall be responsible for overseeing and implementing the Contractor's performance under this Agreement.

31.3 FIELD SUPERVISOR

The Contractor shall designate one or more Field Supervisors, who shall directly oversee the Collection Service provided under this Agreement. Each Field Supervisor must have at least three (3) years of prior experience supervising drivers and other employees that are responsible for collecting the Residential Waste in a community that has at least twenty thousand (20,000) single-family Dwelling Units. The Field Supervisor(s) shall have immediate access to an automobile or truck between 6:00 a.m. and 7:00 p.m., every Operating Day. At all times during the term of this Agreement, the Director shall have immediate access to the Field Supervisor(s) by telephone and electronic mail.

31.4 EMPLOYEE CONDUCT

The Contractor's personnel shall maintain a courteous and respectful attitude at all times towards the public and the County's representatives. The Contractor shall instruct its employees to avoid loud or profane language during the performance of their duties under this Agreement. The Contractor's employees shall not cause any disturbance, interference, or delay to any work or service rendered to the County or by the County. The Contractor's employees shall not conduct themselves in a negligent, disorderly or dishonest manner.

31.5 EMPLOYEE IDENTIFICATION

The Contractor shall furnish each employee with a large badge or other appropriate means of identifying him or her as an employee of the Contractor (e.g., a uniform with a name tag and company logo). The Contractor's employees shall wear the identification at all times while on duty. The badges and other identification furnished by the Contractor shall be subject to the Director's prior approval, which shall not be unreasonably withheld.

31.6 ATTIRE FOR EMPLOYEES

Employees and subcontractors of the Contractor shall wear proper attire at all times when working for the County under this Agreement. Proper attire shall consist of appropriate pants or shorts, a shirt with the Contractor's name or logo, and boots or similar footwear. The Contractor's employees shall wear reflective vests, back braces, goggles, and other safety equipment when required by Applicable Law.

31.7 REMOVAL OF EMPLOYEES

The Director reserves the right to disapprove and request removal of any of the Contractor's employees providing services under this Agreement. Such disapproval or request shall be for reasonable cause only and shall be addressed in writing to the Contractor's District Manager. Notwithstanding the foregoing, the Contractor shall not be required to take any action with regard to the Contractor's employees that would violate any Applicable Law. The Contractor shall defend, save, and hold the County harmless from and against legal actions by any employees so removed.

31.8 EMPLOYEE TRAINING AND LICENSES

31.8.1 All of the Contractor's employees shall be qualified and appropriately trained for the tasks assigned to them. The Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Laws.

31.8.2 At all times when operating vehicles or equipment pursuant to this Agreement, the Contractor's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.

31.8.3 The Director may request the Contractor's employees to produce their driver's license for inspection at any time when the employee is on duty.

31.9 CONTRACTOR'S COMPLIANCE WITH LABOR LAWS

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

31.10 LEGAL STATUS OF CONTRACTOR'S EMPLOYEES

A Person employed by the Contractor shall have no right or claim to any pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to the County's officers and employees. The Contractor shall have the sole responsibility for paying any wages and providing any employment benefits to such Person. The County shall have no obligation to pay or provide any salary or employment benefits to the Contractor's employees.

31.11 SUBCONTRACTORS AND TEMPORARY LABOR

31.11.1 To the extent practicable, the Contractor shall provide all of its Collection Services within the County by using permanent employees of the Contractor and its subcontractors. However, the Contractor shall be allowed to use temporary labor to provide Collection Services if the Contractor concludes that the use of temporary labor is necessary or otherwise appropriate.

31.11.2 No subcontractors shall be used to provide Collection Services without the Director's prior written approval, which shall not be unreasonably withheld. A subcontractor that was expressly identified in the Contractor's response to the County's RFP shall be deemed approved, without any further action by the Director.

31.12 COMPLIANCE WITH E-VERIFY SYSTEM

The Contractor and its subcontractors shall register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. Within five (5) Operating Days after receiving a written request from the Director, the Contractor shall provide proof of registration with the E-Verify System and an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with any unauthorized aliens.

SECTION 32: CONTRACTOR'S LOCAL OFFICE

32.1 The Contractor shall maintain a local customer service and dispatch office in St. Johns County. The Contractor's office shall be open for business at least from 8:00 a.m. to 5:00 p.m., Monday through Friday. The Contractor's office does not need to be open on Holidays.

32.2 The Contractor's local office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and Legitimate Complaints raised by the County or Customers. A responsible, experienced office manager shall be present and in charge of the office during all business hours. The Contractor's office staff shall be familiar with the County and the Contractor's obligations under this Agreement. The Contractor shall have extra staff working in the Contractor's local office on the Commencement Date and as long as necessary thereafter to ensure the Contractor's compliance with the requirements in this Section 32, as well as Sections 33.1.4 and 33.1.5, below. The Contractor also shall have extra staff working in the Contractor's local office whenever the Director concludes, after consultation with the District Manager, that additional staff are needed to respond to the number of Legitimate Complaints being reported by the Customers.

32.3 The Contractor shall have a toll-free telephone number for calls from Customers in the County. The Contractor's local telephone number shall be listed in the Contractor's webpage, the Contractor's invoices to Customers, and the notices provided pursuant to Section 36, below. The Contractor's telephone system shall have the capacity to receive multiple telephone calls simultaneously. All calls concerning complaints shall be answered by a Person located in the Contractor's local office in the County. The Contractor shall use an answering machine or answering service to receive and record messages when the office is closed or the Contractor is receiving more calls than its staff can answer. The answering machine or service shall give Customers the telephone number that the Customers may use to report an emergency.

32.4 The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The Contractor's process shall ensure that a Customer receives an immediate response after reporting an emergency. Such process shall be subject to the Director's approval. For the purposes of this Section 32.4, an "emergency" means an accident, event, or condition that requires immediate action because it has caused an injury or poses an immediate threat of injury to human health, the public welfare, or the environment. An emergency does not include Missed Collections.

32.5 All of the people answering the telephones for the Contractor must be fluent in English or Spanish. At all times the Contractor must have a sufficient number of English-speaking employees and a sufficient number of Spanish-speaking employees in its local office or call center to respond promptly to all telephone calls from Customers, regardless of whether the Customer speaks English or Spanish. All of the messages on the Contractor's answering machines must be provided in English and Spanish.

32.6 The Contractor's office shall be equipped with cellular telephones, computers, and other communication systems that can be used to promptly contact the Director, the Contractor's District Manager, the Contractor's Field Supervisor, and all of the Contractor's Collection vehicles via telephone calls and electronic mail (e-mail).

32.7 The Contractor shall allow Customers to purchase and exchange Recycling Carts at the Contractor's local office, pursuant to Sections 29.3.2 and 29.4, above. The Contractor shall maintain an adequate supply of carts at the local office to provide for such purchases and exchanges. The Contractor's supply of carts shall include both of the sizes required under this Agreement (i.e., 35 and 95 gallons).

SECTION 33: CUSTOMER RELATIONS

33.1 HANDLING CUSTOMER COMPLAINTS AND REQUESTS

33.1.1 The Contractor shall be responsible for receiving and responding to all complaints and requests for service from Customers. If the Contractor receives a complaint or request from a Customer or the County, the Contractor shall enter the complaint or request into the Contractor's electronic tracking system pursuant to Sections 33.1.4 and 33.1.5, below, and the Contractor shall promptly initiate its response to the complaint.

33.1.2 The District Manager or their designee shall determine initially whether a Customer's complaint is a Legitimate Complaint. If the Customer disputes the District Manager's determination, the Contractor shall notify the Director and the Director shall make the final determination as to whether a Customer's complaint is a Legitimate Complaint. In all such cases, the Contractor shall have the right to present photographs, GPS data, and any other relevant information to demonstrate that the complaint is unfounded and thus not legitimate. Legitimate Complaints include but are not limited to:

- Missed Collections;
- Failure to respond to Missed Collections in compliance with the requirements of this Agreement; and
- Mishandling of Solid Waste, Recyclable Materials, or Collection Containers.

33.1.3 The Contractor shall take whatever steps are necessary to promptly remedy the cause of a Legitimate Complaint. If the Contractor is informed about a Legitimate Complaint before 12:00 p.m. (noon) on an Operating Day, the Contractor shall remedy the complaint before the end of that day. If the Contractor is notified about a Legitimate Complaint after noon on an Operating Day, or at any time on a Sunday or Holiday, the Contractor shall remedy the complaint before noon on the next Operating Day. The Contractor may request and the Director shall grant additional time to remedy a Legitimate Complaint when the Contractor uses its best efforts to correct the problem, but is unable to do so within the time provided herein.

33.1.4 The Contractor shall establish a real-time, web-based system for tracking complaints. The Contractor shall enter all complaints into the Contractor's electronic tracking system within one hour after the Contractor receives the complaint; however, if complaints are received when the Contractor's local office is closed, the complaint shall be entered into the electronic tracking system within two (2) hours after the office reopens on the next Operating Day. The Contractor's system shall be designed to provide immediate notice to the Director when a complaint is entered into the Contractor's tracking system. The Contractor shall configure the system in a manner that allows the Director to: (a) access the system and monitor the complaints from the County's computers; (b) identify the locations of the Customer complaints in real time on a street map; and (c) compare current and historical complaints, by type of complaint and by location. The Director does not need

the ability to enter or delete data in the electronic tracking system, but the Director shall be provided the ability to monitor the status of complaints at all times. The format of the information collected in the electronic tracking system shall be subject to the Director's approval. With the Director's approval, the electronic tracking system may be used as the Contractor's complaint log, pursuant to Section 35.2.6, below. The tracking system shall be fully operational no later than the deadline set forth in Section 5.2(i), above.

33.1.5 The Contractor shall establish a real-time, web-based system for receiving and tracking a Customer's request for service. The Contractor's web-based system shall be designed to enable the Director and Customers to easily submit requests for service and receive prompt responses from the Contractor via electronic mail. The web-based system shall be available to all Customers and the Director. The Contractor shall closely monitor such requests and shall provide initial responses no later than the next Operating Day after receiving a request from a Customer or the County. The Contractor's system shall provide immediate notice to the Director when a Customer submits a request to the Contractor. The Contractor's system shall be configured to allow the Director to monitor the status of Customer requests at all times. This tracking system shall be fully operational no later than the deadlines set forth in Section 5.2(i), above.

33.1.6 The Contractor shall work with the County to establish links from the County's website to the Contractor's web-based systems for tracking complaints and requests for service.

33.1.7 The Contractor shall attempt to make its website and web-based systems easy to use for both English-speaking and Spanish-speaking Customers. To the extent practicable, the Contractor shall design its web-based systems to allow Customers to submit complaints and requests for services in English or Spanish.

33.2 DISPUTE RESOLUTION PROCESS FOR CUSTOMERS

33.2.1 The Contractor shall promptly notify the Director whenever the Director needs to resolve a dispute between a Customer and the Contractor, including disputes concerning the proper interpretation and implementation of this Agreement and the applicable Ordinances. The Contractor also shall promptly notify the Director about any disputes with a Customer that the Contractor has not been able to resolve within two (2) Operating Days after receiving the Customer's complaint.

33.2.2 The Director shall evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters. The Director shall notify the Contractor and the Customer in writing concerning the Director's decision about the disputed issues.

33.2.3 The Contractor and Customer shall have three (3) Operating Days to comply with the Director's decision or, in the alternative, provide the Director with a written request for a hearing before the County Administrator.

33.2.4 If a request is filed, the County Administrator shall act upon such request within twenty (20) Operating Days. The County Administrator shall provide the parties an opportunity to present their arguments and evidence concerning the relevant issues. The County Administrator shall notify the Customer, the Contractor, and the Director in writing concerning the County Administrator's decision. The County Administrator may: (a) confirm, in whole or in part, the Director's findings; (b) grant relief to the Customer or the Contractor; or (c) take whatever other action the County Administrator deems necessary and appropriate. The County Administrator's decision shall be final and is not subject to further appeal within the County.

SECTION 34: CONTRACTOR'S RELATIONSHIP WITH THE COUNTY

34.1 AVAILABILITY OF CONTRACTOR'S REPRESENTATIVES

The Contractor shall cooperate with the County in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The County shall have twenty-four (24) hour access to the Contractor's District Manager and Field Supervisor via telephone and electronic mail from the County. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's District Manager and Field Supervisor shall not satisfy the requirements of this paragraph. The Contractor's District Manager shall meet with the Director within five (5) Operating Days after receiving a request for a meeting to discuss the Contractor's performance under this Agreement or other issues of concern to the Director.

34.2 DIRECTOR'S REVIEW OF CONTRACTOR'S PERFORMANCE

The Director is hereby designated as the County official responsible for the day-to-day administration of this Agreement by

the County. The Director shall have the authority to resolve disputes between the Contractor and Customers under this Agreement. The Director also shall have the authority to resolve contractual disputes between the County and the Contractor, unless this Agreement provides otherwise (e.g., requires such matters to be resolved by the Board). Notwithstanding the foregoing, the Director is not authorized to take any action that is prohibited under Applicable Law, the County Ordinances, or County policy. The Contractor shall diligently work with the Director to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement and the Director's review of the Contractor's work.

34.3 COUNTY'S RIGHT TO INSPECT CONTRACTOR'S OPERATIONS

The County shall have the right to inspect the Contractor's facilities and operations at any reasonable time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the County's inspection and shall cooperate fully. The County is not obligated to provide advance notice of its inspections.

34.4 COUNTY'S RIGHT TO APPROVE

Whenever this Agreement authorizes the County or one of its representatives (e.g., Director) to approve a request by the Contractor, the County shall have the right to withhold its approval until the Contractor submits all of the information reasonably needed to evaluate the Contractor's request. The County shall fairly and objectively evaluate the information provided by the Contractor, as well as any other relevant facts. The consent of the County shall not be unreasonably withheld or delayed, except as otherwise explicitly provided herein. However, the County shall have the exclusive right to weigh the relevant facts and determine whether the approval of the Contractor's request is consistent with the requirements in this Agreement and the public interest. In all cases, the County must give its approval in writing before the Contractor undertakes any action in reliance thereon. In the absence of any written approval, it shall be conclusively presumed that the County did not approve the Contractor's request.

34.5 COUNTY'S RIGHT TO REQUIRE PERFORMANCE

The County shall have the right to take all steps necessary to ensure the Collection of Solid Waste in the Service Area. If the Director instructs the Contractor to collect Solid Waste pursuant to this Agreement and the Contractor fails to do so within twenty-four (24) hours after the Contractor receives the Director's request, the County may collect such material using its own resources or by using a third-party vendor. The County may deduct the cost of collecting such material from the County's monthly payments to the Contractor if the Contractor was obligated under this Agreement to collect the Solid Waste. If the Contractor collects the Solid Waste pursuant to the request of the Director and it is subsequently determined that the Contractor was not obligated to do so under this Agreement, the County shall pay the reasonable, documented, out-of-pocket costs incurred by the Contractor for such services.

SECTION 35: RECORD KEEPING AND REPORTING

35.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

35.1.1 The Contractor shall prepare, store, and maintain all of the data, documents, reports, and other records necessary to demonstrate that the Contractor has performed its duties in compliance with the requirements in this Agreement. The Contractor's records shall be accurate, well-organized and up-to-date at all times. The Contractor's records concerning its performance under this Agreement shall be kept in the Contractor's local office or in another location approved by the County, throughout the term of this Agreement. Following the expiration or termination of this Agreement, the Contractor shall retain all such records for at least seven (7) years or, in the alternative, the Contractor shall provide digital copies of all such records to the County.

35.1.2 The Contractor shall prepare, store, and maintain its records in compliance with the requirements in this Agreement and consistent with generally accepted management practices and principles. All of the Contractor's reports to the County shall be submitted in an electronic (digital) format that is compatible with the County's software (currently Microsoft). Hard copies also shall be provided, if requested by the Director, or if they are expressly required herein. The format and content of the Contractor's reports are subject to the Director's approval. The reports shall be signed by the District Manager or other duly authorized representative of the Contractor.

35.1.3 The Contractor shall prepare and maintain the logs required in Section 35.2, below. All of the Contractor's logs shall be maintained in an electronic database that is compatible with the County's software systems. The database shall be available for inspection by the County at any time during normal business hours. Upon request, the information in the logs

shall be provided to the Director within five (5) Operating Days. The general format and content of the Contractor's logs shall be subject to the Director's approval.

35.2 SPECIFIC RECORD KEEPING REQUIREMENTS

35.2.1 Collection Service Log – The Contractor shall maintain records and a log concerning the Collection Services the Contractor provides to each Customer in the Service Area. At a minimum, the records shall identify: the dates when each type of Collection Service was provided to each Customer (e.g., Collection of Bulky Waste); and the Supplemental Collection Services, if any, for which the Customer paid a fee directly to the Contractor. The Contractor shall maintain records with the same information for the Collection Services that the Contractor provides to the County pursuant to Section 8, above. The Contractor's records also shall identify the size of, and frequency of Collection for, the Mechanical Containers used by the Contractor at the County's transfer stations. The Contractor shall summarize these records in a log.

35.2.2 Solid Waste Disposal Log – The Contractor shall maintain records and a log concerning all of the Solid Waste collected in the Service Area, including the materials collected for the County pursuant to Section 8, above. The records shall identify the amounts of Solid Waste collected and the locations where the Solid Waste was taken for disposal, as documented by scale house tickets and receipts. The records shall address each Load of Solid Waste for each Collection vehicle for each Operating Day. These records shall be summarized in a log.

35.2.3 Recyclable Materials Log – The Contractor shall maintain records and a log concerning all of the Single Stream Recyclable Materials collected in the Service Area, including the materials collected for the County pursuant to Section 8, above. The records shall identify the amounts of Single Stream Recyclable Materials collected and the locations where the Single Stream Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Single Stream Recyclable Materials for each Collection Vehicle for each Operating Day. These records shall be summarized in a log.

35.2.4 Vehicle Maintenance Log – The Contractor shall keep maintenance records and a log for each vehicle used for Collection Service. At a minimum, the log shall show: the identification number for the vehicle; the date and description of all routine maintenance activities; and the date and description of all repair activities.

35.2.5 Non-Collection Notice Log – The Contractor shall maintain records and a log of all occasions when the Contractor issued Non-Collection Notices. The log shall include: the date when the notice was issued; the Customer's street address; and the reason for issuing the Non-Collection Notice.

35.2.6 Complaint Log – The Contractor shall maintain records and a log of all complaints. The log shall include: the date and time when the Contractor was notified by the County or Customer; the Customer's street address; a description of the complaint; whether the complaint was a Legitimate Complaint; the date and time when the complaint was resolved; and a description of how the complaint was resolved.

35.2.7 Property Damage Log – The Contractor shall maintain records and a log concerning all accidents and events when Contractor's employees, vehicles, or equipment caused an injury to any Person or domestic animal, or damage to any public or private property. At a minimum, the log shall include: the date and time when the event occurred; the address where the event occurred; the name of the Person that reported the event; a description of the event; the Contractor's identification number for the vehicle or equipment involved in the event; the name of the employee involved in the event; the name and address of the Person suffering the injury or damage; a description of the injury or damage suffered; and a description of how and when the matter was resolved.

35.2.8 Cart Log – The Contractor shall maintain records and a log concerning all of the Recycling Carts that are provided by the Contractor pursuant to this Agreement. At a minimum, the log shall identify: the location (street address) of the Residential Property occupied by each Customer that received a Recycling Cart; the Contractor's reason for providing the cart (e.g., replacing a stolen cart); the size of each cart that was provided; and whether the cart was new or refurbished. In addition, the Contractor's log shall identify the total number of Recycling Carts (broken down by size) that the Contractor provided each Operating Month and each Operating Year.

35.2.9 End of Day Reports – The Contractor shall submit an "end of day" ("EOD") status report to the Director no later than 3:00 p.m. each Operating Day. The EOD report shall: (a) describe the status of each Route that was scheduled to be

serviced on that Operating Day; and (b) identify each Route that may not be completed that day. In addition, the Contractor shall notify the Director in writing no later than 5:00 p.m. each Operating Day concerning all Routes that have not been completed. The Contractor's notification shall include a map that shows the location of each Route that has not been completed. The Contractor's notification also shall include the Contractor's estimate concerning the date and time when the Route will be completed. The Director shall have the authority to waive the requirements in this Section 35.2.9 for daily EOD reports; however, the Director also shall have the right to require the Contractor to immediately resume the daily submittal of EOD reports at any time, and from time-to-time, whenever the Director deems it necessary.

35.3 QUARTERLY REPORT

35.3.1 The Contractor shall submit a quarterly report to the Director no later than the fifteenth (15th) day of each calendar quarter (i.e., January 15; April 15, July 15; October 15). The first quarterly report shall be submitted no later than October 15, 2024. The report shall be submitted electronically via e-mail. At a minimum, the quarterly report shall contain the following information for the previous quarter: (a) the total quantity of each type of Residential Waste (e.g., Garbage; Bulky Waste) delivered to each Designated Facility pursuant to this Agreement; (b) the total quantity of Single Stream Recyclable Material delivered to Designated Facilities; (c) the total amount of Solid Waste and Recyclable Material (if any) delivered to other facilities; (d) the total number of Missed Collections; (e) the total number of Legitimate Complaints, other than Missed Collections; (f) a summary of each accident involving personal injuries or property damage; and (g) the total number of Recycling Carts (broken down by size) that were provided to Customers by the Contractor.

35.3.2 The quarterly report shall include any information requested by the Director to enable the County to comply with Chapter 403, Florida Statutes, or other Applicable Laws concerning Recycling rates, Recycling goals, Solid Waste management programs, or similar matters.

35.3.3 Whenever the Contractor submits a quarterly report to the County, the Contractor also shall submit a signed written statement from the District Manager or their designee, verifying that the quarterly report is accurate in all respects. The District Manager or their designee also shall verify each month that: (a) all of the Residential Waste collected by the Contractor has been delivered to a Designated Facility; (b) the Contractor has accurately informed each Designated Facility whether to bill the County for each Load delivered by the Contractor; and (c) the Contractor's quarterly report accurately accounts for all deliveries to all Designated Facilities and all non-Designated Facilities.

35.4 ANNUAL REPORT

In addition to the other reporting requirements in this Agreement, the Contractor shall submit an annual report to the Director no later than forty-five (45) calendar days after the end of each Operating Year. The first annual report shall be submitted to the County on or before November 15, 2025. At a minimum, the annual report shall include the following information: (a) annualized information for all items required in the quarterly reports; (b) updated lists of all vehicles and equipment used to provide Collection Service under this Agreement; (c) a description and inventory of the equipment, facilities, manpower, and other resources available for emergency conditions; (d) a trend analysis and overall evaluation of the number and types of Legitimate Complaints received by the Contractor on a monthly and annual basis during the term of this Agreement; (e) a corrective action plan for systemic and chronic problems, if any; (f) an updated Collection Plan; (g) an updated Contingency Plan; (h) an updated Safety Plan; (i) a summary of all accidents involving personal injuries or damage to public or private property during the prior year; and (j) a list of the vehicles, if any, that will be replaced in the upcoming year to comply with the requirements in Section 30.3 herein.

35.5 ACCIDENT REPORTS

Contractor shall notify the Director concerning all OSHA reportable events and serious accidents involving the Contractor's staff, vehicles, or equipment that occur while the Contractor is performing services under this Agreement. More specifically, the Contractor shall notify the Director if an accident or event: (a) results in personal injuries; (b) results in damages to public or private property that exceeds five hundred dollars (\$500); or (c) requires notification to OSHA or another regulatory agency under Applicable Laws. In all such cases, oral notice shall be provided within six (6) hours of the accident and a written report shall be provided to the Director within one (1) Operating Day of the accident. If any issues are unresolved at that time, a subsequent report shall be provided to the Director within two (2) Operating Days following the ultimate disposition of the case. The oral and written reports shall include the date and time of the event, a description of the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

35.6 COUNTY'S RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS

35.6.1 Contractor shall cooperate with the Director and provide every reasonable opportunity for the County to ascertain whether the duties of the Contractor are being performed properly. The Contractor shall promptly provide any information regarding the services provided by the Contractor under this Agreement, in addition to the information required explicitly by this Agreement, that the Director or the Contractor deem relevant under the circumstances.

35.6.2 The County shall have the right to inspect, copy, and audit, at the County's expense, all of the Contractor's records concerning the Contractor's services under this Agreement, except documents that are exempt from disclosure under Florida law. The Contractor's records shall be made available for inspection in the County during normal business hours, within five (5) Operating Days after the County requests the records. The Contractor may provide electronic copies of the records, in lieu of hard copies.

35.7 PUBLIC'S RIGHT TO INSPECT CONTRACTOR'S RECORDS

35.7.1 The Contractor shall ensure that its records are prepared, stored, maintained, and provided in compliance with Applicable Law, including any applicable provisions in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

35.7.2 In accordance with Chapter 119, Florida Statutes, any written documents that are submitted to the County will become the property of the County and will not be returned. All information contained within such documents shall be available for public inspection, except as otherwise provided under Chapter 119, Florida Statutes, or other Applicable Laws.

35.7.3 The Parties acknowledge and agree that the statements and provisions below are required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes. The inclusion of this statement and the provisions below shall not be construed to imply that the Contractor has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that the Contractor is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statements or provisions are otherwise applicable to the Contractor. The Contractor may contact the County's custodian of public records with questions regarding the application of the public records law; however, the Contractor is advised to seek independent legal counsel as to its legal obligations. The County cannot provide advice to the Contractor regarding the Contractor's legal rights or obligations. The County shall provide the Contractor with written notice if the name or contact information for the public records custodian changes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACTOR'S WORK UNDER THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NO. (904) 209-0805; E-MAIL: PUBLICRECORDS@SJCFL.US; MAILING ADDRESS: 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084.

If the Contractor is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Contractor shall comply with the public records law and shall:

- (a) Keep and maintain public records required by the County to perform the services.
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the County.
- (d) Upon completion of the Contractor's work under this Agreement, transfer at no cost to the County, all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the

service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, or the requirements of this Section 35.7 shall constitute a default under this Agreement and shall be grounds for termination of this Agreement.

SECTION 36: PUBLIC NOTICES AND EDUCATIONAL SERVICES

The Contractor shall provide the following notices and educational services to help inform the public about the County's Solid Waste management system. The Contractor shall work closely with the County when preparing the notices, educational materials, and promotional information required pursuant to this Section 36. The design and content of the notices, educational materials, and promotional information shall be subject to the Director's prior approval. The Contractor shall be responsible for all expenses associated with designing, printing, publishing, and delivering the notices and otherwise providing the educational services required herein. All of the notices posted on the Contractor's website pursuant to this Section 36 shall be in English and Spanish.

36.1 NOTICE FOR COMMENCEMENT OF SERVICE

At least ten (10) calendar days before the Commencement Date, the Contractor shall design, print, and deliver a notice to each Customer concerning the Contractor's Collection Service and schedules. The notice shall be delivered by the U.S. Postal Service or hand delivered via door hangers. At a minimum, the notice shall: (a) identify each of the Scheduled Collection Days for the Customer receiving the notice; (b) summarize the applicable Set Out requirements; (c) identify the telephone number and e-mail address that Customers can use to notify the Contractor about complaints and requests for service; and (d) include other educational and promotional information provided to the Contractor by the County. The notice for Customers also shall be posted on the Contractor's website at least thirty (30) days before the Commencement Date.

36.2 SEMIANNUAL NOTICES TO CUSTOMERS

Twice each year the Contractor shall design, print, and mail or deliver educational materials to all Customers within the Service Area. The notices shall include the same basic information provided for the commencement of service pursuant to Section 36.1, above, but shall be updated as deemed necessary by the Director. The Contractor shall provide the first semiannual notice in December 2024. Thereafter, the semiannual notices shall be provided each Operating Year during the two months designated by the Director.

36.3 NOTICES FOR NEW CUSTOMERS

The Contractor shall design, print, and mail or deliver appropriate informational materials for each New Customer. At a minimum, the notice shall include the same information that is contained in the semi-annual notice pursuant to Section 36.2, above. The notice shall be provided no later than the date when the Contractor begins to provide Collection Service to the New Customer.

36.4 NOTICES CONCERNING PERMANENT CHANGES IN COLLECTION SCHEDULES

The Contractor shall design, print, and deliver a notice to each Customer that will be affected by a permanent change in the Scheduled Collection Days. An electronic (digital) copy of the draft notice shall be submitted to the Director for review and approval at least thirty (30) days before the proposed change in the Scheduled Collection Days. The approved notice shall be provided twice to all affected Customers. Such Customers shall receive notice at least fourteen (14) days before the proposed change in service and they shall receive notice again approximately seven (7) days before the proposed change. The Contractor also shall place the notice on the Contractor's website at least fifteen (15) days before the permanent change occurs. In addition, notice shall be published in the newspaper with the largest circulation in the County at least five (5) calendar days before the change occurs. The Director may waive the requirement for newspaper notice if the Contractor demonstrates to the Director's reasonable satisfaction that an alternate method of providing notice (e.g., emails; telephone calls) will be effective.

36.5 NOTICES FOR HOLIDAYS

In accordance with the procedure in Section 36.4, above, the Contractor shall provide newspaper notice to Customers that will be affected by a change in their Scheduled Collection Days because of a Holiday. In the alternative, the Director may waive this requirement and approve the use of an alternate method of providing notice, in accordance with Section 36.4, above.

SECTION 37: CONTRACTOR'S EMERGENCY SERVICES

37.1 COLLECTION OF GARBAGE AFTER A DISASTER

When severe weather (e.g., a hurricane or tropical storm) is approaching or a natural or manmade disaster is anticipated, the Contractor shall continue to provide Collection Service in compliance with this Agreement until: (a) the Director and the Contractor agree that Collection Services should be suspended due to unsafe operating conditions; (b) sustained winds exceed thirty (30) miles per hour, as determined by the local or national weather service; or (c) Collection Services must be suspended pursuant to Applicable Law. Following a hurricane, tornado, or other natural or human event that is declared a County, state, or federal disaster, the Contractor shall use its best efforts to immediately collect, by any means available, all of the Garbage that is Set Out by Customers, once instructed to do so by the County. This shall be the Contractor's primary responsibility until the Contractor is able to provide Collection Services on a routine basis, as determined by the Director. The Contractor shall use its best efforts to resume its Collection Services for Bulky Waste, Yard Waste, and Single Stream Recyclable Materials on the Scheduled Collection Days as soon as possible after the disaster. Until the Contractor resumes normal Collection Service, the Contractor's work for the County shall be the Contractor's highest priority and it shall take priority over the Contractor's work for members of the private sector. All of the vehicles and other equipment that the Contractor and its subcontractors (if any) have dedicated to serving the County during normal operations under this Agreement shall continue to be dedicated to the County following a disaster. When the Director is determining whether to suspend or resume the Contractor's Collection Service, the Director shall consult with the Contractor and carefully consider the safety of the Contractor's employees and equipment, in addition to the safety of the other members of the community.

37.2 EMERGENCY VARIANCES IN ROUTES AND SCHEDULES

If a hurricane, tropical storm, tornado, or other natural or human event is declared an emergency or a local, state, or federal disaster, the Director may grant the Contractor a variance from the Contractor's regular Routes and schedules. Requests for a variance shall be submitted in writing to the Director. If the Contractor's request is granted, the Contractor shall furnish a map depicting the revised Routes and shall provide the revised schedules in writing. Thereafter, the Contractor shall contact the Director on a daily basis and describe the status of the Contractor's efforts to provide Collection Service and resume the use of normal Routes and schedules.

37.3 COLLECTION OF DISASTER DEBRIS

37.3.1 The County and Contractor shall may enter into a separate agreement for the Contractor collect Disaster Debris, subject to the requirements in Exhibit 10, if the Director requests such services and confirms in writing that the County will pay the applicable Rates in Exhibit 9. Nothing herein shall require the County to utilize the services of Contractor, or prevent the County from hiring another Person, to collect Disaster Debris. Among other things, the County may utilize the County's Disaster Debris Contract in accordance with the County's emergency management plan, or the County may utilize County personnel and equipment, for the Collection of Disaster Debris.

37.3.2 If the Federal Emergency Management Agency declares that the County is a federal disaster area, the County shall be primarily responsible for the Collection of Disaster Debris in the Service Area, subject to the conditions contained herein. The County shall make a good faith effort to collect and remove the Disaster Debris generated by the federally declared disaster, but the County shall have the sole authority to determine the extent of the clean-up that will be conducted by the County and its agents. When the County's tasks under this paragraph have been completed, as determined by the Director, the Director shall notify the Contractor to resume all of its normal Collection Services.

37.4 CONTRACTOR'S CONTINGENCY PLAN

The Contractor shall develop a Contingency Plan, which shall describe the Contractor's plan of action in the event that an emergency or other situation disrupts the Contractor's normal operations (e.g., renders the Contractor's operation yard or equipment unusable; prevents the Contractor's drivers from reporting for work). Additionally, the Contingency Plan shall describe the Contractor's plan for collecting the increased quantities of Yard Waste which is historically Set Out each year in March and April. The Contingency Plan shall describe the steps that the Contractor shall take to avoid interruptions or reductions in Collection Service under such circumstances. The Contingency Plan shall be submitted to the Director in

compliance with the schedule in Section 5.2(f). The Contingency Plan shall be updated annually and resubmitted to the Director (a) with the Contractor's annual report and (b) within ten (10) Operating Days after the plan is revised by the Contractor. The Contingency Plan and all revisions to the plan are subject to the Director's approval.

37.5 COUNTY'S EMERGENCY MANAGEMENT MEETINGS

If requested by the Director, the Contractor shall attend the County's emergency management and disaster preparedness meetings and shall provide the County with any materials that may be useful to the County's efforts, including Collection schedules and Routes. The Director shall notify the Contractor of the date, time, and location of the meetings, and shall identify any necessary materials that are to be provided by the Contractor.

SECTION 38: RATES FOR CONTRACTOR'S SERVICES

38.1 UNIFORM RATES FOR RESIDENTIAL COLLECTION SERVICES

The County shall pay the Contractor for the services rendered by the Contractor in compliance with the terms and Conditions of this Agreement. The Contractor which is attached hereto and incorporated herein, and tractor shall be paid in accordance with the Rates set forth Exhibit 2, which is attached hereto and incorporated herein, and shall constitute full and complete compensation to the Contractor for the Residential Collection Services provided by the Contractor under this Agreement. The Rates in Exhibit 2 are the maximum amounts that shall be charged for such services and shall apply uniformly to each Customer that receives such service, regardless of the number of Garbage Cans or Recycling Carts used by the Customer.

38.2 RATES FOR SUPPLEMENTAL COLLECTION SERVICES

The Rates for some Supplemental Collection Services are shown in Exhibit 9. The Rates for other Supplemental Collection Services shall be negotiated by the County or the Customer, as provided herein. However, all of the Rates for Supplemental Collection Services shall be subject to the Director's approval, which shall not be unreasonably withheld.

38.3 ANNUAL CPI ADJUSTMENT TO COLLECTION COMPONENT OF RATES

38.3.1 On October 1, 2025, and each October 1 thereafter during the term of this Agreement, the Rates shall be adjusted to reflect changes in the cost of Collection during the previous year due to inflation. More specifically, the Rates in Exhibit 2 shall be adjusted by an amount that is equal to one hundred percent (100%) of the percentage change in the Consumer Price Index ("CPI"), as defined in Section 1.25, above, during the most recent twelve consecutive month period beginning on April 1 and ending on March 31, unless the amount of the adjustment is otherwise limited below. For example, with regard to the adjustment on October 1, 2025, the relevant period will be April 1, 2024, through March 31, 2025.

38.3.2 The CPI adjustments shall be based on the consumer price index published by the United States Department of Labor, Bureau of Labor Statistics, for All Urban Consumers (CPI-U). More specifically, the CPI adjustments shall be based on the CPI-U, as reported by detailed expenditure category for "All items less food and energy - Garbage and trash collection, U.S. City Average, Base Period: December 1983 = 100. The percentage change in the CPI shall be calculated by using the following formula:

$$PC\ CPI = CPI\ 1\ divided\ by\ CPI\ 2,\ minus\ 1.0,\ multiplied\ by\ 100$$

The formula also can be shown as:

$$PC\ CPI = \left[\frac{(CPI\ 1)}{(CPI\ 2)} - 1 \right] \times 100$$

Where:

- PC is the percentage change in the CPI from one year to the next
- CPI 1 is the CPI index number for the most recent April (e.g., April 2024)
- CPI 2 is the CPI index number for April in the year before CPI 1 (e.g., April 2023)

The average CPI index number for any year shall be calculated by adding the CPI index numbers for each month during that year and then dividing the sum by 12.

Notwithstanding anything else contained herein, the CPI adjustment to the Rates in a single Operating Year shall not cause the Rates to increase by an amount that exceeds five percent (5%) of the Rate in the prior Operating Year. There shall be no "catch up" adjustment to the Rates in future years (i.e., there will not be an adjustment to the Rates in the future to offset or mitigate the effect of the five percent (5%) "cap" in a year when the CPI adjustment would exceed five percent (5%), but for the five percent (5%) limitation contained herein). Further, the CPI adjustment shall always be equal to or greater than zero (0). Therefore, the CPI adjustment shall never result in a reduction in the Rates.

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

38.4 RATE ADJUSTMENTS FOR CHANGES IN LAW

38.4.1 If a Change in Law will directly and materially affect the Contractor's cost of providing its services under this Agreement, the Contractor may request the County to adjust the Rates. If the Contractor wishes to exercise this option, the Contractor shall prepare and submit a schedule of proposed Rates that will distribute the increased costs in a fair and non-discriminatory manner. The Contractor's request shall be accompanied by all data and analyses necessary for the Director to fairly evaluate the proposed Rate increase. The Director may request, and upon request the Contractor shall provide, additional information as necessary. After receiving the requested information, the Director shall present the Contractor's request and the Director's recommendations to the County Administrator. The Contractor shall be given a reasonable opportunity to meet with the County Administrator and explain the basis for its request.

38.4.2 The Director and the County Administrator shall fairly evaluate the Contractor's request in a timely manner and in compliance with the requirements in Section 34.4, above. Subject to the provisions of Section 34.4, the Contractor's request shall be approved if the request complies with the requirements in this Section 38.4 and the Agreement. The County Administrator's decision to grant or deny the Contractor's request shall constitute final action by the County. The Contractor shall have no right to appeal the County Administrator's decision to the Board.

38.4.3 If any adjustments to the Rates are approved, the adjusted Rates shall become effective upon the date designated by the County Administrator. Adjustments (if any) to the Rates shall be designed to compensate the Contractor for the increased costs incurred by the Contractor after the Change in Law took effect.

38.4.4 If a Rate adjustment is approved pursuant to this Section 38.4 and the adjustment will cause the Rate for any Collection Service to increase by an amount that is equal to or greater than twenty percent (20%) of the Rate in effect before the adjustment took effect, or cause the Rate for any Collection Service to be greater than one hundred fifty percent (150%) of the Rate on the Effective Date (adjusted by the CPI), the Board may terminate this Agreement at any time after providing one hundred eighty (180) days' notice to the Contractor. The termination shall take effect on a date selected by the Board.

38.5 EXTRAORDINARY RATE ADJUSTMENTS

Once each Operating Year, before April 1, the Contractor may petition the County Administrator for a Rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. The Contractor's petition shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's petition shall include an audited statement of the Contractor's historical and current expenses, demonstrating that the Contractor has incurred an extraordinary increase in the Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant that is licensed in the State of Florida and not an employee of the Contractor or its affiliates. At its expense, the County may audit the Contractor's records to evaluate the Contractor's request. The County Administrator may request from the Contractor, and the Contractor shall provide, all of the information that is reasonably necessary for the County Administrator to evaluate the Contractor's petition.

38.5.1 The Contractor shall be given a reasonable opportunity to meet with the County Administrator and explain the grounds for its petition. The County Administrator shall recommend approval or denial to the Board of County Commissioners for approval once the County Administrator receives all of the information requested from the Contractor. The Board of County Commissioners may deny the Contractor's request for any reason or no reason, as the Board of County Commissioners deems appropriate. The Board of County Commissioners decision shall be final and non-appealable.

38.5.2 If the Contractor's request is granted in whole or in part, the Board of County Commissioners shall have the right to reduce the Contractor's Rates, if and to the extent that the factors causing the Contractor's price increase have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the Director shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Rate increase should remain in effect. The Board of County Commissioners may reduce the Contractor's Rates to the levels that were in effect before the extraordinary Rate increase was granted (adjusted by CPI), if the Contractor does not timely submit adequate information to justify the continued payment of the extraordinary Rate increase.

38.6 RATES FOR DISASTER DEBRIS

If the Director wishes to have the Contractor collect Disaster Debris following a federally declared disaster, the County may pay the Contractor in accordance with the Rates in Exhibit 9. In the alternative, the County and the Contractor may enter into a separate contract and the County shall pay the Contractor in accordance with the terms, conditions, and Rates that are mutually agreed upon by the County and the Contractor before the commencement of the Contractor's work under that contract. This Agreement does not authorize any payments for the Collection of Disaster Debris.

SECTION 39: PAYMENTS TO CONTRACTOR FOR COLLECTION SERVICES

39.1 GENERAL BILLING AND PAYMENT PROVISIONS

Subject to the conditions and limitations contained herein, the County and the Customers shall pay the Contractor for the services that the Contractor provides in compliance with the requirements in this Agreement. However, the County and the Customers shall have no obligation to pay any fee, charge, cost, or other sum to the Contractor unless: (a) such fee is explicitly identified in Exhibit 2; or (b) such fee is explicitly authorized in this Agreement. In all cases, the County shall have the sole authority to determine whether and the extent to which the Contractor is entitled to payment for services it provided under this Agreement.

39.2 PROHIBITIONS ON PAYMENTS FROM CUSTOMERS TO CONTRACTOR

Neither the Contractor nor its agents, subcontractors, employees or other representatives shall solicit or accept any payment or monetary remuneration from any Customer for the provision of any service described in this Agreement, unless such payments are explicitly authorized in this Agreement and the payments are less than or equal to the amounts authorized. If a Customer or other Person delivers any money to the Contractor for any service provided in the Service Area, and such payment is not explicitly required in this Agreement, the Contractor shall return the money to the Customer within five (5) Operating Days after the money is received by the Contractor.

39.3 COUNTY PAYMENTS FOR RESIDENTIAL COLLECTION SERVICE

39.3.1 Subject to the conditions contained herein, the County shall pay the Contractor for the Residential Collection Service that is provided by the Contractor in compliance with this Agreement. The County's payments to the Contractor for Residential Collection Service shall be made on a monthly basis, in arrears, for the Collection Service provided by the Contractor during the previous Operating Month.

39.3.2 On or before the tenth day of each Operating Month, the Contractor shall provide the County with an invoice for the Residential Collection Services that were provided by the Contractor in the Service Area during the prior Operating Month. The format and content of the Contractor's invoice shall be subject to the approval of the Director. The amount of the County's payments to the Contractor shall be calculated by multiplying the monthly Rate for Residential Collection Service times the number of Dwelling Units that were on the Customer List on the first day of the Operating Month for which payment is being made.

39.3.3 The Contractor's invoice shall be accompanied by such documentation or data as the County may reasonably require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the County that: (a) the invoice accurately describes each service for which payment is requested; (b) the services identified in the invoice have been properly and timely performed in compliance with the requirements in this Agreement; (c) the expenses included in the invoice have been reasonably incurred in compliance with this Agreement; (d) all services described in the invoice were provided to the public for the purposes set forth herein; (e) all obligations of the Contractor covered by prior invoices have been paid in full; (f) the amount requested by the Contractor is currently due and owing; and (g) the Contractor is not aware of any reason why the amount set forth in the invoice should not be paid by the County. Submission of the Contractor's invoice for payment shall further constitute the Contractor's representation to the County that, upon receipt from the County of the amount invoiced, all obligations of the Contractor to others, including its

consultants and subcontractors, incurred in connection with the work described in the invoice, will be paid in full. The Contractor shall submit its invoices to the County at the following address:

ATTN: St. Johns County
Solid Waste Division
2750 Industry Center Rd
St. Augustine, FL 32084

39.3.4 If the County identifies any errors or omissions in the Contractor's invoice, the County will request the Contractor to prepare and submit a revised invoice. The Contractor's request for payment will not be approved until the County receives a correct invoice. The County has the right to contest the amounts requested in the Contractor's invoice, but the County shall pay all undisputed amounts in compliance with the Florida Prompt Payment Act (Section 218.70, et seq., Florida Statutes). Before the County pays the Contractor's invoice, the County may deduct any amount that the Contractor owes to the County, including liquidated damages and Franchise Fees.

39.3.5 The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board. The Contractor acknowledges and agrees that this Agreement is not a commitment of future appropriations by the County.

39.4 COUNTY PAYMENTS FOR SUPPLEMENTAL COLLECTION SERVICES

The Contractor shall not bill the County, and the County shall not pay the Contractor, for the services provided to the County pursuant to Section 8 of this Agreement, except as expressly authorized in Section 8.4, above. The Contractor's invoice for services pursuant to Section 8.4 shall identify the specific services that were provided and the applicable Rate for each service. The Contractor's invoice for services pursuant to Section 8.4 shall be submitted with the Contractor's invoice for the Residential Collection Services that were provided in the same Operating Month, except to the extent that Exhibit 10 expressly establishes a different schedule for storm debris. The invoice shall be reviewed and paid by the County, subject to the procedures and requirements in Section 39.3, above.

39.5 COUNTY'S UNDERPAYMENTS AND OVERPAYMENTS TO CONTRACTOR

If the County pays the Contractor in error for any reason, the Contractor shall promptly notify the Director to rectify the mistake. The County shall make appropriate adjustments to the Contractor's payments under this Agreement to off-set past underpayments and overpayments resulting from any error. However, the County shall not be obligated to make any adjustments to correct for underpayments that occurred more than six (6) months before the County received the Contractor's notice of the error. The Parties agree that this limitation on the Contractor's remedies is reasonable and necessary to prevent untimely claims.

39.6 LIMITATIONS ON CONTRACTOR'S RIGHT TO PAYMENT FROM COUNTY

The County shall have no obligation to pay the Contractor for any of the services provided by the Contractor to its Customers, except as provided in Section 39.3, above. The Contractor shall have no right to any revenues or funds obtained by the County from any other sources, including funds distributed to the County by the Florida Department of Environmental Protection or any other Person.

39.7 PAYMENTS FOR RECYCLING CARTS

39.7.1 All of the costs associated with purchasing, assembling, delivering, repairing, and replacing Recycling Carts are included in the Rates shown in Exhibit 2, except as otherwise provided in the following paragraph.

39.7.2 Pursuant to Section 29.1.2, above, the Contractor shall provide each Customer with a replacement cart if the Customer's Recycling Cart is stolen or damaged beyond repair. However, the Contractor may charge a reasonable fee to each Customer that wishes to purchase a new Recycling Cart and then use two (2) or more Recycling Carts. The Contractor's fee for purchasing, assembling, and delivering a new Recycling Cart for a Customer shall not exceed the amount provided herein on Exhibit 2. The Contractor shall be solely responsible for billing and collecting the fees for selling and delivering Recycling Carts directly to Customers.

39.7.3 Except for the fees authorized in this Section 39.7 and the fees authorized in Section 29.4 for delivering carts, the Contractor shall not charge or collect any separate fee for purchasing, assembling, repairing, or delivering Recycling Carts for any Customer.

39.8 PAYMENT FOR SUPPLEMENTAL COLLECTION SERVICE

39.8.1 Subject to the conditions herein, a Customer shall pay a separate Rate for any Supplemental Collection Service that the Customer requests and receives. The Contractor shall be solely responsible for billing the Customer and collecting the applicable Rate for any Supplemental Collection Services the Contractor provides pursuant to this Agreement. The Contractor also shall be responsible for paying all Tipping Fees for the disposal or processing of the Solid Waste and other materials collected by the Contractor when providing Supplemental Collection Services. Further, the Contractor shall be responsible for billing the Customers and collecting the Franchise Fees that the Contractor must pay for Supplemental Collection Services.

39.8.2 The Contractor and the Customer shall negotiate a mutually acceptable Rate for the Contractor's Supplemental Collection Services. The maximum Rates for some Supplemental Collection Services are shown in Exhibit 10. If the Contractor and a Customer are unable to agree about the Rate, (a) the Contractor or the Customer may request the Director to determine a reasonable Rate for the Supplemental Collection Service or (b) the Customer may obtain the Supplemental Collection Service from a third party (i.e., another vendor). The Contractor shall have no obligation to provide a Supplemental Collection Service, and the Customer shall have no obligation to pay the Contractor for such service, unless the Customer agreed in writing to pay the negotiated Rate before the Contractor provided its service.

SECTION 40: PAYMENTS TO THE COUNTY

40.1 FRANCHISE FEES

40.1.1 The Contractor shall pay Franchise Fees to the County each month separate from the Contractor's invoices for services under this Agreement.

40.1.2 The Contractor shall pay a Franchise Fees to the County for any revenue generated above and beyond the base revenues generated by the Contractor's Residential Collection Services in the Service Area (i.e., one (1) day a week collection for Solid Waste, Recycling, and Yard Waste and Bulky Waste). The Franchise Fee shall be equal to five percent (5%) of the Contractor's Gross Revenues for: (a) the Supplemental Collection Services that the Contractor provides to a Customer or Community pursuant to this Agreement; (b) Tipping Fees for the disposal of Solid Waste collected while providing Supplemental Collection Services; and (c) the sale of additional Recycling Carts to Customers. Gross Revenues do not include the amounts the Contractor charges the County for Supplemental Collection Services provided to the County pursuant to Section 8.4, above.

40.1.3 The Franchise Fee for Supplemental Collection Service shall be delivered to the County within twenty (20) calendar days after the end of the Operating Month for which payment is being made. Accordingly, the Contractor's first payment of the Franchise Fee shall be based on the Supplemental Collection Services provided in August 2024 and the payment shall be delivered to the County no later than September 20, 2024.

40.1.4 Each of the Contractor's payments shall be accompanied by a standard form that shows how the amount of the payment was calculated. The format and content of the standard form shall be subject to the Director's approval. Upon the Director's request, the Contractor also shall provide the Director with a detailed report that supplements and confirms the accuracy of the information in the standard form. The supplemental report shall include the name and address of each Customer that received Supplemental Collection Services during the Operating Month, the exact services that were provided to each Customer, and the amounts billed to each Customer. The report shall be submitted with an Excel spreadsheet or in another format that is compatible with the County's computer software programs.

40.1.5 The Board shall have the right to change, at any time, the nature and amount of the Franchise Fees. If the Board exercises this right, the Board shall determine whether, and the extent to which, a corresponding change should be made in any of the Rates. It is the Parties' intent that the Franchise Fee will be set by the Board and then passed through to the Customers.

40.1.6 At any time, the County may use its own staff or an independent, third-party accountant to conduct an audit of the Contractor's records concerning the Franchise Fees paid to the County. The cost of the audit will be paid by the County unless the audit reveals that the Contractor's payments of Franchise Fees during an Operating Month or Operating Year were less than ninety-nine percent (99.0%) of the Franchise Fees owed to the County. If the Contractor's payments failed to reach this threshold, the Contractor shall pay for the audit.

40.2 OTHER PAYMENTS

The County shall submit invoices to the Contractor for any fee or charge that is due and owed to the County from the Contractor, except for the payments otherwise addressed in this Section 40. The Contractor shall pay the County's invoice within thirty (30) calendar days after receipt.

SECTION 41: RECYCLING REVENUES

The County shall receive all of the revenues derived from the sale of the Single Stream Recyclable Materials that are collected by the Contractor pursuant to this Agreement, including Single Stream Recyclable Materials from single-family Dwelling Units, and the County's properties. The Contractor shall have no right to sell any such materials or receive any revenues from such sales.

SECTION 42: PAYMENT OF TIPPING FEES

42.1 Subject to the conditions herein, the County shall pay the Tipping Fees for the disposal of the Garbage, Rubbish, Bulky Waste, and White Goods that the Contractor collects from Residential Property and then delivers to a Designated Facility when providing routine Residential Collection Services (i.e., not Supplemental Collection Services) for Customers. The County will not pay the Tipping Fees for the processing of Single Stream Recyclable Material, Yard Waste and the disposal of Contaminated Recyclable Material, that Contractor collects from Customers and delivers to a Designated Facility. Further, the County shall pay the Tipping Fees for the disposal of any material that the Contractor collects when providing a Supplemental Collection Service for the County pursuant to Section 8.4, above.

42.2 Except as otherwise set forth set forth in Section 42.1, above, the Contractor shall be solely responsible for the payment of all Tipping Fees, processing fees, costs, and other charges associated with the Recycling or disposal of any Solid Waste or Recyclable Material collected by the Contractor. Among other things, the Contractor shall pay the Tipping Fees and disposal costs for any Solid Waste that is: (a) collected from a commercial establishment; (b) collected outside of the Service Area; (c) collected pursuant to a Supplemental Collection Service; (d) not Residential Waste; or (e) not collected pursuant to this Agreement (f) Yard Waste.

42.3 When the Contractor delivers any Solid Waste to a Designated Facility, the Contractor shall tell the scale house operator whether the Tipping Fees shall be paid by the Contractor or the County. The Contractor shall use its best efforts to ensure that the scale house operator is properly informed so that the Disposal Facility will charge the County for Tipping Fees only when such charges are appropriate. Among other things, the Contractor shall not tell the scale house operator to charge the County for the disposal of any Solid Waste (a) that was generated outside of the Service Area; (b) that was generated by a Person who is not a Customer; or (c) when the Contractor is obligated by this Agreement to pay the Tipping Fees.

SECTION 43: VERIFICATION OF PAYMENT AMOUNTS

The County's acceptance of any payment from the Contractor, or the County's deduction of any amount from any payment due to the Contractor, shall not be construed as an accord that the amount paid is the correct amount, nor shall it be construed as a release or satisfaction of any claim the County may have for additional sums payable from the Contractor.

SECTION 44: ADMINISTRATIVE CHARGES

44.1 BASIS FOR ADMINISTRATIVE CHARGES

The County and the Contractor acknowledge and agree that the Contractor's failure to perform in strict compliance with this Agreement will cause the County to incur expenses and damages that will be difficult or impossible to accurately determine. Accordingly, the Contractor and the County agree that the following amounts are reasonable estimates of the County's damages, and thus constitute liquidated damages, and not penalties for the Contractor's breach of this Agreement. These liquidated damages or liquidated damages are supplemental to any other remedies the County may have under this Agreement or at law or in equity. The Contractor and the County also have consulted with their legal counsel and confirmed that these liquidated damages are appropriate and will help the Parties accomplish their mutual goal of providing certainty about such matters.

44.2 PROCEDURE FOR ASSESSING ADMINISTRATIVE CHARGES

44.2.1 The Director shall conduct a preliminary evaluation of the relevant facts before the Director decides whether liquidated damages should be assessed against the Contractor. At a minimum, the Director shall provide written notice to the Contractor, and offer to discuss the relevant facts with the Contractor within five (5) Operating Days after the date of the notice. In all cases, the Contractor shall have the right to present photographs, GPS data, and other relevant information to the Director and thus demonstrate that liquidated damages should not be imposed. Following this discussion (if any) or the expiration of the five (5) Operating Day period, whichever occurs first, the Director shall determine whether liquidated damages should be assessed. The County shall not assess and the Contractor shall not be required to pay liquidated damages in those cases where the delay or failure in the Contractor's performance was (a) excused in advance by the Director in writing; or (b) due to unforeseeable causes that were beyond the Contractor's reasonable control, and without any fault or negligence of the Contractor.

44.2.2 Prior to assessing administrative charges, the Director shall provide written notice to the Contractor, indicating the County's intent to assess liquidated damages and the basis for the County's position. The Director's notice shall be provided to the Contractor within sixty (60) days after the incident that is the subject of the proposed administrative charges.

44.2.3 After receiving the Director's letter, the Contractor shall have ten (10) Operating Days to file a written letter of protest with the Director.

44.2.4 If a protest is timely filed, the matter shall be referred to the County Administrator for resolution. The County Administrator shall review the issues in a timely manner and then provide a written decision to the Contractor. The County Administrator's decision shall be final and non-appealable, except as provided in Section 44.2.6, below.

44.2.5 If a protest or petition is not timely filed by the Contractor, or if the County Administrator concludes that liquidated damages should be assessed, the Contractor shall deliver its payment of liquidated damages to the Director within twenty (20) days of receiving the written decision of the Director or County Administrator, as applicable. If the Contractor fails to pay an administrative charge when due, the County may deduct the administrative charge from the County's monthly payments to the Contractor.

44.2.6 The procedures in this Section 44 shall be used in lieu of the procedures in Section 49 when resolving disputes concerning administrative charges, unless the liquidated damages assessed in one month will exceed Twenty Thousand Dollars (\$20,000). If the liquidated damages will exceed this threshold, the Contractor may use the procedures in Section 49, at the Contractor's option, to resolve any dispute concerning the liquidated damages for that month.

44.3 LIQUIDATED DAMAGES BEFORE COMMENCEMENT DATE

The Director shall impose liquidated damages for the Contractor's actions during the Transition Period in the amounts set forth in Sections 44.3.1 through 44.3.4, below:

44.3.1 Failure to provide purchase orders or other documentation to the County by the deadline in Section 5.2(d), confirming that all necessary Collection vehicles and Collection Containers have been ordered and are scheduled to be delivered to the Contractor's local equipment yard no later than the deadline shown in Section 5.2(d). For each calendar day of delay, Five Hundred Dollars (\$500) shall be assessed against the Contractor.

44.3.2 Failure to mail or deliver the County-approved brochures and informational materials to all Customers in compliance with the schedules in Section 36.1. For each calendar day of delay, Twenty-Five Dollars (\$25) shall be assessed against the Contractor for each Customer that did not receive the appropriate materials in compliance with the schedules herein, but the maximum assessment shall not exceed Three Thousand Dollars (\$3,000) per day.

44.3.3 Failure to have all of the necessary Collection vehicles delivered to the Contractor's local equipment yard and ready for service (e.g., registered, licensed, and tagged) by the deadline in Section 5.2(j). For each calendar day of delay, One Thousand Dollars (\$1,000) shall be assessed against the Contractor.

44.3.4 Failure to timely file any report, plan, or other document (collectively, "Document") required pursuant to Section 5.2 shall result in the imposition of a One Hundred Dollar (\$100) assessment for each calendar day that such Document is late. A separate assessment shall be imposed for each Document that is late. For the purposes of this Section 44.3.4 only, a Document shall be deemed late if: (a) the Director gives written notice to the Contractor that the Document was not filed

in compliance with the schedule in Section 5.2; and (b) the Contractor fails to submit the Document within five (5) Operating Days after the Director provides notice.

44.4 LIQUIDATED DAMAGES DURING TERM OF AGREEMENT

On and after the Commencement Date, the Director shall assess liquidated damages as follows:

44.4.1 Failure to clean up Solid Waste, litter, or other material in compliance with the requirements in this Agreement, within the deadlines set forth herein, after receiving written notification (e.g., via e-mail) by the Director or a Customer. Each failure shall result in the imposition of a One Hundred Fifty Dollar (\$150) assessment per event.

44.4.2 Failure to collect the Garbage, Rubbish, Yard Waste, Bulky Waste, or Single Stream Recyclable Material that was properly Set Out for Collection by a Customer on the Scheduled Collection Day, in cases where the Contractor received written notification from the County or the Customer concerning the Missed Collection and then the Contractor failed to collect the Customer's waste or material by the end of the next Operating Day after receiving such notification. Each failure shall result in the imposition of a One Hundred Dollar (\$100) assessment per Operating Day.

44.4.3 Failure to complete a Route on the Scheduled Collection Day. A Route shall be considered incomplete if ten (10) or more Dwelling Units on the Route do not receive Collection Service on the Scheduled Collection Day. Each failure shall result in an assessment of One Thousand Dollars (\$1,000) per Route, per Operating Day. This assessment shall be used in lieu of Section 44.4.2 in cases involving incomplete Routes.

44.4.4 Mixing Single Stream Recyclable Materials with Solid Waste, or mixing any other materials that are required to be collected separately, shall result in the imposition of a Five Hundred Dollar (\$500) assessment per occurrence. This assessment shall only be imposed in cases where the Contractor mixed such materials together. An assessment shall not be imposed in cases where the Contractor merely collected materials that already had been mixed together by a Customer.

44.4.5 Failure to maintain a Collection vehicle or equipment in a clean and sanitary manner within the deadlines set forth herein, after receiving written notification from the Director, shall result in the imposition of an assessment of One Hundred Dollars (\$100) per incident per Operating Day.

44.4.6 Failure to respond to a Legitimate Complaint, within the time frame specified herein, after receiving written notification from the Director or a Customer, shall result in a Fifty Dollar (\$50) assessment per incident per Operating Day.

44.4.7 Failure to resolve a Legitimate Complaint, other than a complaint concerning a Missed Collection, within seven (7) Operating Days after receiving written notification from a Customer or the Director, shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment per Operating Day for each occurrence until such complaint is resolved to the satisfaction of the Director. The deadline for resolving any complaint shall be extended when such extension is authorized by other provisions of this Agreement. The assessment shall not apply until the eighth Operating Day after receiving the written notification.

44.4.8 Failure to timely file any report, plan, or other document (collectively, "Document") required herein shall result in the imposition of a One Hundred Dollar (\$100) assessment for each Operating Day that a Document is late. A separate assessment shall be imposed for each Document that is late. For the purposes of this Section 44.4.8 only, a Document shall be deemed late if: (a) the Director gives written notice to the Contractor that the Document was not filed in compliance with the schedule in this Agreement; and (b) the Contractor fails to submit the Document within five (5) Operating Days after the Director provides notice.

44.4.9 Failure to dispose of any Residential Waste collected in the Service Area at a Designated Facility shall result in the imposition of an assessment equal to the current Tipping Fee at the Designated Facility times the amount (tonnage) of material disposed at the non-Designated Facility. If the tonnage is unknown, the assessment shall be Two Thousand Dollars (\$2,000) per occurrence.

44.4.10 Failure to deliver Single Stream Recyclable Materials to a Designated Facility for such materials pursuant to Section 21.3, or delivering Single Stream Recyclable Materials to a facility for disposal, shall result in the imposition of an assessment of Two Thousand Dollars (\$2,000) per occurrence.

- 44.4.11 Failure to properly and legibly label a Collection Container or Collection vehicle in the manner required herein, within five (5) Operating Days after receiving written notice from the Director, shall result in the imposition of a One Hundred Dollar (\$100) assessment for each container or vehicle that is not properly labeled.
- 44.4.12 Failure to have a vehicle operator properly licensed, or failure of the operator to carry his license while on duty, shall result in a One Hundred Dollar (\$100) assessment per occurrence.
- 44.4.13 Failure to maintain office hours in the manner specified in this Agreement shall result in a Two Hundred Dollar (\$200) assessment per occurrence per Operating Day.
- 44.4.14 Failure to deliver a Collection Container, or failure to repair or replace a damaged Collection Container, or failure to replace a stolen Collection Container, or failure to exchange a Collection Container, within the deadlines specified in this Agreement, after receiving written notice from the Director or a Customer, shall result in a One Hundred Dollar (\$100) assessment per occurrence.
- 44.4.15 If the Contractor notifies the Director that a complaint has been resolved, when the complaint has not been resolved, there shall be a Two Hundred Dollar (\$200) assessment per occurrence.
- 44.4.16 Collecting Solid Waste or Single Stream Recyclable Material at times that are outside of the hours authorized in this Agreement, without prior written approval of the Director, shall result in a One Hundred Dollar (\$100) assessment per occurrence per vehicle.
- 44.4.17 Leaving Collection Containers where they block driveways, alleys, streets, or roads shall result in the imposition of a Fifty Dollar (\$50) assessment per incident.
- 44.4.18 Failure to provide timely notices and educational materials to a Customer, as required pursuant to Section 36, shall result in an assessment in the amount of Twenty-Five Dollars (\$25) per Customer per occurrence, but the maximum assessment shall not exceed One Thousand Dollars (\$1,000) per occurrence.
- 44.4.19 Failure to clean up spilled liquids, including leachate, oil, and hydraulic fluids, within the deadlines set forth in Section 22.6, shall result in the imposition of an assessment of Five Hundred Dollars (\$500) per day per occurrence.
- 44.4.20 Failure to repair damage to public or private property within the deadlines set forth in this Agreement, after receiving written notice from the Customer or the Director, shall result in the imposition of an assessment of Two Hundred Fifty Dollars (\$250) per day per occurrence.
- 44.4.21 Failure to respond to the Director by 5:00 p.m. on the first Operating Day following a telephone call, voice message, facsimile transmission, or electronic message requesting a response from the District Manager, shall result in the imposition of an assessment of Fifty Dollars (\$50) per day per occurrence. For the purposes of this Section 44.4.21, a response from the District Manager's designee (e.g., a supervisor) shall be sufficient.
- 44.4.22 Failure to comply with the deadlines and requirements in Section 50 concerning the Contractor's obligations prior to the termination of this Agreement, shall result in the imposition of an assessment of Five Hundred Dollars (\$500) per Operating Day per failure.
- 44.4.23 Failure to pay the applicable Tipping Fee for Solid Waste the Contractor delivered to a Designated Facility, in each instance where the Contractor was obligated to pay the Tipping Fee pursuant to this Agreement. Each failure shall result in an assessment of Three Thousand Dollars (\$3,000). Among other things, this Section 44.4.23 applies in cases where the Contractor fails to pay the applicable Tipping Fee at the County's Designated Facilities after delivering Commercial Waste, or Solid Waste collected outside of the Service Area, or any other material that is not Residential Waste.
- 44.4.24 Failure to adhere to the approved Routes in the Collection Plan, without receiving the Director's prior approval for the deviation. Each failure shall result in an assessment of One Hundred Dollars (\$100) per occurrence.
- 44.4.25 Failure to cover or enclose Solid Waste or Single Stream Recyclable Materials in the Contractor's Collection vehicles, in the manner required herein, shall result in an assessment of One Hundred Fifty Dollars (\$150) per occurrence.

44.4.26 Willful, negligent, or fraudulent failure to provide accurate information to the County concerning the Contractor's Supplemental Collection Services shall result in the imposition of an assessment of Five Hundred Dollars (\$500) per occurrence.

44.4.27 Failure to place a Non-Collection Notice on any container or material that a Customer Sets Out for Collection, but the Contractor leaves at Curbside, shall result in the imposition of an assessment of Fifty Dollars (\$50) per occurrence.

44.4.28 Placing Commercial Waste, or Solid Waste collected outside of the Service Area, or any other material that is not Residential Waste, in a Collection vehicle that contains or is used for the Collection of Residential Waste. Each occurrence shall result in the imposition of an assessment of Three Thousand Dollars (\$3,000).

For the purposes of this Section 44, written notice includes electronic mail that is sent to the Contractor's District Manager. Written notice also includes complaints and requests for service submitted to the Contractor via the web-based systems that the Contractor must implement pursuant to Section 33.1.4 and Section 33.1.5, above. Further, written notice must be provided under Sections 44.3 and 44.4 only in those cases where it is expressly required in Section 44.3 or Section 44.4.

SECTION 45: PAYMENTS WITHHELD FROM CONTRACTOR

In addition to the remedies provided elsewhere in this Agreement, the County may withhold part or all of any payment otherwise due the Contractor from the County if the County Administrator concludes that such action is necessary because of the following:

- (a) The Contractor's failure to carry out lawful instructions or orders from the Director, when required by this Agreement;
- (b) Failure of the Contractor to make payments to a subcontractor, which results in a claim against the County;
- (c) Unsafe working conditions allowed to persist by the Contractor, after receiving notice from the County or OSHA;
- (d) Failure of the Contractor to provide Routes, schedules, data, documents or reports in compliance with this Agreement, within five (5) Operating Days after receiving written notice from the County in compliance with Section 74, below;
- (e) Failure to pay an administrative assessment when due; or
- (f) Failure of the Contractor to provide the service(s) for which payment is being requested.

Under this Section 45, the County shall not withhold more than a total of Fifty Thousand Dollars (\$50,000) from any single payment to the Contractor. If the foregoing problems are corrected, payment shall be made to the Contractor in an amount that is equal to the amount(s) withheld by the County, but the County shall not be liable to the Contractor for Interest on any delayed payment. The County Administrator shall not exercise the County's right to withhold payments under this Section 45 unless the County Administrator concludes that such action is reasonable and necessary in light of the Contractor's repeated problems or persistent failure to perform in compliance with the requirements herein.

SECTION 46: NO LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO FORCE MAJEURE EVENTS

46.1 If the County or the Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance is prevented by such event and during such period thereafter as may be reasonably necessary for the County or the Contractor to correct the adverse effect of such event of Force Majeure.

46.2 Although a failure of performance shall be excused when caused by an event of Force Majeure, the County and the Customers shall only be required to pay for the services they receive. The Contractor shall not be paid for services that were not provided due to an event of Force Majeure or other reasons. For example, the County shall not be obligated to pay for a Residential Collection Service (e.g., Collection of Yard Waste) if that service is not provided by the Contractor as

a result of an event of Force Majeure. The County shall not be liable for any loss suffered by the Contractor as a result of an event of Force Majeure.

46.3 Labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of Force Majeure.

46.4 To be entitled to the benefit of this Section 46, a Party claiming an event of Force Majeure shall give prompt written notice to the other Party, specifying in detail the event of Force Majeure, and shall diligently proceed to correct the adverse effect of any Force Majeure. The Parties agree that, as to this Section 46, time is of the essence.

SECTION 47: BREACH AND TERMINATION OF AGREEMENT

47.1 TERMINATION BY EITHER PARTY FOR CAUSE

Subject to the other provisions contained herein, either Party may terminate this Agreement if the other Party fails to perform any of its material obligations hereunder. A default by the Contractor shall include the following:

47.1.1 Refusing to comply with any lawful and material order of the County Administrator.

47.1.2 Failing to begin work within the time specified in this Agreement.

47.1.3 Failing to properly and timely perform work in compliance with this Agreement, as determined by the County Administrator.

47.1.4 Performing the work unsuitably or neglecting or refusing to correct such work as may be rejected as unacceptable, unsuitable, or otherwise nonconforming or defective.

47.1.5 Discontinuing operations without prior authorization from the Director.

47.1.6 Failing to resume work that has been suspended, within a reasonable time (not to exceed two (2) Operating Days) after being notified to do so.

47.1.7 Failing to obey any Applicable Law.

47.1.8 Soliciting or accepting any Rates, charges or fees from Customers for the Collection, disposal, or processing of Solid Waste or Recyclable Materials collected within the Service Area, except when such actions are explicitly authorized herein.

47.1.9 Failing to deliver Residential Waste or Single Stream Recyclable Materials collected in the Service Area to a Designated Facility.

47.1.10 Failing to pay or circumventing the payment of any Tipping Fee that the Contractor is obligated to pay to a Designated Facility pursuant to this Agreement.

47.1.11 Failing to comply with the procedures in the Contractor's Collection Plan.

47.1.12 Willfully taking actions that result in the County being charged Tipping Fees that the Contractor is obligated to pay.

47.1.13 Failing to obtain or continuously maintain insurance policies in the manner required herein.

47.1.14 Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement.

47.1.15 Failing to provide or continuously maintain the Performance Bond required pursuant to Section 54.

47.1.16 A Parent Corporation Guaranty provided pursuant to Section 55 is revoked.

47.1.17 A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect.

Before a Party may terminate this Agreement pursuant to this Section 47.1, the non-defaulting Party shall give written notice to the other Party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting Party. The notice shall inform the defaulting Party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting Party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the defaulting Party shall submit a written request to the non-defaulting Party, explaining in detail why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the defaulting Party's request is reasonable, as determined by the County Administrator in cases where the defaulting Party is the Contractor, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting Party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting Party fails to cure the default within the cure period, the non-defaulting Party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting Party. Upon termination, the non-defaulting Party may cure the default at the expense of the defaulting Party, and have recourse to any other right or remedy to which the non-defaulting Party may be entitled under this Agreement, at law, or in equity.

Notwithstanding anything else contained herein, each of the events described in Sections 47.1.18, 47.1.19, 47.1.20, and 47.1.21, below shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.

47.1.18 Voluntary Bankruptcy – Written admission by a Party that it is bankrupt; or filing by a Party of a voluntary petition under the Federal Bankruptcy Act; or consent by a Party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a Party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a Party's property or business; or by becoming insolvent.

47.1.19 Involuntary Bankruptcy – Final adjudication of a Party as bankrupt under the Federal Bankruptcy Act.

47.1.20 Public Entity Crime – The Contractor is placed on a convicted vendor list following a conviction for a public entity crime; or

47.1.21 Fraud – The Contractor commits an act or omission constituting fraud, gross negligence, or willful misfeasance toward the County.

47.2 INTERIM OPERATIONS

47.2.1 In the event that this Agreement is terminated before the end of any term, the Contractor shall continue its operations for an interim period of up to twelve (12) additional calendar months if requested to do so by the County Administrator. The Contractor shall be paid for its services during the interim period at the Rates in effect prior to the issuance of the notice of termination, subject to CPI and other applicable adjustments.

47.2.2 Notwithstanding anything else contained herein, the County may hire an alternate Person to provide some or all of the Collection Services required under this Agreement if the Contractor fails to provide such Collection Service(s) for a period of three (3) consecutive Operating Days. The County's interim service provider shall continue to provide the necessary Collection Service(s) until the Contractor demonstrates to the County's satisfaction that the Contractor is able to resume work in compliance with the requirements in this Agreement. However, if the Contractor is unable for any reason to resume performance in compliance with this Agreement within thirty (30) calendar days, the County may terminate this Agreement, effective as of the date designated by the County. The Contractor shall reimburse the County for any and all reasonable costs incurred by the County related to or arising from the use of an alternate Person to provide one more of the Collection Services required under this Agreement.

47.3 EFFECT OF TERMINATION

If this Agreement is terminated pursuant to the provisions of this Section 47, neither the County nor the Contractor shall have any further duty, right, liability, or obligation under this Agreement, except that: (a) a Party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the County shall pay all amounts owed to the Contractor, and the Contractor shall pay all amounts owed to the County, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the County all reports concerning the Contractor's activities through the end of the month in which termination occurs; and (d) at a minimum, the provisions of Sections 35.1, 35.6, 35.7, and 52 shall survive the expiration or termination of this Agreement.

SECTION 48: OPERATIONS DURING DISPUTE

If a dispute arises between the County, the Contractor, or any other Person concerning the Contractor's performance, rights, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending dispute.

SECTION 49: DISPUTE RESOLUTION PROCESS

49.1 The County and the Contractor agree to cooperate and act in good faith at all times when dealing with each other. If a dispute arises between the Parties, the Parties shall attempt to resolve their differences quickly and informally. If they are unable to do so, they shall seek relief by following the procedures set forth below.

49.2 All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including claims for payment and claims for breach of this Agreement, shall be referred to non-binding mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The Parties will take all reasonable measures necessary to effectuate such tolling.

49.3 Either Party may initiate the mediation process by delivering written notice to the other Party that sets forth with particularity the nature of the Party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and the County shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in accordance with the Florida Supreme Court's mediation rules and Chapter 44, Florida Statutes, within sixty (60) days after the selection of a certified civil mediator who is mutually acceptable to the Parties. After consultation with the Parties and their counsel, the mediator shall fix a reasonable time and place in St. Johns County for the mediation conference. The mediation conference shall be scheduled for no less than one full working day. Each Party and their primary counsel shall attend the mediation conference. If either a Party or a Party's primary legal counsel fails to attend the mediation conference, that Party shall be liable for the other Party's reasonable cost of attending the mediation conference, including the mediator's fee and the other Party's attorney fees and costs. Except as provided in the preceding sentence, the Parties shall share equally the costs of mediation, including the fees of the mediator and any rental or other cost of obtaining a place for the mediation, but excluding their own expenses and attorney fees. The Parties recognize that any proposed settlement of their dispute may need to be approved by the Board. If the Parties reach a mutually acceptable settlement of the dispute during the mediation, and the settlement is approved by the appropriate representatives of the Parties, the Parties shall memorialize the settlement in a written settlement agreement that will be binding on both of them. Neither Party shall terminate the mediation unless each of them has participated (or been afforded an opportunity to participate) in the mediation and is unable to agree on a settlement. Mediation discussions between Parties and opinions of the mediator are confidential and are not permitted to be relied on, referred to, or introduced as evidence in any subsequent litigation or other legal proceeding. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either Party to the dispute may elect to resolve the dispute by initiating litigation, after providing ten (10) days' advance written notice to the other Party.

49.4 Notwithstanding the foregoing, if either Party terminates this Agreement for cause, the terminating Party shall have the right, in its sole discretion, to proceed directly with litigation of any claims or disputes relating to the termination for cause and may include other claims and disputes unrelated to the termination, and shall not be required to submit such claims or disputes to the mediation.

49.5 The Parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury.

49.6 AFTER CONSULTING WITH THEIR OWN LEGAL COUNSEL, THE COUNTY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION OR ENFORCEMENT OF THIS AGREEMENT.

49.7 IF A PARTY REQUESTS A JURY TRIAL IN ANY CASE IN WHICH THE RIGHT TO A JURY TRIAL HAS BEEN WAIVED PURSUANT TO THIS SECTION 49.6, THAT PARTY SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY THE OTHER PARTY IN OPPOSING THE REQUEST FOR A JURY TRIAL, PROVIDED: (A) THE PARTY OPPOSING THE REQUEST NOTIFIED THE OTHER PARTY IN WRITING THAT THE RIGHT TO A JURY TRIAL HAD BEEN WAIVED PURSUANT TO THIS SECTION 49.6; (B) THE PARTY REQUESTING THE JURY TRIAL FAILED TO WITHDRAW ITS REQUEST WITHIN THIRTY (30) DAYS AFTER RECEIVING SUCH NOTICE; AND (C) THE COURT RULED THAT THE REQUEST FOR A JURY TRIAL HAD BEEN WAIVED PURSUANT TO THIS SECTION 49.6. IN SUCH CASES, THE COURT SHALL AWARD REASONABLE ATTORNEYS' FEES AND COSTS TO THE PARTY OPPOSING THE JURY TRIAL.

SECTION 50: CONTRACTOR'S OBLIGATIONS PRIOR TO TERMINATION OF THIS AGREEMENT

50.1 CONTINUATION OF CONTRACTOR'S SERVICE

Prior to the expiration of this Agreement, the County will attempt to award a new franchise agreement to the Contractor or another Person in a timely manner and thus help ensure that there is a smooth transition in services when this Agreement expires. If the County concludes that it will be unable to award or implement a new agreement in a timely manner, the County Administrator may extend this Agreement for up to an additional twelve (12) calendar months, subject to the terms and conditions in effect at that time. However, the Contractor shall not be obligated to provide its services under this Section 50.1, or Section 47.2, or both, for more than a total of twelve (12) calendar months.

50.2 SCHEDULE FOR TERMINATION OF CONTRACTOR'S SERVICE

Prior to the termination of this Agreement, the Contractor shall work with the County to ensure that there is no interruption or reduction of service when the Contractor ends its services to the County. If a new franchise agreement is awarded to a Person other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected franchise hauler, as well as the County, to minimize any disruptions in the service provided to the public. At a minimum, the Contractor shall comply with the following performance requirements and deadlines:

150 calendar days prior to expiration of Agreement	The Contractor shall attend a coordination meeting with the selected franchise hauler and the County.
120 calendar days prior to expiration of Agreement	The Contractor may work with the selected franchise hauler to develop a mutually agreeable schedule to acquire the existing inventory of new or refurbished recycling carts.
30 calendar days prior to expiration of Agreement	The Contractor shall begin to implement the schedule in cooperation with the selected franchise hauler. The Contractor shall take all steps necessary to ensure the Contractor's actions do not cause any interruption in the Collection Service provided to Customers or the County.

50.3 COUNTY'S RIGHT TO PROCURE NEW SERVICES

At any time, the County may issue a request for proposals, or commence negotiations with a Person other than the Contractor, or take any other step deemed necessary by the County Administrator to obtain the services of a Person who will collect Solid Waste for the County after this Agreement expires or is terminated.

SECTION 51: DAMAGES

51.1 LIABILITY

The Contractor shall be liable for all injuries and conditions that are caused by or result from the Contractor's actions or omissions, including the Contractor's negligence, willful misconduct, or failure to perform in accordance with the terms of

this Agreement. To the extent that the County and the Contractor are joint tortfeasors, losses shall be apportioned in the manner described in Section 51.2, below.

51.2 CONTRIBUTION

In the event of joint negligence on the part of the County and the Contractor, any loss and costs shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on the Effective Date, subject to the recovery limits set forth in Section 768.28, Florida Statutes, in effect on the Effective Date.

51.3 DAMAGES

51.3.1 The measure of damages to be paid by the Contractor to the County or by the County to the Contractor, due to any failure by the Contractor or the County to meet any of its obligations under this Agreement, shall be the actual damages incurred by the County or the Contractor. Neither Party shall have any liability under this Agreement for consequential, delay, special, indirect, or punitive damages. The foregoing shall apply without regard to either Party's rights to the Performance Bond, insurance proceeds, or other factors.

51.3.2 If the Contractor fails to comply with any Applicable Law, the Contractor shall promptly pay to the County the following:

- (a) All lawful fines, penalties, and forfeitures charged to the County by any judicial order or by any governmental agency responsible for the enforcement of the Applicable Law; and
- (b) The actual costs incurred by the County as a result of the Contractor's failure to comply with the Applicable Law, including any costs incurred in investigating and remedying the conditions that led to or resulted from the Contractor's failure to comply with the Applicable Law.

51.4 NO PERSONAL LIABILITY

Nothing in this Agreement shall be construed to create any personal liability on the part of any officer, employee, agent or representative of the County or the Contractor.

SECTION 52: INDEMNIFICATION

52.1 To the extent allowed by Applicable Law, the Contractor releases and shall indemnify, hold harmless, and, if requested by the County, defend, each of the County Indemnified Parties from and against every Indemnified Loss. The obligation of the Contractor under this Section 52 is absolute and unconditional. To the extent allowed by Applicable Law and not otherwise prohibited, it is not conditioned in any way on any attempt by a County Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the County Indemnified Party.

52.2 It is the intent of this Section 52 that the Contractor's indemnification obligations include all liabilities, including joint and several liability, of the Contractor, any subcontractor to the Contractor, or any subcontractor to a subcontractor of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

52.3 The County may employ any attorney of its choice or may use its in-house counsel to enforce or defend the County's right to indemnity provided by this Agreement. If a County Indemnified Party requests the Contractor defend it with respect to any Indemnified Loss, the County Indemnified Party may participate in the defense at its expense. The Contractor shall advance or promptly reimburse to a County Indemnified Party any and all costs and expenses incurred by the County Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the County Indemnified Party is entitled to indemnification under this Agreement, whether or not the County Indemnified Party is a party or potential party to it.

52.4 The Contractor's obligation to indemnify, defend, and pay for the defense, or at the County's option, to participate and associate with the Contractor in the defense and trial of any claim and related settlement negotiations, shall be triggered by the County's notice of claim for indemnification. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse the Contractor's duty to defend and indemnify within seven (7) calendar days after receiving such

notice from the County. Only an adjudication or final judgment after the highest appeal is exhausted, specifically finding the County solely negligent, shall excuse performance of the Contractor's obligations under this Section 52.

SECTION 53: CONTRACTOR'S INSURANCE

The Contractor shall provide and maintain, on a primary basis and at its sole expense, at all times until this Agreement expires or is terminated, policies of insurance that insure the Contractor against any and all claims, demands, or causes of action for injuries received or damages to people or property relating to the Contractor's negligent acts, and errors and omissions under this Agreement. At a minimum, the Contractor shall maintain at all times the following insurance coverage, with the limits and endorsements described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement.

53.1 COMMERCIAL GENERAL LIABILITY

The Contractor shall maintain Commercial General Liability with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$2,000,000/\$3,000,000
Products – Completed Operations	\$2,000,000
Personal and Adv. Injury	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000
Contractual Liability	Included

The General Liability insurance form shall be no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent, without restrictive endorsements. Coverage shall not contain any endorsement(s) excluding nor limiting Products/Completed Operations, Contractual Liability or Cross Liability any further than the restrictions included in the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) or equivalent. The coverage shall include: (1) Bodily Injury and Property Damage; (2) Premises and Operations; (3) Independent Contractors; (4) Products and Completed Operations; (5) Broad Form or equivalent Contractual Coverage applicable to this Agreement and consistent with the indemnification and hold harmless provisions in this Agreement; (6) Broad Form or equivalent Property Damage Coverage; and (7) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

53.2 BUSINESS AUTOMOBILE LIABILITY

The Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

53.3 POLLUTION LIABILITY

The Contractor shall maintain Pollution Legal Liability and Remediation insurance at a minimum limit of liability not less than \$2,000,000 Each Occurrence / \$2,000,000 Aggregate including all sudden and non-sudden events. The policy shall be maintained for a minimum of three (3) years following the expiration or termination of this Agreement.

53.4 UMBRELLA OR EXCESS LIABILITY

The Contractor shall provide and maintain an Umbrella or Excess Liability policy at a limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. The Contractor may utilize the Umbrella or Excess Liability policy to meet the aggregate limit requirements of any underlying liability policy. The Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability.

53.5 WORKER'S COMPENSATION INSURANCE & EMPLOYERS LIABILITY

The Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes. The Contractor shall maintain Employers' Liability Limits not less than \$1,000,000 Each Accident, \$1,000,000 Disease Each Employee, and \$1,000,000 Disease Policy Limit.

53.6 ADDITIONAL INSURED ENDORSEMENTS

The Contractor shall endorse its insurance with the County as an Additional Insured as follows: (1) for the Commercial General Liability, the Contractor shall endorse the County with either a CG 2010 04 or CG 2010 04 13 Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or a similar endorsement; (2) for the Business Automobile

Liability, the Contractor shall endorse the County with a CA 2048 – Designated Insured, or similar endorsement; (3) for the Pollution Liability, the Contractor shall endorse the County with the standard Additional Insured endorsement filed by the insurer for use in the State of Florida; and (4) for the Excess Liability, the Contractor shall endorse the County as an “Additional Insured” on the Umbrella or Excess Liability, unless the policy provides coverage to the underlying policies on a “True Following-Form” basis. The Additional Insured shall read “St. Johns County, a political subdivision of the State of Florida, and the St. Johns County Board of County Commissioners” for all endorsements. These endorsements shall specifically state that the coverage afforded by the endorsement shall be provided on a primary and non-contributory basis. This primary and non-contributory language can be included in the additional insured endorsement, or provided in a separate stand-alone endorsement, or included in the actual liability coverage form for the line of insurance coverage that is being presented to the County. A copy of any endorsement issued to extend coverage to the County must be provided when evidencing insurance to the County.

53.7 WAIVER OF SUBROGATION

The Contractor shall endorse the Commercial General Liability with a Waiver of Subrogation endorsement GC 2404 A 05 09 – Waiver of Transfer of Rights of Recovery Against the Other to Us, or similar endorsement providing equal or broader Waiver of Subrogation, as well as a Waiver of Subrogation for every other required policy herein in favor of the County for each required policy providing coverage during the entire term of this Agreement. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement or voids coverage should the Contractor enter into such an agreement on a pre-loss basis. A copy of any endorsement issued to extend coverage to the County must be provided when evidencing insurance to the County.

53.8 CERTIFICATE OF INSURANCE

No later than ten (10) days after the Effective Date, the Contractor shall provide County a Certificate of Insurance evidencing that all coverages, limits, deductibles, self-insured retentions and endorsements required herein are maintained and in full force and effect. Said Certificate of Insurance shall provide a minimum of thirty (30) days prior written notice to the County of any cancellation, material change in coverage, or non-renewal of coverage. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor shall provide notice to the County within five (5) Operating Days, and the notice shall include a copy of the non-renewal or cancellation notice or a written statement specifically identifying the coverage that is no longer in compliance. The Certificate of Insurance shall identify the County’s RFP and this Agreement in the Description of Operations section of the Certificate. The Certificate Holder shall be identified as:

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Certificates of Insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each policy includes a Cross Liability or Severability of Interests provision, with no requirement for premium payments by the County. The Certificate of Insurance shall be provided to the County Attorney’s Office, at the address provided above. Copies shall be provided as follows:

Copy to: Risk Manager
St. Johns County
500 San Sebastian View
St. Johns County, FL 32084

53.9 DEDUCTIBLES, SELF-INSURED RETENTIONS, AND SUPPLEMENTAL COVERAGE

53.9.1 The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. When a self-insured retention or deductible exceeds Two Hundred Fifty Thousand Dollars (\$250,000) for any of the foregoing required policies, the County reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to determine the reasonability of the retention levels, based on the financial capacity of the Contractor. All self-insured retentions shall appear on the Certificate of Insurance and shall be subject to the County’s approval.

53.9.2 The County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Contractor and any subcontractor providing the insurance.

53.9.3 For policies written on a "Claims-Made" basis, the Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggers the right to purchase a Supplemental Extended Reporting Period (SERP) coverage during the term of this Agreement, the Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

53.10 RIGHT TO REVISE OR REJECT

The County reserves the right, but not the obligation, to reject any insurance policies that fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review or reject any insurer providing coverage due to its poor financial condition or failure to operate in compliance with Applicable Laws. Neither the County's approval of any insurance provided by the Contractor or a subcontractor, nor the County's failure to disapprove such insurance, shall relieve the Contractor or a subcontractor of any part or all of its responsibility for any liability, damages, or accidents, as set forth herein.

53.11 MINIMUM REQUIREMENTS FOR INSURANCE COMPANIES

All of the insurance provided by the Contractor pursuant to this Agreement shall be issued by an insurance company or companies licensed or approved to do business in the State of Florida with a Financial Stability rating of "A" or better based on the most recent edition of A.M. Best's Insurance Guide. Additionally, the Financial Category Size must be "VIII" or greater.

53.12 OTHER INSURANCE REQUIREMENTS

53.12.1 At its option, the County may allow the Contractor to be self-insured for one or more lines of coverage. In such circumstances, the Contractor shall be required to demonstrate to the satisfaction of the County that the Contractor has adequate financial resources to defend and cover all claims in the amounts and categories required by the County.

53.12.1 The Contractor shall be responsible for all of its subcontractors (if any) and their insurance. Each subcontractor shall provide certificates of insurance to the Contractor that demonstrate coverage and terms in compliance with the requirements applicable to the Contractor.

SECTION 54: PERFORMANCE BOND

The Contractor shall furnish to the County an irrevocable, annually renewable, Performance Bond for the faithful performance of this Agreement and all of the Contractor's obligations hereunder. The Contractor shall furnish the Performance Bond to the County at least five (5) calendar days before the Effective Date. The Performance Bond shall be in the amount of One Million Dollars (\$1,000,000). The form and content of the Performance Bond shall be substantially the same as the draft bond in Exhibit 4, and shall be subject to the approval of the County. The Performance Bond shall be issued by a surety company that is licensed to do business in the State of Florida and is acceptable to the County. At a minimum, the surety company shall be rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety, and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the performance of the Agreement; (c) serve as security for the payment of all Persons performing labor and furnishing materials in connection with this Agreement; and (d) not be canceled or altered without at least thirty (30) calendar days prior notice to the County.

54.1 Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section 54 shall not relieve the Contractor of liability under the default and termination provisions set forth in this Agreement or from any other liability resulting from any breach of this Agreement. The Performance Bond may be "called" (drawn upon) and used if there is any default or breach of this Agreement by the Contractor. Calling or drawing upon the Performance Bond shall not restrict or preclude the use of any other remedies available to the County against the Contractor for breach, default or damages.

54.2 In the event of a strike of the employees of the Contractor or any other labor dispute that makes performance of this Agreement by the Contractor substantially impossible, the County shall have the right to call the Performance Bond three (3) days after giving notice to the Contractor. In such cases, the County shall have the right to engage another Person to provide the Collection Services required under this Agreement.

SECTION 55: PARENT CORPORATION GUARANTY

At least five (5) days before the Effective Date, the Contractor shall provide the County with a corporate guaranty from the Contractor's parent company ("Guarantor"), whereby the Guarantor shall guarantee the performance of the Contractor's obligations under this Agreement. The form and content of the corporate guaranty shall be substantially the same as the draft guaranty in Exhibit 3 and shall be subject to the County's approval. The corporate guaranty must be executed by a duly authorized representative of the Contractor's parent company (i.e., the corporate entity that is at the top of any chart showing the Contractor's corporate organization).

SECTION 56: ASSIGNMENT OF AGREEMENT

No assignment of this Agreement, or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the County Administrator. The County Administrator shall have the right to approve or deny any proposed or actual assignment by the Contractor, subject to the conditions in Section 34.4, above. The County's consent to an assignment shall not be unreasonably withheld. Any assignment of this Agreement made by the Contractor without the express written consent of the County Administrator shall be null and void and shall be grounds for the County to declare a default of this Agreement.

56.1 In the event that the County Administrator's consent to any proposed assignment is denied, the Contractor shall continue to provide all of the services required herein for the remainder of the term.

56.2 If any assignment is approved by the County Administrator, the assignee shall fully assume all of the obligations, duties, and liabilities of the Contractor.

56.3 The requirements of this Section 56 shall include, but not be limited to cases where the Contractor hires a subcontractor to undertake any of the Contractor's obligations to provide Collection Services under this Agreement, unless (a) the specific subcontractor was identified by the Contractor in its response to the County's RFP; or (b) the Director provides advance written approval of the subcontractor.

SECTION 57: TRANSFER OF AGREEMENT

57.1 A transfer of this Agreement shall be effective only after approval by the Board. A transfer includes but is not limited to a one-time event that results in a transfer of twenty-five percent (25%) or more of the ownership or controlling interests of the Contractor, or a series of events that result in a cumulative change of fifty percent (50%) or more of the ownership or controlling interests of the Contractor, and any other event that results in a material change in the ownership or control of the Contractor, whether accomplished by a sale of assets or other means. Any transaction that results in the Contractor or its assets being purchased by or merged with another Person shall constitute a transfer of this Agreement, which is subject to the County's approval. If the Contractor wishes to transfer this Agreement to another Person, an application to transfer this Agreement shall be submitted jointly by the Contractor (i.e., the proposed transferor) and the proposed transferee, and shall contain the same type of information about the transferee that was provided by the Contractor before the County granted this franchise. At a minimum, the proposed transferee shall: (a) verify in writing that it will comply with all of the requirements in this Agreement; and (b) demonstrate that it has the financial resources, expertise, personnel, equipment and other capabilities necessary to do so. The application shall be accompanied by a non-refundable application fee in the amount of Five Thousand Dollars (\$5,000).

57.2 The Board may grant or deny the application for transfer, or may grant the application with conditions, subject to the provisions in Section 34.4, above. Among other things, the Board's approval may be subject to conditions requiring an increase in the amount of the Performance Bond, an increase in the levels and types of insurance coverage, the submittal of a Parent Corporation Guaranty by the parent of the proposed transferee, and other safeguards designed to ensure that the County's work will be completed in compliance with the requirements in this Agreement. In the event that the Board's consent to the transfer is denied, the Contractor shall continue to provide all of the services required herein for the remainder of the term of this Agreement.

57.3 Notwithstanding the other provisions in Section 56 and Section 57 of this Agreement, the County shall cooperate with the Contractor in the event that a strike, lockout, or similar labor dispute results in the Contractor's use of a subcontractor to provide the Collection Services required under this Agreement. In such circumstances, the provisions of Section 56 and Section 57 shall be waived by the County for a period not to exceed ninety (90) days.

SECTION 58: SUBSEQUENT COUNTY ORDINANCES

Nothing contained in any County ordinance hereafter adopted shall materially change, modify or alter the duties, responsibilities, and operations of the Contractor under this Agreement, unless the change is mutually acceptable to the Contractor and the County and this Agreement is amended accordingly.

SECTION 59: AMENDMENTS TO THE AGREEMENT

59.1 GENERAL REQUIREMENTS

This Agreement constitutes the entire Agreement and understanding between the Parties hereto. This Agreement shall not be considered modified, altered, changed or amended in any respect unless the Agreement is amended in writing and the amendment is signed by both Parties.

59.2 AMENDMENTS TO SUPPORT COUNTY PROGRAMS

59.2.1 The County is continually trying to improve its Recycling and Solid Waste management systems. To implement future improvements, the County shall have the power to make changes in this Agreement relative to the scope and method of providing Collection Service, when the County deems it necessary and desirable for the public welfare. The Director shall give the Contractor written notice of any proposed change and an opportunity to be heard concerning any relevant matters. In all cases involving changes to this Agreement, the County and the Contractor shall enter into good faith negotiations to modify this Agreement and the Rates, as necessary, in a manner that is mutually acceptable. The scope and method of providing Collection Service, as referenced herein, shall be liberally construed to include, but not be limited to all procedures, operations, and obligations of the Contractor.

59.2.2 In the future the County may wish to test or implement new, innovative, or different waste reduction programs. For example, the County may wish to expand its Recycling program or implement pilot projects for the Collection of food waste, household hazardous waste, or Electronic Equipment. All such proposals shall be discussed with the Contractor before they are implemented by the County. If the County and the Contractor are unable to agree upon the terms, conditions, and Rates that would govern the Contractor's work under such programs, the County shall have the right to procure the necessary services from other Persons, notwithstanding the Contractor's exclusive franchise under this Agreement.

59.3 AMENDMENTS DUE TO CHANGES IN LAW

The County and the Contractor understand and agree that changes in the Applicable Laws may require amendments to some of the conditions or obligations of this Agreement. In the event any future change in any Applicable Law materially alters the obligations of the Contractor or the County, then the provisions and Rates in this Agreement may need to be modified. The County and the Contractor agree to enter into good faith negotiations regarding amendments to this Agreement, which may be required in order to implement changes for the public welfare or due to a Change in Law. Section 38.4, above, shall govern any adjustment to the Rates that results from a Change in Law.

SECTION 60: WAIVER OF RIGHTS

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the County or the Contractor at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the County or the Contractor thereafter to enforce same. Nor shall waiver by the County or the Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

SECTION 61: WAIVER OF FLOW CONTROL CLAIMS

The Contractor has voluntarily entered into this Agreement for the purpose of enjoying the economic and other benefits conferred upon the Contractor by this Agreement. To ensure that the County also enjoys the benefits of this Agreement,

the Contractor hereby knowingly, voluntarily, and permanently waives its right to challenge, contest, or invalidate the provisions in this Agreement that require the Contractor to use a Designated Facility for the disposal or processing of Solid Waste collected by the Contractor in the Service Area. This waiver includes but is not limited to any claim that this Agreement implements an inappropriate form of Solid Waste "flow control," regardless of whether the claim is based on local, state, or federal law, or the Florida or U.S. Constitution, or any other grounds, and regardless of whether the claim seeks damages, injunctive relief, or other remedies at law or in equity.

SECTION 62: GOVERNING LAW, VENUE, AND ATTORNEY'S FEES

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for St. Johns County, Florida. Venue shall lie exclusively in St. Johns County. In any legal or other proceeding to interpret, apply, or enforce the terms of this Agreement, each Party shall pay its own legal fees and all associated costs, except as otherwise provided in Sections 49.3 and 49.6, above.

SECTION 63: COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall at all times comply with all Applicable Laws now in effect or hereafter enacted, which are applicable in any way to the Contractor, its officers, employees, agents, or subcontractors, except as provided in Section 58.

SECTION 64: PERMITS AND LICENSES

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

SECTION 65: EQUAL OPPORTUNITY EMPLOYMENT

The Contractor agrees that it shall not discriminate against any employee or applicant for employment for work under this Agreement because of handicap, race, color, religion, sex, age, or national origin and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment by the Contractor without regard to race, color, religion, sex, age, national origin, or any other characteristic protected under local, state or federal law. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to furnish the County with a copy of its non-discrimination and equal employment opportunity policy, upon request.

SECTION 66: AGREEMENT DOCUMENTS

66.1 This Agreement and the following documents comprise the entire agreement between the County and the Contractor. The following documents are attached to this Agreement and they are incorporated into this Agreement by this reference:

- Exhibit 1 through Exhibit 10
- RFP Documents including all issued Addenda

66.2 After the Effective Date, the Agreement shall be supplemented with the following:

- Performance Bonds
- Any amendments to this Agreement that are approved by the Parties

66.3 There are no Agreement documents other than those listed above. In the event of conflict between the Agreement and the provisions of any exhibit, the provisions of this Agreement shall control when interpreting or applying this Agreement.

SECTION 67: ALL PRIOR AGREEMENTS SUPERSEDED

67.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly,

it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

67.2 This Agreement shall govern the Parties' relationship, regardless of anything contained in the County's RFP or the Contractor's response to the RFP. In the event that an order of precedence is needed, it shall be this Agreement, the County's RFP, and then the Contractor's response to the RFP.

SECTION 68: CONSTRUCTION OF AGREEMENT

The following rules shall govern the interpretation and construction of this Agreement:

- (a) The words "include" and "including" shall not be construed to be terms of limitation. References to included matters or items will be regarded as illustrative and will not be interpreted as a limitation on, or an exclusive listing of, the matters or items referred to.
- (b) Whenever the context requires, the singular form of a word includes the plural and the plural includes the singular. The gender of any pronoun includes the other genders.
- (c) Both Parties are represented by legal counsel and they waive any rule of law that would require any vague or ambiguous provision herein to be construed against the Party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.
- (d) The words "shall" and "must" are used when referring to mandatory duties and obligations. The word "may" is permissive.
- (e) The word "Section" refers to the sections in this Agreement, unless the context clearly indicates otherwise (e.g., citations to sections of the Florida Statutes).
- (f) The word "herein" refers to the provisions in this Agreement.
- (g) All citations to the Florida Statutes refer to the statutes in existence on the Effective Date-- i.e., Florida Statutes (2023).
- (h) Headings in this Agreement are for convenience of reference only and shall not be considered when interpreting this Agreement.
- (i) The Recitals set forth above are true, correct, and incorporated herein.

SECTION 69: SURVIVABILITY

Any term, condition, covenant, or obligation which requires performance by a Party subsequent to termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

SECTION 70: SEVERABILITY

The definitions and provisions contained in this Agreement shall not be construed to require the County or the Contractor to take any action that is contrary to any local, state or federal law. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary to conform with such laws or, if not modifiable, then it shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect. This Agreement shall be construed as if such invalid, illegal, void or unenforceable provision had never been contained herein.

SECTION 71: FAIR DEALING

The Contractor declares and warrants that the Contractor enters into this Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no Board member, County officer, or County employee, directly or indirectly owns more than five percent (5%) of the total assets or capital stock of the Contractor, nor will any such Person directly or indirectly benefit by more than five percent (5%) from the profits or emoluments of this Agreement, nor has the Contractor provided any gift to any such Person or their family. The Contractor warrants that it has not employed or retained any company or Person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and the Contractor has not paid or agreed to pay any Person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other compensation contingent upon or resulting from the award or making of this Agreement. Further, the Contractor declares and warrants that the Contractor is not subject to the restrictions in Sections 287.133 and 287.134, Florida Statutes, for a public entity crime.

SECTION 72: SOVEREIGN IMMUNITY AND LIMITATION ON LAWSUITS

Nothing in this Agreement shall be interpreted or construed to mean that the County waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statutes. Nothing in this Agreement shall constitute the County's consent to be sued by any third party in any matter arising out of or related to this Agreement.

SECTION 73: REMEDIES NOT EXCLUSIVE

To the extent allowed by law, the remedies specified in this Agreement shall supplement, and not be in lieu of, any other remedies provided at law or in equity. The payment of any liquidated damages by the Contractor shall not constitute a defense for the Contractor, nor an election of remedies by the County, nor serve as the basis for a claim of estoppel against the County, nor prevent the County from terminating this Agreement. The County's decision to refrain from assessing administrative charges, or suspending or terminating this Agreement, or seeking any other relief from any failure in the Contractor's performance, shall not constitute a waiver of the County's right to pursue any other remedy or a waiver of its right to pursue a remedy for any future failure by the Contractor. No remedy conferred by this Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 74: NOTICES TO PARTIES

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Except as provided in Section 44.4, above, such documents shall be addressed as shown below and either (a) hand delivered or (b) mailed by registered or certified mail (postage prepaid), return receipt requested. The documents shall be deemed to have been duly delivered when personally delivered, or when delivered by U.S. Mail or courier service, as shown by the return receipt. For the present, the Contractor and the County designate the following as the appropriate people and places for delivering notices and other documents:

As to County:

County Administrator
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Telephone: 904/209-0530

Copy to:

County Attorney
St. Johns County
500 San Sebastian View
St. Augustine, FL
Telephone: 904209-0815

As to Contractor:

FCC Environmental Services Florida, LLC
Attn: Mitch Dahlstrom – Regional Director of Operations
5619 E Columbus Dr
Tampa, FL 33619

Copy to:

FCC Environmental Services Florida, LLCXYZ Company
Attn: Legal Department
460 Wildwood Forest Dr, Suite 100
Spring, TX 77380

Both Parties reserve the right to designate different representatives in the future, and to change the addresses for notice, by providing written notice to the other Party of such change.

SECTION 75: NO THIRD-PARTY BENEFICIARIES

THIS AGREEMENT ONLY PROVIDES RIGHTS AND REMEDIES FOR THE COUNTY AND THE CONTRACTOR. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, THIS AGREEMENT DOES NOT PROVIDE ANY RIGHTS OR REMEDIES FOR ANY OTHER PERSON. THERE ARE NO THIRD-PARTY BENEFICIARIES UNDER THIS AGREEMENT.

SECTION 76: CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the County that:

- (a) The Contractor is a corporation existing in good standing under the laws of the state of its formation, is in good standing under the laws of the State of Florida, and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.
- (b) The Contractor has the requisite power, authority, and legal right to enter into and perform its obligations under this Agreement and possesses all orders, permits, consents, licenses, approvals, franchises, certificates, registrations, and other authorizations from third parties and governmental authorities that are necessary to conduct its current business and to satisfy its duties and obligations under this Agreement.
- (c) This Agreement has been duly executed and delivered by the Contractor and, as of the Effective Date, constitutes a legal, valid, and binding obligation of the Contractor, enforceable by the County against the Contractor in accordance with its terms, except to the extent its enforceability is limited by (1) the application of general principles of equity and by bankruptcy, insolvency, moratorium, debtor relief, and similar laws of general application affecting the enforcement of creditor rights and debtor obligations, and (2) public policy limitations on the enforceability of indemnification provisions.
- (d) The execution, delivery, and performance of this Agreement by the Contractor: (1) have been duly authorized; (2) do not require the approval of any governmental officer or body, other than those permits or approvals contemplated to be obtained after the Effective Date; (3) have been duly authorized by all requisite action of the Contractor, and no other proceedings on the part of the Contractor, its officers, partners or managers are necessary to authorize this Agreement or to perform the duties and obligations of the Contractor contemplated by it; (4) will not violate any law applicable to the Contractor or its property or any provisions of the Contractor's articles of incorporation, by-laws, articles of organization, or operating agreement; (5) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the Contractor under any agreement or instrument to which the Contractor is a Party or by which the Contractor or its assets may be bound or affected in any manner that prohibits or otherwise adversely affects the Contractor's ability to perform its obligations under this Agreement; and (6) do not and will not violate any copyrights, patents, or other intellectual or proprietary rights of any Person.
- (e) To the best of the Contractor's information and belief, there is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority pending against the Contractor, in which an unfavorable decision, ruling, or finding would materially and adversely affect the performance by the Contractor of its obligations under this Agreement, or that in any way would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Contractor or any of its affiliates in connection with this Agreement.
- (f) The Contractor did not engage, directly or indirectly, in any collusion, bribery, deception, or fraud in connection with its efforts to procure the work awarded under this Agreement.

- (g) None of the agents, members, administrators, partners, officers, directors, employees, or executives of the Contractor, or any affiliate that is active in the management of the Contractor, has been convicted of a public entity crime, as defined in Section 287.133(g), Florida Statutes.
- (h) The personnel employed by the Contractor have the proper skills, licenses, training, background, knowledge, experience, authorizations, integrity, and character necessary to perform the Contractor's obligations in accordance with this Agreement.
- (i) The Contractor acknowledges that Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, or the other lists identified therein. The Contractor certifies, represents, and warrants to the County that the Contractor is not on any of those lists. The Contractor acknowledges and agrees that, pursuant to Section 287.135, Florida Statutes, the County may terminate this Agreement and civil penalties may be assessed against the Contractor if the Contractor is found to have submitted a false certification concerning these matters.
- (j) The Contractor has registered with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of the Contractor's newly hired employees. The Contractor's subcontractors do not employ, contract with, or subcontract with unauthorized aliens.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement, as attested to by the signature of their duly authorized officers or representatives and their official seals affixed hereon, the day and year first above written.

County:

St. Johns County, FL (Seal)
(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

Kim Locklear
(Printed Name)

Purchasing Director
(Title)

12/19/2023
(Date of Execution)

Contractor:

FCC Environmental Services Florida, LLC (Seal)
(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

Dan Brazil
(Printed Name)

COO
(Title)

12/19/23
(Date of Execution)

ATTEST:

St. Johns County, FL
Clerk of Circuit Court and Comptroller

By: [Signature]
(Deputy Clerk)

12-19-2023
(Date of Execution)

Legally Sufficient:

Kealey A. West
(Office of County Attorney)

12/19/2023
(Date of Execution)

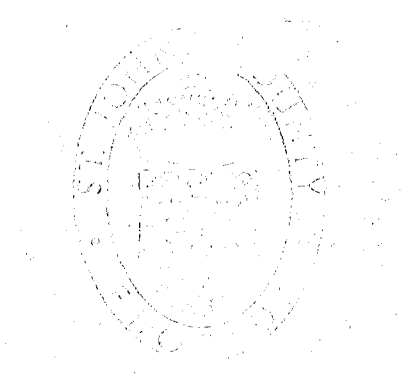


EXHIBIT 1
MAP AND LEGAL DESCRIPTION OF SERVICE AREA

SERVICE AREA 1 - NORTH – LEGAL DESCRIPTION:



ALL OF ST. JOHNS COUNTY, FLORIDA LYING NORTH OF THE FOLLOWING DESCRIBED LINE: BEGIN AT THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE CENTERLINE OF COUNTY ROAD 208 WITH THE WEST MARGIN OF THE MAIN CHANNEL OF THE ST. JOHNS RIVER; THENCE EASTERLY, ALONG SAID WESTERLY PROLONGATION AND ALONG SAID CENTERLINE OF COUNTY ROAD 208 TO ITS INTERSECTION WITH THE LINE DIVIDING RANGES 28 AND 29 EAST, BOTH LYING IN TOWNSHIPS 6 AND 7 SOUTH OF SAID COUNTY; THENCE NORTHERLY, ALONG SAID RANGE LINE TO THE NORTH LINE OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 29 EAST; THENCE EASTERLY, ALONG THE NORTH LINE OF SECTION 19, ALONG A LINE FROM THE NORTHEAST CORNER OF SAID SECTION 19 TO THE NORTHWEST CORNER OF SECTION 20, AND ALONG THE NORTH LINE OF SAID SECTION 20, AND SECTIONS 21 AND 22, ALL LYING IN TOWNSHIP 6 SOUTH, RANGE 29 EAST TO THE WESTERLY LINE OF ST. JOHNS INDUSTRIAL PARK AN UNRECORDED PLAT; THENCE NORTHERLY, ALONG SAID WESTERLY LINE, TO THE NORTHWEST CORNER OF SAID ST. JOHNS INDUSTRIAL PARK; THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID ST. JOHNS INDUSTRIAL PARK AND ITS EASTERLY PROLONGATION, TO THE CENTERLINE OF U.S. HIGHWAY NO. 1; THENCE SOUTHERLY, ALONG SAID CENTERLINE OF U.S. HIGHWAY NO. 1 TO ITS INTERSECTION WITH THE WESTERLY PROLONGATION OF THE CENTERLINE OF GUN CLUB ROAD; THENCE EASTERLY, ALONG SAID WESTERLY PROLONGATION, ALONG THE AFOREMENTIONED CENTERLINE OF GUN CLUB ROAD, AND ALONG THE EASTERLY PROLONGATION OF SAID CENTERLINE OF GUN CLUB ROAD TO THE WEST BANK OF THE INTRACOASTAL WATERWAY, ALSO KNOWN AS NORTH RIVER; THENCE SOUTHERLY, ALONG SAID WEST BANK, TO ITS INTERSECTION WITH A LINE WHICH BEARS SOUTH 69 DEGREES 19 MINUTES WEST FROM THE MOST NORTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 3234, PAGE 891 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 66 DEGREES 12 MINUTES EAST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, TO ITS INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF PONTE VEDRA SHORES WEST AS RECORDED IN MAP BOOK 14, PAGES 34 AND 35 OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE EASTERLY, ALONG SAID WESTERLY PROLONGATION AND ALONG SAID SOUTHERLY LINE TO THE WESTERLY RIGHT OF WAY OF COASTAL HIGHWAY (STATE ROAD NO. A1A); THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY, TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE CENTERLINE OF THIRD STREET AS SHOWN ON PLAT OF NORTH BEACH AS RECORDED IN MAP BOOK 3, PAGE 28 OF SAID PUBLIC RECORDS; THENCE EASTERLY, ALONG SAID EASTERLY PROLONGATION AND ALONG SAID CENTERLINE OF THIRD STREET TO THE WATERS OF THE ATLANTIC OCEAN, INCLUDING ALL RESIDENCES WITH A COUNTY ROAD 208 ADDRESS.

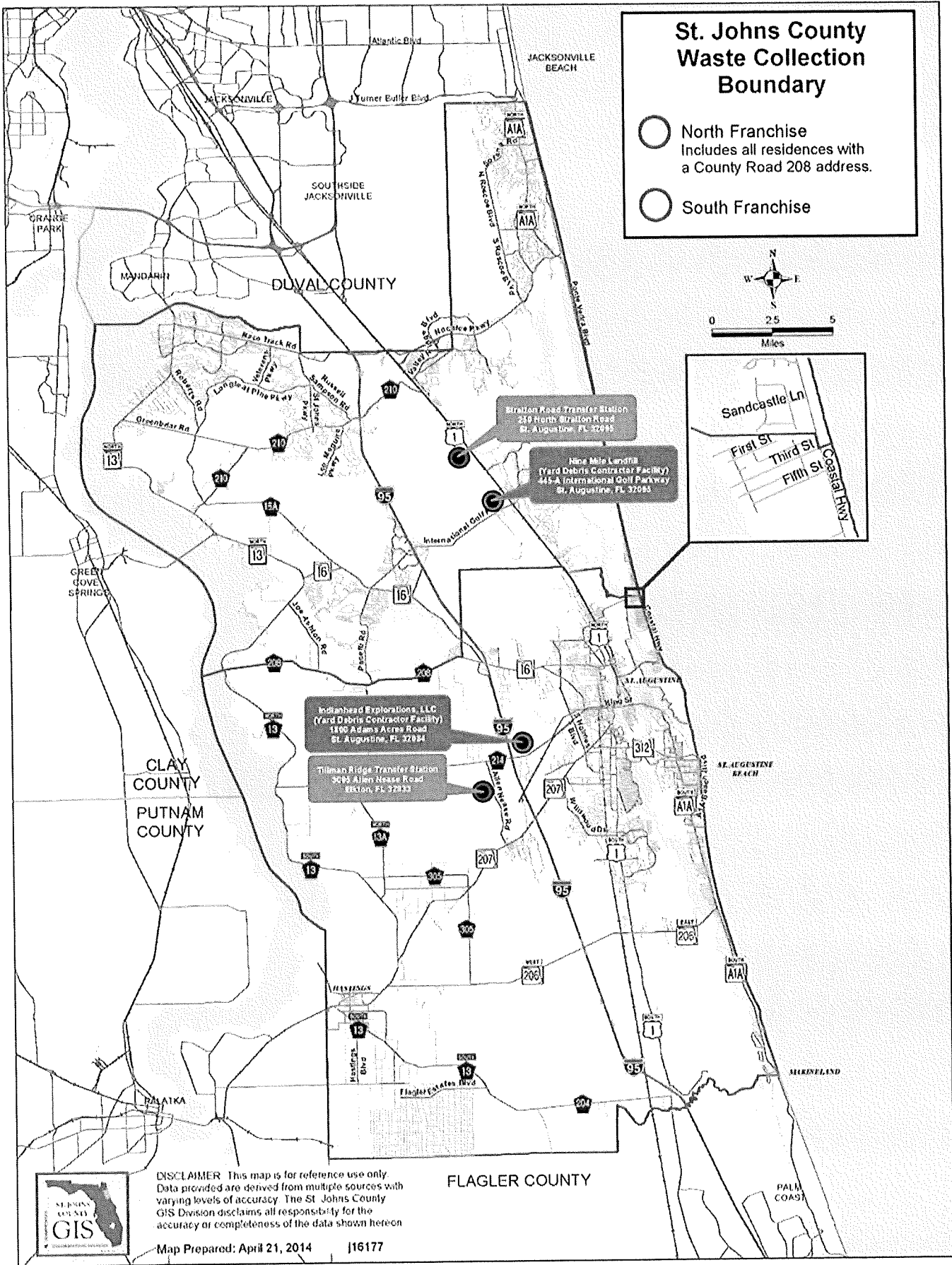
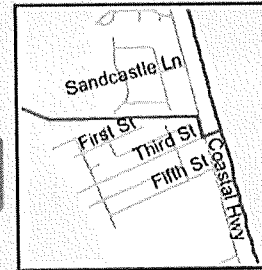
SERVICE AREA 2 – SOUTH – LEGAL DESCRIPTION:

ALL OF ST. JOHNS COUNTY, FLORIDA LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGIN AT THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE CENTERLINE OF COUNTY ROAD 208 WITH THE WEST MARGIN OF THE MAIN CHANNEL OF THE ST. JOHNS RIVER; THENCE EASTERLY, ALONG SAID WESTERLY PROLONGATION AND ALONG SAID CENTERLINE OF COUNTY ROAD 208 TO ITS INTERSECTION WITH THE LINE DIVIDING RANGES 28 AND 29 EAST, BOTH LYING IN TOWNSHIPS 6 AND 7 SOUTH OF SAID COUNTY; THENCE NORTHERLY, ALONG SAID RANGE LINE TO THE NORTH LINE OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 29 EAST; THENCE EASTERLY, ALONG THE NORTH LINE OF SECTION 19, ALONG A LINE FROM THE NORTHEAST CORNER OF SAID SECTION 19 TO THE NORTHWEST CORNER OF

SECTION 20, AND ALONG THE NORTH LINE OF SAID SECTION 20, AND SECTIONS 21 AND 22, ALL LYING IN TOWNSHIP 6 SOUTH, RANGE 29 EAST TO THE WESTERLY LINE OF ST. JOHNS INDUSTRIAL PARK AN UNRECORDED PLAT; THENCE NORTHERLY, ALONG SAID WESTERLY LINE, TO THE NORTHWEST CORNER OF SAID ST. JOHNS INDUSTRIAL PARK; THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID ST. JOHNS INDUSTRIAL PARK AND ITS EASTERLY PROLONGATION, TO THE CENTERLINE OF U.S. HIGHWAY NO. 1; THENCE SOUTHERLY, ALONG SAID CENTERLINE OF U.S. HIGHWAY NO. 1 TO ITS INTERSECTION WITH THE WESTERLY PROLONGATION OF THE CENTERLINE OF GUN CLUB ROAD; THENCE EASTERLY, ALONG SAID WESTERLY PROLONGATION, ALONG THE AFOREMENTIONED CENTERLINE OF GUN CLUB ROAD, AND ALONG THE EASTERLY PROLONGATION OF SAID CENTERLINE OF GUN CLUB ROAD TO THE WEST BANK OF THE INTRACOASTAL WATERWAY, ALSO KNOWN AS NORTH RIVER; THENCE SOUTHERLY, ALONG SAID WEST BANK, TO ITS INTERSECTION WITH A LINE WHICH BEARS SOUTH 69 DEGREES 19 MINUTES WEST FROM THE MOST NORTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 3234, PAGE 891 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 66 DEGREES 12 MINUTES EAST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, TO ITS INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF PONTE VEDRA SHORES WEST AS RECORDED IN MAP BOOK 14, PAGES 34 AND 35 OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE EASTERLY, ALONG SAID WESTERLY PROLONGATION AND ALONG SAID SOUTHERLY LINE TO THE WESTERLY RIGHT OF WAY OF COASTAL HIGHWAY (STATE ROAD NO. A1A); THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY, TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE CENTERLINE OF THIRD STREET AS SHOWN ON PLAT OF NORTH BEACH AS RECORDED IN MAP BOOK 3, PAGE 28 OF SAID PUBLIC RECORDS; THENCE EASTERLY, ALONG SAID EASTERLY PROLONGATION AND ALONG SAID CENTERLINE OF THIRD STREET TO THE WATERS OF THE ATLANTIC OCEAN. EXCLUDING ALL RESIDENCES WITH A COUNTY ROAD 208 ADDRESS.

St. Johns County Waste Collection Boundary

-  North Franchise
Includes all residences with a County Road 208 address.
-  South Franchise



DISCLAIMER This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown herein.



EXHIBIT 2
RATES FOR RESIDENTIAL COLLECTION SERVICES

The Rates for the collection services performed by the Contractor, shall be invoiced as set forth below:

Year 1 Rate:	\$21.22
Year 2 Rate:	Year 1 Rate plus CPI adjustment
Year 3 Rate:	Year 2 Rate plus CPI adjustment
Year 4 Rate:	Year 3 Rate plus CPI adjustment
Year 5 Rate:	Year 4 Rate plus CPI adjustment
Year 6 Rate:	Year 5 Rate plus CPI adjustment
Year 7 Rate:	Year 6 Rate plus CPI adjustment

EXHIBIT 3
PARENT CORPORATION GUARANTY

EXHIBIT 4
PERFORMANCE BOND / IRREVOCABLE LETTER OF CREDIT

EXHIBIT 5
SPECIFICATIONS FOR CARTS

1. **MINIMUM REQUIREMENTS:** The following specifications describe the minimum acceptable features and performance requirements for the Recycling Carts the Contractor will provide under the Agreement. These specifications apply to Recycling Carts that are approximately 35 or 95 gallons in capacity.
2. **MANUFACTURING PROCESSES AND MATERIALS:** Each cart shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished cart must meet the minimum specifications herein.

2.1	MANUFACTURING PROCESS: Each cart body must be manufactured by using an injection molding process.
2.2	PLASTIC MATERIAL: Base plastic resin must be first quality linear polyethylene or high-density polyethylene (HDPE) supplied by a national petrochemical producer. Off-spec material is not acceptable. Contractor must submit technical data sheet(s) from the resin producer.
2.3	RESIN ADDITIVES: All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be used at a rate that is no less than 1.5% by weight, and which must be uniformly distributed throughout the finished cart. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molted state using a hot-melt blending process. Contractor must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

3. **CART REQUIREMENTS:** The carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

3.1	ANSI CONFORMANCE: Carts must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" carts. Contractor must submit independently certified copies of all ANSI test results. Test results must state the load (in pounds) under which the tests were conducted. The load under which the tests were conducted must be the same as the load rating stated in the cart manufacturer's sales literature and specifications. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter and a Fully Automated Grabber Arm.
3.2	LOAD RATING: Carts must be designed to regularly receive and dump the following amount of waste material, excluding the weight of the cart, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008. 35 Gallon – 122 pounds 95 Gallon – 330 pounds Contractor must submit a normal printed color sales brochure which shows the exact products being proposed and the corresponding load ratings. Contractor must mark the location of the load ratings on the brochure with bold red arrows so as to aim directly at

	the load ratings. The load rating in the sales literature must match the specifications and ANSI certification submitted by the Contractor, and the load rating permanently marked on the cart.
3.3	<p>RESIN WEIGHT: The carts must be manufactured to achieve a minimum resin weight as follows:</p> <p style="text-align: center;">35 Gallon – 17.9 pounds minimum 95 Gallon – 34.1 pounds minimum</p>
3.4	<p>CAPACITY: The total capacity (volume) of the carts, excluding the lid, must be 35 U.S. gallons (+/- 2%), and 95 U.S. gallons (+/- 3%), respectively. Contractor must include independent test results according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon), for each size.</p>
3.5	<p>DIMENSIONS: The exterior dimensions of the completely assembled carts shall be approximately as follows:</p> <p>35 Gallon – Height: 39.13” Depth: 22.88” Width: 20.2”</p> <p>95 Gallon – Height: 45.13” Depth: 33.73” Width: 28.17”</p>
3.6	<p>WALL THICKNESS: The carts must have a minimum nominal wall thickness of 0.154” throughout the body of the cart, and a minimum wall thickness of 0.185” inches in the critical wear points (i.e., the cart bottom, handle, and lift mechanism). The minimum wall thickness of the lid must be 0.14”.</p>
3.7	<p>MANEUVERABILITY: Contractor must state the average tipping force required to maneuver a fully loaded cart when tilted to the roll position. The Contractor must also submit documentation that conforms to ANSI Z-245.60 (Force To Tip) testing that clearly defines the cart’s maximum average tipping force. The results of this testing may not exceed a maximum average of 27 pounds for 35-gallon carts and 50 pounds for 95-gallon carts.</p>
3.8	<p>RIM OF BODY: The upper rim of each cart body must have a closed tubular design or be molded with a reinforced rim for maximum strength during collection. The rim must also include a ledge or other built-in feature that creates a tight seal between the body and lid.</p>
3.9	<p>HANDLES: Each cart must be equipped with a minimum of one handle, with a minimum of 1” diameter. The handle(s) and handle mounts must be an integrally molded part of the cart body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.</p>
3.10	<p>LID: The lid shall be of one-piece construction and manufactured of the same material used in the cart body. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to prevent the</p>

	entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc. Living hinges and lid counter weights are unacceptable. Lid latches are unacceptable.
3.11	BOTTOM: The bottom of the cart must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.
3.12	WHEELS: Wheels for 35-gallons shall be a minimum of 10" diameter. Wheels for 95-gallon carts shall be a minimum of 12" diameter and 1.75" wide with rubber treads. All wheels must be capable of supporting a minimum of 200 pounds per wheel.
3.13	AXLE: The axle for 35-gallon carts must be a minimum of 5/8" diameter. The axle for 95-gallon carts shall be a minimum of 3/4" (0.75") diameter. All axles shall be zinc chromate plated or powder coated equivalent, solid high strength steel, and fully supported by the cart body. The axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to the contents inside of the cart. Each molded-in axle journal must be at least 1" wide. Axles attached by means of bolts or rivets are unacceptable.
3.14	STABILITY: Each cart shall be stable and self-balancing when in the upright position, either loaded or empty. The carts must be designed to withstand winds averaging 25 mph when empty.
3.15	LIFT SYSTEM: Each cart shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the cart. All lower lift bars must be designed to withstand over ten (10) years of lifter attachment. The lower lift bar on 95-gallon carts shall be at least 1" diameter galvanized steel. The lower bar must be mounted in molded-in plastic bearings or held in place with pre-installed latch/push pins. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, or similar fasteners.
3.16	COLOR: The color of the cart body and the lid shall be black, unless the Director requests a different color. Surface treatments, painted or spray-on finishes, and materials that are not homogenous are not acceptable. If the Director requests a color other than black, the Contractor must submit color chips or samples for all colors available and then the County will select the appropriate color for the carts.
3.17	INTERIOR CONSTRUCTION: The interior surface of each cart must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the cart could become trapped.

4. **MARKINGS:** Each cart must be permanently marked with letters/numbers, as follows:

4.1	SERIAL NUMBERS: Each cart must have a serial number hot stamped in white on the body. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designated by the County. The Contractor will maintain a file that identifies the date of manufacture by the serial number.
4.2	COUNTY SEAL: The County Seal or logo shall be hot stamped onto both sides of the cart body.
4.3	USER INSTRUCTIONS: Instructions for the safe use of the cart must be molded into each lid. Instructions shall be in both English and Spanish.

4.4	CAPACITY AND LOAD RATING: The capacity (volume) and the load rating of the cart must be raised-relief molded into the lid. The load rating shall be stated in both pounds and kilograms and in English and Spanish.
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5. **IN-MOLD LABEL SPECIFICATIONS:** The In-Mold Label must comply with the following listed specifications:

5.1	MANUFACTURING PROCESS: The in-mold label shall be permanently molded into the container lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.
5.2	COLOR AND GRAPHICS: The in-mold label shall be white in color and contain the County logo including images and language representing materials deemed acceptable for disposal. All proofs for the label shall be submitted to the County for approval and shall have a minimum size of 5" X 12".

6. **RFID & BAR CODE INTEGRATION:** Not Applicable.

7. **DATA INTEGRATION:** Not Applicable.

8. **WORK ORDER MANAGEMENT AND REPORTING SYSTEM:** Not Applicable.

9. **ASSEMBLY, DISTRIBUTION AND TRACKING SERVICES FOR CARTS**

9.1	The Contractor shall be responsible for coordinating the delivery of carts from the manufacturing plant, unloading the carts, assembling the necessary parts, and distributing the carts to homes throughout the Service Area.
9.2	The Contractor shall unload all delivery trailers. Any damage to the carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Contractor to replace in kind.
9.3	Carts shall be assembled and placed at the resident's curb.
9.4	Each cart must include a plastic hanger bag that includes a pre-printed brochure describing the safe care and use of the carts for residents.
9.5	The Contractor will record the cart serial number for each and every address where the carts are delivered. The Contractor will keep an electronic file of the address assignments of carts by serial number and present it to the County in an acceptable electronic format upon request. Verification of a specific cart being associated to a specific address is required.

10. **CART MAINTENANCE**

10.1	The Contractor must use inventory tracking software or other methods that enable the Contractor to maintain an adequate inventory of carts and spare parts at all times. Upon request, the Contractor shall promptly provide the County with up-to-date information concerning the Contractor's inventory.
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10.2	Each cart action shall be tracked by the Contractor using the serial number on the cart or other methods that are mutually acceptable to the Parties. The time, date, and location of all cart deliveries, swap-outs (exchanges), repairs, and cart maintenance activities must be recorded and made available for the County's inspection.
10.3	The County may generate a service work order and submit it electronically to the Contractor for processing. Contractor must be able to receive and respond to work orders from the County electronically via e-mail.
10.4	Completions of work orders shall be documented using cart numbers (IDs), household address, date, and time work is completed.
10.5	The Contractor shall repair all carts at the residence. All carts in need of repair shall be equipped with new parts.

11. **WARRANTY:** Contractor must submit a document which clearly states the exact warranty of the Contractor. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts which fail in materials or workmanship for a period of ten (10) years after installation. The warranty must be transferable to and enforceable by the County. The Contractor's warranty is understood to include, whether stated in Contractor's warranty or not, the following coverage:

11.1	Failure of the lid to prevent rain water from entering the cart when in the closed position.
11.2	Damage to the cart body, lid, or any component parts through opening or closing the lid.
11.3	Failure of the lower lift bar from damage during interface with lifters.
11.4	Failure of the body and lid to maintain their original shape.
11.5	Damage or cracking of the cart body through normal operating conditions.
11.6	Failure of the wheels to provide continuous, easy mobility, as originally designed.
11.7	Failure of any part to conform to the minimum standards as specified herein.
11.8	Warranty specimen of exact warranty offered must be provided to the Director before the carts are ordered.

EXHIBIT 6
SAMPLE CALCULATIONS FOR CPI ADJUSTMENTS

The following calculations use hypothetical values to demonstrate how the annual CPI adjustment should be determined under Section 38.3 of the Agreement. More specifically, the examples demonstrate how hypothetical Rates for Residential Collection Services (Curbside Collection with Garbage Cans) should be calculated. The following examples assume the “Total Monthly Cost per Dwelling Unit” on October 1, 2025 will be \$21.87.

CPI Adjustment on October 1, 2024

Collection component of the current monthly Rate per Dwelling Unit: \$21.87

Percentage change in CPI for previous 12-month period: 3.0%

Calculation of CPI Adjustment: $\$21.87 \times 0.03 = \0.6561^*

Calculation of the new Rate: $\$21.87 + \$0.66 = \$22.53$

*The annual adjustment is calculated by rounding to the nearest whole cent.

CPI Adjustment on October 1, 2025

Collection component of current monthly Rate per Dwelling Unit: \$22.53

Percentage change in CPI for previous 12-month period: 10%

Calculation of CPI Adjustment: $\$22.53 \times 0.05 = \1.1265^{**}

Calculation of the new Rate: $\$22.53 + \$1.13 = \$23.66$

**Pursuant to Section 38.3 of the Agreement, a single CPI adjustment to the Rate shall not exceed five percent (5%) in any Operating Year. Accordingly, the CPI adjustment in this hypothetical year shall be limited to five percent (5%).

EXHIBIT 8
COLLECTION SERVICE FOR COUNTY TRANSFER STATIONS

The Contractor for Service Area 1 shall collect source-separated cardboard materials from the County's Stratton Road Transfer Station. The Contractor for Service Area 2 shall collect source-separated cardboard materials from the County's Tillman Ridge Transfer Station. Each Contractor shall provide Collection Service in compliance with the requirements shown in the table below:

Transfer Station	Container Size	Quantity	Frequency
Service Area 1 (Stratton Road Transfer Station)	8 cubic yards	3 Containers	Three times per week
Service Area 2 (Tillman Ridge Transfer Station)	8 cubic yards	3 Containers	Three times per week

EXHIBIT 9
RATES FOR SUPPLEMENTAL COLLECTION SERVICES

Supplemental Collection Services for Individuals*		
Purchase of Additional 95-gallon Recycling Cart	1 each	\$70/per cart (one-time fee), plus Franchise Fee
Purchase of Additional 35-gallon recycling cart	1 each	\$50/per cart (one-time fee) plus Franchise Fee
Delivery Fee	1 each	\$25/per cart (one-time fee) plus Franchise Fee for additional cart or exchange
Collection of Additional Yard Waste	1 cubic yard	\$ /per cubic yard (exceeding the two (2) cubic yards weekly limit)
Emergency Services		
Rear loader compacted rate	Per Ton	\$ /per ton
Claw truck uncompacted rate	Per cubic yard	\$ /per cubic yard
Roll-off truck and container (uncompacted)	Per cubic yard	\$ /per cubic yard
Temporary support for Residential Collection Service outside the Service Area, using a standard rear end loader waste collection truck with two (2) employees. Based on a ten (10) hour day.	Per Day Rate	\$ /per day rate
Temporary support for hauling Roll-Off Containers from the transfer station in the Service Area to the Designated Facility for Garbage and Rubbish	Per Container Rate	\$ /per haul rate

*The Franchise Fee of five percent (5%) shall be added to these Rates and paid to the County.

EXHIBIT 10 COLLECTION OF STORM DEBRIS

General Requirements

Upon receiving a written request from the Director, the Contractor shall collect and transport storm debris generated by a declared severe weather condition, non-declared weather condition, or other emergency event.

The County has the exclusive authority to determine: (a) whether any emergency services are needed from the Contractor; (b) the scope of any emergency services that shall be provided by the Contractor; (c) the duration of any emergency services that shall be provided by the Contractor; (d) the type of equipment, including Mechanical Containers, that will be used when providing emergency services; and (e) the extent to which the County will use the services of other companies to provide emergency services.

In order for the Contractor to be obligated to provide emergency services, the County must first determine that a severe weather condition has occurred within St. Johns County that requires an emergency clean up, and then the Contractor must be instructed in writing by the Director to take appropriate clean up action.

Performance of Storm Debris Clean-Up Services

The Contractor shall conduct storm debris clean-up services in accordance with a prioritized work schedule prepared by the County. The Contractor shall collect storm debris from public property, private roads requiring right-of-entry ("ROE"), and public rights-of-way within the Service Area, as directed, and shall transport storm debris to the location designated by the Director. The Contractor shall utilize standard waste collection vehicles and personnel in the performance of the work. The Contractor may utilize other approved special vehicles and equipment and personnel, including subcontractors, if authorized in writing, in advance, by the Director. The Contractor shall collect all storm debris that has been cut up, piled, containerized, or otherwise properly prepared for collection, if the storm debris is of such size and weight to reasonably be loaded by hand by two employees. The Contractor shall be required to load larger or heavier piles or individual items of storm debris if the Contractor is equipped to provide mechanical loading of such larger or heavier storm debris. The Contractor shall continue the storm debris clean-up work until directed by the Director to cease such work. The term of this service will run concurrently with the term of this Agreement.

In the event of an official emergency declaration, the Contractor's collection vehicles will be teamed with the County's debris monitoring firm to help ensure that the Contractor's records comply with the U.S. Federal Emergency Management Agency ("FEMA") requirements for reimbursement.

Records

The Contractor shall maintain detailed records following a declared weather event, as specified by the Director and FEMA, to properly identify and document the trucks, equipment and personnel used in the performance of storm debris clean-up services, as well as the actual work hours, by day, of such vehicles, equipment and personnel utilized for the work. The records shall be maintained in such manner as to fully support the quantity of work for which the Contractor is seeking compensation from the County. The Contractor agrees to maintain all books, documents, papers and records pertinent to the services performed under this Agreement for ten (10) years from the date of final payment and until all other pending matters are closed under this Agreement. The Contractor agrees to provide to the County, the federal grantor agency, the Comptroller General of the United States, the FEMA, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying the same. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Agreement.

Compensation and Payment to the Contractor for Storm Debris Clean-Up Services

The County shall compensate the Contractor for storm debris clean-up work based on a per cubic yard rate for non-compacted materials or a per ton rate for compacted materials. The County shall pay the Rates set forth in Exhibit 9 unless the Director and the Contractor mutually agree in writing to use other Rates.

The Contractor must provide the County with invoices containing the following information before the Contractor will be compensated for any services rendered for a declared weather event:

- (a) The truck identification numbers (placarded) and size of vehicles.
- (b) The names of the employees rendering the clean-up service.
- (c) The time the operation began and the time the operation was completed.
- (d) All weigh tickets from the disposal facility for storm debris.
- (e) The routes that were collected (street names).

The per cubic yard Rate and the per ton Rate shall not include the cost of disposal of storm debris at the designated disposal facility.

The Contractor shall invoice the County for storm debris clean-up services following a declared weather event upon completion of the work. The County shall make payment to the Contractor in the full amount once the invoices are approved by the County's debris monitoring consultant. Payment will be submitted within three months of the approval date. Invoices for storm debris clean-up work following a non-declared event will be processed in accordance with current County policy. The Contractor shall not be required to pay any disposal fee for the disposal of storm debris from a declared event collected from Residential Property in the Service Area, if the Contractor (a) complies with all of the applicable requirements in the Agreement and (b) delivers the storm debris to the Solid Waste Management Facility designated by the County for the disposal of storm debris.