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**AGENDA ITEM  
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

*Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting*

**12/19/2023**

**BCC MEETING DATE**

**TO: Joy Andrews, County Administrator**

**DATE: December 8, 2023**

**FROM: Greg Caldwell, Public Works Director**

**PHONE: 904 209-0266**

**SUBJECT OR TITLE: Award of RFP 23-32 Residential Solid Waste, Recycling and Yard Waste Collection Services**

**AGENDA TYPE: Bid Award, Business Item, Contract, Resolution**

**BACKGROUND INFORMATION:**

The County currently has contracts for Residential Solid Waste, Recycling and Yard Waste Collection Services. These contracts expire on July 31, 2024, and have no remaining renewals. The Purchasing Department issued a new Request for Proposals (RFP) in accordance with the SJC Purchasing Policy. On August 24, 2023, the County received proposals from seven (7) qualified contractors, which were provided to the Evaluation Committee to review and score. Based upon the evaluation of the Proposals, FCC Environmental Services Florida, LLC was identified as the top ranked firm, and staff subsequently negotiated a contract for the required services. Staff recommends Board approval to award RFP 23-32 to FCC Environmental Services, LLC as the top ranked firm, and to execute the negotiated contract with FCC Environmental Services, LLC. Due to the size of some attachments, they are available upon request from Jaime Locklear at jlocklear@sjcfl.us.

**1. IS FUNDING REQUIRED?** Yes

**2. IF YES, INDICATE IF BUDGETED.** Yes

**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:**

**INDICATE FUNDING SOURCE:** Solid Waste Residential Collections and Solid Waste Recycling Collections

**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2023-\_\_\_\_\_, authorizing the County Administrator, or designee, to award RFP No. 23-32 Residential Solid Waste, Recycling and Yard Waste Collection Services to FCC Environmental Services Florida, LLC, as the highest-ranked Proposer, and to execute the negotiated contract for the performance of the specified services in accordance with RFP NO. 23-32.

**For Administration Use Only:**

**Legal: Kealey West 12/12/2023**

**OMB: JDD 12/12/2023**

**Admin: Colin Groff 12/12/2023**

**RESOLUTION NO. 2023 -\_\_**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE NEGOTIATED CONTRACT WITH FCC ENVIRONMENTAL SERVICES FLORIDA, LLC, AS THE TOP RANKED FIRM FOR PERFORMANCE OF THE REQUIRED SERVICES UNDER RFP NO 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES.**

**RECITALS**

**WHEREAS**, the County contracts out the collection of residential solid waste, recycling and yard waste, and has been under the current contracts for this service since 2003, and it was determined that a new competitive procurement was necessary in order to establish new contracts. In evaluating the scope of services for the new procurement, the County reviewed and incorporated options for service areas, to include the continued separation of the North and South Service Areas into separate contracts as well as the combination of both Services Areas into a single contract, and options for service levels, to include the provision of services as already provided, as well as the provision of services with the use of carts for solid waste as well as recycling; and

**WHEREAS**, Purchasing issued a Request for Proposals (RFP), which included the service options for firms to submit separate Proposals, which resulted in six (6) groups of Proposals. Seven (7) firms submitted Proposals, whether in one group or in all groups. The Evaluation Committee reviewed all Proposals submitted in all groups, and determined FCC Environmental Services Florida, LLC to be the top ranked firm in all groups. Subsequently, County Staff determined that combining the Service Areas into a single contract would be in the best interest of the County. Staff negotiated the Contract with FCC Environmental which is attached for Board approval; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into a contract for the required services, serves a public purpose; and

**WHEREAS**, the Contract will be funded by the Solid Waste Fund.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFP No: 23-32; Residential Solid Waste, Recycling, and Yard Waste Collection Services to FCC Environmental Services Florida, LLC as the highest ranked firm through evaluation of submitted Proposals.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to execute the negotiated contract for the performance of the services, at the Rates included therein, in accordance with RFP No: 23-32.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this \_day of \_\_\_\_\_, 2023.

**Attest: Brandon J. Patty, Clerk of the Circuit Court & Comptroller**

By: \_\_\_\_\_  
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: \_\_\_\_\_  
Sarah Arnold, Chair

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

**NOVEMBER 29, 2023**

**Exclusive Franchise Agreement**

**between**

**St. Johns County, Florida**

**and**

**FCC Environmental Services Florida, LLC.**

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**EXHIBIT 2 RATES FOR RESIDENTIAL COLLECTION SERVICES**

**EXHIBIT 3 PARENT CORPORATION GUARANTY**

**EXHIBIT 4 PERFORMANCE BOND / IRREVOCABLE LETTER OF CREDIT**

**EXHIBIT 5 SPECIFICATIONS FOR CARTS**

**EXHIBIT 6 SAMPLE CALCULATIONS FOR CPI ADJUSTMENTS**

**EXHIBIT 7 CONTRACTOR’S VEHICLES AND STAFF**

**EXHIBIT 8 COLLECTION SERVICE FOR COUNTY TRANSFER STATIONS**

**EXHIBIT 9 RATES FOR SUPPLEMENTAL COLLECTION SERVICES**

**EXHIBIT 10 COLLECTION OF STORM DEBRIS**



# EXCLUSIVE FRANCHISE AGREEMENT

This Exclusive Franchise Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 Streamor 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.

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) ~~five (5)~~ 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](mailto: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 or deflation. 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:

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

The formula also can be shown as:

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

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:

- (a) 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; and
- (b) deducting any administrative charges, Franchise Fees, or other sums that are due and owed to the County from the Contractor.

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 with 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 Contractors 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 of Authorized Representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date of Execution)

**Contractor:**

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

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date of Execution)

**ATTEST:**

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

By: \_\_\_\_\_  
(Deputy Clerk)

\_\_\_\_\_  
(Date of Execution)

**Legally Sufficient:**

\_\_\_\_\_  
(Office of County Attorney)

\_\_\_\_\_  
(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.

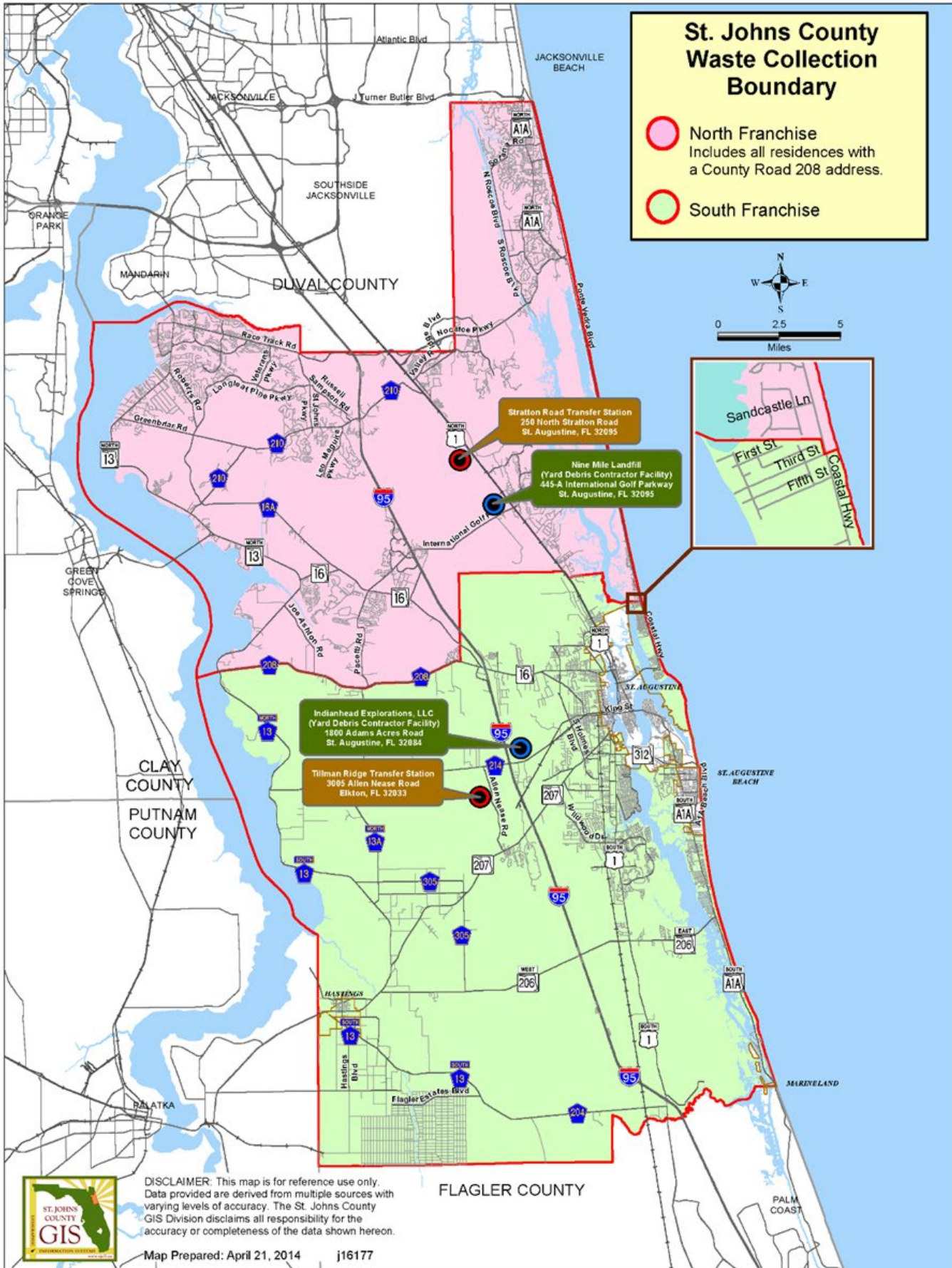
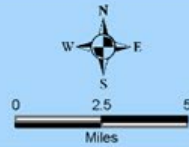
**SERVICE AREA 2 – SOUTH – LEGAL DESCRIPTION:**

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 hereon.

Map Prepared: April 21, 2014 j16177

**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 <u>and</u> 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



	<p>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.</p>
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	<b>BOTTOM:</b> 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	<b>WHEELS:</b> 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	<b>AXLE:</b> 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	<b>STABILITY:</b> 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	<b>LIFT SYSTEM:</b> 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	<b>COLOR:</b> 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	<b>INTERIOR CONSTRUCTION:</b> 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	<b>SERIAL NUMBERS:</b> 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	<b>COUNTY SEAL:</b> The County Seal or logo shall be hot stamped onto both sides of the cart body.
4.3	<b>USER INSTRUCTIONS:</b> Instructions for the safe use of the cart must be molded into each lid. Instructions shall be in both English and Spanish.

4.4	<b>CAPACITY AND LOAD RATING:</b> 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	<b>MANUFACTURING PROCESS:</b> 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	<b>COLOR AND GRAPHICS:</b> 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:

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

**EXHIBIT 9**  
**RATES FOR SUPPLEMENTAL COLLECTION SERVICES**

<b>Supplemental Collection Services for Individuals*</b>		
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)
<b>Emergency Services</b>		
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**

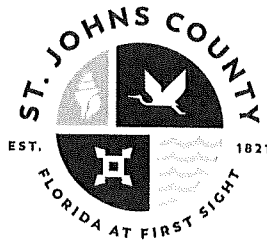
The County shall compensate the Contractor for storm debris clean-up work based on a per cubic yard rate for non-compacted materials or a per ton rate for compacted materials. The County shall pay the Rates set forth in Exhibit 9 unless the Director and the Contractor mutually agree in writing to use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



## NOTICE OF INTENT TO AWARD

September 21, 2023

### **RFP 23-32 RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with FCC Environmental Services Florida, LLC, as the highest ranked firm, based upon evaluation of submitted Qualifications under RFP 23-32 RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES GROUP5 BOTH SERVICE AREAS OPTION 1 CANS.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice, the County will proceed with negotiations, and upon successful negotiations, award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Sherrie Ashby, Procurement Coordinator, via email at [sashby@sjcfl.us](mailto:sashby@sjcfl.us) or phone at 904-209-0151

Leigh A. Daniels, CPPB  
Purchasing Manager  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)  
(904) 209-0154 - Direct

Date: 9/21/23



**EVALUATION SUMMARY SHEET  
ST. JOHNS COUNTY, FLORIDA**

**GROUP 1 North Opt 1 Can**

Date: September 14, 2023  
RFP 23-32: Residential Solid Waste, Recycling, and  
Yard Waste Collection Services

FIRM	Ben Bright	John Benton	Christy Stewart	Ashley Mickler	Doug Tarbox	Pricing	Socioeconomic	TOTAL	RANK	COMMENTS
FCC Environmental	110.0	120.0	120.0	120.0	107.0	200.0	0.0	777.0	1	
Waste Management	116.0	115.0	120.0	120.0	109.0	111.0	0.0	691.0	2	
Waste Pro	94.0	105.0	115.0	110.0	110.0	136.0	0.0	670.0	3	
Meridian Waste	95.0	70.0	95.0	100.0	110.0	137.6	0.0	607.6	4	

APPROVED: Greg Caldwell, Director, Public Works  
 APPROVED: *Jaimie Locklear* Asst. Director, SJC Purchasing  
 Posted to Demandstar: \_\_\_\_\_

**NOTE:**  
 THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL AND ATTACHED TO THIS EVALUATION SUMMARY SHEET.

ANY ACTUAL BIDDER, PROPOSER, OR SUPPLIER WHO IS AGGRIEVED IN CONNECTION WITH THE NOTICE OF INTENT TO AWARD A CONTRACT, WHERE SUCH GRIEVANCE IS ASSERTED TO BE THE RESULT OF A VIOLATION OF THE REQUIREMENTS OF THE ST. JOHNS COUNTY PURCHASING POLICY AND ASSOCIATED PROCEDURES, OR ANY APPLICABLE PROVISION OF LAW BY THE OFFICERS, AGENTS, OR EMPLOYEES OF THE COUNTY, MAY FILE A PROTEST TO THE ASSISTANT DIRECTOR OF PURCHASING AND CONTRACTS AS PROVIDED IN SECTION 13 OF THE SJC PURCHASING POLICY.



**EVALUATION SUMMARY SHEET  
ST. JOHNS COUNTY, FLORIDA**

**GROUP 2 North Opt 2 Carts**

September 14, 2023  
RFP 23-32; Residential Solid Waste, Recycling, and  
Yard Waste Collection Services

FIRM	Ben Bright Column1	John Benton Column2	Christy Stewart Column3	Ashley Mickler Column4	Doug Tarbox Column5	PRICING Column6	SOCIOECONOMIC Column7	TOTAL	RANK	COMMENTS
FCC Environmental	109.0	120.0	120.0	120.0	106.0	200	0.0	775.0	1	
Waste Management	110.0	115.0	120.0	120.0	106.0	148	0.0	718.8	2	
Republic Services	105.0	100.0	105.0	110.0	110.0	145	0.0	675.1	3	
Coastal Waste & Recycling	87.0	115.0	110.0	93.0	104.0	148	0.0	656.8	4	
Waste Pro	94.0	105.0	115.0	110.0	110.0	120	0.0	654.4	5	
Meridian Waste	94.0	70.0	95.0	100.0	109.0	120	0.0	588.4	6	
GFI Solid Waste	88.0	90.0	95.0	90.0	96.0	129	0.0	587.9	7	

APPROVED: Greg Caldwell, Director, Public Works  
 APPROVED: Jaime Locklear, Asst. Director, SJC Purchasing  
 Posted to Demandstar: \_\_\_\_\_

**NOTE:**  
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EVALUATION SUMMARY SHEET  
ST. JOHNS COUNTY, FLORIDA

GROUP 3 South Opt 1 Can

September 14, 2023  
RFP 23-32: Residential Solid Waste, Recycling, and  
Yard Waste Collection Services

FIRM	Ben Bright Column1	John Benton Column2	Chrissy Stewart Column3	Ashley Mickler Column4	Doug Tarbox Column5	PRICING Column6	SOCIOECONOMIC Column7	TOTAL	RANK	COMMENTS
FCC Environmental	110.0	120.0	120.0	120.0	106.0	40	0.0	616.0	1	
Waste Management	113.0	115.0	120.0	120.0	108.0	24	0.0	600.5	2	
Waste Pro	94.0	105.0	115.0	110.0	110.0	28	0.0	562.3	3	
Meridian Waste	96.0	70.0	95.0	100.0	111.0	30	0.0	501.9	4	

APPROVED: Greg Caldwell, Director, Public Works  
 APPROVED: Jaime Looklear, Asst. Director, SJC Purchasing  
 Posted to Demandstar: \_\_\_\_\_

**NOTE:**  
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EVALUATION SUMMARY SHEET  
ST. JOHNS COUNTY, FLORIDA

GROUP 4 South Opt 2 Cart

September 14, 2023  
RFP 23-32: Residential Solid Waste, Recycling, and  
Yard Waste Collection Services

FIRM	Ben Bright Column1	John Benton Column2	Christy Stewart Column3	Ashley Mickler Column4	Doug Tarbox Column5	PRICING Column6	SOCIOECONOMIC Column7	TOTAL	RANK	COMMENTS
FCC Environmental Waste Management	110.0	120.0	120.0	120.0	106.0	200		776.0	1	
Waste Pro	110.0	115.0	120.0	120.0	106.0	156.97		728.0	2	
Meridian Waste	94.0	105.0	115.0	110.0	110.0	136		670.4	3	
GFL Solid Waste	95.0	70.0	95.0	100.0	109.0	172		641.1	4	
	88.0	90.0	95.0	90.0	97.0	137		597.4	5	

APPROVED: Greg Caldwell, Director, Public Works  
 APPROVED: Jaime Locklear, Asst. Director, SJC Purchasing  
 Posted to Demandstar: \_\_\_\_\_

*Greg Caldwell*  
*Jaime Locklear*

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**EVALUATION SUMMARY SHEET  
ST. JOHNS COUNTY, FLORIDA**

**GROUP 5 Both Opt 1 Can**

September 14, 2023  
RFP 23-32; Residential Solid Waste, Recycling, and  
Yard Waste Collection Services

FIRM	Ben Bright Column1	John Benton Column2	Christy Stewart Column3	Ashley Mickler Column4	Doug Tarbox Column5	PRICING Column6	SOCIOECONOMIC Column7	TOTAL	RANK	COMMENTS
FCC Environmental	109.0	120.0	120.0	120.0	106.0	200	0.0	775.0	1	
Waste Management	115.0	115.0	120.0	120.0	109.0	110	0.0	688.5	2	
Waste Pro	94.0	105.0	115.0	110.0	110.0	133	0.0	667.4	3	
Meridian Waste	94.0	70.0	90.0	95.0	109.0	140	0.0	597.6	4	

APPROVED: Greg Caldwell, Director, Public Works  
 APPROVED: Jaime Locklear, Asst. Director, SIC Purchasing  
 Posted to Demandstar: \_\_\_\_\_

**NOTE:**  
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EVALUATION SUMMARY SHEET  
ST. JOHNS COUNTY, FLORIDA

GROUP 6 Both Opt 2 Cart

September 14, 2023  
RFP 23-32; Residential Solid Waste, Recycling, and  
Yard Waste Collection Services

FIRM	Ben Bright Column1	John Benton Column2	Christy Stewart Column3	Ashley Mickler Column4	Doug Tarbox Column5	PRICING Column6	SOCIOECONOMIC Column7	TOTAL	RANK	COMMENTS
FCC Environmental	109.0	120.0	120.0	120.0	106.0	200	0.0	775.0	1	
Waste Management	111.0	115.0	120.0	120.0	106.0	139	0.0	710.6	2	
Waste Pro	94.0	105.0	115.0	110.0	110.0	120		654.0	3	
Merdan Waste	92.0	70.0	90.0	95.0	107.0	158	0.0	611.6	4	

APPROVED: Greg Caldwell, Director, Public Works  
APPROVED: Jaime Locklear, Asst. Director, SJC Purchasing  
Posted to Demandstar: \_\_\_\_\_

**NOTE:**  
THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER. IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL AND ATTACHED TO THIS EVALUATION SUMMARY SHEET.  
ANY ACTUAL BIDDER, PROPOSER, OR SUPPLIER WHO IS AGGRIEVED IN CONNECTION WITH THE NOTICE OF INTENT TO AWARD A CONTRACT, WHERE SUCH GRIEVANCE IS ASSERTED TO BE THE RESULT OF A VIOLATION OF THE REQUIREMENTS OF THE ST. JOHNS COUNTY PURCHASING POLICY AND ASSOCIATED PROCEDURES, OR ANY APPLICABLE PROVISION OF LAW BY THE OFFICERS, AGENTS, OR EMPLOYEES OF THE COUNTY, MAY FILE A PROTEST TO THE ASSISTANT DIRECTOR OF PURCHASING AND CONTRACTS AS PROVIDED IN SECTION 13 OF THE SJC PURCHASING POLICY.



### ADDENDUM #3

**Date:** August 15, 2023  
**To:** Prospective Respondents  
**From:** St. Johns County Purchasing Division  
**Subject:** RFP No: 23-32; Residential Solid Waste, Recycling, and Yard Waste Collection Services

This Addendum #3 is issued for further Respondents' information and is hereby incorporated into the RFP Documents. Each Respondents' must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Respondents must acknowledge all issued Addenda by completing and submitting Attachment "E" with their submitted Proposal.

#### Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

1. Exhibit 20 SJC Days of Service MSW, is attached hereto.
2. Exhibit 21 SJC Days of Service REC, is attached hereto.
3. Exhibit 22 SJC Days of Service YW, is attached hereto.
4. Exhibit 23 SJC Handicap List, is attached hereto.

#### Questions/Answer:

The County provides the following Answer: to the questions submitted below:

1. Attachment C has two (2) signature lines. Is it necessary for both signature blocks to be signed or, only one (1) signature block who has the signing authority?  
**Answer: Only one signature by an authorized representative is required.**
2. Some of the Attachments signature blocks indicate "Principal(s)". We assume the person with signing authority for this bid submittal would be the "Principal" correct?  
**Answer: It can be a principal or an authorized representative who has delegated authority to sign, Delegation of Authority Letter must be included.**
3. Page 16 of the RFP Section 2. "Identify all partners, Sub-contractors, and Suppliers who will perform any portion of the Services, along with a description of the services proposed to be performed by each partner, Sub-contractor, and Supplier, and provide any and all applicable licenses, certifications or other credentials, as well as a description of the qualifications and capabilities for each partner, Sub-contractor and Supplier." Question: We do not intend to utilize subcontractors for any solid waste collections within St. Johns County. However, from time to time, there could be a need to utilize a third-party labor company for the utilization of "helpers" should the need arise. Is the County asking for proposers to submit this information or, is this Section only to addressed should the hauler propose to utilize a third-party collection/personnel company?  
**Answer: Respondent must submit any sub-contractors or suppliers.**
4. If the carted option is submitted to the County for consideration, would the cart manufacturer(s) need to be submitted within this section? We may not know what cart manufacturer will be selected prior to the submittal due date of this bid.  
**Answer: No**



5. The RFP shows tonnage for FY2022 by waste stream. Does the MSW volume include bulk/white goods?

**Answer: Yes**

6. Exhibit 4 sample franchise agreement section 29.1.2. Will the hauler(s) be responsible for replacing all recycling carts before the effective 8-1-2024 start date or, will the existing recycling carts continue to be utilized?

**Answer: Existing cars will continue to be utilized as long as they are serviceable.**

7. For service Option 2, will residents have the option to select what size trash and recycling cart to be utilized? Or, will the trash and recycling cart size be uniform for all residents in both service areas?

**Answer: See Addendum 1, page 6, response to question 29.**

8. Will the County please provide historical tons over the past five (5) years for trash, yard waste and recycling commodities by service area and by month?

**Answer: Refer to Exhibit 2 in the RFP Documents.**

9. "On call" bulk collection service is not an efficient system. Would the County please consider allowing haulers to have a dedicated weekly bulk collection route(s) in each of the two (2) service areas?

**Answer: See Addendum 1, page 4, question 14.**

10. Side Door Service. Will the County please provide an address list for the side door service in area 1 and 2?

**Answer: Refer to Addendum 2. Page 9 or Exhibit 12**

11. Will the County please provide the collection details for the 1,403-special collection in Service Area 1? I.e., once, or twice a week collection, yard waste and recycling included etc.?

**Answer: Refer to Addendum 2. Second collection for these units is only for garbage.**

12. As a follow up to the previous question, what is the current hauler charging per unit per month for the 1,403 special collections?

**Answer: Refer to Exhibit 23 attached hereto.**

13. Will the County please provide the number of community events within each service area and how many containers for each event were held over the past two (2) years?

**Answer: County suspended community events during the pandemic and has not reinstated these events.**

14. Page 11 Section P of the RFP document. Throughout the past 5 years, how many months by year was required for a hauler's employee to be located at the county site?

**Answer: None.**

15. Will the County consider recycling cart content only for option 2?

**Answer: No**

16. Page 11 Section S of the RFP document. Is the County insinuating that haulers cannot use rear loading vehicles? Haulers can only use Labrie drop frame, side loading vehicles, or McNeilus drop frame side loading vehicles?



**Answer: See Addendum 1, page 5, response to question 24**

17. Just to confirm if a bid for both service areas is submitted, haulers can propose a different rate within each service area?

**Answer: See Addendum 1, Revisions/Clarifications #12**

18. Is the hauler responsible for paying disposal on bulk and white goods?

**Answer: No, provided that the final disposal is at the Tillman Ridge facility.**

19. Page 11 Section Q of the RFP document. Should a designated disposal or processing facility increase the tipping or processing fees throughout the year (not paid by the County), what provisions are there to pass the increase on to the County?

**Answer: Currently, the only contemplated pricing adjustment is the annual CPI adjustment.**

20. Will the County consider alternate proposals for both options 1 & 2?

**Answer: See Addendum 1, page 4, response to question 14**

21. Will the County allow exceptions to be submitted within proposals or would taking exceptions deem the proposal non-responsive?

**Answer: See Addendum 1, page 4, response to question 14**

22. Will the County allow for affiliated company entities to be utilized throughout our entire company to include Canadian and U.S. operations to serve as potential contract reference(s)?

**Answer: See Addendum 1, page 1, response to question 6.**

23. Page 12 Section W of the RFP. Does the County currently utilize a web-based system for tracking complaints and responding to requests for service? If so, will the County please advise as to what system is currently in place?

**Answer: County utilizes Cityworks program internally for tracking service related issues.**

24. As a follow up to the previous question, does the County have a company preference for a web-based system?

**Answer: No.**

25. Section 44.3 of the sample agreement. Will the County consider a suspension of assessing liquidated damages for the first six (6) months to allow for transition?

**Answer: No**

26. Should a proposer bid all three (3) bidding options, will the County accept signed "copies" of all bid attachments located on page 24, Part V Attachments of the RFP for the Group 2 and Group 3 option?

**Answer: Yes**

27. With the initiative of providing a level playing field for all interested proposers, will the County consider allowing the yard waste disposal to be delivered to the County landfill at no charge?

**Answer: No.**

28. As a follow up to the previous question, Republic Service's MRF in Jacksonville is the only single stream recycling facility in the area. Should they increase their processing fee anytime throughout



the contract term, is the contracted hauler permitted to pass the increase along to the County? Is there a provision in the draft agreement that would allow for such?

**Answer: See response to question 18 above**

29. Page 6 Section P. Socioeconomic Business Enterprise items 1 & 2. We do not intend on utilizing any sub-consultants or sub-contractors to perform any of the County’s residential collection services. For item #2, will the County please further explain how haulers should submit documentation detailing “good faith efforts made” in utilizing DBE/MBE/WBE subconsultants or sub-contractors? Is this documentation needed if the proposer is not utilizing sub-contractors?

**Answer: No documentation is required if no subcontractors shall be used.**

30. Will the County consider allowing for one (1) additional follow up Q/A period after the County releases final Answer: to the August 3rd questions deadline?

**Answer: No**

31. Will the County please provide the residential unit count for each service area by year for the last five (5) years?

**Answer: Residential Unit Count by Service Area**

Year	North	South
2018	53,399	30,960
2019	56,826	31,683
2020	60,142	32,474
2021	63,852	33,467
2022	68,040	34,595

32. Will the County please advise as to the recycling participation rate for each service area over the past 24 months?

**Answer: Recycling participation (weekly set out rate) was deemed to be 86% from the results of our surveys.**

33. Page 20 Section 7 Proposed Pricing of the RFP. Through addendum #1, County has issued pricing sheets or, Attachments T and U. Will the County please confirm that these attachments should also be included within Section 7?

**Answer: Respondent must use the pricing attachment(s) that correspond with the service area, and option being proposed.**

34. If hauler is only bidding one Service Option, does the non-bidding Service Option attachment(s) still need to be included? If so, is the County asking for the non-bidding Service Option Attachments be left blank or, is hauler required to fill each out as “No Bid”?

**Answer: Respondent is only required to submit the forms that correspond to their proposal.**

35. Will the County accept an alternate bid submittal?

**Answer: Refer to Addendum 1, page 4, response question 14.**

36. Will the County negotiate the final contract, or do we need to put those exceptions in the proposal?

**Answer: Refer to Addendum 1, page 4, response to question 14.**



37. Indemnification. Section 1.51 and 51.1. Will the County revise this section so that the contractor will not be responsible for violation of law due to the content of the waste?

**Answer: Refer to Addendum 1, page 4, response to question 14.**

38. Damage to Property Section 19.6 will the County add “to the extent caused by Contractor’s negligence”?

**Answer: Refer to Addendum 1, page 4, response to question 14.**

39. Will the county add the following to the final contract? Specifications for all Recyclable Material. Recyclable Material shall comply with any and all specifications provided by the Contractor in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material is received within the County limits is rejected by the recycling facility or is not of the intended quality or grade, Contractor will notify the County and County shall pay any damages, costs, and penalties incurred by the Contractor due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit the Contractor from selling some or all of the Recyclable Materials, Contractor may (i) suspend or discontinue any or all Recycling services, or (ii) dispose of the Recyclable Material in a landfill and update the County’s rates accordingly.

**Answer: Refer to Addendum 1, page 4, response to question 14.**

40. Will the County permit a change of subcontractors during the life of the agreement if notified by the hauler and approved by the County?

**Answer: Yes, with prior notice and approval.**

41. Would the County consider amending the fleet age requirement for Rear Load trucks to model year 2020 and newer? Trucks from that year continue to be reliable with no breakdowns or impact to residential service. In addition, this will result in significant cost savings.

**Answer: Refer to Addendum 1, page 3, response to question 8**

42. In Option 2, Section 7.4, Bulky Waste, Will the County permit the collection of bulky waste weekly as part of a route rather than through an on call or scheduled only service?

**Answer: Refer to Addendum 1, page 4, response to question 14.**

43. Will the County allow the hauler access to Recycle Coach to meet the requirements set forth on P12 Section W, Complaints?

**Answer: No.**

44. In RFP Option 2 (with carts) P 15, 7.5 Yard Waste: 7.5.1 states contractor shall collect all of the Yard Waste that a customer sets out at curbside. 7.5.4 states that the Contractor is not required to collect more than 2 CY of Yard Waste from any customer in one operating day. Please clarify

**Answer: Refer to Addendum 1, page 5, response to question 22.**

45. RFP Option 2 (with carts) Section 23: Exempt Waste “E” states contractor is not required to collect Yard Waste generated by a Commercial Lawn Care Company or Nursery. What will the County accept as proof?

**Answer: Refer to Addendum 1, page 6, response to question 36.**



46. Based on the response stated in Addendum 2, item # 11 regarding supplemental collections, if the Director sides with the HOA, will the County support the rate proposed by the hauler with proper justification?

**Answer: Director makes final determination for the County.**

47. Exhibit 3 38.3- Will the County clarify the CPI calculation. In 38.3.2 the charts show two calculation which calculation will the County use.

**Answer: CPI calculations are the same in the RFP documents.**

48. Exhibit 3 Section 41- Will the County consider adding plus processing fees to the sentence the County shall receive all the revenues derived from the sale of the source separated recyclable materials that are collected by the contractor pursuant to this agreement including source separated materials from single family dwelling units and the county properties.

**Answer: No. Refer to Addendum 1, page 4, response to question 14.**

49. Can the contractor use rear load trucks to collect recycling if the truck is labeled for recycling use only?

**Answer: Refer to Addendum 1, page 4, response to question 14.**

50. If the contractor is awarded both service areas and would have two separate facilities in adjacent counties to run both areas would the contractor need two proposal bonds or would one work?

**Answer: Refer to Addendum 1, page 4, response to question 11.**

51. Due to the manufacturer back log of 12 to 24 months for chassis for the drop frames. If awarded would the county, consider as an alternative to Labrie or McNeilus rear loaders to service both recycle and garbage

**Answer: Refer to Addendum 1, page 5, question 24,**

52. On page 8,9 of the RFP document. E. Two Options for Collection Services. 2. Option2: Limited Collection with Garbage Carts and Recycling Carts. The Contractor shall collect Garbage and Rubbish that are placed at the Curbside in Garbage Carts only. Draft Service Agreement RFP Option 2 on page 6 of the Definition(s) of 1.47 Garbage Carts, shall mean a container that is made with heavy-duty hard plastic or other impervious material, hot stamped or stenciled with the County logo... In the Service Agreement there are Specifications for Carts in Exhibit 5. It was mentioned in the pre-proposal meeting that under Service Option 2 the Contractor would also be responsible to collect customer provided Garbage Carts. Customer owned Garbage Carts do not necessarily meet the strength of material required to be serviced by an automated side loader arm. Would the County please consider eliminating this provision and only allow customers to utilize the Garbage Carts provided by the Contractor with the defined specifications in Exhibit 5?

**Answer: Refer to Addendum 1, page 4, question 15.**

53. **Draft Agreement – Section 53.8 – Certificate of Insurance – Would the County remove the requirement to include deductible/SIRs on the COI? (that is not industry standard)**

**Answer: YES**

54. **Draft Agreement – Section 53.9 – Deductibles, Self-Insured Retentions, and Supplemental Coverage – Would the County remove the requirement that SIRs are subject to County approval?**



(as the contractors insurance policies are administered on a company-wide basis and cannot be changed)

**Answer: YES**

55. Given that the County is a public entity, can the County please provide the current recycling and yard waste processing fees within the agreement with Republic Services that will expire on July 31, 2024?

**Answer: Yard waste processing at Nine Mile Road is \$20.99 per ton. Recycling processing for Republic Services is included in the monthly recycling collection rate of \$4.49. WM receives \$68.00 for recyclables delivered to Nine Mile Road and \$51.47 delivered to Environmental Land Services.**

56. There was no map attached to the Addendum for Service Area 2 that showed current service schedule by day and by material. Can the County please provide this map as a separate exhibit?

**Answer: See Exhibits 20-22. The County does not possess these maps for the Northern service area.**

57. Can the County please clarify that the HOA list provided in Exhibit 12 are intending to remain collected by the franchise contractor? If so, will the amount billed per HOA be negotiated between the contractor and HOA?

**Answer: The County makes no representations or guarantees that any HOA units would continue with the second collection service. Collection rates for the second collection are negotiated between the contractor and the HOA. Director makes final determination as mediator/arbitrator for the County.**

58. Will the HOAs listed in Exhibit 12 be subject to the supplemental franchise fee or will they be part of the base services?

**Answer: Refer to Addendum 1, page 7, question 48**

**SUBMITTAL DEADLINE FOR PROPOSALS REMAINS: Thursday August 24, 2023 by or before 4:00PM**

**Acknowledgment: Respondents must complete Attachment "E" with their submitted Proposal to acknowledge all issued Addenda.**

**END OF ADDENDUM NO. 3**





## ADDENDUM #2

**Date:** July 26, 2023

**To:** Prospective Respondents

**From:** St. Johns County Purchasing Division

**Subject:** RFP No: 23-32; Residential Solid Waste, Recycling, and Yard Waste Collection Services

This Addendum #2 is issued for further Respondents' information and is hereby incorporated into the RFP Documents. Each Respondents' must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Respondents must acknowledge all issued Addenda by completing and submitting Attachment "E" with their submitted Proposal.

### Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

1. Exhibits 3 and 4 Revised Sample Franchise Agreements are attached hereto.
2. Exhibit 12 – HOA Opt-in Addresses is attached hereto.
3. Exhibit 13 – TPC Plan is attached hereto.
4. Exhibit 14 – St. Johns County Yard Waste is attached hereto.
5. Exhibit 15- How to Yard Waste is attached hereto.
6. Exhibit 16 – Republic Recycle is attached hereto.
7. Exhibit 17 – SJC Yard Waste Education is attached hereto.
8. Exhibit 18 – Republic Yard Waste is attached hereto.
9. Exhibit 19 – Sign in Sheet for Non-Mandatory Pre-Proposal Meeting attached hereto.

### Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Draft Agreement – Section 19.6 – Would the County allow for a seven (7) Operating Day period to repair damage (in lieu of 3)?  
**Answer: No**
2. Draft Agreement – Section 34.5 – County's Right to Require Performance – Would the County allow for a 48-hour response period (instead of 24 hrs.) in circumstances involving Force Majeure events?  
**Answer: No.**
3. Draft Agreement – Section 47 – Breach and Termination of Agreement – Would the County agree to an initial 20-day cure period (instead of 7 days) as more reasonable and fairer?  
**Answer: No.**



4. There were many attachments that were received with this RFP 23-32. Do the sample contracts (Exhibit 3-4) supersede the RFP or any other attachments that were received.  
**Answer: Exhibits 3 and 4 are attached for DISCUSSION PURPOSES ONLY. If there are inconsistencies in information, Respondents have until the Deadline for Questions, as provided in Addendum #1 to submit any questions or request clarification.**
5. Can the county provide more details as to why the first year will be 14 months verses 12 months? Also, how will the CPI be calculated during those 14 months.  
**Answer: Because of the start date, and to align the years with the fiscal year**
6. Will the contractor be responsible for the disposal of tires?  
**Answer: Tires will not be required to be collected by the haulers from residential properties**
7. Can the county provide clarity on excessive garbage outside of the can/cart? In 7.2.1 it says contractor shall collect all but in 7.2.2 it says contractor is not required to collect loose non-containerized garbage and rubbish.  
**Answer: Section 7.2.1 of the Franchise Agreement provides for collection of all Garbage, Rubbish set out in Garbage Cans, Plastic Bags, and similar receptacles. Section 7.2.2 states that such receptacles shall not be larger than 32-gallon, or more than 50 pounds.**
8. In this section it speaks of yard waste being bundled and neat. Can the county expand on their definition of neat?  
**Answer: Per Section 7.5.2 of the Franchise Agreement, "Yard Waste also may be tied, bundled, or stacked in neat piles at Curbside,".**
9. Will the contractor be responsible for providing container/can for the services required at the transfer station?  
**Answer: See pg. 10, Part II: Scope of Services, Section M. Collection of Cardboard and Single Stream at County Transfer Station. The table states the containers that must be placed at each Transfer Station.**
10. Can the county provide a list of what communities are currently receiving these services?  
**Answer: See Clarification #02 above.**
11. If an agreement between contractor and community cannot be reached in the supplemental collections portion of the contract would the county, consider making it an open market agreement.  
**Answer: No, Director will have final determination if the contractor fails to come to terms with a community.**
12. 10.3-Will the county consider removing this language from agreement this language is more so for commercial services and would create difficulties with routing.  
**Answer: No.**



13. Can the county provide us with a list of both service areas routes, maps, and house count per route in all streams?

**Answer: See Addendum 1.**

14. Can the county provide information as to how the TPC has been handled by the current contractor when it comes to servicing the residents that are affected by the tournament?

**Answer: See Clarification #03 above.**

15. Does the county allow electronic equipment and white goods to be collected in the same vehicle? Can the county tell us if the electronic equipment is an on-call service? Can the county provide the current facility that receives electronic equipment?

**Answer: See Clarification #01 above.**

16. Can the county provide the contractor with roads/streets that low hanging limbs or canopy trees will be located? Does the county maintain the tree heights to code of 13 feet 6 inches? If not, will the contractor be held liable for trees that doesn't meet these standard specifications.

**Answer: The County does not have a list of roads/streets that have low hanging limbs or canopy trees.**

17. 19.6-Will the county consider including language about normal wear and tear along with depreciation values when it comes to contractor shall be responsible for all damages, cost and liabilities associated with repair, restoration, or replacement of any property damaged by contractor.

**Answer: Yes.**

18. Can the county provide a list of community streets, roads that would require the use of a smaller truck?

**Answer: None to the County's knowledge.**

19. Will the county consider the removal of plastic bags used for county yard waste usage for residents? The use of plastic bags is not Eco-friendly and many facilities are struggling to get rid of all the plastic.

**Answer: No.**

20. Will the county please clarify excessive recycling? Will the contractor be required to collect recycling outside of the carts?

**Answer: Refer to Section 28.2.3 of the Franchise Agreement.**

21. Will the county clarify new customer after the commencement date. Does this mean new to the county or new to the new contractor. Will the contractor be required to deliver new recycling carts to all residence before the commencement date?

**Answer: New homes constructed and occupied after the commencement date or existing homes with damaged carts requiring replacement.**



22. Will the county provide a list of residence who have 35- and 95-gallon carts.

**Answer: The County does not have this information.**

23. Will the county consider changing the language from replace each customer damaged, stolen cart free of charge to will replace carts that are were damaged or stolen for a fee.

**Answer: No.**

24. Local office. Can the contractor have an administration office in St. Johns County but have equipment in adjacent counties.

**Answer: Yes.**

25. If the county decides to invoke the emergency services for 37.1 would the contractor rates be reduced for the other streams not serviced.

**Answer: No. Refer to Section 37.1 of the Franchise Agreement, "The Contractor shall use its best efforts to resume its collection services for bulky waste, yard waste and source separated recyclable materials on the scheduled collection days..."**

26. Will the county consider removing the 5% cap on CPI.

**Answer: No.**

27. Will the county consider moving the due deadline back two weeks to August 24th?

**Answer: Please refer to Addendum #01.**

28. Does this section include local and state disasters as well.

**Answer: Yes.**

29. Could the county tell us what day of the month the contractor could expect payment for services.

**Answer: No.**

30. Can the county explain who is responsible for electronic tipping fees.

**Answer: Electronics are not included in the regular collection services. County provides a residential drop off location for residential electronics.**

31. Will the county consider not fining the contractors in this section of agreement? Due to manufacturer delays contractors have no control over when carts and equipment can be delivered.

**Answer: Refer to pg. 19 of the RFP, Part III: Proposal Submittal Requirements & Evaluation, H. Instructions for Submitting Proposals, Section 4: Approach to Services, last paragraph.**

32. In reading this it appears that the county is asking the contractor to take responsibility of the counties indemnified loss even if the county is at fault. Will the county provide clarify in this section?

**Answer: If the County is found negligent, Contractor is excused from the obligations of Section 52. (See last sentence in the third full paragraph under Section 52)**



33. Exhibit 9- will CPI be allowed on these services. Franchise fees for these services are the 5% or 10% see bottom of exhibit 9.  
**Answer: See Clarification #01 above.**
34. Can the county provide a list of current contamination percentages of the recycling loads?  
**Answer: 20%**
35. Will the county charge franchise fees to emergency services?  
**Answer: No.**
36. Exhibit 10- The county in the general requirements section request the contractor to have certain equipment on hand or readily available in case of emergencies. This would require a lot of capital. Can the county provide more clarity with this section?  
**Answer: Existing route equipment repositioned for debris clean up, if necessary.**
37. In emergency situations once clean up starts how does the county determine compensation between normal yard waste pick up and storm pick up.  
**Answer: Haulers are responsible for containerized yard waste material. FEMA crews collect larger piles of limbs on first pass. contractor is expected to resume full service for yard debris collection after the first pass by the FEMA debris contractor.**
38. If a change in disposal facility occurs and cost associated with that change increase will the county allow contractors to apply for increase cost due to change.  
**Answer: County provides for disposal of Class 1 solid waste at each of the existing transfer stations.**
39. If a contractor is awarded both service area can the contractor choose if they want to service both or just one service area.  
**Answer: NO**
40. Will the county provide copies of the current maps of the current service areas?  
**Answer: Refer to Exhibit 1**
41. Draft Agreement – Section 2.2 Limitations on the Contractor’s Franchise -- Would the County agree to add the word “exclusive” before “right” in the third sentence as follows: “Among other things, this Agreement does not give the Contractor any exclusive right...”  
**Answer: See Clarification #01 above.**
42. Draft Agreement – Section 45 – Payments Withheld from the Contractor – Would County agree to add language that any amounts withheld shall bear a reasonable relationship to the reason/basis for the withholding?  
**Answer: No. Section 45 indicates the County will withhold “. . . part or all of any payment otherwise due the Contractor. “and enumerates the situations under which the County could take such actions, and further limits the amount to \$50,000. Clearly, the County cannot**



**withhold more than what is owed to the Contractor and is otherwise limited by \$50,000; moreover, it is a withholding, the Contractor receives the payment once the matter is cured.**

43. Cart specifications on Exhibit 5, Can this requirement be revised to also accept a 10" blow molded Snap-On wheel? This is the industry standard among all cart providers.

**Answer: Yes, The County will accept 10 inch blown molded wheels**

44. When will the list of bid meeting attendees be published?

**Answer: Refer to Exhibit 19**

45. Local Preference: Please confirm that the Local Preference (sec. 16.3.1) is NOT applicable to this RFP due to the expenditure of State and/or Federal funds within the County's residential solid waste and recycling collection services program, Please confirm that the rates submitted on Pricing Forms / Attachments T & U are only applicable if both service areas (North & South) are awarded to the same contractor.

**Answer: Rates submitted on attachments "T" North and South Opt 1 and "U" North and South Opt 2 are ONLY acceptable if awarded to the same contractor.**

46. Option 1 - Unlimited Collection - Can Size: The RFP requires no container provided by a resident to be larger than a 32-gallon bag or container. Unfortunately, most residential customers prefer to purchase and utilize a 95-gallon cart on wheels from their home improvement store making them unqualified containers per the RFP. Will the County consider amending the RFP to allow for 95-gallon customer-provided carts and the use of cart tippers on rear load collection vehicles to allow these containers to be safely and efficiently served as opposed to not being serviced and tagged with Not Collected stickers due to non-authorized container size? Alternatively, does the County consider if all waste is bagged in 32-gallon or smaller bags within these larger, non-authorized 95-gallon carts on wheels to be in compliance? Again, we would ask that the authorization of tippers on rear load trucks be allowed to safely empty these containers for Option 1.

**Answer: Semi-automated cart tippers mounted on rear loaders and manual side loaders are permitted to safely empty all customer owned carts. contractor is expected to service all residential size carts exceeding 32 gallons that may be mechanically emptied with a cart tipper.**

47. Payment of Tipping Fees: Please confirm that the County has no disposal rate agreement with any disposal/processing facility for yard waste or recycling and that these materials may be delivered to any properly State-permitted disposal/processing facility pending approval by the Director.

**Answer: The County currently has agreements for both yard waste and single stream recyclables processing with Republic Services. These agreements are due to expire with the current collection agreement on July 31, 2024. It is the contractor's responsibility to provide for the processing of yard waste and single stream recyclables under RFP 23-32 at an approved State permitted facility.**



48. Bulk Waste - The definition of Bulk Waste excludes any mention of car tires. Please confirm that the Contractor is not expected to collect tires from any residential unit unless agreed to via a Supplemental Collection service (for a fee to be agreed upon between the Contractor and the unit owner directly).

**Answer: Car tires are not collected at the curb with residential waste. Residents may dispose of tires at either of the County's two transfer stations for a fee.**

49. Franchise Fees / 2nd Cart: Please confirm that the Contractor is responsible for providing and billing for any 2nd (or more) 95-gallon carts provided for garbage (Option 2) or Recycling (Option 1 and 2).

**Answer: Yes, the contractor is responsible for charging residents for a second garbage or recycling cart under RFP 23-32**

50. Collection of Cardboard & Single-Stream @ County Transfer Station: Currently, there is no rate field or box for pricing these 8-cubic yard containers collection/processing services even though disposal is not covered by the County for recyclable materials. Is it the intention of the County for this service to be provided free of charge by the awarded contractor?

**Answer: Costs for this service are to be included in the monthly residential recycling pricing**

51. Community Events: Please confirm that the County will accept disposal for free for the roll offs utilized for up to six (6) Community Events.

**Answer: The County provides for the disposal of materials generated from these events.**

52. Public Notifications: Please share copies of the bi-annual Public Notification pieces issued by the current contractors.

**Answer: See Exhibits 13-19**

53. Equipment: Will the County please clarify that the utilization of Labrie Expert drop frame, side loading vehicles or McNeilus drop frame side loading vehicles is only relevant to Option 2 and automated recycling collections (Option 1 and Option 2) and is not applicable for Option 1 Garbage collection nor any yard waste collection services?

**Answer: The drop frame units from Labrie or McNeilus are required for Option 1 recycling and both garbage and recycling for Option 2.**

54. Page Limit: Will the County consider excluding the required Financial Audit from the 75-page maximum criteria? As a private company, we are not required to post our financials online such as a public company; however, we do produce an annual certified financial audit that is significant in length which we believe the County would prefer to review in its entirety as opposed to snippets of the audit.

**Answer: NO, Google Drop box or link is acceptable see Addendum #01**

55. Delegation of Authority: Please confirm that a Company officer is deemed an approved Delegate of Authority as registered with the State of Florida.

**Answer: Yes**



56. Emergency Services Rates: Please confirm no franchise fee is to be given to the County for any Emergency Service proposed on Attachment P - Supplemental Collection Services.

**Answer: Franchise fees are not required to be assessed by the Contractor on Emergency Services.**

57. Supplemental Collection Services: Can the County clarify how tipping fees are currently being paid to the County for Supplemental Collection Fees in regards to 2nd day collection of garbage in certain communities in the North Area?

**Answer: The County currently has a separate disposal fee included in the annual non ad valorem assessment for each residential unit.**

58. Supplemental Collection Services: Under Option 2 (Carts), those who subscribe to a 2nd garbage cart are mixed with residents who only have one cart as they are systematically collected along the garbage route. Disposal volumes cannot be properly measured for the second cart. Does the County have a specific average weight it would request the Contractor to use in order to pay the required disposal fee on this Supplemental Collection Service for an extra cart?

**Answer: No. The County currently has a separate disposal fee included in the annual non-ad valorem assessment for each residential unit.**

**SUBMITTAL DEADLINE FOR PROPOSALS REMAINS: Thursday August 24, 2023 by or before 4:00PM**

**Acknowledgment: Respondents must complete Attachment "E" with their submitted Proposal to acknowledge all issued Addenda.**

**END OF ADDENDUM NO. 2**





## ADDENDUM #1

**Date:** July 26, 2023

**To:** Prospective Respondents

**From:** St. Johns County Purchasing Division

**Subject:** RFP No: 23-32; Residential Solid Waste, Recycling, and Yard Waste Collection Services

This Addendum #1 is issued for further Respondents' information and is hereby incorporated into the RFP Documents. Each Respondents' must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Respondents must acknowledge all issued Addenda by completing and submitting Attachment "E" with their submitted Proposal.

### **Revisions/Clarifications:**

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

1. Revised Exhibit 9 and 9A are attached hereto.
2. Revised Exhibit 3 is attached hereto.
3. The Submittal Deadline for Proposals is hereby extended to Thursday, August 24, 2023 by or before 4:00PM EST.
4. The Deadline for Questions/Inquiries is hereby extended to Thursday, August 3, 2023 by or before 4:00PM EST.
5. The Evaluation Meeting has been tentatively changed to September 7, 2023.
6. The submittal requirements for Related Experience (Page 17 Section 3) are hereby revised to the following: "Respondent shall provide five (5) active contracts and five (5) inactive contracts, with governmental agencies, preferably in Florida, or the Southeast region of the United States, awarded or terminated/expired/cancelled within the past five (5) calendar years, for services similar to those specified herein. The information required must include, at a minimum: name of agency, date of award, date of termination/cancellation/expiration, summary of services, total dollar value of contract, reason for termination/cancellation/expiration, and point of contact information (including name, title, phone number and email address)."
7. Revised Attachments L, M, N, & O Proposed Pricing Forms are attached hereto.
8. Attachment T – Proposed Pricing Form - Both Areas Option 1 is hereby added for Respondent's use in submitting a Proposal for Both Service Areas for Option 1.
9. Attachment U – Proposed Pricing Form - Both Areas Option 2 is hereby added for Respondent's use in submitting a Proposal for Both Service Areas for Option 2.
10. Exhibit 10 – Six Months of Invoices from Republic is attached hereto.
11. Exhibit 11 – Six Months of Invoices from Waste Management is attached hereto.
12. Page 15, Part III: Proposal Submittal Requirements & Evaluation, Section H – Instructions for Submitting Proposals, second paragraph is hereby changed to the following: "Based upon whether Respondent is submitting for both Service Areas, or one (1) Service Area, the Proposal shall be submitted as follows:

### **If submitting a Proposal to perform Services in BOTH Service Area 1 and Service Area 2:**

Respondent shall submit one (1) Proposal, including all required information as specified herein, for each Option for which the Respondent wishes to propose. Respondent may submit for one or both



Options. The information specific to each Option must be clearly separated and submitted (i.e. one packet for each Option). The Proposal for both Service Areas, even if Respondent is submitting for both Options, shall be submitted in a single envelope or container. Proposal must clearly indicate whether the Respondent is submitting for one or both Options.

Additionally, if the Respondent wishes to be considered for a single Service Area (i.e. **either** Service Area 1 **or** Service Area 2, **not both**), Respondent must submit a separate Proposal for each Service Area, including all required information as specified herein, for each Option for which the Respondent wishes to propose. Respondent may submit for one or both Options. The information specific to each Option must be clearly separated and submitted (i.e. one packet for each Option). The Proposal for each Service Area, even if Respondent is submitting for both Options, shall be submitted in a single envelope or container. Proposal must clearly indicate whether the Respondent is submitting for one or both Options.

**If submitting a Proposal to perform Services in one Service Area only:**

Respondent shall submit one (1) Proposal, including all required information as specified herein, for each Option for which the Respondent wishes to propose for that Service Area. The information specific to each Option must be clearly separated and submitted (i.e. one packet for each Option). The Proposal for the single Service Area, even if Respondent is submitting for both Options, shall be submitted in a single envelope or container. Proposal must clearly indicate whether the Respondent is submitting for one or both Options.

All other portions of Part III: Proposal Submittal Requirements and Evaluation, Section H – Instructions for Submitting Proposals shall remain as provided in the RFP Document.

**Questions/Answers:**

The County provides the following answers to the questions submitted below:

- 1) Would the County consider moving the Submittal Deadline to Thursday August 24, 2023?  
**Answer: See Clarification #3 above.**
- 2) If the County does change the Submittal Deadline to August 24th, then would the County consider moving the Questions Deadline to Friday August 4, 2023?  
**Answer: See Clarification #4 above.**
- 3) Page 4 of the RFP document, **I. Addenda**. Does the Contractor need to submit the Addenda Acknowledgement Form (Attachment E) with the full copy of each Addenda or just the Addenda Acknowledgement Form?  
**Answer: Respondents must complete and submit Attachment E only.**
- 4) Page 7 of the RFP document, **B. Geographic and Population Data**. The average growth of approximately 5% or 3,600 new Residential Properties per year. Can the County provide an estimated breakdown of the new 3,600 residential units for Service Area 1 as compared to Service Area 2?  
**Answer: Currently, the split for new home construction between the north and south is 70% in the north, 30% in the south, which may change based on continued growth.**



- 5) Service Agreement: Section 7.3 Residential Collection Service for Recyclables Materials (Option 1 & Option 2). 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 Customer's Recycling Cart. Would the County consider CONTENT of CART ONLY not allowing items placed outside the cart to be collected, especially for Service Option 2? (This improves efficiency which produces lower costs)

**Answer: No.**

- 6) Service Agreement: Section 7.5 Residential Collection Service for Yard Waste (Option1 & Option 2). Would the County consider a specified diameter for tree limbs and stumps such as six (6) inches in diameter?

**Answer: No.**

- 7) Page 10 of the RFP document. **L. Franchise Fees.** Additional Carts requested by Residential Service Customers. Does the County expect the Contractor to bill Residential Customers separately for an additional Cart and apply a 5% Franchise Fee to the Gross Revenue (Billing) and then remitted to the County?

**Answer: Yes, the 5% Franchise Fee shall be applied to Supplemental Services, and the purchase of additional Cart(s) is classified as Supplemental Services.**

- 8) Page 11 of the RFP document. **Equipment and Vehicles.** The RFP requires at least 75% of the Contractor's fleet of Collection Vehicles shall be brand new on the Commencement Date. Due to supply chain issues, there is currently a back log of 16 months on new vehicles being made available to Contractors. Assuming the County would award the new contract(s) by November/December of 2023, would the County allow at least a period of 8 months from the Commencement Date to deploy brand new vehicles?

**Answer: See pg. 19, Part III: Proposal Submittal Requirements & Evaluation, H. Instructions for Submitting Proposals, Section 4: Approach to Services, last paragraph.**

- 9) Page 15 of the RFP document. **H. Instructions for Submitting Proposals. Proposal to perform Services in BOTH Service Area 1 and Service Area 2.** This option assumes that a Contractor would be awarded the entire County to service 103,080 Residential Units for either Service Option 1 or Service Option 2. If so, would the County produce a Proposed Pricing Form that included Service Area 1 and Service Area 2 combined for Service Option 1 (Garbage Cans) and another combined Pricing Form for Service Option 2 (Garbage Carts)?

**Answer: See Clarifications #8 and #9 above.**

- 10) Could a Contractor choose to only bid on **one** of the Service Options for either Service Area whether on the combined bid (BOTH) or separately for each service area in their submittal response and not be considered Non-Responsive or Disqualified?

**Answer: See Clarification #12 above.**

- 11) On page 19 of the RFP document: **Section 5: Financial Capability and Stability. Agreement Security: Proposal Bond.** If a Contractor chooses to bid on BOTH Services Areas and on each Service Area separately, does the Contractor have to submit a separate Bid Bond for each submittal or just one that would cover all submittals?



**Answer: Each Respondent must submit one (1) Proposal Bond, whether submitting one (1) or multiple Proposals. However, the Proposal Bond shall be withheld by the County, in its entirety, until Contract(s) are executed, and the County shall not provide any partial releases of Proposal Bonds to any Respondent.**

- 12) On page 19 of the RFP document: **Section 5: Financial Capability and Stability. Agreement Security: Financial Statement and Report.** Would the County allow the Contractor to submit electronic links for the financial report/annual audit and the most recent 10k considering the 75-page limit for the submittal response?

**Answer: Yes, however, the link must be secure, and uncontaminated. The link must also be accessible by the County without passwords, subscription, or login to any website.**

- 13) On pages 38-41 of the RFP document: **Attachments L, M, N, & O Proposed Pricing Forms.** Regarding Automated Source Separated Recyclables, should this language be Automated Single Stream Recyclables? The Service Agreement also refers to recycling collection as Source Separated.

**Answer: See Clarification #7.**

- 14) On page 19 of the RFP document: **Section 4: Approach to Services:** The County states that the Respondent may take exceptions and propose alternate terms. How will the County address such exceptions? (Will the parties negotiate in good faith to address an exception taken in their submittal response? (i.e., The proposer will not automatically be bound by the term that it has taken exception to but be given the opportunity to negotiate with the County during the Award and Negotiations phase)

**Answer: Respondent may propose alternate terms as part of their Approach to Services. The County may, but is not obligated, to consider any alternate terms or exceptions submitted in any proposal.**

- 15) Will the County please consider prohibiting residents from utilizing their own personal carts for the carted program or, Option 2? Should this be allowed, it potentially places liability back on the hauler should one of their personal carts become damaged during collections. Personal carts purchased from Home Depot, Lowes etc. may not be built with the same integrity when compared to a cart built by a National Cart Manufactures.

**Answer: For collection of garbage only, under Option 2, Residents must use the provided carts as specified in the RFP.**

- 16) For Option 2, are haulers required to collect any overflow or bagged garbage sitting next to the cart(s)?

**Answer: See pg. 9 under Part II: Scope of Service, E.2, second paragraph**

- 17) Will the County please advise as to what cart size should be utilized should Option 2 be selected?

a) **See Section 29 of the Franchise Agreement.**

- 18) Page 17 Section 3 Related Experience. As this could potentially be a very exhaustive list due to the size of some hauling companies, will the County please consider allowing haulers to provide up to five (5) active contracts/references from governmental agencies similar in size to St. Johns County? List or contracts would include the same requirements as set forth within this section i.e., name of agency, description of service, contract terms, annual costs etc.

**Answer: See Clarification #6 above.**



19) As this RFP contains two (2) collection options, are haulers required to submit a proposal for both options or, can haulers submit a proposal for either one?

**Answer: See Clarification #12 above.**

20) Having excess cardboard or any other recycling items collected outside the recycling cart prohibits the ability to fully automate the recycling program. Will the County please consider allowing for only the recycling cart contents to be collected?

**Answer: See Section 7.3.1 of the Franchise Agreement.**

21) Page 10 Section N and Page 42 Section 36.2 Would the County consider a yearly information brochure instead of a bi-annual brochure?

**Answer: No**

22) Page 11 Section O Option 1 permits more than a two cubic yard set our rate for two months of the year. Will the County allow for additional charges for those services? Can the County add a line item on the proposal rate page? Exhibit 3 Option 1 7.5 and 7.6 7.5.1 states contractor is to collect all YW customer sets out. 7.6" A" states contractor is not required to collect YW that exceeds 2cy. Will the County please clarify this option? These two contradict each other. Please clarify.

**Answer: The awarded Contractor(s) must adjust services and staff as necessary to accommodate the additional waste expected in the months of March and April, within the Contract Rates for Services. The County will not pay any additional surcharges or higher rates during these months for the additional waste anticipated.**

23) Page 11 Section R. and Page 35 Section 32 Franchise agreement. Due to COVID, most of our customer service representatives are still working remotely. Will the city allow for a local office for operations that can also provide promotional and educational materials at the site?

**Answer: No.**

24) Page 11 Section S. Will the County allow Heil Body and Mc Neilus Chassis for all side-loading vehicles?

**Answer: No, the County does not consider this to be an equivalent to the specified vehicles in the RFP.**

25) RFP Page 12 Section W. Is it the County's intention for the contractor's web-based system to replace Recycle Coach? Having two systems/options may result in confusion and delays.

**Answer: No.**

26) Page 14 Section 7.2.4 Will the County consider changing the recycle to cart content only, like the garbage carts?

a) **See answer to Question #5 above.**

27) Page 15 Section 7.3.5 Will the County consider revising the program Materials to exclude glass?

**Answer: No.**

28) Page 16 Section 9.2. Does the County know how many supplemental collections services are for the communities within the County? What type of services?

**Answer: See page 10 Part II: Scope of Services K Supplemental Collection Services for communities.**



29) Page 30 Section 29.5 Please clarify, will the County offer only 96-gallon and NOT 35-gallon carts for Garbage?

**Answer: See Franchise Agreement, Section 29 Collection Containers, sub-section 29.1.2.1.**

30) Page 49, Section 41. If the contractor is responsible for processing recycling, why would the County expect to receive 100% of the recycling revenues?

**Answer: The requirements remain as provided in the RFP.**

31) Page 44 Section 38.3 Will the County consider not capping the CPI to 5%? Will the County also consider Waste Sewer and Trash Index?

**Answer: No. See requirements of Section 38.3.2 of the Franchise Agreement.**

32) Exhibit 9 Option 1 Franchise agreement. Please review Exhibit 9 and the RFP Page 42 Supplemental Collection Services—Missing a delivery fee in RFP, and the Franchise agreement states 10%, not 5%.

**Answer: See Clarification #2 above.**

33) Option 1 Exhibit 1 section 1.26 states 30% contamination is permitted for recycling even though the industry standard is 20%. If a load is inspected at the transfer station and deemed contaminated, can the contractor take it directly to Stratton or Tillman and dump it as MSW?

**Answer: No.**

34) Exhibit 3, Exhibit 4, Page 17 Section 10.01 states contractor shall provide collection services daily except Sundays and holidays. Will the County please add Saturday to the exception? Please clarify the intent. Is it shall or may?

**Answer: See Section 10.2 of the Franchise Agreement.**

35) Page 20 Section 17.2 Option 3 Clarify in all option franchise agreements that only one tag outside the cart is necessary to tag for non-conforming materials.

**Answer: Correct, only one Non-Collection Notice is required.**

36) Page 24 Section 23.1 Exempt Waste states not subject to contractor: YW generated by Commercial Lawn Care Company or Nursery. How will the County help the contractor enforce the contractor-generated lawn care companies or plant nurseries?

**Answer: Yard Waste generated at Residences which qualifies for collection under the awarded Franchise Agreement, must be collected by the awarded Contractor(s) in accordance with the awarded Agreement.**

37) Page 28 Section 29.1.2 and 29.4.2 Recycle cart delivery is five days, and MSW cart delivery is three days. Will the County permit all deliveries/exchanges/repairs to be completed on a 5-day plan for uniformity and ease of scheduling?

**Answer: No.**

38) Page 31. Section 30.4.4 Vehicles are required to have video recording capability to confirm service. The same paragraph also states contractor shall take photographs at each curbside location when they collect gar/Rec/YW/Bulk. Will the County accept a screenshot or snippet from the video to confirm service?

**Answer: Yes.**



39) Exhibit 5 Carts Will the County consider removing 9.4 and 9.5? The carts are constantly delivered and exchanged/repared, and the serial # is not used for any purpose. Also, placing a bag holder with information is redundant since the same information is imprinted on the cart lid, readily available, explained to all new residents, and included in the mailer.

**Answer: No.**

40) Could the County provide the locations for disposal that the current contractors are using for recycling and yard waste in each area?

**Answer: Recycling and yard waste are currently deposited at Republic Services, Nine Mile facility located in St. Johns County.**

41) Can the County please provide the tipping fees for all disposal locations utilized by the current haulers?

**Answer: No.**

42) Could the County please provide tonnage reports (or disposal tickets), by day and by truck identification or load identification for the years 2021 and 2022 for each waste stream collected (residential solid waste, recycling, vegetative waste) for each service area?

**Answer: See Exhibit 2 of the RFP Documents.**

43) Could the County please provide the last 6 months of liquidated damages assessed to the actual incumbents?

**Answer: No liquidated damages have been assessed in the last 6 months**

44) Could the County please provide the last 6 months of invoices paid to the actual incumbents?

**Answer: See Clarification #10 and #11 above.**

45) Can the County please provide the number of routes (breakdown per day and material) used to provide service by the current haulers for each service area?

**Answer: The County does not have this information.**

46) Can the County please provide a map with the current service schedule per material for each service area?

**Answer: The map for Service Area 2 is attached to this Addendum. The County does not have any such map for Service Area 1.**

47) Can the County please provide if any specific type of vehicle (small rear loader, clam shell, etc.) is used to perform the services for difficult to access sections (dirt roads, back downs, etc.) in each collection area?

**Answer: The County does not have this information.**

48) Can the County please provide the supplemental collection services pricing for individuals provided by the current haulers for each area? What is the franchise fee total amount received by the county for these services in each service area?

**Answer: These agreements are separate from the County's collection contract. The County currently receives a two percent (2%) Franchise Fee for these services. Please refer to page 10, Part II: Scope of Services, Section K of the RFP Document.**



49) Checking ATTACHMENT “P” PROPOSED PRICING – SUPPLEMENTAL COLLECTION SERVICES Should the unit pricing include the 5% franchise fee?

**Answer: The pricing submitted on Attachment P shall be the fees being charged for the performance of the Supplemental Collection Services. The Contractor(s) are required to remit to the County, a 5% Franchise Fees based upon Gross Revenues from these Services.**

50) RFP Exhibit 3 Option 1 [with garbage cans] draft agreement: In section 7, can the County confirm that bulk and white goods will be on-call and have a maximum output of 2 items per call for both service options?

**Answer: See Exhibit 3, Section 7.4.**

51) RFP Exhibit 3 Option 1 [with garbage cans] draft agreement: In section 7.6, can the County confirm that yard waste will have a maximum collection of 2 yards per service for both service options?

**Answer: See Clarification #2 above.**

52) RFP Exhibit 3 Option 1 [with garbage cans] draft agreement: In section 12.5, the agreement states that the Contractor must plan ahead and implement appropriate measures for “a) the increased quantity of yard waste that is typically set out in March and April.” However, the agreement also states that there is a 2-yard limit on yard waste collection. Can the County please clarify that the hauler will be responsible for any material over the 2-yard limit?

**Answer: See Clarification #2 above.**

**SUBMITTAL DEADLINE FOR PROPOSALS IS HEREBY CHANGED TO: Thursday August 24, 2023 by or before 4:00PM**

**Acknowledgment: Respondents must complete and submit Attachment “E” with their submitted Proposal to acknowledge all issued Addenda.**

**END OF ADDENDUM NO. 1**





**ST. JOHNS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR PROPOSALS  
RFP NO: 23-32**

**RESIDENTIAL SOLID WASTE, RECYCLING, AND  
YARD WASTE COLLECTION SERVICES**

St. Johns County Purchasing Division  
500 San Sebastian View  
St. Augustine FL 32084  
(904) 209-0150 – Main  
[www.sjcfi.us/Purchasing/index.aspx](http://www.sjcfi.us/Purchasing/index.aspx)

**DRAFT 06/29/23**

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

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## RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

### **PART I: GENERAL REQUIREMENTS**

#### **A. DEFINITIONS**

Terms used within this Request for Proposals (“RFP”) shall have the meaning as set forth in the St. Johns County Purchasing Policy (“Policy”), in the Exclusive Franchise Agreement (“Agreement”), or as provided herein. Terms as defined in the Agreement shall govern over terms defined herein or in the Policy.

#### **B. PURPOSE & INTENT**

The purpose for this RFP is to solicit Proposals from qualified Respondents for consideration in performing Residential Solid Waste, Recycling, and Yard Waste Collection Services in the unincorporated areas of St. Johns County, in accordance with the Agreement. The intent of the County is to award one (1) or more Respondents for the performance of the required services as provided herein. The County intends to select the most qualified Respondent(s), which present the Best Value to the County, and enter into a contract to perform the required services, based upon the evaluation of submitted Proposals and any subsequent presentations, subject to successful negotiations. The County is seeking Proposals that maintain a high level of customer service while maximizing recycling, efficiency, and cost effectiveness.

#### **C. NON-MANDATORY PRE-PROPOSAL MEETING**

A non-mandatory Pre-Proposal Meeting will be held at 9:30AM EST on Tuesday, July 18, 2023, at the SJC Public Works Building located at 2750 Industry Center Road, in the PW Training Room. The purpose of the Pre-Proposal Meeting is to discuss the requirements of this RFP, and address any questions from attending Respondents. Attendance at the Pre-Proposal Meeting is not required, but is strongly recommended by the County.

#### **D. SUBMITTAL DEADLINE & LOCATION**

Proposals submitted in response to this RFP must be delivered to and received by the SJC Purchasing Division by or before four o’clock (4:00PM EST) on Thursday, August 10, 2023. Any Proposals received by the SJC Purchasing Division after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

Proposals must be submitted to:

St. Johns County Purchasing Division  
500 San Sebastian View  
St. Augustine, FL 32084

The County is not responsible for Proposals that are incorrectly labeled, addressed, mailed, or otherwise delivered to the wrong location.

#### **E. DESIGNATED POINT OF CONTACT**

Any and all questions or requests for information relating to this RFP must be directed, *in writing*, to the following Designated Point of Contact provided below:

**Designated Point of Contact:** Sherrie Ashby, Procurement Coordinator  
SJC Purchasing Division  
500 San Sebastian View  
St. Augustine, FL 32084  
Email: [sashby@sjcfl.us](mailto:sashby@sjcfl.us)

In the event the Designated Point of Contact is unavailable for three (3) or more business days, Respondents may contact Jaime Locklear, Asst. Director, Purchasing & Contracts, at [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us).

#### **F. LOBBYING PROHIBITION**

In accordance with Section 9 of the Policy, Respondents SHALL NOT contact any member of the Board of County Commissioners of St. Johns County, or any member of County Staff, except the above referenced Designated Point of

Contact, or backup Contact, with regard to this RFP. Any such communication is a violation of the Policy and shall be grounds for disqualification, and removal from further consideration for award of a contract under this RFP.

**G. SUBMITTAL OF QUESTIONS/INQUIRIES**

Any and all questions and/or inquiries related to this RFP, shall be directed, in writing, to the Designated Point of Contact as provided above, by or before four o'clock (4:00PM) EST on Thursday, July 27, 2023. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the submittal deadline for Proposals in order to clarify or answer questions as necessary to serve the best interest of the County.

**H. TENTATIVE SCHEDULE OF EVENTS**

The County proposes the tentative schedule of events below for this RFP. The dates provided may change at the discretion of the County. If any modifications impact the schedule of this RFP, through and until the Submittal Deadline for Proposals, the County will issue an Addendum.

Broadcast of RFP	July 10, 2023
Non-Mandatory Pre-Proposal Meeting	July 18, 2023
Deadline for Questions	July 27, 2023
Proposal Submittal Deadline	August 10, 2023
Evaluation of Submitted Proposals	August 24, 2023
Shortlisted Presentations/Evaluation Meeting (if applicable)	September 1, 2023
Negotiations	September – October 2023
Board of County Commissioners Meeting	November 21, 2023

**I. ADDENDA**

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on [www.demandstar.com](http://www.demandstar.com). Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date shall be for material, necessary clarifications to the Request for Proposal.

Each Respondent must acknowledge and incorporate any and all changes, revisions, and information provided in all issued Addenda, by completing and submitting Attachment E. Any and all issued Addenda must be included with all copies of each Respondent’s submitted Proposal. Failure to submit an Acknowledgement of Addendum Form (Attachment E) with the submitted Proposal may result in the Respondent being deemed non-responsive, and being removed from consideration for award. After the Submittal Deadline for Proposals, the County reserves the right to request from any Respondent, a signed Attachment E, or copies of any missing addenda, if the content of the Addenda is not material to the merit of the submitted Proposal.

**J. EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with federal, state and local law, the Respondent shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Respondent shall be required to comply with all aspects of the Americans with Disabilities Act (“ADA”) during the performance of the required Services. Attachment “G”

**K. SOLICITATION POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, this RFP, at any time, for any reason, in order to best serve the interests of St. Johns County.

**L. RIGHT TO REJECT/ACCEPT**

The County reserves the right to accept or reject any or all Proposals, waive minor formalities and irregularities, and to award to the Respondent(s) that best serves the interest of St. Johns County.

**M. LOCAL PREFERENCE**

While Section 16.3.1 of the Policy does include a Local Preference Policy, the Agreement(s) awarded as a result of this solicitation may include services funded through State and/or Federal Resources, which prohibits the use of local preference in consideration for award, as provided in 2 CFR 200.319 and 200.320.

**N. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY AND ASSOCIATED PROCEDURES**

All requirements of the St. Johns County Purchasing Policy (“Policy”) and associated procedures are incorporated into this RFP Document by reference, and are fully binding upon Respondents. Respondents are required to submit their Proposals, and to conduct their activities during this process in accordance with the Policy and associated procedures. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Policy and associated procedures.

**O. SUB-CONTRACTORS**

If an awarded Contractor elects to sub-contract with any Supplier or individual, for any portion of the Services, the Contractor shall be responsible for all Services performed by any Sub-contractor and the Contractor shall not be relieved of any obligations under the awarded Contract. **Attachment “S”**

Each Respondent must include in the submitted Proposal, all Sub-contractors proposed by the Respondent to perform any portion of the required Services specified herein. The Respondent must describe the Services to be performed by each proposed Sub-contractor, and the Sub-contractor’s qualifications, capabilities and experience related to performing such services.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contractors to ensure, to the County’s satisfaction, that the proposed Sub-contractors are qualified, capable and approved to perform the work for which they are proposed by the Respondent.

Prior to the award of a contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or entity proposed as a Sub-contractor. The Respondent then may, at his option, withdraw the submitted Proposal, or submit an acceptable substitute at no change in terms of the submitted Proposal. If the Respondent fails to submit an acceptable substitute within seven (7) calendar days of the original notification, the County then may disqualify the Respondent, at no cost to the County. The County reserves the right to disqualify any Respondent, Consultant, Contractor, Sub-Contractor, or Supplier due to previously documented project problems, either with performance or quality.

Sub-contractors proposed by the Respondent to perform any portion of the required services, and accepted by the County, shall only perform the work for which they are proposed, and shall not be changed except with the written approval of the County.

**P. SOCIOECONOMIC BUSINESS ENTERPRISE**

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in federally assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federally assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federally assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federally assisted contract; and

• To assist the development of firms that can compete successfully in the market place outside the DBE Program. If the firm is not a DBE/MBE/WBE firm the firm entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE sub-consultants and/or sub-contractors OR
2. If unable to utilize DBE/MBE/WBE certified sub-consultants and/or sub-contractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE sub-consultants or sub-contractors.

State of Florida resources:

Career Source - <http://www.careersourcenortheastflorida.com/>

DEO Disaster Recovery - <https://disasterrecovery.employflorida.com/vosnet/Default.aspx>

#### **Q. SUSPENSION AND DEBARMENT**

1. The intended contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). **Attachment "J"**
2. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."
5. The Consultant must be registered at [www.SAM.gov](http://www.SAM.gov); the registration must verify that the Consultant has no active exclusions.

#### **R. FORCE MAJEURE**

If awarded a Contract on the basis of the submitted Proposal, Respondent pledges to perform the specified Services barring any delays due to force majeure events which are not reasonably foreseeable and are beyond the control of both the awarded Contractor and the County, as defined in the Agreement.

#### **S. E-VERIFY**

As a condition precedent to entering into an Agreement, and in accordance with Section 448.095, Florida Statutes, awarded Contractor(s) and all sub-contractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021. Attachment "F"

1. Contractor shall require each of its sub-contractors to provide Contractor with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the awarded Contract.
2. The County, Contractor, or any sub-contractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
3. The County, upon good faith belief that a sub-contractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the sub-contractor.

4. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with Section 448.095(2)(d), Florida Statutes.
5. Contractor acknowledges that, in the event that the County terminates the awarded contract for Contractor's breach of these provision regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Agreement for breach of these provisions regarding employment eligibility.

**PART II: SCOPE OF SERVICES**

**A. SCOPE OF SERVICES**

The Scope of Services ("Services") requires the awarded Contractor(s) to furnish all vehicles, equipment, labor, materials, supplies, licensing, transportation, and any other requirements necessary to perform Residential Solid Waste, Recycling and Yard Waste Collection Services as specified herein and in accordance with the Agreement.

**B. GEOGRAPHIC AND POPULATION DATA**

To familiarize Respondents with relevant information regarding current residential collection services, this section provides a summary of current collection operations and recent data. This data is provided for informational purposes only. The County makes no guarantee as to the accuracy of this information.

The table below provides the 2021 population estimates from the University of Florida Bureau of Economics and Business Research, for unincorporated St. Johns County.

Geographic Area	2021 Population
Unincorporated St. Johns County	263,666

Recent countywide population projections from the University of Florida Bureau of Economics and Business Research:

Year	Projected St. Johns County Population
2025	324,837
2030	366,381
2035	400,150

The unincorporated areas of the County are divided into two (2) Service Areas: Service Area 1 (North) and Service Area 2 (South). Legal descriptions and a map are attached hereto as **Exhibit 1**.

The Contractor(s) shall perform the specified Services for those properties that are (a) identified as "Residence" or "Residential" in St. Johns County Solid Waste Ordinance 17-39 and (b) located with the identified Service Area for which the Contractor has been awarded. These properties include single family Residential Properties and Multi-Family Dwellings (i.e. duplex, triplex, and quadraplex buildings) that have been identified by the County for receiving the Services.

The County estimates that the total number of Residential Properties in the Services areas as of October 2022 are approximately:

	Service Area 1 (North)	Service Area 2 (South)
Total Residential Properties	68,410	34,670

The County is experiencing average annual growth of approximately 5% or 3,600 new Residential Properties per year. The historical information for Residential Properties over the past five (5) years is attached hereto as **Exhibit 2**.

**C. HISTORICAL TONNAGE**

The table below identifies the amount (tonnage) of material collected within each Service Area during Fiscal Year 2022 (October 1, 2021 – September 30, 2022). The historical information for tonnage collected in each Service Area during the last five (5) years is attached hereto as **Exhibit 2**.

<b>Material</b>	<b>FY2022 Total Tonnage</b>	<b>Service Area 1 (North)</b>	<b>Service Area 2 (South)</b>
Solid Waste	90,885	62,051	28,834
Recycling	24,228	16,975	7,253
Yard Waste	24,808	17,365	7,443

**D. EXISTING COLLECTION FRANCHISE AGREEMENTS**

The County’s current Franchise Agreements are attached hereto as **Exhibit 9**.

**E. TWO OPTIONS FOR COLLECTION SERVICES**

The County is evaluating two (2) different options for providing Collection Services to the County’s Residential Customers.

1. Option 1 – The Contractor shall perform the Services with Garbage **CANS** and Recycling **CARTS**.
2. Option 2 – The Contractor shall perform the Services with Garbage **CARTS** and Recycling **CARTS**.

The County shall determine the option for Services which serves the best interest of the County. The selected option will apply to both Service Areas.

Some of the key requirements for Option 1 and Option 2 are summarized below:

**1. Option 1: Unlimited Collection with Garbage Cans & Recycling Carts**

- The Contractor shall collect all Garbage, Rubbish, Recyclable Material, Yard Waste, and Bulky Waste (including White Goods) that is placed at the Curbside.
- Garbage and Rubbish will be collected once per week in Garbage Cans and Plastic Bags. No Garbage Can or Plastic Bag may exceed 32 gallons or 50 pounds. Garbage Cans and Plastic Bags will be provided by the Residents.
- Recyclable Material will be collected once per week, in a “single stream”, using the existing Recycling Carts. The Contractor will repair and replace the existing Recycling Carts, as necessary. New Recycling Carts shall be provided by the Contractor when needed for New Customers and when replacing existing carts.
- Yard Waste will be collected once per week. Leaves, grass clippings, twigs, and small pieces of Yard Waste must be bagged, bundled, tied, or stacked in piles, or placed in Garbage Cans and Plastic Bags that are no larger than 32 gallons or 50 pounds. Branches, shrubs, and stumps less than six feet (6’) in length and 50 pounds shall be collected. Palm fronds shall also be collected. The Contractor shall not collect Land Clearing Debris.
- Bulky Waste shall be collected weekly.
- White Goods shall be collected weekly, on an “on call” basis, by appointment with the Contractor.

**2. Option 2: Limited Collection with Garbage Carts and Recycling Carts**

- Garbage and Rubbish will be collected once per week in Garbage Carts. The Contractor shall provide a new Garbage Cart to each Residential Customer before the Commencement Date. Thereafter, the Contractor shall provide a new Garbage Cart for each New Customer. The Contractor will repair and



replace Garbage Carts, as necessary.

- For the first 30 days after the Commencement Date, the Contractor shall collect Garbage and Rubbish that is placed at the Curbside in Garbage Carts, Garbage Cans and/or Plastic Bags. Thereafter, the Contractor shall collect Garbage and Rubbish that are placed at the Curbside in Garbage Carts only.
- Recyclable Material will be collected once per week, in a “single stream”, using the existing Recycling Carts. The Contractor will repair and replace the existing Recycling Carts, as necessary. New Recycling Carts shall be provided by the Contractor when needed for New Customers and when replacing existing Carts.
- Yard Waste will be collected once per week, with a maximum of two (2) cubic yards of Yard Waste to be collected on any single Operating Day. Leaves, grass clippings, twigs, and small pieces of Yard Waste shall be bagged, bundled, tied or stacked in piles, or placed in Garbage Cans and Plastic Bags that are no larger than 32 gallons or 50 pounds. Branches, shrubs, and stumps less than six feet (6’) in length or 50 pounds shall be collected. Palm fronds shall also be collected. The Contractor shall not collect Land Clearing Debris.
- Bulky Waste (other than White Goods) shall be collected weekly, on an “on call” basis, with no more than two (2) items of Bulky Waste being collected from any Customer each week.
- White goods shall be collected weekly, on an “on call” basis, with no more than two (2) White Goods being collected from any Customer each week. The two (2) White Goods are in addition to the two (2) items of Bulky Waste that must be collected (i.e. maximum of four (4) items per week per Customer).

**F. UNIVERSAL SERVICE REQUIREMENTS**

The following sections of this RFP, Part II, Sections G through W, summarize some of the Service requirements that apply to both Options for Services. Respondents are responsible for reviewing the Agreement to familiarize themselves with all requirements and responsibilities for which they will be obligated upon award.

**G. PAYMENT OF TIPPING FEES**

Subject to the limitations of the Agreement, the Contractor(s) will not be required to pay Tipping Fees for the disposal of Residential Waste collected in accordance with the Agreement. Contractor(s) will be responsible for all processing, disposal, and marketing costs for Source Separated Recyclables and Yard Debris collected from Residential Properties under the Agreement.

**H. SIDE DOOR SERVICE FOR RESIDENTS WITH PHYSICAL DISABILITY**

If the Contractor is notified by the Public Works Director, or designee, that a Customer is physically unable to place their Garbage, Rubbish, or Recyclable Material at the Curbside, the Contractor shall collect the Customer’s Garbage, Rubbish, and Recyclable Material at a location that is more accessible for the Customer. In such cases, the Contractor shall be paid its standard Rate for Residential Collection Services, and shall not collect any additional fee for providing Side Door Services to a disabled Customer. The Customers who are currently identified as physically disabled, requiring Side Door Service are provided in the table below:

	<b>Service Area 1 (North)</b>	<b>Service Area 2 (South)</b>
Customers receiving Side Door Service	2	55

**I. SUPPLEMENTAL COLLECTION SERVICES FOR THE COUNTY**

Contractor(s) shall provide Supplemental Collection Services on a temporary basis, upon request from the County for such services, provided the Contractor and County can come to an agreement on the Rates for such services. Such Services may include, but are not limited to: (a) providing Collection Services outside the Contractor’s awarded Service Area; (b) transporting Roll-Off Containers from the County’s transfer station to a Designated Facility; or (c) collecting and transporting storm debris.

**J. SUPPLEMENTAL COLLECTION SERVICES FOR INDIVIDUALS**

Contractor(s) may provide Supplemental Collection Services to any Customer who requests such services. The Customer and the Contractor must negotiate the price that will be paid for such services, and they must sign a written contract before the Contractor provides Supplemental Collection Services. The Contractor shall be solely responsible for billing and collecting its Rates for Supplemental Collection Services. The Customer receiving the Supplemental Collection Services shall be solely responsible for paying the Contractor’s Rates. The County shall not be a party to, not shall it in any way be obligated and/or responsible for any Supplemental Collection Services performing under a separate contract between a Customer and the Contractor.

**K. SUPPLEMENTAL COLLECTION SERVICES FOR COMMUNITIES**

Contractor(s) may provide Supplemental Collection Services to a community with an established Homeowner’s Association, a municipal service district, or other entity responsible for the financial obligations of the community (collectively, a “Community”) if the Community requests Supplemental Collection Services. The Community and the Contractor must negotiate the price that will be paid for such services, and they must sign a written contract before the Contractor provides Supplemental Collection Services.

Currently, there are 1,403 Residential Properties in Service Area 1 (North) that receive Supplemental Collection Services under separate contract with the current Contractor. The County is unaware of any similar contracts for Supplemental Collection Services in Service Area 2 (South).

**L. FRANCHISE FEES**

Contractor(s) shall pay Franchise Fees to the County in accordance with the Agreement. The Franchise Fee shall be equal to five percent (5%) of the Contractor’s Gross Revenues. Gross Revenues shall include the amounts that the Contractor bills to individuals and Communities for Supplemental Collection Services. Gross Revenues shall also include the amounts the Contractor bills for additional Garbage Carts or Recycling Carts to Customers who use two (2) or more carts. However, Gross Revenues shall not include the amounts billed to the County for Residential Collection Services or Supplemental Collection Services for the County.

**M. COLLECTION OF CARDBOARD and SINGLE STREAM AT COUNTY TRANSFER STATION**

Contractor(s) must collect and transport source-separated cardboard materials from the County Transfer Stations located in each Service Area (i.e. the Contractor shall only collect and transport from the transfer station located in the Service Area its awarded). The level of service and frequency of Collection are provided in the table below:

Transfer Station	Container Size	Number of Containers	Frequency of Collection
Service Area 1 (Stratton Rd Transfer Station)	8 cubic yards	3	3x per week
Service Area 2 (Tillman Ridge Transfer Station)	8 cubic yards	3	3x per week

**N. PUBLIC NOTIFICATIONS AND COMMUNITY EVENTS**

Contractor(s) shall assist the County with its efforts to inform the public about the goals and objectives of the County’s Solid Waste Management Program. Twice each calendar year, Contractor(s) shall provide each Customer with informational, promotional, and educational materials concerning the waste management programs and services offered by the County and Contractor(s). These informational services shall be in addition to the Contractor(s) initial notification to the public about the Contractor(s) schedules.

Contractor(s) shall notify the public if it needs to make a temporary change in its approved Routes or schedules for Collection Service as a result of the annual Player’s Championship golf tournament in Ponte Vedra Beach, or any other event as approved by the Director, or designee.

Contractor(s) shall provide up to four (4) Roll-Off Containers (40 cubic yards each) for each Community Event designated by the County. The County may designate up to six (6) Community Events each Operating Year.

**O. ADDITIONAL STAFFING AND EQUIPMENT FOR YARD WASTE IN SPRING SEASON**

Under Option 1, Contractor(s) must provide additional staffing and equipment to manage the increased volumes of Yard Waste that is Set Out for Collection each year in March and April. The cost for such additional staffing and equipment must be included in the Rates for Collection of Yard Waste. The County will not pay any additional surcharge or fee for these services.

The table below shows: (a) the average amount tonnage of Yard Waste collected in March and April for each of the last five (5) years; (b) the average amount of Yard Waste collected during the remainder of the year for each of the last five (5) years; and (c) the percentage increase for March and April.

	FY18	FY19	FY20	FY21	FY22
Average per month in March and April	2,835.97	2,779.62	3,628.94	3,441.99	3,090.29
Average per month for remainder of year	1,920.54	1,912.19	2,092.57	1,967.85	1,862.73
% increase in March and April	48%	45%	73%	75%	66%

Monthly data for the Collection of Yard Waste over the last five (5) years is attached hereto in **Exhibit 2**.

**P. TEMPORARY SUPPORT FOR COUNTY’S CUSTOMER SERVICE CENTER**

Contractor(s) shall assign a Customer Service Representative to work at the County’s offices on the Commencement Date for a period of one (1) month to assist with Customer inquiries and complaints. The County reserves the right to extend this timeframe of assistance by the Contractor’s Customer Service Representative if the County continues to require assistance beyond the first Operating Month. Additionally, if at any time throughout the duration of the Agreement, after the first Operating Month, the County requires assistance from Contractor(s) Customer Service Representative(s), the Director, or designee, shall notify the Contractor(s), and Contractor(s) shall assign a Customer Service Representative to assist the County, either at the County’s offices, or as determined by the County and Contractor to best serve the needs of the County.

**Q. DESIGNATED FACILITIES**

All Residential Waste collected under the Agreement shall be delivered to the County’s Designated Facilities. The County’s Designated Facilities are specifically provided for in Section 21 of the Agreement.

**R. LOCAL OFFICE**

Contractor(s) shall maintain a local Customer Service Office in St. Johns County, to allow accessibility for Customers who desire in person service from the Contractor(s). The local Customer Service Office must be open and fully operational prior to the Commencement Date. Contractor(s) must provide location and contact information for the Customer Service Office to Customers within the promotional and educational materials generated by the Contractor(s).

**S. EQUIPMENT AND VEHICLES**

Contractor(s) shall prepare and follow a Collection Plan, which shall specify the number and types of Collection Vehicles the Contractor will use when providing Services to the County. The Collection Plan shall include the use of all the Vehicles and personnel the Contractor promises to commit to the County.

At least seventy-five percent (75%) of the Contractor’s fleet of Collection Vehicles (i.e. front-line and reserve/spare vehicles) shall be brand new on the Commencement Date. None of the Collection Vehicles shall be more than three (3) years old on the Commencement Date. None of the Collection vehicles shall be more than ten (10) years old at any time during the term of the Agreement.

Contractor(s) must use Labrie Expert drop frame, side loading vehicles, or McNeilus drop frame side loading vehicles,

or an approved equivalent vehicle. All such vehicles must have a lower loading height to accommodate low tree canopies and the manual loading of materials. Additional information regarding automated garbage and recycling collection vehicles can be found at the following links: <https://www.youtube.com/watch?v=7uZoMXhsca4> and <https://labrietrucks.com/side-loaders/expert-helping-hand>.

All Collection Vehicles must be equipped with global positioning systems (GPS) that monitor and record the location of the vehicles while providing Collection Services.

All Collection Vehicles must be equipped with a 3<sup>rd</sup> Eye camera system, or an approved equivalent camera system.

#### **T. REPORTING AND RECORD KEEPING REQUIREMENTS**

Contractor(s) are responsible for the preparation, storage, and maintenance of any and all data, documents, reports, logs and other records necessary to demonstrate the Contractor's performance in compliance with the Agreement, throughout the duration of the Agreement, and for seven (7) years beyond the expiration or termination of the Agreement, unless all records are turned over to the County. Contractor's records under this Agreement must be accurate, well organized, and current at all times.

Reports to the County shall be submitted electronically, in a format that is compatible with the County's software (currently Microsoft). Hard copies of any reports must be provided upon request, or as specifically required by the Agreement.

#### **U. AVAILABILITY OF CONTRACTOR'S REPRESENTATIVES**

Contractor(s) shall fully cooperate with the County to facilitate successful performance of the Services required under the Agreement. The County shall have twenty-four (24) hour access to the Contractor's District Manager and Field Supervisor via telephone and e-mail (faxes and answering machines not acceptable).

Upon request from the Director, or designee, Contractor's District Manager shall meet with the Director within five (5) Operating Days after receiving the request.

#### **V. ACCESSIBILITY**

Contractor(s) shall prepare, store, and maintain records in compliance with Applicable Law, including any applicable provisions of Section 504 of the Rehabilitation Act of 1973 and any applicable requirements of the Americans with Disabilities Act.

#### **W. CUSTOMER COMPLAINTS AND REQUESTS FOR SERVICE**

Contractor(s) shall establish a real-time, web-based system for tracking complaints and responding to requests for service. The Contractor's system shall be configured in a manner that allows the Director, or other County Staff to access the system from the County's computers, and thus monitor complaints and requests for service. The system must be fully operational at least thirty (30) days prior to Commencement Date.

### **PART III: PROPOSAL SUBMITTAL REQUIREMENTS & EVALUATION**

#### **A. RESPONDENT RESPONSIBILITIES**

Respondents are responsible for any and all costs associated with developing and submitting a Proposal in response to this RFP. Additionally, Respondents are solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) incurred by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All Proposals received in response to this RFP shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting a Proposal, Respondent certifies that its representatives have carefully read and fully understand all instructions in this RFP, and the requirements of the Agreement, and have full knowledge of the scope, nature, and quality of work to be performed for the County. Respondent also certifies that it is willing and able to provide the required Services as specified herein. All Proposals submitted shall be binding for a minimum of one hundred eighty (180) consecutive calendar days.

## **B. MINIMUM QUALIFICATIONS**

The following are minimum qualification requirements that Respondent must meet in order to be considered responsible to perform the work specified in this RFP. Respondent must submit sufficient documentation to clearly demonstrate that the Respondent meets or exceeds the following minimum qualification requirements:

1. Must be currently registered with the State of Florida, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)) to do business in Florida.
2. Must NOT be listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <https://www.sbafla.com/fsb/PerformanceReports.aspx>.
3. Must NOT be listed as a Convicted Vendor, Discriminatory Vendor, Suspended Vendor or Antitrust Violator Vendor by the State of Florida, Department of Management Services.
4. Must NOT be listed as an Excluded Party by the General Services Administration.
5. Must NOT be listed as a Suspended Contractor by the Florida Department of Transportation.
6. Must NOT have been convicted of a public entity crime per Section 287.133, Florida Statutes, on or after January 1, 2013.
7. Must NOT have any governmentwide exclusions in the System for Award Management (SAM.gov).
8. Must have no Conflicts of Interest in relation to this RFP.

## **C. JOINT VENTURE**

In the event that a Joint Venture wishes to submit a Proposal, all documents required by the Florida Department of Business and Professional Regulation must be filed, in accordance with Section 489.119, Florida Statutes, prior to the Submittal Deadline for Proposals stated herein, or as revised by Addendum. The documents included in the Joint Venture's Proposal must be signed by an individual that is duly empowered by a properly executed Declaration of a Joint Venture and Power of Attorney. The Joint Venture's Proposal must clearly identify the member of the Joint Venture that will be responsible for each aspect of the Services required under the awarded Agreement.

## **D. TRADE SECRETS**

To qualify any submitted information as a trade secret, or confidential, the Respondent must mark each page of the submitted Proposal or specific portion of a document as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material. For example, all trade secrets should be submitted in a separate envelope clearly marked as "trade secret." If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable public records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

## **E. PUBLIC RECORDS**

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or

materials, associated with the awarded Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

2. In accordance with Florida law, to the extent that Respondent's performance constitutes an act on behalf of the County, Respondent shall comply with all requirements of Florida's public records law. Specifically, if Respondent is expressly authorized, and acts on behalf of the County under the awarded Agreement, Respondent shall:
  - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (c) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of the awarded Agreement if the Contractor does not transfer the records to the County; and
  - (d) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Respondent transfers all public records to the County upon completion of the awarded Agreement, the Respondent shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Respondent keeps and maintains public records upon completion of this Agreement, the Respondent 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 County's information technology systems.

Failure by the Respondent to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE AWARDED RESPONDENT(S) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us).**

#### **F. USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, Respondent shall not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**Respondent shall not include the St. Johns County Seal/Logo in any part of their submitted Proposal.** Any Proposals received by the SJC Purchasing Division, which contain the County Seal/Logo may be deemed nonresponsive. The County reserves the right to request the Respondent to resubmit a Proposal with the County Seal/Logo removed, within twenty-four (24) hours of the submittal deadline provided herein, or as necessary to serve the needs of the County.

#### **G. CONFLICT OF INTEREST**

Respondent must certify that it presently has no interest and shall acquire no interest, either directly or indirectly,

which would conflict in any manner with the performance of Services as provided herein. Respondents must certify that no person having any such interest shall be employed for the performance of any of the services as specified in this RFP. Attachment "C"

Respondent must disclose any and all involvement in any St. Johns County Board of County Commissioners advisory board by any person(s) associated with their firm.

Respondent are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

Respondent must disclose any contractual or employment relationship with any County officer or employee, in the submitted Proposal. Additionally, Respondent must disclose any ownership interest by a County officer or employee, including elected officials. Failure to disclose such information shall be grounds for disqualification, termination of award, suspension or debarment.

No Respondent, nor Key Personnel of a Respondent may participate in more than one (1) Proposal submitted in response to this RFP, except as provided herein. Participation in multiple responses shall result in the disqualification and removal from consideration all Respondents involved.

#### **H. INSTRUCTIONS FOR SUBMITTING PROPOSALS**

Respondent must submit one (1) original hard copy Proposal, which shall be printed on 8 ½"x11", single-sided pages, except as otherwise provided herein, and signed by a duly authorized representative of the Respondent. Respondent must also submit one (1) exact electronic PDF copy of the original Proposal, on an unlocked USB Drive. CDs and DVDs are not an acceptable alternative to the required USB drive. The Proposal (both hard copy and USB drive) must be placed in a sealed envelope or container, labeled with the Respondent's full legal name, mailing address, and the solicitation name and title. A mailing label is provided herein to assist with this process. The County is not responsible for any Proposals that are incorrectly labeled and/or that are not delivered to the appropriate location due to incorrect packaging or labeling.

Based upon whether Respondent is submitting for both Service Areas, or one Service Area, the Proposal shall be submitted as follows:

**If submitting a Proposal to perform Services in BOTH Service Area 1 and Service Area 2:**

Respondent shall submit one (1) Proposal, including all information necessary to capture all aspects of both Option 1 and Option 2 in both Service Areas.

Additionally, if the Respondent wishes to be considered for a single Service Area (i.e. *either* Service Area 1 *or* Service Area 2, **not both**), Respondent must submit a separate Proposal for each Service Area, including all information necessary to capture all aspects of both Option 1 and Option 2 for that Service Area. These separate Proposals must be submitted in *separate envelopes/containers*, as they will be evaluated individually. Each Proposal must identify the Service Area, or that the Proposal is for both Service Areas on the outside of the container for each Proposal.

**If submitting a Proposal to perform Services in one Service Area only:**

Respondent shall submit one (1) Proposal, including all information necessary to capture all aspects of both Option 1 and Option 2 in for that Service Area. Proposal must indicate the Service Area on the outside of the container for each Proposal.

The submitted Proposal must include documentation to satisfactorily demonstrate all required information, as provided herein, and may include supplemental information, as needed, to appropriately address all component of this RFP, provided that the Proposal complies with all requirements specified herein, including any page limits. All headings, sections, and sub-sections must be appropriately identified.

**The submitted Proposal(s) must not exceed seventy-five (75) single-sided pages, and pages must be numbered.** This maximum page limit does not include the form(s) provided by the County, which must be included in the Respondent's Proposal. The submitted Proposal must include, at a minimum, the following components, including all forms and attachments provided herein, as described below:

**Section 1: Proposal Cover Page and Cover Letter**

Respondent shall complete and submit the Proposal Cover Page provided herein. Respondent must also provide a separate 1-2-page Cover Letter, which must include, but is not limited to, the following:

- Full legal company name of Respondent and a description of the type of legal entity the Respondent is (i.e. corporation, partnership, joint venture, etc.)
- Respondent's physical street address and mailing address (if different), and the address of any facility where the Respondent may perform any portion(s) of the Services;
- The contact information of the Respondent's primary point of contact information (name, phone, and email), and any secondary or supplemental point(s) of contact information;
- Names and titles of principals, partners, or owners of Respondent as applicable;

**Delegation of Authority**

Respondent must provide a signed Delegation of Authority Letter for any representative(s) signing the Proposal on behalf of the Respondent, who are not principals, owners, partners, etc., for the Respondent. The Delegation of Authority letter must state the levels of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Respondent's firm.

**Section 2: Company, Staff & Team Qualifications**

Respondent must provide documentation demonstrating its organization and to fully demonstrate the qualification of the Respondent and all Key Personnel that will be performing the Services, if awarded. At a minimum, Respondent shall provide the following information:

**Organizational Information:**

- Provide any and all applicable licenses, certifications or other credentials held by the Respondent.
- Identify the corporate entity that is submitting the Proposal and that will ultimately execute the Agreement.
- List all subsidiary/affiliate companies in the same business, the nature of the relationship, and the location of their office(s).
- Clearly identify the corporate entity that will fulfill the requirements of the Project Guarantor in accordance with the requirements set forth in this RFP. If the Project Guarantor has a relationship to the Proposer other than a parent/subsidiary relationship, then an explanation of all past and present relationships between the Proposer and its Project Guarantor must be provided.
- Provide a brief description of the company's background and history, including the number of years in business, size, services offered, strength, stability, awards, and other recognition.

**Team Information and Organizational Chart:**

- Identify all internal Key Personnel and Team Members and provide any and all applicable licenses, certifications, or other credentials, as well as a description of each individual's qualifications and capabilities. The Key Personnel must include a District/Area Manager, General Manager, Operations Manager, Field Supervisors/Route Managers, Office Manager and a Safety Manager, or individuals with similar job titles and responsibilities. The District Manager and Field Supervisors must meet the minimum qualifications specified in the Agreement.
- Identify all partners, Sub-contractors, and Suppliers who will perform any portion of the Services, along with a description of the services proposed to be performed by each partner, Sub-contractor, and Supplier, and



provide any and all applicable licenses, certifications or other credentials, as well as a description of the qualifications and capabilities for each partner, Sub-contractor and Supplier.

- Provide an organizational chart showing the hierarchy of responsibility with lines identifying the participants (both internal and external to the Respondent) who shall be responsible for major elements of the Services. **This may be on a 11"x 17" page folded to 8½"x11" size.**
- Identify any team member(s) who will have financial responsibility for the Services and describe any limitations on their liability.

### **Section 3: Related Experience**

Respondent must provide documentation to demonstrate all experience in successfully providing Residential Collection Services for other agencies, similar to those specified herein. At a minimum, Respondent shall provide the following information to demonstrate their experience:

- Provide a list of all active and expired contracts held by the Respondent since January 1, 2018, for performance of Residential Collection Services (including curbside collection of household garbage, recycling, and yard waste) for a governmental agency similar to those specified herein. The list must include: the name of agency/owner of contract, description of services (including types of collection services performed) including whether or not Respondent participated in a Transition Plan, dates of contract term, annual contract cost, current point of contact name, phone number and email address, and whether or not the contract expired or was terminated, and if terminated, whether it was for cause or convenience.

**History of Litigation and Disputes** – Respondent shall identify each case arising or pending on or after January 1, 2018 in which:

- A. a civil, criminal, administrative, bankruptcy or other proceeding was filed by or against the Respondent, and such proceeding arose from a dispute concerning the Respondent's rights, remedies, or obligations under a contract with a city, county, or other governmental entity for the collection of Solid Waste or Recyclable Material;
- B. a city, county, or other governmental entity terminated a contract with the Respondent, or the Respondent terminated a contract with a city, county, or other governmental entity concerning the collection of Solid Waste or Recyclable Material;
- C. administrative fines, liquidated damages, or penalties were assessed against the Respondent or were deducted from the Respondent's payments, pursuant to a contract with a city, county, or other governmental entity for the collection of Solid Waste or Recyclable Material, and such fines, damages, or penalties exceeded \$10,000.00 in one month; or
- D. the Contractor paid more than \$10,000.00 to settle a dispute with a city, county, or other governmental entity concerning the Respondent's performance under a contract for the Collection of Solid Waste or Recyclable Material.

For each case identified under the categories A-D above, Respondent must: (1) describe the basis facts concerning the case; (2) provide the names of the parties involved; (3) identify the amounts in dispute and the amounts paid, if any; and (4) describe the current status of the case. For the purposes of categories A-D above, a "contract" shall include all written agreements, including franchise agreements, that authorize the Respondent to collect Solid Waste or Recyclable Material.

A Respondent may be disqualified and their Proposal rejected if the Respondent provides inaccurate, incomplete or misleading information in response to the requirements of categories A-D above.

### **Section 4: Approach to Services**

Respondent must provide a written narrative detailing the Respondent's approach, resources and plan for performing the required Services in accordance with the Agreement. Respondent must clearly distinguish between the Approach to Services related to Option 1 and the Approach to Services related to Option 2, as described in Part II. E, on page 8

herein.

Respondent must provide information demonstrating that Respondent has or will obtain all resources, including employees, vehicles and equipment necessary to provide excellent services to the County and its residents in order to start work on the Commencement Date (August 1, 2024). Respondent shall also explain how it will obtain and utilize the personnel, vehicles, and equipment needed to provide the Services as specified by the County.

Respondent must, at a minimum, provide information to demonstrate the approach, resources and plan for the following aspects of the Services:

A. Routes. Please identify and describe:

1. The number of Routes that will be used to provide each type of Collection Service (i.e. Garbage, Recycling, Yard Waste, etc.);
2. The average number of homes that will be serviced on each type of Route;
3. The type of vehicle (automated side-loader, rear loader, clam shell, etc.) that will be used on each Route; and
4. The type and number of employees (i.e. driver, helpers, other staff, etc.) that will be used on each Route.

B. Employees. Please identify and describe:

1. How Respondent will obtain all necessary employees in order to start Services on Commencement Date;
2. Respondent's plan for hiring and training all employees to start Services on Commencement Date;
3. The different job categories (i.e. driver, helper, mechanic, customer service, etc.) for the employees that will be provided for the Services;
4. The number of employees that will be used for each job category; and
5. The total number of employees for all categories.

C. Vehicles. Please identify and describe:

1. How Respondent will obtain and equip all necessary vehicles in order to start Services on Commencement Date (including which vehicle and equipment must be obtained, and the methods to be used by Respondent in order to obtain all vehicles and necessary equipment);
2. The make, model, and year of each front-line vehicle and each reserve (spare) vehicle, and a total number of each, that will be used to provide Collection Services;
3. The type of fuel that will be used for each vehicle;
4. The cargo capacity of each vehicle; and
5. The total capacity of all front-line vehicles providing each type of Collection Services.

D. Customer Service. Please identify and describe:

1. Respondent's web-based system for receiving, verifying, tracking and resolving customer complaints;
2. Respondent's web-based system for handling requests for service;
3. Respondent's GPS, video-camera, and other system for monitoring services; and
4. Respondent's plan for integrating web-based systems with the County's tracking systems and thereby complementing or replacing the County's system.

E. Other Issues. Please identify and describe:

1. Anticipated locations of Respondent's local office, if known;
2. Any other information that would help the County evaluate the Respondent's plan for providing service to the County in compliance with the Agreement; and
3. Any other information that would help the County evaluate Respondent's resources for providing the Services to the County.

F. Transition Plan. Provide a preliminary Transition Plan which includes, at a minimum:

1. Overall schedule or the transition;
2. Individuals or groups of individuals who will oversee the execution of the transition plan;
3. For Option 2 – provision and delivery of Garbage Carts to Residential Customers; and
4. Describe how existing Recycling Carts will be maintained and/or replaced during the term of the Agreement.

- G. Approach to Risk and Mitigation. Describe the potential risks and vulnerabilities with the Respondent's proposed approach (i.e. equipment/vehicle lead times, staffing, ongoing support, etc.), and the methods Respondent intends to use to mitigate such risks to ensure successful performance throughout the term of the Agreement.

Respondent must clearly identify in the submitted Proposal, any terms included in the Proposal that differ from those set forth by the County in the RFP Documents, as well as any exceptions and/or requested alternate terms proposed by the Respondent.

### **Section 5: Financial Capability and Stability**

Respondent must provide documentation to demonstrate that it has the financial resources, capability, and stability to perform the required Services. At a minimum, Respondent shall provide the following:

Financial Capability: Provide documentation to demonstrate available cash or an uncommitted line/letter of credit capacity or other identifiable financial resources for the acquisition of equipment, facilities, staffing and other requirements necessary to perform the required Services.

Financial Statement and Report: Provide the most recent annual financial report/annual audit, and the most recent 10K, if appropriate. Financial reports provided must include, at a minimum, a Balance Sheet, an Income Statement, and a Statement of Cash Flow.

Notwithstanding the foregoing, audited financial statements are not required from any Respondent that is a publicly traded corporation and regulated by the U.S. Securities and Exchange Commission. Such corporations shall provide the County with a summary description of their financial resources, plus an electronic link to the most recent annual financial report that the Respondent has filed with the U.S. Securities and Exchange Commission.

Agreement Security: Respondent must demonstrate that it will ensure the performance of the Services in accordance with the requirements of this RFP and the Agreement. Respondent must submit a Proposal Bond with its Proposal. Upon award, Respondent must also provide a Parent Corporation Guaranty and an Irrevocable Letter of Credit or a Performance Bond, which shall become part of the Agreement.

- **Proposal Bond**

Respondent must complete and submit a Proposal Bond, on the form provided herein as **Attachment "Q"**, in the amount of \$50,000, with its Proposal. Respondent must also complete and submit **Attachment "R"**, Certificate as to Corporate Principal. The Proposal Bond shall remain in effect until the County executes an Agreement with the Respondent, or rejects the Respondent's Proposal. The intent of the Proposal Bond is to protect the County from any unforeseen costs caused by the Respondent's failure to execute an Agreement for the required Services, including but not limited to the following circumstances:

- Respondent withdraws its Proposal after the submittal deadline for Proposals; or
- Respondent fails to execute an Agreement within the timeframe permitted; or
- Respondent fails to satisfy the conditions precedent to the execution of the Agreement, including but not limited to the submittal of a Parent Corporation Guaranty, Irrevocable Letter of Credit, Performance Bond, Insurance Certificates, or any other material conditions.

In such circumstances, the entire Proposal Bond shall be forfeited by the Respondent, and it shall be paid to the County.

- **Certificates of Insurance**

Respondent shall demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or shall provide a certification from a qualified insurance provider stating the Respondent is capable of obtaining the required coverages upon award. The insurance policies shall be issued by a company approved to do business under the laws of the State of Florida, with minimum Financial Stability Ratings of "A" or better and a Financial Category Size of "VIII" or better in the most recent edition of the A.M Best Insurance

Guide. If the insurance is not currently in place, the letter must certify that the coverages can be acquired and effective upon Respondent's receipt of a Notice of Award.

- **Parent Corporation Guaranty**

The awarded Contractor(s) will be required to provide a Parent Corporation Guaranty as a condition precedent to the execution of the Agreement. The Respondent's parent corporation (Guarantor) will be required to guarantee the County that the Guarantor will satisfy all requirements and obligations in the Agreement if the Respondent fails to perform.

- **Commitment for Irrevocable Letter of Credit or Performance Bond**

Respondent must provide with the submitted Proposal, a letter of commitment from a State of Florida licensed bonding company. The letter must confirm that the bonding company will provide a Performance Bond to the County in the amount of One Million Dollars (\$1,000,000), in compliance with the Agreement. The letter of commitment must be issued by a bonding company that: (a) is licensed to transact business in the State of Florida; (b) has a resident agent in the State of Florida; (c) is rated "A" or better as to management and "FSC X" or better as to strength in the most recent edition of the A.M. Best Insurance Guide; (d) is listed in the U.S. Treasury Department's list of acceptable sureties for federal bonds; and (e) has been in business and has a record of successful and continuous operation for at least five (5) years.

As an alternative to the Performance Bond, Respondent may submit a letter of commitment for an Irrevocable Letter of Credit, in lieu of a Performance Bond, in the amount of One Million Dollars (\$1,000,000). The Irrevocable Letter of Credit shall be in substantially the same form as attached hereto in **Exhibit 6**.

For the purposes of the Proposal, Respondent must only submit a letter of commitment with its Proposal, stating whether the commitment is for a Performance Bond or an Irrevocable Letter of Credit. Neither the actual Performance Bond, nor the Irrevocable Letter of Credit are required to be included with the Proposal. However, the Performance Bond or Irrevocable Letter of Credit must be delivered to the County within ten (10) days of receipt of Notice of Award. The County shall have the right to draw on the Irrevocable Letter of Credit or Performance Bond, as applicable, to pay for, or for reimbursement of, the costs incurred by the County caused by the Contractor's failure to provide Residential Collection Services in compliance with the Agreement.

### **Section 6: DBE/SBE/MBE/WBE Certification**

Respondent shall provide documentation of a current DBE/MBE/WBE/SBE certification (if applicable). This section has an evaluation value of five (5) points. Respondents will receive the maximum score of five (5) points if they provide a current DBE/MBE/WBE/SBE certification, a score of zero (0) points if they do not have any certification(s), and a score of two and one half (2.5) points for Sub-contractor's MBE/WBE/DBE certification.

MBE/WBE/VBE Certificates must be issued by the State of Florida Office of Supplier Diversity, under the Department of Management Services.

DBE/SBE Certificates must be issued by the Florida Department of Transportation, Office of Equal Opportunity, or a joint program accepted by FDOT Office of Equal Opportunity.

### **Section 7: Proposed Pricing**

Respondent must include in each Proposal, a completed Proposed Pricing form for performance of the Services, in the respective Service Area(s), for which the Respondent is submitting a Proposal, in accordance with Part III. H., on page 15, for both Option 1 and Option 2 (i.e. one Pricing Proposal for Option 1 and one Pricing Proposal for Option 2 for each Service Area **or** for both Service Areas). Respondent must include a price for all components of the Pricing Proposal for each Option. The Pricing Proposal forms are provided herein as **Attachments "L" through "O"**. Additionally, Respondent must include in each Proposal, a completed **Attachment "P"** for Supplemental Pricing.

### **Section 8: Administrative Information**

Respondents shall submit the completed County Attachments, as provided herein, except those Attachments which

are stated as being required in other sections.

**I. DETERMINATION OF RESPONSIVENESS**

The Purchasing Division shall review each submitted Proposal to determine whether or not it is responsive to the requirements of this RFP, and whether or not Respondent is responsible to perform the Services. Any Respondent who is deemed non-responsive and any Proposal deemed non-responsive to the requirements of the RFP Documents shall be disqualified and removed from consideration prior to the evaluation. Only those responsive Proposals from responsible Respondents shall be forwarded to the Evaluation Committee for review.

The County reserves the right to waive any minor formality or irregularity in any submitted Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality. The County further reserves the right to reject a Proposal if the County concludes the Respondent is not responsible to perform the Services, or otherwise fails to satisfy the County’s minimum criteria.

The County may, at any time, conduct any investigations it deems necessary to evaluate the Proposals. Each Respondent shall promptly provide the County with any additional information reasonably requested by the County. The County shall have the right to make additional inquiries, interview some or all of the Respondents, visit the facilities of one or more of the Respondents, or take any other action the County deems necessary to fairly evaluate a Proposal. The County reserves the right to remove any Respondent from further consideration, if a site visit or other inquiry uncovers information, circumstances or situations that are illegal, unsafe, noncompliant with regulatory requirements, or otherwise present a situation that is not in the best interest of the County to continue.

**J. EVALUATION OF PROPOSALS**

All responsive Proposals will be evaluated by an Evaluation Committee of no less than five (5) individuals as determined by the SJC Purchasing Division. Evaluators will review and score the submitted, responsive Proposals, individually, with no interaction or communication with any other individual. Scores and rankings will be summarized at a Public Evaluation Meeting.

Evaluators may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending firms for consideration of the St. Johns County Board of County Commissioners.

**K. EVALUATION CRITERIA AND SCORING**

The Evaluators will review and core the submitted Proposals in accordance with the scoring criteria established below:

<u>Evaluation Criteria:</u>	<u>Total Possible Points per Evaluator:</u>
A. Company, Staff and Team Qualifications	20
B. Related Experience	40
C. Approach to Services	40
D. Financial Capability and Stability	20
E. Proposed Pricing	40
F. DBE/SBE/MBE/WBE Certification	05
<b>Total Points Possible:</b>	<b>165</b>
G. Shortlisted Presentations/Interviews (if applicable)	20

**L. EVALUATION OF PRICING**

The proposed Pricing submitted by each Respondent shall be scored by the SJC Purchasing Division, in accordance with the formula provided below for each Option in each Service Area. The score assigned for Pricing, out of 40 points, will be multiplied by the number of Evaluators, five (5), to determine a total score for Pricing, out of a possible 200 available points, to ensure that Pricing receives the same consideration as the remaining criteria.

The Total Monthly Cost per Residential Property form shall be used to score this criterion as shown in the sample table below:

Respondent	Total Monthly Cost per Residential Property	Percentage	By	Weight	Equals	Score:
A	\$20.00	100	X	40	=	40
B	\$35.00	57	X	40	=	22.9
C	\$40.00	50	X	40	=	20

The Pricing will be evaluated by Service Area and by Option (i.e. Total Monthly Cost per Residential Property for Service Area 1 and Option 1) for those Proposals submitted for a single Service Area.

**M. EVALUATION OF SOCIOECONOMIC BUSINESS ENTERPRISE**

The DBE/SBE/MBE/WBE Certification submitted by each Respondent shall be scored by the SJC Purchasing Division, in accordance with the following: Respondents will receive the maximum score of five (5) points if they provide a current DBE/MBE/WBE/SBE certification, a score of zero (0) points if they do not have any certification(s), and a score of two and one half (2.5) points for Sub-contractor’s MBE/WBE/DBE certification. The score assigned for this criterion will be multiplied by the number of Evaluators, five (5), to determine a total score for Socioeconomic Business Enterprise, out of a possible 25 available points, to ensure the Socioeconomic Business Enterprise criterion is weighted equitably with the remaining criteria.

**N. EVALUATION GROUPS**

The Proposals will be separated into three (3) groups for evaluation:

1. Group 1 – Proposals for both Service Areas;
2. Group 2 – Proposals for Service Area 1 only;
3. Group 3 – Proposals for Service Area 2 only;

**O. SHORTLISTED PRESENTATIONS**

In the event the Evaluation Committee determines that oral presentations or interviews from a shortlist of Respondents is necessary in order to make a recommendation for award, such determination shall be communicated to those shortlisted Respondents determined by the Evaluation Committee with details as to the requirements for the oral presentations. The Evaluation Committee is not obligated to conduct oral presentations or interviews. The shortlist, if elected, will be determined using all three (3) evaluation groups, as provided above, and may include one (1) or more Respondent from each of those evaluation groups. The oral presentations will be scored by the Evaluation Committee, and the scores for the presentations will be added to the scores for Proposals, to determine a Total Score for each Respondent. Scores for presentations will be announced at a subsequent Public Evaluation Meeting, in accordance with Florida Sunshine Law.

**P. FACILITY SITE VISITS**

If determined by the County to be necessary in order to consider a Respondent for award, the County may conduct a facility site visit of the Respondent’s facility, and/or facilities of any external partners, sub-contractors, or suppliers proposed by the Respondent to perform any aspect of the required Services.

The County reserves the right to remove any Respondent from further consideration, if the facility site visit(s) uncover information, circumstances or situations that are illegal, unsafe, noncompliant with regulatory requirements, or otherwise present a situation that is not in the best interest of the County to continue.

**Q. BEST AND FINAL OFFER (BAFO)**

The County reserves the right to award Agreements to the Respondent(s) who serve the best interest of the County, and may, at its sole and absolute discretion, award such Agreements without any negotiations or discussion. The County, however, reserves the right to negotiate with the top ranked firm, for either Option 1 or Option 2, in either or both Service Areas, as best serves the interest of the County.

However, the County may, at its sole discretion, request a Best and Final Offer (“BAFO”) from one or more Respondents, if additional information or modified Proposals are necessary for the County to complete its consideration. The information received from the BAFO, if requested, will be used by the County in consideration of the Respondent that presents the Best Value to the County.

#### **N. NEGOTIATIONS AND AWARD**

It is the intent of the County to enter into negotiations with the selected Respondent who presents the Best Value to the County, for each Service Area, upon consideration of the Pricing Proposals, or subsequent BAFO, if applicable, provided no documentable justification is provided that would prohibit the County from proceeding with the selected Respondents. If the County and the selected Respondent are able to reach an agreement over terms and conditions, requirements and scope for the required Services, an Agreement will be executed. If the County and selected Respondent are unable to reach an agreement, the County shall cease negotiations, and initiate negotiations with the next Respondent that presents the Best Value to the County, until an agreement can be reached, or it is determined to be in the County’s best interest to forego additional negotiations.

The negotiated Agreements will be presented to the Board of County Commissioners for approval.

#### **O. LIMITATIONS ON RESPONDENT’S RIGHTS**

By submitting a Proposal, each Respondent acknowledges and agrees that: (a) the submittal of a Proposal constitutes a binding offer by the Respondent and the offer shall not be withdrawn for at least one hundred eighty (180) consecutive calendar days after the submittal deadline for Proposals, as provided herein, or subsequently revised by Addendum; (b) no enforceable contract will arise between the County and the Respondent unless an Agreement is signed by authorized representatives of both parties (the County, and the awarded Respondent); (c) no action will lie against the County to compel the County to execute an Agreement or any other contract at any time; (d) the County is not obligated to award an Agreement to the Respondent that offers the lowest prices to the County; (e) the County shall be the sole judge of the procedure used to select the best Proposal, and the determination of which Proposal is most advantageous to or in the best interests of the County; (f) the Board of County Commissioners is not obligated to accept the recommendations of the Evaluation Committee; (g) the Respondent waives any and all claims it may have for damages, lost profits, costs, expenses, attorneys’ fees, or other injuries if the County decides the County will not sign an Agreement with the Respondent; and (h) any award of an Agreement shall be contingent upon availability of lawfully appropriated funds for this purpose.

#### **P. PROTEST PROCEDURES**

Any actual Respondent who is aggrieved in connection with the Notice of Intent to Award (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. Protestor shall submit the Protest in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM EST on the fifth business day following the date of the posting of the Notice of Intent to Award.

### **PART IV: CONTRACT REQUIREMENTS**

#### **A. EXCLUSIVE FRANCHISE AGREEMENTS**

In the event that an Agreement is attached to the RFP, such attached Agreement is for discussion purposes only, and not necessarily reflective of any Agreement that may be ultimately entered into by the County. In the event that an Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner’s preference/selection of any Proposal does not constitute an award of an Agreement with the County. It is further expressly understood that no contractual relationship exists with the County until an Agreement has been executed by both the County and the awarded Respondents. The County reserves the right to delete, add to, or modify one or more components of the awarded Respondent’s Proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

The initial term of the Franchise Agreements shall be for a period of seven (7) calendar years beginning on the

Commencement Date of August 1, 2024, unless otherwise determined by the County.

**B. CONTRACT PERFORMANCE**

At any point in time during the term of the Agreement with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, services and organization as prescribed herein. The County may place said Contract on probationary status and implement termination procedures if the County determines that Contractor no longer possesses the financial support, services and organization which would have been necessary during the RFP evaluation period in order to demonstrate appropriate capability to perform the required services.

**D. GOVERNING LAWS & REGULATIONS**

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under the awarded Agreement. The Agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

**E. LICENSES, PERMITS & CERTIFICATIONS**

The Contractor shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the awarded Agreement. The Contractor shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Contractor, for any lapse in licenses, permits, or certifications required for any portion of the work.

**PART V: ATTACHMENTS**

Respondent must complete and submit all the Attachments attached hereto with the Proposal, in the sections specified above. Where required, Attachments must be signed by an authorized representative of the Respondent, and must be notarized, in order for them to be considered complete.

- Attachment "A" - Affidavit of Solvency
- Attachment "B" - Proposal Affidavit
- Attachment "C" - Conflict of Interest Disclosure Form
- Attachment "D" - Drug-Free Workplace Form
- Attachment "E" - Acknowledgement of Addenda
- Attachment "F" - E-Verify Affidavit
- Attachment "G" - Equal Opportunity Report Statement
- Attachment "H" - Non-Collusion Certification
- Attachment "I" - Florida Statutes, On Public Entity Crimes
- Attachment "J" - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Attachment "K" Byrd Anti-Lobbying Compliance and Certification Regarding Lobbying
- Attachment "L" Proposed Pricing Form – Service Area 1 (North) – Option 1 (Garbage Cans)
- Attachment "M" Proposed Pricing Form – Service Area 2 (South) – Option 1 (Garbage Cans)
- Attachment "N" Proposed Pricing Form – Service Area 1 (North) – Option 2 (Garbage Carts)
- Attachment "O" Proposed Pricing Form – Service Area 2 (South) – Option 2 (Garbage Carts)
- Attachment "P" Proposed Pricing – Supplemental Collection Services
- Attachment "Q" Proposal Bond
- Attachment "R" Certificate as To Corporate Principal
- Attachment "S" List of Proposed Sub-Contractors / Suppliers



**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**COVER PAGE**

SUBMIT ONE (1) HARD-COPY ORIGINAL PROPOSAL, AND ONE (1) EXACT ELECTRONIC PDF COPY OF THE SUBMITTED PROPOSAL ON AN UNLOCKED USB DRIVE (CD/DVD NOT ACCEPTABLE) IN A SEALED ENVELOPE OR CONTAINER TO:

ST. JOHNS COUNTY PURCHASING DIVISION  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE, FLORIDA 32084

**FULL LEGAL NAME OF RESPONDENT:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**POINT OF CONTACT NAME & TITLE:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**ATTACHMENT "A"  
AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF \_\_\_\_\_ (Respondent) being of lawful age and being duly sworn I, \_\_\_\_\_ (Affiant) as \_\_\_\_\_ (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Affiant), who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**ATTACHMENT "B"  
PROPOSAL AFFIDAVIT**

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, \_\_\_\_\_(Affiant) who, being duly sworn, deposes and says he/she is \_\_\_\_\_(Title) of \_\_\_\_\_(Respondent) submitting the attached proposal for the services covered by the RFP documents for **RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES.**

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

\_\_\_\_\_  
(Respondent Firm)

By \_\_\_\_\_  
(Affiant Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date of Signature

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Affiant), who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**RESPONDENTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO PROPOSAL.**

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**ATTACHMENT "C"  
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: RFP 23-32; Residential Solid Waste, Recycling, and Yard Waste Collection Services

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

---

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s):

_____	_____
Signature	Print Name/Title
_____	_____
Signature	Print Name/Title

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**ATTACHMENT "D"  
DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Proposal a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**ATTACHMENT "E"  
ACKNOWLEDGEMENT OF ADDENDA**

Respondent hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the RFP Documents. By acknowledging the Addenda listed below, Respondent hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Respondent's Proposal. Failure to acknowledge and incorporate issued Addenda may result in a Respondent being deemed non-responsive to the requirements of the RFP, and removed from further consideration.

<b>ADDENDUM NUMBER</b>	<b>DATE RECEIVED</b>	<b>PRINT NAME OF OFFEROR'S AGENT</b>	<b>TITLE OF OFFEROR'S AGENT</b>	<b>SIGNATURE OF OFFEROR'S AGENT</b>

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**ATTACHMENT "F"  
E-VERIFY AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (Affiant), being duly authorized by and on behalf of \_\_\_\_\_  
(Respondent) hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. If awarded, for the duration of Contract No. RFP No: 23-32 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Consultant shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant's breach.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Title of Affiant

\_\_\_\_\_  
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Affiant), who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**ATTACHMENT "G"  
EQUAL OPPORTUNITY REPORT STATEMENT**

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or



orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**ATTACHMENT "H"  
NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposal issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposals submitted in response to the Request for Proposal or in return for execution of a contract for performance or provision of services for which Proposal are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF FIRM/PARTNERSHIP/CORPORATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**ATTACHMENT "1"**

**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

I, \_\_\_\_\_, ("Affiant"), being duly authorized by and on behalf of \_\_\_\_\_  
\_\_\_\_\_ ("Respondent") hereby swears or affirms as follows:

1. The principal business address of Respondent is \_\_\_\_\_  
\_\_\_\_\_
2. I am duly authorized as \_\_\_\_\_ (Title) of Respondent.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after January 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to January 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name & Title of Affiant

\_\_\_\_\_  
Full Legal Name of Respondent

\_\_\_\_\_  
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Affiant, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**ATTACHMENT "J"  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS**

The Respondent certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. Must have no Active Exclusions listed in [www.SAM.gov](http://www.SAM.gov).
2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
3. Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
4. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
5. Have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFP, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**ATTACHMENT "K"**

**BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**ATTACHMENT "L"**

**PROPOSED PRICING FORM – SERVICE AREA 1 (NORTH) – OPTION 1 (GARBAGE CANS)**

Respondent shall insert the monthly rate for each of the items listed below, for performance of Services specified under Option 1 for Service Area 1 (North) herein and in the Agreement. Respondent shall insert the Total Monthly Cost per Residential Property, which shall be the sum of the preceding rates in the table below. For the purposes of this Proposal, each month shall be deemed to consist of 4.33 weeks. The rates for Residential Collection Services shall apply to each Customer that receives such service, regardless of the number of Garbage Cans and Recycling Carts used by the Customer.

Rates for Automated Source Separated Recyclables and Manual Yard Waste must include any and all costs, fees, charges, and amounts related to transportation, processing and disposal of the materials collected.

SERVICE AREA 1 (NORTH) – OPTION 1 – Residential Collection Service with Garbage Cans	
Service Item:	Monthly Rate
1. Manual Garbage and Rubbish Collection (must include costs for Bulky Waste, including White Goods)	\$
2. Manual Yard Waste Collection	\$
3. Automated Source Separated Recyclable Material (using existing carts)	\$
Total Monthly Cost per Residential Property (Sum of Items 1, 2, and 3, above)	\$

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**ATTACHMENT "M"**

**PROPOSED PRICING FORM – SERVICE AREA 2 (SOUTH) – OPTION 1 (GARBAGE CANS)**

Respondent shall insert the monthly rate for each of the items listed below, for performance of Services specified under Option 1 for Service Area 2 (South) herein and in the Agreement. Respondent shall insert the Total Monthly Cost per Residential Property, which shall be the sum of the preceding rates in the table below. For the purposes of this Proposal, each month shall be deemed to consist of 4.33 weeks. The rates for Residential Collection Services shall apply to each Customer that receives such service, regardless of the number of Garbage Cans and Recycling Carts used by the Customer.

Rates for Automated Source Separated Recyclables and Manual Yard Waste must include any and all costs, fees, charges, and amounts related to transportation, processing and disposal of the materials collected.

SERVICE AREA 2 (SOUTH) – OPTION 1 – Residential Collection Service with Garbage Cans	
Service Item:	Monthly Rate
1. Manual Garbage and Rubbish Collection (must include costs for Bulky Waste, including White Goods)	\$
2. Manual Yard Waste Collection	\$
3. Automated Source Separated Recyclable Material (using existing carts)	\$
Total Monthly Cost per Residential Property (Sum of Items 1, 2, and 3, above)	\$

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**ATTACHMENT "N"**

**PROPOSED PRICING FORM – SERVICE AREA 1 (NORTH) – OPTION 2 (GARBAGE CARTS)**

Respondent shall insert the monthly rate for each of the items listed below, for performance of Services specified under Option 2 for Service Area 1 (North) herein and in the Agreement. Respondent shall insert the Total Monthly Cost per Residential Property, which shall be the sum of the preceding rates in the table below. For the purposes of this Proposal, each month shall be deemed to consist of 4.33 weeks. The rates for Residential Collection Services shall apply to each Customer that receives such service, regardless of the number of Garbage Cans and Recycling Carts used by the Customer.

Rates for Automated Source Separated Recyclables and Manual Yard Waste must include any and all costs, fees, charges, and amounts related to transportation, processing and disposal of the materials collected.

SERVICE AREA 1 (NORTH) – OPTION 2 – Residential Collection Service with Garbage Carts	
Service Item:	Monthly Rate
1. Automated Garbage and Rubbish Collection (must include costs for Bulky Waste, including White Goods)	\$
2. Manual Yard Waste Collection	\$
3. Automated Source Separated Recyclable Material (using existing carts)	\$
Total Monthly Cost per Residential Property (Sum of Items 1, 2, and 3, above)	\$



**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**ATTACHMENT "O"**

**PROPOSED PRICING FORM – SERVICE AREA 2 (SOUTH) – OPTION 2 (GARBAGE CARTS)**

Respondent shall insert the monthly rate for each of the items listed below, for performance of Services specified under Option 2 for Service Area 2 (South) herein and in the Agreement. Respondent shall insert the Total Monthly Cost per Residential Property, which shall be the sum of the preceding rates in the table below. For the purposes of this Proposal, each month shall be deemed to consist of 4.33 weeks. The rates for Residential Collection Services shall apply to each Customer that receives such service, regardless of the number of Garbage Cans and Recycling Carts used by the Customer.

Rates for Automated Source Separated Recyclables and Manual Yard Waste must include any and all costs, fees, charges, and amounts related to transportation, processing and disposal of the materials collected.

SERVICE AREA 2 (SOUTH) – OPTION 2 – Residential Collection Service with Garbage Carts	
Service Item:	Monthly Rate
1. Automated Garbage and Rubbish Collection (must include costs for Bulky Waste, including White Goods)	\$
2. Manual Yard Waste Collection	\$
3. Automated Source Separated Recyclable Material (using existing carts)	\$
Total Monthly Cost per Residential Property (Sum of Items 1, 2, and 3, above)	\$

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**ATTACHMENT "P"**

**PROPOSED PRICING – SUPPLEMENTAL COLLECTION SERVICES**

Respondent shall submit with their Proposal, Rates for Supplemental Collection Services, as provided in the Agreement, and summarized below. These Rates shall not be utilized in the evaluation of Pricing as part of this RFP process, but will be negotiated for inclusion in the final executed Agreement between the County and Contractor(s). Respondent shall complete this Attachment P for each of the Service Areas, for which Respondent is submitting a Proposal (i.e. submit one Attachment P for Service Area 1 and one Attachment P for Service Area 2).

<b>Supplemental Collection Services for Residential Customers*</b>		
<b>Line Item:</b>	<b>Unit of Measure</b>	<b>Unit Pricing:</b>
Purchase an additional 95-gallon Garbage Cart (one-time fee)	Each	\$
Purchase an additional 95-gallon Recycling Cart (one-time fee)	Each	\$
Collection of Additional Yard Waste	Cubic Yard	\$
<b>Emergency Services</b>		
Rear loader compacted rate for storm debris	Per Ton	\$
Claw truck uncompacted rate for storm debris	Per Cubic Yard	\$
Roll-off truck and container (uncompacted) for storm debris	Per Cubic Yard	\$
Temporary support for Residential Collection Service in unincorporated County, outside of the Contractor's Service Area, using a standard rear loader waste collection truck with two employees. Based on a ten-hour day.	Per Day	\$
Temporary support for hauling County Roll-Off Containers from the transfer station in the Service Area to the Designated Facility for the disposal of Garbage.	Per Container	\$

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**ATTACHMENT "Q"  
PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,  
the undersigned Respondent, as Principal, and \_\_\_\_\_, a corporation  
duly organized under the laws of the State of \_\_\_\_\_, as Surety, are hereby held and firmly bound  
unto St. Johns County, ("County"), a political subdivision of the State of Florida, as Obligee, in the penal sum of  
Fifty Thousand Dollars (\$50,000.00), for the payment of which sum will and truly be made, we, as Principal and  
Surety, hereby jointly and severally bind ourselves, and our successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WHEREAS, the Principal has submitted a certain Proposal to the County, in response to the County's Request  
for Proposals (RFP No: 23-32), and the Principal thereby offered to provide Services pursuant to an Exclusive  
Franchise Agreement ("Agreement").

NOW, THEREFORE, the condition of this obligation is such that:

- (a) If the Principal's Proposal is rejected by the County, then this obligation shall be void;
- (b) If the Principal is awarded an Agreement to perform the Services, and within the time required, the  
Principal executes and delivers the Agreement, and delivers a good and sufficient performance bond,  
parent corporation guaranty, and certificate of insurance, all in compliance with the requirements of the  
RFP and Agreement, and in all other respects secures the performance of the terms and conditions in  
the Agreement, then this obligation shall be void;
- (c) Except as provided in (a) and (b) above, this obligation shall remain in full force and effect, and shall be  
paid in full upon demand by the County, but the liability of the Surety for claims hereunder shall not  
exceed the penal amount of this obligation.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall  
be in no way impaired or affected by an extension of the time within which the County may accept the Proposal,  
as said Surety does hereby waive notice of any such extension. The Surety hereby attests and confirms that the  
Surety: has a resident agent in the State of Florida; is rated "A" or better as to management and "FSC X" or  
better as to strength by Best's Insurance Guide; is listed on the U.S. Treasury Department's list of acceptable  
sureties for federal bonds; and has been in business for at least five (5) years.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto executed this instrument, and have affixed  
their corporate seals hereto, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, and these presents to  
be signed by their proper officers, the day and year first set forth above.

Principal

\_\_\_\_\_  
Signature by Authorized Representative

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Print full name

\_\_\_\_\_  
Title

Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

Surety

\_\_\_\_\_  
Signature by Authorized Representative

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_  
Print full name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Attorney-in-Fact Signature (Affix Seal)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Name of Local Insurance Agency

\_\_\_\_\_  
Point of Contact Email & Phone Number

Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

ATTACHMENT "R"  
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, (Affiant) certify that I am the Secretary of the corporation named as Principal in the foregoing; that \_\_\_\_\_, (Authorized Representative of Respondent) who signed the Bond(s) on behalf of the Respondent, was then \_\_\_\_\_ (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Full Legal Name of Corporation (Respondent)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of  physical presence or  online notarization, \_\_\_\_\_ (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me on this \_\_\_ day of \_\_\_\_\_, 20\_\_, by the Authorized Representative of Bidder, who is personally known to me or has produced \_\_\_\_\_ as identification. Type and Number of I.D. produced: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(Attach Power of Attorney to original Proposal Bond and Financial Statement of Surety Company)

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**  
**ATTACHMENT "S"**  
**LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS**


Respondent shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Services for review/approval by the County. Respondent shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of Services for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

<b>Company Name</b>	<b>Work/Services to be Performed</b>	<b>Primary Contact Name</b>	<b>Contact Number and Email Address</b>	<b>Percentage (%) of Total Work/Services</b>

**SEALED RFP MAILING LABEL**

Complete and affix this mailing label to the sealed envelope/container to identify as a SEALED Proposal.

<b>SEALED PROPOSAL • DO NOT OPEN</b>	
RFP #:	<b>RFP 23-32</b>
RFP TITLE:	<b>RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES</b>
SUBMITTAL DEADLINE:	<b>Thursday, August 10, 2023 No Later Than 4:00 PM</b>
SERVICE AREA:	
SUBMITTED BY:	
	Respondent Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St St. Augustine, FL 32084



**END OF DOCUMENT**

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**EXHIBIT 1**

**LEGAL DESCRIPTION & MAP OF SERVICE AREAS**

**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:**

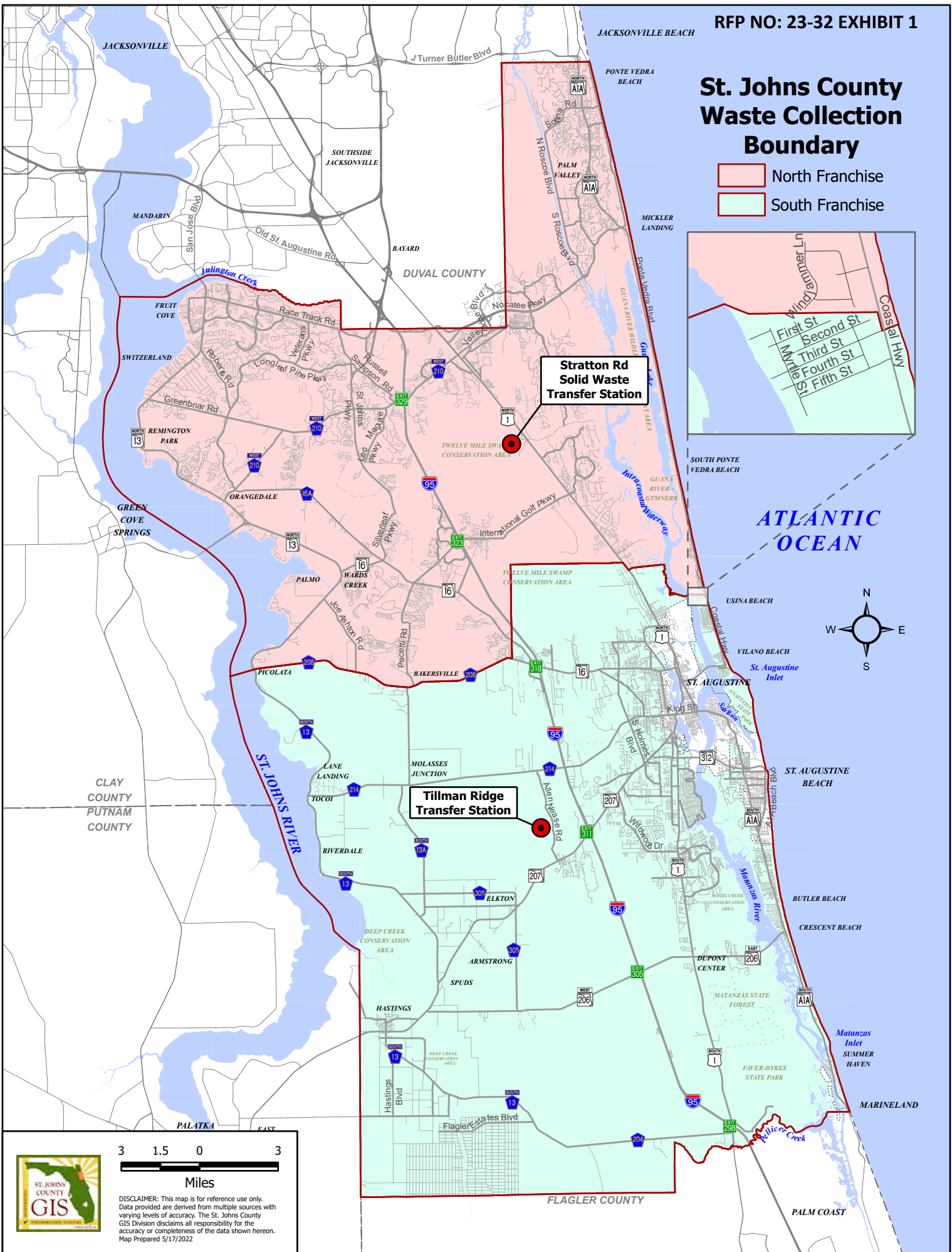
ALL OF ST. JOHNS COUNTY, FLORIDA LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGIN AT THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE CENTERLINE OF COUNTY ROAD 208 WITH THE WEST MARGIN OF THE MAIN CHANNEL OF THE ST. JOHNS RIVER; THENCE EASTERLY, ALONG SAID WESTERLY PROLONGATION AND ALONG SAID CENTERLINE 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,



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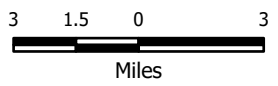
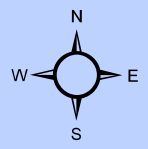
# St. Johns County Waste Collection Boundary

- North Franchise
- South Franchise



**Stratton Rd  
Solid Waste  
Transfer Station**

**Tillman Ridge  
Transfer Station**



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 hereon. Map Prepared 5/17/2022

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**  
**EXHIBIT 2**  
**FIVE YEAR HISTORICAL COLLECTION DATA FOR ST. JOHNS COUNTY**

<b>Household Garbage Tonnage FY2018-FY2022</b>													
	October	November	December	January	February	March	April	May	June	July	August	September	FY Tonnage
2018	5,875.53	6,367.16	6,072.14	6,144.21	5,481.61	5,945.90	5,969.21	6,447.58	6,046.27	6,284.97	6,504.28	5,268.38	72,407.24
2019	6,089.75	6,577.09	6,247.42	6,709.45	5,580.83	5,797.03	6,367.18	6,501.78	6,023.06	6,743.65	6,265.82	5,772.74	74,675.80
2020	6,289.72	6,197.74	6,993.48	6,797.37	5,883.31	6,733.04	7,522.35	6,998.27	8,543.77	7,655.93	6,825.13	7,069.94	83,510.05
2021	6,981.76	7,172.09	7,953.48	7,250.30	6,552.70	7,659.11	7,542.18	7,021.06	7,789.81	7,749.83	7,612.30	7,586.20	88,870.82
2022	6,738.81	8,111.64	8,510.39	7,303.58	6,677.50	7,971.64	7,454.00	7,482.87	7,701.35	7,513.71	8,073.22	6,967.14	90,505.85
Total Tonnage													409,969.76

<b>Yard Debris Tonnage FY2018-FY2022</b>													
	October	November	December	January	February	March	April	May	June	July	August	September	FY Tonnage
2018	2,169.07	1,832.68	1,104.91	1,383.49	2,299.54	3,085.00	2,586.94	2,230.69	2,176.27	2,106.93	2,119.78	1,782.02	24,877.32
2019	2,011.53	1,575.66	1,176.32	1,693.81	1,871.11	2,775.77	2,783.47	2,280.84	1,958.97	2,203.06	2,070.58	2,280.00	24,681.12
2020	2,031.26	1,587.93	1,306.26	1,718.63	2,187.33	3,335.06	3,922.82	2,719.39	2,297.16	2,386.12	2,272.53	2,419.12	28,183.61
2021	2,439.39	2,077.66	1,512.00	1,723.37	1,799.39	3,605.36	3,278.61	2,366.24	2,102.84	2,007.12	1,823.11	1,828.35	26,563.44
2022	1,976.23	1,787.91	1,524.06	1,401.41	1,663.33	3,305.33	2,875.24	2,275.17	1,942.54	1,973.49	2,099.54	1,983.60	24,807.85
Total Tonnage													129,113.34

<b>Recycling Tonnage FY2018-FY2022</b>													
	October	November	December	January	February	March	April	May	June	July	August	September	FY Tonnage
2018	1,712.84	1,815.20	1,760.99	1,913.72	1,541.86	1,696.03	1,683.94	1,837.30	1,689.70	1,733.23	1,806.13	1,506.49	20,697.43
2019	1,823.12	1,795.12	1,839.82	1,979.98	1,562.31	1,650.77	1,827.37	1,859.93	1,659.14	1,855.59	1,795.10	1,683.37	21,331.62
2020	1,849.17	1,736.34	2,121.69	2,141.26	1,674.79	2,035.81	2,273.43	2,052.82	2,170.67	2,170.38	1,950.25	2,090.39	24,267.00
2021	2,068.71	2,052.67	2,388.90	2,126.61	1,895.98	2,183.20	2,511.82	2,009.27	2,139.21	2,092.07	2,008.22	2,034.35	25,511.01
2022	1,814.49	2,058.68	2,309.63	2,057.81	1,827.96	2,182.09	1,987.09	2,006.08	2,058.93	1,941.26	2,145.21	1,839.17	24,228.40
Total Tonnage													116,035.46

EXHIBIT 3

**PRELIMINARY DRAFT—  
FOR DISCUSSION PURPOSES ONLY**

**RFP Option 1 [With Garbage Cans]**

**APRIL 6, 2023**

**Exclusive Franchise Agreement  
between  
St. Johns County, Florida  
and  
XYZ Company [Contractor]  
for the Collection of  
Solid Waste and Recyclable Materials**

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# EXCLUSIVE FRANCHISE AGREEMENT

This Exclusive Franchise Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between St. Johns County, Florida (“County”), a political subdivision of the State of Florida, and XYZ Company (“Contractor”), a \_\_\_\_\_ corporation, 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 \_\_\_\_\_ [Northern/Southern] Service Area; 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:

## SECTION 1: 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 XYZ Company, a [REDACTED] corporation.

**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, 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 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 Source Separated 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 Source Separated 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 source separated 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 the [redacted] [Northern/Southern] Service Area.
- 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 Source Separated 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.

## **SECTION 2: 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.

## **SECTION 3: 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.

## **SECTION 4: 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 [redacted] [Northern/Southern] Service Area, 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.

## **SECTION 5: 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 [redacted] [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 [redacted] [TBD; approximately 4 weeks after the Effective Date], the Contractor shall provide the Director with its Transition Plan.
- (d) On or before [redacted] [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 8 weeks after the Effective Date], the Contractor shall provide the Director with a preliminary plan for the distribution of all Collection Containers that will be provided to Customers and the County. Among other things, the plan shall describe how new Garbage Carts will be delivered to all Customers before the Commencement Date. The plan also shall describe how and when Collection Containers will be provided to the County's transfer station pursuant to Section 8.1, below.
- (f) On or before \_\_\_\_\_ [TBD; approximately 9 weeks before the Commencement Date], the Contractor shall provide the Director with: (1) an updated and detailed plan concerning the distribution of Collection Containers, as described in Section 5.2(e), above; (2) 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 (3) a Contingency Plan, pursuant to Section 37.4, below.
- (g) 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.
- (h) 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.
- (i) On or before \_\_\_\_\_ [TBD; approximately 4 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.
- (j) On or before \_\_\_\_\_ [TBD; approximately 3 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.
- (k) On or before \_\_\_\_\_ [TBD; approximately 3 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.
- (l) On or before \_\_\_\_\_ [TBD; approximately 2 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.
- (m) On or before \_\_\_\_\_ [TBD; approximately 2 calendar days before the Commencement Date], the Contractor shall confirm in writing to the Director that it has delivered all Collection Containers needed to provide Collection Service in compliance with this Agreement.

### **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.

## **SECTION 6: 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 Source Separated 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.

## **SECTION 7: 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 Source Separated 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 Source Separated 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) 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. For example, the Contractor is not required to collect: (a) Yard Waste that exceeds two (2) cubic yards; (b) more than two (2) White Goods; or (c) more than two (2) items of Bulky Waste (excluding White Goods). 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.

## **SECTION 8: 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.

## **SECTION 9: 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.

## **SECTION 10: 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.

## **SECTION 11: 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.

### **11.2 SCHEDULED COLLECTION DAY FOR GARBAGE, RUBBISH, RECYCLABLE MATERIALS, AND YARD WASTE**

The Contractor’s schedule shall identify the Scheduled Collection Day for each Customer. The Contractor is encouraged, but not required, to collect a Customer’s Garbage, Rubbish, Source Separated Recyclable Material, and Yard Waste on the same day.



## **SECTION 12: 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 Source Separated 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, Source Separated 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 Source Separated 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 Source Separated 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 Source Separated 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 Source Separated 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 Source Separated Recyclable Materials shall be any fully licensed and permitted Materials Recovery Facility or Recovered Materials processing facility where the County's Source Separated Recyclable Material will be Recycled. However, the Contractor shall not deliver the County's Source Separated 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 Source Separated 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 Source Separated 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 Source Separated 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 Source Separated 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 Source Separated 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 Source Separated 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 Source Separated 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 Source Separated Recyclable Materials shall be Set Out in a Recycling Cart. Source Separated Recyclable Materials shall not be placed in the same Collection Container with Solid Waste.

28.1.3 Source Separated 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.

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 Source Separated 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 Source Separated 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) ~~five (5)~~ 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 Garbage Cans, Plastic Bags, and Biodegradable Paper Bags – Each Customer shall purchase and provide the Garbage Cans, Plastic Bags, and biodegradable paper bags, if any, that the Customer uses. Garbage Cans shall remain the property of the Customer.

29.1.2 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.

29.1.2.1 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.

29.1.2.2 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 three (3) Operating Days after they are requested by the Customer or the Director.

29.1.2.3 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
- Nestability
- 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 Source Separated 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 Source Separated 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 Source Separated 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.

### **30.10 RESERVED**

## **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 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 Source Separated 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 Source Separated Recyclable Materials collected and the locations where the Source Separated Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Source Separated 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 Source Separated 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: [REDACTED]; 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 Source Separated 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 or deflation. 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:

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

The formula also can be shown as:

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

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**

38.5.1 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.

38.5.2 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.

38.5.3 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:

- (a) 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; and
- (b) deducting any administrative charges, Franchise Fees, or other sums that are due and owed to the County from the Contractor.

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 with 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 Source Separated Recyclable Materials that are collected by the Contractor pursuant to this Agreement, including Source Separated 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 Source Separated 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 Source Separated 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 Source Separated 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 Source Separated Recyclable Materials to a Designated Facility for such materials pursuant to Section 21.3, or delivering Source Separated 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 Source Separated 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 Source Separated 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 Source Separated 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**

54.1 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.

54.2 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.

54.3 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**

56.1 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.

56.2 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.

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

56.4 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: 904/ [REDACTED]

As to Contractor: XYZ Company  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

Copy to: XYZ Company  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

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.

Attest:  
  
\_\_\_\_\_  
Deputy Clerk

ST. JOHNS COUNTY, by and through its  
Board of County Commissioners

By: \_\_\_\_\_  
  
\_\_\_\_ day of \_\_\_\_\_, 2023

Approved as to form and legal sufficiency

By: \_\_\_\_\_  
Bradley Bulthuis, Senior Assistant County Attorney  
  
\_\_\_\_ day of \_\_\_\_\_, 2023

WITNESSES:

XYZ COMPANY

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_ day of \_\_\_\_\_, 2023

ATTEST:

\_\_\_\_\_  
SECRETARY

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF                    )

The foregoing Exclusive Franchise Agreement was acknowledged before me, an officer duly authorized by law to administer oaths and take acknowledgments, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, as \_\_\_\_\_ [title] of \_\_\_\_\_ [Contractor], a corporation authorized to do business in the State of Florida, and who executed the foregoing Agreement as the proper official of \_\_\_\_\_ [Contractor] for the uses and

purposes mentioned in it, and that the instrument is the act and deed of that corporation. He/She is  personally known to me or  has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the state and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**EXHIBIT 1**  
**MAP AND LEGAL DESCRIPTION OF SERVICE AREA**

**EXHIBIT 2**  
**RATES FOR RESIDENTIAL COLLECTION SERVICES**

[The Contractor's Rates for Residential Collection Services shall be set forth below. The Contractor's Rates shall be presented in the same format that is shown in the County's RFP.]

**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	<b>MANUFACTURING PROCESS:</b> Each cart body must be manufactured by using an injection molding process.
2.2	<b>PLASTIC MATERIAL:</b> 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	<b>RESIN ADDITIVES:</b> 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	<b>ANSI CONFORMANCE:</b> 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 <u>and</u> a Fully Automated Grabber Arm.
3.2	<b>LOAD RATING:</b> 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



	<p>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.</p>
3.3	<p><b>RESIN WEIGHT:</b> 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><b>CAPACITY:</b> 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><b>DIMENSIONS:</b> The exterior dimensions of the completely assembled carts shall be approximately as follows:</p> <p>35 Gallon –</p> <p style="padding-left: 20px;">Height: 39.13” Depth: 22.88” Width: 20.2”</p> <p>95 Gallon –</p> <p style="padding-left: 20px;">Height: 45.13” Depth: 33.73” Width: 28.17”</p>
3.6	<p><b>WALL THICKNESS:</b> 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><b>MANEUVERABILITY:</b> 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><b>RIM OF BODY:</b> 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><b>HANDLES:</b> 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><b>LID:</b> 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	<b>BOTTOM:</b> 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	<b>WHEELS:</b> 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	<b>AXLE:</b> 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	<b>STABILITY:</b> 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	<b>LIFT SYSTEM:</b> 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	<b>COLOR:</b> 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	<b>INTERIOR CONSTRUCTION:</b> 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	<b>SERIAL NUMBERS:</b> 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	<b>COUNTY SEAL:</b> The County Seal or logo shall be hot stamped onto both sides of the cart body.
4.3	<b>USER INSTRUCTIONS:</b> Instructions for the safe use of the cart must be molded into each lid. Instructions shall be in both English and Spanish.

4.4	<b>CAPACITY AND LOAD RATING:</b> 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	<b>MANUFACTURING PROCESS:</b> 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	<b>COLOR AND GRAPHICS:</b> 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:

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

**EXHIBIT 9**  
**RATES FOR SUPPLEMENTAL COLLECTION SERVICES**

<b>Supplemental Collection Services for Individuals*</b>		
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)
<b>Emergency Services</b>		
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 ten percent (10%) 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.

EXHIBIT 4

**PRELIMINARY DRAFT—FOR DISCUSSION  
PURPOSES ONLY**

**RFP Option 2 [With Carts]**

**APRIL 4, 2023**

**Exclusive Franchise Agreement**

**between**

**St. Johns County, Florida**

**and**

**XYZ Company [Contractor]**

**for the Collection of**

**Solid Waste and Recyclable Materials**

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# EXCLUSIVE FRANCHISE AGREEMENT

This Exclusive Franchise Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between St. Johns County, Florida (“County”), a political subdivision of the State of Florida, and XYZ Company (“Contractor”), a \_\_\_\_\_ corporation, which is authorized to do business in the State of Florida.

## RECITALS

WHEREAS, the County issued a request for proposals (“RFP”) (County RFP No. 22-32) 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 \_\_\_\_\_ [Northern/Southern] Service Area; 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:

## SECTION 1: 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 Cart 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. 22-32) 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, Garbage Carts, 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 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 XYZ Company, a [REDACTED] corporation.
- 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 Garbage Cart** shall mean a container that is made with 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 Garbage and Rubbish.

**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 Years 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, 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 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 Source Separated 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.

**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 Source Separated 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, cartons, 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 source separated 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 the [redacted] [Northern/Southern] Service Area.

**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 Source Separated 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.

## **SECTION 2: 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.

## **SECTION 3: 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.

## **SECTION 4: 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 [Northern/Southern] Service Area, 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.

4.2.1 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.

## **SECTION 5: 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 Residential Collection 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, from receipt of comments 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 the approval of the Director.
- (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 8 weeks after the Effective Date], the Contractor shall provide the Director with a preliminary plan for the distribution of all Collection Containers that will be provided to Customers and the County. Among other things, the plan shall describe how new Garbage Carts will be delivered to all Customers before the Commencement Date. The plan also shall describe how and when Collection Containers will be provided to the County's transfer station pursuant to Section 8.1, below.
- (f) On or before \_\_\_\_\_ [TBD; approximately 9 weeks before the Commencement Date], the Contractor shall provide the Director with: (1) an updated and detailed plan concerning the distribution of new Garbage Carts and other Collection Containers, as described in Section 5.2(e), above; (2) 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 (3) a Contingency Plan, pursuant to Section 37.4, below.
- (g) 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.
- (h) 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.
- (i) On or before \_\_\_\_\_ [TBD; approximately 4 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 Garbage Carts, 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.

- (j) On or before \_\_\_\_\_ [TBD; approximately 3 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 of this Agreement.
- (k) On or before \_\_\_\_\_ [TBD; approximately 3 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.
- (l) On or before \_\_\_\_\_ [TBD; approximately 2 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.
- (m) On or before \_\_\_\_\_ [TBD; approximately 5 calendar days before the Commencement Date], the Contractor shall confirm in writing to the Director that it has delivered all Garbage Carts and other Collection Containers needed to provide Collection Service in compliance with this Agreement.

### **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 ~~County Administrator's~~ Director's request for assistance. The service representative shall be assigned to the County's office until the ~~County Administrator~~ 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.

## **SECTION 6: 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 Source Separated 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.

## **SECTION 7: 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 Source Separated 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 Cart(s).

7.2.2 On the Commencement Date and for thirty (30) days thereafter, the Contractor shall collect all of the Garbage and Rubbish that is placed at Curbside, even if the Garbage and Rubbish are not inside a Garbage Cart. If a Customer places Garbage and Rubbish at the Curbside in a Garbage Can or Plastic Bag during this thirty (30) day period, the Contractor shall collect the Garbage and Rubbish, but the Contractor also shall attach a written notice to the Customer's Garbage Cart or Garbage Can, explaining that all Garbage and Rubbish must be placed inside a Garbage Cart.

7.2.3 After the first thirty (30) days of Collections, the Contractor is not obligated to collect a Customer's Garbage or Rubbish unless the Garbage and Rubbish are placed inside a Garbage Cart. For example, if a Customer places Garbage and Rubbish at Curbside in Garbage Cans or Plastic Bags, the Contractor may leave the Garbage Cans and Plastic Bags at Curbside.

7.2.4 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 Source Separated 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 an "on call" basis (i.e., the Customer must request the service). The Customer may request Collection Service for Bulky Waste, including White Goods, by calling the Contractor on the telephone or by using the Contractor's web-based system for requesting service, as described in Section 33.1.5, below. The Contractor shall collect the Customer's Bulky Waste no later than five (5) Operating Days after the Customer requests the Contractor's service.

7.4.3 The Contractor is not required to collect more than two (2) White Goods and two (2) items of Bulky Waste (excluding White Goods) from any Customer in one Operating Day. If a Customer Sets Out more than two (2) White Goods or more than two (2) items of Bulky Waste (excluding White Goods), the Contractor may leave the excess Bulky Waste at Curbside.

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

7.4.5 If the Contractor leaves any Bulky Waste at Curbside, the Contractor shall return to the Customer's Premises within five (5) Operating Days and shall remove two (2) more White Goods and two (2) more items of Bulky Waste (excluding White Goods). The Contractor shall continue to return to the Customer's Premises at least once every five (5) Operating Days until all of the Customer's Bulky Waste is removed. In such circumstances, the Customer shall make an initial request for the Collection of the Customer's Bulky Waste pursuant to Section 7.4.2, above, but the Customer does not need to make additional requests for the removal of the Bulky Waste that the Contractor left at the Customer's Premises.

#### **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.

7.5.2 Yard Waste may be Set Out at Curbside in Garbage Cans, biodegradable paper bags, or plastics bags. Yard Waste also may be tied, bundled, or stacked in piles at Curbside.

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 The Contractor is not required to collect: (a) more than two (2) cubic yards of Yard Waste from any Customer in one Operating Day; (b) grass clippings, leaves, pine needles, and similar small loose items unless such materials are placed in Garbage Cans, other reusable containers, plastic bags, or biodegradable paper bags; (c) any Garbage Can, container, or biodegradable paper bag that is larger than thirty-two (32) gallons or weighs more than fifty (50) pounds; (d) any single piece of Yard Waste that exceeds six (6) feet in length or fifty (50) pounds in weight; or (e) Land Clearing Debris.

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

7.5.6 If a Customer Sets Out piles, cans, and bags that individually or collectively contain more than two (2) cubic yards of Yard Waste, the Contractor shall remove at least two (2) cubic yards of Yard Waste each Scheduled Collection Day for Yard Waste, but the Contractor may leave the excess material at Curbside.

## **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. For example, the Contractor is not required to collect: (a) Yard Waste that exceeds two (2) cubic yards; (b) more than two (2) White Goods; or (c) more than two (2) items of Bulky Waste (excluding White Goods). 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 eligible Customers under this Section 7.7.

# **SECTION 8: 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 may 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. Such Supplemental Collection Services shall be governed under a separate agreement for services. 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.



## **SECTION 9: 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.

## **SECTION 10: HOURS AND DAYS OF CONTRACTOR’S COLLECTION SERVICES**

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

10.2 The Contractor may 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.

## **SECTION 11: 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.

## **11.2 SCHEDULED COLLECTION DAY FOR GARBAGE, RUBBISH, RECYCLABLE MATERIALS, AND YARD WASTE**

The Contractor's schedule shall identify the Scheduled Collection Day for each Customer. The Contractor is encouraged, but not required, to collect a Customer's Garbage, Rubbish, Source Separated Recyclable Material, and Yard Waste on the same day.

## **SECTION 12: 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, the 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 Garbage Carts or 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, Garbage Carts, 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, the Contractor shall not combine Source Separated 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, Source Separated 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 Source Separated 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) Plastic Bags outside of their Garbage Cart; (b) more waste at the Curbside than is allowed under Section 7.4 or Section 7.5; or (c) 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 Source Separated 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 Source Separated 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'S ACCESS TO STREETS AND COLLECTION CONTAINERS**

20.1 Except as otherwise provided herein, the 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: COUNTY'S DESIGNATED FACILITIES**

21.1 The Contractor shall deliver all of the Residential Waste and Source Separated 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 Source Separated Recyclable Materials shall be any fully licensed and permitted Materials Recovery Facility or Recovered Materials processing facility where the County's Source Separated Recyclable Material will be Recycled. However, the Contractor shall not deliver the County's Source Separated 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 the 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
- H. Solid Waste and by-products generated from an industrial process
- I. Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations
- J. Trash and debris generated by or resulting from farming operations
- K. Wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts, including used oil, Tires, and lead-acid batteries
- L. Boats, boat motors, and boat trailers
- M. Disaster Debris
- N. Hazardous Material, Biomedical Waste, and Radioactive Waste
- O. Sludge
- P. Construction and Demolition Debris
- Q. Asphalt removed from a parking lot or other paved area
- R. 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 Source Separated 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 Source Separated Recovered Materials to a properly certified Recovered Materials dealer that has satisfied the requirements in Section 403.7046, Florida Statutes.

## **SECTION 24: 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: 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 Source Separated 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 Source Separated 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 Source Separated 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 Source Separated 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 Source Separated 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 Cart. Garbage and other putrescible waste shall not be Set Out in a box, Plastic Bag, Garbage Can, or unauthorized Collection Container.

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

28.1.3 Source Separated 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.

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 Garbage Carts and 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 Garbage Cart or Recycling Cart at Curbside, the cart must be at least four (4) 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 Carts.

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 bags, or biodegradable paper bags. Biodegradable paper bags or plastic 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. If a Customer Sets Out piles, cans, and bags that individually or collectively contain more than two (2) cubic yards of Yard Waste, the Contractor shall remove at least two (2) cubic yards of Yard Waste from the Customer's Premises each Scheduled Collection Day for Yard Waste, but the Contractor may leave the excess material at Curbside.

28.2.3 Source Separated 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 Source Separated 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) ~~five (5)~~ 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 Cart, 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 Garbage Cans, Plastic Bags, and Biodegradable Paper Bags – Each Customer shall purchase and provide the Garbage Cans, Plastic Bags, and biodegradable paper bags, if any, that the Customer uses. Garbage Cans shall remain the property of the Customer.

29.1.2 Garbage Carts and Recycling Carts –Prior to the Commencement Date, the County or its agent (e.g., the County's existing franchisee) shall purchase, assemble, and deliver at least one Recycling Cart to each Customer (i.e., each single-family Dwelling Unit and each Dwelling Unit in a Low-Density Dwelling) in the Service Area.

29.1.2.1 The Contractor shall purchase, assemble, and deliver certain Garbage Carts and Recycling Carts under this Agreement, as described below. Each Garbage Cart shall have a capacity of approximately ninety-five (95) gallons. Each Recycling Cart shall have a capacity of approximately thirty-five (35) gallons or ninety-five (95) gallons.

29.1.2.2 Prior to the Commencement Date, the Contractor shall purchase, assemble, and deliver one new Garbage Cart to each Customer (i.e., each single-family Dwelling Unit ~~and each Dwelling Unit in a Low-Density Dwelling~~) in the Service Area. These carts shall be provided in compliance with the schedule in the Contractor's Transition Plan, as described in Section 5.2, above.

29.1.2.3 On and after the Commencement Date, the Contractor shall purchase, assemble, and deliver one new Garbage Cart and one new Recycling Cart to each New Customer. The carts shall be delivered within three (3) Operating Days after the New Customer or the Director requests the Contractor to deliver the carts.

29.1.2.4 On and after the Commencement Date, the Contractor shall purchase, assemble, and deliver: (a) a new or refurbished Garbage 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 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; (c) a new Garbage Cart or Recycling Cart, as the case may be, to each Customer that wishes to purchase an additional cart pursuant to Section 39.7, below; and (d) 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 three (3) Operating Days after they are requested by the Customer or the Director.

29.1.2.5 Garbage Carts and 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 Garbage Carts and 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 Garbage Carts and Recycling Carts – Each Customer shall be responsible for cleaning their Garbage Cart(s) and 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 Garbage Carts and 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 Garbage Carts and 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 Garbage Cart or Recycling Cart no later than three (3) 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 Garbage Carts and Recycling Carts – Each Customer shall be responsible for storing their Garbage Cart(s) and Recycling Cart(s).

29.3.2.1 The Contractor shall be responsible for purchasing, storing, assembling, and distributing new and replacement Garbage Carts and Recycling Carts for those Customers that are entitled to receive them pursuant to this Agreement. The Contractor shall deliver the carts within three (3) 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 Garbage Carts and Recycling Carts for distribution.

29.3.2.2 During the term of this Agreement, the Contractor shall replace a Customer's Garbage Cart and Recycling Cart, without charge, if the Customer's carts are stolen or damaged beyond repair. The Contractor shall keep Garbage Carts and 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 three (3) 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 provide Garbage Carts that are one size only -- approximately ninety-five (95) gallons. 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). The Contractor shall be responsible for billing and collecting its delivery fee from the Customer.

## **29.5 TECHNICAL SPECIFICATIONS FOR COLLECTION CONTAINERS**

29.5.1 Garbage Carts and Recycling Carts – The Garbage Carts and 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 nine-five (95) gallons for garbage carts and thirty-five (35) or ninety-five (95) gallons for recycling carts, 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, but the specifications for Garbage Carts may be different than the specifications for Recycling Carts. 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 and Garbage Carts before the Contractor orders the new Collection Containers 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
- Nestability
- Identification and Marking
- Manufacturer's warranty

29.5.3 Minimum Warranty for Carts – Each Recycling Cart and Garbage 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 Garbage Carts and 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, Garbage Carts, Recycling Carts, and similar containers that are discarded by Customers. The Contractor shall deliver such cans, bins, and carts 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 Source Separated 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 Source Separated 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 Source Separated 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, ~~Collection Container~~, 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, ~~container~~, 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**

The Contractor's collection employees shall wear proper attire at all times when providing services 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 employee's 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 employee's 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 to the public 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, 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 Garbage Carts and 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 all of the sizes required under this Agreement (i.e., 35- and 95-gallon carts).

## **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 (i.e., 35- and 95-gallon carts). 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 Contractor and Customer the 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, 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 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 Source Separated 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 Source Separated Recyclable Materials collected and the locations where the Source Separated Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Source Separated 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 Garbage Carts and 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 Garbage Cart or 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 Garbage Carts and the total number of Recycling Carts (broken down by size) that the Contractor provided each Operating Month and each Operating Year. Further, the Contractor's log shall include the Contractor's records (e.g., purchase orders; invoices; proof of payment) concerning the amount that the Contractor paid each time the Contractor purchased Garbage Carts or Recycling Carts pursuant to this Agreement. The Contractor's records shall identify the price that the Contractor paid per cart (broken down by size and type) each time the Contractor purchased new carts.

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 Source Separated 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 Garbage Carts and the total number of Recycling Carts (both 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**

The 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 The 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: [REDACTED]; MAILING ADDRESS: 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084.**

35.7.4 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.

35.7.5 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; social media) 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 Source Separated 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 may enter into a separate agreement for the Contractor to 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 amount 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 shall be paid in accordance with the Rates set forth in 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 Carts 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 10. 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 or deflation. 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 percentage change in the CPI shall be determined by using the reports and values published by the U.S. Department of Labor. 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:

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

The formula also can be shown as:

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

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)

38.3.3 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.

38.3.4 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.

38.3.5 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**

38.5.1 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.

38.5.2 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.

38.5.3 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 and the Contractor shall 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 pay the Contractor for the services that the Contractor provides in compliance with the requirements in this Agreement. However, the County 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 Residential Collection Services, Contractor and Customer have entered into a sperate written agreement for Supplemental Collection Services. 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:

- (a) 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; and
- (b) deducting any liquidated damages, Franchise Fees, or other sums that are due and owed to the County from the Contractor.

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:

St. Johns County  
ATTN: Solid Waste Division  
2750 Industry Center Road  
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 GARBAGE CARTS AND RECYCLING CARTS**

39.7.1 All of the costs associated with purchasing, assembling, delivering, repairing, and replacing Garbage Carts and Recycling Carts are included in the Rates shown in Exhibit 2.

39.7.2 Pursuant to Section 29.1.2, above, the Contractor shall provide each Customer with replacement carts if the Customer's Garbage Cart or 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 or new Garbage Cart and then use two (2) or more Garbage Carts or Recycling Carts. The Contractor's fee for purchasing, assembling, and delivering a new Garbage Cart or Recycling Cart for a Customer shall not exceed the amount set forth herein on Exhibit 9. The Contractor shall be solely responsible for billing and collecting the fees for selling and delivering Garbage Carts and Recycling Carts pursuant to this paragraph.

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 Garbage Carts or 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 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 9. 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 with 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 Garbage Carts and 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 Source Separated Recyclable Materials that are collected by the Contractor pursuant to this Agreement, including Source Separated Recyclable Materials from single-family Dwelling Units, and the County's transfer stations. 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 Source Separated 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: LIQUIDATED DAMAGES**

### **44.1 BASIS FOR LIQUIDATED DAMAGES**

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 LIQUIDATED DAMAGES**

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 liquidated damages, 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 liquidated damages.

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 liquidated damages, 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**

44.3.1 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:

44.3.1.1 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.

44.3.1.2 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.

44.3.1.3 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.

44.3.1.4 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**

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

44.4.1.1 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 per operating day.

44.4.1.2 Failure to collect the Garbage, Rubbish, Yard Waste, Bulky Waste, or Source Separated 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.

44.4.1.3 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.

44.4.1.4 Mixing Source Separated 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.

44.4.1.5 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.

44.4.1.6 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.

44.4.1.7 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.

44.4.1.8 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.

44.4.1.9 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.

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

44.4.1.11 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.

44.4.1.12 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.

44.4.1.13 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.

44.4.1.14 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.

44.4.1.15 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.

44.4.1.16 Collecting Solid Waste or Source Separated 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.

44.4.1.17 Leaving Collection Containers where they block driveways, alleys, streets, or roads shall result in the imposition of a Fifty Dollar (\$50) assessment per incident.

44.4.1.18 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.

44.4.1.19 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.

44.4.1.20 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.

44.4.1.21 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.

44.4.1.22 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.

44.4.1.23 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.

44.4.1.24 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.

44.4.1.25 Failure to cover or enclose Solid Waste or Source Separated 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.

44.4.1.26 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.

44.4.1.27 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.

44.4.1.28 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).

44.4.2 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**

45.1 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.

45.2 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**

47.1 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 Source Separated 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, 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 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**

51.2 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**

53.1.1 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

53.1.2 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 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**

53.8.1 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  
500 San Sebastian View  
St. Augustine, FL 32084

53.8.2 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**

54.1 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.

54.2 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.

54.3 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**

56.1 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.

56.2 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.

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

56.4 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

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

66.2 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 liquidated damages, 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: 904/

As to Contractor: XYZ Company  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

Copy to: XYZ Company  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

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.

Attest:  
  
\_\_\_\_\_  
\_\_\_\_\_, County Clerk

ST. JOHNS COUNTY, by and through its  
Board of County Commissioners

By: \_\_\_\_\_  
  
\_\_\_\_ day of \_\_\_\_\_, 2023

Approved as to form and legal sufficiency

By: \_\_\_\_\_  
Bradley Bulthuis, Senior Assistant County Attorney  
  
\_\_\_\_ day of \_\_\_\_\_, 2023

(COUNTY SEAL)

WITNESSES:

XYZ COMPANY

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name  
  
\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Printed Name and Title  
  
\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name  
  
\_\_\_\_ day of \_\_\_\_\_, 2023

ATTEST:

\_\_\_\_\_  
SECRETARY

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF                    )

The foregoing Exclusive Franchise Agreement was acknowledged before me, an officer duly authorized by law to administer oaths and take acknowledgments, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, as \_\_\_\_\_ [title] of \_\_\_\_\_ [Contractor], a corporation authorized to do business in the State of Florida, and who executed the foregoing Agreement as the proper official of \_\_\_\_\_ [Contractor] for the uses and

purposes mentioned in it, and that the instrument is the act and deed of that corporation, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the state and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**EXHIBIT 1**  
**MAP AND LEGAL DESCRIPTION OF SERVICE AREA**



**EXHIBIT 2**  
**RATES FOR RESIDENTIAL COLLECTION SERVICES**

[The Contractor's Rates for Residential Collection Services shall be set forth below. The Contractor's Rates shall be presented in the same format that is shown in the County's RFP.]

**EXHIBIT 3**  
**PARENT CORPORATION GUARANTY**

**EXHIBIT 4**  
**PERFORMANCE BOND**

**EXHIBIT 5**  
**SPECIFICATIONS FOR CARTS**

1. **MINIMUM REQUIREMENTS:** The following specifications describe the minimum acceptable features and performance requirements for Garbage and Recycling Carts the Contractor will provide under the Agreement. These specifications apply to Garbage Carts that are approximately 95 gallons and recycling carts are 35, ~~65~~, 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	<b>MANUFACTURING PROCESS:</b> Each cart body must be manufactured using an injection molding process.
2.2	<b>PLASTIC MATERIAL:</b> 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	<b>RESIN ADDITIVES:</b> 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	<b>ANSI CONFORMANCE:</b> 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 <u>and</u> a Fully Automated Grabber Arm.
3.2	<b>LOAD RATING:</b> 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><b>RESIN WEIGHT:</b> 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><b>CAPACITY:</b> 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><b>DIMENSIONS:</b> 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><b>WALL THICKNESS:</b> 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><b>MANEUVERABILITY:</b> 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><b>RIM OF BODY:</b> 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><b>HANDLES:</b> 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><b>LID:</b> 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 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.</p>
3.11	<p><b>BOTTOM:</b> 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.</p>
3.12	<p><b>WHEELS:</b> Wheels for 35-gallon carts 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.</p>

3.13	<b>AXLE:</b> 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	<b>STABILITY:</b> 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	<b>LIFT SYSTEM:</b> 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	<b>COLOR:</b> The color of the cart body and lid shall be black, unless Director requests a different color. Surface treatments, painted or spray-on finishes, and materials that are not homogenous are not acceptable. If 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	<b>INTERIOR CONSTRUCTION:</b> 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	<b>SERIAL NUMBERS:</b> 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	<b>COUNTY SEAL:</b> The County Seal or logo shall be hot stamped onto both sides of the cart body.
4.3	<b>USER INSTRUCTIONS:</b> Instructions for the safe use of the cart must be molded into each lid. Instructions shall be in both English and Spanish.
4.4	<b>CAPACITY AND LOAD RATING:</b> 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.

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

**6. DATA INTEGRATION:** Not Applicable.

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

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

9.1	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	Contractor shall unload all delivery trailers. Any damage to carts during any phase of 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	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.
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	County may generate a service work order and submit it electronically to 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	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 Carts) should be calculated. The following examples assume the “Total Monthly Cost per Dwelling Unit” on October 1, 2024 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:

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

**EXHIBIT 9**  
**RATES FOR SUPPLEMENTAL COLLECTION SERVICES**

## **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.

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.

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**EXHIBIT 5  
PROJECT GUARANTY AGREEMENT**

GUARANTEE AGREEMENT, dated as of \_\_\_\_\_, 2023, executed and delivered by \_\_\_\_\_, Inc. ("GUARANTOR") a \_\_\_\_\_ (State) corporation. The [Respondent's Name] Corporation, a \_\_\_\_\_ (State) corporation ("[Respondent Name]") is a subsidiary of Guarantor. St. Johns County, FL, ("County") is a political subdivision of the State of Florida. Pursuant thereto, the County proposes to enter into an Agreement with [Respondent Name] to provide Franchised Residential Curbside Waste Collection Services, ("Services") by [COMPANY NAME]. Guarantor, as the parent company of [Respondent Name], who has a direct interest in the Services to be performed under the Agreement and in consideration thereof, and as an inducement to the County to enter into the Agreement, has agreed to guarantee to the County the performance by [Respondent Name] of its obligations under the Agreement.

For value received and intending to be legally bound hereby, Guarantor thus agrees and covenants to the County as follows:

1. Subject to the provisions hereof, Guarantor guarantees to the County the full, timely and faithful performance and discharge by [Respondent Name] of all and singular of their obligations, covenants, agreements and undertakings at the time and in the manner required by the Agreement.
2. If for any reason [Respondent Name] fails to observe or perform any of its obligations or responsibilities under the Service, Guarantor agrees to cause to be promptly observed and performed all such obligations and responsibilities, as set forth in the Agreement; provided that the County shall promptly notify Guarantor in writing at its address below of any such failure on the part of [Respondent Name] and responsibilities to be observed and performed; and provided further that Guarantor shall thereupon be entitled to all of the rights and benefits of [Respondent Name] under the Agreement
3. This guarantee shall remain in full force and effect notwithstanding any amendment or modification, extension of time, or other indulgence or concession granted by the County to [Respondent Name] with respect to the Agreement. If [Respondent Name] fails to promptly observe and perform its obligations or responsibilities under the Service, it shall not be necessary for the County to exhaust its remedies against either such party before proceeding under this guarantee.
4. In no event shall the aggregate of the obligations and liabilities of Guarantor be greater than obligations and liabilities of [Respondent Name] under the Agreement, and the Guarantor shall have available to it, in any action or proceeding by the County seeking performance of this Guarantee, or damages for its non-performance, all defenses which [Respondent Name] would be able to raise in an action by County against [Respondent Name] seeking performance or damages for non-performance under the Agreement.
5. This guarantee is for the exclusive benefit of the County and in no event shall inure to the benefit of any other parties.
6. This guarantee shall be governed by and construed according to the laws of the State of Florida.

\_\_\_\_\_  
Full Legal Name of Guarantor

\_\_\_\_\_  
Signature by Authorized Representative of Guarantor

\_\_\_\_\_  
Printed Name & Title of Representative

\_\_\_\_\_  
Date of Signature

**RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES**

**EXHIBIT 6  
FORM OF IRREVOCABLE LETTER OF CREDIT**

In providing the below Letter of Credit, such Letter of Credit shall not contain any conditions to its issuance or any conditions to the obligations of the bank issuing the Letter of Credit, except as expressly provided in this form of Letter of Credit.

\_\_\_\_\_, 2023  
St. Johns County Board of County Commissioners  
500 San Sebastian View  
St. Augustine, FL 32084

Commissioners:

1. We hereby establish, at the request of [NAME OF COMPANY], (the "Company"), in your favor and for the account of the St. Johns County, Board of County Commissioners, a municipal corporation of the State of Florida ("COUNTY"), our Irrevocable Letter of Credit, No. \_\_\_\_\_ (the "Letter of Credit"), in an amount equal to \$1,000,000.00 USD (collectively, the "Letter of Credit Amount"), effective \_\_\_\_\_, 2023 and expiring on \_\_\_\_\_, \_\_\_\_ (the "Expiration Date").
2. The Letter of Credit is being issued to secure the performance by the Proposer of its obligations to the COUNTY with respect to the Franchised Residential Curbside Waste Collection Services, as set forth in the "Service", dated as of \_\_\_\_\_, 2024 (the "Service"), by and between the COUNTY and the Waste Collection Services Company.
3. We hereby irrevocably authorize you to draw on this Letter of Credit, in one or more drawings, such amounts as are authorized under the Service; provided however, in no event shall the aggregate amount of such drawing(s) exceed the Letter of Credit Amount. Such draft(s) shall be in writing and signed by your authorized representative and shall be accompanied by a completed certificate in the form attached hereto as Exhibit A (such draft accompanied by such certificate being collectively your "Draft"). The Draft(s) shall be payable by us on-sight in accordance with paragraph 4 below. Funds under this Letter of Credit are available to you against your Draft(s) (referring thereon to the number of this Letter of Credit) upon either (a) the occurrence of an Event of Default by the Waste Collection Services Company under the terms of Section \_\_\_ of the Service, and/or (b) payment of damages under Section \_\_ and/or Section \_\_\_ of the Service.
4. The Draft(s) shall be dated the date of its presentation, and shall be presented to our office located at [NAME OF BANK and ADDRESS OF BANK]. If we receive your Draft(s) at such office, in conformance with the terms and conditions hereof, on or prior to the Expiration Date, we will honor the same in accordance with the provisions hereof and your payment instructions by 5:00 P.M. EST on the next succeeding Business Day after presentation of your Draft(s). For purposes of this Letter of Credit, "Business Day" shall mean any day other than a Saturday, Sunday or public holiday under the laws of the [STATE]. If requested by you, payment under this Letter of Credit may be made by wire transfer of immediately available Federal Funds to your account in a bank on the Federal Reserve wire system or by deposit of immediately available funds into a designated account that you may establish with us. All drawings under the Letter of Credit will be paid with our own funds.
5. If a demand for payment delivered to us pursuant to the foregoing paragraph does not conform to the terms and conditions of this Letter of Credit, we will notify you of our intention to dishonor the same after presentation of the Draft(s) by 5:00 P.M. on the next succeeding Business Day. Such notice of dishonor shall be promptly confirmed by written

ST. JOHNS COUNTY SOLID WASTE ORDINANCE

Ordinance No. 2017- 39

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AN AMENDED AND RESTATED ORDINANCE OF ST. JOHNS COUNTY, FLORIDA, RELATING TO SOLID WASTE AND RECYCLABLE MATERIALS MANAGEMENT, COLLECTION, AND DISPOSAL AND ASSOCIATED REQUIREMENTS; PROVIDING A TITLE AND FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING FOR THE APPLICABILITY OF THE SOLID WASTE ORDINANCE; PROVIDING FOR FRANCHISES FOR SOLID WASTE COLLECTION BUSINESSES; PROVIDING EXEMPTIONS FROM THE FRANCHISE REQUIREMENTS; PROVIDING FOR THE GRANT OF FRANCHISES AND PERMITS; PROVIDING REGULATIONS APPLICABLE TO FRANCHISEES; PROVIDING FOR FRANCHISE FEES; PROVIDING FOR THE REVOCATION OF FRANCHISES; PROVIDING FOR PERMITS TO COLLECT, HAUL, OR DISPOSE OF SOLID WASTE; PROVIDING FOR WASTE RECEPTACLES; PROVIDING FOR THE STORAGE OF CONSTRUCTION AND DEMOLITION DEBRIS; PROVIDING FOR THE TRANSPORTATION OF SOLID WASTE AND RECYCLABLE MATERIALS; PROVIDING FOR THE MANAGEMENT AND DISPOSAL OF SOLID WASTE; PROVIDING FOR HAZARDOUS, RADIOLOGICAL, AND BIOMEDICAL WASTE; PROVIDING FOR MUNICIPAL SERVICE BENEFIT UNITS; PROVIDING FOR SPECIAL ASSESSMENTS FOR THE COLLECTION, DISPOSAL, AND RECYCLING OF RESIDENTIAL WASTE; PROVIDING FOR COUNTY WASTE DISPOSAL FEES; PROVIDING FOR VARIANCES AND WAIVERS; PROVIDING FOR SOLID WASTE RULES; PROVIDING FOR APPEALS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CONFLICTS WITH OTHER ORDINANCES; PROVIDING FOR EFFECTS ON EXISTING FRANCHISES; PROVIDING A SEVERABILITY CLAUSE; REPEALING ST. JOHNS COUNTY ORDINANCES 89-20, 92-14, 94-07, 94-47, 94-60, 97-37, 99-27, AND 06-98; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.01(1), Florida Statutes, provides that the “governing body of a county shall have the power to carry on county government,” including but not limited to the power to “[p]rovide and regulate waste and sewage collection and disposal” and the power to “[a]dopt ordinances and resolutions necessary for the exercise of its powers . . .”; and

WHEREAS, Section 403.706(1), Florida Statutes, provides that “[t]he governing body of a county has the responsibility and power to provide for the operation of solid waste disposal facilities to meet the needs of all incorporated and unincorporated areas of the county”; and

WHEREAS, pursuant to Article VIII, section 1, Florida Constitution, and Sections 125.01 and 125.66, Florida Statutes, St. Johns County has all powers of local self-government to perform county functions and to render county and municipal services in a manner not inconsistent with law and such power may be exercised by the enactment of county ordinances; and

WHEREAS, the Board of County Commissioners of St. Johns County has enacted ordinances concerning the collection, management, recycling, and disposal of Solid Waste and Recyclable Materials; and

WHEREAS, the Board now wishes to amend and restate the provisions of the County Code concerning Solid Waste and Recyclable Materials; and

WHEREAS, the Board intends to accomplish its goal by adopting an updated ordinance concerning Solid Waste and Recyclable Materials, and then repealing the County's outdated ordinances; and

WHEREAS, the Board finds that the amended and restated ordinance for Solid Waste and Recyclable Materials set forth below promotes the public health, safety, and welfare and thus is in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

**SECTION 1. TITLE AND FINDINGS OF FACT**

- A. This Ordinance shall be known as the St. Johns County Solid Waste Ordinance.
- B. The Board of County Commissioners of St. Johns County, Florida, hereby finds, determines, and declares:
  - (1) It is necessary to regulate the accumulation, collection, removal, transfer and disposal of Solid Waste within the unincorporated areas and participating municipalities of St. Johns County in order to protect the health, safety, and welfare of the citizens of the County;
  - (2) The County has constructed Solid Waste Management Facilities and implemented programs for the collection, recycling, and disposal of Solid Waste and Recyclable Materials;
  - (3) The County's facilities and programs are designed to promote recycling, eliminate illegal dumping, and ensure the environmentally-sound management of Solid Waste and Recyclable Materials;
  - (4) The existence of a Building, Dwelling Unit, Habitat, or similar improvement on Non-Exempt Residential Property indicates such property generates Solid Waste and Recyclable Materials or is capable of

generating Solid Waste and Recyclable Materials. The County has provided and will continue to provide Solid Waste and Recyclable Materials collection and disposal, services, facilities, and programs to such Non-Exempt Residential Properties within the MSBUs;

- (5) Each parcel of Non-Exempt Residential Property receives a real, substantial, and special benefit when the County provides Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs for the use of such property;
- (6) An appropriate method of managing Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs to Non-Exempt Residential Property is through the continued imposition of a non-ad valorem assessment to fund the provision of such services, facilities, and programs to those properties within the MSBUs;
- (7) The Special Assessments provide a means whereby all benefitted Non-Exempt Residential Property pays its fair share of the County's Solid Waste Cost, which includes the costs of providing Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs for the use of such Non-Exempt Residential Property;
- (8) The imposition of annual solid waste assessments is an equitable and efficient method of allocating and apportioning the County's costs for Solid Waste Management Facilities, programs, and services among the parcels of Non-Exempt Residential Property that benefit from the County's Solid Waste facilities, programs, and services;
- (9) The Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs furnished or made available by the County provide a special benefit and possess a logical relationship to the use and enjoyment of Non-Exempt Residential Property because they: (a) enable the owners and occupants of Non-Exempt Residential Property to properly, safely, and cost-effectively provide for the collection, recycling, and disposal of the Solid Waste and Recyclable Materials generated on

such property; (b) provide better service to the owners and occupants of such property; (c) enhance the environmentally-responsible use of such property; (d) protect the property values of Non-Exempt Residential Property; and (e) protect the health, safety, and welfare of the owners and occupants of Non-Exempt Residential Property;

- (10) The provision of comprehensive Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs furnished by or through the County to Non-Exempt Residential Property enhances and strengthens the relationship of such facilities, services, and programs to the use and enjoyment of the Non-Exempt Residential Property within the MSBUs;
- (11) The size and value of Non-Exempt Residential Property does not determine the scope and cost of Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs to be provided to such property. Rather, each residence, Dwelling Unit, and Habitat is reasonably expected to annually generate a similar amount of Solid Waste and Recyclable Materials, which the County's Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs must be available to manage;
- (12) Accordingly, apportioning the Solid Waste Cost to Non-Exempt Residential Property within the MSBUs on a per residence, Dwelling Unit, and Habitat basis is a fair and reasonable method of apportioning the Solid Waste Cost because the use of Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs is driven by the existence of residences, Dwelling Units, and Habitats; the average occupant population of said residences, Dwelling Units, and Habitats; and the amount of waste that is generated each year by said residences, Dwelling Units, and Habitats;
- (13) The County provides and budgets for adequate Solid Waste and Recyclable Materials collection and disposal services, facilities, and

programs to comply with state mandates, permit requirements, and existing environmental laws;

- (14) Given the widely varying Solid Waste generation rates and collection procedures for Commercial Property and for certain exempt classes of Residential Property, it is not practicable or appropriate to impose the Special Assessments on the owners and occupants of such properties;
- (15) The fees, charges, and non-ad valorem Special Assessments authorized and levied pursuant to this Ordinance are necessary to enable the County to provide Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs for Non-Exempt Residential Property, including properties within the unincorporated areas of the County and properties within the incorporated areas of the participating municipalities located within the County's boundaries, and are not levied or charged for the purpose of raising general revenue, but will be used solely to pay the costs and debt service incurred by the County to provide the Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs to such to Non-Exempt Residential Property;
- (16) The areas provided with Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs by the County and subject to the Special Assessments may include incorporated areas provided these incorporated municipalities consent to such inclusion by passage of an ordinance;
- (17) The Special Assessments to be imposed pursuant to this Ordinance shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act;
- (18) The Special Assessments to be imposed pursuant to this Ordinance are imposed by the Board, not the Property Appraiser or Tax Collector, and therefore the duties of the Property Appraiser and Tax Collector under the Uniform Assessment Collection Act are ministerial;

- (19) It is desirable to alleviate the potential economic burden of the Special Assessments on those individuals that are unable to pay the Special Assessments without suffering serious financial hardship;
- (20) A public purpose is served when the Special Assessments for Non-Exempt Residential Property are paid from the County's general revenue fund in those instances where the Board concludes that the owner of the Non-Exempt Residential Property would suffer serious financial hardship if required to pay the Special Assessments;
- (21) Indiscriminate littering and illegal dumping of solid or liquid wastes are harmful to the environment and a blight on the landscape; and
- (22) The County's use of Franchises under this Ordinance is intended to continue and enhance the Franchise (licensing) program that has been in effect in the County for many years (i.e., prior to May 1, 1998).

**SECTION 2. DEFINITIONS AND INTERPRETATION**

A. When used in this Ordinance, the following words and terms shall have the meanings set forth below:

“Annual Assessment Resolution” means the resolution described in Section 17, below, approving the rate of the Special Assessments and approving an Assessment Roll for a specific Fiscal Year.

“Assessment Roll” means the Special Assessments roll relating to the Special Assessments approved by an Annual Assessment Resolution pursuant to Section 17, below.

“Biomedical Waste” means any solid waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste that contains human-disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Florida Department of Health represent a significant risk of infection to persons outside the generating facility. The term does not include human remains that are disposed of by persons licensed under Chapter 497, Florida Statutes.

“Board” means the Board of County Commissioners of St. Johns County, Florida.

“Building” means any Structure, either temporary or permanent, having a roof impervious to weather and used or built for the shelter or enclosure of persons, animals, chattels, or property of any kind. This definition shall include tents, awnings, cabanas, or vehicles situated on private property and serving in any way the function of a Building, but does not include screened enclosures not having a roof impervious to weather.

“Bulky Waste” means any large discarded item that is generated by normal housekeeping activities on Residential Property, but cannot be placed in a Garbage Can or Garbage Cart because of the item’s size, shape, or weight. Bulky Waste includes sofas, furniture, mattresses, and White Goods. Bulky Waste does not include Construction and Demolition Debris, Yard Waste, or Land Clearing Debris.

“Clerk” means the Clerk of the Board.

“Collection Assessment” means the non-ad valorem Special Assessment levied against Non-Exempt Residential Property within the MSBUs to fund the Solid Waste Cost of providing, operating, and maintaining the collection services, programs, and facilities that are used for Residential Waste and made available for the use of such Non-Exempt Residential Property.

“Commercial Customer” means each Franchisee, each municipality engaged in the collection of Commercial Waste, and each business within the County, respectively, that disposes of Solid Waste at a County Landfill.

“Commercial Property” means real property that is located within the MSBUs, but not classified as Residential Property. Commercial Property includes but is not limited to property used primarily for: (1) commercial purposes, such as offices, hotels, motels, stores, restaurants, theaters, and service stations; (2) manufacturing or industrial purposes; or (3) institutional purposes, such as governmental offices, churches, hospitals, and schools. Vacant land, which is not classified as Improved Property, shall be deemed to be Commercial Property for the purposes of this Ordinance. Commercial Property also shall be deemed to include Exempt Residential Property.

“Commercial Waste” means Solid Waste that is generated on Commercial Property.

“Construction and Demolition Debris” means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a Structure as part of a construction or demolition project or from the renovation of a Structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of Structures at a site remote from the construction or demolition project site. Mixing of Construction and Demolition Debris with other types of Solid Waste will cause the resulting mixture to be classified as other than Construction and Demolition Debris. The term also includes:

- (1) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- (2) Except as provided in Section 403.707(9)(j), Florida Statutes, yard trash and unpainted, non-treated wood scraps and wood pallets from sources other than construction or demolition projects;
- (3) Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of Construction and Demolition Debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and
- (4) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

“County” means, depending on the context, either (1) the unincorporated area of St. Johns County, Florida, or (2) the government of St. Johns County, acting through the Board or the Board’s designees.



“County Administrator” means the County’s chief administrative officer or his/her designee.

“County Landfill” means the County’s Solid Waste Management Facilities, including but not limited to landfills, Transfer Stations, and recycling centers.

“CPI” means the consumer price index published by the United States Department of Labor, Bureau of Labor Statistics, or successor agency, for All Urban Consumers, Area-South Urban, Item-all items, Base period 1982-84=100. For reference purposes, the CPI for the month of February 2005 was 184.7.

“Division” means the County’s Solid Waste Division.

“Disposal Assessment” means the non-ad valorem Special Assessment levied against Non-Exempt Residential Property within the MSBUs to fund the Solid Waste Cost of providing, operating, maintaining the County’s Solid Waste Management Facilities, and closing sufficient parts or portions of County Landfills to be available for the transfer and/or disposal of Residential Waste that is, or is reasonably anticipated to be, generated by, on, or at such Non-Exempt Residential Property.

“Dwelling” means any Building or part thereof, occupied in whole or in part, as the residence or living quarters of one or more people, permanently or temporarily, continuously or transiently, with cooking facilities.

“Dwelling Unit” means a room or rooms connected together, constituting a separate, independent housekeeping establishment for a family, for owner occupancy or rental or lease on a weekly, monthly, or longer basis, and physically separated from any other rooms or Dwelling Units that may be in the same Structure, and containing sleeping facilities and cooking facilities.

“Economically Disadvantaged Person” means an individual who will suffer a serious financial hardship if required to pay the Special Assessments.

“Electrical Service” means the initial connection of electrical power to any permanent power panel serving a Building or manufactured or mobile home for which a Building permit or permit for manufactured or mobile home installation has been obtained.

“Exempt Residential Property” means Residential Property, or a portion thereof, that is exempt from the levy of Special Assessments pursuant to Section 17 of this Ordinance.

“Fiscal Year” means the period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the County.

“Franchise” means a license that is granted by the Board and authorizes a Person to engage in the business of collecting and transporting Solid Waste within the County. A Franchise is subject to the provisions of this Ordinance and the terms and conditions contained in the written Franchise agreement (contract) between the County and the Franchisee.

“Franchisee” means a Person that has been granted a Franchise.

“Garbage” means 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.

“Garbage Can” means a container that is: (1) made of light gauge steel, galvanized metal, heavy-duty hard plastic, or other impervious material; (2) built with a maximum rated capacity of approximately thirty-five (35) gallons; and (3) designed for the storage and manual collection of Garbage and Rubbish.

“Garbage Cart” means a cart that is: (1) made with heavy-duty hard plastic or other impervious material; (2) mounted on two wheels; (3) equipped with a tight-fitting hinged lid; (4) typically not less than thirty (30) gallons nor more than one hundred (100) gallons in rated capacity; and (5) designed for the automated or semi-automated collection of Garbage and Rubbish.

“Gross Revenues” means the total cumulative revenues received for Solid Waste services rendered under a Franchise, including but not limited to the rental of equipment (e.g., Mechanical Containers) and the collection and transportation of Solid Waste. Fees charged and collected solely for the purpose of paying the County’s Franchise fees are not an element of Gross Revenues.

“Habitat” shall mean any improvement that has been constructed to allow the placement and occupancy of a manufactured or mobile home or other Structure, shelter, or

vehicle as a residence, Dwelling, or Dwelling Unit, whether temporary or permanent, for humans.

“Hazardous Waste” means 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. The term does not include human remains that are disposed of by persons licensed under Chapter 497, Florida Statutes.

“Improved Property” means real property that is located within the MSBUs and upon which: (1) there is a Building, Dwelling Unit, Habitat or Structure for which an application for a certificate of occupancy has been filed with the County; (2) there is a Building, Dwelling Unit, or Structure for which a certificate of occupancy or comparable permit has been issued; or (3) there is a habitable Building, Dwelling Unit, or Structure used or previously used for residential, commercial, or industrial purposes, whether currently occupied or not.

“Independent Hauler” means an existing Franchisee that collects Residential Waste from fewer than one hundred (100) Dwelling Units.

“Industrial Waste” means Solid Waste generated by manufacturing or industrial processes that is not a Hazardous Waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products or byproducts; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing, transportation equipment; and water treatment. This term does not include mining waste or petroleum-based oil and gas waste.

“Land Clearing Debris” means rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project. Land Clearing Debris does not include vegetative matter from lawn or landscape maintenance, or right-of-way or easement maintenance.

“Materials Recovery Facility” means 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.

“Mechanical Container” means a dumpster, compactor, roll-on/roll-off container, or other large container that is dropped-off and picked up with mechanical means and used for the collection of Residential Waste, Commercial Waste, or Construction and Demolition Debris.

“Municipal Service Benefit Unit” and “MSBU,” whether used in the singular or plural, mean the municipal service benefit units, or either of them, that were created by Ordinance 89-20 and Ordinance 94-07 and then continued and incorporated into this Ordinance, the boundaries of which are the boundaries of the unincorporated lands of St. Johns County, Florida, and the boundaries of each municipality within the County that consents to inclusion by ordinance.

“Non-Exempt Residential Property” means Residential Property, or a portion thereof, upon which the Special Assessments are charged, assessed, or levied pursuant to this Ordinance.

“Ordinance” means this St. Johns County Solid Waste Ordinance.

“Person” means any and all persons, natural or artificial, including but not limited to any individual, firm, or association; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any county of the State of Florida; and any governmental agency of the State of Florida or the Federal Government.

“Premises” means Improved Property.

“Property Appraiser” means the Property Appraiser of St. Johns County, Florida.

“Receptacle” means Garbage Cans and Garbage Carts.

“Recovered Materials” means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated 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 the term does not include materials destined for any use that constitutes disposal. Recovered Materials as described herein are not Solid Waste.

“Recovered Materials Processing Facility” means a facility engaged solely in the storage, processing, resale, or reuse of Recovered Materials. Such a facility is not a Solid Waste Management Facility if it meets the conditions of Section 403.7045(1)(e), Florida Statutes.

“Recycle Assessment” means the non-ad valorem Special Assessment levied against Non-Exempt Residential Property within the MSBUs to fund the Solid Waste Cost of providing, operating, and maintaining the recycling services, programs, and facilities that are used for Residential Waste and made available for the use of such Non-Exempt Residential Property.

“Recyclable Materials” means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Solid Waste.

“Recycling Container” means a bin or cart designed and used for the collection and storage of Recyclable Materials.

“Residential Customer” means a Person that owns or occupies Residential Property, or acts on behalf of such Person, when Residential Waste generated or produced on such Residential Property is disposed of at a County Landfill. Residential Customer shall also mean, when the context permits, a Person that owns or occupies Non-Exempt Residential Property.

“Residential Property” means real property located within the MSBUs that is used or designed for use as a residence, Dwelling, or Habitat by one or more people, whether such property is occupied or not, and regardless of whether such property is accessed by public or private street, road, or right-of-way. Residential Property shall include, but not be limited to: single family residences; real property improved to accommodate manufactured or mobile homes and the manufactured or mobile homes, if any, located thereon, whether such manufactured or mobile homes are registered as vehicles or assessed as real property; duplex homes; triplex homes; quadriplex homes; quintex homes; apartment Buildings; time-share Buildings, townhouses; condominium Buildings; and Improved Property occupied as a residence, Dwelling, or Habitat, even if such property is zoned for commercial uses or mixed uses.

“Residential Waste” means Garbage, Rubbish, Yard Waste, Bulky Waste, and Recyclable Materials that are generated on Residential Property. Residential Waste does not

include: Sludge; Industrial Waste; Construction and Demolition Debris; Hazardous Waste; Biomedical Waste; Land Clearing Debris; trash and debris associated with farming operations; radiological waste; Waste Tires; or wrecked, scrapped, ruined, or dismantled vehicles, boats, or aircraft, or their parts.

“Rubbish” means waste material, other than Garbage and Yard Waste, that is relatively small or lightweight and results from normal housekeeping activities. Rubbish includes but is not limited to discarded paper, sweepings, dust, rags, bottles, cans, and other similar wastes.

“Sludge” means 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 waste disposal appurtenances.

“Solid Waste” means 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, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered Materials are not Solid Waste.

“Solid Waste Cost” means the amount necessary to fund the County’s collection and disposal of Solid Waste and the recycling activities for Recyclable Materials that are allocable to Non-Exempt Residential Property and shall include, but not be limited to:

- (1) The cost, whether direct or indirect, of all services, programs, or facilities provided by the County, or through contractual arrangements with the County, relating to Solid Waste and Recyclable Materials collection and disposal activities;
- (2) The cost of any indemnity or surety bonds and premiums for insurance;
- (3) The cost of salaries, volunteer pay, workers’ compensation insurance, or other employment benefits;
- (4) The cost of computer services, data processing, and communications;

- (5) The cost of training, travel, and per diem;
- (6) The recovery of unpaid or delinquent fees or charges advanced by the County and due for Solid Waste and Recyclable Materials collection and disposal services, facilities, or programs allocable to specific parcels;
- (7) The cost of engineering, financial, legal, or other professional services;
- (8) All costs associated with the structure, implementation, collection, and enforcement of the Special Assessments or prior year's charges, plus accumulated interest and reasonable administrative and collection costs for a comparable service, facility, or program, including any service charges of the County, Tax Collector, or Property Appraiser;
- (9) All other costs and expenses necessary or incidental to the acquisition, provision, or delivery of the services, facilities, or programs funded by the Special Assessments, and such other expenses as may be necessary or incidental to any related financing authorized by the Board;
- (10) A reasonable amount for contingency and anticipated delinquencies and uncollectible Special Assessments; and
- (11) Reimbursement to the County or any other Person for any monies advanced for any costs incurred by the County or such Person in connection with any of the foregoing items.

“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.

“Special Assessments” means the special non-ad valorem assessments levied against Non-Exempt Residential Property within the MSBUs pursuant to this Ordinance. The Special Assessments are comprised of the Collection Assessment, the Disposal Assessment, and the Recycle Assessment.

“Special Waste” means Solid Wastes that can require special handling and management, including, but not limited to, White Goods, Waste Tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, yard trash, and biological wastes.

“Stratton Road Transfer Station” means the Transfer Station (i.e., County Landfill) that is located west of U.S. Highway 1 (U.S. 1) and adjacent to Stratton Road.

“Structure” means a walled and roofed Building that is principally above ground, including screened enclosures, a manufactured or mobile home, a gas or liquid storage tank, or other manmade facilities or infrastructures, including but not limited to towers, smokestacks, utility poles, and overhead transmission lines.

“Tax Collector” means the Tax Collector of St. Johns County, Florida.

“Tillman Ridge Landfill” means the County Landfill that is located west of Interstate 95 (I-95) and adjacent to Allen Nease Road.

“Tipping Fees” means the fees and service charges, other than the Special Assessments, that are paid to the County for receiving and disposing of Solid Waste at a County Landfill.

“Transfer Station” means a site the primary purpose of which is to store or hold Solid Waste for transport to a processing or disposal facility.

“Uniform Assessment Collection Act” means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

“Waste Tire” means a tire that has been removed from a motor vehicle and has not been retreaded or regrooved. Waste Tire includes used tires and processed tires, but does not include solid rubber tires and tires that are inseparable from the rim.

“White Goods” means discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

“Yard Waste” means small pieces of vegetative matter resulting from landscaping and yard maintenance operations, including but not limited to limbs, bushes, leaves, and grass



clippings. Yard Waste does not include Land Clearing Debris or any piece of vegetative matter that weighs more than fifty (50) pounds or is more than six (6) feet in length.

B. This Ordinance shall be interpreted in compliance with the other provisions of the St. Johns County Code.

C. If any word or phrase is defined both in this Ordinance and Section 403.703, Florida Statutes, the word or phrase shall be construed in a manner that is not inconsistent with the definition in Section 403.703, Florida Statutes. With regard to words or phrases that are not defined herein, the definitions in Section 403.703, Florida Statutes, shall supplement the definitions in this Ordinance.

D. Unless expressly stated otherwise, any reference in this Ordinance to any state or federal statute, or any other County ordinance, shall mean as that statute or ordinance may be amended from time to time.

### **SECTION 3. APPLICABILITY**

This Ordinance shall apply to and be in effect in the unincorporated areas of St. Johns County, Florida and the incorporated areas of each municipality that is made a part of the MSBUs pursuant to this Ordinance.

### **SECTION 4. FRANCHISE REQUIRED FOR SOLID WASTE COLLECTION BUSINESS**

It shall be unlawful for any Person to engage in the business of, or to receive money or other consideration for, collecting or transporting Solid Waste from any real property in the County, unless (a) the Person has received a Franchise from the County in accordance with this Ordinance or (b) such activity is exempt from the requirement to receive a Franchise pursuant to Section 5, below.

### **SECTION 5. EXEMPTIONS FROM FRANCHISE REQUIREMENT**

A Franchise is not required under this Ordinance when a Person collects or transports: (a) Land Clearing Debris; (b) trash and debris associated with farming operations; (c) Hazardous Waste; (d) radiological waste; (e) Biomedical Waste; (f) wrecked, scrapped, ruined, or dismantled vehicles, boats, aircraft, or their parts; (g) Recovered Materials; or (h) Solid Waste

generated by the Person's own activities on their own property. A Franchise also is not required when a municipality or public agency collects or transports Solid Waste.

**SECTION 6. GRANT OF FRANCHISES**

A. The Board may grant a Franchise to a qualified applicant for the right to collect and transport Solid Waste in the County. Each Franchise shall be subject to such terms and conditions as the Board deems necessary and desirable for the protection of the public health, safety, and welfare. Each Franchise and associated Franchise agreement shall be approved by resolution of the Board at a duly noticed public meeting.

B. Each Person seeking a Franchise to collect or transport Solid Waste within the County shall submit an application to the County and provide the County with satisfactory evidence of the following:

- (1) The applicant has the experience, personnel, equipment, and resources necessary to provide the proposed collection and transportation services in compliance with the requirements in this Ordinance.
- (2) The applicant will comply with all applicable local, state, and federal laws.
- (3) The applicant will obtain and maintain insurance in the form and the amount prescribed by the Board.
- (4) The applicant will indemnify, defend, and hold harmless the County for the applicant's actions and inactions under the Franchise.
- (5) In the case of an exclusive Franchise, the applicant will provide a letter of credit, bond, or other surety to ensure the applicant's faithful performance and payment under the Franchise.
- (6) The applicant will comply with the terms and conditions in the County's Franchise agreement.
- (7) The award of a Franchise to the applicant will be in the public interest.

C. The County Administrator shall prescribe application forms for any Person that wishes to become a Franchisee. Among other things, the application forms may require the applicant to provide: (1) documents identifying the applicant's owners, officers, and agents; (2)

documents demonstrating that the applicant is authorized to do business in Florida; (3) a certified audited financial statement or such financial data as the County Administrator may require to evaluate the financial assets and stability of the applicant; (4) performance or payment bonds; (5) insurance; (6) information concerning the applicant's prior experience and performance; (7) information concerning prior civil, criminal, and administrative cases involving the applicant; and (8) any other relevant information deemed necessary to fully advise the Board of the applicant's qualifications and ability to perform in compliance with the requirements in this Ordinance.

D. Each application for a Franchise shall be approved or denied by the Board. When deciding whether to grant or deny an application for a Franchise, the Board shall consider and apply the criteria in Sections 6.B and 6.C, above.

E. The Board shall have the authority to grant exclusive and non-exclusive Franchises. Accordingly, the Board may grant a Franchise that gives one Person the exclusive right to collect and transport one or more specific types of Solid Waste. The exclusive rights under the Franchise may be limited to one geographical area or may extend to the entire County. Similarly, the Board may grant non-exclusive Franchises that allow more than one Person to collect or transport one or more specific types of Solid Waste. The non-exclusive rights under the Franchise may be limited to one geographical area or may extend to the entire County. Unless the Board adopts a resolution providing otherwise, the Board shall grant exclusive Franchises for the collection of Residential Waste, non-exclusive Franchises for the collection of Commercial Waste, and non-exclusive Franchises for the collection of Construction and Demolition Debris. The Board may limit the number of exclusive and non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

F. The term of an exclusive Franchise shall not exceed seven (7) years. The term of a non-exclusive Franchise shall not exceed three (3) years, unless the Board approves a longer term by resolution. The term of each non-exclusive Franchise shall expire on June 30th.

G. Notwithstanding anything to the contrary in Section 6.F, above, the Board may renew or extend the term of any Franchise by resolution.

H. An application for a new Franchise may be submitted to the County Administrator at any time. An application for the renewal of a non-exclusive Franchise shall be submitted

between April 1 and June 1, prior to the expiration date of the existing non-exclusive Franchise agreement, unless a different schedule is authorized by resolution of the Board. An application for the renewal of an exclusive Franchise shall be submitted in compliance with the deadlines set forth in the exclusive Franchise agreement; however, if there are no deadlines specified in the Franchise agreement, the application for renewal of an exclusive Franchise shall be submitted in compliance with the deadlines set forth herein for the renewal of a non-exclusive Franchise.

I. The submittal of a timely and complete renewal application shall extend an existing non-exclusive Franchise until the Board approves or denies the renewal application. If a Franchisee fails to submit a timely and complete renewal application, the Franchisee shall forfeit its ability to renew the existing Franchise and must submit an application for a new Franchise.

J. In any renewal application, the Franchisee shall verify and demonstrate that the Franchisee is in compliance with the requirements in this Ordinance and the Franchise agreement.

K. Application fees, renewal application fees, vehicle registration fees, and other reasonable administrative fees may be established by the County Administrator. All such fees must be approved by resolution of the Board before they are collected.

L. No Franchise issued by the County for the collection and/or transportation of Solid Waste shall have or represent any monetary value or property interest, insofar as the County is concerned. The issuance of a Franchise shall not constitute a bar to the cancellation, revocation, termination, or acquisition of the Franchise by the County, by lawful means, without compensation to the Franchisee.

#### **SECTION 7. REGULATIONS APPLICABLE TO FRANCHISEES**

A. It shall be unlawful for any Franchisee to collect any type of Solid Waste (1) in any location that is not included in the Franchisee's service area or (2) that is not authorized in the Franchise, unless the collection of such waste is exempt from the requirement to obtain a Franchise. However, upon joint application of two or more Franchisees and for good cause shown, the Board may authorize the provision of services across service areas, provided that such authorization does not result in an increase in any collection rates or charges within the affected areas.

B. Each Franchisee shall comply with the following requirements:

- (1) When collecting or transporting Solid Waste or Recyclable Materials in the County, each of the Franchisee's employees shall wear a company shirt or uniform, which shall display the Franchisee's name or logo in a conspicuous place.
- (2) All vehicles and Mechanical Containers used by the Franchisee for the collection or transportation of Solid Waste or Recyclable Materials in the County shall be marked on each side with the name and phone number of the Franchisee and the markings shall be a minimum of three (3) inches in height.
- (3) All vehicles, Mechanical Containers, Receptacles, and other containers used by a Franchisee for collecting or transporting Solid Waste or Recyclable Materials shall be totally enclosed or securely covered in a manner that effectively prevents the escape of any materials when transporting the Solid Waste or Recyclable Materials within the County.
- (4) Each vehicle used for collecting or transporting Solid Waste or Recyclable Materials in the County shall be maintained in good, clean, and safe operating condition.
- (5) On or before July 1 of each year, each Franchisee shall provide the County with a current list of all vehicles used to collect or transport Solid Waste or Recyclable Materials in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Franchisee's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Franchisee in the County.

- (6) Each Franchisee shall immediately clean-up and lawfully dispose of any Solid Waste, Recyclable Materials, or liquids spilled by the Franchisee. Upon completion of the clean-up, the Franchisee shall prepare a written report that identifies the location and type of spill, and the corrective action taken. The report shall be submitted to the Division within two business days after the spill.
- (7) All Solid Waste collected pursuant to an exclusive Franchise shall be recycled or disposed of at a County Landfill or other Solid Waste Management Facility designated in the exclusive Franchise agreement.
- (8) All Solid Waste collected pursuant to a non-exclusive Franchise shall be recycled or disposed of at a Solid Waste Management Facility that is properly licensed to receive such waste.

C. Each exclusive Franchisee shall maintain an office within the County. The office shall be open to the public, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except on holidays declared by the federal government or the State of Florida. The office shall be staffed by personnel who are capable of accepting calls from customers and answering questions relating to the Franchisee's services and duties.

D. The transfer of a Franchise (e.g., by transfer of ownership, transfer of corporate shares, or any other means to effect a change in the ownership structure or control of the Franchisee) shall be effective only if such transfer is approved by the Board. For the purposes of this Section 7.D, the transfer of shares of a publicly held Franchisee shall not be deemed a transfer unless the majority or controlling interest of the Franchisee is affected thereby. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required in an application for a new Franchise and shall include the current Franchisee's written consent to the transfer and the proposed transferee's written stipulation that the transferee will comply with all of the terms and conditions applicable to the current Franchisee. The application shall be granted or denied by the Board, based on the criteria set forth in Sections 6.B and 6.C, above.

E. When requested by the County Administrator, an exclusive Franchisee shall file a financial report on forms and in such detail as prescribed by the Clerk. The report shall identify

whether, and the extent to which, the Franchisee is obligated to pay Franchise fees to the County for the work performed under the exclusive Franchise. All such reports shall be accompanied by a certified financial statement rendered by a certified public accountant that is licensed to do business in Florida. The report shall be submitted to the County within one hundred twenty (120) days following the County Administrator's request. The County Administrator may, upon written request and a showing of good cause by the Franchisee, extend the time for performance under this Section 7.E.

F. Within one hundred twenty (120) days following (1) the expiration of the initial term of a non-exclusive Franchise agreement, (2) the expiration of any renewal term of a non-exclusive Franchise agreement, and (3) the termination of a non-exclusive Franchise agreement, the non-exclusive Franchisee shall file a certified audit concerning the Gross Revenues collected by the Franchisee as a result of the Franchisee's operations under its Franchise. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting practice or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County Administrator may, upon application and a showing of good cause, extend the time for performance under this Section 7.F.

G. The County shall be given access at all reasonable hours to the Franchisee's places of business and its records relating to the accumulation, collection, transportation, and disposal of Solid Waste from properties within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee, Tipping Fee, or other charge payable to the County pursuant to this Ordinance or to verify any information provided by the Franchisee pursuant to this Ordinance. The Franchisee shall keep and maintain all such records for the term of the Franchise and for at least three (3) years after the expiration or termination of the Franchisee's Franchise.

H. Each report, audit, and payment required under this Ordinance shall be timely submitted by each Franchisee. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of the Franchise agreement. Any late payment of Franchise fees due under the Franchise agreement or this Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

I. If a Franchisee fails or refuses to conduct its operations in accordance with any of the terms of its Franchise agreement, this Ordinance, or any resolution, rule, or regulation promulgated hereunder, the Board may take any and all lawful actions to cause the Franchisee to comply with the pertinent requirement. Without in any way limiting the foregoing, the Board may investigate and address: (1) a Franchisee's compliance or noncompliance with the County's requirements; (2) a Franchisee's routes, scheduling, vehicles, physical plant, and equipment; and (3) any other matters affecting the public welfare. The Board may hold a hearing pursuant to Section 9, below, and enter such orders as the Board deems appropriate and in the public interest.

J. Notwithstanding anything to the contrary contained in this Ordinance, the requirements of Section 7.K, below, shall govern and apply to Independent Haulers. Section 6.B(5) (Financial Assurance), Section 7.C (Offices), and Sections 7.E and 7.F (Financial Reports) of this Ordinance shall not apply to Independent Haulers. All other requirements in this Ordinance that do not conflict with the provisions of Section 7.K, below, shall apply to Independent Haulers.

K. Each Independent Hauler shall comply with the following requirements:

- (1) A Person must receive a Franchise from the Board to become an Independent Hauler. The term of such Franchise shall not exceed three (3) years.
- (2) On or before October 1st of each year, each Independent Hauler shall submit an affidavit to the County Administrator that identifies: (a) all of the Independent Hauler's current customers in the County; (b) each Person that received service from the Independent Hauler pursuant to the Franchise during the preceding twelve (12) months; and (c) the Gross Revenues received by the Independent Hauler for collecting Residential Waste and, if authorized, Commercial Waste, within the County during the preceding twelve (12) months.
- (3) Each Independent Hauler shall continuously maintain a mailing address and a working telephone number where citizens may contact the Independent Hauler. Each Independent Hauler shall provide the County Administrator with its mailing address and telephone number before the



Independent Hauler commences operations under its Franchise, and shall notify the County Administrator within one (1) business day after making any change to its mailing address or telephone number. At a minimum, the telephone number maintained by the Independent Hauler must be connected to an answering machine, recorder, or other device that accepts and records all calls relating to the Independent Hauler's services and duties. The Independent Hauler shall respond to each call and letter within one business day after the Independent Hauler receives the call or letter. Each Independent Hauler also shall maintain a log that summarizes each complaint it receives, and describes how and when each complaint is resolved.

- (4) Each Independent Hauler shall continuously maintain vehicular insurance in the form and amount required by Florida law. Upon the request of the County Administrator, an Independent Hauler shall provide proof to the County Administrator of such insurance for each vehicle used by the Independent Hauler in its Solid Waste collection business.
- (5) An Independent Hauler shall not transfer or assign their Franchise to any other Person without prior Board approval.

#### **SECTION 8. FRANCHISE FEES**

A. Franchise fees shall be paid to the County pursuant to the County's non-exclusive Franchise agreements. Except as otherwise provided herein, each Person holding a non-exclusive Franchise shall pay Franchise fees to the County for (1) administering and enforcing the County's Franchises and other regulations for the safe and proper handling of Solid Waste, (2) the privilege of collecting Solid Waste in the County as a business, (3) the privilege of using the public right-of-way and other thoroughfares of the County for the collection and transportation of Solid Waste pursuant to their Franchise; and (4) the other rights and benefits conferred upon the Franchisee under the Franchise Agreement.

B. Each Franchisee shall pay and the County shall collect: (1) a Franchise fee equal to ten percent (10%) of the Gross Revenues received by the Franchisee for the collection and transportation of Construction and Demolition Debris pursuant to a non-exclusive Franchise; and

(2) a Franchise fee equal to five percent (5%) of the Gross Revenues received by the Franchisee for the collection and transportation of Commercial Waste, Industrial Waste, and other types of Solid Waste (except Construction and Demolition Debris) pursuant to a non-exclusive Franchise.

C. A Franchisee is not obligated to pay to the County any Franchise fee based on the Gross Revenues received by the Franchisee for the collection and transportation of Residential Waste pursuant to an exclusive Franchise.

D. Franchise fees shall be paid to the County on a quarterly or more frequent basis. The frequency of, and the deadline for, payment of the Franchise fees shall be established in the Franchise agreement.

E. The amount or percentage of the Franchise fees may be changed by resolution of the Board. The Board also may change the types of Solid Waste that are subject to the Franchise fees.

#### **SECTION 9. REVOCATION OF FRANCHISES**

A. The Board may revoke any Franchise and terminate any Franchise agreement if the Franchisee:

- (1) Fails or refuses to comply with any lawful order of the Board entered after a public hearing;
- (2) Charges or collects any rate, fee, or charge not provided for in the Franchise agreement or in excess of an amount authorized by the Board;
- (3) Violates or fails to comply with any provision of the County's ordinances, or the rules and regulations promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates the provisions of its Franchise agreement, or any state or federal law relating to the collection and disposal of Solid Waste;
- (4) Fails to timely submit any report, information, or fee required by this Ordinance or the Franchise agreement;
- (5) Submits false or misleading information to the County concerning or related to this Ordinance or the Franchise; or

- (6) Abandons, fails, or refuses to perform the services required by this Ordinance or the Franchise agreement.

B. If the County Administrator concludes a Franchisee is in violation of any of the terms of its Franchise agreement, this Ordinance, or any resolution, rule, or regulation promulgated hereunder, the County Administrator shall notify the Franchisee by certified mail of the reasons why the Franchisee is considered to be in violation and shall provide at least seven (7) days thereafter for the Franchisee to comply with the pertinent requirement. If the Franchisee fails to comply within the specified time, the Board shall conduct a hearing concerning the Franchisee's failure to comply. The Franchisee shall be given notice at least seven (7) days prior to the hearing. The Franchisee shall be given an opportunity at the hearing to testify, present evidence, and otherwise demonstrate why the Franchise should not be revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution: (1) revoking and terminating the Franchise; (2) requiring the Franchisee, within a time certain, to perform the tasks necessary to comply with the terms of the Franchise agreement; or (3) imposing such other requirements as the Board deems appropriate under the circumstances.

C. If a Franchisee fails to comply with its obligations under this Ordinance or its Franchise agreement because of a force majeure event, act of God, or other catastrophic and unavoidable circumstance, such failure shall not be grounds for revocation of the Franchise, provided that the cause for such noncompliance is capable of being fixed, remedied, and corrected within a reasonable time and, provided further that the Franchisee has timely commenced all actions reasonably necessary to comply with its obligations and is diligently proceeding toward such compliance.

D. In all cases where the Board initiates a public hearing resulting in a finding that a Franchisee is in violation of one or more provisions of this Ordinance or the Franchise agreement, the Franchisee shall pay all reasonable costs incurred by the County pertaining to such hearing and finding. All such costs shall be documented by the County and billed to the Franchisee. The Franchisee shall pay such costs within thirty (30) days after receiving the County's bill.

E. Appeals from final orders and decisions rendered by the Board shall be commenced in the manner provided in Section 21.B, below.

**SECTION 10. PERMITS TO COLLECT, HAUL, OR DISPOSE OF SOLID WASTE**

The Board may, by resolution adopted after a duly noticed public hearing, require a Person to obtain a permit before such Person may collect, haul, or dispose of Solid Waste that is not subject to or governed by a then-existing Franchise. The Board also may establish and collect fees for the issuance of such permit. The Board may revoke any such permit for any of the reasons, and pursuant to the procedure, set forth in Section 9, above.

**SECTION 11. WASTE RECEPTACLES**

A. Each owner of Residential Property that is serviced by a Franchisee shall provide, or ensure that the occupants of such property provide, a sufficient number of Receptacles for the containment of all Garbage and Rubbish generated on the property and a sufficient number of Recycling Containers for the containment of all Recyclable Materials generated on the property.

B. Each Receptacle shall be water tight, with a secure lid or cover, and free from sharp edges or inside projections that will prevent the discharge of its contents.

C. An owner or occupant of Residential Property shall not overload any Garbage Can that is set out for collection by a Franchisee. The Garbage Can and its contents together shall not weigh more than fifty (50) pounds.

D. An owner or occupant of Residential Property may use unbroken, heavy-duty plastic bags to enclose their Residential Waste when their Receptacles are full. Plastic bags shall not exceed thirty (30) gallons in capacity.

E. If the County or a Franchisee provides a Garbage Cart to a Person for the collection of Residential Waste or a Recycling Container for the collection of Recyclable Materials, that Person shall, if possible, place all of their Garbage and Rubbish in the Garbage Cart and all of their Recycling Materials in the Recycling Container.

F. An owner or occupant of Residential Property shall not set out for collection a tree or other piece of vegetative waste (e.g., Land Clearing Debris) that is more than six (6) feet in length or fifty (50) pounds in weight, unless the County or the exclusive Franchisee serving such property agrees in advance to collect such material.

G. If an owner or occupant of Residential Property wishes to dispose of Bulky Waste, the owner or occupant shall call the Franchisee serving the Person's Residential Property

and arrange for the collection of the Bulky Waste. The Bulky Waste shall not be placed at the curb or roadside more than twenty-four (24) hours before the Bulky Waste is scheduled to be collected.

H. Each owner and occupant of Improved Property in the County shall place all of the Solid Waste generated on such property in an appropriate Receptacle or Mechanical Container, and shall maintain the property free from Solid Waste that is not properly stored in the manner required by this Ordinance.

#### **SECTION 12. STORAGE OF CONSTRUCTION AND DEMOLITION DEBRIS**

A. Construction and Demolition Debris shall be placed in Mechanical Containers or Receptacles at job sites. Wire enclosures (i.e., "pig pens") shall not be used in lieu of Mechanical Containers or Receptacles.

B. The accumulation of Construction and Demolition Debris on the ground, or outside of a Mechanical Container or other appropriate Receptacle, at a job site for more than seven (7) days shall be deemed a public nuisance and shall be a violation of this Ordinance.

C. The St. Johns County Building Department or Code Enforcement Department shall issue stop work orders for any construction project where Construction and Demolition Debris is accumulated for more than seven (7) days outside of an appropriate Mechanical Container or Receptacle.

#### **SECTION 13. TRANSPORTATION OF SOLID WASTE AND RECYCLABLE MATERIALS**

It shall be unlawful for any Person to haul or transport Solid Waste or Recyclable Materials on the public roads in the County, except in a fully covered or enclosed vehicle or container that prevents the Solid Waste, Recyclable Materials, and associated liquids from falling or blowing off, dripping, or otherwise escaping from the vehicle or container.

#### **SECTION 14. MANAGEMENT AND DISPOSAL OF SOLID WASTE**

A. It shall be unlawful for any Person to collect, transport, place, deposit, bury, burn or dispose of Solid Waste that is accumulated or collected within the County, unless such Person complies with the applicable requirements in this Ordinance and state law.

B. It shall be unlawful for any Person to dispose of Solid Waste accumulated or collected in the County, except at a properly licensed and permitted Solid Waste Management Facility or other site authorized by state law.

C. It shall be unlawful for any Person to build or operate a Solid Waste Management Facility within the County, unless such Person applied for and received prior authorization from the Board.

D. The Board may authorize the disposal of Solid Waste within the County using any method not prohibited by law, including but not limited to the use of recycling systems, composting systems, landfills, incinerators, and resource recovery facilities.

E. No Person shall dump, abandon, or discard any Waste Tire in the County, except at a properly permitted and licensed Solid Waste Management Facility. Each Waste Tire dumped, abandoned, or discarded in violation of this Ordinance shall be deemed a separate offense.

F. No Person shall throw, place, or deposit, or cause to be thrown, placed, or deposited, any Solid Waste or Recyclable Materials of any kind into or on any of the public or private streets, roads, highways, rights-of-way, bridges, alleys, lanes, thoroughfares, waters, canals, or vacant lots or lands within the County, unless such activity is authorized by state law or County ordinance.

G. If any Solid Waste or Recyclable Materials have been scattered or blown from a Person's Receptacle or Recycling Container onto public property or property owned by another Person, the owner of the Receptacle or Recycling Container shall promptly pick-up the Solid Waste or Recyclable Materials and place it in their Receptacle or Recycling Container.

H. It shall be unlawful for any Person to place Solid Waste or Recycling Materials in a Receptacle, Mechanical Container, Recycling Container, or other Solid Waste container that is not owned by such Person, unless previously authorized by the owner of such Receptacle or container.

I. No Person shall scatter, spread about, scavenge in, or remove any Solid Waste or Recyclable Materials from a Receptacle or Recycling Container that has been set out for

collection by a Franchisee, except the Franchisee responsible for collecting such Solid Waste or Recyclable Materials.

J. It shall be unlawful for the owner or occupant of any real property located in the County to cause, allow, or maintain an accumulation of Solid Waste on such property in a manner that causes a public nuisance. The accumulation of Solid Waste on real property for more than seven (7) days shall be *prima facie* evidence of a nuisance.

K. It shall be unlawful for the owner or occupant of Commercial Property located in the County to accumulate, or to allow any other Person to accumulate, Garbage, Rubbish, or Bulky Waste upon the Commercial Property, unless such waste is placed within an enclosed Receptacle or Mechanical Container. Items that are too large to be placed inside a Mechanical Container may be stored outside temporarily, provided such items are collected and transported from the Commercial Property to a Solid Waste Management Facility within seven (7) days.

L. It shall be unlawful for any Person to hire or contract with someone who is not a Franchisee to provide a Solid Waste service that, under this Ordinance, may only be performed by a Franchisee. Each day any such contract or arrangement exists shall be deemed a separate violation.

M. The County Administrator may require any Person in the County to demonstrate that they have entered into an arrangement or contract by which such Person disposes of their Solid Waste in a manner consistent with this Ordinance and all applicable local, state and federal laws.

N. The St. Johns County Building Department and other departments duly authorized by the County Administrator have the authority to perform site inspections, issue "red tags" and stop work orders, and take other appropriate steps to ensure that the provisions of this Ordinance are upheld and enforced.

O. Whenever any Solid Waste is thrown, discarded, dumped, deposited, disposed of, placed, or left in violation of the requirements contained in this Ordinance, and such waste contains an item identifying the Person generating such waste (e.g., a letter, bill, publication, or other writing that displays the name of the Person in a manner indicating the item belonged to such Person), the discovery of such item shall create a presumption that the Person so identified

has violated the provisions of this Ordinance. In any enforcement proceeding under this Ordinance, such Person shall have the burden of rebutting the presumption of violation.

P. All Residential Waste, including but not limited to all Recyclable Materials, shall become the exclusive property of the County when the Residential Waste is placed in a Receptacle or Recycling Container and set out for collection by the County or its exclusive Franchisee. However, Hazardous Waste shall remain the property of the Person generating such waste, even if the Hazardous Waste is collected by the County or its exclusive Franchisee. The Person generating the Hazardous Waste shall at all times retain liability for the lawful management, processing, and disposal of such waste.

**SECTION 15. HAZARDOUS, RADIOLOGICAL, AND BIOMEDICAL WASTE**

A. Hazardous, radiological, and Biomedical Waste shall be kept, stored, and disposed of in the manner prescribed by law.

B. It shall be unlawful for any Person to place any Hazardous, radiological, flammable, explosive, or Biomedical Waste in a Receptacle, Mechanical Container, or other container that is utilized for the collection and disposal of Solid Waste by a Franchisee, unless such Person received the prior written authorization of the County Administrator or the Franchisee.

C. No Hazardous, radiological, or Biomedical Waste shall be delivered by any Person to a County Landfill without the prior written consent of the County Administrator.

**SECTION 16. MUNICIPAL SERVICE BENEFIT UNITS**

A. The existing MSBUs created in Ordinance Nos. 89-20 and 94-07 are hereby ratified and confirmed. The MSBUs includes all of the unincorporated areas of the County and the incorporated areas of each municipality within the County which consent to inclusion by passage of a municipal ordinance.

B. The MSBUs are created for the purpose of providing Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs to all Non-Exempt Residential Properties located within the MSBUs through the levy and collection of the Special Assessments authorized by this Ordinance, including the Collection Assessment, the Disposal Assessment, and the Recycle Assessment.



## **SECTION 17. SPECIAL ASSESSMENTS**

A. The Board is hereby authorized to impose annual Special Assessments to fund all or any portion of the Solid Waste Cost on benefitted Non-Exempt Residential Property within the MSBUs at rates of assessment based on the special benefit accruing to such property from the County's provision of Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs. The amount of the Special Assessments that are imposed each Fiscal Year against each parcel of Non-Exempt Residential Property shall be determined by apportioning the Solid Waste Cost among each Non-Exempt Residential Property within the MSBUs for each residence, Dwelling Unit, and Habitat, whether occupied or not, located upon such Non-Exempt Residential Property. All Special Assessments shall be imposed in conformity with the procedures set forth below:

- (1) Annually, during the budget adoption process at a public hearing duly noticed in accordance with the Uniform Assessment Collection Act and the procedures set forth in Section 17.B, below, the Board shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the Board, adopt an Annual Assessment Resolution for each Fiscal Year in which Special Assessments will be imposed to fund the Solid Waste Cost. The Annual Assessment Resolution shall (a) determine the Solid Waste Cost to be assessed for the upcoming Fiscal Year; (b) establish the rate of each of the Special Assessments to be imposed in the upcoming Fiscal Year; (c) establish or increase maximum assessment rates, if such maximum assessment rates were included in the notices required by Section 17.B, below; (d) approve the Assessment Roll prepared in accordance with the requirements set forth herein for the upcoming Fiscal Year with such adjustments as the Board deems just and right; and (e) determine the method of collection. Failure to adopt an Annual Rate Resolution during the budget adoption process for a Fiscal Year may be cured at any time.
- (2) The Assessment Roll shall be prepared in accordance with the method of apportionment set forth herein. The County Administrator shall prepare,

or direct the preparation of, the Assessment Roll for the Special Assessments, which shall contain the following: (a) a summary description of all Non-Exempt Residential Property within the MSBUs conforming to the description contained on the Tax Roll; (b) the name of the owner of the Non-Exempt Residential Property; (c) the number of residences, Dwelling Units, or Habitats attributable to each parcel; (d) the estimated maximum annual assessment for each residence, Dwelling Unit, or Habitat; and (e) the amount of each Special Assessment to be imposed against each Non-Exempt Residential Property. Copies of the Annual Assessment Resolution and the preliminary Assessment Roll shall be available before approval by the Board in the office of the County Administrator, or in a location otherwise designated by the County Administrator, and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Special Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

- (3) In the event that: (a) the proposed Special Assessments, or any of them, for any Fiscal Year exceed the rates of assessment adopted by the Board, including any maximum assessment rate, if any, that were listed in the notices previously provided to the owners of Non-Exempt Residential Property; (b) the purpose for which the Special Assessments, or any of them, is imposed or the use of the revenue from the Special Assessments is substantially changed from that represented by the notice previously provided to the owners of Non-Exempt Residential Property; (c) Non-Exempt Residential Property is reclassified or the method of apportionment is revised or altered, resulting in increased Special Assessments from that represented by the notice previously provided to the owners of Non-Exempt Residential Property; or (d) an Assessment Roll contains Non-Exempt Residential Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the owners of such Non-

Exempt Residential Property as provided by law. Such notice shall substantially conform to the notice requirements set forth in Section 17.B, below, and shall inform the owner of the date, time, and place for the adoption of the Annual Assessment Resolution.

- (4) The Special Assessments for the applicable Fiscal Year shall be established upon the adoption of the Annual Assessment Resolution. As to any Non-Exempt Residential Property not included on an Assessment Roll approved by the adoption of a prior year's resolution, the adoption of the succeeding Annual Assessment Resolution shall be the final adjudication of the issues presented as to such Non-Exempt Residential Property (including, but not limited to, the determination of special benefit and fair apportionment to the Non-Exempt Residential Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a maximum assessment rate, the Assessment Roll, and the levy and lien of the Special Assessments), unless suit is properly initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of the Board action on the Annual Assessment Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Special Assessment not challenged within the required twenty (20) day period for those Special Assessments previously imposed against Non-Exempt Residential Property by the inclusion of the Non-Exempt Residential Property on an Assessment Roll approved in a prior Board resolution.
- (5) The Assessment Roll, as approved by the Annual Assessment Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act or, if an alternative method is used to collect the Special Assessments, such other official as the Board by resolution shall designate. If the Special Assessments against any property shall be sustained, reduced, or abated by a court of competent jurisdiction, an adjustment shall be made on the Assessment Roll.

B. The following notices shall be provided in accordance with the Uniform Assessment Collection Act:

- (1) Upon completion of the Assessment Roll each year, the County Administrator shall publish notice of a public hearing to adopt the Annual Assessment Resolution and approve the Assessment Roll. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.
- (2) If required by the Uniform Assessment Collection Act or Section 17.A.3, above, the County Administrator also shall provide notice of the proposed Special Assessments by first class mail to the owner of each parcel of property subject to the Special Assessments. The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Notice shall be deemed mailed upon delivery thereof to the United States Postal Service. Failure of the owner to receive such notice due to mistake or inadvertence on the part of the County or the United States Postal Service shall not affect the validity of the Assessment Roll or the Annual Assessment Resolution nor release or discharge any obligation for payment of a Special Assessment imposed by the Board pursuant to this Ordinance.

C. Prorated Special Assessments shall be imposed and collected for each residence, Dwelling Unit, and Habitat that is constructed upon or moved onto Non-Exempt Residential Property, or is on such property and receives County approval for Electrical Service, after the adoption of the Annual Assessment Resolution. The amount of the prorated Special Assessments shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Assessment Resolution for the Fiscal Year for which the prorated Special Assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the prorated Special Assessment may also include an estimate of the Special Assessments for the subsequent Fiscal Year. Prorated Special Assessments shall be paid to the County as a prerequisite for approval for Electrical Service. Approval for Electrical Service shall not be

given until the prorated Special Assessments are paid. Any prorated Special Assessment not collected prior to the approval for Electrical Service may be collected thereafter pursuant to the Uniform Assessment Collection Act or by any other method authorized by law. Any prorated Special Assessment shall be deemed due and payable on the date the Electrical Service was approved and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Electrical Service approval.

D. For a period of twelve (12) months after the date that Special Assessments are levied pursuant to this Ordinance, it shall be unlawful for a Franchisee to charge or collect a fee, payment, or surcharge for the collection, disposal, or recycling of Residential Waste collected from Non-Exempt Residential Property during such 12-month period, unless the Franchisee provides a service that is not paid for by the Special Assessments. In the event that one or more of the Special Assessments are not levied or in effect during any given year, the 12-month prohibition created by a preceding year's levy shall expire at the end of its 12-month term and the prohibition created by this Section 17.D shall thereafter not apply to the specific services (i.e., collection, disposal, and/or recycling) until another Special Assessment is levied.

E. The proceeds derived from the Collection Assessment shall be used solely for the purpose of paying the County for all or a portion of the Solid Waste Cost incurred by the County for the availability and provision of Solid Waste collection services, facilities, and programs for Non-Exempt Residential Property.

F. The proceeds derived from the Disposal Assessment shall be used solely for the purpose of paying the County for all or a portion of the Solid Waste Cost incurred by the County for the availability and provision of Solid Waste disposal services, facilities, and programs, including maintaining, operating, and closing sufficient parts or portions of one or more Solid Waste Management Facilities available for the transfer and/or disposal of Residential Waste for Non-Exempt Residential Property.

G. The proceeds derived from the Recycle Assessment shall be used solely for the purpose of paying the County for all or a portion of the Solid Waste Costs incurred by the

County for the availability and provision of Recyclable Materials collection and disposal services, facilities, and programs for Non-Exempt Residential Property.

H. The Board may waive the payment of the Special Assessments by any individual that qualifies as an Economically Disadvantaged Person, subject to the requirements in this Section 17.H and such provisions, definitions, and procedures as may be established by resolution of the Board, provided that the Special Assessments owed by such Person are paid from the County's general revenue fund or a source other than the revenues collected with the Special Assessments. The provision of a waiver, exemption, or hardship assistance pursuant to this Section 17.H in any particular Fiscal Year shall in no way establish a right or entitlement to such waiver, exemption, or assistance in any subsequent Fiscal Year, and the provision of funds in any Fiscal Year may be limited to the extent funds are available and appropriated by the Board. In the event a court of competent jurisdiction determines any waiver, exemption, or assistance by the Board pursuant to this Section 17.H is improper or otherwise adversely affects the validity of the Special Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of a Special Assessment upon each affected Non-Exempt Residential Property in the amount of the Special Assessment that would have been otherwise imposed but for such waiver, exemption, or assistance afforded to such property by the Board.

I. Any Dwelling Unit of an apartment Building, time-share Building, townhouse, condominium Building, or other multi-family residential unit that is Residential Property shall be exempted from the levy of the Special Assessments if the owner, the owner's agent, or an appropriate homeowners association can demonstrate to the satisfaction of the County Administrator that the unit is serviced pursuant to a written agreement with a Franchisee for Residential Waste and Recyclable Materials collection and disposal services. Such Franchisee shall pay the applicable Tipping Fees pursuant to Section 18, below, for the disposal of the Residential Waste collected from such unit during the calendar year commencing on the date the Disposal Assessment would otherwise be due.

- (1) To be eligible for an exemption pursuant to this Section 17.I, the owner, the owner's agent, or the appropriate homeowners association of or for the Residential Property must file an application for the exemption with the County Administrator. The application must be delivered to the County

Administrator prior to September 1 for the Residential Property, or portion thereof, to be considered for an exemption from the Special Assessments levied on the following November 1.

- (2) Upon verification by the County Administrator of the facts necessary to qualify for the exemption, the County Administrator shall take the steps necessary to reduce the total amount of the Special Assessments levied on such property or, if appropriate, remove the unit or parcel from the Assessment Roll. The County Administrator may adopt reasonable procedures whereby the exemption will remain in effect for more than one year, without the need to refile an application for an exemption each year.

J. Upon the adoption of the Assessment Roll, all Special Assessments shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid. The lien for a Special Assessment shall be deemed perfected upon adoption by the Board of the Annual Assessment Resolution. The lien for a Special Assessment collected under the Uniform Assessment Collection Act shall attach to the property as provided by law. The lien for a Special Assessment collected under any alternative method of collection approved by the Board and shall attach to the property on the date such Special Assessment is adopted by the Board.

K. The proceeds derived from the Special Assessments may be kept in one or more separate accounts maintained by the County, including but not limited to a separate account for the closure and long term care of the County's Landfills.

L. The Collection Assessment, the Disposal Assessment, and the Recycle Assessment may be combined, levied, and charged under one descriptive name (e.g., Solid Waste Management Assessments) on the notice of proposed property taxes, the notice of ad valorem taxes and non-ad valorem special assessments, and other similar notices issued by the County, the Board, and other County officers.

M. If any Special Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court of competent jurisdiction, or if the Board is satisfied that any such Special Assessment is so irregular or

defective that the same cannot be enforced or collected, or if the Board has omitted to include any property on the Assessment Roll that should have been included, the Board may take all necessary steps to impose a new Special Assessment against any property benefited by the expenditure of the Solid Waste Cost, following the provisions of this Ordinance as nearly as may be practicable. If the second Special Assessment is annulled, vacated, or set aside, the Board may obtain and impose other Special Assessments until a valid Special Assessment is imposed.

N. Any informality or irregularity in the proceedings in connection with the levy of any Special Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Special Assessment, as finally approved, shall be competent and sufficient evidence that such Special Assessment was duly levied, that the Special Assessment was duly made and adopted, and that all other proceedings adequate to such Special Assessment were duly had, taken, and performed as required by this Ordinance. No variance from the directions in this Section 17 shall be held material unless it is clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this Section 17, any Person objecting to a Special Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

O. No act, error, or omission on the part of the Property Appraiser, Tax Collector, County Administrator, Board, their deputies, employees, or designees shall operate to release or discharge any obligation for payment of a Special Assessment imposed by the Board under the provisions of this Ordinance.

- (1) When it appears that any Special Assessment should have been imposed under this Ordinance against a Non-Exempt Residential Property specially benefited by the provision of Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs, but such property was omitted from the Assessment Roll, the Board may, upon provision of appropriate notice as set forth in Section 17.B, above, as applicable, impose by resolution the applicable Special Assessment for the Fiscal Year in which such error is discovered. Such total Special Assessment shall become delinquent if not fully paid upon the expiration of sixty (60) days from the date of the adoption of said resolution. The



Special Assessment so imposed shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles and claims in and to or against the real property involved and may be collected by any means authorized by law.

- (2) The County Administrator shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the owner of any Non-Exempt Residential Property, to correct any error in applying the Special Assessment apportionment method to any particular property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any correction that reduces a Special Assessment shall be considered valid *ab initio* and shall in no way affect the enforcement of the Special Assessment imposed under the provisions of this Ordinance. Any correction which increases a Special Assessment or imposes a Special Assessment on omitted property shall first require notice to the affected owner in the manner described in Section 17.B, above, as applicable, providing the date, time and place that the Board will consider confirming the correction and offering the owner an opportunity to be heard. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the County Administrator and not the Property Appraiser or Tax Collector.
- (3) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections to the Assessment Roll shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll and upon timely written request and direction of the County Administrator.

## **SECTION 18. COUNTY WASTE DISPOSAL FEES**

A. Each Person using a County Landfill shall be charged and shall pay the Tipping Fees and other disposal fees established by the Board. Notwithstanding the foregoing, Tipping Fees and other disposal fees shall not be charged to or paid by (1) a Franchisee for the disposal of Residential Waste collected from Non-Exempt Residential Properties during the twelve (12) month time period described in Section 17.D, above, or (2) a Residential Customer that delivers and disposes of the Residential Waste that he/she generated or produced on the Customer's Non-Exempt Residential Property during the twelve (12) month time period described in Section 17.D, above.

B. When Solid Waste is delivered to a County Landfill by a Franchisee, the County shall weigh the waste and provide the Franchisee with a ticket (receipt) that identifies the net weight of the waste delivered. Scales shall be used to determine the weight of the Solid Waste delivered to a County Landfill. In the event the County's weighing scales are out of service, the average weight of the vehicles, as previously determined with the County's scales, will be used to calculate the amount of the applicable fees. If average weights are not available, the "per ton" fees will be calculated and charged by using the estimated volume (cubic yards) of the disposed materials.

C. The Tipping Fees and other charges to be paid for the disposal of Solid Waste in the County's Landfills shall be established by resolution of the Board. On January 1, 2019, and annually thereafter, the fees charged (1) across weigh scales (per ton) for packer trucks, roll-off containers, front-end loaders, and other vehicles and trailers for Commercial Waste and Industrial Waste, and (2) for the disposal of pressure treated lumber, that have been established by the Board shall be automatically adjusted, upward or downward, to reflect the effect of inflation or deflation on the County's costs. More specifically, each such fee existing as of the immediately preceding December 31st shall be automatically adjusted upward or downward by a percentage amount that is equal to the percentage change in the CPI during the preceding year, not to exceed four percent (4%). The percentage change in the CPI shall be determined by comparing the CPI from September 30th in the calendar year immediately prior to the January 1st adjustment with the CPI on September 30th one year earlier. For example, the percentage

change in the CPI reflected in the adjustment on January 1, 2019 shall be determined by comparing the CPI from September 30, 2017 with the CPI on September 30, 2018.

D. On or before January 1, 2019, and annually thereafter, the County Administrator shall provide the Clerk with a written notice of each CPI adjustment that will be implemented pursuant to Section 18.C, above. The notice shall identify each adjustment, the impact of the adjustment on the fees, and the new fees that will take effect on January 1st.

E. In addition to the adjustments provided for in Section 18.C, above, the Tipping Fees and other charges for the disposal of Solid Waste in the County's Landfills may be modified, established, or eliminated at any time by resolution of the Board.

F. Whenever the fees or charges for the disposal of Solid Waste by exclusive Franchisees are to be computed on the basis of weight, the delivery and disposal of such waste shall occur only at the Tillman Ridge Landfill, the Stratton Road Transfer Station, or other site(s) designated by the Board.

G. Each municipality desiring to dispose of Solid Waste through the County's Solid Waste management program shall dispose of such Solid Waste at the County's Landfills or other sites designated by the Board.

H. Upon the determination by the Board that the operation of any County Landfill is necessary for the health, welfare, and safety of the community, but that the administrative costs involved in collecting any of the fees or charges imposed in this Section 18 exceed the anticipated revenues resulting from such fees and charges, the Board, by resolution, may suspend the charging and collection of the fees and charges, in whole or in part, for the disposal of Solid Waste at such facility.

I. No Solid Waste shall be placed or disposed of in or at a County Landfill, except in conformity with this Ordinance and any County resolutions pertaining hereto. Refusing or failing to pay fees or charges established by the Board pursuant to this Ordinance shall be a violation of this Ordinance.

J. The County Administrator may establish policies and procedures to be followed for the collection of the Tipping Fees and other charges established pursuant to this Ordinance. The County Administrator may allow delayed payment of such fees and charges, if the delayed

payments are secured by a letter of credit, surety bond, or other suitable instrument, document, or method. The policies and procedures established by the County Administrator shall be approved by Board resolution before they are implemented.

**SECTION 19. VARIANCES AND WAIVERS BY THE BOARD**

By resolution, the Board may grant relief from any of the requirements or deadlines contained in this Ordinance, except for those requirements or deadlines that are established by state or federal law. Any request for a variance, waiver, or other relief shall be presented in writing to the County Administrator, who shall schedule such request for the Board's consideration at a duly noticed public hearing.

**SECTION 20. RULES**

The Board may establish and adopt rules and regulations relating to the storage, collection, transportation, and disposal of Solid Waste in the County, as necessary to fully implement the provisions of this Ordinance. Such rules and regulations shall be adopted by resolution of the Board at a duly noticed public hearing. The Board's rules and regulations shall be enforced in the same manner as this Ordinance. The County Administrator shall have the authority to implement rules and policies that are consistent with this Ordinance. Any violation of the resolutions, rules, or regulations established under this Ordinance shall be deemed a violation of this Ordinance.

**SECTION 21. APPEALS**

A. An appeal to the Board may be taken by any Person aggrieved by any decision or action of the County Administrator pertaining to this Ordinance, or the resolutions, rules, and regulations promulgated pursuant hereto, provided that a petition of appeal must be filed with the Clerk within fifteen (15) days of the date of the decision or action that is the subject of such appeal. The petition of appeal shall include all relevant information pertaining to the decision or action that the aggrieved Person desires to be considered by the Board. Within twenty-one (21) days after the Clerk's receipt of the petition of appeal, the Board shall set a reasonable time for a hearing on the appeal and shall give notice of the time and place of the hearing to the Person that filed the petition. At the hearing, the Board shall allow the aggrieved Person and the County Administrator to present testimony and evidence that is relevant to the matter in dispute. Within

a reasonable time after the conclusion of the hearing, the Board shall render a written decision concerning the petition of appeal.

B. Appeals from final orders and decisions rendered by the Board pursuant to this Ordinance shall be commenced by filing a timely petition for certiorari in the Circuit Court in and for St. Johns County, in accordance with the applicable Florida Rules of Court.

## **SECTION 22. ENFORCEMENT AND PENALTIES**

A. Any Person violating any of the provisions of this Ordinance may be prosecuted in the same manner as misdemeanors are prosecuted and shall, upon conviction, be punished for each offense by a fine not to exceed five hundred dollar (\$500.00) or by imprisonment in the County jail not to exceed sixty (60) days, or by both such fine and imprisonment. Each day that an offense or violation of this Ordinance continues shall be deemed a separate offense.

B. Any Person using one or more Mechanical Containers to collect Solid Waste or Recyclable Materials in the County shall pay a fine not to exceed Five Hundred Dollars (\$500.00) per container if such person does not have a Franchise authorizing the use of the containers. In addition, upon receiving notice from the County, the Person shall immediately stop using the Mechanical Containers for the collection or transportation of Solid Waste or Recyclable Materials in the County until such Person has received an appropriate Franchise from the Board.

C. The County may impound, remove, and empty a privately owned Mechanical Container, if the County Administrator determines that (1) the Mechanical Container or its contents presents a danger or nuisance to the public or (2) the Mechanical Container is placed on County property or public right-of-way without the prior authorization of the County pursuant to a permit or Franchise. If the County impounds a Mechanical Container, the County shall make a good faith effort to identify the Person that owns the Mechanical Container and to give notice to that Person that the Mechanical Container is in the County's possession. However, the owner of the Mechanical Container shall be solely responsible for claiming the Mechanical Container from the County in a timely manner. Before the owner of the Mechanical Container may obtain possession of the Mechanical Container from the County, the owner shall pay the County's actual costs for transporting and storing the Mechanical Container, in addition to the Tipping Fees and any other costs and charges for disposing of any Solid Waste that was in the

Mechanical Container when it was impounded. If the owner of the Mechanical Container fails to claim the container and pay the County's costs, Tipping Fees, and other charges within one hundred twenty (120) days after the Mechanical Container is impounded, the County may use, sell, or otherwise dispose of the Mechanical Container and its contents and retain any proceeds therefrom.

D. In addition to imposing the penalties provided in this Ordinance, the County may abate any nuisance or other condition that is caused or permitted to exist in violation of any of the provisions of this Ordinance, or any other County ordinance. If an action to remedy the nuisance or condition is taken by the County or its agents, the owner of the property on which the nuisance or condition exists shall pay the County an amount equal to the County's total cost of taking such action, plus an administrative fee of six percent (6%). The total amount of the County's cost for undertaking an abatement action, plus the administrative fee, shall be owed by the property owner to the County and shall constitute a lien against the owner's premises until paid.

E. Any Person who knowingly makes any false or misleading statement, representation, or certification in any application, record, report, plan, or other document required to be filed, submitted, or maintained pursuant to this Ordinance, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance, shall, upon conviction, be subject to a penalty in an amount not to exceed Five Hundred Dollars (\$500.00) or imprisonment for not more than sixty (60) days, or both, as set forth above in Section 22.A. Each day a violation occurs or continues shall be deemed a separate and distinct offense.

F. This Ordinance may also be enforced by any method prescribed by law, including but not limited to injunctive relief and the enforcement mechanisms provided by Chapter 162, Florida Statutes, and any ordinances enacted thereunder.

G. The remedies provided in this Ordinance are not mutually exclusive; they are supplemental to one another and in addition to any other remedy authorized by law or equity. The County may pursue any, all, or any combination of such remedies when enforcing the terms of a Franchise agreement, this Ordinance, or any resolution, rule, or regulation promulgated hereunder, or when responding to a Person that fails to comply with the terms of a Franchise

agreement, this Ordinance, or any resolution, rule, or regulation. Among other things, the County's imposition of a penalty or fine shall not prevent the County from suspending or revoking a Franchise pursuant to Section 9, above, or a permit pursuant to Section 10, above.

### **SECTION 23. CONFLICT WITH OTHER ORDINANCES**

In the event any word, phrase, sentence, section, or provision of this Ordinance conflicts with the provisions of County Ordinance 2015-50 (St. Johns County Wrecker Ordinance), the provisions of County Ordinance 2015-50 shall control. In the event any word, phrase, sentence, section, or provision of this Ordinance conflicts with any other County ordinance, the provisions of this Ordinance shall prevail, except as provided in Section 24, below.

### **SECTION 24. EFFECT ON EXISTING FRANCHISES AND SEVERABILITY**

A. The adoption of this Ordinance shall not terminate any Franchise, permit, or other authorization (collectively, "Existing Franchise") for the collection, transportation or disposal of Solid Waste that is in effect when this Ordinance takes effect. Each Existing Franchise shall remain in effect and shall not expire until the date designated in the Existing Franchise, unless the Existing Franchise is revoked earlier pursuant to Section 9, above.

B. This Ordinance shall not apply to any Existing Franchise until such Franchise is renewed or amended. Any amendment to or renewal of a Franchise that was in effect on or before the effective date of this Ordinance shall automatically cause the amended or renewed Franchise to be deemed a new Franchise granted after the effective date of this Ordinance, and each sentence, phrase, section, or provision of this Ordinance that did not apply to such Franchise by reason of Section 24.A, above, shall apply to the amended or renewed Franchise on and after the effective date of the Franchise amendment or renewal.

C. Should any sentence, phrase, section, or provision of this Ordinance be declared by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or void as applied to a Franchise that was in effect prior to and on the effective date of this Ordinance, whereby such invalidity is caused solely because such Franchise was already in existence on the effective date of this Ordinance, then such sentence, phrase, section or provision shall not apply to such Franchise for so long as that Franchise remains in effect, without amendment or renewal.

D. The passage and enactment of this Ordinance shall not affect or be deemed to void any code enforcement action, litigation, administrative action, or other proceeding that commenced prior to the enactment of this Ordinance.

E. The enactment of this Ordinance shall not affect or void any special non-ad valorem assessment that is due or owed under any ordinance in effect before the enactment of this Ordinance.

F. Should any word, phrase, section, or provision of this Ordinance, or the application of any provision of this Ordinance, be declared by a court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not affect the validity of the remainder of this Ordinance.

#### **SECTION 25. REPEAL OF CERTAIN ORDINANCES**

Except as otherwise set forth in Section 16.A, above, St. Johns County Ordinances 89-20, 92-14, 94-07, 94-47, 94-60, 97-37, 99-27, and 06-98 (collectively, the "Old Ordinances") are hereby repealed. The repeal of the Old Ordinances shall not affect any punishment or penalty incurred before the repeal took effect, nor any suit, prosecution, or proceeding pending at the time of the repeal for an offense committed or cause of action arising under the Old Ordinances. Further, the repeal of the Old Ordinances shall not cause any permit, license, or Franchise issued under the Old Ordinances to terminate or expire. All such permits, licenses, and Franchises shall remain in effect until they expire by their own terms or September 30, 2017, whichever is later, unless the permit, license, or Franchise is suspended or revoked pursuant to Section 9 or Section 22 of this Ordinance. The repeal of the Old Ordinances shall not affect the levy or collection of any special non-ad valorem assessment. Any and all special non-ad valorem assessments due or owed prior to the effective date of this Ordinance, including but not limited to Special Assessments that were not levied prior to the effective date of this Ordinance, shall continue to be due and owed under this Ordinance.

#### **SECTION 26. EFFECTIVE DATE**

This Ordinance shall take effect immediately upon being filed with the Secretary of State of Florida.



PASSED AND ENACTED by the Board of County Commissioners of St. Johns County, Florida  
this 15 day of August, 2017.

**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

By: [Signature]  
James K. Johns, Chair

Rendition Date: August 17, 2017

**ATTEST: HUNTER S. CONRAD, CLERK**

By: [Signature]  
Deputy Clerk

Adopted during the regular meeting on: August 15, 2017

Effective Date: August 17, 2017



**THE ST. AUGUSTINE RECORD**

MINUTES AND RECORDS  
500 SAN SEBASTIAN VIEW  
SAINT AUGUSTINE FL 32084

Ref.#: 17368568D  
P.O.#:

PUBLISHED EVERY MORNING SUNDAY THRU SATURDAY  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,  
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared **JAMIE WILLIAMS**  
who on oath says that he/she is an Employee of the St. Augustine Record,  
a daily newspaper published at St. Augustine in St. Johns County, Florida:  
that the attached copy of advertisement being a **NOTICE OF HEARING**

In the matter of **8/15 SOLID WASTE ORD - 8/15 SOLID WASTE ORDINANCE**  
was published in said newspaper on **08/04/2017**

Affiant further says that the St. Augustine Record is a newspaper published  
at St. Augustine, in said St. Johns County, Florida, and that the said newspaper  
heretofore has been continuously published in said St. Johns County, Florida,  
each day and has been entered as second class mail matter at the post office in the  
City of St. Augustine, in said St. Johns County, for a period of one year preceding  
the first publication of the copy of advertisement; and affiant further says that  
he/she has neither paid nor promised any person, firm or corporation any discount,  
rebate, commission or refund for the purpose of securing the advertisement for  
publication in the said newspaper.

Sworn to and subscribed before me this \_\_\_\_\_ day of **AUG 04 2017**

by Jamie Williams  
or who has produced as identification

who is personally known to me  
**ERIC DAMIEN MCBRIDE**  
MY COMMISSION # FF925198  
EXPIRES October 07, 2019  
FloridaNotaryService.com

(Signature of Notary Public)

(Seal)

**NOTICE OF A PUBLIC HEARING OF  
THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of St  
Johns County, Florida, will hold a public hearing to consider adoption of the  
following proposed ordinance at a regular meeting on Tuesday, August 15  
2017, at 9:00 a.m., in the County Auditorium at the County Administrator  
Building, 500 San Sebastian View, St. Augustine, Florida:

AN AMENDED AND RESTATED ORDINANCE OF ST. JOHNS COUNTY  
FLORIDA, RELATING TO SOLID WASTE AND RECYCLABLE MATERI  
ALS MANAGEMENT, COLLECTION, AND DISPOSAL AND ASSOCIATED  
REQUIREMENTS; PROVIDING A TITLE AND FINDINGS OF FACT;  
PROVIDING DEFINITIONS; PROVIDING FOR THE APPLICABILITY OF  
THE SOLID WASTE ORDINANCE; PROVIDING FOR FRANCHISES FOR  
SOLID WASTE COLLECTION BUSINESSES; PROVIDING EXEMPTIONS  
FROM THE FRANCHISE REQUIREMENTS; PROVIDING FOR THE  
GRANT OF FRANCHISES AND PERMITS; PROVIDING REGULATIONS  
APPLICABLE TO FRANCHISEES; PROVIDING FOR FRANCHISE FEES;  
PROVIDING FOR THE REVOCATION OF FRANCHISES; PROVIDING  
FOR PERMITS TO COLLECT, HAUL, OR DISPOSE OF SOLID WASTE;  
PROVIDING FOR WASTE RECEPTACLES; PROVIDING FOR THE  
STORAGE OF CONSTRUCTION AND DEMOLITION DEBRIS; PROVID  
ING FOR THE TRANSPORTATION OF SOLID WASTE AND RECY  
CLABLE MATERIALS; PROVIDING FOR THE MANAGEMENT AND  
DISPOSAL OF SOLID WASTE; PROVIDING FOR HAZARDOUS, RADIO  
LOGICAL, AND BIOMEDICAL WASTE; PROVIDING FOR MUNICIPAL  
SERVICE BENEFIT UNITS; PROVIDING FOR SPECIAL ASSESSMENTS  
FOR THE COLLECTION, DISPOSAL, AND RECYCLING OF RESIDENT  
IAL WASTE; PROVIDING FOR COUNTY WASTE DISPOSAL FEES;  
PROVIDING FOR VARIANCES AND WAIVERS; PROVIDING FOR SOLID  
WASTE RULES; PROVIDING FOR APPEALS; PROVIDING FOR  
ENFORCEMENT AND PENALTIES; PROVIDING FOR CONFLICTS  
WITH OTHER ORDINANCES; PROVIDING FOR EFFECTS ON EXIST  
ING FRANCHISES; PROVIDING A SEVERABILITY CLAUSE; REPEAL  
ING ST. JOHNS COUNTY ORDINANCES 89-20, 92-14, 94-07, 94-47, 94-60,  
97-37, 99-27, AND 06-98; AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinance is on file in the office of the Clerk of the Board of  
County Commissioners at the County Administration Building, 500 San  
Sebastian View, St. Augustine, Florida, and may be examined by interested  
parties prior to the said public hearing. Please take note that the proposed  
ordinance is subject to revision prior to the hearing or adoption. All parties  
having any interest in said ordinance will be afforded an opportunity to be  
heard at the public hearing.

If a person decides to appeal any decision made with respect to any matter  
considered at the hearing, such person will need a record of the proceedings,  
and for such purposes he/she may need to ensure that a verbatim record of  
the proceedings is made, which record includes the testimony and evidence  
upon which the appeal is to be based.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO  
ALL HEARING IMPAIRED PERSONS: In accordance with the Americans  
with Disabilities Act, persons needing a special accommodation to partici  
pate in the proceedings should contact the ADA Coordinator at (904) 209-0650  
at the St. Johns County Administration Building, 500 San Sebastian View, St.  
Augustine, Florida 32084. For hearing impaired individuals: Florida Relay  
Service: 1-800-955-8770, no later than 5 days prior to the date of the meeting.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
HUNTER S. CONRAD, ITS CLERK  
By: Yvonne King, Deputy Clerk  
17368568A August 4, 2017



## FLORIDA DEPARTMENT *of* STATE

**RICK SCOTT**  
Governor

**KEN DETZNER**  
Secretary of State

August 18, 2017

Honorable Hunter S. Conrad  
Clerk of Court  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

Attention: Ms. Yvonne King

Dear Mr. Conrad:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of St. Johns Ordinance No. 2017-39, which was filed in this office on August 17, 2017. Sincerely,

Ernest L. Reddick  
Program Administrator

ELR/lb

FILED August 18, 2017  
ST. JOHNS COUNTY  
CLERK OF COURT

BY: Yvonne King  
DEPUTY CLERK

notice, specifying the number of this Letter of Credit, the date of the non-conforming Draft(s) and the reasons that we are not honoring the same. Upon being notified that the Draft(s) was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment prior to the Expiration Date.

6. Upon the earlier to occur of (a) payment to you or your account of the Letter of Credit Amount, or (b) the Expiration Date, we shall be fully discharged of our obligation under this Letter of Credit with respect to such Draft, and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such Draft(s) to you or to any other person.
7. This Letter of Credit shall be governed by the International Code of Uniform Customs and Practices for Documentary Credits, Publication No. 500 (1993 Revision), including any amendments, modifications or revisions thereto. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to [BANK], [ADDRESS OF BANK], specifically referring to the number of this Letter of Credit. We shall address communications to you at the address noted on the first page of this Letter of Credit unless otherwise advised by you in writing.
8. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Service), except only the Draft(s) referred to herein; and any such reference shall not (unless otherwise provided herein) be deemed to incorporate herein by reference any such document, instrument or agreement except for such Draft(s).

Very truly yours,

RFP# \_\_\_\_\_

[NAME OF BANK]

By:

Name:

Title:

EXHIBIT 7  
FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

The following FEMA Public Assistance Program Required Contract Clauses (“Exhibit 7”) is hereby incorporated by reference into the Franchise Agreement referenced above, and also serves to incorporate the required contract provisions as provided in Appendix II to 2 C.F.R. Part 200. Exhibit 7 includes contract clause that amend, delete, or modify provisions of the Franchise Agreement. All contract clauses that are not so amended, deleted, or modified shall remain in full force and effect. To the extent of any conflict between the contract clauses set forth in this Exhibit, and other contract clauses set forth in the Franchise Agreement, the contract clauses of this Exhibit shall govern. Unless otherwise defined below, capitalized terms shall have the meaning assigned to them in the Franchise Agreement.

**1. Equal Employment Opportunity.**

If this contract meets the definition of a “federally assisted construction contract” as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor’s performance under this contract:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g.** The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

For the purposes of this section, “federally assisted construction contract” means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, “construction work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

## **2. Compliance with the Copeland “Anti-Kickback” Act.**

- a.** Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b.** Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c.** Breach. A breach of the contract clauses in subsections (a) and (b) above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## **3. Contract Work Hours and Safety Standards Act.**

- a.** This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

#### **4. Compliance with Clean Air Act.**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**5. Compliance with Federal Water Pollution Control Act.**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**6. Debarment and Suspension.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**7. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also



disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

**APPENDIX A, 44 C.F.R. PART 18:  
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official  
Name and Title of Contractor's Authorized Official  
Date

**8. Procurement of Recovered Materials.**

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**9. DHS Seal, Logo, and Flags.**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**10. Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**11. No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**12. Fraud and False or Fraudulent or Related Acts.**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**13. Prohibition on certain telecommunications and video surveillance services or equipment.**

The parties to this Contract agree to comply with the requirements of 2 C.F.R. Part 200.216, which prohibits the procurement, purchase, or contract for certain telecommunications, video surveillance services, equipment, or systems as described in Public Law 115-232, section 889, produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company or Dahua Technology Company, or any subsidiary or affiliate of such entities.

**14. Compliance with Domestic Preferences.**

As appropriate and to the greatest extent practicable and consistent with law, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials, produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), in accordance with 2 C.F.R. Part 200.322. "Produced in the United States" means for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Contractor further agrees to include a provision requiring compliance with such domestic preferences in its lower tier covered transactions.

Res 2014-143

**AMENDED AND RESTATED  
FRANCHISE AGREEMENT  
FOR THE COLLECTION  
AND TRANSPORTATION  
OF RESIDENTIAL WASTE**

**BETWEEN**

**ST. JOHNS COUNTY, FLORIDA**

**AND**

**ADVANCED DISPOSAL SERVICES  
OF JACKSONVILLE, LLC**

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**EXHIBITS**

- Exhibit A Map of St. Johns Service Areas
- Exhibit B Legal Description of St. Johns County Service Areas (dated February 16, 2010)
- Exhibit C List of Recyclable Materials
- Exhibit D Contractor’s Rates
- Exhibit E Specifications for Recycling Carts



AMENDED AND RESTATED  
FRANCHISE AGREEMENT  
FOR THE COLLECTION AND TRANSPORTATION  
OF RESIDENTIAL WASTE

This "Amended and Restated Franchise Agreement for the Collection and Transportation of Residential Waste" ("Agreement") is made and entered into this 4<sup>th</sup> day of June, 2014 ("Effective Date"), by and between St. Johns County, a political subdivision of the State of Florida ("County"), and Advanced Disposal Services of Jacksonville, LLC, a Delaware limited partnership, which is authorized to do business in Florida ("Contractor").

WHEREAS, on February 14, 2003, the County issued a request for proposals ("RFP") from private companies for the collection and transportation of Residential Waste in the County; and

WHEREAS, on May 28, 2003, the Board of County Commissioners ("Board") held a public hearing to evaluate the proposals it received in response to the County's RFP; and

WHEREAS, the Board selected the Contractor to provide its services in certain designated areas of the County; and

WHEREAS, on August 1, 2003, the Board entered into a "Franchise Agreement for the Collection and Transportation of Residential Waste in St. Johns County" ("Contract") with the Contractor; and

WHEREAS, on March 4, 2010, the County executed a "Franchise Extension Agreement for the Collection and Transportation of Residential Waste in St. Johns County" ("Extension Contract") with the Contractor, which extended the term of the Parties' contract until July 31, 2017; and

WHEREAS, the County wishes to continue to receive the services provided by the Contractor, and the Contractor wishes to continue to provide the services needed by the County, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, on May 20, 2014, the Board held a public hearing and concluded that it is in the public interest to enter into this Agreement with the Contractor.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and the other good and valuable consideration provided by the Parties to each other, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor

agree to be bound by and comply with all of the terms and conditions of this Agreement, as set forth below.

## 1. TERM

### 1.1 Term of this Agreement

The initial term of this Agreement shall begin on the Effective Date and end on July 31, 2017. At the end of the initial term, this Agreement shall be renewed and extended automatically, without any further action by the County or the Contractor. The renewal term shall begin on August 1, 2017 and end on July 31, 2024, unless this Agreement is terminated earlier.

### 1.2 Termination of the Extension Contract

The Extension Contract between the County and the Contractor shall be and hereby is terminated on the Effective Date of this Agreement. On and after the Effective Date, the Parties shall be governed by this Agreement.

## 2. DEFINITIONS

The capitalized words and phrases used in this Agreement are defined in this Section 2. With regard to words that are not defined herein, the definitions in Section 2 shall be supplemented by the definitions in the County Code, Chapter 403, Florida Statutes, and Chapter 62-701, Florida Administrative Code. However, if any definition contained herein conflicts with a definition in any local, state, or federal law, the definition contained herein shall prevail when construing this Agreement.

2.1 **Agreement** means this Amended and Restated Franchise Agreement for the Collection and Transportation of Residential Waste.

2.2 **Applicable Law** means 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 is in effect or is enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and applies or relates in any manner to the performance of the County or the Contractor under this Agreement.

2.3 **Biomedical Waste** means any solid waste or liquid waste which may present a threat of infection to humans, including, but not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste that contain human disease-causing agents; discarded disposable sharps (e.g., needles); human blood, human blood products and body fluids; and other materials that present a significant risk of infection to persons outside the generating facility, as determined by the Florida Department of Health or other local, state, or federal regulatory agencies.

- 2.4 **Board** means the Board of County Commissioners of St. Johns County, Florida.
- 2.5 **Bulky Waste** means large items of Residential Waste that cannot be placed for collection in a Garbage Receptacle because of their size, shape or weight. Bulky Waste includes, but is not limited to, White Goods, toilets, sinks, bicycles, mattresses, carpet, fencing, large household furnishings, car and boat seats and steering wheels, and other interior car and boat components. Bulky Waste does not include car or boat engines, tires, boats, cars, trucks or other vehicles.
- 2.6 **Change in Law** means (a) the adoption, promulgation, or modification of any Applicable Law after the Effective Date or (b) the imposition of any condition in connection with the issuance, renewal, or modification of any permit, license or approval after the Effective Date, which in the case of either (a) or (b) establishes one or more requirements that directly and substantially affect the Contractor's or the County's performance under this Agreement. A change in any tax law or workers compensation law shall not be a Change in Law. A change in the amount of any fuel tax shall not be a Change in Law.
- 2.7 **Commencement Date** means the date when the Contractor shall be required to use Recycling Carts to collect Source Separated Recyclable Materials pursuant to this Agreement. The Commencement Date shall be February 2, 2015, or a later date that is mutually acceptable to the Contractor and Contract Administrator.
- 2.8 **Construction and Demolition Debris** means discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to steel, glass, brick, concrete, asphalt, roofing material, pipe gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations of a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of Construction and Demolition Debris with other types of Solid Waste will cause the resulting mixture to be classified as other than Construction and Demolition Debris.
- 2.9 **Contractor** means Advanced Disposal Services of Jacksonville, LLC.
- 2.10 **Contract Administrator** means the person designated by the County Administrator to serve as the County's primary representative in the County's dealings with the Contractor under this Agreement.
- 2.11 **County** means, depending upon the context, either (a) the geographic area contained within the unincorporated portions of St. Johns County, Florida, or (b) the government of St. Johns County, acting through its Board, employees, agents, or designees.
- 2.12 **County Administrator** means the chief executive officer of the County or that person's designee.

- 2.13 **County Code** means the laws, ordinances, policies, regulations, resolutions and other requirements adopted by the Board, as amended.
- 2.14 **Curbside Collection Point** means the location where the Contractor shall pick up the Residential Waste discarded by a Customer. The Curbside Collection Point shall be established pursuant to Section 5.10, below.
- 2.15 **Customer** means a person that lives in the Service Area and is entitled to have their Residential Waste collected by the Contractor under this Agreement, as determined by the Contract Administrator.
- 2.16 **Effective Date** means the date when the Board or the Board's authorized representative signs this Agreement.
- 2.17 **Exclusive Franchise** means the County's grant of authority to a single company to collect and transport Residential Waste generated by Customers within the Service Area.
- 2.18 **Force Majeure** means an act, event, or condition, that has a direct, material and adverse effect on the performance of the County or Contractor under this Agreement, and prevents the County or Contractor from fulfilling its duties and obligations under the 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 fire, explosion, lightning, tornado, flood, or hurricane.
- 2.19 **Garbage** means all kitchen and table food waste, and all animal or vegetable waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.
- 2.20 **Garbage Receptacle** means a Garbage can or similar container commonly used to collect, contain and store Residential Waste, which has an enclosed bottom and sides, a tight fitting lid or top, handles on the sides, and a maximum capacity of approximately thirty-three (33) gallons. A Customer may use a heavy duty, securely tied, plastic bag in lieu of a Garbage Receptacle. A Customer also may use a cardboard box if the contents are contained in the box and the weight of the contents does not cause the box to rip, tear, or collapse. Cardboard boxes are not acceptable during wet weather conditions.
- 2.21 **Hazardous Waste** means a 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 Waste includes all materials regulated as hazardous substances or Hazardous Waste under Chapter 62-730, Florida Administrative Code, or any Applicable Law.

- 2.22 **Holiday** means New Year's Day, Thanksgiving Day, Christmas Day, and any other day that is designated as a Holiday by, and with the mutual consent of, the County and the Contractor.
- 2.23 **Industrial Waste** means the Solid Waste generated by manufacturing and industrial processes, but does not include Hazardous Waste.
- 2.24 **Land Clearing Debris** means trees, tree trunks, limbs, stumps, bushes, vegetation, rocks, soil, and other materials resulting from a land clearing or lot clearing operation.
- 2.25 **Major Storm** means a hurricane, tropical storm, tornado, or other weather conditions that produce high winds and generate greater than normal volumes of Yard Waste and other vegetative debris.
- 2.26 **Multifamily Residential Property** means a building or complex of buildings on a single parcel of land that is divided horizontally or vertically and designed for and occupied by more than four (4) single-family dwelling units.
- 2.27 **New Customer** means the first Person to receive Regular Service on a parcel of Residential Property or in a dwelling unit in St. Johns County that did not receive Regular Service from the Contractor before the Effective Date.
- 2.28 **Parties** mean the County and the Contractor.
- 2.29 ~~Party~~ means, depending upon the context, either the County or the Contractor.
- 2.30 **Person** means any and all persons, natural or artificial, including but not limited to: 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 city or municipality; and any governmental agency of any state or the federal government.
- 2.31 **Rate** means the amount that the Contractor may charge each month for the collection of Residential Waste from a Customer.
- 2.32 **Recovered Materials** means materials that are removed from Solid Waste and recovered for reuse or resale.
- 2.33 **Recyclable Materials** or **Recyclables** means all of the materials identified in Exhibit C, which is attached to this Agreement.
- 2.34 **Recycling** means 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.

- 2.35 **Recycling Bin** means a rectangular bin that is made of heavy-duty hard plastic or other impervious material and used by Customers for the collection of Recyclable Materials generated on Residential Property.
- 2.36 **Recycling Cart** means a container that is made of heavy-duty hard plastic or other impervious material, with enclosed sides and a bottom, mounted on two (2) wheels, equipped with a tight-fitting hinged lid, and used for the automated or semi-automated collection of Recyclable Materials from Customers.
- 2.37 **Regular Service** means the collection of Residential Waste in compliance with Section 5 of this Agreement.
- 2.38 **Rejects** means materials in Residential Waste, other than Residue, that cannot be Recycled and cannot be processed into Recovered Materials.
- 2.39 **Residential Property** means 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; quintex homes; apartment buildings, time share buildings, and condominium buildings comprising five (5) units or less; and premises occupied as a residence or dwelling that are located on commercially zoned property.
- 2.40 ~~**Residential Waste**~~ shall mean Garbage, Rubbish, Recyclable Materials, Yard Waste, and Bulky Waste produced at or generated on Residential Property as a result of the normal housekeeping activities of a 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
- 2.41 **Residue** means the portion of the Recyclable Materials collected by the Contractor that is not converted to Recovered Materials due to breakage or due to transportation or processing inefficiencies.
- 2.42 **Rubbish** means 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, Recyclable Materials that are not source separated, and similar materials.

- 2.43 **Scheduled Collection Day** means a day when the Contractor is scheduled to provide collection service to a Customer for Recyclable Materials or one of the various components of Residential Waste.
- 2.44 **Service Area** means the geographic area of the County that is to be served by the Contractor under this Agreement. The Service Area is depicted in Exhibit A (Map of St. Johns County Service Areas) and described in Exhibit B (Legal Description of St. Johns County Service Areas (dated February 16, 2010)), which are attached to this Agreement and incorporated herein by reference. More specifically, the Service Area is depicted and described in these exhibits as the South Franchise Area.
- 2.45 **Severe Weather Conditions** shall mean unusual or extreme weather conditions that affect the Service Area in a manner that results in the need for additional equipment and manpower to remove Storm Debris. The County Administrator shall determine whether Severe Weather Conditions have occurred.
- 2.46 **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 which meet the requirements of Section 403.7046, Florida Statutes, except the portion of such facility, if any, that is used for the management of Solid Waste.
- 2.47 ~~**Source-Separated Recyclable Materials** means Recyclable Materials that are separated from the Solid Waste at the location where they are generated (e.g., Residential Property) and then set out for collection by the Contractor at the Curbside-Collection Point.~~
- 2.48 **Special Service** means the collection of Solid Waste and Recyclables by the Contractor in response to a Customer's request, at times, locations, or in quantities that are different than those required in this Agreement for Regular Service on a Scheduled Collection Day.
- 2.49 **Special Waste** means Solid Waste that can require special handling and management, including, but not limited to tires, used oil, lead-acid batteries, computers and or computer monitors, Construction and Demolition Debris, ash residue, and Biomedical Waste.
- 2.50 **Storm Debris** means vegetative debris generated by a Major Storm, 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.
- 2.51 **White Goods** means discarded refrigerators, ranges, water heaters, freezers, and other similar, large, domestic appliances.

2.52 **Yard Waste** means vegetative matter resulting from landscaping and yard maintenance and beautification projects, such as leaves, grass cuttings, palm fronds, and shrubbery and tree trimmings. Yard Waste does not include Land Clearing Debris.

### 3. GENERAL SCOPE OF CONTRACTOR'S FRANCHISE

This Section 3 contains a general overview of the work that is to be completed by the Contractor under this Agreement. The general requirements set forth in Sections 3.1 through 3.9 shall be read in conjunction with and supplemented by the more detailed requirements contained in the other sections of this Agreement.

#### 3.1 Grant of Exclusive Franchise

Subject to the terms and conditions in this Agreement, the County hereby grants an Exclusive Franchise to the Contractor for the collection and transportation of Residential Waste generated by Customers within the Service Area.

#### 3.2 Collection of Residential Waste

The Contractor shall collect and transport Residential Waste in accordance with the requirements of this Agreement and Applicable Law.

#### 3.3 Contractor's Billings

The Contractor shall not bill or collect any money from Customers for the Regular Service the Contractor provides under this Agreement. The Contractor shall bill and collect its fees from Customers that receive Special Services, subject to the limitations contained in Section 19 of this Agreement. The Contractor shall perform all of its work under this Agreement at Contractor's sole expense, in exchange for the payments to the Contractor that are authorized herein.

#### 3.4 Disposal Fees

The Contractor shall not be required to pay any disposal or processing fee for the disposal of Residential Waste collected from Customers in the Service Area, provided the Contractor delivers the Residential Waste to the County's Stratton Road Transfer Station, which is located at 250 North Stratton Road, St. Augustine, Florida 32095 or the County's Tillman Ridge Transfer Station, which is located at 3005 Allen Nease Road, Elkton, Florida 32033. The Contractor shall not be required to pay any disposal or processing fee for the disposal of Yard Waste collected from Customers in the Service Area, provided the Contractor delivers the Yard Waste to one of the independent contractors that manage Yard Waste for the County, either at the Nine Mile Road Landfill, which is located at 445-A International Golf Parkway, St. Augustine, Florida 32095, or at the facility operated by Indianhead Exploration, LLC, which is located at 1700 Adams Acres Road, St. Augustine, Florida 32084.



### 3.5 Contractor's Responsibilities

The Contractor shall provide any and all services and supplies necessary to satisfy the requirements of this Agreement, including but not limited to labor, 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 the provision of such services and supplies.

### 3.6 Designated Facilities

The Contractor shall deliver all of the Residential Waste it collects from Customers in the Service Area to the Solid Waste Management Facility or facilities designated by the Contract Administrator. The designated facilities are identified in Section 14.1, below.

### 3.7 Self-Hauling

Notwithstanding anything else contained in this Agreement, the County may allow non-profit organizations and other Persons to collect and transport their own Residential Waste to a Solid Waste Management Facility.

### 3.8 Limits on Franchise

This Agreement does not convey any rights or remedies to the Contractor that are not expressly identified herein. Among other things, this Agreement does not give the Contractor any right to collect, transport, process or dispose of: 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.

### 3.9 Annexations

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 Law.

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.

#### 4. CONTRACTOR'S MINIMUM OBLIGATIONS

- 4.1 This Agreement establishes the minimum standards and requirements for the Contractor's performance. All of the Contractor's activities must be performed safely, in strict compliance with the requirements of this Agreement and all Applicable Law, and in accordance with the highest professional standards and best management practices for the Solid Waste industry.
- 4.2 Subject to the provisions in this Agreement, the Contractor shall collect all of the Residential Waste that is generated in the Service Area and placed at Curbside Collection Points by Customers.

#### 5. COLLECTION SCHEDULES AND PRACTICES

##### 5.1 Frequency of Collection for Garbage, Recyclables, and Yard Waste

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 Source Separated 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.

##### 5.2 Frequency of Collection for Bulky Waste

The Contractor shall collect White Goods and other Bulky Waste generated by the Customers in the Service Area. The Contractor's vehicle operators shall promptly notify their supervisor if they see any Bulky Waste placed at a Customer's Curbside Collection Point. The Contractor shall collect the Bulky Waste within (a) two (2) days after the Contractor receives a request from a Customer or the County or (b) five (5) days after the materials are placed at the Curbside Collection Point, whichever occurs first.

##### 5.3 Collections on Sundays and Holidays

The Contractor may collect Residential Waste in the Service Area every day of the year, except Sundays and Holidays. Collections on Sundays and Holidays shall be allowed if the Contract Administrator determines such collections are necessary for the protection of the public health, safety or welfare. If a Holiday coincides with a Customer's Scheduled Collection Day, the Contractor shall collect the Customer's Residential Waste on an alternate day, immediately before or after the Holiday. The Contractor shall provide advance written notice to each affected Customer concerning any alternate collection days.

#### 5.4 Hours of Collection

The Contractor may collect all types of Residential Waste from 6:00 a.m. until 6:00 p.m., Monday through Friday, and from 7:00 a.m. until 2:00 p.m. on Saturday, except Holidays. The Contractor may extend the hours of collection for Yard Waste and Bulky Waste until 8:00 p.m., Monday through Friday, during the months of April through September. The Contractor must comply with these limitations on the hours of collection. Notwithstanding these limitations, the Contractor may extend its hours of operation when necessary to respond to Severe Weather Conditions, a Major Storm, a Force Majeure, or other extraordinary circumstances, if the Contractor has received the prior approval of the Contract Administrator.

#### 5.5 Timely Collections

The Contractor shall collect the Residential Waste from each Customer on the Scheduled Collection Day, unless the Contract Administrator approves a deviation from the schedule due to Severe Weather Conditions, Force Majeure, or other extraordinary circumstances.

#### 5.6 Quantities to be Collected

The Contractor shall collect all of the Residential Waste, including all of the Yard Waste, each Customer in the Service Area places at the Curbside Collection Point.

#### 5.7 No Collection Required for Certain Materials

Notwithstanding the other provisions herein, the Contractor is not obligated to collect: (a) the Solid Waste in any filled Garbage Receptacle if it weighs more than fifty (50) pounds; (b) whole trees; (c) Land Clearing Debris; (d) any single piece of Yard Waste that weighs more than fifty (50) pounds or is more than six (6) feet in length; or (e) leaves, twigs, or small pieces of Yard Waste, unless such materials have been bagged, bundled, tied, or placed in a Garbage Receptacle. If these or other inappropriate materials are placed at the Curbside Collection Point, the Contractor may refuse to collect them, but in all such cases the Contractor shall leave a notice (e.g., red tag) pursuant to Section 5.28, explaining why the materials were not collected.

#### 5.8 No Collection Required for Vacant Lots and Residential Construction

The Contractor is not required under this Agreement to remove any Solid Waste or other material accumulated on vacant property or resulting from the construction of new homes or buildings.

#### 5.9 Inadequate Service

The Contract Administrator may require the Contractor to revisit part or all of a collection route when the Contract Administrator determines that the Contractor provided

inadequate service on that route. If the Contract Administrator or a Customer notifies the Contractor that the Contractor failed to provide collection service on the Scheduled Collection Day, the Contractor shall promptly return to the Customer's Residential Property and collect the Residential Waste that has been set out for collection. If the Contractor is notified before 12:00 p.m. (noon), the Contractor shall collect the Customer's waste before the end of that day. If the Contractor is notified after noon, the Contractor shall provide collection service before noon on the next day (except Sundays and Holidays).

#### 5.10 Curbside Collection Point

Except as otherwise provided herein, the Curbside Collection Point shall be selected by the Customer. The Curbside Collection Point may be located anywhere along the front property line of a Residential Property, within six (6) feet of the edge of a public or private roadway that allows reasonable access by the Contractor's waste collection vehicles. If the roadway has swales or open ditches, the Curbside Collection Point shall be located on the roadway side of the swale or open ditch. If a Residential Property is relatively large (i.e., in excess of one (1) acre), the Curbside Collection Point shall be near or adjacent to the Customer's driveway. If a Residential Property is located in a manner that makes curbside collection unduly difficult for the Contractor's employees or vehicles, an alternate location for the placement of the Customer's Residential Waste may be established by the Customer and the Contractor, at no extra cost to the Customer or the County.

#### 5.11 Physical Disability

When the Contractor is notified by the Contract Administrator that a Customer is physically unable to place their Garbage Receptacle, Recycling Bin, or Recycling Cart at the Curbside Collection Point, the Contractor shall collect the Customer's Residential Waste at a location that is more convenient for the Customer. The Contractor shall provide this service at no extra cost to the Customer or the County. The Contractor and the Customer shall work together to identify the alternate collection point. The Contract Administrator shall resolve any dispute between the Contractor and the Customer relating to this issue.

#### 5.12 Solid Waste Collection and Handling

The Contractor shall perform its duties under this Agreement with a minimum of noise and disturbance to the public. Residential Waste shall be collected carefully, in a timely manner, during the Scheduled Collection Days. Each Garbage Receptacle and Recycling Cart shall be emptied and returned to its original location, in an upright manner, with the cover on or adjacent to the receptacle or cart. The Contractor shall place a notice (e.g., red tag) on any materials that were not collected, pursuant to Section 5.28, explaining why the materials were not collected.

### 5.13 Spillage

The Contractor shall not cause or allow any litter or spillage of Solid Waste or other materials to occur in the County as a result of the Contractor's activities. When the Contractor is transporting Solid Waste or other materials, the materials shall be contained, tied, or enclosed so that leaking, spilling and blowing are prevented. The Contractor shall immediately clean up any litter, leakage, or spillage caused by the Contractor's activities. If spillage occurs with oil, hydraulic fluids, leachate, or other liquids, the Contractor shall immediately clean up the spill and then report the time, location, and other relevant details to the Contract Administrator.

### 5.14 Commingling of Materials Prohibited

When collecting or transporting Solid Waste or Source Separated Recyclables, the Contractor shall not commingle: (a) Source Separated Recyclables with Garbage, Yard Waste or other types of Solid Waste; (b) Yard Waste with Garbage, Bulky Waste, or other types of Solid Waste; (c) Residential Waste with Solid Waste or other materials collected or generated outside of the County; or (d) Residential Waste with Solid Waste or other materials collected at or generated on any property that is not Residential Property. Different types of Recyclable Materials may be commingled.

### 5.15 Hazardous-Waste Prohibited

The Contractor shall not collect any item or material that is a Hazardous Waste. If Hazardous Waste is placed at a Customer's Curbside Collection Point, the Contractor shall leave a notice pursuant to Section 5.28, informing the Customer that the Hazardous Waste cannot be collected by the Contractor and providing the phone number for the County facilities that will assist the Customer with the proper handling and disposal of the Customer's materials. The Contractor also shall promptly provide the County with the Customer's address and photographs of the Customer's waste materials so that the County can notify the Customer about the proper disposal methods for the Customer's materials.

### 5.16 Processing Recyclable Materials, Rejects, and Residue

After the Contractor collects a Customer's Source Separated Recyclable Materials, the Contractor shall deliver the Source Separated Recyclable Materials to a Solid Waste Management Facility or other facility for Recycling. The Contractor shall deliver the Source Separated Recyclable Materials only to those facilities that have been approved in advance by the Contract Administrator, and the Contractor shall not change facilities without receiving the Contract Administrator's prior written approval. The Contract Administrator shall approve a facility only if and only for so long as the Contractor can demonstrate that the facility can and will Recycle or beneficially reuse the County's Source Separated Recyclable Materials. The Source Separated Recyclable Materials collected in the Service Area shall not be disposed of in a landfill or elsewhere, unless the Contractor receives the County Administrator's prior written approval for such disposal.

However, the Contractor may dispose of Rejects and Residue in a landfill or other appropriate facility. The Contractor shall be solely responsible for paying the costs of processing and marketing Recyclable Materials, and the costs of removing and disposing any Rejects, Residue, or other contaminated or unacceptable materials. The County does not make and affirmatively disclaims any warranties or representations concerning the quantity or quality of the materials that Customers will set out for collection in Recycling Bins or Recycling Carts.

#### 5.17 Recycling Bins

The County will provide Recycling Bins to the Contractor until the Commencement Date or such earlier time as the County deems appropriate. Until the Commencement Date or an earlier date selected by the County, the Contractor shall deliver one (1) new Recycling Bin to each New Customer within five (5) days after the New Customer is added to the County's Customer list. The Contractor also shall provide one (1) additional Recycling Bin or one (1) replacement Recycling Bin when requested to do so by a Customer or the Contract Administrator. The Recycling Bin shall be delivered on or before the next regularly Scheduled Collection Day for Recyclable Materials or within five (5) days of the request, whichever occurs later. The size, color, and technical specifications of the Recycling Bins shall be determined by the Contract Administrator. The County shall pay the cost of procuring the Recycling Bins that are distributed pursuant to this Section 5.17. ~~All of the costs associated with the storage and distribution of the Recycling Bins shall be paid by the Contractor.~~

#### 5.18 Recycling Carts

Before the Commencement Date, the Contractor shall purchase, assemble, and deliver one (1) new Recycling Cart to each Residential Property in the Service Area. On and after the Commencement Date, the Contractor shall deliver one (1) new Recycling Cart to each New Customer within five (5) days after the Customer is added to the County's Customer list. The Contractor also shall deliver one (1) additional Recycling Cart anytime a Customer requests an additional cart for the collection of the Customer's Recyclables. The Contractor shall be responsible for the procurement, storage, assembly, and distribution of the Recycling Carts and for all costs associated with these activities.

The Contractor shall prepare and maintain an up-to-date list of all of the Customers and Residential Property that receive a Recycling Cart. The list shall identify the date, time, and address of: (a) each delivery of a new or replacement Recycling Cart under this Agreement; (b) each cart exchange pursuant to Section 5.25, below; and (c) each cart repair pursuant to Section 5.21, below. The general format and content of the list shall be subject to the approval of the Contract Administrator. The list shall be provided to the Contract Administrator in an electronic format (e.g., Excel spreadsheet) on the Commencement Date. An updated list shall be provided to the Contract Administrator every six (6) months thereafter.

#### 5.19 Technical Specifications for Recycling Carts

In general, the Recycling Carts shall: (a) have a nominal rated capacity of approximately thirty-two (32) or ninety-six (96) gallons, as applicable; (b) be hot-stamped in accordance with the specifications provided by the Contract Administrator; and (c) be compatible with the hydraulic lifting and dumping mechanism mounted on the Contractor's automated or semi-automated collection vehicles. Each Recycling Cart shall have a flat area on the top (outside) of the lid, which shall be at least eight (8) inches by sixteen (16) inches in size and suitable for the placement of informative stickers or decals. Each Cart in each size category shall be uniform with regard to color, volumetric capacity, dimensions, finished surfaces, and hot-stamping and 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 must obtain the Contract Administrator's prior written approval of the color of the Recycling Carts, before the carts are ordered by the Contractor.

The Recycling Carts also shall comply with the specifications in Exhibit E.

#### 5.20 Title to Recycling Carts

Title to the Recycling Carts shall be held by the Contractor until July 31, 2024. At that time, title to the Recycling Carts shall automatically transfer to and vest in the County, without further action by either Party.

If this Agreement is terminated before July 31, 2024, the County shall notify the Contractor if the County wishes to purchase some or all of the Recycling Carts from the Contractor. At its option, the County shall have the right to purchase the carts by paying the fair market value of the Recycling Carts at the time when the Agreement is terminated. The fair market value of the Recycling Carts may be determined by using any method that is mutually agreeable to both Parties. If the Parties cannot agree, the Contractor shall provide the County with an invoice or other document identifying the purchase price per cart that was actually paid by the Contractor. For the purposes of this Section 5.20, the fair market value of a Recycling Cart shall be the price per cart actually paid by the Contractor, reduced from the Commencement Date to the date of termination, based on a straight-line amortization of the purchase price over seven (7) years.

#### 5.21 Maintenance and Replacement of Recycling Carts

The Contractor shall procure, and maintain at all times, an adequate supply of spare parts (e.g., wheels, lids) for the Recycling Carts it provides for use in the Service Area. The Contractor shall be responsible for maintaining the Recycling Carts in good working condition. The Contractor shall repair or replace a Recycling Cart within five (5) days if (a) if the Contractor observes that the Cart is defective or (b) the Contractor is informed by the Customer or the Contract Administrator that the Recycling Cart needs to be repaired or replaced.

## 5.22 Collections with Recycling Bins and Recycling Carts

Prior to the Commencement Date, the Contractor shall collect all of the Source Separated Recyclable Materials that each Customer places at their Curbside Collection Point in or adjacent to Recycling Bins.

From the Commencement Date until May 8, 2015, the Contractor shall continue to collect all of the Source Separated Recyclable Materials a Customer places at the Curbside Collection Point in or adjacent to a Recycling Bin; however, during this period of time, the Contractor shall leave a notice on the Customer's Recycling Bin, informing the Customer that the Contractor will not collect the Customer's Recyclable Materials in the future unless the Recyclable Materials are placed in a Recycling Cart. The design and content of the notice shall be developed by the Contractor, but shall be subject to the prior approval of the Contract Administrator.

On and after the Commencement Date, the Contractor shall collect all of the Source Separated Recyclable Materials that each Customer places at their Curbside Collection Point in Recycling Carts.

After May 8, 2015, the Contractor is not obligated to collect Source Separated Recyclable Materials that are placed at the Curbside Collection Point unless the Source Separated Recyclable Materials are placed in a Recycling Cart. After May 8, 2015, if a Customer places Source Separated Recyclable Materials at the Curbside Collection Point in a Recycling Bin or a Customer fails to place their Source Separated Recyclable Materials in a Recycling Cart, the Contractor may refuse to collect such material, but the Contractor shall place a non-collection notice on the Recycling Bin or Recyclable Materials, in compliance with Section 5.28, below.

## 5.23 Contractor's Transition Plan

The Contractor shall ensure that there is no disruption experienced by Customers when the Contractor begins to provide its services with Recycling Carts. Accordingly, the Contractor shall prepare and provide the Contract Administrator with a transition plan within thirty (30) days after the Effective Date. At a minimum, the transition plan shall demonstrate that the Contractor will obtain and train the necessary personnel, and procure the necessary vehicles and equipment, prior to the Commencement Date. The transition plan shall explain how and when the Contractor will provide Recycling Carts to Customers prior to the Commencement Date. The transition plan shall be subject to the approval of the Contract Administrator. If requested, the Contractor shall provide additional information to the Contract Administrator concerning the transition plan.

## 5.24 Milestones in Transition Plan

The transition plan shall include the following milestones:



- (a) By September 1, 2014, the Contractor shall provide the Contract Administrator with documentation demonstrating that all necessary collection vehicles, equipment, and Recycling Carts have been ordered and will be delivered to the Contractor's equipment yard no later than January 16, 2015.
- (b) By October 1, 2014, the Contractor shall provide the Contract Administrator with a plan for the assembly and distribution of the Recycling Carts that will be provided to the Customers. The Contractor's plan shall describe the timing, staffing, staging locations, distribution methods, and distribution schedule for the Recycling Carts.
- (c) By November 3, 2014, the Contractor shall provide the Contract Administrator 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 with Recycling Carts. By November 3, 2014, the Contractor shall provide the Contract Administrator with an electronic (digital) copy of the brochures and informational materials that the Contractor intends to provide to Customers concerning the use of the Recycling Carts. The Contractor's notices shall be subject to the Contract Administrator's prior approval.
- (d) By January 16, 2015, the Contractor shall confirm in writing to the Contract Administrator that all of the vehicles and equipment necessary to provide collection service with Recycling Carts have been delivered to the Contractor's equipment yard. In addition, the Contractor shall confirm in writing to the Contract Administrator by January 16, 2015, that all of the Recycling Carts 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 for the assembly and distribution of the Recycling Carts.
- (e) By January 16, 2015, the Contractor shall provide the Contract Administrator with three thousand (3,000) copies of the brochures and informational materials that were approved by the Contract Administrator for distribution to the public concerning the use of the Recycling Carts.
- (f) By January 23, 2015, the Contractor shall publish notice in the local newspaper concerning the commencement of the Contractor's collection services with Recycling Carts. By January 23, 2015, the Contractor also shall deliver brochures and informational materials to all Customers concerning the Contractor's services with Recycling Carts. The notices, brochures, and informational materials shall be subject to the Contract Administrator's approval and shall be provided in compliance with the requirements in Section 12, below.
- (g) By January 28, 2015, the Contractor shall confirm in writing to the Contract Administrator that: (1) the Contractor has published the County-approved notices in the local newspaper; (2) the Contractor has delivered the County-approved

brochures and informational materials to all of the Customers; and (3) Contractor has delivered Recycling Carts to all of the Customers in compliance with this Agreement.

#### 5.25 Exchanging Recycling Carts

The Contractor shall offer Recycling Carts that are approximately thirty-two (32) gallons and ninety-six (96) 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) days after receiving the Customer's request.

A Customer shall be allowed to exchange their Recycling Cart for a different size, without charge, one (1) time before May 8, 2015. The Contractor may charge and collect a delivery fee from the Customer if (a) the Contractor exchanges a Customer's Recycling Cart, at the Customer's request, on or after May 8, 2015 or (b) the Customer exchanges its Recycling Cart more than once. However, the Contractor shall not charge or collect a delivery fee if a Customer delivers their Recycling Cart to the Contractor's local office for exchange. The Contractor also shall waive the delivery fee if the Contract Administrator instructs the Contractor to provide a smaller Recycling Cart to a Customer because the Customer is physically disabled and there are no able bodied people residing with the Customer. ~~The Contractor's delivery fee shall not exceed Twenty-Five Dollars (\$25.00). The Contractor shall be solely responsible for billing its delivery fee and collecting the fee from the Customer.~~

#### ~~5.26 Minimum Warranty for Recycling Carts~~

~~Each Recycling Cart shall be protected by a manufacturer's warranty of at least ten (10) years in duration. The warranty shall explicitly provide that it is transferable to the County and shall be enforceable by the County after the title to the Recycling Carts is transferred to the County. A copy of the manufacturer's warranty shall be provided to the Contract Administrator before the Recycling Carts are ordered by the Contractor.~~

#### 5.27 Collection and Sale of Recycling Bins

When the Contractor delivers a Recycling Cart to a Customer's residence before the Commencement Date, the Contractor shall collect the Customer's Recycling Bin(s), if possible. The Contractor also shall collect all of the Recycling Bins that are set out at the Curbside Collection Point between the Commencement Date and May 8, 2015. Title to the Recycling Bins is held by the County and shall remain with the County until the County sells, discards, or recycles the Recycling Bins. At its option, the County may sell the Recycling Bins to the Contractor for a price that is mutually acceptable to both Parties. In the alternative, the County may require the Contractor to deliver the Recycling Bins to either the designated Recycling facility or a facility located in the County.

## 5.28 Non-Collection Notices

The Contractor shall place a notice on a Customer's Garbage Receptacle, Recycling Bin, or Recycling Cart if the Contractor refuses to collect the materials in the receptacle, bin, or cart. The design and content of the Contractor's non-collection notices shall be developed by the Contractor, but shall be subject to the approval of the Contract Administrator. 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 to call if the Customer has any questions for the Contractor.

## **6. REPAIR OF DAMAGED PROPERTY**

- 6.1 The Contractor's employees shall not damage any public or private property, including but not limited to roads, driveways, sidewalks, utilities, trees, flowers, shrubs, grass, Garbage Receptacles, Recycling Bins, and Recycling Carts.
- 6.2 The Contractor shall promptly notify the Contract Administrator whenever the Contractor's activities cause any injury or damage to any Person or property.
- 6.3 The Contractor shall repair or replace any property that the Contractor damages in the Service Area. If the Contractor repairs any property, the repairs shall restore the property to a condition that is equal to or better than the condition that existed before the damages occurred. If a dispute arises between a Customer and the Contractor, the Contract Administrator has, and may elect to exercise, the authority to determine the Contractor's responsibility under this Agreement for repairing or replacing damaged property. In cases involving damages to County property, the County shall have the option of performing the repair or replacement itself, or using the services of a private contractor, or requiring the Contractor to repair the damages. In all cases, the Contractor shall be solely responsible for paying the cost of repairing or replacing the property it damaged.

## **7. CUSTOMER DISPUTES WITH CONTRACTOR**

The Contract Administrator has the authority to resolve any disputes between a Customer and the Contractor concerning any matter arising under this Agreement, including but not limited to the location of the Curbside Collection Point, the service to be provided to the Customer, and the amount of any fees to be paid for Special Services.

## **8. TREATING COMMERCIAL AND MULTIFAMILY RESIDENCES AS RESIDENTIAL PROPERTY**

- 8.1 Under this Agreement, the Contractor shall not collect and shall not be paid for the collection of Solid Waste from any commercial establishments, businesses, or industries.
- 8.2 The County may allow Multifamily Residential Property, condominiums, and subdivisions to change from commercial Solid Waste collection services to residential

collection service. If the County allows such changes to occur after the Effective Date, the Contract Administrator and the Contractor shall jointly account for and agree upon the number of New Customers that will receive collection services from the Contractor under this Agreement. If there is a dispute between the County and the Contractor about this issue, the Contractor initially shall be paid only for the number of Customers that both Parties agree upon. When the dispute is resolved, the Contractor shall be paid retroactively, if necessary, to make the Contractor whole for the services it has provided.

## 9. RATES, COMPENSATION AND FRANCHISE FEES

### 9.1 Payments by the County

Except as otherwise provided herein, 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 shall be paid in accordance with the Rates set forth in Exhibit D, which is attached hereto and incorporated herein. The Rates set forth in Exhibit D shall be applied uniformly to all Customers, regardless of the number of Garbage Cans, Recycling Bins, or Recycling Carts used by any Customer.

### 9.2 CPI Adjustment

Once each year, the County shall adjust the Contractor's Rates, upward or downward, to reflect the percentage change in the consumer price index (CPI) that occurred during the preceding twelve months. However, the CPI adjustment shall not exceed four percent (4%) in any one year (i.e., the CPI adjustment shall not be greater than four percent (4%) of the Rate in effect immediately before the adjustment occurs). 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 items in the wage earners and clerical workers (CPI-W) category for the South Urban Area.

Each CPI adjustment shall take effect on October 1. There will be no CPI adjustment on October 1, 2014. The first CPI adjustment shall take effect on October 1, 2015. The CPI adjustment shall reflect the percentage change in the CPI, measured from April 1<sup>st</sup> in the previous calendar year to March 31<sup>st</sup> of the calendar year in which the adjustment will occur. The percentage change in the CPI shall be calculated by using the following formula:

PC equals CPI 1, divided by CPI 2, minus 1.0, multiplied by 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 2014)

CPI 2 is the CPI index number for April in the year before CPI 1 (e.g., April 2013)

Notwithstanding the foregoing provisions of this Section 9.2, the CPI adjustments that shall take effect on October 1, 2015, 2016, and 2017, shall be calculated in a different manner. The CPI adjustments for October 1, 2015, 2016, and 2017 shall be calculated in accordance with the normal procedures described above, and then the amount of the increase or decrease in the Rates shall be reduced by an additional two percent (2%). For example, if the CPI adjustment for October 1, 2015 is calculated to increase the Rates by three percent (3%), the actual CPI adjustment shall increase the Rates by only one percent (1%). Similarly, if the CPI adjustment for October 1, 2015 is calculated to increase the Rates by one-half of one percent (0.5%), the actual CPI adjustment shall reduce the Rates by one and one-half percent (1.5%).

### 9.3 Extraordinary Rate Adjustment

Once each year, the Contractor may petition the County for a Rate adjustment, based on extraordinary changes in the cost of providing services under this Agreement. The Contractor shall submit appropriate documentation to fully explain and support any claim for a Rate adjustment. The Contractor's request shall include an audited statement that documents the extraordinary changes in the Contractor's costs. The Contract Administrator shall review and recommend approval or denial of the Rate adjustment. The Board shall consider the Contractor's request for a Rate adjustment at a duly noticed public meeting. At its sole discretion, the Board may approve or deny the request. If the request is granted, the Board shall have the right to reduce the Contractor's Rates when the cost of the Contractor's operations returns to normal. Every six (6) months after a request is granted, the Board shall have the right to request, and the Contractor shall prepare, an updated audit to demonstrate why the extraordinary Rate adjustment should remain in effect.

### 9.4 Contractor's Invoices

The Contractor shall prepare and submit a monthly invoice to the County for the work that was performed during the preceding month. The invoice shall identify the number of Customers that were served, the Rate that should be charged for each Customer, and the total payment due to the Contractor. The first invoice shall cover the period from the Effective Date until the end of the calendar month that includes the Effective Date. Thereafter, each invoice shall cover the work performed during the preceding calendar month.

### 9.5 Payment Time

The Contractor shall be paid all undisputed amounts within forty-five (45) days after the County receives a proper invoice for the work performed by the Contractor during the preceding month.

#### 9.6 Payment Calculation

The Contractor's total monthly fee shall be calculated by multiplying the appropriate Rate times the total number of Customers served by the Contractor during the preceding month. The number of Customers shall be reported by the Contractor, but the number shall be subject to verification by the County.

#### 9.7 Franchise Fee

A franchise fee shall be delivered to the County each month with the Contractor's invoice for its services under this Agreement. The Contractor shall pay a franchise fee to the County for any revenue generated above and beyond the base revenue generated by the Contractor's Regular Service in the Service Area (i.e., one (1) day a week collection for Solid Waste, Recycling, and Yard Waste). If additional or Special Services are provided to any individual residential units or communities, the Contractor shall pay a two percent (2%) franchise fee on the gross revenue collected for the Special Services and any other additional collections service provided in the Service Area. The franchise fee shall be delivered to the County each month with a description of the Special Services and additional collections provided.

#### 9.8 Number of Customers

The County and the Contractor shall work together to identify the number of Customers that are served by the Contractor under this Agreement. The number of Customers shall be verified within six (6) months of the Effective Date, and shall be reconfirmed from time-to-time thereafter. The number of Customers shall be verified by both the County and the Contractor by performing an actual visual count of each Residential Property, or by using geographic information systems, or by using other methods that are acceptable to the County and the Contractor.

#### 9.9 Adjustments to Customer List

The County shall adjust the number of Customers, upward or downward, once each 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. The Contractor has an affirmative duty to ensure that the County's list of Customers is accurate and does not include undeveloped lots, empty homes or dwelling units, or abandoned property. The Contractor's drivers shall promptly notify their supervisors, who shall promptly notify the Contract Administrator, if the drivers see any Residential Property that they believe should be removed from or added to the County's list of Customers.

#### 9.10 Overpayments and Underpayments

If the Contractor provides service to a Person that has been mistakenly omitted from the County's list of Customers, the Contractor shall provide the Contract Administrator with

appropriate information, in the format requested by the Contract Administrator, to determine whether the Person should be added to the County's Customer list. If the Contract Administrator verifies that the Person should be added to the County's Customer list, the County shall pay the Contractor for the Regular Services provided to the Customer. If the County overpays the Contractor for any reason, the Contractor shall promptly notify the Contract Administrator, and the County shall adjust its monthly payments to the Contractor to offset any prior overpayments.

Notwithstanding anything else contained herein, the County shall have no obligation to pay the Contractor for services rendered by the Contractor more than one (1) calendar month before the Contractor notifies the Contract Administrator that the Contractor has been providing its service to a Person or Residential Property that was omitted from the County's list of Customers. The Contractor hereby waives its right to payment for services provided more than one (1) calendar month prior to its notice to the Contract Administrator. For example, if the Contractor gives notice in October that the Contractor has provided service to a Customer since June, the Contractor shall receive payment for the services it provided in September and October, but the Contractor shall not be entitled to any payment for services it rendered prior to September.

#### 9.11 Diesel Fuel Adjustment Fee

~~The County shall pay an additional fee (i.e., "the Fuel Adjustment Fee") to the Contractor, and the Contractor shall pay a Fuel Adjustment Fee to the County, when required by the provisions of this Section 9.11. The Fuel Adjustment Fee shall be invoiced quarterly in arrears. The Fuel Adjustment Fee shall reflect the monthly changes in the price of Number 2 Diesel, as reported in the FDOT Fuel and Bit Price Index (FDOT Index) (<http://www.dot.state.fl.us/construction/fuel&bit/Fuel&Bit.shtm>).~~

The Fuel Adjustment Fee shall be paid for diesel fuel that is used by the Contractor's collection vehicles, but only when such vehicles are used to collect and transport the County's Residential Waste in St. Johns County in compliance with this Agreement. The Contractor shall compile and maintain accurate records demonstrating that the Contractor has complied with the requirements in this Section 9.11. The County may withhold payment of any invoice from the Contractor for the Fuel Adjustment Fee until the Contractor provides adequate documentation to support the invoice. At any time the County may monitor and audit the fuel consumption records of the Contractor for the collection and transportation of the County's Residential Waste.

The "Base Fuel Price" (BFP) will be set at \$3.2251 per gallon, beginning April 1, 2014. The Base Fuel Price shall be adjusted each month thereafter, based on the change during the preceding month in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for all items in the wage earners and clerical workers (CPI-W) category for the South Urban Area. This CPI adjustment will establish a "Monthly Base Fuel Price" (MBFP).

The MBFP will be subtracted from the FDOT Index Price for that month to derive the "Price Differential" per gallon of diesel fuel for the subject month. This Price Differential will then be multiplied by the number of gallons consumed by the Contractor during the month for the collection and transportation of the County's Residential Waste in the County in compliance with this Agreement. The resulting value is the amount of the Fuel Adjustment Fee for that month.

When the FDOT Index Price is greater than the Base Fuel Price, the Fuel Adjustment Fee will be paid by the County to the Contractor. When the FDOT Index Price is less than the Base Fuel Price, the County will deduct the Fuel Adjustment Fee from the County's payments to the Contractor.

The Fuel Adjustment Fee shall be calculated by using the following formulas:

$$\text{BFP} \times \text{Monthly CPI Adjustment} = \text{MBFP}$$

$$\text{FDOT Index} - \text{MBFP} = \text{Price Differential (Per Gallon of Diesel Fuel)}$$

$$\text{Gallons Used by Contractor} \times \text{Price Differential} = \text{Fuel Adjustment Fee}$$

The following hypothetical examples use hypothetical values to demonstrate how the Fuel Adjustment Fee will be calculated:

Example No. 1:

$$\$3.2251 \text{ (BFP)} \times 1.003 \text{ (CPI Adjustment)} = \$3.2348 \text{ (MBFP)}$$

$$\$3.2348 \text{ (MBFP)} - \$3.1818 \text{ (FDOT Index)} = \$0.053 \text{ (Price Differential)}$$

$$1,000 \text{ Gallons (Fuel Used)} \times \$0.053 \text{ (Price Differential)} = \$53.00 \text{ (Fuel Adjustment Fee to be paid by the Contractor to the County)}$$

Example No. 2:

$$\$3.2251 \text{ (BFP)} \times 0.995 \text{ (CPI Adjustment)} = \$3.2089 \text{ (MBFP)}$$

$$\$3.3311 \text{ (FDOT Index)} - \$3.2089 \text{ (MBFP)} = (\$0.1222) \text{ (Price Differential)}$$

$$1,000 \text{ Gallons (Fuel Used)} \times (\$0.1222) \text{ (Price Differential)} = \$122.20 \text{ (Fuel Adjustment Fee to be paid by the County to the Contractor)}$$

#### 9.12 Right to Verify Payments

The County's acceptance of any payment from the Contractor and 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 of any claim that the County may have for additional sums payable from the Contractor. At any time within the applicable statute of limitations, the County may recalculate and collect any amounts that are payable to the County under this Agreement, plus interest at the maximum rate allowed by law and all costs of collection, including attorneys' fees and court costs.

## 10. CHANGES IN SCOPE OF WORK

- 10.1 The County shall have the unilateral right to make changes in this Agreement to benefit the public health, safety or welfare, or to comply with a Change in Law. The County, at its sole discretion, may request modifications to this Agreement relating to the scope of the Contractor's services.

The County shall use the following procedure when implementing a proposed change to this Agreement:

- (a) The County shall send reasonable advance notice to the Contractor of the proposed change in service;
- (b) The County shall provide the Contractor with a reasonable period of time to implement the proposed change;
- (c) The County and the Contractor shall negotiate in good faith to establish the amount of any adjustment, upward or downward, in the Contractor's Rates that are appropriate in light of the proposed change in service;
- (d) In the event the County and the Contractor cannot reach an agreement as to the amount of any adjustment in the Contractor's Rates, then the County shall have the right to require that the dispute be settled by arbitration in accordance with the rules of the American Arbitration Association;
- (e) Upon receiving notice of the County's intent to submit the dispute to arbitration, the Contractor shall implement the change in service as directed by the County, with the adjustment in Rates proposed by the County. The County and the Contractor agree that the adjustment in Rates set by the arbitrator shall be implemented retroactively to the beginning of the change in service so that the Parties are made whole.
- (f) The cost of arbitration shall be shared and paid equally by the Contractor and the County.

## 11. OPERATION DURING A DISPUTE

If a dispute arises between the County, the Contractor, or any other Person that in any way relates to the Contractor's performance under this Agreement, the Contractor shall continue to

perform its duties in strict compliance with the terms and conditions of this Agreement, regardless of the pending dispute.

## 12. NOTIFICATION BY CONTRACTOR

### 12.1 Public Notice of Schedules and Services

At least seven (7) days but not more than twenty (20) days prior to the Commencement Date, the Contractor shall provide notice to its Customers concerning the Contractor's schedules and services. The notice shall be published in the local newspaper that has the largest circulation in the Service Area. Notice also shall be delivered to each Customer, by using door hangers, flyers, or similar means. The content and form of the notice are subject to the prior approval of the Contract Administrator. At a minimum, the notices shall include the following information:

- (a) The collection day for each collection route and for each type of material (i.e., Garbage, Recyclables, Bulky Waste, and Yard Waste).
- (b) The types of Special Services that will be provided by the Contractor, if requested by the Customer.
- (c) The location of the Contractor's office, the Contractor's mailing address, and the Contractor's toll-free telephone number, which should be called for information about the Contractor's services or to report a complaint.
- (d) The name of the Contractor's manager for the Service Area.
- (e) The types of materials that the Contractor will not collect (e.g., Hazardous Waste).
- (f) The size and weight limitations, if any, on the materials that the Contractor will collect (e.g., fifty (50) pounds per Garbage Receptacle).
- (g) The telephone number to call for information from the County about its services and facilities.
- (h) The proposed date and location of any upcoming community clean up program.

### 12.2 Notification of Route and Schedule Changes

The Contractor may change its collection routes, schedules, and manner of collection, but shall provide written notification to all affected Customers at least ten (10) days before the Contractor implements the change. Notification of changes shall be provided to each Customer with a door hanger, flyer or other method approved by the Contract Administrator. During the first week following the change, the Contractor shall provide

an additional pick up and notice to each Customer that fails to place its Residential Waste at the Curbside Collection Point at the appropriate time or in the appropriate manner.

### 12.3 Notification to County of Routes and Schedules

No later than thirty (30) days after the Effective Date, the Contractor shall provide the Contract Administrator with a map showing all of the routes that the Contractor will use for the collection of Residential Waste in the Service Area. The route map shall designate the beginning and ending point of each route, and the days and times when service will be provided to each route. If the Contractor decides to make any temporary changes to a route or the day, time, or manner of collection, the Contractor shall immediately provide verbal notification to the Contract Administrator and then shall provide written confirmation within one (1) business day. If the Contractor wishes to make a permanent change to any route or the day, time, or manner of collection, the Contractor shall provide written notice and an updated map to the Contract Administrator at least twenty (20) days before the Contractor implements the change.

### 12.4 Notification to New Customers

The Contractor shall provide notice to New Customers when the Contractor begins to provide collection service to those Customers. The notice shall be delivered to each New Customer by using door hangers, flyers or similar means. The content and form of the notice are subject to the prior approval of the Contract Administrator, but shall include the information identified in Sections 12.1(a) through 12.1(h), above.

## **13. ~~PUBLIC AWARENESS, EDUCATION AND COMMUNITY CLEAN-~~ UP PROGRAMS**

13.1 The Contractor shall assist the County with its efforts to inform the public about the goals and objectives of the County's Solid Waste management program. At least once each calendar year, the Contractor shall provide each Customer in their service area with informational, promotional, and educational materials concerning the waste management programs and services offered by the County and Contractor. These materials shall include information about the proper management and disposal of Hazardous Waste and Special Waste, and shall identify the locations of the County's collection centers for such materials. The form and content of the materials shall be subject to the prior approval of the Contract Administrator. This annual informational service is in addition to the Contractor's initial notification to the public about the Contractor's schedules pursuant to Section 12.1, above.

13.2 The Contractor shall conduct twelve (12) community clean-up programs each calendar year, including one paper shredding event. The County, in consultation with the Contractor, shall designate the times, dates, locations, and scope of each clean-up program, except the paper shredding event, which shall be designated by the Contractor. The Contractor shall publish notice of each program in the local newspaper that has the largest circulation in the Service Area. The Contractor also shall deliver door hangers or

flyers to those Customers or areas designated by the County. The notices shall be subject to the prior approval of the Contract Administrator. The Contractor shall provide at least four (4) containers, each with a minimum capacity of forty (40) cubic yards, for each program. The Contractor shall pay the cost of collecting and transporting the contents of the containers to the County's Solid Waste Management Facilities. The County shall pay the cost of disposal for the materials collected during the clean-up programs, except the paper shredding event.

#### **14. DELIVERY TO DESIGNATED DISPOSAL FACILITIES**

##### **14.1 Delivery to Designated Facilities**

The Contractor shall deliver all of the Solid Waste it collects in the Service Area pursuant to this Agreement to a Solid Waste Management Facility or Recycling facility designated by the County. The designated facilities for the disposal of Garbage and Rubbish are the Tillman Ridge Transfer Station, which is located at 3005 Allen Nease Road, Elkton, Florida 32033, and the County's Stratton Road Transfer Station, which is located at 250 Stratton Road North, St. Augustine, Florida 32095. The designated facilities for the disposal of Yard Waste are the privately operated Yard Waste facility that is located at the Nine Mile Road Landfill, 445-A International Golf Parkway, St. Augustine, Florida 32095, and the facility operated by Indianhead Exploration, LLC, which is located at 1700 Adams Acres Road, St. Augustine, Florida 32084. The Contractor shall deliver all of the Source Separated Recyclable Materials it collects under this Agreement to a properly licensed Recycling facility. The Recycling Facility shall be subject to the approval of the Contract Administrator, which shall not be unreasonably delayed or denied.

##### **14.2 Prohibited Deliveries**

Unless the Contractor receives the Contract Administrator's prior written approval, the Contractor shall not deliver the following materials to a Solid Waste Management Facility owned by the County: (a) Hazardous Waste; (b) Solid Waste that is not authorized for processing or disposal at the County's facility, in compliance with all Applicable Laws; and (c) Solid Waste collected outside of the County.

##### **14.3 Restricted Deliveries**

If the Contractor collects Solid Waste in the County from a person that is not a Customer under this Agreement, or if the Contractor collects material that is not Residential Waste, the Contractor may deliver the Solid Waste to a Solid Waste Management Facility owned by the County, but in such cases: (a) the Contractor must notify the Contract Administrator at or before the time the Solid Waste is delivered to the County's facility; (b) the Contractor must pay the applicable disposal and processing fees to the County; and (c) the driver of the Contractor's collection vehicle must tell the scale house operator to charge the Contractor for the disposal of the materials. Among other things, these requirements apply to the disposal of Solid Waste that the Contractor collects in the

County from commercial, industrial, governmental and institutional properties and entities.

#### 14.4 Misuse of Residential Waste Collection Vehicles

Unless the Contractor receives the prior written approval of the Contract Administrator, the Contractor shall only use its residential waste collection vehicle (e.g., rear loading vehicles) to collect Residential Waste generated by a Customer, and shall not use such vehicles to collect Solid Waste generated on or by commercial, industrial, governmental or institutional properties or entities. Unless the Contractor receives the Contract Administrator's prior written approval, the Contractor shall pay the applicable processing and disposal fees for the entire load, and shall be subject to liquidated damages or other sanctions under this Agreement, if the Contractor uses a residential waste collection vehicle to deliver Solid Waste generated on or by commercial, industrial, governmental or institutional properties or entities, or delivers such waste with Residential Waste.

### 15. CONTRACTOR'S PERSONNEL

- 15.1 The Contractor shall designate qualified individuals to supervise and be responsible for the Contractor's operations within the Service Area. At a minimum, the Contractor shall have at least one site manager and one supervisor to ensure that the Contractor's work complies with the requirements in this Agreement. The Contract Administrator shall be given the names of the Contractor's site manager(s) and supervisor(s), as well as the telephone number(s) and e-mail addresses where these employees can be reached twenty-four (24) hours per day.
- 15.2 The Contractor's collection employees shall wear a uniform or shirt, clearly identifying the Contractor's name and the name of the employee, at all times when the employee is working in the County.
- 15.3 All of the Contractor's drivers shall carry a valid Florida commercial driver's license, suitable for the type of vehicle that is being driven, at all times when operating collection equipment in the County. The Contractor shall ensure that all of its employees are fully trained and qualified before they drive any equipment in the County or undertake any other duties under this Agreement.
- 15.4 The Contractor shall provide operating and safety training for all of its personnel before they commence work under this Agreement and such training shall be updated on a regular basis. The Contractor shall initiate and maintain a drug screening program for its employees during their employment with the Contractor. The Contractor's drivers shall be assigned to routes in the Service Area only after they are aware of the specific area and route that is to be served.
- 15.5 Before beginning work under this Agreement, the Contractor shall inform all of its collection employees about the procedures that are to be followed in the event that (a) the employees are involved in an accident with a vehicle, (b) other circumstances arise where

there is damage to public or private property, or (c) there are complaints from Customers. The Contractor's employees shall at all times and in all circumstances treat all Customers in a polite and courteous manner. The Contractor's employees shall not use loud or profane language while performing their duties under this Agreement. If a Customer is belligerent or unduly upset, the Contractor shall promptly notify the Contract Administrator. If deemed necessary, the Contract Administrator shall work with the Contractor to resolve the Customer's complaint. The Contractor shall provide each employee with a telephone number to call in the event of an accident or emergency.

## 16. COLLECTION VEHICLES AND EQUIPMENT

### 16.1 General Standards

At all times the Contractor shall have available in a local equipment or vehicle yard, and in good working condition, adequate numbers and types of vehicles and equipment to efficiently and timely perform the Contractor's duties under this Agreement. All vehicles and equipment shall be licensed in the state of Florida, operated in compliance with all Applicable Law, and maintained in compliance with the manufacturer's recommendations. The Contractor's Solid Waste collection equipment shall be of the enclosed loader packer type or other equipment that meets industry standards and complies with the requirements of the American National Standards Institute (ANSI). ~~On and after the Commencement Date, the vehicles used to collect Source Separated Recyclable Materials shall be designed for the automated or semi-automated collection of such materials in Recycling Carts as part of a "single stream" or "all-in-one" collection process. At any time, the Contractor may use other equipment if such equipment is compatible with the County's needs, suitable for unloading at the County's designated facility, and in compliance with industry standards, ANSI requirements, and this Agreement. However, all of the Contractor's Solid Waste collection equipment and Recyclable Material collection equipment shall be subject to the County's prior approval.~~

### 16.2 Condition

All of the Contractor's vehicles and equipment shall be maintained and kept in good repair and appearance, and in a clean and sanitary condition, at all times. The Contractor shall wash, clean, repair or maintain any vehicle or piece of equipment within forty-eight (48) hours after being requested to do so by the Contract Administrator. The Contractor shall not use any vehicle or equipment that is more than seven (7) years old, except on an emergency or reserve basis.

### 16.3 Vehicle Identification

All of the vehicles used by the Contractor for the collection of Solid Waste or Recyclable Materials shall clearly identify the Contractor's name, local telephone number, and vehicle number, on both sides and the rear of the vehicles, in letters and numbers that are at least five (5) inches tall. Equipment shall be marked in a similar manner. Recycling collection vehicles shall be clearly marked to indicate that they are used for Recycling.

#### 16.4 Reserve Vehicles

The Contractor shall have available reserve vehicles and equipment, which can be put into service within two (2) hours of any breakdown. The reserve vehicles and equipment shall correspond in size and capacity to the vehicles and equipment normally used by the Contractor to perform its duties under this Agreement. Vehicles and equipment required for extended emergencies shall be subject to the requirements in Section 20 of this Agreement.

#### 16.5 Properly Equipped Vehicles

Each of the Contractor's collection vehicles shall carry at all times appropriate tools and supplies to clean up any litter or spillage that may occur while the vehicles are being used in the County. Each vehicle shall at all times carry a spill response kit, which is suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from the Contractor's vehicles.

#### 16.6 Properly Loaded and Enclosed Vehicles

All of the Contractor's vehicles shall be covered, enclosed, sealed, or otherwise secured to prevent blowing or littering of Solid Waste, and spillage of fluids. The Contractor's vehicles shall not be overloaded, either by weight or by stacking oversized or excessive materials on the vehicle.

#### 16.7 Vehicle Inventory; Dedicated Fleet

Within ten (10) days after the Effective Date, the Contractor shall provide the Contract Administrator with a list of the vehicles that will be used to provide the services required under this Agreement. The list shall be presented in a format approved by the Contract Administrator. At a minimum, the Contractor's list shall identify: (a) the type of vehicle; (b) the make, model and model year; (c) the license tag number; (d) the vehicle identification number; (e) the vehicle's age; and (f) the date when the vehicle will be replaced. The Contractor's list also shall provide the same information for each reserve vehicle. The Contractor's list shall be updated at least once every six (6) months and provided to the Contract Administrator.

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 the vehicles used outside of the Service Area shall not be used to provide collection service pursuant to this Agreement, unless the Contractor receives the Contract Administrator's prior written approval for such action. If such approval is granted, the Contractor shall notify the Contract Administrator within one hour after a vehicle normally used outside the Service Area is brought into the County and used to provide collection service pursuant to this Agreement.

#### 16.8 Contractor's Local Office

The Contractor shall maintain an office within the Service Area, which shall be equipped with a sufficient number of employees and telephones to enable the Contractor to receive and respond to complaints promptly. The Contractor's site manager(s) and supervisor(s) shall be based in and work from the Contractor's local office. At least two (2) toll-free telephone numbers for the office shall be listed in the local telephone directory. The office shall be open to the public at least from 7:00 a.m. until 6:00 p.m., Monday through Friday, and 7:00 a.m. until 1:00 p.m. on Saturday, except Holidays. The Contractor shall use a telephone answering machine or service to receive Customer inquiries when the office is closed. The answering machine or service shall give Customers the telephone number that the Customers may use to report an emergency. 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. The Contractor shall have extra staff working in the Contractor's office in February 2015 and as long thereafter as necessary to ensure Contractor's compliance with the requirements in this Agreement following the Commencement Date. Recycling Carts shall be stored at the Contractor's local office and made available to Customers, pursuant to Section 5.25, above.

#### 16.9 Contractor's Equipment Yard

The Contractor's equipment yard shall be maintained in a safe condition, in compliance with all Applicable Laws. The Contractor's equipment shall be stored and secured in the Contractor's equipment yard, which shall be closed and locked after normal business hours.

#### 16.10 County Inspections of Contractor's Work

The County shall have the right to inspect the Contractor's office, equipment yard, and equipment during normal business hours to evaluate whether the Contractor is in compliance with the requirements of this Agreement. The County also may perform unannounced inspections and evaluations of the Contractor's routes and performance under this Agreement. The Contract Administrator 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 Recyclable Materials in the County. The Contract Administrator also may require any collection vehicle or other equipment to be cleaned, washed, painted, repaired or maintained immediately. In such cases, the Contractor shall comply with the Contract Administrator's request within one (1) business day or the Contractor shall take the vehicle or equipment out of service until the requested work can be completed.

#### 16.11 Notice of Violations

The Contractor shall promptly provide written notification to the Contract Administrator if the Contractor or its employees receive a ticket or citation by any law enforcement



agency while performing any work in the County.

#### 16.12 GPS Records

If the Contractor uses Global Positioning Systems (“GPS”) to track and record the locations of its collection vehicles, the Contractor shall provide the GPS logs and records (if any) to the Contract Administrator within five (5) days after receiving a written request for such records. However, nothing contained herein shall be construed to require the Contractor to install GPS equipment in its vehicles or to collect and record the data from any GPS.

#### 16.13 CNG Fueling Station and Contractor’s CNG Vehicles

The County plans to participate in a public-private partnership and thereby arrange for the construction of a fueling station (“Fueling Station”) for vehicles that use Compressed Natural Gas (“CNG”). The Fueling Station shall be owned, operated, and maintained by a private company. The Contractor shall use the Fueling Station to fuel the CNG collection vehicles that the Contractor uses to collect and transport the County’s Residential Waste in St. Johns County. The terms and conditions governing the Contractor’s use of the Fueling Station shall be the subject of a separate agreement between the Contractor and the owner or operator of the Fueling Station.

The County anticipates that the Fueling Station will be constructed by July 2015. Within six (6) months after the CNG Fueling Station becomes available for the Contractor’s use, the Contractor shall replace all of the diesel fueled vehicles it uses for the collection of Recyclable Materials with CNG-fueled vehicles. The Contractor must comply with the requirements in this Section 16.13 only to the extent that the Fueling Station is operational, available for the Contractor’s use, and has an adequate supply of CNG to meet the Contractor’s needs.

### 17. COMPLAINTS

- 17.1 The Contractor shall prepare and maintain a complaint log for all of the complaints received from individuals and the County. Each complaint shall be recorded on a standard form, in a format approved by the Contract Administrator, and the forms shall be kept in the complaint log. At a minimum, the standard forms shall include the following information: (a) the date and time when the complaint was received; (b) the date and time when the problem occurred; (c) the source of the complaint (Customer, County, or other); (d) the name, address, and telephone number of the Person reporting the complaint, and the location of the problem, if different than the complainant’s address; (e) the Contractor’s truck number, if available; (f) the nature of the complaint; (g) the name of the Person assigned by the Contractor to respond to the complaint; (h) the ultimate action taken by the Contractor; and (i) the date and time when the complaint was resolved.

17.2 Reserved

- 17.3 The Contractor shall respond to all complaints as expeditiously as possible. If the Contractor receives a complaint before 12:00 p.m. (noon), Monday through Friday, the Contractor shall respond to the complaint on the day it is received. If a complaint is received after 12:00 p.m. (noon), or on a Saturday, or on the day before a Holiday, the Contractor shall respond no later than 12:00 p.m. (noon) on the next business day.
- 17.4 On or before the tenth day of each month, the Contractor shall provide the Contract Administrator with a summary of the complaints received by the Contractor during the preceding month. If requested by the Contract Administrator, each month the Contractor shall provide the Contract Administrator with a more detailed written report, in a format approved by the Contract Administrator, concerning the complaints received during the preceding month. At a minimum, the report shall identify the number of complaints received, the general nature of the complaints, the number of complaints that have not been resolved, and the basic facts concerning any complaints that have been unresolved for more than two (2) business days.
- 17.5 If the Contractor is unable to resolve a complaint or other problem within the time specified herein, or if the Contractor disputes the validity of a Customer complaint, the Contractor must notify the County in writing within the time period specified herein for addressing the problem. The Contractor's notification shall provide sufficient information to explain the Contractor's position and any suggestions for resolving the issue.
- 17.6 The County, in its discretion, may attempt to resolve complaints that are not timely resolved by the Contractor. The Contractor shall be liable for any costs reasonably incurred by the County to resolve such complaints.

**18. LIQUIDATED DAMAGES**

18.1 The Contractor and the County 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 to calculate, at best. Accordingly, the County and the Contractor 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 are supplemental to any other remedies the County may have under this Agreement or at law or in equity. If the Contractor fails to perform in accordance with this Agreement, the County, without waiving any other remedies and without reducing the Contractor's obligation to operate in strict compliance with the terms of this Agreement, may deduct the following amounts from any sum that otherwise would be payable to the Contractor under this Agreement:

- |     |   |                                |
|-----|---|--------------------------------|
| (a) | Failure to collect the Garbage, Rubbish, Yard Waste, Bulky Waste, or Source Separated Recyclable Material set out for collection by a | \$25 per incident per Customer |
|-----|---|--------------------------------|

Customer on a Scheduled Collection Day.

- |     |   |                      |
|-----|---|----------------------|
| (b) | Failure to address a Customer's complaint by the close of business on the next business day.  | \$25 per incident    |
| (c) | Failure to leave a notice with a Customer pursuant to Section 5.28, or failure to notify the County pursuant to Section 5.15, if the Customer places unacceptable or inappropriately prepared materials at the Curbside Collection Point. | \$25 per incident    |
| (d) | Failure to return Garbage Receptacles or Recycling Carts to the Curbside Collection Point, pursuant to Section 5.12, at three (3) or more residential units on one route.   | \$10 per residence   |
| (e) | Collection of materials on days or at times that are not authorized by this Agreement, when such collections occur more than three (3) times in a thirty (30) day period.   | \$100 per incident   |
| (f) | Failure of Contractor's employees to conduct themselves in an appropriate manner or failure to treat Customers in a polite and courteous manner.  | \$50 per incident    |
| (g) | Failure of Contractor's employees to comply with uniform requirements.  | \$50 per incident    |
| (h) | Commingling Yard Waste or Source Separated Recyclables with Garbage or other inappropriate materials.   | \$200 per incident   |
| (i) | Commingling commercial waste or other types of inappropriate material with Residential Waste for disposal at the County's Solid Waste Management Facility.  | \$1,000 per incident |
| (j) | Delivering commercial waste, or waste collected outside of the County, or other materials that are not Residential Waste, to the County's facilities in a Residential Waste collection vehicle.   | \$1,000 per incident |

(k)	Failure to clean up spillage (e.g., oil, hydraulic fluid, leachate, Garbage, Recyclables) or litter on the day notice of such spillage or litter is received.	\$100 per incident
(l)	Failure to maintain office hours and provide telephone service as required by Section 16.8 of this Agreement.	\$50 per incident
(m)	Failure to properly display Contractor's name, local phone number and vehicle number on equipment and vehicles.	\$50 per incident
(n)	Failure to provide the initial or annual notices to Customers concerning schedules and Solid Waste services.	\$50 per day after the due date
(o)	Failure to submit an annual certification by the date prescribed in Section 28, below.	\$50 per day
(p)	Contractor's vehicle operator not in possession of a valid commercial driver's license.	\$100 per incident
(q)	Failure to complete an incomplete route within the time period requested by the Contract Administrator.	\$100 per incident
(r)	Failure to deliver Solid Waste collected pursuant to this Agreement to the designated facility.	\$1,000 per load
(s)	Failure to receive prior approval or give proper notification of a change to a route, schedule or method of collection.	\$500 per incident
(t)	Delivery of out-of-county Solid Waste at the County's facility for disposal as Residential Waste	\$5,000 per load for the first incident \$10,000 per load for any subsequent incident
(u)	Failure to carry a spill response kit in the Contractor's collection vehicle	\$50 per incident

- (v) Disposal of Source Separated Recyclable Material \$300 per load
- (w) Failure to submit a required report or document to the County in compliance with the applicable deadline in this Agreement \$100 per incident; \$100 per day after 30 days
- (x) Failure to provide notice and comply with the requirements in Section 5.24(f) by January 23, 2015 \$1,000
- (y) Failure to deliver all of the Recycling Carts in compliance with the transition plan and Section 5.24 by January 23, 2015 \$5,000

18.2 The Contractor shall not be required to pay liquidated damages in those cases where the delay or failure in the Contractor's performance was excused in writing in advance by the Contract Administrator, or was due to an unforeseen cause that was beyond the Contractor's reasonable control and was not the result of an error or negligence by the Contractor.

18.3 ~~The Contract Administrator shall notify the Contractor in writing if the County intends to assess liquidated damages, and shall state the basis for each assessment. If the Contractor disputes the County's claim for liquidated damages, the Contractor shall, within five (5) days of receiving the Contract Administrator's notice, submit a written objection that identifies the grounds for the Contractor's position. If the Contractor cannot resolve its dispute with the Contract Administrator or the County Administrator, the Contractor may present the dispute to the Board, which shall provide the Contractor with an opportunity to be heard at a public meeting.~~

## 19. SPECIAL SERVICES

### 19.1 Additional Collection Services for Communities

Under this Agreement, the Contractor must provide Regular Service to each Customer – i.e., the Contractor must collect Garbage, Recyclables, and Yard Waste from each Customer, once each week, at the Curbside Collection Point. Subject to the conditions set forth in this Section 19, the Contractor shall collect one or more materials two (2) times each week, or shall collect one or more materials at a location other than the Curbside Collection Point (e.g., at a side door location or at a centralized location in the community), if requested to do so. Such Special Services shall be provided by the Contractor if a community with an established homeowners association (“Homeowners Association”), a municipal service district (“MSD”), or other entity responsible for the financial obligations of the community (collectively, “Community”) requests Special Services, but the Contractor's Special Services shall be subject to the following criteria:

- (a) The Community and the Contractor must enter into a written agreement, which provides that the Community shall be solely responsible for paying the Contractor for the Special Services, and such services shall be provided to all of the existing and future residential units in the Community.
- (b) If a Community requests Special Services, the Special Services shall be provided for every residential unit within the Community. The fee for Special Services will be billed by the Contractor, and it shall be in addition to the County's annual non ad valorem special assessment for residential collection, Recycling and disposal services. The Contractor shall be solely responsible for collecting its fees from the Community for the Special Services.
- (c) The Contractor shall contract directly with the Community to determine the level and type of Special Service needed.
- (d) Any revenues collected by the Contractor for such Special Services shall be subject to a two percent (2%) franchise fee, which shall be paid to the County on a monthly basis.
- (e) The cost of the Contractor's Special Services shall be established by negotiations between the Contractor and the Community, but shall be subject to review and approval by the Contract Administrator before the Contractor begins providing the Special Services. The cost of the Contractor's Special Services must be reasonable when considered in light of the Rates established in this Agreement and other relevant factors. The Contractor agrees that the base price for its Special Service will be based on a Rate not to exceed eighty percent (80%) of the Rate for the Regular Services already being provided.

## 19.2 Additional Collection Services for Individuals

The Contractor may collect Residential Waste that has accumulated on a vacant lot, if requested to do so by the owner of the property or other authorized Person. The Contractor also may provide additional collection services for Residential Waste generated in the Service Area when approved in advance in writing by the County Administrator. The Contractor shall negotiate a Rate for its services and sign a contract before providing any services under this Section 19.2. The Contractor's gross revenues for such services shall be subject to the County's two percent (2%) franchise fee. The Contractor shall be solely responsible for collecting its fees. The individual requesting Special Services or additional services shall be solely responsible for paying any fees for the Contractor's services.

## 20. EMERGENCY SERVICES

### 20.1 Emergency Services

The Contractor shall provide emergency services from time to time, beyond the standard scope of services provided under this Agreement, for the collection, transportation and potential processing of Storm Debris generated by a Severe Weather Condition. The Contractor shall provide the emergency services, as directed by the County, in accordance with the terms, conditions and provisions contained in this Section 20.

Notwithstanding anything else contained herein, 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 are provided by the Contractor; (d) whether the Contractor must use open-top trucks and open-top containers when providing emergency services; and (e) whether, and the extent to which, the County shall use the services of other contractors to provide emergency services.

### 20.2 Declaration of a Severe Weather Condition

In order for the Contractor to be obligated to provide emergency services, the County must first determine and declare that a Severe Weather Condition has occurred within St. Johns County that requires emergency clean up, and then the Contractor must be instructed in writing by the County Administrator to take appropriate clean up action.

### 20.3 Performance of Storm Debris Clean-Up Work

The Contractor shall conduct Storm Debris clean-up work in accordance with the prioritized work schedule prepared by the County. The Contractor shall collect Storm Debris from public property and public rights of way within the Service Area, as directed, and shall transport Storm Debris to the facility designated by the County Administrator. The Contractor shall utilize standard waste collection vehicles and personnel in the performance of the work, and may utilize other approved special vehicles and equipment and personnel, including subcontractors, if so authorized by the County Administrator in advance in writing. 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 (2) men. The Contractor may 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 County Administrator to cease such work. The term of this additional service will run concurrently with the term of this Agreement.

### 20.4 Records

The Contractor shall maintain detailed records, as specified by the Contract

Administrator, to properly document the trucks, equipment and personnel used in the performance of Storm Debris clean up work and the actual work hours, by day, of such vehicles, equipment and personnel utilized for such work. The records shall be maintained in such manner as to fully support the quantity of work for which the Contractor invoices the County for compensation. The Contractor agrees to maintain for three (3) years from the date of final payment and until all other pending matters are closed under this Agreement, all books, documents, papers and records pertinent to the work performed under this Agreement. The Contractor agrees to provide to the County, the federal grantor agency, the Comptroller General of the United States, the U.S. Federal Emergency Management Agency (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.

#### 20.5 Compensation and Payment to the Contractor

The County shall compensate the Contractor for Storm Debris clean-up work based on a Rate per truck for a standard rear end loader waste collection truck with a two (2) man crew or a standard roll-off type truck with a twenty (20), thirty (30) or forty (40) yard container, driver and a two (2) man crew. The Rates are set forth in Exhibit D, which is attached hereto.

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

- (a) The truck identification numbers 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 Rate for specialized vehicles, equipment and personnel used for mechanical collection and loading, for subcontractors, and for other work shall be negotiated and approved by the County Administrator before the Contractor commences work.

The Rate shall not include compensation for the cost of disposal of Storm Debris at the designated disposal facility.

The Contractor shall invoice the County for Storm Debris clean up work upon completion of the work. The County shall make payment to the Contractor in the full amount of the approved invoice within three (3) months of the date of the invoice.



In all cases, however, the Contractor shall fully comply with the most current FEMA requirements and procedures that are applicable to the Contractor's operations, recordkeeping, reporting, and other matters related to the collection, removal, and disposal of debris.

The Contractor shall not be required to pay any disposal fee for the disposal of Storm Debris collected from Customers in the Service Area, if the Contractor (a) complies with all of the applicable requirements in Section 20 of the this Agreement and (b) delivers the Storm Debris to the Solid Waste Management Facility designated by the County for the disposal of Storm Debris.

## **21. SUCCESSORS, ASSIGNS, AND TRANSFERS**

The County and the Contractor each binds itself and its successors, executors, administrators and assigns to the other Party, and to the successors, executors, administrators and assigns of the other Party. Neither Party may sell, assign, convey or transfer its interest in this Agreement without the prior written consent of the other. A sale of the assets of the Contractor, or a change in the ownership, operational, or managerial portion of the Company, shall be deemed a sale and transfer of this Agreement. No sale, transfer, conveyance or transfer of the Contractor's interest in this Agreement shall be valid unless and until the Board approves such transaction at a duly noticed public meeting.

## **22. ~~PERMITS AND LICENSES~~**

~~On or before the Effective Date, the Contractor shall obtain, at its expense, all of the permits, licenses, registrations, and other approvals necessary to provide the services required in this Agreement. The Contractor shall keep all such approvals current and in effect at all times until this Agreement is terminated.~~

## **23. TAXES AND EXPENSES**

The Contractor shall be solely liable for and shall pay all federal, state and local taxes, fees, expenses, and other charges associated with the Contractor's activities and performance under this Agreement, including but not limited to sales, use, social security, workers compensation, unemployment, property, fuel, and other taxes chargeable against the labor, material, equipment, real estate and other items necessary for the Contractor's performance under this Agreement.

## **24. INSURANCE**

### **24.1 General Requirements**

The Contractor shall provide and maintain, on a primary basis and at its sole expense, at all times after the Effective Date until this Agreement expires or is terminated, policies of insurance that insure the Contractor against all claims, demands, or causes of action for injuries received or damages to people or property relating to the Contractor's acts 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 Contractor shall not commence work under this Agreement until all insurance required under this Section 24 has been obtained by the Contractor and the original certificates of insurance have been delivered to and approved by the Contract Administrator. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no cancellation of the insurance shall be effective without providing thirty (30) days prior written notice to the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The Contractor's liability and obligations under this Agreement shall not be limited by, or in any way to, any insurance coverage, or by any provision in or exclusion or omission from any insurance policy.

The County shall be named as an additional insured in the general liability, vehicle liability, and umbrella liability policies required pursuant to Sections 24.2, 24.3, and 24.5, below. The Contractor shall ensure that any subcontractors comply with the insurance requirements herein. The Contractor shall be responsible for all of its subcontractors.

#### 24.2 General Liability

~~During the term of this Agreement, the Contractor shall maintain Comprehensive General Liability Insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence, including coverage for bodily injury, wrongful death, broad-form property damage, and blanket contractual liability. The insurance policy shall provide coverage for the Contractor and anyone for whom the Contractor may be responsible.~~

#### 24.3 Vehicle Liability

During the term of this Agreement, the Contractor shall maintain Comprehensive Vehicle Liability Insurance in the amount of Two Million Dollars (\$2,000,000) per Person for bodily injury and property damage and Two Million Dollars (\$2,000,000) per occurrence, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as for claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned vehicles whether such operations are performed by the Contractor or by anyone directly or indirectly employed by the Contractor.

#### 24.4 Workers' Compensation

During the term of this Agreement, the Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by Florida law for all of its employees.

#### 24.5 Umbrella Liability

From the Effective Date until July 31, 2017, the Contractor shall maintain an umbrella or excess liability insurance policy in an amount equal to or greater than Five Million Dollars (\$5,000,000). From August 1, 2017 until this Agreement expires or terminates, the Contractor shall maintain an umbrella or excess liability insurance policy in an amount equal to or greater than Ten Million Dollars (\$10,000,000).

### **25. PERFORMANCE BOND OR LETTER OF CREDIT**

On or before the Effective Date, the Contractor shall furnish to the County a performance bond executed by a surety company licensed to do business in the State of Florida or an irrevocable letter of credit issued by a local bank for the faithful performance of the Contractor's obligations under this Agreement. The bond or letter of credit shall be in an amount that is equal to the total revenue that is expected to be generated by the Contractor by providing Regular Services under this Agreement for three (3) months, or One Million Dollars (\$1,000,000), whichever is larger. The form of the performance bond or letter of credit is subject to approval by the County Attorney.

### **26. INDEMNIFICATION**

The Contractor shall indemnify, defend, and hold harmless the County (including its elected officials, officers, employees, agents, and representatives) from and against any and all liabilities, losses, claims, damages, taxes (including interest or penalties), costs and expenses (including reasonable attorney's fees, paralegal fees, and the costs of investigations, whether incurred prior to, during or after a trial, appeal, arbitration, or mediation), that in any way arise from, or in connection with, or as a result of: (a) the Contractor's acts or omissions under this Agreement; (b) the County's decision to award this Agreement to the Contractor; or (c) the Contractor's failure or refusal to produce documents in compliance with the Florida public records law (Chapter 119, Florida Statutes); except to the extent that such arise from the negligence or willful misconduct of the County. The provisions of this Section 26 shall survive the termination of this Agreement.

### **27. BOOKS AND RECORDS**

#### 27.1 Records

In its local office, the Contractor shall maintain neat and orderly records demonstrating the Contractor's compliance with the requirements of this Agreement. During normal business hours, the County shall have the right to review and copy all of the records maintained by the Contractor pertinent to the services provided under this Agreement. The Contractor's records shall be retained, and shall be available for inspection by the County, for at least three (3) years after this Agreement is terminated.

## 27.2 Public Records Law

The Contractor shall comply with any applicable requirements contained in the Florida public records law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. However, the Contractor does not waive any of its rights under the Florida public records law, including its right to not disclose certain trade secrets and confidential documents.

## **28. ANNUAL CERTIFICATIONS**

An independent, certified public accountant, licensed to do business in the State of Florida, shall review the Contractor's books and records each year and shall certify that the Contractor has: (a) fully and timely paid all of the franchise fees that are due and owing to the County under this Agreement; and (b) charged the appropriate amounts to the County for its services, based on the provisions of this Agreement. The written certification shall be delivered to the Contract Administrator within one hundred and twenty (120) days of the end of the Contractor's fiscal year.

The Contractor shall file and keep current with the County all documents and reports required by this Agreement. During the month of September in each year this Agreement is in effect, the Contractor shall verify and certify in writing to the County that all required documents are current and on file with the County, including, but not limited to, certificates of insurance, audits, performance bonds or letters of credit, route schedules and maps, and equipment lists.

## **29. CONTRACT TERMINATION**

### 29.1 Termination by County for Lack of Funding

The County's contractual authority is limited to the funds available and appropriated. The County has established a non ad valorem special assessment to pay for the collection of Residential Waste. The County shall have the right to terminate this Agreement by providing six (6) months' advance written notice to the Contractor if this non ad valorem special assessment is invalidated or discontinued and the Board concludes the County has insufficient funds to continue with this Exclusive Franchise.

### 29.2 Termination by Contractor for Cause

If the County defaults in the performance of any of its material obligations under this Agreement, including failing to pay any amount to the Contractor when due, the Contractor shall have the right to terminate this Agreement if the County fails to cure the default within thirty (30) days after receiving written notice of the default from the Contractor.

### 30. DEFAULT BY CONTRACTOR

Any of the following occurrences shall constitute an event of default:

- (a) The Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in Bankruptcy Court or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the federal bankruptcy law or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- (b) By order or decree of a Court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of termination shall be and become null, void and of no effect unless such stayed judgment or order is reinstated, in which case said default shall be deemed immediate; or
- (c) ~~By or pursuant to or under authority of any legislative act, resolution, or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control shall continue in effect for a period of sixty (60) days; or~~
- (d) The Contractor has failed or refused to perform or comply with the terms, conditions, or covenants in this Agreement or any Applicable Law or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto.

### 31. NOTICE OF DEFAULT

Upon the occurrence of an event of default by the Contractor, the County shall give the Contractor ten (10) days written notice to cure the default. In the case of an event of default which cannot, with due diligence and good faith, be cured within the applicable cure period, the Contractor shall have such additional time as is reasonably necessary to cure the default, provided the Contractor commences to cure within the foregoing cure period and thereafter proceeds diligently and continuously in good faith to complete the necessary cure.

### 32. COUNTY'S REMEDIES

Upon a default and the expiration of any applicable grace period, the County shall have the following rights and remedies, which are supplemental to any other remedies available under this Agreement or in law or equity:

- (a) To terminate this Agreement, whereupon the Parties shall be relieved of all further obligations to each other, effective on the date selected by the County;
- (b) To restrain by injunction or obtain a decree specifically compelling performance of any term or provision of this Agreement;
- (c) To recover all direct and indirect damages, costs, and expenses which result from the Contractor's default.

### 33. PROCEDURE FOR TERMINATION FOR DEFAULT

- 33.1 Upon the Contractor's receiving a notice of the proposed termination for default, and upon the County Administrator's recommendation to the Board that the Contractor be terminated, the County shall give at least ten (10) days notice to the Contractor prior to holding a public hearing. Should the Board find either a continual breach or a single material breach of the Agreement that justifies termination, the Board can elect to terminate this Agreement. In lieu of or in addition to the foregoing, the County may also direct the County Attorney to institute appropriate action, such as exercising the performance bond or undertaking legal procedures to recover damages.
- 33.2 In the event of termination, the Contractor shall not be entitled to receive any further payment under this Agreement until the County has determined and collected any damages resulting from the Contractor's termination, including but not limited to, the County's costs associated with completing the Contractor's services.
- 33.3 Upon termination, the Contractor shall promptly provide the County with the Contractor's records and documents, including electronic records and documents, related to the current collection and transportation services performed under this Agreement, and including the Contractor's collection service list of residential units. All such records and documents shall thereafter become the sole property of the County.
- 33.4 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 one hundred eighty (180) days if requested to do so by the County. 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.

### 34. REPEAT VIOLATIONS OF AGREEMENT

In addition to the above, if the Contractor's record of performance shows that the Contractor has

frequently, regularly or repetitively defaulted in the performance of any of the material covenants or conditions required herein to be kept and performed by the Contractor, and regardless of whether the Contractor has corrected each individual condition of default, or paid liquidated damages, the Contractor may be deemed a "habitual violator" by the County Administrator and, in such case, the Contractor shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. If the County Administrator concludes that the Contractor is a habitual violator, the Contractor may appeal such determination to the Board. If the Board concludes that the Contractor is a habitual violator, the Board shall thereupon issue the Contractor a final warning, citing the circumstances therefore, and any single material default by the Contractor of whatever nature, subsequent to the issuance of the Board's notice, shall be grounds for immediate termination of this Agreement. In such event, the County may terminate this Agreement by giving written notice to the Contractor, and the termination shall be effective on the date specified by County, which shall be at least five (5) calendar days later. On the specified termination date, the Contractor shall cease any further performance under this Agreement.

### **35. TITLE TO RESIDENTIAL WASTE**

Solid Waste belongs to the Person generating such waste, until the Solid Waste is discarded by that Person (i.e., the generator) and collected by the Contractor. When the Contractor collects Residential Waste on behalf of the County, title to the waste shall pass to the County when the waste is collected at the Curbside Collection Point. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of such waste until it is delivered to and accepted by a Solid Waste Management Facility. Upon acceptance, title to the waste shall pass to the owner of such facility.

Source Separated Recyclable Materials shall belong to the generator until such materials are discarded by the generator and collected by the Contractor. When the Contractor collects the Source Separated Recyclable Material on behalf of the County, title to such materials shall pass to the Contractor when the materials are collected at the Curbside Collection Point. The Contractor shall be solely responsible and liable for the proper handling and lawful management of the Source Separated Recyclable Materials until such materials are delivered to and accepted at a Solid Waste Management Facility or other Facility used for processing and recycling the materials. Upon acceptance, title to the Source Separated Recyclable Materials shall pass to the owner of such facility, unless the Contractor and the facility owner agree otherwise.

### **36. CHOICE OF LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Venue for any legal actions instituted under, based on, or arising out of this Agreement shall be exclusively in the state and federal courts in and for St. Johns County, Florida.

### **37. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon any Party 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. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. However, 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.

### 38. ATTORNEYS' FEES AND COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals, in addition to any other relief to which such Party may be entitled.

### 39. NOTICES

Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the Party giving such notice) by any of the following methods:

- (a) ~~Hand delivery to the other Party; or~~
- (b) ~~Delivery by commercial overnight courier service; or~~
- (c) Mailed by registered or certified mail (postage prepaid), return receipt requested.

For purposes of any notice provided under this Agreement, the addresses are as follows:

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

Copy to:                 County Attorney  
                                  St. Johns County  
                                  500 San Sebastian View  
                                  St. Augustine, Florida 32084  
                                  Telephone: (904) 209-0760



As to Contractor:      Advanced Disposal  
                                    General/Site Manager  
                                    3515 Agricultural Center Drive  
                                    St. Augustine, Florida 32092  
                                    Telephone: (904) 827-1005

Copy to:                   Advanced Disposal  
                                    General Counsel  
                                    90 Fort Wade Road, Suite 200  
                                    Ponte Vedra, Florida 32082  
                                    Telephone: (904) 737-7900

Notice given in accordance with the provisions of this Section 39 shall be deemed to be delivered and effective on the date of hand delivery, or on the second day after the date of the deposit with an overnight courier, or on the date upon which the return receipt is signed or delivery is refused.

Either party may designate a new representative or a new address for the delivery of any notice that is given to them. The designation of a new representative or new address shall be accomplished by providing written notice to the other party of such change.

#### **40. SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **41. INDEPENDENT CONTRACTOR**

The Contractor shall be an independent contractor and shall have complete charge of its workers engaged in the performance of this agreement. The Contractor is not an agent, representative or employee of the County and nothing herein is intended or should be construed as establishing the relationship of partners, or joint ventures, between the Contractor and the County. 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 employee benefits to such Persons.

#### **42. WAIVER OF RIGHTS**

Unless otherwise specifically provided by this Agreement, 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 provision 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.

#### **43. EXHIBITS**

This Agreement and its exhibits comprise the entire contract between the County and the Contractor. The following exhibits are attached to this Agreement and they are incorporated in this Agreement by reference:

- Exhibit A      Map of St. Johns County Service Areas
- Exhibit B      Legal Description of St. Johns County Service Areas (dated February 16, 2010)
- Exhibit C      List of Recyclable Materials
- Exhibit D      Contractor's Rates
- Exhibit E      Specifications for Recycling Carts

~~After the Effective Date, the Agreement shall be supplemented with: (a) any performance bonds and insurance certificates provided by the Contractor; and (b) any amendments to this Agreement that are approved by the Board and the Contractor.~~

#### **44. ALL PRIOR AGREEMENTS SUPERSEDED**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, and understandings applicable to the matters contained in this Agreement. There are no commitments, agreements, or undertakings concerning the subject matter of this Agreement that are not contained herein. Therefore, no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

This Agreement supersedes all prior contracts and agreements between the Parties regarding the matters addressed herein. Among other things, this Agreement supersedes the Parties' "Franchise Agreement for the Collection and Transportation of Residential Waste in St. Johns County" (dated August 1, 2003) and the Parties' "Franchise Extension Agreement for the Collection and Transportation of Residential Waste in St. Johns County" (dated March 4, 2010). On and after the Effective Date, this Agreement shall govern the Parties' conduct.

#### **45. CONSTRUCTION AND INTERPRETATION OF THE AGREEMENT**

45.1 Both Parties acknowledge that they are represented by legal counsel and they have had

meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not 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.

- 45.2 The words “include” and “including” as used herein shall be deemed to be followed by the phrase “without 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.
- 45.3 In the event of a conflict between this Agreement and the provisions of any exhibit, the provisions of this Agreement shall control.
- 45.4 The section and subsection headings preceding the text of this Agreement are solely for ease of reference. The headings do not constitute a part of this Agreement and shall not affect its meaning or interpretation. Unless otherwise expressly stated, a reference in this Agreement to a section or exhibit is intended to refer to a section or exhibit of this Agreement.
- 45.5 Nothing contained herein shall be interpreted to require the Contractor to undertake any conduct that is contrary to local, state, or federal law.

#### **46. SURVIVABILITY**

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

#### **47. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES**

The Contractor represents and warrants to the County that:

- (a) The Contractor is a general partnership 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 partnership 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 County or 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 will be in compliance at all times with the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, as amended, because the Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against the Contractor's employees or applicants for employment. This statement of assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability. The Contractor understands and agrees that this Agreement is conditioned on the veracity of this Section 47(f) and that a

breach of this condition will constitute a material breach of this Agreement.

- (g) The Contractor shall comply with Applicable Law concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.
- (h) 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.
- (i) None of the agents, members, managers, 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.
- (j) The personnel employed by the Contractor have the proper skill, licenses, training, background, knowledge, experience, authorizations, integrity, and character necessary to perform the Contractor's obligations in accordance with this Agreement.
- (k) No County employee received or will receive, directly or indirectly, any benefit, interest, or profit out of the procurement process pursuant to which this Agreement was awarded or in connection with this Agreement or the services to be provided pursuant to this Agreement, and no County employee has or will have any direct or indirect financial interest in the award of this Agreement or any of the services to be provided pursuant to this Agreement.
- (l) 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 either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, both lists of which are created pursuant to Section 215.473, Florida Statutes, and certifies, represents, and warrants to the County that the Contractor is not on either of those lists.

IN WITNESS WHEREOF, the County and the Contractor have caused this Agreement to be executed by their respective authorized representatives, as of the date first above written (i.e., the Effective Date).

ATTEST: BOARD OF COUNTY COMMISSIONERS,  
ST. JOHNS COUNTY

Pam Halterman  
Deputy Clerk

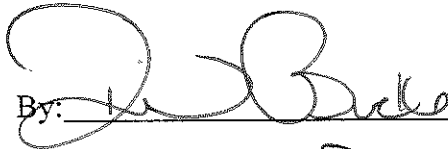
By: [Signature]  
John H. Morris, Chair

APPROVED AS TO FORM AND  
CORRECTNESS:

[Signature] 5/22/14  
COUNTY ATTORNEY'S OFFICE

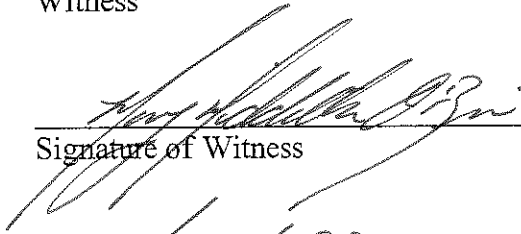


CONTRACTOR

By: 

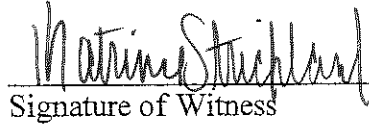
Dennis Burke - President  
(Print or Type Name and Title)

Witness

  
Signature of Witness

Mary M. O'Brien - Chief Marketing Officer  
Print or Type Name of Witness

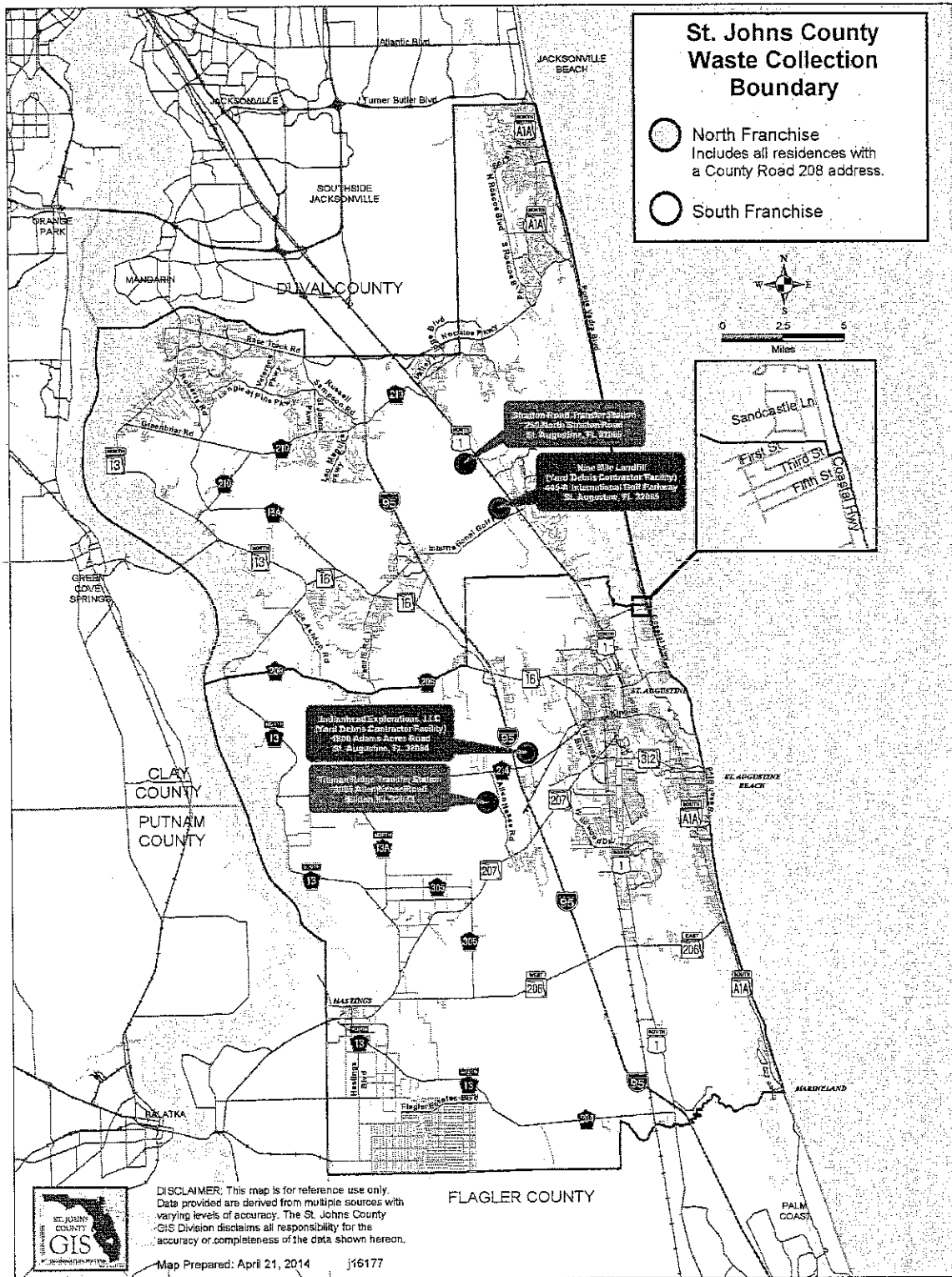
Witness

  
Signature of Witness

Katrine Strickland  
Print or Type Name of Witness

# EXHIBIT A

## MAP OF ST. JOHNS COUNTY SERVICE AREAS





## EXHIBIT B

### LEGAL DESCRIPTION OF ST. JOHNS COUNTY SERVICE AREAS (DATED FEBRUARY 16, 2010)

ST. JOHNS COUNTY WASTE COLLECTION BOUNDARY – FEBRUARY 16, 2010

#### NORTH FRANCHISE AREA

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.

#### SOUTH FRANCHISE AREA

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.

**EXHIBIT C**  
**LIST OF RECYCLABLE MATERIALS**

ACCEPTABLE

**Paper:**

Mail, office, and school papers  
Newspapers and inserts  
Magazines and catalogs  
Paperback books and Telephone books  
Shredded paper  
Brown paper bags – can also be used to hold excess recyclables  
Fiberboard boxes – cereal, cracker, storage, and empty pizza boxes  
Corrugated cardboard – flattened and cut in 2' by 3' pieces or smaller

**Plastic:**

Plastic food containers  
Beverage containers  
Detergent bottles  
Cleaning containers  
All plastics labeled #1-7 (labels do not need to be removed)

**Cartons:**

Food and beverage cartons including: milk cartons, creamer, juice boxes, soup and tofu boxes

**Glass:**

Brown, clear and green glass bottles and jars (labels do not need to be removed)

**Metal:**

Metal and aluminum cans  
Aluminum baking tins  
Steel food cans (labels do not need to be removed)

UNACCEPTABLE

Plastic bags  
Food waste  
Needles and other medical waste  
Sanitary products (diapers, feminine products)  
Aerosol cans  
Styrofoam  
Mirrors, window panes  
Batteries  
Liquids  
Yard Waste  
Christmas lights  
Fireworks  
Animals

**EXHIBIT D**

**CONTRACTOR'S RATES**

This Section A identifies the authorized Rates for Regular Services provided under the Agreement.

A. Rates for:

	South Service Area
1 DAY A WEEK COLLECTION OF GARBAGE	\$ 7.17
1 DAY A WEEK COLLECTION OF RECYCLABLES	\$ 2.75
1 DAY A WEEK COLLECTION OF YARD WASTE	\$ 2.65
<b>TOTALS</b>	<b>\$ 12.57</b>

B. This Section B identifies the Rates for equipment and two (2) man crew to be utilized during Severe Weather Conditions for clean-up for Storm Debris, when authorized by the Board of County Commissioners or the County Administrator.

REAR LOAD COLLECTION VEHICLE AND TWO (2) MAN CREW	DOLLAR AMOUNT PER CUBIC YARD \$60.00
ROLL-OFF TRUCK WITH DRIVER, TWO (2) MAN CREW, AND CONTAINER (20, 30, OR 40 CUBIC YARD)	DOLLAR AMOUNT PER CUBIC YARD \$15.00

**EXHIBIT E**

**SPECIFICATIONS FOR RECYCLING 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.
  
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 a rotational or 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 <u>and</u> a Fully
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	Automated Grabber Arm.
3.2	<p>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.</p> <p style="text-align: center;">32 Gallon – 122 pounds 96 Gallon – 330 pounds</p> <p>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.</p> <p style="text-align: center;">32 Gallon: STATE LOAD RATING – 122.5 pounds 96 Gallon: STATE LOAD RATING – 332.5 pounds</p>
3.3	<p>RESIN WEIGHT: The carts must be manufactured to achieve a minimum resin weight as follows:</p> <p style="text-align: center;">32 Gallon – 17.9 pounds minimum 96 Gallon – 34.1 pounds minimum</p> <p style="text-align: center;">STATE RESIN WEIGHT OF EACH CART –</p> <p style="text-align: center;">32 Gallon – 17.9 pounds 96 Gallon – 34.1 pounds</p>
3.4	<p>CAPACITY: The total capacity (volume) of the carts, excluding the lid, must be 32 U.S. gallons (+/- 2%) and 96 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> <p style="text-align: center;">32 Gallon: STATE CAPACITY – 34.4 U.S. Gallons 96 Gallon: STATE CAPACITY – 97.57 U.S. Gallons</p>
3.5	<p>DIMENSIONS: The exterior dimensions of the completely assembled carts shall be <b>approximately</b> as follows:</p>

	<p>32 Gallon –</p> <p>Height: 39.13”      STATE HEIGHT - 39.13”  Depth: 22.88”      STATE LENGTH - 22.88”  Width: 20.2”      STATE WIDTH - 20.2”</p> <p>96 Gallon –</p> <p>Height: 45.13”      STATE HEIGHT - 45.13”  Depth: 33.73”      STATE LENGTH - 33.73”  Width: 28.17”      STATE 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> <p>32 GALLON:  STATE BODY WALL THICKNESS: .15 inches  STATE CRITICAL WEAR POINT THICKNESS: .185 inches  STATE LID WALL THICKNESS: .14 inches</p> <p>96 GALLON:  STATE BODY WALL THICKNESS: .175 inches  STATE CRITICAL WEAR POINT THICKNESS: .185 inches  STATE LID WALL THICKNESS: .14 inches</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 50 pounds for 96 gallon carts.</p> <p>32 Gallon Carts  STATE MAXIMUM AVERAGE FORCE: 27 pounds</p> <p>96 Gallon Carts  STATE MAXIMUM AVERAGE FORCE: 50 pounds</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</p>



	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.
3.10	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 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 32 gallon carts shall be a minimum of 10" diameter. Wheels for 96 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 32 gallon carts must be a minimum of 5/8" diameter. The axle for 96 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 96 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 cart body color shall be green, gray, brown, blue or black. Surface treatments, painted or spray-on finishes, and materials that are not homogenous are not acceptable.  Contractor must submit color chips or samples for all colors available. The County will select the colors for the carts.

3.17	<b>INTERIOR CONSTRUCTION:</b> 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.
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4. **MARKINGS:** Each cart must be permanently marked with letters/numbers, as follows:

4.1	<b>SERIAL NUMBERS:</b> 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	<b>COUNTY SEAL:</b> The County Seal or logo shall be hot stamped onto both sides of the cart body.
4.3	<b>USER INSTRUCTIONS:</b> Instructions for the safe use of the cart must be molded into each lid. Instructions shall be in both English and Spanish.
4.4	<b>LOAD RATING:</b> The load rating of the cart must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms and in English and Spanish.

5. **IN-MOLD LABEL SPECIFICATIONS:** The In-Mold Label must comply with the following listed specifications:

5.1	<b>MANUFACTURING PROCESS:</b> 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	<b>COLOR AND GRAPHICS:</b> The in-mold label shall be 4-color and contain the County logo including images and language representing recycling commodities deemed acceptable for the County's program. 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 loads of carts, assembling necessary parts, and distributing the carts to homes throughout the Service Area.
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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	The Contractor shall provide a qualified assembly and distribution staff. The Contractor shall provide supervisory level full-time employees to work directly with County staff to solve any problems resulting from distribution services while that service is being provided.
9.4	Carts shall be assembled and placed at the resident's curb.
9.5	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.
9.6	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 completion of the delivery. 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.
10.2	Each cart action shall be tracked by the Contractor using the bar code in 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 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 Contract Administrator before the carts are ordered.

RESOLUTION NO. 2014-143

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE AN AMENDED AND RESTATED FRANCHISE AGREEMENT FOR THE COLLECTION AND TRANSPORTATION OF RESIDENTIAL WASTE, ON BEHALF OF THE COUNTY, WITH ADVANCED DISPOSAL SERVICES OF JACKSONVILLE, LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, on February 14, 2003, St. Johns County ("County") issued a request for proposals ("RFP") from private companies for the collection and transportation of certain types of solid waste that are generated by the County's residents; and

WHEREAS, Advanced Disposal Services of Jacksonville, LLC ("Contractor"), submitted a proposal in response to the County's RFP; and

WHEREAS, on May 28, 2003, the Board of County Commissioners ("Board") held a public hearing to evaluate the proposals it received in response to the County's RFP; and

WHEREAS, the Board concluded that the Contractor's proposal was the best and most responsive proposal and, accordingly, the Board selected the Contractor to provide its services in certain designated areas of the County; and

WHEREAS, on August 1, 2003, the Board entered into "Franchise Agreement for the Collection and Transportation of Residential Waste in St. Johns County" ("Contract") with the Contractor; and

WHEREAS, on March 4, 2010, the County executed a "Franchise Extension Agreement for the Collection and Transportation of Residential Waste in St. Johns County" with the Contractor, which extended the term of the parties' Contract until July 31, 2017; and

WHEREAS, the County wishes to continue to receive the services provided by the Contractor, and the Contractor wishes to continue to provide the services needed by the County, subject to the terms and conditions set forth in the "Amended and Restated Franchise Agreement for the Collection and Transportation of Residential Waste" ("Agreement") that is attached hereto and incorporated herein by reference; and

WHEREAS, after considering the relevant issues at a public hearing, the Board has

concluded that the Agreement provides significant economic and other benefits to the public and, therefore, it is in the public interest to enter into the Agreement with the Contractor.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:**

**Section 1.** The recitals set forth above are incorporated into the body of this resolution and are adopted as findings of fact.

**Section 2.** The County Administrator, or his designee, is authorized to execute the Agreement with Advanced Disposal Services of Jacksonville, LLC, on behalf of the County, for the purposes mentioned above.

**Section 3.** If any provision of this resolution shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provision or cause any other provision to be invalid, inoperative or unenforceable to any extent whatsoever.

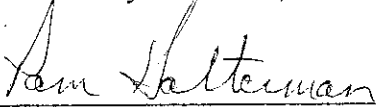
**Section 4.** To the extent that there are typographical or administrative errors or omissions in the Agreement that do not change the tone, tenor, or concept of this resolution, the Agreement may be revised without subsequent approval of the Board of County Commissioners.

**Section 5.** This resolution shall take effect immediately upon its adoption.

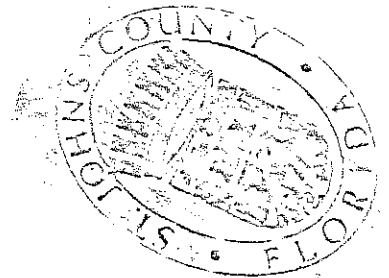
PASSED AND ADOPTED this 20 day of May, 2014.

By:   
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 5/22/14



Res 2014-142

**AMENDED AND RESTATED  
FRANCHISE AGREEMENT  
FOR THE COLLECTION  
AND TRANSPORTATION  
OF RESIDENTIAL WASTE**

**BETWEEN**

**ST. JOHNS COUNTY, FLORIDA**

**AND**

**REPUBLIC SERVICES OF FLORIDA,  
LIMITED PARTNERSHIP**

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**EXHIBITS**

Exhibit A	Map of St. Johns Service Areas
Exhibit B	Legal Description of St. Johns County Service Areas (dated February 16, 2010)
Exhibit C	List of Recyclable Materials
Exhibit D	Contractor's Rates
Exhibit E	Specifications for Recycling Carts

AMENDED AND RESTATED  
FRANCHISE AGREEMENT  
FOR THE COLLECTION AND TRANSPORTATION  
OF RESIDENTIAL WASTE

This "Amended and Restated Franchise Agreement for the Collection and Transportation of Residential Waste" ("Agreement") is made and entered into this 2<sup>nd</sup> day of JUNE, 2014 ("Effective Date"), by and between St. Johns County, a political subdivision of the State of Florida ("County"), and Republic Services of Florida, Limited Partnership, a Delaware limited partnership, which is authorized to do business in Florida ("Contractor").

WHEREAS, on February 14, 2003, the County issued a request for proposals ("RFP") from private companies for the collection and transportation of Residential Waste in the County; and

WHEREAS, on May 28, 2003, the Board of County Commissioners ("Board") held a public hearing to evaluate the proposals it received in response to the County's RFP; and

WHEREAS, the Board selected the Contractor to provide its services in certain designated areas of the County; and

WHEREAS, on August 1, 2003, the Board entered into a "Franchise Agreement for the Collection and Transportation of Residential Waste in St. Johns County" ("Contract") with the Contractor; and

WHEREAS, on March 4, 2010, the County executed a "Franchise Extension Agreement for the Collection and Transportation of Residential Waste in St. Johns County" ("Extension Contract") with the Contractor, which extended the term of the Parties' contract until July 31, 2017; and

WHEREAS, the County wishes to continue to receive the services provided by the Contractor, and the Contractor wishes to continue to provide the services needed by the County, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, on May \_\_\_\_\_, 2014, the Board held a public hearing and concluded that it is in the public interest to enter into this Agreement with the Contractor.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and the other good and valuable consideration provided by the Parties to each other, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor

agree to be bound by and comply with all of the terms and conditions of this Agreement, as set forth below.

## 1. TERM

### 1.1 Term of this Agreement

The initial term of this Agreement shall begin on the Effective Date and end on July 31, 2017. At the end of the initial term, this Agreement shall be renewed and extended automatically, without any further action by the County or the Contractor. The renewal term shall begin on August 1, 2017 and end on July 31, 2024, unless this Agreement is terminated earlier.

### 1.2 Termination of the Extension Contract

The Extension Contract between the County and the Contractor shall be and hereby is terminated on the Effective Date of this Agreement. On and after the Effective Date, the Parties shall be governed by this Agreement.

## 2. DEFINITIONS

The capitalized words and phrases used in this Agreement are defined in this Section 2. With regard to words that are not defined herein, the definitions in Section 2 shall be supplemented by the definitions in the County Code, Chapter 403, Florida Statutes, and Chapter 62-701, Florida Administrative Code. However, if any definition contained herein conflicts with a definition in any local, state, or federal law, the definition contained herein shall prevail when construing this Agreement.

- 2.1 **Agreement** means this Amended and Restated Franchise Agreement for the Collection and Transportation of Residential Waste.
- 2.2 **Applicable Law** means 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 is in effect or is enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and applies or relates in any manner to the performance of the County or the Contractor under this Agreement.
- 2.3 **Biomedical Waste** means any solid waste or liquid waste which may present a threat of infection to humans, including, but not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste that contain human disease-causing agents; discarded disposable sharps (e.g., needles); human blood, human blood products and body fluids; and other materials that present a significant risk of infection to persons outside the generating facility, as determined by the Florida Department of Health or other local, state, or federal regulatory agencies.

- 2.4 **Board** means the Board of County Commissioners of St. Johns County, Florida.
- 2.5 **Bulky Waste** means large items of Residential Waste that cannot be placed for collection in a Garbage Receptacle because of their size, shape or weight. Bulky Waste includes, but is not limited to, White Goods, toilets, sinks, bicycles, mattresses, carpet, fencing, large household furnishings, car and boat seats and steering wheels, and other interior car and boat components. Bulky Waste does not include car or boat engines, tires, boats, cars, trucks or other vehicles.
- 2.6 **Change in Law** means (a) the adoption, promulgation, or modification of any Applicable Law after the Effective Date or (b) the imposition of any condition in connection with the issuance, renewal, or modification of any permit, license or approval after the Effective Date, which in the case of either (a) or (b) establishes one or more requirements that directly and substantially affect the Contractor's or the County's performance under this Agreement. A change in any tax law or workers compensation law shall not be a Change in Law. A change in the amount of any fuel tax shall not be a Change in Law.
- 2.7 **Commencement Date** means the date when the Contractor shall be required to use Recycling Carts to collect Source Separated Recyclable Materials pursuant to this Agreement. The Commencement Date shall be February 2, 2015, or a later date that is mutually acceptable to the Contractor and Contract Administrator.
- 2.8 ~~**Construction and Demolition Debris** means discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to steel, glass, brick, concrete, asphalt, roofing material, pipe-gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations of a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of Construction and Demolition Debris with other types of Solid Waste will cause the resulting mixture to be classified as other than Construction and Demolition Debris.~~
- 2.9 **Contractor** means Republic Services of Florida, Limited Partnership.
- 2.10 **Contract Administrator** means the person designated by the County Administrator to serve as the County's primary representative in the County's dealings with the Contractor under this Agreement.
- 2.11 **County** means, depending upon the context, either (a) the geographic area contained within the unincorporated portions of St. Johns County, Florida, or (b) the government of St. Johns County, acting through its Board, employees, agents, or designees.
- 2.12 **County Administrator** means the chief executive officer of the County or that person's designee.

- 2.13 **County Code** means the laws, ordinances, policies, regulations, resolutions and other requirements adopted by the Board, as amended.
- 2.14 **Curbside Collection Point** means the location where the Contractor shall pick up the Residential Waste discarded by a Customer. The Curbside Collection Point shall be established pursuant to Section 5.10, below.
- 2.15 **Customer** means a person that lives in the Service Area and is entitled to have their Residential Waste collected by the Contractor under this Agreement, as determined by the Contract Administrator.
- 2.16 **Effective Date** means the date when the Board or the Board's authorized representative signs this Agreement.
- 2.17 **Exclusive Franchise** means the County's grant of authority to a single company to collect and transport Residential Waste generated by Customers within the Service Area.
- 2.18 **Force Majeure** means an act, event, or condition, that has a direct, material and adverse effect on the performance of the County or Contractor under this Agreement, and prevents the County or Contractor from fulfilling its duties and obligations under the 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 fire, explosion, lightning, tornado, flood, or hurricane.
- 2.19 **Garbage** means all kitchen and table food waste, and all animal or vegetable waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.
- 2.20 **Garbage Receptacle** means a Garbage can or similar container commonly used to collect, contain and store Residential Waste, which has an enclosed bottom and sides, a tight fitting lid or top, handles on the sides, and a maximum capacity of approximately thirty-three (33) gallons. A Customer may use a heavy duty, securely tied, plastic bag in lieu of a Garbage Receptacle. A Customer also may use a cardboard box if the contents are contained in the box and the weight of the contents does not cause the box to rip, tear, or collapse. Cardboard boxes are not acceptable during wet weather conditions.
- 2.21 **Hazardous Waste** means a 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 Waste includes all materials regulated as hazardous substances or Hazardous Waste under Chapter 62-730, Florida Administrative Code, or any Applicable Law.



- 2.22 **Holiday** means New Year's Day, Thanksgiving Day, Christmas Day, and any other day that is designated as a Holiday by, and with the mutual consent of, the County and the Contractor.
- 2.23 **Industrial Waste** means the Solid Waste generated by manufacturing and industrial processes, but does not include Hazardous Waste.
- 2.24 **Land Clearing Debris** means trees, tree trunks, limbs, stumps, bushes, vegetation, rocks, soil, and other materials resulting from a land clearing or lot clearing operation.
- 2.25 **Major Storm** means a hurricane, tropical storm, tornado, or other weather conditions that produce high winds and generate greater than normal volumes of Yard Waste and other vegetative debris.
- 2.26 **Multifamily Residential Property** means a building or complex of buildings on a single parcel of land that is divided horizontally or vertically and designed for and occupied by more than four (4) single-family dwelling units.
- 2.27 **New Customer** means the first Person to receive Regular Service on a parcel of Residential Property or in a dwelling unit in St. Johns County that did not receive Regular Service from the Contractor before the Effective Date.
- 2.28 ~~**Parties** mean the County and the Contractor.~~
- 2.29 ~~**Party** means, depending upon the context, either the County or the Contractor.~~
- 2.30 **Person** means any and all persons, natural or artificial, including but not limited to: 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 city or municipality; and any governmental agency of any state or the federal government.
- 2.31 **Rate** means the amount that the Contractor may charge each month for the collection of Residential Waste from a Customer.
- 2.32 **Recovered Materials** means materials that are removed from Solid Waste and recovered for reuse or resale.
- 2.33 **Recyclable Materials** or **Recyclables** means all of the materials identified in Exhibit C, which is attached to this Agreement.
- 2.34 **Recycling** means 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.

- 2.35 **Recycling Bin** means a rectangular bin that is made of heavy-duty hard plastic or other impervious material and used by Customers for the collection of Recyclable Materials generated on Residential Property.
- 2.36 **Recycling Cart** means a container that is made of heavy-duty hard plastic or other impervious material, with enclosed sides and a bottom, mounted on two (2) wheels, equipped with a tight-fitting hinged lid, and used for the automated or semi-automated collection of Recyclable Materials from Customers.
- 2.37 **Regular Service** means the collection of Residential Waste in compliance with Section 5 of this Agreement.
- 2.38 **Rejects** means materials in Residential Waste, other than Residue, that cannot be Recycled and cannot be processed into Recovered Materials.
- 2.39 **Residential Property** means 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; quintex homes; apartment buildings, time share buildings, and condominium buildings comprising five (5) units or less; and premises occupied as a residence or dwelling that are located on commercially zoned property.
- 2.40 ~~**Residential Waste** shall mean Garbage, Rubbish, Recyclable Materials, Yard Waste, and Bulky Waste produced at or generated on Residential Property as a result of the normal housekeeping activities of a 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~~
- 2.41 **Residue** means the portion of the Recyclable Materials collected by the Contractor that is not converted to Recovered Materials due to breakage or due to transportation or processing inefficiencies.
- 2.42 **Rubbish** means 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, Recyclable Materials that are not source separated, and similar materials.

- 2.43 **Scheduled Collection Day** means a day when the Contractor is scheduled to provide collection service to a Customer for Recyclable Materials or one of the various components of Residential Waste.
- 2.44 **Service Area** means the geographic area of the County that is to be served by the Contractor under this Agreement. The Service Area is depicted in Exhibit A (Map of St. Johns County Service Areas) and described in Exhibit B (Legal Description of St. Johns County Service Areas (dated February 16, 2010)), which are attached to this Agreement and incorporated herein by reference. More specifically, the Service Area is depicted and described in these exhibits as the North Franchise Area.
- 2.45 **Severe Weather Conditions** shall mean unusual or extreme weather conditions that affect the Service Area in a manner that results in the need for additional equipment and manpower to remove Storm Debris. The County Administrator shall determine whether Severe Weather Conditions have occurred.
- 2.46 **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 which meet the requirements of Section 403.7046, Florida Statutes, except the portion of such facility, if any, that is used for the management of Solid Waste.
- 2.47 **Source Separated Recyclable Materials** means Recyclable Materials that are separated from the Solid Waste at the location where they are generated (e.g., Residential Property) and then set out for collection by the Contractor at the Curbside Collection Point.
- 2.48 **Special Service** means the collection of Solid Waste and Recyclables by the Contractor in response to a Customer's request, at times, locations, or in quantities that are different than those required in this Agreement for Regular Service on a Scheduled Collection Day.
- 2.49 **Special Waste** means Solid Waste that can require special handling and management, including, but not limited to tires, used oil, lead-acid batteries, computers and or computer monitors, Construction and Demolition Debris, ash residue, and Biomedical Waste.
- 2.50 **Storm Debris** means vegetative debris generated by a Major Storm, 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.
- 2.51 **White Goods** means discarded refrigerators, ranges, water heaters, freezers, and other similar, large, domestic appliances.

2.52 **Yard Waste** means vegetative matter resulting from landscaping and yard maintenance and beautification projects, such as leaves, grass cuttings, palm fronds, and shrubbery and tree trimmings. Yard Waste does not include Land Clearing Debris.

### 3. GENERAL SCOPE OF CONTRACTOR'S FRANCHISE

This Section 3 contains a general overview of the work that is to be completed by the Contractor under this Agreement. The general requirements set forth in Sections 3.1 through 3.9 shall be read in conjunction with and supplemented by the more detailed requirements contained in the other sections of this Agreement.

#### 3.1 Grant of Exclusive Franchise

Subject to the terms and conditions in this Agreement, the County hereby grants an Exclusive Franchise to the Contractor for the collection and transportation of Residential Waste generated by Customers within the Service Area.

#### 3.2 Collection of Residential Waste

The Contractor shall collect and transport Residential Waste in accordance with the requirements of this Agreement and Applicable Law.

#### 3.3 Contractor's Billings

The Contractor shall not bill or collect any money from Customers for the Regular Service the Contractor provides under this Agreement. The Contractor shall bill and collect its fees from Customers that receive Special Services, subject to the limitations contained in Section 19 of this Agreement. The Contractor shall perform all of its work under this Agreement at Contractor's sole expense, in exchange for the payments to the Contractor that are authorized herein.

#### 3.4 Disposal Fees

The Contractor shall not be required to pay any disposal or processing fee for the disposal of Residential Waste collected from Customers in the Service Area, provided the Contractor delivers the Residential Waste to the County's Stratton Road Transfer Station, which is located at 250 North Stratton Road, St. Augustine, Florida 32095 or the County's Tillman Ridge Transfer Station, which is located at 3005 Allen Nease Road, Elkton, Florida 32033. The Contractor shall not be required to pay any disposal or processing fee for the disposal of Yard Waste collected from Customers in the Service Area, provided the Contractor delivers the Yard Waste to one of the independent contractors that manage Yard Waste for the County, either at the Nine Mile Road Landfill, which is located at 445-A International Golf Parkway, St. Augustine, Florida 32095, or at the facility operated by Indianhead Exploration, LLC, which is located at 1700 Adams Acres Road, St. Augustine, Florida 32084.

### 3.5 Contractor's Responsibilities

The Contractor shall provide any and all services and supplies necessary to satisfy the requirements of this Agreement, including but not limited to labor, 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 the provision of such services and supplies.

### 3.6 Designated Facilities

The Contractor shall deliver all of the Residential Waste it collects from Customers in the Service Area to the Solid Waste Management Facility or facilities designated by the Contract Administrator. The designated facilities are identified in Section 14.1, below.

### 3.7 Self-Hauling

Notwithstanding anything else contained in this Agreement, the County may allow non-profit organizations and other Persons to collect and transport their own Residential Waste to a Solid Waste Management Facility.

### 3.8 Limits on Franchise

This Agreement does not convey any rights or remedies to the Contractor that are not expressly identified herein. Among other things, this Agreement does not give the Contractor any right to collect, transport, process or dispose of: 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.

### 3.9 Annexations

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 Law.

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.

#### 4. CONTRACTOR'S MINIMUM OBLIGATIONS

- 4.1 This Agreement establishes the minimum standards and requirements for the Contractor's performance. All of the Contractor's activities must be performed safely, in strict compliance with the requirements of this Agreement and all Applicable Law, and in accordance with the highest professional standards and best management practices for the Solid Waste industry.
- 4.2 Subject to the provisions in this Agreement, the Contractor shall collect all of the Residential Waste that is generated in the Service Area and placed at Curbside Collection Points by Customers.

#### 5. COLLECTION SCHEDULES AND PRACTICES

##### 5.1 Frequency of Collection for Garbage, Recyclables, and Yard Waste

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 Source Separated 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.

##### 5.2 Frequency of Collection for Bulky Waste

The Contractor shall collect White Goods and other Bulky Waste generated by the Customers in the Service Area. The Contractor's vehicle operators shall promptly notify their supervisor if they see any Bulky Waste placed at a Customer's Curbside Collection Point. The Contractor shall collect the Bulky Waste within (a) two (2) days after the Contractor receives a request from a Customer or the County or (b) five (5) days after the materials are placed at the Curbside Collection Point, whichever occurs first.

##### 5.3 Collections on Sundays and Holidays

The Contractor may collect Residential Waste in the Service Area every day of the year, except Sundays and Holidays. Collections on Sundays and Holidays shall be allowed if the Contract Administrator determines such collections are necessary for the protection of the public health, safety or welfare. If a Holiday coincides with a Customer's Scheduled Collection Day, the Contractor shall collect the Customer's Residential Waste on an alternate day, immediately before or after the Holiday. The Contractor shall provide advance written notice to each affected Customer concerning any alternate collection days.

#### 5.4 Hours of Collection

The Contractor may collect all types of Residential Waste from 6:00 a.m. until 6:00 p.m., Monday through Friday, and from 7:00 a.m. until 2:00 p.m. on Saturday, except Holidays. The Contractor may extend the hours of collection for Yard Waste and Bulky Waste until 8:00 p.m., Monday through Friday, during the months of April through September. The Contractor must comply with these limitations on the hours of collection. Notwithstanding these limitations, the Contractor may extend its hours of operation when necessary to respond to Severe Weather Conditions, a Major Storm, a Force Majeure, or other extraordinary circumstances, if the Contractor has received the prior approval of the Contract Administrator.

#### 5.5 Timely Collections

The Contractor shall collect the Residential Waste from each Customer on the Scheduled Collection Day, unless the Contract Administrator approves a deviation from the schedule due to Severe Weather Conditions, Force Majeure, or other extraordinary circumstances.

#### 5.6 Quantities to be Collected

The Contractor shall collect all of the Residential Waste, including all of the Yard Waste, each Customer in the Service Area places at the Curbside Collection Point.

#### 5.7 No Collection Required for Certain Materials

Notwithstanding the other provisions herein, the Contractor is not obligated to collect: (a) the Solid Waste in any filled Garbage Receptacle if it weighs more than fifty (50) pounds; (b) whole trees; (c) Land Clearing Debris; (d) any single piece of Yard Waste that weighs more than fifty (50) pounds or is more than six (6) feet in length; or (e) leaves, twigs, or small pieces of Yard Waste, unless such materials have been bagged, bundled, tied, or placed in a Garbage Receptacle. If these or other inappropriate materials are placed at the Curbside Collection Point, the Contractor may refuse to collect them, but in all such cases the Contractor shall leave a notice (e.g., red tag) pursuant to Section 5.28, explaining why the materials were not collected.

#### 5.8 No Collection Required for Vacant Lots and Residential Construction

The Contractor is not required under this Agreement to remove any Solid Waste or other material accumulated on vacant property or resulting from the construction of new homes or buildings.

#### 5.9 Inadequate Service

The Contract Administrator may require the Contractor to revisit part or all of a collection route when the Contract Administrator determines that the Contractor provided

inadequate service on that route. If the Contract Administrator or a Customer notifies the Contractor that the Contractor failed to provide collection service on the Scheduled Collection Day, the Contractor shall promptly return to the Customer's Residential Property and collect the Residential Waste that has been set out for collection. If the Contractor is notified before 12:00 p.m. (noon), the Contractor shall collect the Customer's waste before the end of that day. If the Contractor is notified after noon, the Contractor shall provide collection service before noon on the next day (except Sundays and Holidays).

#### 5.10 Curbside Collection Point

Except as otherwise provided herein, the Curbside Collection Point shall be selected by the Customer. The Curbside Collection Point may be located anywhere along the front property line of a Residential Property, within six (6) feet of the edge of a public or private roadway that allows reasonable access by the Contractor's waste collection vehicles. If the roadway has swales or open ditches, the Curbside Collection Point shall be located on the roadway side of the swale or open ditch. If a Residential Property is relatively large (i.e., in excess of one (1) acre), the Curbside Collection Point shall be near or adjacent to the Customer's driveway. If a Residential Property is located in a manner that makes curbside collection unduly difficult for the Contractor's employees or vehicles, an alternate location for the placement of the Customer's Residential Waste may be established by the Customer and the Contractor, at no extra cost to the Customer or the County.

#### 5.11 Physical Disability

When the Contractor is notified by the Contract Administrator that a Customer is physically unable to place their Garbage Receptacle, Recycling Bin, or Recycling Cart at the Curbside Collection Point, the Contractor shall collect the Customer's Residential Waste at a location that is more convenient for the Customer. The Contractor shall provide this service at no extra cost to the Customer or the County. The Contractor and the Customer shall work together to identify the alternate collection point. The Contract Administrator shall resolve any dispute between the Contractor and the Customer relating to this issue.

#### 5.12 Solid Waste Collection and Handling

The Contractor shall perform its duties under this Agreement with a minimum of noise and disturbance to the public. Residential Waste shall be collected carefully, in a timely manner, during the Scheduled Collection Days. Each Garbage Receptacle and Recycling Cart shall be emptied and returned to its original location, in an upright manner, with the cover on or adjacent to the receptacle or cart. The Contractor shall place a notice (e.g., red tag) on any materials that were not collected, pursuant to Section 5.28, explaining why the materials were not collected.



### 5.13 Spillage

The Contractor shall not cause or allow any litter or spillage of Solid Waste or other materials to occur in the County as a result of the Contractor's activities. When the Contractor is transporting Solid Waste or other materials, the materials shall be contained, tied, or enclosed so that leaking, spilling and blowing are prevented. The Contractor shall immediately clean up any litter, leakage, or spillage caused by the Contractor's activities. If spillage occurs with oil, hydraulic fluids, leachate, or other liquids, the Contractor shall immediately clean up the spill and then report the time, location, and other relevant details to the Contract Administrator.

### 5.14 Commingling of Materials Prohibited

When collecting or transporting Solid Waste or Source Separated Recyclables, the Contractor shall not commingle: (a) Source Separated Recyclables with Garbage, Yard Waste or other types of Solid Waste; (b) Yard Waste with Garbage, Bulky Waste, or other types of Solid Waste; (c) Residential Waste with Solid Waste or other materials collected or generated outside of the County; or (d) Residential Waste with Solid Waste or other materials collected at or generated on any property that is not Residential Property. Different types of Recyclable Materials may be commingled.

### 5.15 Hazardous Waste Prohibited

~~The Contractor shall not collect any item or material that is a Hazardous Waste. If Hazardous Waste is placed at a Customer's Curbside Collection Point, the Contractor shall leave a notice pursuant to Section 5.28, informing the Customer that the Hazardous Waste cannot be collected by the Contractor and providing the phone number for the County facilities that will assist the Customer with the proper handling and disposal of the Customer's materials. The Contractor also shall promptly provide the County with the Customer's address and photographs of the Customer's waste materials so that the County can notify the Customer about the proper disposal methods for the Customer's materials.~~

### 5.16 Processing Recyclable Materials, Rejects, and Residue

After the Contractor collects a Customer's Source Separated Recyclable Materials, the Contractor shall deliver the Source Separated Recyclable Materials to a Solid Waste Management Facility or other facility for Recycling. The Contractor shall deliver the Source Separated Recyclable Materials only to those facilities that have been approved in advance by the Contract Administrator, and the Contractor shall not change facilities without receiving the Contract Administrator's prior written approval. The Contract Administrator shall approve a facility only if and only for so long as the Contractor can demonstrate that the facility can and will Recycle or beneficially reuse the County's Source Separated Recyclable Materials. The Source Separated Recyclable Materials collected in the Service Area shall not be disposed of in a landfill or elsewhere, unless the Contractor receives the County Administrator's prior written approval for such disposal.

However, the Contractor may dispose of Rejects and Residue in a landfill or other appropriate facility. The Contractor shall be solely responsible for paying the costs of processing and marketing Recyclable Materials, and the costs of removing and disposing any Rejects, Residue, or other contaminated or unacceptable materials. The County does not make and affirmatively disclaims any warranties or representations concerning the quantity or quality of the materials that Customers will set out for collection in Recycling Bins or Recycling Carts.

#### 5.17 Recycling Bins

The County will provide Recycling Bins to the Contractor until the Commencement Date or such earlier time as the County deems appropriate. Until the Commencement Date or an earlier date selected by the County, the Contractor shall deliver one (1) new Recycling Bin to each New Customer within five (5) days after the New Customer is added to the County's Customer list. The Contractor also shall provide one (1) additional Recycling Bin or one (1) replacement Recycling Bin when requested to do so by a Customer or the Contract Administrator. The Recycling Bin shall be delivered on or before the next regularly Scheduled Collection Day for Recyclable Materials or within five (5) days of the request, whichever occurs later. The size, color, and technical specifications of the Recycling Bins shall be determined by the Contract Administrator. The County shall pay the cost of procuring the Recycling Bins that are distributed pursuant to this Section 5.17. All of the costs associated with the storage and distribution of the Recycling Bins shall be paid by the Contractor.

#### 5.18 Recycling Carts

Before the Commencement Date, the Contractor shall purchase, assemble, and deliver one (1) new Recycling Cart to each Residential Property in the Service Area. On and after the Commencement Date, the Contractor shall deliver one (1) new Recycling Cart to each New Customer within five (5) days after the Customer is added to the County's Customer list. The Contractor also shall deliver one (1) additional Recycling Cart anytime a Customer requests an additional cart for the collection of the Customer's Recyclables. The Contractor shall be responsible for the procurement, storage, assembly, and distribution of the Recycling Carts and for all costs associated with these activities.

The Contractor shall prepare and maintain an up-to-date list of all of the Customers and Residential Property that receive a Recycling Cart. The list shall identify the date, time, and address of: (a) each delivery of a new or replacement Recycling Cart under this Agreement; (b) each cart exchange pursuant to Section 5.25, below; and (c) each cart repair pursuant to Section 5.21, below. The general format and content of the list shall be subject to the approval of the Contract Administrator. The list shall be provided to the Contract Administrator in an electronic format (e.g., Excel spreadsheet) on the Commencement Date. An updated list shall be provided to the Contract Administrator every six (6) months thereafter.

#### 5.19 Technical Specifications for Recycling Carts

In general, the Recycling Carts shall: (a) have a nominal rated capacity of approximately thirty-two (32) or ninety-six (96) gallons, as applicable; (b) be hot-stamped in accordance with the specifications provided by the Contract Administrator; and (c) be compatible with the hydraulic lifting and dumping mechanism mounted on the Contractor's automated or semi-automated collection vehicles. Each Recycling Cart shall have a flat area on the top (outside) of the lid, which shall be at least eight (8) inches by sixteen (16) inches in size and suitable for the placement of informative stickers or decals. Each Cart in each size category shall be uniform with regard to color, volumetric capacity, dimensions, finished surfaces, and hot-stamping and 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 must obtain the Contract Administrator's prior written approval of the color of the Recycling Carts, before the carts are ordered by the Contractor.

The Recycling Carts also shall comply with the specifications in Exhibit E.

#### 5.20 Title to Recycling Carts

Title to the Recycling Carts shall be held by the Contractor until July 31, 2024. At that time, title to the Recycling Carts shall automatically transfer to and vest in the County, without further action by either Party.

If this Agreement is terminated before July 31, 2024, the County shall notify the Contractor if the County wishes to purchase some or all of the Recycling Carts from the Contractor. At its option, the County shall have the right to purchase the carts by paying the fair market value of the Recycling Carts at the time when the Agreement is terminated. The fair market value of the Recycling Carts may be determined by using any method that is mutually agreeable to both Parties. If the Parties cannot agree, the Contractor shall provide the County with an invoice or other document identifying the purchase price per cart that was actually paid by the Contractor. For the purposes of this Section 5.20, the fair market value of a Recycling Cart shall be the price per cart actually paid by the Contractor, reduced from the Commencement Date to the date of termination, based on a straight-line amortization of the purchase price over seven (7) years.

#### 5.21 Maintenance and Replacement of Recycling Carts

The Contractor shall procure, and maintain at all times, an adequate supply of spare parts (e.g., wheels, lids) for the Recycling Carts it provides for use in the Service Area. The Contractor shall be responsible for maintaining the Recycling Carts in good working condition. The Contractor shall repair or replace a Recycling Cart within five (5) days if (a) if the Contractor observes that the Cart is defective or (b) the Contractor is informed by the Customer or the Contract Administrator that the Recycling Cart needs to be repaired or replaced.

## 5.22 Collections with Recycling Bins and Recycling Carts

Prior to the Commencement Date, the Contractor shall collect all of the Source Separated Recyclable Materials that each Customer places at their Curbside Collection Point in or adjacent to Recycling Bins.

From the Commencement Date until May 8, 2015, the Contractor shall continue to collect all of the Source Separated Recyclable Materials a Customer places at the Curbside Collection Point in or adjacent to a Recycling Bin; however, during this period of time, the Contractor shall leave a notice on the Customer's Recycling Bin, informing the Customer that the Contractor will not collect the Customer's Recyclable Materials in the future unless the Recyclable Materials are placed in a Recycling Cart. The design and content of the notice shall be developed by the Contractor, but shall be subject to the prior approval of the Contract Administrator.

On and after the Commencement Date, the Contractor shall collect all of the Source Separated Recyclable Materials that each Customer places at their Curbside Collection Point in Recycling Carts.

After May 8, 2015, the Contractor is not obligated to collect Source Separated Recyclable Materials that are placed at the Curbside Collection Point unless the Source Separated Recyclable Materials are placed in a Recycling Cart. After May 8, 2015, if a Customer places Source Separated Recyclable Materials at the Curbside Collection Point in a Recycling Bin or a Customer fails to place their Source Separated Recyclable Materials in a Recycling Cart, the Contractor may refuse to collect such material, but the Contractor shall place a non-collection notice on the Recycling Bin or Recyclable Materials, in compliance with Section 5.28, below.

## 5.23 Contractor's Transition Plan

The Contractor shall ensure that there is no disruption experienced by Customers when the Contractor begins to provide its services with Recycling Carts. Accordingly, the Contractor shall prepare and provide the Contract Administrator with a transition plan within thirty (30) days after the Effective Date. At a minimum, the transition plan shall demonstrate that the Contractor will obtain and train the necessary personnel, and procure the necessary vehicles and equipment, prior to the Commencement Date. The transition plan shall explain how and when the Contractor will provide Recycling Carts to Customers prior to the Commencement Date. The transition plan shall be subject to the approval of the Contract Administrator. If requested, the Contractor shall provide additional information to the Contract Administrator concerning the transition plan.

## 5.24 Milestones in Transition Plan

The transition plan shall include the following milestones:

- (a) By September 1, 2014, the Contractor shall provide the Contract Administrator with documentation demonstrating that all necessary collection vehicles, equipment, and Recycling Carts have been ordered and will be delivered to the Contractor's equipment yard no later than January 16, 2015.
- (b) By October 1, 2014, the Contractor shall provide the Contract Administrator with a plan for the assembly and distribution of the Recycling Carts that will be provided to the Customers. The Contractor's plan shall describe the timing, staffing, staging locations, distribution methods, and distribution schedule for the Recycling Carts.
- (c) By November 3, 2014, the Contractor shall provide the Contract Administrator 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 with Recycling Carts. By November 3, 2014, the Contractor shall provide the Contract Administrator with an electronic (digital) copy of the brochures and informational materials that the Contractor intends to provide to Customers concerning the use of the Recycling Carts. The Contractor's notices shall be subject to the Contract Administrator's prior approval.
- (d) By January 16, 2015, the Contractor shall confirm in writing to the Contract Administrator that all of the vehicles and equipment necessary to provide collection service with Recycling Carts have been delivered to the Contractor's equipment yard. In addition, the Contractor shall confirm in writing to the Contract Administrator by January 16, 2015, that all of the Recycling Carts 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 for the assembly and distribution of the Recycling Carts.
- (e) By January 16, 2015, the Contractor shall provide the Contract Administrator with three thousand (3,000) copies of the brochures and informational materials that were approved by the Contract Administrator for distribution to the public concerning the use of the Recycling Carts.
- (f) By January 23, 2015, the Contractor shall publish notice in the local newspaper concerning the commencement of the Contractor's collection services with Recycling Carts. By January 23, 2015, the Contractor also shall deliver brochures and informational materials to all Customers concerning the Contractor's services with Recycling Carts. The notices, brochures, and informational materials shall be subject to the Contract Administrator's approval and shall be provided in compliance with the requirements in Section 12, below.
- (g) By January 28, 2015, the Contractor shall confirm in writing to the Contract Administrator that: (1) the Contractor has published the County-approved notices in the local newspaper; (2) the Contractor has delivered the County-approved

brochures and informational materials to all of the Customers; and (3) Contractor has delivered Recycling Carts to all of the Customers in compliance with this Agreement.

#### 5.25 Exchanging Recycling Carts

The Contractor shall offer Recycling Carts that are approximately thirty-two (32) gallons and ninety-six (96) 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) days after receiving the Customer's request.

A Customer shall be allowed to exchange their Recycling Cart for a different size, without charge, one (1) time before May 8, 2015. The Contractor may charge and collect a delivery fee from the Customer if (a) the Contractor exchanges a Customer's Recycling Cart, at the Customer's request, on or after May 8, 2015 or (b) the Customer exchanges its Recycling Cart more than once. However, the Contractor shall not charge or collect a delivery fee if a Customer delivers their Recycling Cart to the Contractor's local office for exchange. The Contractor also shall waive the delivery fee if the Contract Administrator instructs the Contractor to provide a smaller Recycling Cart to a Customer because the Customer is physically disabled and there are no able bodied people residing with the Customer. ~~The Contractor's delivery fee shall not exceed Twenty-Five Dollars (\$25.00). The Contractor shall be solely responsible for billing its delivery fee and collecting the fee from the Customer.~~

#### 5.26 Minimum Warranty for Recycling Carts

Each Recycling Cart shall be protected by a manufacturer's warranty of at least ten (10) years in duration. The warranty shall explicitly provide that it is transferable to the County and shall be enforceable by the County after the title to the Recycling Carts is transferred to the County. A copy of the manufacturer's warranty shall be provided to the Contract Administrator before the Recycling Carts are ordered by the Contractor.

#### 5.27 Collection and Sale of Recycling Bins

When the Contractor delivers a Recycling Cart to a Customer's residence before the Commencement Date, the Contractor shall collect the Customer's Recycling Bin(s), if possible. The Contractor also shall collect all of the Recycling Bins that are set out at the Curbside Collection Point between the Commencement Date and May 8, 2015. Title to the Recycling Bins is held by the County and shall remain with the County until the County sells, discards, or recycles the Recycling Bins. At its option, the County may sell the Recycling Bins to the Contractor for a price that is mutually acceptable to both Parties. In the alternative, the County may require the Contractor to deliver the Recycling Bins to either the designated Recycling facility or a facility located in the County.

5.28 Non-Collection Notices

The Contractor shall place a notice on a Customer's Garbage Receptacle, Recycling Bin, or Recycling Cart if the Contractor refuses to collect the materials in the receptacle, bin, or cart. The design and content of the Contractor's non-collection notices shall be developed by the Contractor, but shall be subject to the approval of the Contract Administrator. 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 to call if the Customer has any questions for the Contractor.

5.29 Operation of Recycling Facility

The Contractor shall weigh each vehicle that delivers Recyclable Materials to the designated Recycling facility under this Agreement. The Contractor's records shall identify the gross weight of each vehicle, the weight of the load delivered in each vehicle, the date when the vehicle delivered the load, and the times when the vehicle entered and left the Recycling facility. The Contractor shall record and keep this information in a manner that allows the Contractor to provide reports concerning the County's Recyclable Materials as required herein or reasonably requested by the County. The Contractor may use tare weights. If the Contractor chooses to use tare weights, all tare weights shall be recalibrated at least once every sixty (60) days. The County shall have the right, at its expense, to inspect the scale house records and test the accuracy of the scales at the Recycling Facility at any reasonable time.

~~No later than the twentieth (20<sup>th</sup>) day of each month during the term of this Agreement,~~ the Contractor shall submit a report to the Contract Administrator, in a format approved by the Contract Administrator. The report shall identify the total tonnage of Recyclable Materials delivered to the designated Recycling facility by the Contractor during the previous month. Upon request, the Contractor shall provide a breakdown of the deliveries by delivery date and time, vehicle number, and quantity of Recyclable Material per vehicle. In May 2015 and each May thereafter, the Contractor shall provide the Contract Administrator with a report identifying the total tons of Recyclable Materials delivered to the designated Recycling facility from the Service Area during the preceding twelve (12) months. Additionally, the Contractor shall provide the County with a copy of the Contractor's annual report to the Florida Department of Environmental Protection, summarizing the Recyclable Materials deliveries by type, quantity and source. The annual report shall be provided to the County within five (5) days after the report is submitted to the Florida Department of Environmental Protection. The records shall be maintained in compliance with Section 27, below.

**6. REPAIR OF DAMAGED PROPERTY**

- 6.1 The Contractor's employees shall not damage any public or private property, including but not limited to roads, driveways, sidewalks, utilities, trees, flowers, shrubs, grass, Garbage Receptacles, Recycling Bins, and Recycling Carts.

- 6.2 The Contractor shall promptly notify the Contract Administrator whenever the Contractor's activities cause any injury or damage to any Person or property.
- 6.3 The Contractor shall repair or replace any property that the Contractor damages in the Service Area. If the Contractor repairs any property, the repairs shall restore the property to a condition that is equal to or better than the condition that existed before the damages occurred. If a dispute arises between a Customer and the Contractor, the Contract Administrator has, and may elect to exercise, the authority to determine the Contractor's responsibility under this Agreement for repairing or replacing damaged property. In cases involving damages to County property, the County shall have the option of performing the repair or replacement itself, or using the services of a private contractor, or requiring the Contractor to repair the damages. In all cases, the Contractor shall be solely responsible for paying the cost of repairing or replacing the property it damaged.

## **7. CUSTOMER DISPUTES WITH CONTRACTOR**

The Contract Administrator has the authority to resolve any disputes between a Customer and the Contractor concerning any matter arising under this Agreement, including but not limited to the location of the Curbside Collection Point, the service to be provided to the Customer, and the amount of any fees to be paid for Special Services.

## ~~**8. TREATING COMMERCIAL AND MULTIFAMILY RESIDENCES AS RESIDENTIAL PROPERTY**~~

- ~~8.1 Under this Agreement, the Contractor shall not collect and shall not be paid for the collection of Solid Waste from any commercial establishments, businesses, or industries.~~
- 8.2 The County may allow Multifamily Residential Property, condominiums, and subdivisions to change from commercial Solid Waste collection services to residential collection service. If the County allows such changes to occur after the Effective Date, the Contract Administrator and the Contractor shall jointly account for and agree upon the number of New Customers that will receive collection services from the Contractor under this Agreement. If there is a dispute between the County and the Contractor about this issue, the Contractor initially shall be paid only for the number of Customers that both Parties agree upon. When the dispute is resolved, the Contractor shall be paid retroactively, if necessary, to make the Contractor whole for the services it has provided.

## **9. RATES, COMPENSATION AND FRANCHISE FEES**

### **9.1 Payments by the County**

Except as otherwise provided herein, 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 shall be paid in accordance with the Rates set forth in Exhibit D, which is attached hereto and incorporated herein. The Rates set forth in



Exhibit D shall be applied uniformly to all Customers, regardless of the number of Garbage Cans, Recycling Bins, or Recycling Carts used by any Customer.

## 9.2 CPI Adjustment

Once each year, the County shall adjust the Contractor's Rates, upward or downward, to reflect the percentage change in the consumer price index (CPI) that occurred during the preceding twelve months. However, the CPI adjustment shall not exceed four percent (4%) in any one year (i.e., the CPI adjustment shall not be greater than four percent (4%) of the Rate in effect immediately before the adjustment occurs). 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 items in the wage earners and clerical workers (CPI-W) category for the South Urban Area.

Each CPI adjustment shall take effect on October 1. The first CPI adjustment shall take effect on October 1, 2014. The CPI adjustment shall reflect the percentage change in the CPI, measured from April 1<sup>st</sup> in the previous calendar year to March 31<sup>st</sup> of the calendar year in which the adjustment will occur. The percentage change in the CPI shall be calculated by using the following formula:

PC equals CPI 1, divided by CPI 2, minus 1.0, multiplied by 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 2014)

CPI 2 is the CPI index number for April in the year before CPI 1 (e.g., April 2013)

Notwithstanding the foregoing provisions of this Section 9.2, the CPI adjustment that shall take effect on October 1, 2016, shall be calculated in a different manner. Specifically, after the CPI adjustment for October 1, 2016 is calculated in accordance with the procedures described above, the amount of the increase or decrease in the Rates shall be reduced by an additional two percent (2%). For example, if the CPI adjustment for October 1, 2016 is calculated to increase the Rates by three percent (3%), the actual CPI adjustment shall only increase the Rates by one percent (1%). Similarly, if the CPI adjustment for October 1, 2016 is calculated to increase the Rates by one-half of one percent (0.5%), the actual CPI adjustment shall reduce the Rates by one and one-half percent (1.5%).

## 9.3 Extraordinary Rate Adjustment

Once each year, the Contractor may petition the County for a Rate adjustment, based on extraordinary changes in the cost of providing services under this Agreement. The

Contractor shall submit appropriate documentation to fully explain and support any claim for a Rate adjustment. The Contractor's request shall include an audited statement that documents the extraordinary changes in the Contractor's costs. The Contract Administrator shall review and recommend approval or denial of the Rate adjustment. The Board shall consider the Contractor's request for a Rate adjustment at a duly noticed public meeting. At its sole discretion, the Board may approve or deny the request. If the request is granted, the Board shall have the right to reduce the Contractor's Rates when the cost of the Contractor's operations returns to normal. Every six (6) months after a request is granted, the Board shall have the right to request, and the Contractor shall prepare, an updated audit to demonstrate why the extraordinary Rate adjustment should remain in effect.

#### 9.4 Contractor's Invoices

The Contractor shall prepare and submit a monthly invoice to the County for the work that was performed during the preceding month. The invoice shall identify the number of Customers that were served, the Rate that should be charged for each Customer, and the total payment due to the Contractor. The first invoice shall cover the period from the Effective Date until the end of the calendar month that includes the Effective Date. Thereafter, each invoice shall cover the work performed during the preceding calendar month.

#### 9.5 Payment Time

~~The Contractor shall be paid all undisputed amounts within forty-five (45) days after the County receives a proper invoice for the work performed by the Contractor during the preceding month.~~

#### 9.6 Payment Calculation

The Contractor's total monthly fee shall be calculated by multiplying the appropriate Rate times the total number of Customers served by the Contractor during the preceding month. The number of Customers shall be reported by the Contractor, but the number shall be subject to verification by the County.

#### 9.7 Franchise Fee

A franchise fee shall be delivered to the County each month with the Contractor's invoice for its services under this Agreement. The Contractor shall pay a franchise fee to the County for any revenue generated above and beyond the base revenue generated by the Contractor's Regular Service in the Service Area (i.e., one (1) day a week collection for Solid Waste, Recycling, and Yard Waste). If additional or Special Services are provided to any individual residential units or communities, the Contractor shall pay a two percent (2%) franchise fee on the gross revenue collected for the Special Services and any other additional collections service provided in the Service Area. The franchise fee shall be

delivered to the County each month with a description of the Special Services and additional collections provided.

9.8 Number of Customers

The County and the Contractor shall work together to identify the number of Customers that are served by the Contractor under this Agreement. The number of Customers shall be verified within six (6) months of the Effective Date, and shall be reconfirmed from time-to-time thereafter. The number of Customers shall be verified by both the County and the Contractor by performing an actual visual count of each Residential Property, or by using geographic information systems, or by using other methods that are acceptable to the County and the Contractor.

9.9 Adjustments to Customer List

The County shall adjust the number of Customers, upward or downward, once each 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. The Contractor has an affirmative duty to ensure that the County's list of Customers is accurate and does not include undeveloped lots, empty homes or dwelling units, or abandoned property. The Contractor's drivers shall promptly notify their supervisors, who shall promptly notify the Contract Administrator, if the drivers see any Residential Property that they believe should be removed from or added to the County's list of Customers.

9.10 Overpayments and Underpayments

If the Contractor provides service to a Person that has been mistakenly omitted from the County's list of Customers, the Contractor shall provide the Contract Administrator with appropriate information, in the format requested by the Contract Administrator, to determine whether the Person should be added to the County's Customer list. If the Contract Administrator verifies that the Person should be added to the County's Customer list, the County shall pay the Contractor for the Regular Services provided to the Customer. If the County overpays the Contractor for any reason, the Contractor shall promptly notify the Contract Administrator, and the County shall adjust its monthly payments to the Contractor to offset any prior overpayments.

Notwithstanding anything else contained herein, the County shall have no obligation to pay the Contractor for services rendered by the Contractor more than one (1) calendar month before the Contractor notifies the Contract Administrator that the Contractor has been providing its service to a Person or Residential Property that was omitted from the County's list of Customers. The Contractor hereby waives its right to payment for services provided more than one (1) calendar month prior to its notice to the Contract Administrator. For example, if the Contractor gives notice in October that the Contractor has provided service to a Customer since June, the Contractor shall receive payment for

the services it provided in September and October, but the Contractor shall not be entitled to any payment for services it rendered prior to September.

#### 9.11 Diesel Fuel Adjustment Fee

The County shall pay an additional fee (i.e., “the Fuel Adjustment Fee”) to the Contractor, and the Contractor shall pay a Fuel Adjustment Fee to the County, when required by the provisions of this Section 9.11. The Fuel Adjustment Fee shall be invoiced quarterly in arrears. The Fuel Adjustment Fee shall reflect the monthly changes in the price of Number 2 Diesel, as reported in the FDOT Fuel and Bit Price Index (FDOT Index) (<http://www.dot.state.fl.us/construction/fuel&bit/Fuel&Bit.shtm>).

The Fuel Adjustment Fee shall be paid for diesel fuel that is used by the Contractor’s collection vehicles, but only when such vehicles are used to collect and transport the County’s Residential Waste in St. Johns County in compliance with this Agreement. The Contractor shall compile and maintain accurate records demonstrating that the Contractor has complied with the requirements in this Section 9.11. The County may withhold payment of any invoice from the Contractor for the Fuel Adjustment Fee until the Contractor provides adequate documentation to support the invoice. At any time the County may monitor and audit the fuel consumption records of the Contractor for the collection and transportation of the County’s Residential Waste.

The “Base Fuel Price” (BFP) ~~will be set at \$3.2251 per gallon, beginning April 1, 2014. The Base Fuel Price shall be adjusted each month thereafter, based on the change during the preceding month in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for all items in the wage-earners and clerical workers (CPI-W) category for the South Urban Area. This CPI adjustment will establish a “Monthly Base Fuel Price” (MBFP).~~

The MBFP will be subtracted from the FDOT Index Price for that month to derive the “Price Differential” per gallon of diesel fuel for the subject month. This Price Differential will then be multiplied by the number of gallons consumed by the Contractor during the month for the collection and transportation of the County’s Residential Waste in the County in compliance with this Agreement. The resulting value is the amount of the Fuel Adjustment Fee for that month.

When the FDOT Index Price is greater than the Base Fuel Price, the Fuel Adjustment Fee will be paid by the County to the Contractor. When the FDOT Index Price is less than the Base Fuel Price, the County will deduct the Fuel Adjustment Fee from the County’s payments to the Contractor.

The Fuel Adjustment Fee shall be calculated by using the following formulas:

$$\text{BFP} \times \text{Monthly CPI Adjustment} = \text{MBFP}$$

$$\text{FDOT Index} - \text{MBFP} = \text{Price Differential (Per Gallon of Diesel Fuel)}$$

Gallons Used by Contractor x Price Differential = Fuel Adjustment Fee

The following hypothetical examples use hypothetical values to demonstrate how the Fuel Adjustment Fee will be calculated:

Example No. 1:

$\$3.2251$  (BFP) x  $1.003$  (CPI Adjustment) =  $\$3.2348$  (MBFP)

$\$3.2348$  (MBFP) -  $\$3.1818$  (FDOT Index) =  $\$0.053$  (Price Differential)

$1,000$  Gallons (Fuel Used) x  $\$0.053$  (Price Differential) =  $\$53.00$   
(Fuel Adjustment Fee to be paid by the Contractor to the County)

Example No. 2:

$\$3.2251$  (BFP) x  $0.995$  (CPI Adjustment) =  $\$3.2089$  (MBFP)

$\$3.3311$  (FDOT Index) -  $\$3.2089$  (MBFP) =  $\$0.1222$  (Price Differential)

~~$1,000$  Gallons (Fuel Used) x  $\$0.1222$  (Price Differential) =  $\$122.20$  (Fuel Adjustment Fee to be paid by the County to the Contractor)~~

9.12 Reserved

9.13 CNG Fuel Adjustment Fee

The County shall pay an additional fee ("CNG Fuel Adjustment Fee") to the Contractor, and the Contractor shall pay a CNG Fuel Adjustment Fee to the County, when required by the provisions of this Section 9.13. The CNG Fuel Adjustment Fee shall be invoiced quarterly in arrears. The CNG Fuel Adjustment Fee shall reflect the monthly difference between the price of CNG paid by the Contractor at the County's CNG Facility (i.e. the average price per gallon paid, as determined each month) and Number 2 Diesel, as reported in the FDOT Fuel and Bit Price Index (FDOT Index) (<http://www.dot.state.fl.us/construction/fuel&bit/Fuel&Bit.shtm>). The CNG Fuel Adjustment Fee shall be paid for CNG that is used by the Contractor's collection vehicles, but only when such vehicles are used to collect and transport the County's Residential Waste in St. Johns County in compliance with the Agreement. The Contractor shall compile and maintain accurate records demonstrating that the Contractor has complied with the requirements in this Section 9.13. The County may withhold payment of the CNG Fuel Adjustment Fee until the Contractor provides adequate documentation to support the CNG Fuel Adjustment Fee. At any time the County may monitor and audit the fuel consumption records of the Contractor concerning the collection and transportation of the County's Residential Waste.

If the cost per gallon of Number 2 Diesel exceeds the cost per gallon of CNG, the Contractor will pay to the County fifty percent (50%) of the difference between the cost of Number 2 Diesel and CNG for each gallon of CNG used for the collection and transportation of the County's Residential Waste in St. Johns County. For example, if Number 2 Diesel costs Two Dollars (\$2.00) per gallon and CNG costs One Dollar (\$1.00) per gallon, the Contractor will pay Fifty Cents (\$0.50) per gallon to the County. If the cost per gallon of CNG exceeds the cost per gallon of Number 2 Diesel, the County will pay to the Contractor fifty percent (50%) of the difference between the cost of CNG and Number 2 Diesel for each gallon used in the collection and transportation of the County's Residential Waste in St. Johns County. For example, if CNG costs Three Dollars (\$3.00) per gallon and Number 2 Diesel costs Two Dollars (\$2.00) per gallon, the County will pay Fifty Cents (\$0.50) per gallon to the Contractor. If the difference between the cost per gallon of CNG and Number 2 Diesel is Ten Cents (\$0.10) or less, neither the Contractor nor the County shall be obligated to pay a CNG Fuel Adjustment Fee.

9.14 Proceeds from Recyclable Materials

The Contractor shall retain all of the revenue it derives from the sale of the Recyclable Materials it collects pursuant to this Agreement, except in the specific circumstances set forth in this Section 9.14.

**Table 1**

Material	Mix	5 Year Avg Per Ton	Wtd Avg Per Ton
Corrugated	13.71%	\$133.69	\$18.33
Soft Mixed Paper	34.79%	\$89.16	\$31.02
PS 6-News	12.53%	\$61.98	\$7.76
Aseptic Cartons	0.30%	\$ 0	\$ 0
Natural HDPE	1.22%	\$654.75	\$7.99
Colored HDPE	1.51%	\$466.89	\$7.04
PET	3.98%	\$444.35	\$17.70
Aluminum Cans (Baled)	1.29%	\$1,579.79	\$20.41
Steel Cans (sorted/densified)	2.60%	\$115.49	\$3.00
Mixed Bulky Rigid	0.55%	\$10.00	\$0.06
Commingled (1-7)	0.55%	\$149.49	\$0.82
3 Mix Glass	26.97%	\$0.27	\$0.07
<b>Total Weighted Average</b>	100%		<b>\$114.21</b>

- (a) The "Material" column in Table 1 identifies the types of Recyclable Material that are recycled at the Contractor's materials recovery facility.

The "Mix" column in Table 1 identifies the average composition of the materials received at the Contractor's materials recovery facility from communities that use "single stream" or "all-in-one" systems to collect Recyclable Materials from residential customers. The values shown above reflect the composition of the Recyclable Materials after residuals (contaminants) are removed. Residuals

comprised 16.42% of the total composition of the Recyclable Materials before the percentages were calculated for the "Mix" column.

The "5 Year Avg Per Ton" column in Table 1 shows the market value per ton for various types of Recyclable Material, as determined over approximately five (5) years, using the data from www.RecyclingMarkets.net.

The "Wtd Avg Per Ton" ("Weighted Average Per Ton") column in Table 1 shows the value of each type of Recyclable Material, as determined using the weighted average (i.e., the percentage in the "Mix" column multiplied by the corresponding dollar value in the "5 Year Avg Per Ton" column).

The "Total Weighted Average" in Table 1 shows the total value of the Recyclable Materials, expressed in dollars per ton, based on historical values.

- (b) Each month during the term of this Agreement, the Contractor shall identify the "Average Market Value" of each type of Recyclable Material listed in the "Material" column in Table 1. The Average Market Value shall be the value of each type of Recyclable Material, as reported in www.RecyclingMarkets.net for the first week of the month in which the Recyclable Materials are collected. When using www.RecyclingMarkets.net to determine the value of a material, the Contractor shall select the value identified as the "Maximum" value; the Contractor shall not use the "minimum" or "average" values reported in www.RecyclingMarkets.net. For the purposes of this Section 9.14, the Average Market Value of a material shall not be less than zero (\$0.00).
- (c) The Average Market Value for each material shall be multiplied by the applicable percentage shown in the "Mix" column in Table 1, and the resultant figure shall be the Weighted Average Per Ton for each type of material. The weighted averages for all of the materials in Table 1 shall be added together, and the sum shall constitute the Total Weighted Average.
- (d) As indicated in Table 1, as of the Effective Date of this Agreement, the Total Weighted Average for the County's Recyclable Materials is estimated to be One Hundred Fourteen Dollars and Twenty-One Cents (\$114.21). This value is deemed to be the "Rebate Trigger" and it shall be fixed (unchanged) throughout the term of this Agreement. Each month during the term of this Agreement, the Total Weighted Average shall be calculated by the Contractor in the manner described in Sections 9.14(b) and (c), above. If the Total Weighted Average of the County's Recyclable Materials in any month is less than or equal to the Rebate Trigger (\$114.21), the Contractor shall keep all of the revenues derived from the sale of the County's Recyclable Materials in that month. However, if the Total Weighted Average in any month is calculated to be greater than the Rebate Trigger, the Contractor shall pay a rebate to the County. The amount of the rebate, measured on a per ton basis, shall be equal to one-half (0.5) of the amount by which the Total Weighted Average exceeds the Rebate Trigger. The total

amount of the rebate shall be calculated by (a) subtracting the Rebate Trigger from the Total Weighted Average, (b) multiplying the remainder by one-half (0.5), and then (c) multiplying by the number of tons of Recyclable Materials collected pursuant to this Agreement during that month. For example, if the Total Weighted Average in July 2014 is calculated to be One Hundred Thirty Dollars and Twenty-One Cents (\$130.21) per ton of Recyclable Materials, the Contractor shall pay the County Eight Dollars (\$8.00) for each ton of Recyclable Materials collected by the Contractor that month pursuant to this Agreement (i.e.,  $(\$130.21 - \$114.21) \times 0.5 = \$8.00$ ).

- (e) The Contractor's rebate payments to the County, if any, shall be delivered to the County no later than twenty (20) days after the month in which the Recyclable Materials are collected.
- (f) The weight (tonnage) of the Recyclable Materials shall be determined at the scale house operated at the designated Recycling facility.
- (g) No later than the twentieth (20<sup>th</sup>) day of each month during the term of this Agreement, the Contractor shall provide the Contract Administrator with all of the data and calculations necessary to determine whether, and the extent to which, a rebate should be paid to the County for the Recyclable Materials collected during the preceding month. Among other things, the Contractor shall provide the Contract Administrator with the Average Market Value for each type of Recyclable Material, as set forth in www.RecyclingMarkets.net. If www.RecyclingMarkets.net is discontinued in the future, the County and the Contractor shall jointly select another reliable source of market data.

#### 9.15 Right to Verify Payments

The County's acceptance of any payment from the Contractor and 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 of any claim that the County may have for additional sums payable from the Contractor. At any time within the applicable statute of limitations, the County may recalculate and collect any amounts that are payable to the County under this Agreement, plus interest at the maximum rate allowed by law and all costs of collection, including attorneys' fees and court costs.

### **10. CHANGES IN SCOPE OF WORK**

- 10.1 The County shall have the unilateral right to make changes in this Agreement to benefit the public health, safety or welfare, or to comply with a Change in Law. The County, at its sole discretion, may request modifications to this Agreement relating to the scope of the Contractor's services.



The County shall use the following procedure when implementing a proposed change to this Agreement:

- (a) The County shall send reasonable advance notice to the Contractor of the proposed change in service;
- (b) The County shall provide the Contractor with a reasonable period of time to implement the proposed change;
- (c) The County and the Contractor shall negotiate in good faith to establish the amount of any adjustment, upward or downward, in the Contractor's Rates that are appropriate in light of the proposed change in service;
- (d) In the event the County and the Contractor cannot reach an agreement as to the amount of any adjustment in the Contractor's Rates, then the County shall have the right to require that the dispute be settled by arbitration in accordance with the rules of the American Arbitration Association;
- (e) Upon receiving notice of the County's intent to submit the dispute to arbitration, the Contractor shall implement the change in service as directed by the County, with the adjustment in Rates proposed by the County. The County and the Contractor agree that the adjustment in Rates set by the arbitrator shall be implemented retroactively to the beginning of the change in service so that the Parties are made whole.
- (f) ~~The cost of arbitration shall be shared and paid equally by the Contractor and the County.~~

## 11. OPERATION DURING A DISPUTE

If a dispute arises between the County, the Contractor, or any other Person that in any way relates to the Contractor's performance under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the terms and conditions of this Agreement, regardless of the pending dispute.

## 12. NOTIFICATION BY CONTRACTOR

### 12.1 Public Notice of Schedules and Services

At least seven (7) days but not more than twenty (20) days prior to the Commencement Date, the Contractor shall provide notice to its Customers concerning the Contractor's schedules and services. The notice shall be published in the local newspaper that has the largest circulation in the Service Area. Notice also shall be delivered to each Customer, by using door hangers, flyers, or similar means. The content and form of the notice are subject to the prior approval of the Contract Administrator. At a minimum, the notices shall include the following information:

- (a) The collection day for each collection route and for each type of material (i.e., Garbage, Recyclables, Bulky Waste, and Yard Waste).
- (b) The types of Special Services that will be provided by the Contractor, if requested by the Customer.
- (c) The location of the Contractor's office, the Contractor's mailing address, and the Contractor's toll-free telephone number, which should be called for information about the Contractor's services or to report a complaint.
- (d) The name of the Contractor's manager for the Service Area.
- (e) The types of materials that the Contractor will not collect (e.g., Hazardous Waste).
- (f) The size and weight limitations, if any, on the materials that the Contractor will collect (e.g., fifty (50) pounds per Garbage Receptacle).
- (g) The telephone number to call for information from the County about its services and facilities.
- (h) The proposed date and location of any upcoming community clean up program.

#### 12.2 Notification of Route and Schedule Changes

The Contractor may change its collection routes, schedules, and manner of collection, but shall provide written notification to all affected Customers at least ten (10) days before the Contractor implements the change. Notification of changes shall be provided to each Customer with a door hanger, flyer or other method approved by the Contract Administrator. During the first week following the change, the Contractor shall provide an additional pick up and notice to each Customer that fails to place its Residential Waste at the Curbside Collection Point at the appropriate time or in the appropriate manner.

#### 12.3 Notification to County of Routes and Schedules

No later than thirty (30) days after the Effective Date, the Contractor shall provide the Contract Administrator with a map showing all of the routes that the Contractor will use for the collection of Residential Waste in the Service Area. The route map shall designate the beginning and ending point of each route, and the days and times when service will be provided to each route. If the Contractor decides to make any temporary changes to a route or the day, time, or manner of collection, the Contractor shall immediately provide verbal notification to the Contract Administrator and then shall provide written confirmation within one (1) business day. If the Contractor wishes to make a permanent change to any route or the day, time, or manner of collection, the

Contractor shall provide written notice and an updated map to the Contract Administrator at least twenty (20) days before the Contractor implements the change.

#### 12.4 Notification to New Customers

The Contractor shall provide notice to New Customers when the Contractor begins to provide collection service to those Customers. The notice shall be delivered to each New Customer by using door hangers, flyers or similar means. The content and form of the notice are subject to the prior approval of the Contract Administrator, but shall include the information identified in Sections 12.1(a) through 12.1(h), above.

### **13. PUBLIC AWARENESS, EDUCATION AND COMMUNITY CLEAN UP PROGRAMS**

13.1 The Contractor shall assist the County with its efforts to inform the public about the goals and objectives of the County's Solid Waste management program. At least once each calendar year, the Contractor shall provide each Customer in their service area with informational, promotional, and educational materials concerning the waste management programs and services offered by the County and Contractor. These materials shall include information about the proper management and disposal of Hazardous Waste and Special Waste, and shall identify the locations of the County's collection centers for such materials. ~~The form and content of the materials shall be subject to the prior approval of the Contract Administrator. This annual informational service is in addition to the Contractor's initial notification to the public about the Contractor's schedules pursuant to Section 12.1, above.~~

13.2 The Contractor shall conduct twelve (12) community clean-up programs each calendar year, including one paper shredding event. The County, in consultation with the Contractor, shall designate the times, dates, locations, and scope of each clean-up program, except the paper shredding event, which shall be designated by the Contractor. The Contractor shall publish notice of each program in the local newspaper that has the largest circulation in the Service Area. The Contractor also shall deliver door hangers or flyers to those Customers or areas designated by the County. The notices shall be subject to the prior approval of the Contract Administrator. The Contractor shall provide at least four (4) containers, each with a minimum capacity of forty (40) cubic yards, for each program. The Contractor shall pay the cost of collecting and transporting the contents of the containers to the County's Solid Waste Management Facilities. The County shall pay the cost of disposal for the materials collected during the clean-up programs, except the paper shredding event.

### **14. DELIVERY TO DESIGNATED DISPOSAL FACILITIES**

#### 14.1 Delivery to Designated Facilities

The Contractor shall deliver all of the Solid Waste it collects in the Service Area pursuant to this Agreement to a Solid Waste Management Facility or Recycling facility designated

by the County. The designated facilities for the disposal of Garbage and Rubbish are the Tillman Ridge Transfer Station, which is located at 3005 Allen Nease Road, Elkton, Florida 32033, and the County's Stratton Road Transfer Station, which is located at 250 Stratton Road North, St. Augustine, Florida 32095. The designated facilities for the disposal of Yard Waste are the privately operated Yard Waste facility that is located at the Nine Mile Road Landfill, 445-A International Golf Parkway, St. Augustine, Florida 32095, and the facility operated by Indianhead Exploration, LLC, which is located at 1700 Adams Acres Road, St. Augustine, Florida 32084. The Source Separated Recyclable Materials collected under this Agreement shall be delivered to the Contractor's Solid Waste Management Facility located at 445 Republic Drive, St. Augustine, Florida, and then transported to the designated Recycling Facility for Recyclable Materials, which is the Contractor's materials recovery facility located at 7000 Imeson Road, Jacksonville, Florida 32219.

#### 14.2 Prohibited Deliveries

Unless the Contractor receives the Contract Administrator's prior written approval, the Contractor shall not deliver the following materials to a Solid Waste Management Facility owned by the County: (a) Hazardous Waste; (b) Solid Waste that is not authorized for processing or disposal at the County's facility, in compliance with all Applicable Laws; and (c) Solid Waste collected outside of the County.

#### 14.3 Restricted Deliveries

~~If the Contractor collects Solid Waste in the County from a person that is not a Customer under this Agreement, or if the Contractor collects material that is not Residential Waste,~~ the Contractor may deliver the Solid Waste to a Solid Waste Management Facility owned by the County, but in such cases: (a) the Contractor must notify the Contract Administrator at or before the time the Solid Waste is delivered to the County's facility; (b) the Contractor must pay the applicable disposal and processing fees to the County; and (c) the driver of the Contractor's collection vehicle must tell the scale house operator to charge the Contractor for the disposal of the materials. Among other things, these requirements apply to the disposal of Solid Waste that the Contractor collects in the County from commercial, industrial, governmental and institutional properties and entities.

#### 14.4 Misuse of Residential Waste Collection Vehicles

Unless the Contractor receives the prior written approval of the Contract Administrator, the Contractor shall only use its residential waste collection vehicle (e.g., rear loading vehicles) to collect Residential Waste generated by a Customer, and shall not use such vehicles to collect Solid Waste generated on or by commercial, industrial, governmental or institutional properties or entities. Unless the Contractor receives the Contract Administrator's prior written approval, the Contractor shall pay the applicable processing and disposal fees for the entire load, and shall be subject to liquidated damages or other sanctions under this Agreement, if the Contractor uses a residential waste collection

vehicle to deliver Solid Waste generated on or by commercial, industrial, governmental or institutional properties or entities, or delivers such waste with Residential Waste.

## 15. CONTRACTOR'S PERSONNEL

- 15.1 The Contractor shall designate qualified individuals to supervise and be responsible for the Contractor's operations within the Service Area. At a minimum, the Contractor shall have at least one site manager and one supervisor to ensure that the Contractor's work complies with the requirements in this Agreement. The Contract Administrator shall be given the names of the Contractor's site manager(s) and supervisor(s), as well as the telephone number(s) and e-mail addresses where these employees can be reached twenty-four (24) hours per day.
- 15.2 The Contractor's collection employees shall wear a uniform or shirt, clearly identifying the Contractor's name and the name of the employee, at all times when the employee is working in the County.
- 15.3 All of the Contractor's drivers shall carry a valid Florida commercial driver's license, suitable for the type of vehicle that is being driven, at all times when operating collection equipment in the County. The Contractor shall ensure that all of its employees are fully trained and qualified before they drive any equipment in the County or undertake any other duties under this Agreement.
- 15.4 ~~The Contractor shall provide operating and safety training for all of its personnel before they commence work under this Agreement and such training shall be updated on a regular basis. The Contractor shall initiate and maintain a drug screening program for its employees during their employment with the Contractor.~~ The Contractor's drivers shall be assigned to routes in the Service Area only after they are aware of the specific area and route that is to be served.
- 15.5 Before beginning work under this Agreement, the Contractor shall inform all of its collection employees about the procedures that are to be followed in the event that (a) the employees are involved in an accident with a vehicle, (b) other circumstances arise where there is damage to public or private property, or (c) there are complaints from Customers. The Contractor's employees shall at all times and in all circumstances treat all Customers in a polite and courteous manner. The Contractor's employees shall not use loud or profane language while performing their duties under this Agreement. If a Customer is belligerent or unduly upset, the Contractor shall promptly notify the Contract Administrator. If deemed necessary, the Contract Administrator shall work with the Contractor to resolve the Customer's complaint. The Contractor shall provide each employee with a telephone number to call in the event of an accident or emergency.

## 16. COLLECTION VEHICLES AND EQUIPMENT

### 16.1 General Standards

At all times the Contractor shall have available in a local equipment or vehicle yard, and in good working condition, adequate numbers and types of vehicles and equipment to efficiently and timely perform the Contractor's duties under this Agreement. All vehicles and equipment shall be licensed in the state of Florida, operated in compliance with all Applicable Law, and maintained in compliance with the manufacturer's recommendations. The Contractor's Solid Waste collection equipment shall be of the enclosed loader packer type or other equipment that meets industry standards and complies with the requirements of the American National Standards Institute (ANSI). On and after the Commencement Date, the vehicles used to collect Source Separated Recyclable Materials shall be designed for the automated or semi-automated collection of such materials in Recycling Carts as part of a "single stream" or "all-in-one" collection process. At any time, the Contractor may use other equipment if such equipment is compatible with the County's needs, suitable for unloading at the County's designated facility, and in compliance with industry standards, ANSI requirements, and this Agreement. However, all of the Contractor's Solid Waste collection equipment and Recyclable Material collection equipment shall be subject to the County's prior approval.

### 16.2 Condition

All of the Contractor's vehicles and equipment shall be maintained and kept in good repair and appearance, and in a clean and sanitary condition, at all times. The Contractor shall wash, clean, repair or maintain any vehicle or piece of equipment within forty-eight (48) hours after being requested to do so by the Contract Administrator. The Contractor shall not use any vehicle or equipment that is more than seven (7) years old, except on an emergency or reserve basis.

### 16.3 Vehicle Identification

All of the vehicles used by the Contractor for the collection of Solid Waste or Recyclable Materials shall clearly identify the Contractor's name, local telephone number, and vehicle number, on both sides and the rear of the vehicles, in letters and numbers that are at least five (5) inches tall. Equipment shall be marked in a similar manner. Recycling collection vehicles shall be clearly marked to indicate that they are used for Recycling.

### 16.4 Reserve Vehicles

The Contractor shall have available reserve vehicles and equipment, which can be put into service within two (2) hours of any breakdown. The reserve vehicles and equipment shall correspond in size and capacity to the vehicles and equipment normally used by the Contractor to perform its duties under this Agreement. Vehicles and equipment required for extended emergencies shall be subject to the requirements in Section 20 of this Agreement.

16.5 Properly Equipped Vehicles

Each of the Contractor's collection vehicles shall carry at all times appropriate tools and supplies to clean up any litter or spillage that may occur while the vehicles are being used in the County. Each vehicle shall at all times carry a spill response kit, which is suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from the Contractor's vehicles.

16.6 Properly Loaded and Enclosed Vehicles

All of the Contractor's vehicles shall be covered, enclosed, sealed, or otherwise secured to prevent blowing or littering of Solid Waste, and spillage of fluids. The Contractor's vehicles shall not be overloaded, either by weight or by stacking oversized or excessive materials on the vehicle.

16.7 Vehicle Inventory; Dedicated Fleet

Within ten (10) days after the Effective Date, the Contractor shall provide the Contract Administrator with a list of the vehicles that will be used to provide the services required under this Agreement. The list shall be presented in a format approved by the Contract Administrator. At a minimum, the Contractor's list shall identify: (a) the type of vehicle; (b) the make, model and model year; (c) the license tag number; (d) the vehicle identification number; (e) the vehicle's age; and (f) the date when the vehicle will be replaced. The Contractor's list also shall provide the same information for each reserve vehicle. The Contractor's list shall be updated at least once every six (6) months and provided to the Contract Administrator.

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 the vehicles used outside of the Service Area shall not be used to provide collection service pursuant to this Agreement, unless the Contractor receives the Contract Administrator's prior written approval for such action. If such approval is granted, the Contractor shall notify the Contract Administrator within one hour after a vehicle normally used outside the Service Area is brought into the County and used to provide collection service pursuant to this Agreement.

16.8 Contractor's Local Office

The Contractor shall maintain an office within the Service Area, which shall be equipped with a sufficient number of employees and telephones to enable the Contractor to receive and respond to complaints promptly. The Contractor's site manager(s) and supervisor(s) shall be based in and work from the Contractor's local office. At least two (2) toll-free telephone numbers for the office shall be listed in the local telephone directory. The office shall be open to the public at least from 7:00 a.m. until 6:00 p.m., Monday through Friday, and 7:00 a.m. until 1:00 p.m. on Saturday, except Holidays. The Contractor shall

use a telephone answering machine or service to receive Customer inquiries when the office is closed. The answering machine or service shall give Customers the telephone number that the Customers may use to report an emergency. 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. The Contractor shall have extra staff working in the Contractor's office in February 2015 and as long thereafter as necessary to ensure Contractor's compliance with the requirements in this Agreement following the Commencement Date. Recycling Carts shall be stored at the Contractor's local office and made available to Customers, pursuant to Section 5.25, above.

#### 16.9 Contractor's Equipment Yard

The Contractor's equipment yard shall be maintained in a safe condition, in compliance with all Applicable Laws. The Contractor's equipment shall be stored and secured in the Contractor's equipment yard, which shall be closed and locked after normal business hours.

#### 16.10 County Inspections of Contractor's Work

The County shall have the right to inspect the Contractor's office, equipment yard, and equipment during normal business hours to evaluate whether the Contractor is in compliance with the requirements of this Agreement. The County also may perform unannounced inspections and evaluations of the Contractor's routes and performance under this Agreement. The Contract Administrator 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 Recyclable Materials in the County. The Contract Administrator also may require any collection vehicle or other equipment to be cleaned, washed, painted, repaired or maintained immediately. In such cases, the Contractor shall comply with the Contract Administrator's request within one (1) business day or the Contractor shall take the vehicle or equipment out of service until the requested work can be completed.

#### 16.11 Notice of Violations

The Contractor shall promptly provide written notification to the Contract Administrator if the Contractor or its employees receive a ticket or citation by any law enforcement agency while performing any work in the County.

#### 16.12 GPS Records

If the Contractor uses Global Positioning Systems ("GPS") to track and record the locations of its collection vehicles, the Contractor shall provide the GPS logs and records (if any) to the Contract Administrator within five (5) days after receiving a written request for such records. However, nothing contained herein shall be construed to



require the Contractor to install GPS equipment in its vehicles or to collect and record the data from any GPS.

#### 16.13 CNG Fueling Station and Contractor's CNG Vehicles

The County plans to participate in a public-private partnership and thereby arrange for the construction of a fueling station ("Fueling Station") for vehicles that use Compressed Natural Gas ("CNG"). The Fueling Station shall be owned, operated, and maintained by a private company. If the Fueling Station is located within a fifteen (15) mile radius of the Contractor's Facility at 445 Republic Drive, St. Augustine, Florida, the Contractor shall use the Fueling Station to fuel the CNG collection vehicles that the Contractor uses to collect and transport the County's Residential Waste in St. Johns County. The terms and conditions governing the Contractor's use of the Fueling Station shall be the subject of a separate agreement between the Contractor and the owner or operator of the Fueling Station.

The County anticipates that the Fueling Station will be constructed by July 2015. Within six (6) months after the CNG Fueling Station becomes available for the Contractor's use, the Contractor shall begin to replace the diesel fueled vehicles it uses for the collection of Recyclable Materials with CNG-fueled vehicles. If the Fueling Station is available for the Contractor's use by January 1, 2016, the Contractor shall replace its vehicles in compliance with the following schedule:

~~2016—two CNG vehicles~~  
~~2017—two additional CNG vehicles~~  
~~2018—two additional CNG vehicles~~  
2019—one additional CNG vehicle  
2020—one additional CNG vehicle  
2021—one additional CNG vehicle

The Contractor must comply with the requirements in this Section 16.13 only to the extent that the Fueling Station is operational, available for the Contractor's use, and has an adequate supply of CNG to meet the Contractor's needs.

### 17. COMPLAINTS

- 17.1 The Contractor shall prepare and maintain a complaint log for all of the complaints received from individuals and the County. Each complaint shall be recorded on a standard form, in a format approved by the Contract Administrator, and the forms shall be kept in the complaint log. At a minimum, the standard forms shall include the following information: (a) the date and time when the complaint was received; (b) the date and time when the problem occurred; (c) the source of the complaint (Customer, County, or other); (d) the name, address, and telephone number of the Person reporting the complaint, and the location of the problem, if different than the complainant's address; (e) the Contractor's truck number, if available; (f) the nature of the complaint; (g) the name of the Person assigned by the Contractor to respond to the complaint; (h) the

ultimate action taken by the Contractor; and (i) the date and time when the complaint was resolved.

17.2 Reserved

17.3 The Contractor shall respond to all complaints as expeditiously as possible. If the Contractor receives a complaint before 12:00 p.m. (noon), Monday through Friday, the Contractor shall respond to the complaint on the day it is received. If a complaint is received after 12:00 p.m. (noon), or on a Saturday, or on the day before a Holiday, the Contractor shall respond no later than 12:00 p.m. (noon) on the next business day.

17.4 On or before the tenth day of each month, the Contractor shall provide the Contract Administrator with a summary of the complaints received by the Contractor during the preceding month. If requested by the Contract Administrator, each month the Contractor shall provide the Contract Administrator with a more detailed written report, in a format approved by the Contract Administrator, concerning the complaints received during the preceding month. At a minimum, the report shall identify the number of complaints received, the general nature of the complaints, the number of complaints that have not been resolved, and the basic facts concerning any complaints that have been unresolved for more than two (2) business days.

17.5 If the Contractor is unable to resolve a complaint or other problem within the time specified herein, or if the Contractor disputes the validity of a Customer complaint, the Contractor must notify the County in writing within the time period specified herein for addressing the problem. The Contractor's notification shall provide sufficient information to explain the Contractor's position and any suggestions for resolving the issue.

17.6 The County, in its discretion, may attempt to resolve complaints that are not timely resolved by the Contractor. The Contractor shall be liable for any costs reasonably incurred by the County to resolve such complaints.

## 18. LIQUIDATED DAMAGES

18.1 The Contractor and the County 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 to calculate, at best. Accordingly, the County and the Contractor 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 are supplemental to any other remedies the County may have under this Agreement or at law or in equity. If the Contractor fails to perform in accordance with this Agreement, the County, without waiving any other remedies and without reducing the Contractor's obligation to operate in strict compliance with the terms of this Agreement, may deduct the following amounts from any sum that otherwise would be payable to the Contractor under this Agreement:

- |     |   |                                |
|-----|---|--------------------------------|
| (a) | Failure to collect the Garbage, Rubbish, Yard Waste, Bulky Waste, or Source Separated Recyclable Material set out for collection by a Customer on a Scheduled Collection Day.   | \$25 per incident per Customer |
| (b) | Failure to address a Customer's complaint by the close of business on the next business day.  | \$25 per incident              |
| (c) | Failure to leave a notice with a Customer pursuant to Section 5.28, or failure to notify the County pursuant to Section 5.15, if the Customer places unacceptable or inappropriately prepared materials at the Curbside Collection Point. | \$25 per incident              |
| (d) | Failure to return Garbage Receptacles or Recycling Carts to the Curbside Collection Point, pursuant to Section 5.12, at three (3) or more residential units on one route.   | \$10 per residence             |
| (e) | <del>Collection of materials on days or at times that are not authorized by this Agreement, when such collections occur more than three (3) times in a thirty (30) day period.</del>  | \$100 per incident             |
| (f) | Failure of Contractor's employees to conduct themselves in an appropriate manner or failure to treat Customers in a polite and courteous manner.  | \$50 per incident              |
| (g) | Failure of Contractor's employees to comply with uniform requirements.  | \$50 per incident              |
| (h) | Commingling Yard Waste or Source Separated Recyclables with Garbage or other inappropriate materials.   | \$200 per incident             |
| (i) | Commingling commercial waste or other types of inappropriate material with Residential Waste for disposal at the County's Solid Waste Management Facility.  | \$1,000 per incident           |
| (j) | Delivering commercial waste, or waste collected outside of the County, or   | \$1,000 per incident           |

other materials that are not Residential Waste, to the County's facilities in a Residential Waste collection vehicle.

- |     |   |  |
|-----|---|--|
| (k) | Failure to clean up spillage (e.g., oil, hydraulic fluid, leachate, Garbage, Recyclables) or litter on the day notice of such spillage or litter is received. | \$100 per incident   |
| (l) | Failure to maintain office hours and provide telephone service as required by Section 16.8 of this Agreement.   | \$50 per incident  |
| (m) | Failure to properly display Contractor's name, local phone number and vehicle number on equipment and vehicles.   | \$50 per incident  |
| (n) | Failure to provide the initial or annual notices to Customers concerning schedules and Solid Waste services.  | \$50 per day after the due date  |
| (o) | <del>Failure to submit an annual certification by the date prescribed in Section 28, below.</del>   | \$50 per day   |
| (p) | <del>Contractor's vehicle operator not in possession of a valid commercial driver's license.</del>  | <del>\$100 per incident</del>  |
| (q) | Failure to complete an incomplete route within the time period requested by the Contract Administrator.   | \$100 per incident   |
| (r) | Failure to deliver Solid Waste collected pursuant to this Agreement to the designated facility.   | \$1,000 per load   |
| (s) | Failure to receive prior approval or give proper notification of a change to a route, schedule or method of collection.                                       | \$500 per incident   |
| (t) | Delivery of out-of-county Solid Waste at the County's facility for disposal as Residential Waste  | \$5,000 per load for the first incident<br>\$10,000 per load for any subsequent incident |

(u)	Failure to carry a spill response kit in the Contractor's collection vehicle	\$50 per incident
(v)	Disposal of Source Separated Recyclable Material	\$300 per load
(w)	Failure to submit a required report or document to the County in compliance with the applicable deadline in this Agreement	\$100 per incident; \$100 per day after 30 days
(x)	Failure to provide notice and comply with the requirements in Section 5.24(f) by January 23, 2015	\$1,000
(y)	Failure to deliver all of the Recycling Carts in compliance with the transition plan and Section 5.24 by January 23, 2015	\$5,000

18.2 The Contractor shall not be required to pay liquidated damages in those cases where the delay or failure in the Contractor's performance was excused in writing in advance by the Contract Administrator, or was due to an unforeseen cause that was beyond the Contractor's reasonable control and was not the result of an error or negligence by the Contractor.

18.3 The Contract Administrator shall notify the Contractor in writing if the County intends to assess liquidated damages, and shall state the basis for each assessment. If the Contractor disputes the County's claim for liquidated damages, the Contractor shall, within five (5) days of receiving the Contract Administrator's notice, submit a written objection that identifies the grounds for the Contractor's position. If the Contractor cannot resolve its dispute with the Contract Administrator or the County Administrator, the Contractor may present the dispute to the Board, which shall provide the Contractor with an opportunity to be heard at a public meeting.

## 19. SPECIAL SERVICES

### 19.1 Additional Collection Services for Communities

Under this Agreement, the Contractor must provide Regular Service to each Customer – i.e., the Contractor must collect Garbage, Recyclables, and Yard Waste from each Customer, once each week, at the Curbside Collection Point. Subject to the conditions set forth in this Section 19, the Contractor shall collect one or more materials two (2) times each week, or shall collect one or more materials at a location other than the Curbside Collection Point (e.g., at a side door location or at a centralized location in the community), if requested to do so. Such Special Services shall be provided by the Contractor if a community with an established homeowners association (“Homeowners Association”), a municipal service district (“MSD”), or other entity responsible for the

financial obligations of the community (collectively, "Community") requests Special Services, but the Contractor's Special Services shall be subject to the following criteria:

- (a) The Community and the Contractor must enter into a written agreement, which provides that the Community shall be solely responsible for paying the Contractor for the Special Services, and such services shall be provided to all of the existing and future residential units in the Community.
- (b) If a Community requests Special Services, the Special Services shall be provided for every residential unit within the Community. The fee for Special Services will be billed by the Contractor, and it shall be in addition to the County's annual non ad valorem special assessment for residential collection, Recycling and disposal services. The Contractor shall be solely responsible for collecting its fees from the Community for the Special Services.
- (c) The Contractor shall contract directly with the Community to determine the level and type of Special Service needed.
- (d) Any revenues collected by the Contractor for such Special Services shall be subject to a two percent (2%) franchise fee, which shall be paid to the County on a monthly basis.
- (e) The cost of the Contractor's Special Services shall be established by negotiations between the Contractor and the Community, but shall be subject to review and approval by the Contract Administrator before the Contractor begins providing the Special Services. The cost of the Contractor's Special Services must be reasonable when considered in light of the Rates established in this Agreement and other relevant factors. The Contractor agrees that the base price for its Special Service will be based on a Rate not to exceed eighty percent (80%) of the Rate for the Regular Services already being provided.

#### 19.2 Additional Collection Services for Individuals

The Contractor may collect Residential Waste that has accumulated on a vacant lot, if requested to do so by the owner of the property or other authorized Person. The Contractor also may provide additional collection services for Residential Waste generated in the Service Area when approved in advance in writing by the County Administrator. The Contractor shall negotiate a Rate for its services and sign a contract before providing any services under this Section 19.2. The Contractor's gross revenues for such services shall be subject to the County's two percent (2%) franchise fee. The Contractor shall be solely responsible for collecting its fees. The individual requesting Special Services or additional services shall be solely responsible for paying any fees for the Contractor's services.

## 20. EMERGENCY SERVICES

### 20.1 Emergency Services

The Contractor shall provide emergency services from time to time, beyond the standard scope of services provided under this Agreement, for the collection, transportation and potential processing of Storm Debris generated by a Severe Weather Condition. The Contractor shall provide the emergency services, as directed by the County, in accordance with the terms, conditions and provisions contained in this Section 20.

Notwithstanding anything else contained herein, 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 are provided by the Contractor; (d) whether the Contractor must use open-top trucks and open-top containers when providing emergency services; and (e) whether, and the extent to which, the County shall use the services of other contractors to provide emergency services.

### 20.2 Declaration of a Severe Weather Condition

~~In order for the Contractor to be obligated to provide emergency services, the County must first determine and declare that a Severe Weather Condition has occurred within St. Johns County that requires emergency clean up, and then the Contractor must be instructed in writing by the County Administrator to take appropriate clean up action.~~

### 20.3 Performance of Storm Debris Clean-Up Work

The Contractor shall conduct Storm Debris clean-up work in accordance with the prioritized work schedule prepared by the County. The Contractor shall collect Storm Debris from public property and public rights of way within the Service Area, as directed, and shall transport Storm Debris to the facility designated by the County Administrator. The Contractor shall utilize standard waste collection vehicles and personnel in the performance of the work, and may utilize other approved special vehicles and equipment and personnel, including subcontractors, if so authorized by the County Administrator in advance in writing. 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 (2) men. The Contractor may 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 County Administrator to cease such work. The term of this additional service will run concurrently with the term of this Agreement.

## 20.4 Records

The Contractor shall maintain detailed records, as specified by the Contract Administrator, to properly document the trucks, equipment and personnel used in the performance of Storm Debris clean up work and the actual work hours, by day, of such vehicles, equipment and personnel utilized for such work. The records shall be maintained in such manner as to fully support the quantity of work for which the Contractor invoices the County for compensation. The Contractor agrees to maintain for three (3) years from the date of final payment and until all other pending matters are closed under this Agreement, all books, documents, papers and records pertinent to the work performed under this Agreement. The Contractor agrees to provide to the County, the federal grantor agency, the Comptroller General of the United States, the U.S. Federal Emergency Management Agency (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.

## 20.5 Compensation and Payment to the Contractor

The County shall compensate the Contractor for Storm Debris clean-up work based on a Rate per truck for a standard rear end loader waste collection truck with a two (2) man crew or a standard roll-off type truck with a twenty (20), thirty (30) or forty (40) yard container, driver and a two (2) man crew. The Rates are set forth in Exhibit D, which is attached hereto.

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

- (a) The truck identification numbers 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 Rate for specialized vehicles, equipment and personnel used for mechanical collection and loading, for subcontractors, and for other work shall be negotiated and approved by the County Administrator before the Contractor commences work.

The Rate shall not include compensation for the cost of disposal of Storm Debris at the designated disposal facility.



The Contractor shall invoice the County for Storm Debris clean up work upon completion of the work. The County shall make payment to the Contractor in the full amount of the approved invoice within three (3) months of the date of the invoice.

In all cases, however, the Contractor shall fully comply with the most current FEMA requirements and procedures that are applicable to the Contractor's operations, recordkeeping, reporting, and other matters related to the collection, removal, and disposal of debris.

The Contractor shall not be required to pay any disposal fee for the disposal of Storm Debris collected from Customers in the Service Area, if the Contractor (a) complies with all of the applicable requirements in Section 20 of this Agreement and (b) delivers the Storm Debris to the Solid Waste Management Facility designated by the County for the disposal of Storm Debris.

## **21. SUCCESSORS, ASSIGNS, AND TRANSFERS**

The County and the Contractor each binds itself and its successors, executors, administrators and assigns to the other Party, and to the successors, executors, administrators and assigns of the other Party. Neither Party may sell, assign, convey or transfer its interest in this Agreement without the prior written consent of the other. A sale of the assets of the Contractor, or a change in the ownership, operational, or managerial portion of the Company, shall be deemed a sale and transfer of this Agreement. No sale, transfer, conveyance or transfer of the Contractor's interest in this Agreement shall be valid unless and until the Board approves such transaction at a duly noticed public meeting.

## **22. PERMITS AND LICENSES**

On or before the Effective Date, the Contractor shall obtain, at its expense, all of the permits, licenses, registrations, and other approvals necessary to provide the services required in this Agreement. The Contractor shall keep all such approvals current and in effect at all times until this Agreement is terminated.

## **23. TAXES AND EXPENSES**

The Contractor shall be solely liable for and shall pay all federal, state and local taxes, fees, expenses, and other charges associated with the Contractor's activities and performance under this Agreement, including but not limited to sales, use, social security, workers compensation, unemployment, property, fuel, and other taxes chargeable against the labor, material, equipment, real estate and other items necessary for the Contractor's performance under this Agreement.

## **24. INSURANCE**

### **24.1 General Requirements**

The Contractor shall provide and maintain, on a primary basis and at its sole expense, at

all times after the Effective Date 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 acts 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 Contractor shall not commence work under this Agreement until all insurance required under this Section 24 has been obtained by the Contractor and the original certificates of insurance have been delivered to and approved by the Contract Administrator. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no cancellation of the insurance shall be effective without providing thirty (30) days prior written notice to the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The Contractor's liability and obligations under this Agreement shall not be limited by, or in any way to, any insurance coverage, or by any provision in or exclusion or omission from any insurance policy.

The County shall be named as an additional insured in the general liability, vehicle liability, and umbrella liability policies required pursuant to Sections 24.2, 24.3, and 24.5, below. The Contractor shall ensure that any subcontractors comply with the insurance requirements herein. The Contractor shall be responsible for all of its subcontractors.

#### 24.2 General Liability

~~During the term of this Agreement, the Contractor shall maintain Comprehensive General Liability Insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence, including coverage for bodily injury, wrongful death, broad form property damage, and blanket contractual liability. The insurance policy shall provide coverage for the Contractor and anyone for whom the Contractor may be responsible.~~

#### 24.3 Vehicle Liability

During the term of this Agreement, the Contractor shall maintain Comprehensive Vehicle Liability Insurance in the amount of Two Million Dollars (\$2,000,000) per Person for bodily injury and property damage and Two Million Dollars (\$2,000,000) per occurrence, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as for claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned vehicles whether such operations are performed by the Contractor or by anyone directly or indirectly employed by the Contractor.

#### 24.4 Workers' Compensation

~~During the term of this Agreement, the Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by~~

Florida law for all of its employees.

#### 24.5 Umbrella Liability

From the Effective Date until July 31, 2017, the Contractor shall maintain an umbrella or excess liability insurance policy in an amount equal to or greater than Five Million Dollars (\$5,000,000). From August 1, 2017 until this Agreement expires or terminates, the Contractor shall maintain an umbrella or excess liability insurance policy in an amount equal to or greater than Ten Million Dollars (\$10,000,000).

### **25. PERFORMANCE BOND OR LETTER OF CREDIT**

On or before the Effective Date, the Contractor shall furnish to the County a performance bond executed by a surety company licensed to do business in the State of Florida or an irrevocable letter of credit issued by a local bank for the faithful performance of the Contractor's obligations under this Agreement. The bond or letter of credit shall be in an amount that is equal to the total revenue that is expected to be generated by the Contractor by providing Regular Services under this Agreement for three (3) months, or One Million Dollars (\$1,000,000), whichever is larger. The form of the performance bond or letter of credit is subject to approval by the County Attorney.

### **26. INDEMNIFICATION**

The Contractor shall indemnify, defend, and hold harmless the County (including its elected officials, officers, employees, agents, and representatives) from and against any and all liabilities, losses, claims, damages, taxes (including interest or penalties), costs and expenses (including reasonable attorney's fees, paralegal fees, and the costs of investigations, whether incurred prior to, during or after a trial, appeal, arbitration, or mediation), that in any way arise from, or in connection with, or as a result of: (a) the Contractor's acts or omissions under this Agreement; (b) the County's decision to award this Agreement to the Contractor; or (c) the Contractor's failure or refusal to produce documents in compliance with the Florida public records law (Chapter 119, Florida Statutes); except to the extent that such arise from the negligence or willful misconduct of the County. The provisions of this Section 26 shall survive the termination of this Agreement.

### **27. BOOKS AND RECORDS**

#### 27.1 Records

In its local office, the Contractor shall maintain neat and orderly records demonstrating the Contractor's compliance with the requirements of this Agreement. During normal business hours, the County shall have the right to review and copy all of the records maintained by the Contractor pertinent to the services provided under this Agreement. The Contractor's records shall be retained, and shall be available for inspection by the County, for at least three (3) years after this Agreement is terminated.

## 27.2 Public Records Law

The Contractor shall comply with any applicable requirements contained in the Florida public records law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. However, the Contractor does not waive any of its rights under the Florida public records law, including its right to not disclose certain trade secrets and confidential documents.

## **28. ANNUAL CERTIFICATIONS**

An independent, certified public accountant, licensed to do business in the State of Florida, shall review the Contractor's books and records each year and shall certify that the Contractor has: (a) fully and timely paid all of the franchise fees that are due and owing to the County under this Agreement; and (b) charged the appropriate amounts to the County for its services, based on the provisions of this Agreement. The written certification shall be delivered to the Contract Administrator within one hundred and twenty (120) days of the end of the Contractor's fiscal year.

The Contractor shall file and keep current with the County all documents and reports required by this Agreement. During the month of September in each year this Agreement is in effect, the Contractor shall verify and certify in writing to the County that all required documents are current and on file with the County, including, but not limited to, certificates of insurance, audits, performance bonds or letters of credit, route schedules and maps, and equipment lists.

## **29. CONTRACT TERMINATION**

### 29.1 Termination by County for Lack of Funding

The County's contractual authority is limited to the funds available and appropriated. The County has established a non ad valorem special assessment to pay for the collection of Residential Waste. The County shall have the right to terminate this Agreement by providing six (6) months' advance written notice to the Contractor if this non ad valorem special assessment is invalidated or discontinued and the Board concludes the County has insufficient funds to continue with this Exclusive Franchise.

### 29.2 Termination by Contractor for Cause

If the County defaults in the performance of any of its material obligations under this Agreement, including failing to pay any amount to the Contractor when due, the Contractor shall have the right to terminate this Agreement if the County fails to cure the default within thirty (30) days after receiving written notice of the default from the Contractor.

## **30. DEFAULT BY CONTRACTOR**

Any of the following occurrences shall constitute an event of default:

- (a) The Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in Bankruptcy Court or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the federal bankruptcy law or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- (b) By order or decree of a Court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of termination shall be and become null, void and of no effect unless such stayed judgment or order is reinstated, in which case said default shall be deemed immediate; or
- (c) By or pursuant to or under authority of any legislative act, resolution, or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control shall continue in effect for a period of sixty (60) days; or
- (d) The Contractor has failed or refused to perform or comply with the terms, conditions, or covenants in this Agreement or any Applicable Law or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto.

### 31. NOTICE OF DEFAULT

Upon the occurrence of an event of default by the Contractor, the County shall give the Contractor ten (10) days written notice to cure the default. In the case of an event of default which cannot, with due diligence and good faith, be cured within the applicable cure period, the Contractor shall have such additional time as is reasonably necessary to cure the default, provided the Contractor commences to cure within the foregoing cure period and thereafter proceeds diligently and continuously in good faith to complete the necessary cure.

### 32. COUNTY'S REMEDIES

Upon a default and the expiration of any applicable grace period, the County shall have the following rights and remedies, which are supplemental to any other remedies available under this

Agreement or in law or equity:

- (a) To terminate this Agreement, whereupon the Parties shall be relieved of all further obligations to each other, effective on the date selected by the County;
- (b) To restrain by injunction or obtain a decree specifically compelling performance of any term or provision of this Agreement;
- (c) To recover all direct and indirect damages, costs, and expenses which result from the Contractor's default.

### 33. PROCEDURE FOR TERMINATION FOR DEFAULT

- 33.1 Upon the Contractor's receiving a notice of the proposed termination for default, and upon the County Administrator's recommendation to the Board that the Contractor be terminated, the County shall give at least ten (10) days notice to the Contractor prior to holding a public hearing. Should the Board find either a continual breach or a single material breach of the Agreement that justifies termination, the Board can elect to terminate this Agreement. In lieu of or in addition to the foregoing, the County may also direct the County Attorney to institute appropriate action, such as exercising the performance bond or undertaking legal procedures to recover damages.
- 33.2 In the event of termination, the Contractor shall not be entitled to receive any further payment under this Agreement until the County has determined and collected any damages resulting from the Contractor's termination, including but not limited to, the County's costs associated with completing the Contractor's services.
- 33.3 Upon termination, the Contractor shall promptly provide the County with the Contractor's records and documents, including electronic records and documents, related to the current collection and transportation services performed under this Agreement, and including the Contractor's collection service list of residential units. All such records and documents shall thereafter become the sole property of the County.
- 33.4 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 one hundred eighty (180) days if requested to do so by the County. 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.

### 34. REPEAT VIOLATIONS OF AGREEMENT

In addition to the above, if the Contractor's record of performance shows that the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the material covenants or conditions required herein to be kept and performed by the Contractor, and regardless of whether the Contractor has corrected each individual condition of default, or paid liquidated damages, the Contractor may be deemed a "habitual violator" by the County Administrator and,

in such case, the Contractor shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. If the County Administrator concludes that the Contractor is a habitual violator, the Contractor may appeal such determination to the Board. If the Board concludes that the Contractor is a habitual violator, the Board shall thereupon issue the Contractor a final warning, citing the circumstances therefore, and any single material default by the Contractor of whatever nature, subsequent to the issuance of the Board's notice, shall be grounds for immediate termination of this Agreement. In such event, the County may terminate this Agreement by giving written notice to the Contractor, and the termination shall be effective on the date specified by County, which shall be at least five (5) calendar days later. On the specified termination date, the Contractor shall cease any further performance under this Agreement.

### **35. TITLE TO RESIDENTIAL WASTE**

Solid Waste belongs to the Person generating such waste, until the Solid Waste is discarded by that Person (i.e., the generator) and collected by the Contractor. When the Contractor collects Residential Waste on behalf of the County, title to the waste shall pass to the County when the waste is collected at the Curbside Collection Point. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of such waste until it is delivered to and accepted by a Solid Waste Management Facility. Upon acceptance, title to the waste shall pass to the owner of such facility.

Source Separated Recyclable Materials shall belong to the generator until such materials are discarded by the generator and collected by the Contractor. When the Contractor collects the Source Separated Recyclable Material on behalf of the County, title to such materials shall pass to the Contractor when the materials are collected at the Curbside Collection Point. The Contractor shall be solely responsible and liable for the proper handling and lawful management of the Source Separated Recyclable Materials until such materials are delivered to and accepted at a Solid Waste Management Facility or other Facility used for processing and recycling the materials. Upon acceptance, title to the Source Separated Recyclable Materials shall pass to the owner of such facility, unless the Contractor and the facility owner agree otherwise.

### **36. CHOICE OF LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Venue for any legal actions instituted under, based on, or arising out of this Agreement shall be exclusively in the state and federal courts in and for St. Johns County, Florida.

### **37. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon any Party 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. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. However, 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.

### 38. ATTORNEYS' FEES AND COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals, in addition to any other relief to which such Party may be entitled.

### 39. NOTICES

Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the Party giving such notice) by any of the following methods:

- (a) Hand delivery to the other Party; or
- (b) Delivery by commercial overnight courier service; or
- (c) Mailed by registered or certified mail (postage prepaid), return receipt requested.

For purposes of any notice provided under this Agreement, the addresses are as follows:

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

Copy to: County Attorney  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084  
Telephone: (904) 209-0760

As to Contractor: Area President  
Republic Services of Florida  
8619 Western Way  
Jacksonville, Florida 32256  
Telephone: 904-732-3212



Copy to: Corporate Counsel  
Republic Services of Florida  
8619 Western Way  
Jacksonville, Florida 32256  
Telephone: (480) 627-7087

Notice given in accordance with the provisions of this Section 39 shall be deemed to be delivered and effective on the date of hand delivery, or on the second day after the date of the deposit with an overnight courier, or on the date upon which the return receipt is signed or delivery is refused.

Either party may designate a new representative or a new address for the delivery of any notice that is given to them. The designation of a new representative or new address shall be accomplished by providing written notice to the other party of such change.

#### **40. SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **41. INDEPENDENT CONTRACTOR**

The Contractor shall be an independent contractor and shall have complete charge of its workers engaged in the performance of this agreement. The Contractor is not an agent, representative or employee of the County and nothing herein is intended or should be construed as establishing the relationship of partners, or joint ventures, between the Contractor and the County. 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 employee benefits to such Persons.

#### **42. WAIVER OF RIGHTS**

Unless otherwise specifically provided by this Agreement, 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 provision 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.

#### 43. EXHIBITS

This Agreement and its exhibits comprise the entire contract between the County and the Contractor. The following exhibits are attached to this Agreement and they are incorporated in this Agreement by reference:

- Exhibit A Map of St. Johns County Service Areas
- Exhibit B Legal Description of St. Johns County Service Areas (dated February 16, 2010)
- Exhibit C List of Recyclable Materials
- Exhibit D Contractor's Rates
- Exhibit E Specifications for Recycling Carts

After the Effective Date, the Agreement shall be supplemented with: (a) any performance bonds and insurance certificates provided by the Contractor; and ~~(b) any amendments to this Agreement that are approved by the Board and the Contractor.~~

#### 44. ~~ALL PRIOR AGREEMENTS SUPERSEDED~~

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, and understandings applicable to the matters contained in this Agreement. There are no commitments, agreements, or undertakings concerning the subject matter of this Agreement that are not contained herein. Therefore, no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

This Agreement supersedes all prior contracts and agreements between the Parties regarding the matters addressed herein. Among other things, this Agreement supersedes the Parties' "Franchise Agreement for the Collection and Transportation of Residential Waste in St. Johns County" (dated August 1, 2003) and the Parties' "Franchise Extension Agreement for the Collection and Transportation of Residential Waste in St. Johns County" (dated March 4, 2010). On and after the Effective Date, this Agreement shall govern the Parties' conduct.

## **45. CONSTRUCTION AND INTERPRETATION OF THE AGREEMENT**

- 45.1 Both Parties acknowledge that they are represented by legal counsel and they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not 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.
- 45.2 The words “include” and “including” as used herein shall be deemed to be followed by the phrase “without 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.
- 45.3 In the event of a conflict between this Agreement and the provisions of any exhibit, the provisions of this Agreement shall control.
- 45.4 The section and subsection headings preceding the text of this Agreement are solely for ease of reference. The headings do not constitute a part of this Agreement and shall not affect its meaning or interpretation. Unless otherwise expressly stated, a reference in this Agreement to a section or exhibit is intended to refer to a section or exhibit of this Agreement.
- 45.5 Nothing contained herein shall be interpreted to require the Contractor to undertake any conduct that is contrary to local, state, or federal law.

## **~~46. SURVIVABILITY~~**

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

## **47. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor represents and warrants to the County that:

- (a) The Contractor is a general partnership 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 partnership 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 County or 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 will be in compliance at all times with the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, as amended, because the Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against the Contractor's employees or applicants for employment. This statement of assurance shall be interpreted to

include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability. The Contractor understands and agrees that this Agreement is conditioned on the veracity of this Section 47(f) and that a breach of this condition will constitute a material breach of this Agreement.

- (g) The Contractor shall comply with Applicable Law concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.
- (h) 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.
- (i) None of the agents, members, managers, 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.
- (j) The personnel employed by the Contractor have the proper skill, licenses, training, background, knowledge, experience, authorizations, integrity, and character necessary to perform the Contractor's obligations in accordance with this Agreement.
- ~~(k)~~ No County employee received or will receive, directly or indirectly, any benefit, interest, or profit out of the procurement process pursuant to which this Agreement was awarded or in connection with this Agreement or the services to be provided pursuant to this Agreement, and no County employee has or will have any direct or indirect financial interest in the award of this Agreement or any of the services to be provided pursuant to this Agreement.
- (l) 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 either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, both lists of which are created pursuant to Section 215.473, Florida Statutes, and certifies, represents, and warrants to the County that the Contractor is not on either of those lists.

IN WITNESS WHEREOF, the County and the Contractor have caused this Agreement to be executed by their respective authorized representatives, as of the date first above written (i.e., the Effective Date).

ATTEST: BOARD OF COUNTY COMMISSIONERS,  
ST. JOHNS COUNTY

Ram Helterman  
Deputy Clerk

By: [Signature]  
Chair

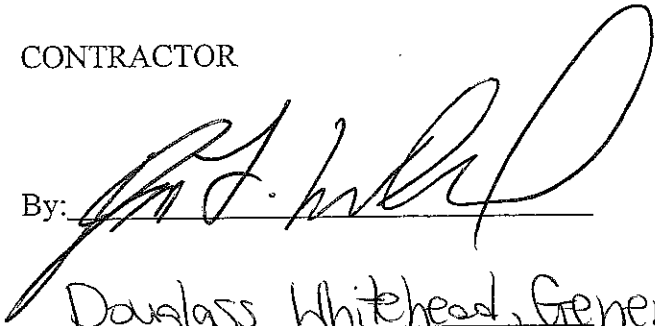
APPROVED AS TO FORM AND  
CORRECTNESS:

[Signature] 5/22/14  
COUNTY ATTORNEY'S OFFICE



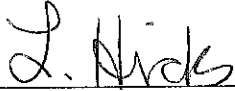
CONTRACTOR

By: \_\_\_\_\_



Douglass Whitehead, General Manager  
(Print or Type Name and Title)

Witness

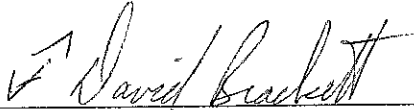


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Signature of Witness

Lee-Catherine Hicks

\_\_\_\_\_  
Print or Type Name of Witness

Witness



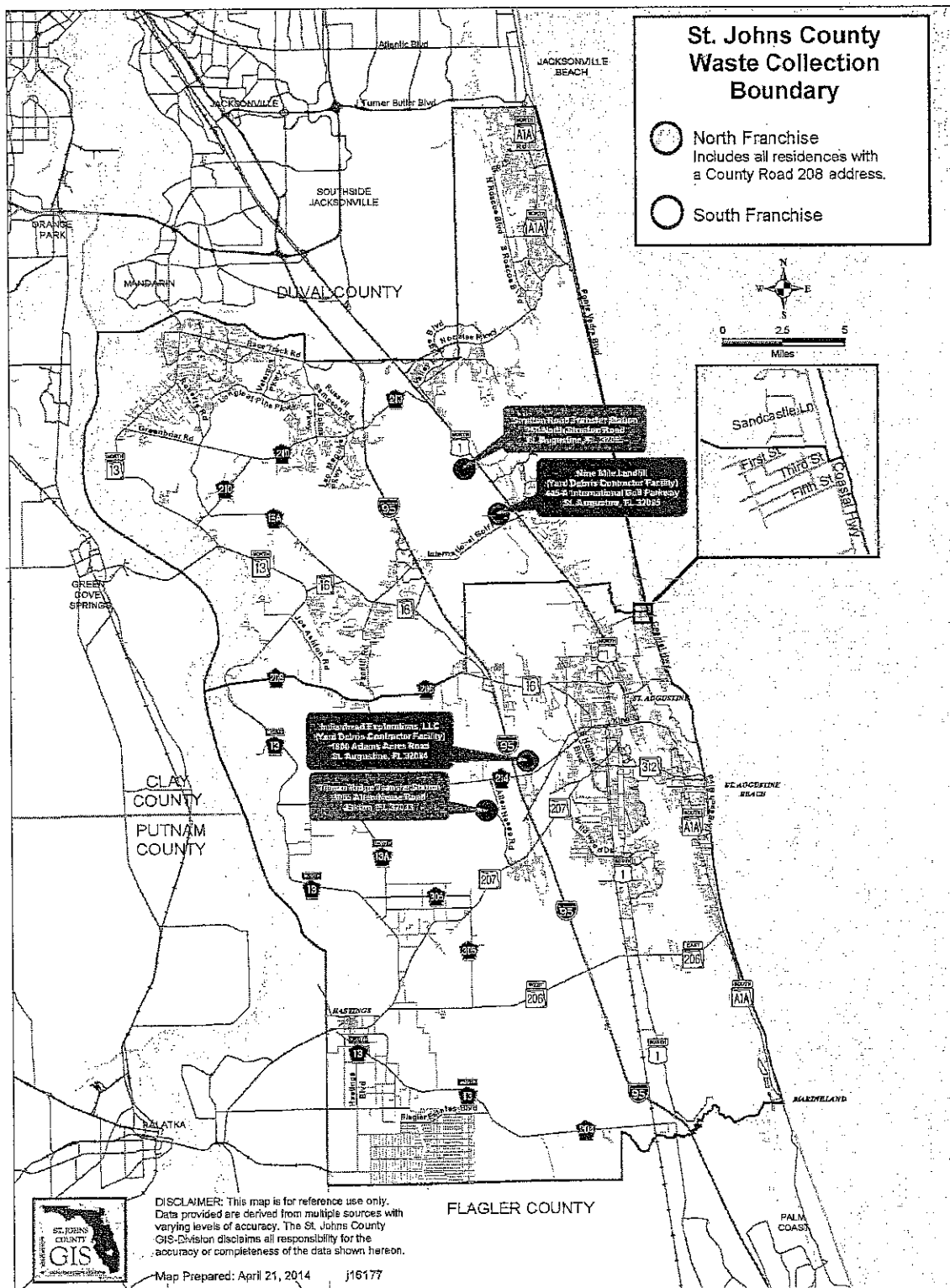
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Signature of Witness

F DAVID BRACKETT

\_\_\_\_\_  
Print or Type Name of Witness

# EXHIBIT A

## MAP OF ST. JOHNS COUNTY SERVICE AREAS





## EXHIBIT B

### LEGAL DESCRIPTION OF ST. JOHNS COUNTY SERVICE AREAS (DATED FEBRUARY 16, 2010)

ST. JOHNS COUNTY WASTE COLLECTION BOUNDARY – FEBRUARY 16, 2010

#### NORTH FRANCHISE AREA

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.

#### SOUTH FRANCHISE AREA

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.

**EXHIBIT C**  
**LIST OF RECYCLABLE MATERIALS**

ACCEPTABLE

**Paper:**

Mail, office, and school papers  
Newspapers and inserts  
Magazines and catalogs  
Paperback books and Telephone books  
Shredded paper  
Brown paper bags – can also be used to hold excess recyclables  
Fiberboard boxes – cereal, cracker, storage, and empty pizza boxes  
Corrugated cardboard – flattened and cut in 2' by 3' pieces or smaller

**Plastic:**

Plastic food containers  
Beverage containers  
Detergent bottles  
Cleaning containers  
All plastics labeled #1-7 (labels do not need to be removed)

**Cartons:**

Food and beverage cartons including: milk cartons, creamer, juice boxes, soup and tofu boxes

**Glass:**

Brown, clear and green glass bottles and jars (labels do not need to be removed)

**Metal:**

Metal and aluminum cans  
Aluminum baking tins  
Steel food cans (labels do not need to be removed)

UNACCEPTABLE

Plastic bags  
Food waste  
Needles and other medical waste  
Sanitary products (diapers, feminine products)  
Aerosol cans  
Styrofoam  
Mirrors, window panes  
Batteries  
Liquids  
Yard Waste  
Christmas lights  
Fireworks  
Animals

**EXHIBIT D**

**CONTRACTOR'S RATES**

This Section A identifies the authorized Rates for Regular Services provided under the Agreement.

A. Rates for:

	North Service Area
1 DAY A WEEK COLLECTION OF GARBAGE	\$ 6.54
1 DAY A WEEK COLLECTION OF RECYCLABLES	\$ 3.12
1 DAY A WEEK COLLECTION OF YARD WASTE	\$ 1.69
<b>TOTALS</b>	<b>\$ 11.35</b>

B. This Section B identifies the Rates for equipment and two-(2) man crew to be utilized during Severe Weather Conditions for clean-up for Storm Debris, when authorized by the Board of County Commissioners or the County Administrator.

REAR LOAD COLLECTION VEHICLE AND TWO (2) MAN CREW	DOLLAR AMOUNT PER CUBIC YARD \$22.50 (uncompacted) \$67.50 (compacted)
ROLL-OFF TRUCK WITH DRIVER, TWO (2) MAN CREW, AND CONTAINER (20, 30, OR 40 CUBIC YARD)	DOLLAR AMOUNT PER CUBIC YARD \$22.50

**EXHIBIT E**

**SPECIFICATIONS FOR RECYCLING 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.
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	<b>MANUFACTURING PROCESS:</b> Each cart body must be manufactured by a rotational or injection molding process.
2.2	<b>PLASTIC MATERIAL:</b> 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	<b>RESIN ADDITIVES:</b> 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 molten 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	<b>ANSI CONFORMANCE:</b> 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 <u>and</u> a Fully
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	Automated Grabber Arm.
3.2	<p>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.</p> <p style="text-align: center;">32 Gallon – 127 pounds 96 Gallon – 330 pounds</p> <p>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.</p> <p style="text-align: center;">32 Gallon: STATE LOAD RATING – 127 pounds 96 Gallon: STATE LOAD RATING – 340 pounds</p>
3.3	<p>RESIN WEIGHT: The carts must be manufactured to achieve a minimum resin weight as follows:</p> <p style="text-align: center;"><del>32 Gallon – 17 pounds minimum</del> 96 Gallon – 29 pounds minimum</p> <p style="text-align: center;">STATE RESIN WEIGHT OF EACH CART –</p> <p style="text-align: center;">32 Gallon – 17.5 pounds 96 Gallon – 29.9 pounds</p>
3.4	<p>CAPACITY: The total capacity (volume) of the carts, excluding the lid, must be 32 U.S. gallons (+/- 2%) and 96 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> <p style="text-align: center;">32 Gallon: STATE CAPACITY - 36 U.S. Gallons 96 Gallon: STATE CAPACITY - 96.8 U.S. Gallons</p>
3.5	<p>DIMENSIONS: The exterior dimensions of the completely assembled carts shall be <b>approximately</b> as follows:</p>

	<p>32 Gallon –</p> <p>Height: 36.75”      STATE HEIGHT - 36.9”  Depth: 23 3/8”      STATE LENGTH - 23.6”  Width: 18.75”      STATE WIDTH - 18.9”</p> <p>96 Gallon –</p> <p>Height: 45.00”      STATE HEIGHT - 45.375”  Depth: 33.00”      STATE LENGTH - 33.25”  Width: 27.00”      STATE WIDTH - 27.5”</p>
3.6	<p>WALL THICKNESS: The carts must have a minimum nominal wall thickness of 0.150” throughout the body of the cart, and a minimum wall thickness of 0.150” inches in the critical wear points (i.e., the cart bottom, handle, and lift mechanism). The minimum wall thickness of the lid must be 0.12”.</p> <p>32 GALLON:  STATE BODY WALL THICKNESS: 0.17 inches  STATE CRITICAL WEAR POINT THICKNESS: 0.17 inches  STATE LID WALL THICKNESS: 0.14 inches</p> <p>96-GALLON:  STATE BODY WALL THICKNESS: 0.15 inches  STATE CRITICAL WEAR POINT THICKNESS: 0.15 inches  STATE LID WALL THICKNESS: 0.12 inches</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 32 gallon carts and 80 pounds for 96 gallon carts.</p> <p>32 Gallon Carts  STATE MAXIMUM AVERAGE FORCE: <u>15</u> pounds</p> <p>96 Gallon Carts  STATE MAXIMUM AVERAGE FORCE: <u>80</u> pounds</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</p>



	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.
3.10	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 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 32 gallon carts shall be a minimum of 10" diameter. Wheels for 96 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 32 gallon carts must be a minimum of 5/8" diameter. The axle for 96 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 96 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 cart body color shall be green, gray, brown, blue or black. Surface treatments, painted or spray-on finishes, and materials that are not homogenous are not acceptable.  Contractor must submit color chips or samples for all colors available. The

	County will select the colors for the carts.
3.17	<b>INTERIOR CONSTRUCTION:</b> 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	<b>SERIAL NUMBERS:</b> 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	<b>COUNTY SEAL:</b> The County Seal or logo shall be hot stamped onto both sides of the cart body.
4.3	<b>USER INSTRUCTIONS:</b> Instructions for the safe use of the cart must be molded into each lid. Instructions shall be in both English and Spanish.
4.4	<b>LOAD RATING:</b> The load rating of the cart must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms and in English and Spanish.

5. **IN-MOLD LABEL SPECIFICATIONS:** The In-Mold Label must comply with the following listed specifications:

5.1	<b>MANUFACTURING PROCESS:</b> 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	<b>COLOR AND GRAPHICS:</b> The in-mold label shall be 4-color and contain the County logo including images and language representing recycling commodities deemed acceptable for the County's program. 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 loads of carts, assembling 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	The Contractor shall provide a qualified assembly and distribution staff. The Contractor shall provide supervisory level full-time employees to work directly with County staff to solve any problems resulting from distribution services while that service is being provided.
9.4	Carts shall be assembled and placed at the resident's curb.
9.5	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.
9.6	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 completion of the delivery. 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.
10.2	Each cart action shall be tracked by the Contractor using the bar code in 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 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 Contract Administrator before the carts are ordered.

RESOLUTION NO. 2014-142

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE AN AMENDED AND RESTATED FRANCHISE AGREEMENT FOR THE COLLECTION AND TRANSPORTATION OF RESIDENTIAL WASTE, ON BEHALF OF THE COUNTY, WITH REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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RECITALS

WHEREAS, on February 14, 2003, St. Johns County ("County") issued a request for proposals ("RFP") from private companies for the collection and transportation of certain types of solid waste that are generated by the County's residents; and

WHEREAS, Republic Services of Florida, Limited Partnership ("Contractor"), submitted a proposal in response to the County's RFP; and

WHEREAS, on May 28, 2003, the Board of County Commissioners ("Board") held a public hearing to evaluate the proposals it received in response to the County's RFP; and

WHEREAS, the Board concluded that the Contractor's proposal was the best and most responsive proposal and, accordingly, the Board selected the Contractor to provide its services in certain designated areas of the County; and

WHEREAS, on August 1, 2003, the Board entered into "Franchise Agreement for the Collection and Transportation of Residential Waste in St. Johns County" ("Contract") with the Contractor; and

WHEREAS, on March 4, 2010, the County executed a "Franchise Extension Agreement for the Collection and Transportation of Residential Waste in St. Johns County" with the Contractor, which extended the term of the parties' Contract until July 31, 2017; and

WHEREAS, the County wishes to continue to receive the services provided by the Contractor, and the Contractor wishes to continue to provide the services needed by the County, subject to the terms and conditions set forth in the "Amended and Restated Franchise Agreement for the Collection and Transportation of Residential Waste" ("Agreement") that is attached hereto and incorporated herein by reference; and

WHEREAS, after considering the relevant issues at a public hearing, the Board has concluded that the Agreement provides significant economic and other benefits to the public and,

therefore, it is in the public interest to enter into the Agreement with the Contractor.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:**

**Section 1.** The recitals set forth above are incorporated into the body of this resolution and are adopted as findings of fact.

**Section 2.** The County Administrator, or his designee, is authorized to execute the Agreement with Republic Services of Florida, Limited Partnership, on behalf of the County, for the purposes mentioned above.

**Section 3.** If any provision of this resolution shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provision or cause any other provision to be invalid, inoperative or unenforceable to any extent whatsoever.

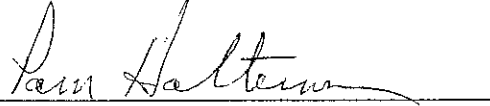
**Section 4.** To the extent that there are typographical or administrative errors or omissions in the Agreement that do not change the tone, tenor, or concept of this resolution, the Agreement may be revised without subsequent approval of the Board of County Commissioners.

**Section 5.** This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 20 day of May, 2014.

By:   
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 5/22/14

