
**RESIDENTIAL AND NON-RESIDENTIAL SOLID WASTE AND
RECYCLING COLLECTION AND DISPOSAL FRANCHISE
AGREEMENT**

**BY AND BETWEEN
WAKULLA COUNTY, FLORIDA
and
WASTE PRO OF FLORIDA, INC.**

Approved September 6th, 2011

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**RESIDENTIAL AND NON-RESIDENTIAL SOLID WASTE AND
RECYCLING COLLECTION AND DISPOSAL FRANCHISE AGREEMENT**

This AGREEMENT is made as of this ___ day of _____, 2011, by and between Wakulla County, Florida (the "COUNTY"), a political subdivision of the State of Florida, and Waste Pro of Florida, Inc., (hereinafter referred to as "FRANCHISEE"), a corporation duly organized and validly existing under and by virtue of the laws of the State of Florida and authorized to do business in the State of Florida.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and considerations contained herein, the parties do agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions (or pronouns used in their stead) shall, wherever they appear in this Agreement, be construed as follows unless a different meaning is clear from the context. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, all words shall include the plural as well as the singular number and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

"Agreement" shall mean this Agreement including all attachments and amendments thereto.

"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, non-liquid human tissue and body parts; laboratory and veterinary waste which contains human-disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.

"Biological Waste" means Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

"Board" shall mean the Board of County Commissioners of Wakulla County, Florida, which is the governing body of the COUNTY.

"Bulk Waste" shall mean non-vegetative items whose large size or weight precludes or complicates normal handling or collection, except for those items classified as White Goods under this Agreement.

"Bulk Waste Residential Collection and Disposal Service" means the Bulk Waste Collection and Disposal services provided to persons occupying Single Family Dwelling Units within the designated Franchise Area.

"Collection" means the process whereby Solid Waste, Bulk Waste, Recyclable Materials, E-Scrap, or White Goods are removed and transported to a Designated Facility.

"Compactor" means any container that has compaction mechanisms whether stationary or mobile, all inclusive.

"Construction and Demolition Debris (C&D)" 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 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.

"Contract Manager" means the COUNTY's Contract Manager or such other person as designated in writing by the Board to represent the COUNTY in the administration and supervision of this Agreement.

"Contract Year" means the time from October 1, 2011 through September 30, 2012, and each year thereafter.

"COUNTY" shall mean Wakulla County, Florida, acting by and through its Board of County Commissioners.

"CPI" as used herein shall be the revised Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84 = 100. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available.

"Curbside" means that portion of the street right-of-way paralleling any public thoroughfare between the curb line and abutting property line. If ditching bisects the property and thoroughfare, the Curbside then becomes the roadside of the ditch. This designated location shall be as near as possible to the traveled streets or alley. The intention of a Curbside designation is to allow Collection by the FRANCHISEE's personnel in a rapid manner with walking or reaching minimized.

"Curbside Residential Solid Waste Collection Service" means the Solid Waste Collection services provided to persons occupying Single Family Dwelling Units within the designated Franchise Area.

"Designated Facility" means either the Wakulla County Transfer Station or such other facility approved by the COUNTY.

"Disposal" means the discharge, deposit, injection, dumping, or placing of Solid Waste, Bulk Waste, Recyclable Materials, E-Scrap, or White Goods into or upon any land so that such Waste may not enter other lands or be emitted into the air or discharged into any waters, including ground waters, or otherwise enter the environment.

"Dwelling Unit" shall mean any type of structure or building unit with kitchen facilities capable of being utilized for residential living other than a hotel or motel unit, including houses, condominiums, townhouses, apartments, efficiency apartments, and mobile homes.

"Effective Date" means the date this Agreement becomes effective when executed by the parties.

"Electronic Waste (E-Scrap)" means household electronics, including but not limited to items such as televisions, DVD players, and computers (including monitors).

"Franchise Area" means the entire area of the COUNTY, excluding the municipal area of the City of St. Marks, as exclusively assigned to a FRANCHISEE for the purpose of residential Solid Waste, Bulk Waste, E-Scrap, White Goods, and Recyclable Materials Collection and Disposal, and non-residential Solid Waste, Bulk Waste, E-Scrap, and White Goods Collection and Disposal. The Franchise Area may include the municipal area of the City of Sopchoppy at the City's discretion, as provided for in Article 2 of this Agreement.

"FRANCHISEE" means the company identified in the first paragraph of this Agreement.

"Garbage" means every accumulation of animal, vegetable, or other matter that attends the preparation, consumption, decay, dealing in, or storage of, meats, fish, fowl, birds, fruit or vegetables, or other putrescible matter, including animal feces, and also including cans, containers or wrappers along with the materials.

"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. Hazardous Waste shall include all such waste as defined by the Rules of the Florida Department of Environmental Protection Chapter 62-730 F.A.C., or 40 Code of Federal Regulations 261, or both, as either or both may be amended from time to time and to the extent either or both is applicable to the Disposal of waste in

Florida. Hazardous Waste is not intended to include de minimus amounts of household hazardous wastes as defined by F.A.C. 62-701.100.

"Infectious Waste" means those wastes that may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

"Multi-Family Dwelling Unit" shall mean Dwelling Units containing five (5) or more individual Dwelling Units under one common roof, including but not limited to apartment complexes, condominiums, and commercial campgrounds and recreational vehicle parks. For purposes of this Agreement, Multi-Family Dwelling Units will be treated as Non-Residential Customers which receive non-residential Collection and Disposal services.

"Non-Residential Customer" shall mean the owner or occupant of any establishment or facility other than a Single Family Dwelling Unit, and shall include, but not be limited to owners or occupants of all Multi-Family Dwelling Units, retail facilities, professional offices or facilities, wholesale and industrial facilities, manufacturing facilities, non-profit enterprises, governmental or public agencies, and any other commercial enterprises offering goods or services to the public.

"Performance Bond" shall mean the form of security approved by the COUNTY and furnished by the FRANCHISEE, as a guarantee that the FRANCHISEE will execute the work in accordance with the terms of the Franchise and will pay all lawful claims.

"Recyclable 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. Excluded from this definition of Recyclable Materials are such items as Styrofoam peanuts, plastic bags, batteries, and E-Scrap.

"Recycling Bin" means a container intended for manual collection of Recyclable Materials, which is approved by the COUNTY and has a capacity of at least 18 gallons.

"Recyclable Materials Collection and Disposal Service" means the Recyclable Materials Collection and Disposal service provided to persons occupying Single Family Dwelling Units within the designated Franchise Area. It shall include Collection and Disposal with dual streams, as follows:

- (1) Fiber stream which consists of: newspaper, paper, magazines/catalogs, telephone books, pasteboard, brown paper grocery bags, and corrugated cardboard;
- (2) Commingled container stream which consists of: glass bottles and jars (clear, green, brown), plastic #1-#7, and aluminum and steel cans.

"Rubbish" means every accumulation of paper, excelsior, rags, wooden and paper boxes or containers, sweepings and all other accumulations of materials, other than garbage, which are usual to household keeping and to the operation of stores, offices, and other business places, and also bottles, cans or containers.

"Single Family Dwelling Unit" shall mean any building or structure containing four (4) or fewer individual Dwelling Units under one common roof, including single-family residences. Recreational vehicles not located in recreational vehicle parks and mobile homes, including those in mobile home parks, shall be considered Single Family Dwelling Units for the purposes of this Agreement.

"Solid Waste" means Garbage, Rubbish, or other discarded material usual to housekeeping and generated solely by residents in the ordinary course of residential and non-residential occupancies, but excluding Biomedical Wastes, Hazardous Wastes, Yard Trash, and other prohibited materials.

"Solid Waste Cart" means a roll-out container intended for Solid Waste Collection, which is a type approved by the COUNTY and has a capacity of 96 gallons with an attached, tight-fitting lid.

"Wakulla County Transfer Station" or "Transfer Station" means the transfer station owned by Wakulla County and located at 159 County Landfill Road, Crawfordville, Florida 32327.

"White Goods" means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, window air conditioners and other similar domestic large appliances.

"Yard Trash" means vegetative matter resulting from landscaping maintenance, such as Christmas trees, tree and shrub trimmings, and grass clippings.

ARTICLE 2. EXCLUSIVE FRANCHISE

2.1 FRANCHISE AREA

2.1.1 The Board does hereby grant FRANCHISEE the right, privilege, easement and exclusive franchise to provide Collection and Disposal service for Solid Waste, Bulk Waste, E-Scrap, White Goods, and Recyclable Materials to all Single Family Dwelling Units and Collection and Disposal Service for Solid Waste to Non-Residential Customers within the Franchise Area. Such right, privilege, easement and exclusive franchise shall not extend to the Collection and Disposal of Biomedical Waste, Biological Waste, Construction and Demolition Debris, Hazardous Waste, Infectious Waste, and Yard Trash. The Franchise Area shall consist of the area included in the definition provided above, except that it shall not extend to properties within the unincorporated area of the County owned by the Wakulla County School Board. Furthermore, in the event the City Council of the City of Sopchoppy authorizes its inclusion in the Franchise Area, the incorporated area of the City of Sopchoppy shall be automatically added to the Franchise Area and FRANCHISEE shall be required to collect waste materials generated within the City in the same manner as those materials generated within the incorporated area of the County.

2.2 COMMENCEMENT DATE AND TERM

2.2.1 The Commencement Date for the Collection and Disposal services required herein shall be October 1, 2011, and this Agreement shall terminate on September 30, 2021.

2.2.2 This Agreement may be renewed for two (2) additional terms of four (4) years commencing at the end of the initial term by mutual agreement of both parties. In the event that the FRANCHISEE desires to renew the Agreement, the FRANCHISEE shall provide to COUNTY a written Notice of Intent to Renew no less than 180 days prior to expiration.

ARTICLE 3. COLLECTION AND DISPOSAL SERVICES

3.1 CURBSIDE RESIDENTIAL SOLID WASTE COLLECTION SERVICE AND RECYCLABLE MATERIALS COLLECTION SERVICE

3.1.1 The FRANCHISEE shall collect all Solid Waste and Recyclable Materials from Single Family Dwelling Units within the Franchise Area once per week.

3.1.2 The FRANCHISEE shall be required to pick up all Solid Waste and Recyclable Materials generated from Single Family Dwelling Units which have been placed in a Solid Waste Cart or Recycling Bin and placed Curbside or at such other single Collection point as may be agreed upon by the FRANCHISEE and the customer. For purposes of automated pickup, Solid Waste Carts and Recycling Bins shall be placed within three (3) feet of the edge of pavement, back of curb, or edge of travel lane on dirt roads. In the event an appropriate location cannot be agreed upon, the Contract Manager shall designate the location.

3.1.3 The customer will place Solid Waste and Recyclable Materials in the appropriate Cart or Bin and place it Curbside. No Solid Waste Cart or Recycling Bin, including the Cart or Bin and its contents, shall exceed 150 pounds. The FRANCHISEE will place the empty Solid Waste Carts and Recycling Bins Curbside for removal by the customer.

3.2 BULK WASTE RESIDENTIAL COLLECTION SERVICE

3.2.1 The FRANCHISEE shall collect Bulk Waste placed Curbside by the owner or occupant of a Single Family Dwelling Unit at the same time as it collects Solid Waste so long as the amount of Bulk Waste is no more than two (2) cubic yards for no additional charge. Furthermore, FRANCHISEE shall pick up all Bulk Waste at least once per quarter for no additional charge. In the event the owner or occupant of a Single Family Dwelling Unit requests a special pickup of Bulk Waste in an amount of two (2) cubic yards or less, or if the amount placed curbside weekly exceeds two (2) cubic yards, the FRANCHISEE may charge the Single Family Dwelling Unit the fee authorized in the fee schedule attached hereto and incorporated herein as Exhibit "A."

3.2.2 Bulk Waste Collection service shall be limited to Bulk Waste generated at the Single Family Dwelling Unit.

3.2.3 To schedule a special pickup of Bulk Waste, customers shall notify the FRANCHISEE of the need for Bulk Waste Collection Service. Collection shall then occur within three (3) business days of receiving the customer request for such pickup. FRANCHISEE shall note all Bulk Waste over two (2)

cubic yards in amount placed Curbside for Collection and shall pick up such items within three (3) days whether or not scheduled by the Customer.

3.2.4 All Collection of Bulk Waste shall be Curbside or at other such locations as will provide ready accessibility to the FRANCHISEE'S Collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Contract Manager shall designate the location.

3.2.5 The FRANCHISEE shall collect Bulk Waste in a manner that allows for separation of Bulk Waste, as identified by the COUNTY.

3.3 WHITE GOODS AND ELECTRONICS RESIDENTIAL COLLECTION SERVICE

3.3.1 The FRANCHISEE shall collect White Goods and E-Scrap from Single Family Dwelling Units upon request by the owner or occupant of the Single Family Dwelling Unit. Such collection shall be limited to White Goods and E-Scrap generated at the said Single Family Dwelling Unit. Customers shall notify the FRANCHISEE of the need for White Goods or E-Scrap Collection Service. Collection shall then occur within three (3) business days of receiving the customer request for such pickup. FRANCHISEE shall note all unreported White Goods or E-Scrap on-call Collection routes and shall pick up such items within three (3) days whether or not scheduled by the Customer. Collection of White Goods and E-Scrap shall be provided at no additional fee.

3.3.2 Collection of White Goods and E-Scrap shall be Curbside or other such locations as will provide ready accessibility to the FRANCHISEE'S Collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Contract Manager shall designate the location.

3.3.3 The customer will place White Goods and E-Scrap Curbside and shall remove or secure all doors from any refrigerator or freezer placed Curbside for pick up. The FRANCHISEE shall collect White Goods and E-Scrap in a manner that allows for separation of White Goods and E-Scrap.

3.4 MANDATORY SIDE DOOR COLLECTION SERVICE

3.4.1 FRANCHISEE shall provide side door Collection service to qualified disabled residents. Side door collection shall include collection of Solid Waste, Recyclable Materials, Bulk Waste, E-Scrap,

and White Goods. Side door collection service shall be provided to qualified disabled residents at no additional cost. Application for such service shall be made by the customer providing to the FRANCHISEE, on a form approved by the COUNTY. Any residents seeking this service must attest that he or she has one of the disabilities listed in section 320.0848(1)(b), Florida Statutes, and certify that no able-bodied person over the age of eighteen (18) resides in the household.

3.4.2 Side Door Collection services shall be provided to qualifying residents on the same schedule as provided to other Single Family Dwelling Units in sections 3.1, 3.2, and 3.3 of this Agreement.

3.4.3 The FRANCHISEE shall provide Side Door Collection service at the rear or side of the Single Family Dwelling Unit of a qualified disabled resident.

3.5 NON-RESIDENTIAL COLLECTION SERVICES

3.5.1 The FRANCHISEE shall collect all Solid Waste from all Non-Residential Customers at least once per week. Although not included in the Franchise granted pursuant to this Agreement, nothing provided herein shall prohibit FRANCHISEE from providing Recyclable Materials Collection services to Non-Residential Customers, at the option of FRANCHISEE and the Customer.

3.5.2 This collection may include Cart Collection for small commercial accounts and/or dumpster Collection for large commercial accounts. FRANCHISEE may require the Non-Residential Customers to use locking bins as necessary to prevent unauthorized deposits of waste materials. FRANCHISEE shall assist Non-Residential Customers in selecting the appropriate level of service and receptacles for Solid Waste Collection Services and Services for other waste materials.

3.5.3 FRANCHISEE shall collect Solid Waste from Non-Residential Customers either Curbside if Cart Collection is provided or at the dumpster if dumpster Collection is provided.

3.5.4 Non-Residential Customers shall place Carts at the curb or other receptacles at such location as will provide ready accessibility to the FRANCHISEE's collection vehicle and crew. Customers shall ensure that receptacles provided by FRANCHISEE are accessible on the scheduled collection days.

3.6 COLLECTION SERVICES FOR COUNTY AND CITY PROPERTY

3.6.1 FRANCHISEE shall provide free Collection services for all County-owned properties and for properties owned by the City of Sopchoppy, if the City is included in the Franchise Area. In addition, FRANCHISEE shall provide all COUNTY and City properties included in the Franchise Area with sufficient waste receptacles or containers for such Collection. The COUNTY shall provide FRANCHISEE with a list of properties to which Collection services shall be provided. Such list may be updated or modified as necessary at any time upon written notice by the Contract Manager.

3.7 RESIDENTIAL AND NON-RESIDENTIAL DISPOSAL SERVICES

3.7.1 FRANCHISEE shall provide for Disposal of all waste material collected pursuant to this Agreement at a Designated Facility, except as provided in paragraph 3.7.2.

3.7.2 Recyclable Materials collected pursuant to this Agreement shall be disposed of in a manner that provides for recycling of each type of Recyclable Material collected.

3.8 ADDITION OF NEW CUSTOMERS

3.8.1 The FRANCHISEE shall provide Collection and Disposal services to new residential customers within seven (7) days of receiving notice from the Wakulla County Building Department that the customer has obtained a certificate of occupancy or tie down permit. Prior to issuing a certificate of occupancy or tie down permit, the Wakulla County Building Department shall collect the interim assessment due for the Curbside Residential Collection and Disposal Services described herein.

3.8.2 The FRANCHISEE shall provide Collection and Disposal services to new Non-Residential Customers within seven (7) days of the new customer's request for service and payment of any applicable fees, as established in Exhibit "A."

3.9 HOURS OF COLLECTION

3.9.1 Except as otherwise provided in this paragraph, all residential Collections shall begin no earlier than 7:00 a.m., and shall cease no later than 7:00 p.m., Monday through Saturday. Residential Collection services on the following roads may begin at 4:00 a.m., in order to ensure that Collection does not interfere with morning traffic patterns:

- (a) CR-2192
- (b) CR-2195
- (c) CR-22
- (d) CR-2203
- (e) CR-276A
- (f) CR-299
- (g) CR-365
- (h) CR-367
- (i) CR-367A
- (j) CR-368
- (k) CR-370
- (l) CR-372
- (m) CR-372A
- (n) CR-372B
- (o) CR-373
- (p) CR-373A
- (q) CR-374
- (r) CR-375
- (s) CR-59
- (t) CR-67
- (u) SR-267

- (v) SR-30
- (w) SR-35
- (x) SR-363
- (y) SR-365
- (z) SR-372
- (aa) SR-373
- (bb) SR-377
- (cc) SR-61
- (dd) US-319
- (ee) US-98
- (ff) Clark Drive
- (gg) Curtis Mill Road
- (hh) Jack Crum Road
- (ii) Lighthouse Road
- (jj) Live Oak Island Road
- (kk) Mashers Sands Road
- (ll) Natural Bridge Road
- (mm) New Light Church Road
- (nn) Rose Street
- (oo) Shadeville Road
- (pp) Shell Point Road
- (qq) Smith Creek Road
- (rr) Sopchoppy Highway
- (ss) Spring Creek Highway
- (tt) Springhill Road
- (uu) Wakulla Springs Road

(vv) Woodville Highway

(As used above, "CR" means "County Road", "SR" means "State Road", "US" means "United States Highway".)

3.9.2. Non-residential Collections shall begin no earlier than 4:00 a.m., and shall cease no later than 7:00 p.m., Monday through Saturday.

3.9.3. In the case of an emergency, Collection may be permitted at times not allowed by this paragraph, provided the FRANCHISEE has received prior approval from the Contract Manager in a written memorandum confirming the approval. Should the FRANCHISEE not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the FRANCHISEE had not obtained such approval. No Collection shall occur on Sundays or holidays, as defined herein, except in a time of emergency.

3.10 HOLIDAYS

3.10.1 The FRANCHISEE shall not be required to provide Collection and Disposal services, operate the transfer station, or keep the local office open on the following holidays: New Years Day, the Fourth of July, Thanksgiving, and Christmas Day. If any of the aforementioned holidays fall on a regular Collection day or on a day the transfer station is required to be open, the FRANCHISEE shall notify all customers whose normal Collection day falls upon that holiday that no Collection or transfer station services will be provided and also notify them of the date of the next Collection Day and the alternate day the transfer station will be open. Notification should be definitive and timely, such as during the prior billing cycle for a specific holiday.

3.11 NON-COLLECTION NOTICES AND MISSED PICK-UPS

3.11.1 The FRANCHISEE is not required to collect Solid Waste, Bulk Waste, E-Scrap, White Goods, or Recyclable Materials that have not been placed out for Collection in accordance with the provisions of this Agreement and any amendments thereto. If not collected, FRANCHISEE shall immediately place a notice on the receptacle, bin or waste explaining why the material was not collected.

3.11.2 The design and content of the non-collection notice used by the FRANCHISEE shall be subject to the approval of the Contract Manager. At a minimum, the notice shall provide the following information regarding the non-collection event: date, reason for non-collection, information that will allow the customer to correct the problem for future Collections, and a local customer service telephone number for questions.

3.11.3 In the event a customer pick-up is missed, materials shall be picked up by the FRANCHISEE within 24 hours of notification.

3.12 MIXING OF LOADS

3.12.1 The FRANCHISEE shall collect Solid Waste, E-Scrap, White Goods, and Recyclable Materials, separately unless allowed by written approval of the Contract Manager, except as provided in this paragraph. White Goods and E-Scrap may be co-mingled with each other. Within the discretion of FRANCHISEE, Bulk Waste may be collected with Solid Waste. C&D materials and Yard Trash are excluded from the Collection services provided under this Agreement, however, such materials must be accepted at the Wakulla County Transfer Station.

3.13 SOLID WASTE CARTS AND RECYCLING BINS

3.13.1 The FRANCHISEE, at its own expense, is responsible for providing each Single Family Dwelling Unit with one (1) Solid Waste Cart and at least one (1) Recycling Bin.

3.13.2 FRANCHISEE shall provide each Non-Residential Customer with a Solid Waste Cart or other receptacle appropriate for the Non-Residential Customer's level of service upon payment of the fee established in Exhibit "A."

3.13.3 The FRANCHISEE is responsible for maintenance and repair of Solid Waste Carts, Recycling Bins, and Non-Residential Customer receptacles. The FRANCHISEE, at its own expense, shall repair or replace damaged, destroyed or stolen Solid Waste Carts, Recycling Bins, and Non-Residential Customer receptacles within twenty-four (24) hours of receiving notification from the COUNTY or customer. FRANCHISEE shall have the right to charge customers for the repair or replacement Solid

Waste Carts and Recycling Bins if the repair or replacement is necessary for reasons other than normal wear and tear.

3.13.4 FRANCHISEE shall provide additional Solid Waste Carts to customers upon request for an additional fee as listed on Exhibit "A." There shall be no charge for additional Recycling Bins.

3.13.5 FRANCHISEE shall provide one bear-resistant cart or a bear proof cart in lieu of a Solid Waste Cart upon the request of the customer. Such Cart shall be provided for an additional fee as listed on Exhibit "A." Additional bear-resistant or bear proof carts may be obtained for the same additional fee.

3.13.6 The FRANCHISEE shall maintain an adequate supply of Solid Waste Carts and Recycling Bins and parts to repair or replace such Carts in accordance with this Agreement.

3.13.7 All hot-stamp, label text and designs for Solid Waste Carts and Recycling Bins must be approved by the Contract Manager prior to ordering and use.

3.13.8 FRANCHISEE shall retain ownership of Solid Waste Carts and Recycling Bins provided by the FRANCHISEE.

3.13.9 FRANCHISEE shall provide a minimum of fifty (50) bear proof carts to the COUNTY.

3.14 VACANT LOTS

3.14.1 The FRANCHISEE shall not be responsible for the Collection of Solid Waste, Bulk Waste, E-Scrap, White Goods, or Recyclable Materials on vacant lots.

3.15 COLLECTION OF WASTE IN RIGHTS-OF-WAY AND COMMUNITY CLEAN-UP EVENTS

3.15.1 FRANCHISEE shall be responsible for performing Collection services along road rights-of-way within the Franchise Area associated with normal business operations, including but not limited to, collecting Solid Waste, Recyclable Materials, Bulk Waste, E-Scrap, and White Goods. Such materials shall be removed by FRANCHISEE within twenty-four (24) hours of learning it is within the rights-of-way, either through receipt of notice or through observation.

3.15.2 FRANCHISEE shall provide free Collection and Disposal for community clean-up events organized by Keep Wakulla County Beautiful, Inc., or a successor entity, including but not limited to Wakulla County's Household Hazardous Waste Days or other amnesty days.

ARTICLE 4. TITLE TO WASTE AND RECYCLABLE MATERIALS

4.1 The FRANCHISEE shall have title to all Solid Waste, Bulk Waste, White Goods, E-Scrap, and Recyclable Materials at the point of and upon Collection.

ARTICLE 5. UTILIZATION OF DESIGNATED FACILITIES

5.1 All Solid Waste, Bulk Waste, White Goods, E-Scrap and Recyclable Materials collected by FRANCHISEE pursuant to this Agreement must be delivered to a Designated Facility. In addition to the Wakulla County Transfer Station, the Decatur County Solid Waste Facility located in Decatur County, Georgia shall be a Designated Facility. The Contract Manager may approve additional Designated Facilities upon the request of FRANCHISEE.

5.2 In the event FRANCHISEE opts to direct haul all waste to an out-of-county landfill and by-pass the Wakulla County Transfer Station, FRANCHISEE shall still be required to operate the Transfer Station so that it may accept Solid Waste, Recyclable Materials, E-Scrap, White Goods, Bulk Waste, C&D, Yard Trash, tires, and used oil. In the event the City of Sopchoppy does not approve the Franchise for the incorporated area of the City, FRANCHISEE shall also accept such materials generated within the City at the Transfer Station. Hours of operation of the Wakulla County transfer station shall be 8:00 a.m. to 5:00 p.m. on Fridays, and 8:00 a.m. to 3:00 p.m. on Saturdays. FRANCHISEE may collect the fee established in Exhibit "A" for all materials disposed of at the Transfer Station with the exception of White Goods and E-Scrap.

5.3 FRANCHISEE shall be responsible for making all improvements to the Transfer Station necessary for compliance with the Florida Department of Environmental Protection's permitting requirements and for continued operation of the Transfer Station. FRANCHISEE shall be responsible for all costs associated with such improvements. In addition, if approved by the Florida Department of Environmental Protection, COUNTY shall assign and transfer its permit for operation of the Transfer

Station to FRANCHISEE, which will operate the Transfer Station in a manner consistent with the requirements of such permit.

5.4 Lease of Wakulla County Transfer Station Premises.

5.4.1 COUNTY shall lease to FRANCHISEE the Wakulla County Transfer Station premises, as more particularly described in Exhibit "B" attached hereto and incorporated herein.

5.4.2 In consideration for such lease, FRANCHISEE shall pay COUNTY the sum of one dollar (\$1) per year and other valuable consideration.

5.4.3 The term of the lease shall be concurrent with the term of this Agreement and any renewal term.

5.4.4 The Insurance and Hold Harmless provisions of this Agreement shall apply to FRANCHISEE's lease of the Transfer Station premises, and FRANCHISEE shall obtain all necessary property and liability insurance for the premises in the amounts required under this Agreement.

ARTICLE 6. COMMUNITY OUTREACH AND CUSTOMER SERVICE

6.1 FRANCHISEE shall provide public outreach and education within the County to promote the responsible Disposal of Solid Waste and encourage recycling among other relevant outreach and educational activities.

6.2 The FRANCHISEE shall provide a local telephone number for customer service calls to handle customer concerns and complaints. It shall be equipped with sufficient telephones, listed in the name in which it conducts business as FRANCHISEE, and shall be sufficiently staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday. A local emergency number shall also be available at all times when regular service numbers are not staffed.

6.3 The FRANCHISEE shall also provide a local office, located at the Transfer Station, for handling of customer concerns and complaints. Such office shall also be the location at which new Non-Residential Customers may subscribe for the Collection services provided for in this Agreement. The local office shall be sufficiently staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, and from 8:00 a.m. to 3:00 p.m. on Saturday.

ARTICLE 7. COLLECTION ROUTES AND SCHEDULES

7.1 For all residential and non-residential Collection, the FRANCHISEE shall provide the Contract Manager, in a format acceptable to the Contract Manager, the schedules for all Collection routes and keep such information current at all times. In the event of a permanent change in routes or schedules that will alter the day of pick-up, the FRANCHISEE shall notify the COUNTY in writing at least thirty (30) days prior to such change, and all such changes must be approved by the COUNTY prior to being implemented by FRANCHISEE. The FRANCHISEE shall notify all affected customers in writing or other manner approved by the Contract Manager not less than thirty (30) days prior to the change.

ARTICLE 8. COLLECTION EQUIPMENT

8.1 GENERAL PROVISIONS

8.1.1 The FRANCHISEE shall have on hand at all times and in good working order such equipment as shall permit the FRANCHISEE to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of Solid Waste Collection and Disposal equipment. All vehicles and equipment used to provide the waste Collection and Disposal services required by this agreement shall either be enclosed or open top trucks with outside walls so as to ensure that no spillage or leakage occurs upon the premises or right-of-way wherein Collection shall occur. During hauling, all waste materials shall be contained, tied, or enclosed so that leaking, spilling, and blowing is prevented. Spillage that cannot be immediately and completely picked up must be reported to the Contract Manager.

8.1.2 FRANCHISEE shall have appropriately sized Compactor and single axle trucks to provide Collection service on all roads within the Franchise Area. For roads which cannot accommodate large Compactor trucks, FRANCHISEE shall be equipped with adequate single axle trucks not to exceed 26,000 pounds. In identifying the necessary equipment for routes within the Franchise Area, FRANCHISEE shall take into account the types of roads and the weight limits for the roads along which service will be provided.

8.1.3 Within sixty (60) days of execution of this Agreement, and semi-annually thereafter, the FRANCHISEE shall provide in a format specified by the Contract Manager, a list of Collection vehicles and equipment used by the FRANCHISEE to provide services relating to this Agreement.

8.1.4 All equipment shall be kept in good repair, appearance and in a sanitary and clean condition, free of residues of waste material at all times. All truck bodies shall be watertight to a depth sufficient to prevent discharge of accumulated water during loading and transport operations.

8.1.5 The FRANCHISEE shall have available reserve equipment, which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the FRANCHISEE to perform the contractual duties.

8.1.6 All vehicles used to provide Collection under this Agreement shall be equipped with safety equipment including a fire extinguisher, a shovel and broom, a spill kit, and an audible backup warning device as required by the Department of Transportation.

8.2 IDENTIFICATION

8.2.1 FRANCHISEE must put on each side of its trucks the following: (a) the name of FRANCHISEE, (b) its local customer service telephone number, and (c) the number of the vehicle. The letters and numbers shall be not less than three (3) inches in height. FRANCHISEE shall also put the truck number on the front passenger-side bumper in numbers not less than four (4) inches in height.

8.3 RIGHT TO INSPECT

8.3.1 FRANCHISEE shall permit COUNTY staff to inspect the vehicles, equipment, licenses and registrations at any reasonable time. The COUNTY reserves the right to inspect each vehicle at any reasonable time and prior to its use in the COUNTY, provided such inspections do not inhibit, interfere or delay the FRANCHISEE's ability to perform services under this agreement.

ARTICLE 9. EMPLOYEES AND SUPERVISORS

9.1 SUPERVISORS

9.1.1 The FRANCHISEE shall assign a qualified person or persons to be in charge of the operations within the Franchise Area that shall be responsible to the Contract Manager and shall be

accessible at reasonable times of call. The FRANCHISEE shall give the names and day and night telephone numbers of these persons to the COUNTY. The FRANCHISEE shall notify the COUNTY within twenty-four (24) hours of any supervisory staff changes. Supervisory personnel must be present to direct operations in a satisfactory manner. Said supervisor(s) must be available for consultation with the Contract Manager within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which is radio equipped.

9.2 CONDUCT OF EMPLOYEES

9.2.1 The FRANCHISEE shall see to it that its employees serve the public in a courteous, helpful and impartial manner. Collection shall be made with as little noise and disturbance as possible.

9.2.2 Any materials spilled by the FRANCHISEE or its employees shall be picked up immediately by the FRANCHISEE.

9.2.3 FRANCHISEE's Collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission.

9.2.4 Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers and other plants. Any property of others damaged by the FRANCHISEE or its employees shall be repaired or replaced promptly by the FRANCHISEE at its sole expense and within a reasonable period of time as approved by the Contract Manager.

9.2.5 Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.

9.2.6 The FRANCHISEE shall provide operating and safety training for all personnel.

9.2.7 The FRANCHISEE's Collection employees shall wear a uniform or shirt bearing the company's name.

9.2.8 FRANCHISEE shall provide background checks and drug screenings for all Collection employees and other employees who will be providing any services required pursuant to this Agreement.

ARTICLE 10. COMPLAINTS

10.1.1 FRANCHISEE shall take whatever steps may be necessary to remedy the cause of all customer complaints received by the FRANCHISEE, from the COUNTY or the customer, within twenty-four (24) hours of receipt of each complaint. The FRANCHISEE shall maintain a customer complaint log as required in Article 11 herein.

ARTICLE 11. RECORD KEEPING AND REPORTING

11.1 RECORD KEEPING

11.1.1 The FRANCHISEE shall maintain a record of all customer names, addresses, account statuses, billing, and payment history, and a record of all complaints, requests, issues or concerns. The COUNTY shall have 24 hour access to this data listing the name and address of the person, the nature of the communication, the time recorded and the time of resolution. All complaints, requests, issues, or concerns whether received via telephone, fax or electronic transmission shall be logged.

11.1.2 The FRANCHISEE records required herein shall be maintained in an electronic database format, such as the Track-Ez system, approved by the Contract Manager. The database shall be readily available for inspection or audit by the COUNTY at any time during normal operating hours and information in the records shall be shared with the COUNTY upon request. In addition, the COUNTY reserves the right to request an annual audit of the FRANCHISEE's billing records and customer list prepared at the FRANCHISEE's cost.

11.1.3 Customer Complaint Log: FRANCHISEE shall maintain a log of all calls received from customers directly or through the COUNTY. The log shall include the date when the call was received by the FRANCHISEE, customer name and address, purpose for the call, the time and date the call was received, the time and date the complaint was resolved, and a description of how each complaint was resolved. The log should specifically identify missed Collections and legitimate complaints. The COUNTY shall have 24-hour access to this data.

11.2 REPORTING

11.2.1 The FRANCHISEE shall submit the Customer Complaint Log quarterly in electronic format to the Contract Manager within seven (7) Days after the end of each calendar quarter.

11.3 OTHER REPORTS, DOCUMENTS AND NOTIFICATIONS

11.3.1 Collection Routes and Schedule Changes: FRANCHISEE shall electronically submit a description and color-coded map, in a format acceptable to the Contract Manager, of all routes on or before October 1, 2011. FRANCHISEE shall also electronically submit a description and revised color-coded map of all route and schedule changes, including service levels, at least thirty (30) days prior to implementation of such changes or in accordance with an alternate notification deadline approved by the Contract Manager.

11.3.2 Collection Schedule Delays: FRANCHISEE shall notify the Contract Manager of any delays greater than 24 hours in the daily Collection schedule (e.g. disabled trucks, accidents or shortage of staff causing route delays) within two (2) hours of occurrence.

11.3.3 Updated Vehicle and Equipment List: FRANCHISEE shall report any changes in the fleet of vehicles and equipment in writing to the Contract Manager in the monthly report following such change.

11.3.4 Recycling Report: FRANCHISEE shall quarterly perform a set out count of customer participation in the residential recycling program. The set out count shall be conducted on all residential recycling routes for at least a two (2) week period according to a methodology developed by the FRANCHISEE and mutually agreed upon by the FRANCHISEE and the Contract Manager. These counts shall be performed under the direction and to the satisfaction of the Contract Manager. The FRANCHISEE shall provide the results of the set out to the Contract Manager. In addition, in the recycling report, FRANCHISEE shall also identify the amount of each type of Recyclable Material that is collected, by weight, and compare that to the amount of Solid Waste collected from Single Family Dwelling Units.

11.3.5 Solid Waste Cart and Recycling Bin Report: FRANCHISEE shall also provide an annual report to COUNTY which indicates the number of regular Solid Waste Carts, bear resistant carts, bear proof carts, and Recycling Bins distributed to both Single Family Dwelling Units and Non-Residential Customers pursuant to this Agreement.

11.3.6 Accidents and Property Damage: FRANCHISEE shall notify the Contract Manager of any accidents involving damage to public or private property by the FRANCHISEE's staff or vehicles while performing duties under this agreement within twenty-four (24) hours of occurrence or within twenty-four (24) hours of FRANCHISEE's becoming aware of the damage, whichever occurs first.

11.4 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

11.4.1 FRANCHISEE shall cooperate with the Contract Manager in providing reasonable opportunities for ascertaining whether or not the duties and responsibilities of the FRANCHISEE are being performed.

11.4.2 Trade secret information, as defined by Florida Statutes, provided by the FRANCHISEE pursuant to this Agreement shall not be made public record and shall not be disclosed by the COUNTY without FRANCHISEE's approval.

ARTICLE 12. FEES, BILLING, RATES AND PAYMENT

12.1 FEES AND BILLING

12.1.1 Residential: The County will impose an annual non-ad valorem assessment for all Single Family Dwelling Units in the County that receive roll-out cart service, as opposed to commercial dumpster service. The FRANCHISEE will be paid by the County for all Single Family Dwelling Units based upon the number of Single Family Dwelling Units on the assessment roll certified to the Wakulla County Tax Collector and the number of new Single Family Dwelling Units paying interim assessments. The payments due shall be divided into twelve equal payments and shall be paid monthly, except that payments for the months of October, November, and December shall be paid in one lump sum payment in December 2011 for the first Contract Year.

FRANCHISEE shall maintain adequate service records reflecting the services received by each Single Family Dwelling Unit. Residents may not be charged a start-up fee or additional fees above and beyond the contracted amount except those fees for additional services approved herein. Fees for Collection of Bulk Waste in excess of two (2) cubic yards, unless part of the once-quarterly Bulk Waste Collection, and fees for on-call Bulk Waste Collection services shall be billed separately by FRANCHISEE. Residential Ancillary Costs and fees for Special Services for Single Family Dwelling Units shall be billed separately by FRANCHISEE on an annual basis. The amount of all such Residential Ancillary Costs or fees for Special Services shall be as established in Exhibit "A."

12.1.2 Non-Residential: FRANCHISEE is solely responsible for billing and collections associated with Non-Residential Customers in the County. Billing shall be done on a monthly basis, in advance. FRANCHISEE shall maintain auditable records by customer, including details on the amount of waste generated and the frequency of pick-ups. Non-Residential Customers may not be charged a fee above and beyond the fees approved under this agreement. The amount of all fees shall be as established in Exhibit "A."

12.1.3 FRANCHISEE's fees are listed in the Bid Form found in Exhibit "A," attached hereto. These fees shall remain constant from October 1, 2011 through September 30, 2012, and may be adjusted pursuant to Paragraph 12.2.

12.2 RATE ADJUSTMENT FACTORS

12.2.1 Annual Rate Adjustments and Indexing: The total fees authorized by the COUNTY and established in Exhibit "A" consist of two components, a Base Rate Component and a Fuel Rate Component. The Base Rate Component comprises ninety percent (90%) of the total rate established in Exhibit "A" and the Fuel Rate Component comprises the remaining ten percent (10%) of the total rates established in Exhibit "A." Because the residential accounts will be collected in accordance with s. 197.3632, Florida Statutes, any adjustments requested to the residential rates may only be accommodated once per year upon receipt of notice by May 1 to go into effect on the following October 1. The FRANCHISEE may request approval from the COUNTY at any time for an adjustment to the rates for

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Non-Residential Collection Services, but no more than once per contract year. In the event application of either the Base Rate or Fuel Rate Component Adjustment procedures would result in a decreased fee, the COUNTY ~~may~~ ^{shall} notify FRANCHISEE by May 1 of its intent to adjust the rates down effective on the next October 1. The annual rate adjustments based on adjustments to the CPI shall only apply to the ninety percent (90%) of the rates established in Exhibit "A" representing the Base Rate Component. The annual rate adjustments based on adjustments to the fuel index shall only apply to the ten percent (10%) of the rates established in Exhibit "A" representing the Fuel Rate Component.

12.2.2 Base Rate Component Adjustments: On October 1, 2012, and October 1 of each subsequent Contract Year of this Agreement, the rates listed in Exhibit "A" may be adjusted, either as an increase or a decrease, based on adjustments to the CPI, as defined herein, less the factor for fuel, for the twelve (12) months ending December 31 preceding each new Contract Year.

12.2.3 Fuel Rate Component Adjustments: FRANCHISEE may petition the Board of County Commissioners for an additional rate adjustment on the basis of increases or decreases in fuel costs as provided in this Section. For purposes of this Section, the Base Cost per gallon of diesel fuel used for calculation of the rates in Exhibit "A" is equal to \$4.00 per gallon. Adjustments shall be determined as follows:

- (a) Determine the Index Change per gallon of diesel fuel. Identify the Index Cost per gallon of diesel fuel as reported in the Energy Information Administration Department Weekly Retail On-Highway Diesel Prices, Gulf Coast Index, and subtract the Base Cost per gallon from the Index Cost per gallon to determine Index Change per gallon.
- (b) Determine the Percentage Change to be applied to the Base Cost per gallon. Divide the Index Change by the Base Cost per gallon to determine the Percentage Change.
- (c) Determine the Adjusted Fuel Rate Component (based on 10% of rate). Multiply the Fuel Rate Component by the percentage change plus one to determine the Adjusted Fuel Rate Component.

(d) Calculate the Fuel Rate Component Adjustment to be applied to existing rates. Subtract the Contract or existing fuel rate component from the Adjusted Fuel Rate Component to determine the Fuel Rate Component Adjustment.

In the event an adjustment is requested for the residential rates, the Fuel Rate Component Adjustment shall be multiplied by the total number of Single Family Dwelling Units included on the assessment roll to determine the maximum amount of any adjustment to the established fees due to changes in fuel costs.

In the event an adjustment is requested for non-residential rates, the Fuel Rate Component Adjustment shall be multiplied by the total number of Non-Residential Customers to determine the maximum amount of any decrease or increase to the established fees due to changes in fuel costs.

An example of application of the Fuel Rate Component Adjustment process to residential rates is attached hereto and incorporated herein by reference in Exhibit "C."

12.2.4 Extraordinary Rate Adjustments: FRANCHISEE may petition the Board of County Commissioners at any time for an additional rate increase or decrease on the basis of extraordinary or unusual changes in the cost of operations that could not reasonable be foreseen by a prudent operator. The request shall contain substantial evidence and justification, as determined by the Contract Manager, to support the need for the rate adjustment. The Board may request from the FRANCHISEE, and FRANCHISEE shall provide, all information as may be reasonably necessary in making its determination. The Board may approve or deny the request, in whole or in part, after receipt of the request and all supporting information.

ARTICLE 13. FRANCHISE FEE

13.1 The FRANCHISEE shall pay the COUNTY a Franchise Fee in the amounts set forth in this section based on the FRANCHISEE's gross receipts within the Franchise Area. For residential customers, such amount shall be equal to nine percent (9%) of the amount collected from the non ad-valorem assessment imposed by the COUNTY. The Franchise Fee for residential customers shall be retained by Wakulla County prior to making payment to the FRANCHISEE as provided in section 12.1.1.

For Non-Residential Customers, FRANCHISEE shall pay the COUNTY a Franchise Fee equal to eight percent (8%) of the amount collected monthly from providing Non-Residential Collection and Disposal Service no later than the 25th day of each month. The Franchise Fee for Non-Residential Collection and Disposal Service shall not include revenues or receipts generated from collection or disposal of Recyclable Materials collected from Non-Residential Customers.

ARTICLE 14. PERFORMANCE BOND

14.1 The FRANCHISEE will provide the COUNTY an annually renewable Performance Bond in the amount of one hundred percent (100%) of the contract amount, estimated to be \$3,015,600 for the first Contract Year, as a guarantee to the COUNTY of faithful performance under the terms of this Franchise. This Performance Bond shall be written by a company with a Class 9, A or higher financial rating as shown in Bests Key Rating Guide. Notwithstanding anything contained in this Agreement to the contrary, the liability of the principal and the surety under this bond is limited to the contract term of the Franchise. This Performance Bond shall cover any costs associated with securing a replacement hauler in the event of FRANCHISEE's default. Any extensions or renewals of this bond must be in writing by the principal and the surety, failure to extend or renew a bond by the principal and the surety shall constitute a default under this bond.

ARTICLE 15. INSURANCE

15.1 INSURANCE REQUIREMENTS

15.1.1 FRANCHISEE shall not commence work under this Agreement until the COUNTY's Procurement Department provides written approval of the types and limits of insurance specified in this Agreement. All insurance shall continuously remain in-force during term of Agreement.

15.1.2 The term COUNTY, as used in this section of the Agreement, is defined to mean Wakulla County, Florida, as well as any its appointed and elected officials of any type, its employees, volunteers, representatives and agents.

15.1.3 Insurance shall be issued by an insurer whose business' standard, public reputation, financial stability and claims payment-history are all satisfactory to COUNTY, for COUNTY's sole benefit

only. COUNTY does not represent these types or amounts of insurance to be sufficient or adequate to protect FRANCHISEE's interests or liabilities, but are merely minimums. All of FRANCHISEE's insurance coverages shall contain both a "Primary and Non-Contributory Clause" and a "Severability of Interest Clause" where applicable, at COUNTY's sole opinion. To the extent permitted by the laws of the State of Florida, FRANCHISEE waives any rights of subrogation and recovery from or against the COUNTY. FRANCHISEE deductibles/self-insured retentions shall initially be disclosed to, and may be disapproved by, the COUNTY. At the option of COUNTY, FRANCHISEE shall reduce or eliminate such deductibles/self-insured retentions. FRANCHISEE shall be responsible for the amount of any incurred deductibles/self-insured retentions. The insurer(s) providing such required insurance coverages pursuant to this Agreement shall be qualified to do business in State of Florida. Unless it is otherwise agreed, the amounts, forms and types of insurance shall conform to the below specified minimum requirements.

15.1.4 In the event of failure of the FRANCHISEE to maintain any of the insurance coverages required in this Agreement, or fail to furnish Certificates of Insurance as required in this Agreement, the COUNTY shall have the right (but not the obligation) to purchase and maintain any of the required insurance coverages. Upon presentation of a receipt documenting payment by the COUNTY, all costs for such coverage purchased by the COUNTY will be immediately re-paid by FRANCHISEE to the COUNTY.

15.1.5 FRANCHISEE's insurance coverage obtained pursuant to this agreement shall extend to all activities performed under this agreement, including but not limited to Collection and Disposal services, operation of the Transfer Station, and lease of the Transfer Station.

15.2 WORKER'S COMPENSATION

15.2.1 FRANCHISEE shall purchase and shall maintain Worker's Compensation Insurance coverage for all of the State of Florida's Workers' Compensation obligations, whether FRANCHISEE is legally required to do so, either individually or corporately. Additionally, the policy or separately obtained policy, must include Employers Liability coverage of at least \$1,000,000 per person-accident, \$1,000,000 per person-disease, and \$1,000,000 aggregate-disease.

15.2.2 Such insurance shall comply with the Florida Workers' Compensation Law.

15.3 COMMERCIAL GENERAL, AUTOMOBILE AND EXCESS LIABILITY COVERAGES

15.3.1 FRANCHISEE shall purchase coverage on forms no more restrictive than the latest editions of Commercial General Liability, and Business Automobile Liability policies filed by the Insurance Services Office. The COUNTY shall not be considered liable for any premium payment, entitled to any premium return or dividend and shall not be considered a member of any trust, mutual or reciprocal company. Minimum limits of **\$3,000,000** per occurrence, and per accident, combined single limit of liability must be provided, with Excess Liability insurance coverage making up any difference between policy limits of the underlying policy's coverages, versus the total amount of coverage required.

15.3.2 Commercial General Liability coverage must be provided, including: bodily injury and property damage liability for premises, operations, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent, shall provide at least broad form contractual liability applicable to this Agreement, personal injury liability and broad form property damage liability. Coverage shall be written on occurrence-type basis with COUNTY listed as an Additional Insured by an endorsement to such insurance policy.

15.3.3 Business Auto Liability Policy coverage must be provided, including bodily injury and property damage liability arising out of operation, maintenance and/or use of owned, non-owned, hired automobiles and employee non-ownership use, with COUNTY listed as an Additional Insured by an endorsement to such insurance policy.

15.3.4 Excess Liability Insurance coverage shall not be more restrictive than the underlying insurance policies' coverages. Excess Liability insurance coverage shall "drop-down" to provide coverage, if and when the underlying liability limits might be exhausted. This coverage shall be written on an occurrence-type basis.

15.4 CERTIFICATES OF INSURANCE

15.4.1 Required insurance coverages shall be documented by use of Certificates of Insurance, providing that COUNTY shall be notified at least 90-days in advance of any cancellation, non-renewal,

adverse change or restriction in coverage. For Commercial General Liability and any Excess Liability coverages FRANCHISEE shall, at the option of COUNTY, have FRANCHISEE's insurer(s) to provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of such liability coverages. Further, if a reduction or impairment of any of the aggregate limits of any insurance policy(s) occur, or is anticipated to occur, the FRANCHISEE shall take immediate action to have the reduced or impaired aggregate limit(s) reinstated to the full extent required under this Agreement, or the FRANCHISEE shall be required to immediately purchase additional insurance that will restore, and make available, the required limits of liability. FRANCHISEE shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to COUNTY and shall file with COUNTY the required Certificate(s) of Insurance under the new policies, prior to the effective date of such cancellation, adverse change, non-renewal or restriction.

15.4.2 COUNTY shall be listed as Additional Insured by endorsement on both the Commercial General Liability (and any applicable Excess Liability) insurance coverage policy(s). Also, this Agreement shall be specifically listed on all Certificates. Any deductibles/self-insured retentions in excess of \$10,000 shall be listed on any applicable Certificate. If required by COUNTY, the FRANCHISEE shall have its insurance agent or its insurance company furnish to COUNTY, one complete, signed and dated duplicate-copy of the FRANCHISEE's current and previous insurance policy(s), forms, endorsements, jackets and any other items forming a part of or relating to such policies.

15.4.3 Any wording in a Certificate which would make the notification of any cancellation, adverse change, non-renewal or restriction in coverage to the COUNTY, an option of the insurer, shall be deleted or crossed out by the insurer or by the insurer's employee. The FRANCHISEE shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to COUNTY and shall file with COUNTY, Certificates of Insurance representing the new policies prior to effective date of such cancellation, non-renewal, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to COUNTY, the FRANCHISEE shall, upon instructions of COUNTY, cease all operations under this Agreement until directed in writing by COUNTY to resume operations.

15.4.4 Neither satisfying the purpose of the required insurance, nor the furnishing of such Certificates of Insurance, shall constitute either a partial or a total satisfaction of FRANCHISEE's indemnification of COUNTY, as is required in the HOLD HARMLESS and the PAY ON BEHALF OF clauses which are set forth below.

15.4.5 The "Certificate Holder" address should read: Board of County Commissioners of Wakulla County, Florida, Attention: Procurement Department, 3093 Crawfordville Highway, Crawfordville, Florida 32327, with copy to all such persons or entities listed in the Notice Section of this Agreement.

15.5 INSURANCE OF THE FRANCHISEE PRIMARY

15.5.1 The insurance coverage required of the FRANCHISEE shall be considered primary, and all other insurance shall be considered as excess, over and above the FRANCHISEE's coverage. The FRANCHISEE's policies of coverage shall be considered primary as relates to all provisions of this Agreement. If any required insurance coverage is written with deductibles/self-insured retentions, the FRANCHISEE shall be solely, financially responsible for payments and satisfactions of such deductibles/self-insured retentions.

15.6 LOSS CONTROL AND SAFETY

15.6.1 The FRANCHISEE shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees in conjunction with FRANCHISEE's activities arising out of, or incurring in connection with this Agreement, as well as the manner in which any activities shall be undertaken. To that end, FRANCHISEE shall not be deemed to be an agent of the COUNTY. Precautions shall be exercised at all times by the FRANCHISEE for the protection of all persons, including its employees, and property. The FRANCHISEE shall make special efforts to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

15.7 HOLD HARMLESS

15.7.1 The FRANCHISEE shall indemnify and hold harmless the COUNTY, its appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions,

damages, liability and expenses in connection with loss of life, bodily injury, personal injury, or property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with, the performance of this Agreement, whether arising solely out of the negligence of the FRANCHISEE or not, including but not limited to Collection and Disposal activities, operation of the Transfer Station, and payments to displaced haulers pursuant to section 24.12 of this Agreement. The FRANCHISEE's obligation 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 coverage. This obligation shall survive any termination, early or otherwise, or expiration or non-renewal of this Agreement.

15.8 PAY ON BEHALF OF COUNTY

15.8.1 FRANCHISEE agrees to pay on behalf of COUNTY, as well as provide a legal defense for COUNTY (both of which will be done only if and when requested by COUNTY) for all claims as described in the Hold Harmless paragraph. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered as being the COUNTY's exclusive remedy. This obligation shall survive any termination, early or otherwise, or expiration or non-renewal of this Agreement.

15.9 GENERAL TERMS

15.9.1 Any type of insurance or increase of limits of liability not described above which the FRANCHISEE requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

15.9.2 The carrying of the insurance described shall in no way be interpreted as relieving the FRANCHISEE of any responsibility under this Agreement.

15.9.3 Should the FRANCHISEE engage a Subcontractor or Sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

15.9.4 The FRANCHISEE hereby waives all rights of subrogation against Wakulla County and its consultants and other indemnities of the FRANCHISEE under all the foregoing policies of insurance.

ARTICLE 16. LATE CHARGES AND TERMINATION OF COLLECTION SERVICE

16.1 In the event payment is not made by the owner or occupant of a Single Family Dwelling Unit for any Residential Ancillary Cost or Special Service or any Non-Residential Customer for services rendered by the 30th day following each invoice date, the FRANCHISEE shall send a reminder notice to the owner or occupant of the Single Family Dwelling Unit or Non-Residential Customer along with a copy of the unpaid invoice. If payment is still not received by the 45th day following the original invoice date, FRANCHISEE shall call the owner or occupant of the Single Family Dwelling Unit or Non-Residential Customer to follow up on the unpaid invoice. After 60 days of non-payment, FRANCHISEE shall send the owner or occupant of the Single Family Dwelling Unit or Non-Residential Customer a third copy of the unpaid invoice and call the owner or occupant of the Single Family Dwelling Unit or Non-Residential Customer. After 75 days of non-payment, FRANCHISEE may discontinue Collection and Disposal service to the Non-Residential Customer or discontinue the Residential Ancillary or Special Service to the Single Family Dwelling Unit. Upon 90 days of non-payment, FRANCHISEE may pick up the Non-Residential Customer's container and any additional receptacles provided to the Single Family Dwelling Unit, other than one Solid Waste Cart and any Recycling Bins. If after 90 days, the Non-Residential Customer pays all arrearages, FRANCHISEE may assess a re-delivery fee as established in Exhibit "A" attached hereto, prior to reinstating the Non-Residential Collection service and re-delivering a container to the Non-Residential Customer. Residential Ancillary and Special Services should be reinstated upon payment of all arrearages.

ARTICLE 17. INFECTIOUS WASTE HAZARDOUS WASTE, BIOMEDICAL WASTE, AND BIOLOGICAL WASTE

17.1 The FRANCHISEE shall not be required to collect and dispose of Infectious Waste, Hazardous Waste, Biomedical Waste, or Biological Waste, but may offer such service in the service area. All Collection and Disposal for those types of wastes identified in this Article, when done by the FRANCHISEE, shall be in strict compliance with all Federal, State and Local laws and regulations.

17.2 The FRANCHISEE shall refuse to collect Solid Waste from a customer if the FRANCHISEE believes that such Solid Waste contains Infectious Waste, Hazardous Waste, Biomedical Waste, or Biological Waste for Collection.

ARTICLE 18. MODIFICATIONS

18.1 MODIFICATIONS TO LEVEL OF SERVICE

18.1.1 The COUNTY, at its sole discretion, may modify the level of Collection provided under the Agreement if it is determined to be in the best interest of the COUNTY or to comply with changes in laws and regulations. The COUNTY and the FRANCHISEE agree to negotiate in good faith any impacts of such modifications and a reasonable timeframe for implementation, and shall reduce same to writing and shall execute same as amendments to this Agreement.

18.2 MODIFICATIONS TO SCOPE OF SERVICE

18.2.1 The COUNTY and FRANCHISEE agree to negotiate an amendment to this agreement should the COUNTY determine, at its sole discretion, that the scope of the Agreement should include Collection not originally included in the Scope of Services of this Agreement. The COUNTY and FRANCHISEE agree to negotiate any impact of such modification of the Scope of Services in good faith, and shall reduce same to writing and shall execute same as amendments to the franchise.

18.2.2 The COUNTY reserves the right to negotiate with the FRANCHISEE to amend this Agreement as may be necessary to achieve the State's recycling goals.

18.2.3 During the term of this Agreement, the COUNTY may wish to conduct pilot studies. The FRANCHISEE shall cooperate with the COUNTY in conducting such pilot studies. If such pilot studies have cost implications, the FRANCHISEE shall enter into good faith negotiations with the COUNTY for additional services provided by the FRANCHISEE to carry out pilot studies and compensation for same.

ARTICLE 19. COOPERATION/COORDINATION

19.1 The COUNTY and its Contract Manager shall be permitted free access during normal business hours at every facility for the inspection of all work, equipment and facilities of the FRANCHISEE. The FRANCHISEE shall cooperate with the Contract Manager of the COUNTY in every

reasonable way in order to facilitate the progress of the work contemplated under this Agreement. The FRANCHISEE shall have at all times a competent and reliable English speaking representative on duty authorized to receive orders and act for FRANCHISEE.

ARTICLE 20. STORMS, DISASTERS AND OTHER CALAMITIES

20.1 In the event excessive amounts of debris have accumulated due to any hurricane or other storm event, natural or manmade disaster, severe disturbance, riot, or other calamity, said debris shall not be included as part of the exclusive franchise with FRANCHISEE. Should the COUNTY choose to utilize the FRANCHISEE to assist in performing debris collection, the Board may direct FRANCHISEE to perform such work, taking into account the FRANCHISEE's primary Collection obligations and availability of equipment. Nothing herein shall require COUNTY to utilize FRANCHISEE or prevent the COUNTY from contracting with other parties to perform all or a portion of such work. In the event the COUNTY desires that FRANCHISEE aid the COUNTY's storm cleanup contractor, FRANCHISEE's cleanup activities shall be by way of a written agreement specific to that event. Rates, costs and specific cleanup activities shall be set forth. In the event of such storm or hurricane emergency, the COUNTY reserves the right to assign route or pick-up priorities as deemed necessary by the Contract Manager.

20.2 In case of a storm or other event discussed in this section, the Contract Manager may grant the FRANCHISEE reasonable variance from regular schedules and routes. As soon as practicable after such storm, the FRANCHISEE shall advise the Contract Manager and the customers of the estimated time required before regular schedules and routes can be resumed.

ARTICLE 21. LIQUIDATED DAMAGES

21.1 Any customer complaint will be resolved to the COUNTY's satisfaction within twenty-four (24) hours from the time the FRANCHISEE is notified or it will become a legitimate complaint. If not resolved within twenty-four (24) hours, the COUNTY may impose a \$50 per incident per day liquidated damages assessment. Examples of such occurrences include but are not limited to:

- (a) Failure or neglect to provide Collection to any Dwelling Unit in the service area;

(b) Failure to clean-up spillage caused by the FRANCHISEE. In addition to the liquidated damage cost, the COUNTY may charge the cost of cleanup of such locations;

(c) Failure to maintain and/or submit to the COUNTY all documents and reports required under the provisions of the Agreement;

(d) Failure to clean up leaking vehicle fluids from the FRANCHISEE's vehicles on roads or sides of roads;

(e) Failure to maintain equipment in a clean condition; and

21.2 Effective December 1, 2011, complaint-related telephone calls received by the COUNTY in excess of twenty-five (25) per week may result, at the COUNTY's discretion, in a \$50 per incident liquidated damages assessment. These liquidated damages assessments will be in addition to any assessments assessed per Paragraph 21.1 of this Agreement. However, complaints resolved within 24-hours of the call shall not count towards the total number of twenty-five.

21.3 In the event the FRANCHISEE wishes to contest such assessment(s), the FRANCHISEE shall, within five (5) calendar days after receiving such notice, request in writing an opportunity to be heard by the County Administrator. In the event the FRANCHISEE wishes to contest the County Administrator's decision, the FRANCHISEE shall, within five (5) calendar days after receiving such notice, request in writing an opportunity to be heard by the Board and present its defense to such assessment(s). The COUNTY's Contract Manager shall notify the FRANCHISEE in writing of any action taken with respect to FRANCHISEE's claims and the decision of the Board will be final.

ARTICLE 22. DEFAULT AND DISPUTE OF THE AGREEMENT

22.1 The COUNTY may terminate this Agreement, except as otherwise provided below in this paragraph, by giving FRANCHISEE fifteen (15) days, advance written notice, upon the happening of any one of the following events:

(a) If more than \$7,500 in liquidated damages have been assessed within the same calendar year; or,

(b) The FRANCHISEE takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking readjustment of its indebtedness under the Federal 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,

(c) By order or decree of a court, the FRANCHISEE 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 FRANCHISEE seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law of statute of the United States or of any state thereof; provided that, if any such judgment is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,

(d) By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or government board, agency, or office having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the FRANCHISEE and such possession of control shall continue in effect for a period of sixty (60) days; or,

(e) The FRANCHISEE shall voluntarily abandon, desert, or discontinue its operation hereunder granted.

22.2 Then such shall be considered a material breach of this Agreement and the Authorized Representative shall notify the FRANCHISEE in writing of the breach. If within a period of fifteen (15) days the FRANCHISEE has not eliminated the conditions considered to be a breach of contract or having so commenced shall fail thereafter to continue with diligence the curing thereof, the Contract Manager shall notify the Board. After these fifteen (15) days the COUNTY can cause the FRANCHISEE to be obligated to pay the COUNTY the amount specified in the bond and has the authority to terminate this Agreement.

ARTICLE 23. FORCE MAJEURE

23.1 INABILITY TO PERFORM

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

23.2 EVENTS OF FORCE MAJEURE

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

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

23.3 WRITTEN NOTIFICATION

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

ARTICLE 24. OTHER TERMS AND CONDITIONS

24.1 ASSIGNMENT OF FRANCHISE RIGHTS

24.1.1 FRANCHISEE cannot assign, subcontract, sell or transfer its franchise or any right occurring under the Agreement without first obtaining the express written approval of the Board. Assignment shall include any transfer of fifty percent (50%) of stock and control of FRANCHISEE. The Board shall have full discretion to approve or deny, with or without cause, any subcontract, any proposed assignment or assignment by FRANCHISEE. Any assignment or subcontract of this Agreement by the FRANCHISEE without the express written consent of the Board shall be grounds for the Board to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to FRANCHISEE. Upon the date of such notice, this Agreement shall be deemed immediately terminated.

24.2 INDEPENDENT CONTRACTOR

24.2.1 It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the FRANCHISEE as the agent, representative or employee of the COUNTY for any purpose whatsoever. The FRANCHISEE is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

24.2.2 The FRANCHISEE shall be solely responsible for the acts and omissions of its officers, agents, employees, permitted contractors and permitted subcontractors.

24.3 COMPLIANCE WITH STATE, FEDERAL AND MUNICIPAL LAWS

24.3.1 The FRANCHISEE shall comply with all applicable local, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

24.3.2 The FRANCHISEE is required and hereby agrees by execution of this FRANCHISEE to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standard Act as amended and changed from time to time.

24.4 LAW TO GOVERN, VENUE, JURISDICTION

24.4.1 This Agreement shall be governed by the laws of the State of Florida. The parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Wakulla County, Florida, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in Wakulla County, Florida.

24.5 PERMITS AND LICENSES

24.5.1 The FRANCHISEE shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Notwithstanding this requirement, COUNTY and FRANCHISEE shall make a good faith effort to obtain approval from the Florida Department of Environmental Protection for transfer of the permit for operation of the transfer station from COUNTY to FRANCHISEE.

24.6 NON-DISCRIMINATION PROVISIONS

24.6.1 FRANCHISEE shall not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner, against said FRANCHISEE's employees or applicants for employment (as provided in Title VI of the 1964 Civil Rights Act, and the Florida Human Rights Act of 1977). Furthermore, FRANCHISEE shall comply with all applicable Federal and

State Laws, Executive Orders and Regulations prohibiting discrimination as herein above referenced are included by this reference thereto including Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

24.6.2 FRANCHISEE warrants that it is qualified to enter into this Agreement in accordance with the provisions of the Florida Public Entity Crime Statute, Section 287.133, Florida Statutes. FRANCHISEE shall exercise reasonable efforts to use local resources including local subcontractors, local suppliers and material men, and local laborers and if such local resources are available and deliverable in a quantity, quality and cost at least comparable to non-local resources shall be given preference and used in the performance of this Agreement.

24.7 ILLEGAL PROVISIONS

24.7.1 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions has not been sated herein.

24.8 MODIFICATION

24.8.1 Except as otherwise provided herein, the terms and conditions of this Agreement may be modified from time to time by mutual agreement of the parties as evidenced by a written agreement duly executed by both parties hereto or their representatives. No modification or amendment of this franchise shall be valid and effective unless evidenced by the require agreement in writing.

24.9 REMEDIES CUMULATIVE

24.9.1 Except as otherwise expressly provided herein, 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 or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other or further exercised thereof.

24.10 HEADINGS

24.10.1 The headings contained in this Agreement are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.

24.11 NOTICES

24.11.1 All notices and consents required or permitted by this Agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, postage prepaid, and addressed as follows:

If to COUNTY:

Cleve Fleming
Contract Manager
340 Trice Lane
Crawfordville, Florida 32327

With copies to:

County Administrator
3093 Crawfordville Highway
Crawfordville, Florida 32327

And

Wakulla County Attorney
3093 Crawfordville Highway
Crawfordville, Florida 32327

And:

If to FRANCHISEE:

E. Ralph Mills
P.O. Box 380
Midway, Florida 32343

With a copy to: _____

Changes in respective addresses to which such notices may be directed may be made from time to time by either party by notice to the other party.

24.12 DISPLACEMENT OF SOLID WASTE HAULERS

24.12.1 Upon execution of this Agreement by both parties, FRANCHISEE shall pay each displaced Solid Waste hauler an amount equal to the company's preceding 15 months' gross receipts upon confirmation of the amount of those receipts, in accordance with section 403.70605, Florida Statutes. The payment required by this paragraph shall be made from funds of FRANCHISEE other than special assessment revenues or revenues obtained through provision of the services required under this Agreement. It shall be FRANCHISEE's sole responsibility to verify a displaced hauler's gross receipts and pay all verified amounts, except as otherwise provided in paragraph 24.12.2.

24.12.2 The COUNTY shall provide FRANCHISEE with notice of any unpaid amounts currently owed by a displaced hauler to the COUNTY whether such fees are comprised of unpaid tipping fees or other charges or amounts arising from the provision of Collection or Disposal services by the displaced hauler prior to the effective date of this Agreement. Upon receipt of such notice, FRANCHISEE shall, prior to making the displaced hauler payment required in paragraph 24.12.1, pay to the COUNTY such amounts owed to the COUNTY and reduce the amount paid to the displaced hauler accordingly.

24.12.3 FRANCHISEE shall obtain a release in a form satisfactory to COUNTY signed by each displaced hauler upon payment of the amounts required by this section of any and all claims of any kind whatsoever arising in relation to the displacement of such hauler. Furthermore, in the event a displaced hauler's payment is reduced pursuant to paragraph 24.12.2, the release shall reflect such reduction and the displaced hauler shall acknowledge that such reduction is intended and authorized to serve as payment for amounts owed to the COUNTY.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first
above written.

ATTEST:
Walter Adams, DC
Clerk or Deputy Clerk



WAKULLA COUNTY, FLORIDA

By: [Signature]
Chairman

FRANCHISEE:

By: E. Ralph Mills

WITNESSES:

Helena Kozlovic
office mgr

EXHIBIT A

COLLECTION FEES EFFECTIVE OCTOBER 1, 2011

Collection Fees Effective October 1, 2011

Service Choice	Residential Service	Cost Per Year
	1 Solid Waste & 1 Recycle weekly. White goods / Bulk Waste quarterly, and Bulk Waste less than 2 cubic yards with Solid Waste. Includes mandatory side door pick-up for handicapped. Includes Respondent providing designated size solid waste roll-off cart and recycling container for each Single Family Dwelling Unit.	\$ 183.00
	Residential Ancillary Cost May be requested by customer - cost shall reflect add-on cost to Option 1 above. Will be billed by FRANCHISEE.	
	Side Door Collection: garbage - recycle - Non-handicap	\$ 84.00
	Additional standard roll-out container (if requested) Cost reflects additional fee per container. (96 gallon only)	\$ 3.00
	Bear resistant container(s) (if requested). Cost reflects additional fee per container. (96 gallon only)	\$ 6.00
	Bear proof container(s) (if requested). Cost reflects additional fee per container. (96 gallon only)	\$ 72.00
	Special Services for Residential and Non-Residential	Charge
	On-Call Bulk Waste Pick-Up (per cubic yard per pickup)	\$ 25.00
	Cart Exchange (for requests in addition to 1 in first year and subsequent 1x annual free exchange; includes delivery (per cart)	\$ 25.00
	Residential call back for collection as a result of customer error.	\$ -
	Cart replacement as a result of loss or damage through willful or intentional misuse or abuse; includes delivery (per cart)	\$ 50.00
	Key Charge (allowed when container access requires driver to remove lock to empty container) (per container per month)	\$ 15.00
	Enclosure Charge (allowed when collection requires removing container from an enclosure and replacing it with empty). (per container per month)	\$ 15.00
	Gate Service Charge (allowed when collection requires passing through a gate in order to access a container). (per container per month)	\$ 15.00
	Transfer Station Charge Per Ton (All materials coming in except for White Goods and E-Scrap)	\$ 75.00

Non-Residential Service

Service Choice	Roll off Dumpster Service	Cost Per Pick-up
	12 cubic yard bin	\$ 250.00
	20 cubic yard bin	\$ 300.00
	30 cubic yard bin	\$ 300.00
	40 cubic yard bin	\$ 300.00
	30 yard self contained compactor	\$ 350.00
	40 yard stationary compactor	\$ 350.00
	Disposal Charge Per Ton (rolloff dumpsters and compactors)	\$ 61.80
	Roll-off dumpster delivery charge	\$ 200.00
Service Choice	Commercial Hand Load Service	Cost Per Month
	96 gallon barrel service	\$ 18.00
Service Choice	Commercial Dumpster Service	Cost Per Pick-up
	2 cubic yard bin	\$ 17.00
	4 cubic yard bin	\$ 32.00
	6 cubic yard bin	\$ 45.00
	8 cubic yard bin	\$ 56.00
	Commercial dumpster delivery charge	\$ 50.00
	Commercial dumpster re-delivery charge (delinquent accounts)	\$ 75.00

EXHIBIT "B"

DESCRIPTION OF TRANSFER STATION PREMISES

Described property:

Commence at the intersection of the Southerly boundary of the 100 foot right-of-way of State Road No. S-375 with the Easterly boundary of Lot 92 of the Hartsfield Survey of Lands in Wakulla County, Florida and thence run South 74 degrees 19 minutes 14 seconds West (bearing base) along said right-of-way boundary 1448.19 feet to a concrete monument for a POINT OF BEGINNING. From said POINT OF BEGINNING run South 01 degrees 46 minutes 54 seconds East 952.67 feet to a concrete monument, thence run South 85 degrees 41 minutes 19 seconds East 246.20 feet to a concrete monument, thence run South 02 degrees 34 minutes 37 seconds West 539.75 feet to a concrete monument, thence run South 85 degrees 40 minutes 52 seconds West 360.45 feet to a concrete monument, thence run North 15 degrees 58 minutes 14 seconds West along an old fence line 1438.85 feet to the Southerly right-of-way boundary of said State Road No. S-375, thence run North 72 degrees 57 minutes 14 seconds East along said right-of-way boundary 489.36 feet, thence run North 74 degrees 19 minutes 14 seconds East along said right-of-way boundary 38.01 feet to the POINT OF BEGINNING containing 14.32 acres more or less.

EXHIBIT C

EXAMPLE

FUEL RATE ADJUSTMENT FOR RESIDENTIAL COLLECTION SERVICE

This example assumes an Index cost per gallon of \$4.05 for the purpose of providing an example only – in application, it would be the Index Cost as of a particular date.

Step 1 Determine the Change in the Energy Information Administration Department Weekly Retail On-Highway Diesel Prices, Gulf Coast Index

Index Cost per Gallon (as of ____)	\$4.05
Base Cost per Gallon	\$4.00
Index Change	\$0.05

Step 2 Determine the Percentage Change to be applied to the Base Cost Per Gallon

Index Change	\$0.05
Divided by Base Cost per Gallon	\$4.00
Percentage Change	1.25%

Step 3 Determine the Adjusted Fuel Rate Component for Residential Collection Service based on 10% of Residential Rate

Fuel Rate Component	\$18.30
Multiplied by % change plus 1	1.0125
Equals Adjusted Fuel Rate Component (rounded to the nearest cent)	\$18.53

Step 4 Calculate Fuel Rate Component Adjustment for Residential Collection Service

Adjusted Fuel Rate Component	\$18.53
Less Contract Fuel Rate Component	\$18.30
Equals Fuel Rate Component Adjustment	\$0.23

Step 5 Calculate Contract Amount Adjustment for Residential Collection Service

Fuel Rate Component Adjustment	\$0.23
Multiplied by Number of Residential Properties on Assessment Roll	_____
Equals Change in Assessment Budget	\$ _____