

AMENDED AND RESTATED SOLID WASTE AND
RECYCLING COLLECTION CONTRACT
BETWEEN
LAKE COUNTY, FLORIDA
AND
WASTE MANAGEMENT INC. OF FLORIDA
FOR SERVICE AREAS #2 AND #3

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AMENDED AND RESTATED SOLID WASTE AND RECYCLING COLLECTION CONTRACT

Lake County, Florida

THIS IS A Contract by and between Lake County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY",

and

Waste Management Inc. of Florida, a Florida Corporation, its successors and assigns, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, IN CONSIDERATION of the terms, conditions, premises, payments and covenants contained herein, the parties agree as follows:

SECTION 1. TERM

- A. Term. The term of this Contract shall become effective October 1, 2009, and terminating September 30, 2014.
- B. Option to Renew. This Contract may be renewed for one additional five (5) year term at the option of COUNTY. COUNTY shall submit a notice of renewal within 180 days preceding the expiration of the Contract. The Contract shall automatically expire at the end of the term if COUNTY fails to timely submit notice of renewal.

SECTION 2. DEFINITIONS

For the purpose of this Solid Waste and Recycling Collection Contract, hereinafter referred to as "Contract", the definitions contained in this section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in Chapter 21, Lake County Code, as amended from time-to-time, or a resolution of Lake County adopting regulations shall control. When not inconsistent with the text, words used in the present tense include the future, including the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

- (a) Acceptable Waste. That Residential and Commercial Solid Waste which may be disposed of at the Lake County Waste-To-Energy Facility in accordance with the terms of the Waste Disposal and Electricity Generating Agreement between Covanta

Lake II, Inc. and Lake County Agreement, dated December 14, 2004, as is currently in force or as may be amended from time-to-time.

- (b) Bags. Non-dissolvable plastic trash bags.

- (c) Board. The Board of County Commissioners of Lake County, Florida.

- (d) Collection. The process whereby Residential or Commercial Solid Waste or Recyclable Materials or Yard Trash are removed and transported to a Designated County Facility.

- (e) Contract. This written document and all amendments thereto, between the COUNTY and the CONTRACTOR, governing the provision of services as provided herein.

- (f) Contractor. This term shall mean Waste Management Inc. of Florida.

- (g) Contract Administrator. That person, or his designee, designated by the COUNTY to administer and monitor the provisions of this Contract.

- (h) Curbside Residential Yard Trash Recycling Collection Service. The Collection of Yard Trash, by the CONTRACTOR, from Dwelling Units in the Service Area and the delivery of Yard Trash to a Designated County Facility.

- (i) Designated County Facility. The place or places, within Lake County, specifically designated by the COUNTY for the disposal or processing of Residential Solid Waste, Commercial Solid Waste or Recyclable Materials.

- (j) Dwelling Unit. A Dwelling Unit located within the CONTRACTOR'S Service Area.

- (k) Roll-Off Containers. Any non-Compactor Containerized Residential or Commercial Solid Waste storage and collection equipment or device with a capacity of ten (10) or more cubic yards which is normally loaded onto a motor vehicle and transported to a disposal facility for dumping.

- (l) Roll-off Collection Service. The Collection and disposal of Roll-Off Containers containing materials, including but not limited to, Contractor-generated Waste or Special Waste, which are not herein defined as Residential Solid Waste or Commercial Solid Waste, are not considered exclusive to the CONTRACTOR under the terms and conditions of the Contract.

- (m) Service Area(s). The geographical area of unincorporated Lake County served by the CONTRACTOR pursuant to this Contract as described in Exhibit 1, attached hereto and incorporated herein.

- (n) Sludge. The accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

- (o) Special Items. Tires, construction and demolition debris, land clearing debris, hazardous waste, hazardous material or any unusual material for which the COUNTY collects a separate disposal charge.

SECTION 3. SERVICES PROVIDED BY THE CONTRACTOR

- A. Exclusive Franchise Granted. The CONTRACTOR is herein granted an exclusive franchise to provide Residential Solid Waste Collection Service, Curbside Residential Recycling Collection Service, Curbside Yard Trash Recycling Collection Service, and Commercial Solid Waste Collection Service, within the Service Areas #2 and #3 as set forth in Exhibit 1. Roll-Off Collection Services and Exempt Waste Collection services shall not be exclusive to the CONTRACTOR.

- B. Service Provided by Contractor. The CONTRACTOR shall provide Residential Solid Waste Collection Service, Curbside Residential Recycling Collection Service, Curbside Yard Trash Collection Service and Commercial Solid Waste Collection Service in the Service Area.

All collection routes conducted in fulfillment of the terms and conditions of this agreement shall be conducted and maintained separate and apart from any and all collection routes provided in the incorporated areas of Lake County and/or collection routes performed outside of Lake County. All collection routes servicing residential customers shall be conducted and maintained separate from commercial solid waste collection routes.

SECTION 4. SOLID WASTE COLLECTION SERVICE

- A. **Collection Responsibilities.** In the event the collection customer fails to properly prepare the solid waste or Bulk Items for Collection as required by Chapter 21, Lake County Code or to properly set out the solid waste or Bulk Items for Collection as required by Chapter 21, Lake County Code, or provide proper access to solid waste Containers as required by Chapter 21, Lake County Code, or to properly separate the solid waste elements or Bulk Items as required by Chapter 21, Lake County Code, the CONTRACTOR shall not be required to Collect such solid waste, or Bulk Items but instead, shall leave the solid waste Container or Garbage Can, or the Bulk Item in its original position and provide customer with immediate written notification at the residence of the reason for non-collection. If immediate written notice is not provided to the customer, the CONTRACTOR will be required to collect the waste. This system will be known as "Tag-It or Take It". In the event the CONTRACTOR does not Collect a customer's solid waste or Bulk Items, by no later than the end of next day, not including Sundays and Holidays, the CONTRACTOR shall notify the Contract Administrator of the address of the customer whose solid waste or Bulk Items were not collected and the reason the collection did not take place. In the event the customer does not agree as to the reason for non-collection, the Contract Administrator shall make a final administrative determination.
- B. **Can Residential Solid Waste Collection Service.** The CONTRACTOR shall provide Can Residential Solid Waste Collection Service to Dwelling Units utilizing Garbage Cans for the accumulation and storage of Residential Solid Waste.
1. **Conditions and Frequency of Service.** All Residential Solid Waste properly containerized in Garbage Cans, bundled or otherwise prepared for collection shall be Collected.
- a. **Twice per Week Service.** For those residential Dwelling Units within the double residential service area as set forth in Exhibit 1 and as may be amended annually by the COUNTY, Residential Garbage, Rubbish Collection and Yard Trash Collection shall be unlimited and shall occur two (2) times per week with not less than forty-eight (48) hours nor more than seventy-two (72) hours between regularly scheduled pick-up days, with the exception of holiday(s) as set forth herein. In the event a regularly scheduled Collection day falls on a holiday, the collection shall occur on the next regularly scheduled Collection day. Collection of Residential Bulk Items shall be limited to three (3) cubic yards per set-out and shall occur within seventy-two (72) hours of set-out and of notification by the customer; excluding

Sundays and holidays as set forth herein. The customer shall not commingle Residential Bulk Items with Residential Garbage, Rubbish or Yard Trash.

- b. Once per Week Service. For those residential Dwelling Units within the single residential service area, as set forth in Exhibit 1 and as may be amended annually by the COUNTY, Residential Garbage, Rubbish and Yard Trash Collection shall be unlimited and shall occur one (1) time per week on a scheduled route basis. In the event the regularly scheduled Collection day falls on a holiday, the Collection shall occur within forty-eight (48) hours immediately following the regularly scheduled Collection day. It shall be the responsibility of the CONTRACTOR to notify the customer of the alternative holiday Collection day. Collection of Residential Bulk Items shall be limited to three (3) cubic yards per set-out and shall occur within seventy-two (72) hours of set-out and of notification by the customer; excluding Sundays and holidays as set forth herein. The customer shall not commingle Residential Bulk Items with Residential Garbage, Rubbish or Yard Trash.
2. Accessibility. All Solid Waste shall be placed within three (3) feet of the curb, paved surface of the public roadway, closed accessible roadway, or other such locations agreed to by the CONTRACTOR and customer, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall designate a reasonable location for Collection.
3. Off-Street Service. Notwithstanding any term or definition set forth in this Contract, off-street Collection of Residential Solid Waste from an On-Service Dwelling Unit shall be required if all adult occupants residing therein have a disability that prevents them from delivering their Residential Solid Waste to the curb and if a request for off-street services has been made to, and approved by, the Contract Administrator, in the manner required by COUNTY. The Contract Administrator shall notify the CONTRACTOR in writing of any customers requiring off-street service. No additional monies shall be due to the CONTRACTOR for the provision of off-street service to customers that have a disability that prevents them from delivering their Residential Solid Waste to the curb.
4. Additional Services. Upon the request of a customer, the CONTRACTOR may provide additional services, including but not limited to the pick-up of Bulk Items, in excess of the three (3) cubic yard set-out limitation, or Yard Trash which is four (4) feet or more in its longest dimension or six (6) inches or more in diameter or weighs more than fifty (50) pounds, for an additional fee.

Arrangements for billing and collection for such additional services shall be solely between the CONTRACTOR and the customer.

5. Service Area Revisions. Beginning August 1, 2010 and annually thereafter, the Single Residential Service Area shall be reviewed by the COUNTY with the cooperation of the CONTRACTOR. Based on this annual review, effective October 1, 2010 and annually thereafter, the Double Residential Service Area shall be adjusted to include any section(s) within the Single Residential Service Area which are adjacent to the Double Residential Service Area and which contain ten (10) or more Dwelling Units. However, certain sections may remain in the Single Residential Service Area where, in the opinion of the Contract Administrator, twice per week service may result in severe hardship to the local residents or to the CONTRACTOR or both due to significant deterioration of the roads. In addition, such other section(s) in the Single Residential Service Area may receive twice per week Residential Solid Waste Collection Service as is mutually agreed to by the COUNTY and the CONTRACTOR.
- C. Containerized Residential Solid Waste Collection Service. The Contractor shall provide Containerized Residential Solid Waste Collection Service to those Dwelling Units which utilize Containers for the accumulations and storage of Residential Solid Waste.
1. Conditions and Frequency of Service. All Residential Solid Waste, properly Containerized, Bundled or otherwise prepared for Collection shall be collected. Residential Garbage, Rubbish and Yard Trash shall be collected as deemed necessary and as determined between the CONTRACTOR and the customer, but such Collection service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection services scheduled to fall on a holiday may be rescheduled by the CONTRACTOR, with written notice given to the customer as long as the minimum frequency requirement is met. The size of the Container and the frequency (above the minimum) of Collection shall be determined between the customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Residential Garbage, Rubbish or Yard Trash shall be placed outside the Container. The CONTRACTOR shall provide Containers at the approved rates, however, customers may own their Container provided that the customer shall be completely responsible for its proper maintenance and such Container shall be of a type that can be serviced by the CONTRACTOR'S equipment. Any Container damaged by the CONTRACTOR shall be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, within forty-eight (48) hours, excluding Sundays and holidays, at no cost or inconvenience to the customer. Any CONTRACTOR owned Container damaged by the customer shall be repaired

or replaced by the CONTRACTOR, at the customer's expense, within forty-eight (48) hours, excluding Sundays and holidays, at no cost to the CONTRACTOR.

Residential Bulk Items shall be limited to three (3) cubic yards per dwelling unit per Collection and shall be Collected within seventy-two (72) hours, excluding Sundays or holidays, of set-out and notification by the customer. The customer shall not commingle Residential Bulk Items with Residential Garbage, Rubbish or Yard Trash.

2. Accessibility. The CONTRACTOR shall Collect those Containers which are readily accessible to the CONTRACTOR'S crew and vehicles and not blocked.
 3. Level, Type and Disclosure of Rates. Prior to providing Containerized Residential Solid Waste Collection Services, CONTRACTOR shall provide the customer with information regarding the level and type of service to be provided. The information shall include rate information in a format as prescribed by the COUNTY and as set forth in Exhibit 3, attached hereto and incorporated herein.
- D. Commercial Solid Waste Collection Service. The CONTRACTOR shall Collect and dispose of all Commercial Solid Waste generated by customers subscribing to Commercial Solid Waste Collection Service. It is the intent of the COUNTY that all Commercial Solid Waste generated in the Service Area be collected by the Service Area CONTRACTOR or a hauler which has been permitted in accordance with the terms of Chapter 21, Lake County Code. CONTRACTOR shall encourage the collection of recyclable materials from Commercial Customers.
1. Conditions and Frequency of Service. Commercial Solid Waste Collection Service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled by the CONTRACTOR, with written notice given to the customer as long as the minimum frequency requirement is met. Service may be provided by Container or Garbage Can at the option of the customer. The size of the Container and frequency (above the minimum) of collection shall be determined between the customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Commercial Solid Waste shall be placed outside the Container. The CONTRACTOR shall provide Containers at the approved rates, however, customers may own their Container provided that the customer shall be completely responsible for its proper maintenance and such Container shall be of a type that can be serviced by the CONTRACTOR'S equipment. Any Container damaged by the CONTRACTOR shall be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, within forty-eight (48) hours,

excluding Sundays and holidays, at no cost or inconvenience to the customer. Any CONTRACTOR owned Container damaged by the customer shall be repaired or replaced by the CONTRACTOR, at the customer's expense, within forty-eight (48) hours, excluding Sundays and holidays, at no cost to the CONTRACTOR.

2. Compactors. The CONTRACTOR shall provide Compactor Collection Service at the approved rates, as set forth in Exhibit 6 incorporated hereto, however, customers may own their Compactor provided that the Compactor must be of a type that can be serviced by the CONTRACTOR'S equipment; and the customer shall be completely responsible for its proper maintenance. The frequency of Compactor Collection shall be sufficient to contain the Commercial Solid Waste without spillage.
 3. Accessibility. The CONTRACTOR shall Collect those Containers, Compactors, or garbage cans which are readily accessible to the CONTRACTOR'S crew and vehicles, and not blocked.
 4. Level, Type, and Disclosure of Rates. Prior to providing Containerized Commercial Solid Waste Collection Services, CONTRACTOR shall provide the customer with information regarding the level and type of service to be provided. The information shall include rate information in a format as prescribed by the COUNTY and as set forth in Exhibits 4 through 6, attached hereto and incorporated herein.
- E. Hours. Can Residential Solid Waste Collection Service, Containerized Residential Solid Waste Collection Service and Commercial Solid Waste Collection Service shall be provided between the hours of 6:00 a.m. and 8:00 p.m., Monday through Saturday, with the exception of Commercial Solid Waste Collection Service, where Collection at other hours does not disturb the immediate residential area. The receipt of complaints by the COUNTY referencing noise or disturbances prior to 6:00 a.m. or after 8:00 p.m., shall be prima facia evidence of "disturbances" and the CONTRACTOR shall adjust the Commercial Solid Waste Collection Service at such identified locations as the COUNTY shall direct the CONTRACTOR in writing to confine the hours of Collection from 6:00 a.m. to 8:00 p.m. The hours or days, or both, of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the Contract Administrator.
- F. Routes and Schedules. The CONTRACTOR shall provide the Contract Administrator the schedules for all Residential Solid Waste Collection Service and Curbside Residential Recycling Collection Service routes and keep such information current at all times. If any changes in the Collection route days occur, the Contract

Administrator shall be immediately notified in writing prior to change. In the event of a permanent change in routes or schedules that will alter the day of pick-up, the CONTRACTOR shall immediately notify the affected customer(s), in writing or other manner as approved by the Contract Administrator, not less than two (2) weeks prior to the change.

- G. Manner of Collection. The CONTRACTOR shall provide Residential Solid Waste Collection Services and Commercial Solid Waste Collection Services with as little disturbance as possible and shall leave any Garbage Can at the same point it was collected. Where Container service is provided, the CONTRACTOR shall replace the Container to its original or agreed upon position.
- H. Designated County Facility. All Residential or Commercial Solid Waste, Recyclable Materials and Yard Trash collect as a result of performing Residential Solid Waste Collection Service or Commercial Solid Waste Collection Service, or Curbside Residential Recycling Collection Service shall be hauled to, and disposed of, at a Designated County Facility as provided in writing by the COUNTY.
- I. Participation in COUNTY Community Clean-Up Program. CONTRACTOR shall provide, at no additional charge, their proportionate share of Roll-Off Containers and Roll-Off Container Collection Service in support of the COUNTY'S Community Clean-Up Program. The proportionate share shall be calculated utilizing a total of thirty-six (36) Roll-Off Containers and Roll-Off Container Collections per calendar year divided by the ratio of the number of Dwelling Units in the CONTRACTOR'S Service Area divided by the total Dwelling Units on a County-wide basis. The CONTRACTOR'S proportionate share shall be recalculated annually on January 15 based upon the number of Dwelling Units established as of January 1 of that year. The provision of Roll-Off Container Collection Service shall be provided on a County-wide basis and not be limited to within CONTRACTOR'S Service Area. CONTRACTOR will not be responsible for disposal fees.

SECTION 5. RESIDENTIAL RECYCLING COLLECTION SERVICE

- A. Curbside Residential Recycling Collection Service. The CONTRACTOR shall provide unlimited Curbside Residential Recycling Collection Service to all On-Service Dwelling Units in the Service Area being provided with Can Residential Solid Waste Collection Service. Recyclable materials shall be collected in two (2) sorts at the point of generation, (i) one for newspaper, cardboard, and paper fiber products and any other recyclable material and such other materials as may be defined by the COUNTY from time-to-time, and (ii) commingled recyclable materials consisting of

aluminum beverage containers, bimetal/steel cans, plastic containers types #1 through #7, and clear flint, amber and green glass bottles and jars, and any other recyclable material and such other materials as may be defined by the COUNTY from time-to-time. The Collection of household/consumer dry-cell batteries shall be maintained separately and not be counted as a separate sort.

1. **Conditions and Frequency of Service.** The CONTRACTOR shall Collect Recyclable Materials with as little disturbance as possible and shall leave the Recycling bins, as addressed in Section 5.D. at the same point it was Collected without obstructing roadways, driveways, sidewalks or mail boxes. To be eligible for pick-up, Recyclable Materials must be put in a Recycling bin and placed at the usual accessible pick-up location for Residential Solid Waste. The CONTRACTOR shall be responsible for sorting each component and delivering the Recyclable Materials as appropriate. The CONTRACTOR shall not commingle Recyclable Materials with other Residential Solid Waste. Curbside Residential Recycling Collection Service shall be provided once every week on a scheduled route basis. In the event the regularly scheduled day falls on a holiday, the Collection of Recyclable Materials shall occur on the next regularly scheduled recyclables collection day. The CONTRACTOR shall be required to provide occasional special Collection programs for the Collection of telephone books and Christmas trees.
2. **Accessibility.** All residential Recyclable Materials shall be placed in a Recycling bin which shall be placed within three (3) feet of the curb, paved surface of the public roadway, closest accessible roadway or other location, agreed to by the CONTRACTOR and customer, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall designate a reasonable location for Collection.
3. **Hours.** Curbside Residential Recycling Collection Service shall be provided between the hours of 6:00 a.m. and 8:00 p.m. Monday through Saturday. The hours or days or both of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the Contract Administrator.
4. **Off-Street Service.** Notwithstanding any term or definition set forth in this Contract, off-street Collection of Recyclable Materials from a Dwelling Unit shall be required if all adult occupants residing therein have a disability that prevents them from delivering their Residential Solid Waste to the curb and if a request for off-street service has been made to, and approved by, the

Contract Administrator in the manner required by COUNTY. The Contract Administrator shall notify the CONTRACTOR in writing of any customer requiring off-street service. No additional monies shall be due to the CONTRACTOR for the provision of off-street service to customers that have a disability that prevents them from delivering their Residential Solid Waste to the curb.

5. Routes and Schedules. The CONTRACTOR shall provide the Contract Administrator the schedules for all Curbside Residential Recycling Collection Service routes and keep such information current at all times. If any changes in the collection route days occur, the Contract Administrator shall be immediately notified in writing prior to change. In the event of a permanent change in routes or schedules that will alter the day of pick-up, the CONTRACTOR shall immediately notify the affected customer(s), in writing or other manner as approved by the Contract Administrator, not less than two (2) weeks prior to change.
- B. Collection Requirements. To be eligible for Collection, Recyclable Materials must be placed in the Recyclable Container and must not be commingled with other solid waste. In the event the Recyclable Materials are mixed with other solid waste the CONTRACTOR shall, if practical, separate the solid waste from the Recyclable Materials. The Recyclable Materials shall then be Collected and the Solid Waste shall be left in the Recyclable Container along with a written notice of why the solid waste was not collected. In the event the Recyclable Materials and solid waste are commingled to the extent that they cannot be easily separated by the CONTRACTOR or the nature of the solid waste renders the entire Recycling bin contaminated, the entire Recycling bin and all contents thereof, shall be left at the curbside by the CONTRACTOR along with a written notice of why the Recycling bin was not Collected.
 - C. Recyclable Materials. Title to the Recyclable Materials shall immediately vest with the COUNTY upon possession by the CONTRACTOR. All responsibilities for the safe and proper delivery of the Recyclable Materials to a Designated County Facility shall be with the CONTRACTOR.
 - D. Recycling Bins. Recycling bins shall be purchased by the COUNTY and remain the property of the COUNTY. The CONTRACTOR shall deliver the Containers in order to provide Curbside Residential Recycling Collection Service. The CONTRACTOR shall distribute, at its sole cost, one Recycling bin to each Dwelling Unit receiving Can Residential Solid Waste Collection Service in the Service Area. A second Recycling bin may be requested by the property owner and delivered by the CONTRACTOR at

no additional cost. The Recycling bins should be delivered by the next regularly scheduled collection day from the date the Recycling bin is requested, but no later than one (1) week from the request date. The Recycling bin shall be for commingled Recyclable Materials consisting of those items designated by the Contract Administrator. Recycling bins shall not be mishandled or treated in a casual or abusive fashion by the CONTRACTOR or the CONTRACTOR'S employees or agents. The CONTRACTOR shall store the Recycling bins on its premises as requested by COUNTY.

- E. Replacement of Recycling Bins. The County shall replace, at its expense, any Recycling bin rendered unserviceable through normal wear and tear of Collection services. The CONTRACTOR shall replace, at its expense, any Recycling bin damaged through the fault or negligence of the CONTRACTOR or its employees. The CONTRACTOR, shall supply to the customer, replacement Recycling bins lost or damaged by the occupant of a Dwelling Unit. CONTRACTOR shall notify COUNTY of any excessive abuse to the Recycling bins by the residential customer.

The CONTRACTOR shall promptly deliver replacement Recycling bins damaged by its employees. The CONTRACTOR shall deliver replacement on the next regularly scheduled Collection day when notified by the Contract Administrator or notified by the occupant of a Dwelling Unit that a Recycling bin is damaged or missing and such damage was not caused by the CONTRACTOR or its employees.

- F. Recycling – Changes to Work. Should unanticipated events, circumstances or changes in law arise or should the COUNTY make recycling program decisions that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary changes and shall enter into an amendment to this contract covering such modifications and compensations to be paid, if any, before undertaking any changes or revisions to such work.

SECTION 6. CHARGES AND RATES

- A. Residential Solid Waste and Curbside Residential Recycling Collection Services.

- 1. On-Service Reports. By the 25th day of each month beginning November 25, 2009, On-Service Reports shall be provided by the COUNTY to CONTRACTOR identifying those residential dwelling units located within the Service Area that received certificates of occupancy and/or were removed during that month.

- B. Commercial Solid Waste Collection Service. The CONTRACTOR shall be responsible for the billing and collection of payments for all Commercial Solid Waste Collection Service, including collection and disposal portions.

The CONTRACTOR may bill quarterly in advance for Commercial Solid Waste Collection Service. The billing shall be in accordance with the rates set forth in Exhibits 4 through 6 and as may be adjusted pursuant to this Contract. The CONTRACTOR'S bill shall be sent to the customer no earlier than the first day of the month preceding the beginning of the period to which the billing applies.

CONTRACTOR shall notify COUNTY in writing at least five (5) business days prior to terminating any Commercial Solid Waste Collection Service within the Service Area, including at a minimum the name, physical address, level of service and reason for the termination of service.

- C. Disposal Charges. Disposal charges for Residential and Commercial Solid Waste Disposal will be accounted for monthly as set forth in Section 6.D

The disposal portion of the rate schedules set forth in Exhibits 4 through 6 shall be subject to an increase or decrease in accordance with changes in the applicable tipping fee.

- D. Monthly Collection and Disposal Charge Accounting. Commencing on November 15, 2009, and no later than the 15th day of every month thereafter, the COUNTY will prepare and deliver to the CONTRACTOR, a monthly invoice. The monthly charges to the CONTRACTOR and the COUNTY payment to the CONTRACTOR will be accounted for as follows:

1. COUNTY will charge the CONTRACTOR for all Commercial Solid Waste tonnage delivered to the Designated County Facilities. Residential Solid Waste shall not be charged a disposal charge when it is collected pursuant to this Contract and maintained separate from any and all Commercial Solid Waste and/or any and all Solid Waste collected from any area not within the unincorporated areas of Lake County.
2. COUNTY will calculate the total tipping fee due from the CONTRACTOR based on the net tonnage multiplied by the current tipping fee per ton.
3. The CONTRACTOR will provide the COUNTY with a monthly "True-Up" listing by the 5th day of every month beginning November 5, 2009. This True-Up shall be applied to the total tonnage to determine the net tonnage. This listing will include curbside customers not covered under the solid waste

assessment and dumpster customers covered by the solid waste assessment. The "True-Up" adjustment will be made to the monthly invoice.

4. The net amount due on the monthly invoice will be payable no later than the tenth (10th) day of the following month.
5. COUNTY will pay CONTRACTOR a Residential Collection Fee, as set forth in Exhibit 2, for each Dwelling Unit in the Service Area. The Residential Collection Fee is payable to CONTRACTOR by COUNTY monthly in arrears based on the County database count on the 25th of each month. Any Dwelling Unit deemed inaccessible in accordance with the provisions of Chapter 21 Lake County Code shall be excluded from the calculation of the Residential Collection Fee.

E. Adjustments to Other Costs and Other Notifications.

1. Refuse Rate Index (RRI).

a. Residential Rates.

Beginning on January 1, 2010, and quarterly thereafter, the CONTRACTOR shall, subject to compliance with all provisions of this Section, receive a quarterly adjustment, increase or decrease, if applicable, in the Collection and the other non-disposal portions of the Residential Solid Waste Collection Service rate set forth in the appropriate Exhibits. The Refuse Rate Index that shall be applied to non-disposal related rates set forth in Exhibit 2 shall be the average of computed Refuse Rate Indices for all Franchisees for each quarter of the referenced fiscal year.

The portion of the rates set forth on Exhibit 2, which do not represent costs of disposal, shall be increased or decreased by the percentage change in the Refuse Rate Index (RRI) quarterly as outlined in Exhibit 9 utilizing the most recent publication of the source documents listed in Exhibit 9, attached hereto and incorporated herein. However, if the COUNTY identifies local factors that are unique to the Central Florida and/or Lake County region for the quarterly period, the COUNTY may adjust the Refuse Rate Index to reflect these local factors. The first and subsequent rate adjustments are outlined in Exhibit 9.

On or before May 15th of each year, the CONTRACTOR, shall deliver to the COUNTY in the format as set forth in Exhibit 9, and as may be further revised by the COUNTY from time-to-time, financial information for the specific services

performed under this Contract. If the CONTRACTOR fails to submit the financial information in the required format prior to May 15th, it is agreed that the CONTRACTOR waives its right to the RRI rate adjustment for that year. Failure to provide the financial information does not preclude the COUNTY from applying the RRI using the prior year's financial data if that application would result in a decrease in the collection and other non-disposal rates.

If the failure to submit the information in a timely manner is the result of extraordinary or unusual circumstances as demonstrated by the CONTRACTOR, the COUNTY may consider the request for the annual RRI rate adjustment after May 15.

As of January 1, 2010, and quarterly thereafter by April 1, July 1, October 1 and January 1, the COUNTY shall notice the CONTRACTOR of the RRI adjustment to the appropriate rate and cost schedules set forth in Exhibits 2 and 3.

b. Commercial Rates.

Beginning on October 1, 2010, and annually thereafter, the CONTRACTOR shall, subject to compliance with all provisions of this Section, receive an annual adjustment increase or decrease, if applicable, in the Collection and the other non-disposal portions of the Commercial Solid Waste Collection Service rates as set forth in the appropriate Exhibits. The Refuse Rate Index that shall be applied to non-disposal related rates set forth in Exhibits 3 through 6 shall be the average of computed Refuse Rate Indices for all Franchisees for the referenced fiscal year.

The portion of the rates set forth on Exhibits 3 through 6, which do not represent costs of disposal, shall be increased or decreased by the percentage change in the Refuse Rate Index (RRI) from the base month, which shall be April of the prior year through April of the current year as contained in the most recent publication of the source documents listed in Exhibit 9, attached hereto and incorporated herein. However, if COUNTY identifies local factors that are unique to the Central Florida and/or Lake County region for the April to April period, the COUNTY may adjust the Refuse Rate Index to reflect these local factors. The first rate adjustment will be based on the percentage change between the April 2009 RRI and the April 2010 RRI, the second rate adjustment will be based on the percentage change between the April 2010 RRI and the April 2011 RRI, and so forth.

On or before May 15th of each year, the CONTRACTOR shall deliver to the COUNTY in the format as set forth in Exhibit 9, and as may be further revised by the COUNTY from time-to-time, financial information for the specific services performed under this Contract. If the CONTRACTOR fails to submit the financial

information in the required format prior to May 15th, it is agreed that the CONTRACTOR waives its right to the RRI rate adjustment for that year. Failure to provide the financial information does not preclude the COUNTY from applying the RRI using the prior year's financial data if that application would result in a decrease in the collection and other non-disposal rates.

If the failure to submit the information in a timely manner is the result of extraordinary or unusual circumstances as demonstrated by the CONTRACTOR, the COUNTY may consider the request for the annual RRI rate adjustment after May 15.

As of September 1, 2010, and annually thereafter by September 1, the COUNTY shall notice the CONTRACTOR of the RRI adjustment to the appropriated rate and cost schedules set forth in Exhibits 4 through 6.

- F. Reinstatement Fee. In the event the CONTRACTOR received a request to reinstate Commercial Solid Waste Collection Services from a customer for whom such services have been voluntarily or involuntarily discontinued within the preceding twelve (12) months, CONTRACTOR may charge the customer a reinstatement fee not to exceed \$20.00 per occurrence, prior to reinstating service. However, in the event the CONTRACTOR elects to charge the customer the container replacement fee as set forth below in paragraph 6. G. this reinstatement fee shall not be charged to the customer.
- G. Container Replacement Fee. In the event the CONTRACTOR discontinues Commercial Collection Service and physically removes a customer's Container, as a result of not receiving payment for Commercial Collection Services, the CONTRACTOR may charge the customer a container replacement fee not to exceed \$50.00 per Container to that customer. However, in the event the CONTRACTOR elects to charge the customer the reinstatement fee as set forth above in paragraph 6. F., this container replacement fee shall not be charged to the customer.

SECTION 7. UNUSUAL COSTS.

- A. State Sales or Service Tax. In the event the State of Florida requires the CONTRACTOR to begin paying sales or service tax on Residential or Commercial Solid Waste Collection Services, Curbside Yard Trash Recycling Collection Services or Curbside Residential Recycling Collection Services as set forth in this Contract, the CONTRACTOR shall be allowed to pass on the applicable sales or service tax due.
- B. Other Costs. The CONTRACTOR may petition the COUNTY at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operation that could not reasonably be foreseen by a prudent operator and

which, by all reasonable expectations, will continue. The CONTRACTOR'S written request shall contain substantial proof and justification to support the need for the rate adjustment. The COUNTY may request from the CONTRACTOR such further information as may be necessary to make a determination. The COUNTY shall approve or deny the request in a timely manner. In the event the request IS approved the adjustment will be retroactive to the date the cost was first incurred.

SECTION 8. HOLIDAYS.

The CONTRACTOR shall not be required to provide Residential Solid Waste Collection Services, or Curbside Residential Recycling Collection Services, or Curbside Yard Trash Recycling Collection, or maintain office hours on COUNTY holidays as set forth in Exhibit 8, attached hereto and incorporated herein. Residential Solid Waste (Garbage, Rubbish or Yard Waste) which is scheduled for twice a week Collection but which is not Collected on the holidays shall be collected on the next regularly scheduled collection day for such customers from whom such solid waste was not collected because of the holiday. Recyclable Materials which are scheduled for once a week pick-up but which are not collected on the holiday shall be collected on the next regularly scheduled Recyclable Materials Collection day. CONTRACTOR shall notify all CUSTOMERS whose normal collection day falls upon such holiday that no collection service will be provided on such holiday and the date of the make-up collection day, at least ten (10) days but not more than thirty (30) days prior to said holiday. The notice shall be in the form of a press release or public service announcement, in a newspaper of general circulation within the County, or an individual notice. The COUNTY will reasonably extend the disposal facility operating hours on the holiday make-up day, upon request from CONTRACTOR, to accommodate the CONTRACTOR.

SECTION 9. CONTRACTOR'S PERSONNEL.

- A. The CONTRACTOR shall assign a qualified person or persons to be in charge of the operations within the Service Area and shall provide the names and telephone numbers of those persons in writing to the Contract Administrator.
- B. The CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. The CONTRACTOR shall be responsible for ensuring that its employees comply with all applicable laws, ordinance, rules and regulations, and meet all federal, state, and local requirements related to their employment and position. All employees shall be properly trained and certified as required for their position. Background checks shall be performed on all new employees. CONTRACTOR shall supply proof of training and background checks upon request by the COUNTY.

- C. The COUNTY may request the transfer of any employee of the CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.
- D. Each driver of a Collection vehicle shall at all times carry a valid Florida driver's license and all other required licenses for the type of vehicle that is being operated.

SECTION 10. SPILLAGE AND LITTER.

The CONTRACTOR shall not litter in the process of making Collections, but shall not be required to collect any Residential Solid Waste, Commercial Solid Waste, Yard Trash or Recyclable Materials that has not been either placed or prepared in a manner as set forth herein. The CONTRACTOR shall transport all Residential Solid Waste, Commercial Solid Waste or Recyclable Materials in such a manner as to prevent the spilling or blowing from the CONTRACTOR'S vehicle. The CONTRACTOR shall promptly clean up all spillage caused by the CONTRACTOR.

SECTION 11. COLLECTION EQUIPMENT.

- A. The CONTRACTOR shall have on hand at all times, in good working order, such Solid Waste Collection, and Recycling Collection equipment as shall permit the CONTRACTOR to adequately and efficiently perform the duties specified in this Contract. Upon execution of this contract by the CONTRACTOR, and annually thereafter, the CONTRACTOR shall provide a list of equipment, including the reserve equipment, to be used by the CONTRACTOR to provide services relating to this Contract. Solid Waste Collection equipment shall be enclosed, loader-packer type. Recycling Collection equipment shall be of the type which will accommodate Curbside Residential Recycling Collection Service as defined herein using the Recycling bins provided by the COUNTY.
- B. All equipment shall be kept in good repair and appearance and in a sanitary, reasonably clean condition at all times. The CONTRACTOR shall have available to it, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.
- C. The CONTRACTOR'S name, office telephone number, and other reasonable identifying symbols as may be prescribed by the COUNTY shall be properly displayed on all Collection vehicles.

- D. Any damage to a roadway surface caused by CONTRACTOR'S Collection vehicle shall be promptly repaired, at CONTRACTOR'S sole expense, to, at a minimum, a condition comparable to the pre-damage condition.

SECTION 12. EXEMPT WASTE.

The Contractor shall not be required to Collect nor dispose of Exempt Waste, but may offer such services. All such Collection and disposal of Exempt Waste are not regulated under this Contract, but if provided by the CONTRACTOR shall be in strict compliance with all federal, state, and local laws, ordinances, rules and regulations.

SECTION 13. OFFICE.

- A. The CONTRACTOR shall maintain an office in Lake County where complaints can be received and which provide toll-free telephone access for customers living in the Service Area. Such office shall be equipped with sufficient telephones and shall have responsible persons in charge during hours of collection, including Saturdays, and shall be open to the public during normal business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays as defined in Section 8 herein. The CONTRACTOR shall provide either a telephone answering service or mechanical device to receive customer inquiries during those times when the office is closed.
- B. The CONTRACTOR shall provide the Contract Administrator with an emergency phone number where the CONTRACTOR can be reached outside of the required office hours.

SECTION 14. SERVICE INQUIRIES AND COMPLAINTS.

- A. All service inquiries and complaints shall be directed to the CONTRACTOR. The CONTRACTOR will handle all service complaints in a prompt and efficient manner. Complaints received before 12:00 p.m. (noon) of a working day shall be addressed and resolution attempted that day; complaints received after 12:00 p.m. shall be addressed and resolution attempted no later than the next day of work. In the case of a dispute between a CONTRACTOR and a customer, the matter will be reviewed and a decision made by the Contract Administrator.
- B. The CONTRACTOR will maintain a written record of all inquiries and complaints in a manner and format prescribed by the COUNTY. The following information will be provided for each inquiry or complaint: date; time of call; person calling; address of person calling; telephone number of person calling; reason for inquiry or complaint; and action taken by CONTRACTOR. The CONTRACTOR will, upon request, file with the Contracts Administrator a copy of the completed forms for all inquiries and complaints received by the CONTRACTOR during the preceding month.

- C. The CONTRACTOR shall provide the Contract Administrator with a report on the disposition of any unresolved complaint involving a claim of damage to private or public property as a result of actions of the CONTRACTOR'S employees, agents, or subcontractors.

SECTION 15. QUALITY OF PERFORMANCE OF CONTRACTOR.

- A. It is the intent of the COUNTY to ensure that the CONTRACTOR provides a quality level of Collection services. To this end, all complaints shall be promptly resolved pursuant to the provisions of Section 14 of this Contract. In the event legitimate complaints are not timely resolved or are repeated, as determined by the Contract Administrator, the Contract Administrator may levy administrative charges of \$100.00 per day, per incident, as applicable, for those actions related to service as listed below. Properties with repeated complaints may also be placed on a "Monitor Process" as requested by the Contract Administrator.

1. Commingling Residential Solid Waste with Recyclable materials
2. Commingling Acceptable Solid Waste (Garbage, Rubbish or Yard Trash) with unacceptable solid waste (Bulk Items).
3. Failure to clean-up spillage caused by the CONTRACTOR.
4. Failure to replace damaged Containers or Garbage Cans in the required time period: forty-eight (48) hours, except for Sundays or holidays.
5. Failure to replace Containers, Garbage Cans or Recycling bins in the designated location; crossing planted areas; or similar violations.
6. Failure to timely repair damage to roadway surface or to Customer's property caused by CONTRACTOR or its employees.
7. Failure to maintain office hours as required by this Contract without just and reasonable cause.

8. Failure to maintain or submit to the COUNTY, all documents and reports required under the provisions of this contract.
 9. Failure to properly cover materials in Collection vehicles.
 10. Failure to display CONTRACTOR'S name and phone number on Collection vehicles.
 11. Failure to comply with the hours of operation as set forth within this Contract.
 12. Failure or neglect to provide Collection service to any Dwelling Unit in the Service Area.
 13. Throwing or otherwise mishandling of Garbage Can, lid or Recycling bin.
 14. Blocking roadway or driveway with Garbage Can, lid or Recycling bin.
 15. Abusive or inappropriate behavior by CONTRACTOR'S employees.
 16. Failure to collect solid waste or recyclable materials for two (2) consecutive regularly scheduled collection days.
 17. Failure to provide sufficient telephone access lines and/or after hours answering service or machine to reasonably allow customer access to CONTRACTOR.
- B. The Contract Administrator may also levy administrative charges in an amount of \$250.00 per day, per incident for the following complaints including:
1. Failure to maintain equipment in a safe, sanitary and reasonably clean manner.
 2. Failure to have vehicle operators properly licensed.
 3. Failure to file required documentation as required under Section 16.

- C. The administrative charge for failure or neglect to complete each route on the regular scheduled pick-up day shall be \$1,000.00 per route for each day the route is not completed. A route will be considered incomplete if a minimum of 10 residences or 3 streets, roadways, etc. are not collected. This administrative charge may be waived by the Contract Administrator in the event of unusual or extraordinary circumstances which shall be supported by written documentation from the CONTRACTOR. Any such written documentation shall be submitted to the Contract Administrator within 48 hours after each route was scheduled to be completed in order to be considered timely submitted by the Contract Administrator.
- D. Changing route days without proper notification will result in an administrative charge of \$1,000.00 per incident.
- E. Failure to deliver any Residential or Commercial Solid Waste, Recyclable Materials, or Yard Trash to a Designated County Facility or failure to collect and maintain Residential and Commercial Solid Waste collected in the Service Area pursuant to this Contract separate and apart from each other and from any and all waste collected in the incorporated areas and/or outside of Lake County will result in the following administrative charges:

First Offense - \$1,000.00 Administrative Charge

Second Offense - \$2,500.00 Administrative Charge

Third Offense - \$10,000.00 Administrative Charge

Fourth Offense – Notice of termination of Contract. Said notice may be appealed to the Board within fifteen (15) days of the date of said notice. The Board shall hear the appeal within thirty (30) days.

- F. For the purpose of this section, the Contract Administrator may deduct any administrative charge from payments due, or to become due, to the CONTRACTOR.

The Contract Administrator may assess administrative charges pursuant to this Section on a monthly basis in connection with this contract. The Contract Administrator shall notify the CONTRACTOR in writing of the administrative charges assessed and the basis for each administrative charge. The CONTRACTOR shall pay the administrative charge within thirty (30) days of the notice.

In the event the CONTRACTOR wishes to contest such administrative charge it shall, within five (5) days after receiving such monthly notice, request in writing that the Contract Administrator request a hearing date before the Board to present its defense to such assessment. The administrative charge shall be abated during the contest period. In the event the charge is upheld, the Board may apply the administrative charge retroactively from the date it became effective for each day the incident continued unresolved. The Board shall notify the CONTRACTOR in writing of any action taken with respect to the CONTRACTOR'S claims and the decisions of the Board shall be the final Administrative action.

SECTION 16. FILING OF REQUESTED INFORMATION AND DOCUMENTS.

- A. In addition to any other requirements of this Contract, the CONTRACTOR shall be required to file statistical and other pertinent information pertaining to Residential and Commercial Solid Waste Collection Services and Commercial and Residential Curbside Recycling Collection Services as may be requested by the COUNTY to comply with the provisions of Chapter 403, F.S., as amended, other pertinent rules, laws and regulations and interlocal agreements the COUNTY has or may enter into during the term of this Contract.

- B. The CONTRACTOR shall file and keep current with the COUNTY all documents and reports required by this Contract. Provisions shall be made by the CONTRACTOR to provide such documents and reports by means of currently established standards of electronic protocol, applications, form and format as stipulated by the COUNTY. The accepted 32-bit application suite is Microsoft Office Professional 97/2000 until amended by the COUNTY. The minimum standard for data exchange between the CONTRACTOR and the COUNTY is herein set to the American Standard Code for Information Interchange (ASCII).

- C. Prior to September 15th of each year this Contract is in effect, the CONTRACTOR, based on a list provided by the County, shall ensure and certify to the COUNTY that all required documents such as, but not limited to, certification of insurance, performance bond, route schedules and maps, drivers license certifications, and lists of collection equipment vehicles are current and on file with the COUNTY. Such documents and reports not requiring original signature and/or seal shall be provided in the form and format specified in paragraph B above.

- D. The Assessment or payment of any administrative charges imposed upon CONTRACTOR by virtue of this entire section shall not constitute a defense to neither the CONTRACTOR nor an election of remedies by neither the COUNTY nor an estoppel against the COUNTY nor prevent the COUNTY from terminating this Contract. The election of the COUNTY to refrain from assessing administrative charges, suspending or terminating the Contract, or seeking any other relief for any failure of the CONTRACTOR shall not constitute a waiver on the part of the COUNTY of its right to pursue a remedy for future failure to perform by the CONTRACTOR.

SECTION 17. EMERGENCY SERVICES PROVISIONS.

In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the Contract Administrator may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the Contract Administrator when it is anticipated that normal routes and schedule can be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed.

The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the County. The COUNTY shall pay the CONTRACTOR above the normal compensation contained in the Contract, to cover the costs of rental equipment, additions personnel, overtime hours and other documented expenses provided the CONTRACTOR has first secured written authorization and approval from the COUNTY.

SECTION 18. PERMITS AND LICENSES.

The CONTRACTOR shall obtain, at its own expense, all permits and licenses required by federal, state and local laws, ordinances, rules and regulations and maintain same in full force and effect for the term of this contract.

SECTION 19. PERFORMANCE BOND.

Prior to commencing service under this Contract, the CONTRACTOR shall furnish to the County, and keep current, an irrevocable letter of credit or a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in the amount of Five

Hundred Thousand Dollars (\$500,000.00) in a form acceptable to a surety company licensed to do business in the State of Florida; having an "A-" or better rating by A.M. Best or Standard and Poors; and included on the list of surety companies approved by the Treasurer of the United States.

SECTION 20. INSURANCE.

The CONTRACTOR shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the CONTRACTOR against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of the contract. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the CONTRACTOR is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

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

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers'

compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability Insurance with the following minimum limits and coverage:

Each Accident	\$100,000,000
Disease-Each Employee	\$100,000,000
Disease-Policy Limit	\$100,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$100,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____

Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the CONTRACTOR or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

SECTION 21. INDEMNITY.

A. The COUNTY has paid good and valuable consideration in the amount of Ten Dollars (\$10.00) to CONTRACTOR, which CONTRACTOR hereby acknowledges receipt of, and for said consideration, CONTRACTOR agrees as follows:

1. CONTRACTOR shall indemnify and save harmless and defend COUNTY, its agents, servants, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, servants or employees in the performance of service under this Contract. The COUNTY reserves the right to retain counsel of its own choice at its own expense, or, in the alternative, to approve counsel obtained by the CONTRACTOR.

2. CONTRACTOR further agrees to indemnify, save harmless and defend COUNTY, its agents, servants, and employees from and against any claim, demand or cause of action of whatever kind or nature, including death,

arising out of any conduct or misconduct of the CONTRACT not included in Section 21.A.1. above.

3. This indemnification shall also include any claim or liability arising from, or in any way related to, actual or threatened damage to the environment, COUNTY cost of investigation, personal injury or death, or damage to property, due to a release or improper handling by CONTRACTOR of any Exempt Waste.
 4. The execution of this Contract by CONTRACTOR shall obligate CONTRACTOR to comply with the foregoing indemnification provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth in Section 20.
 5. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Contract.
- B. The CONTRACTOR shall require all subcontractors who are engaged to perform Residential or Commercial Solid Waste or Curbside Residential Recycling Collection Services to enter into a contract containing the provisions set forth in the proceeding subsection in which contract the subcontractor fully indemnifies the COUNTY in accordance with this Contract.

SECTION 22. BOOKS AND RECORDS.

- A. The CONTRACTOR shall keep records, which are adequate to meet all requirements as are set forth herein. Such records shall related only to this specific Service Area and Contract and shall be kept separate and apart from all other records maintained by the CONTRACTOR.

- B. The COUNTY or its designee shall have the right to review and/or audit records maintained by the CONTRACTOR, related to this Contract, on three (3) business days written notice. Financial schedules as specified by the COUNTY pertaining only to this specific Contract and Service Area, shall be delivered to the COUNTY no later than May 15th of each year during the term of this Contract. The annual RRI adjustments will not be granted to the CONTRACTOR unless all required financial information has been filed in a timely manner. COUNTY will advise the CONTRACTOR when the submission is incomplete. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement.

SECTION 23. POINT OF CONTACT.

The day-to-day dealings between the CONTRACTOR and the COUNTY shall be between the CONTRACTOR and the Contract Administrator. CONTRACTOR shall designate in writing an employee to handle the day-to-day contract with the COUNTY. The COUNTY shall be notified in writing of any change to the point of contract.

SECTION 24. NOTICE.

All notices, requests, consents and other communications required or permitted under this Contract shall be in writing, which may include telex, telecopied, and telegraphic communications, and shall be, as elected by the person giving such notice, hand delivered by messenger or courier service, telecopied, telecommunicated, or mailed by registered or certified mail, return receipt requested, and addressed to:

If to the COUNTY:

County Manager
Lake County Administration Building
315 W. Main Street
P.O. Box 7800
Tavares, FL 32778

Copy to:

Contract Administrator
Lake County Environmental Utilities
13130 County Landfill Road
P.O. Box 7800
Tavares, FL 32778

If to the CONTRACTOR:

District Manager
Waste Management Inc. of Florida
8708 NE 44th Drive
Wildwood FL 34785

Copy to: General Council
Waste Management Inc. of Florida
2700 NW 48th St
Pompano Beach, FL 33073

or to such other address as any party may designate by written notice complying with the terms of this Section. Each notice shall be deemed delivered:

- (a) on the date delivered if by personal delivery;
- (b) on the date telecommunicated if by telecopy or telegraph;
- (c) on the date of transmission with confirmed answer back if telex, telefax, or other telegraphic method; and
- (d) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

SECTION 25. DEFAULT OF CONTRACT.

A. The COUNTY may cancel this Contract, except as otherwise provided below in this Section, by giving the CONTRACTOR thirty (30) days advance written notice, to be served as provided in Section 24, upon the happening of any one of the following events:

1. The CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

2. By order or decree of a Court, the CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or
3. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or government board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the CONTRACTOR, and such possession or control shall continue in effect for a period of sixty (60) days; or
4. The CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the administrative charges or other monies due to the COUNTY and said default is not cured within thirty (30) days of receipt of written notice by COUNTY to do so;
5. The CONTRACTOR has defaulted by allowing any final judgment of the payment of money to stand against it unsatisfied which could potentially affect the CONTRACTOR'S ability to perform pursuant to this Contract and said default is not cured within thirty (30) days of receipt of written notice by COUNTY to do so; or
6. In the event the monies due the COUNTY under subsection (4) above or an unsatisfied final judgment under subsection (5) above is the subject of a judicial proceeding, the CONTRACTOR shall not be default if the sum of money is bonded. All bonds shall be in the form acceptable to the COUNTY Attorney; or
7. The CONTRACTOR has defaulted, by materially failing or refusing to perform or observe the terms, conditions or covenants in this Contract or any of the rules and regulations promulgated the COUNTY pursuant thereto or has wrongfully failed or materially refused to comply with the instructions of the Contract Administrator relative thereto and said default is not cured within thirty (30) days of receipt of written notice by the COUNTY to do so, or if by reason of the nature of such default, the same cannot be

remedied within the thirty (30) days following receipt by the CONTRACTOR of written demand from the COUNTY to do so, the CONTRACTOR fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof, with the CONTRACTOR having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time. No notice to cure a default will be required if CONTRACTOR fails to perform under Subsections A.1., A.2., and A.3 B and C of this section 25 hereof.

- B. However, notwithstanding anything contained herein to the contrary, for the failure of the CONTRACTOR to provide Collection services for a period of three (3) consecutive scheduled working days, the COUNTY may secure the CONTRACTOR'S billing records on the fourth (4th) working day in order to provide interim Contract Collection services until such time as the matter is resolved and the CONTRACTOR is again able to perform pursuant to this Contract; provide, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of fifteen (15) working days all liability of the COUNTY under this Contract to the CONTRACTOR shall cease and this Contract may be deemed terminated by the COUNTY.

- C. Notwithstanding the foregoing and as supplemental and additional means of termination of this Contract under this Section, in the event that the CONTRACTOR'S record of performance shows that the CONTRACTOR has frequently, regularly or repetitively materially defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR, in the opinion of the COUNTY and regardless of whether the CONTRACTOR has corrected each individual condition of default, the CONTRACTOR shall be deemed a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative, and collectively shall constitute a condition of irredeemable default. The COUNTY shall thereupon issue the CONTRACTOR a final written warning citing the circumstances therefore, and any material single to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Contract. In the event of any such subsequent default, the COUNTY may terminate this Contract upon giving of written Final Notice to the CONTRACTOR, and all contractual fee due hereunder plus any and all charges and interest shall be payable to said date, and the CONTRACTOR shall have no further rights hereunder and immediately upon the specified date in such Final Notice the CONTRACTOR shall proceed to cease any further performance under the Contract.

- D. In the event of the aforesaid events specified in subsections A., B., and C., above and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the COUNTY'S written notice to the CONTRACTOR and upon said date this Contract shall be deemed immediately terminated and upon such termination all liability of the COUNTY under this Contract to the CONTRACTOR shall cease, and the COUNTY shall have the right to call the performance bond or collect on the full amount of the irrevocable letter of credit and shall be free to negotiate with other contractors for the operation of the herein specified services. For failure to perform CONTRACTOR shall reimburse the COUNTY all direct and indirect costs of providing interim solid waste and recycling collection services.
- E. The CONTRACTOR recognizes that the failure on the part of CONTRACTOR to comply with the terms of this Contract is likely to cause irreparable damage to the COUNTY and damages at law would be an inadequate remedy. Therefore, the CONTRACTOR agrees that in the event of a breach or threatened breach of any of the terms of the Contract by the CONTRACTOR, the COUNTY shall be entitled to an injunction restraining such breach or to a decree of specific performance, or both without showing or proving any actual damage, together with recovery of reasonable attorney's fee and cost incurred in obtaining said equitable relief until such time as a final and binding determination is made by the court. The foregoing equitable remedy shall be in addition to, and not in lieu of, all remedies or rights which the COUNTY may otherwise have by virtue of any breach of this Contract by the CONTRACTOR. The COUNTY shall be entitled to seek injunctive relief without the posting of any bond or security to obtain the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Contract. The COUNTY shall also be able to seek injunctive relief to prohibit any act or omission by the CONTRACTOR or its employees that constitutes a violation, or to prevent the occurrence of any threatened default by the CONTRACTOR of this Contract. The provisions of Chapter 57, Florida Statutes, Section 57.105, shall apply to the award of attorney's fee.
- F. Notwithstanding anything to the contrary contained herein, COUNTY'S obligation to pay any amounts due for those fiscal periods succeeding the current fiscal period are contingent upon appropriation of funds. Therefore, in the event no funds are appropriated in any fiscal period for payments under this Contract, COUNTY may terminate the Contract and services provided without penalty or further payment to attorney.

SECTION 26. MODIFICATIONS TO THE CONTRACT DUE TO PUBLIC WELFARE, CHANGE IN LAW OR CHANGE IN COUNTY ORDINANCES OR REGULATIONS.

The COUNTY shall have the power to make changes in this Contract as the result of changes in federal or state laws or regulations or Chapter 21, Lake County Code, or COUNTY resolution adopting regulations so as to impose new laws, ordinances, rules and regulations on the CONTRACTOR under this Contract relative to the scope and methods of providing Residential and Commercial Solid Waste Collection Services, Curbside Residential Recycling Collection Services, and Curbside Residential yard Trash Recycling Collection Service as shall from time-to-time be necessary and desirable for the public welfare. The COUNTY shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Residential Solid Waste Collection Services, Commercial Solid Waste Collection Services, and Curbside Residential Recycling Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the CONTRACTOR.

The COUNTY and the CONTRACTOR understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Contract. The CONTRACTOR agrees that the terms and provisions of Chapter 21, Lake County Code, as it now exists or as it may be amended subsequent to the execution of this Contract, as well as regulations adopted by COUNTY resolution shall apply to all of the provisions of this Contract and the customers of the CONTRACTOR located within the Service Area. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The COUNTY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Contract, the COUNTY and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation for any additional services or other obligations required of the CONTRACTOR due to any modifications in the Contract under this Section.

SECTION 27. INDEPENDENCE OF CONTRACT.

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 or joint venture between the parties hereto, or as constituting the CONTRACTOR as an agent, representative or employee of the COUNTY for any purpose whatsoever. The CONTRACTOR is to be, and shall remain, an independent contractor with respect to all services performed under this Contract. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, and employees, permitted contractors and permitted subcontractors.

SECTION 28. EMPLOYEE STATUS.

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

SECTION 29. EQUAL OPPORTUNITY EMPLOYMENT.

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age, or national origin and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. This provision shall include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 30. FORCE MAJEURE.

- A. An Event of Force Majeure is an act that happens by the direct immediate and exclusive operation of the forces of nature, uncontrolled and uninfluenced by the power of man, and without human intervention and is of such a character that it would not have been prevented or escaped from by any amount of foresight or prudence or by any reasonable degree of care, or diligence, such as lightning, tempest, perils of sea, hurricanes, tornadoes, and earthquakes. A ward shall be included.
- B. Either party shall be excused from performance (except for each party's payment obligations hereunder) when its nonperformance was caused directly or indirectly by an Event of Force Majeure. The affected party shall give to the other party prompt written notice of the Force Majeure describing reasonable full particulars concerning it. Thereupon the obligations of the party giving the notice so far as they are affected by the Force Majeure shall suspend during, but no longer than the continuance of, the Event of Force Majeure and for a reasonable time thereafter required to remedy the physical damages or return to normal operations or both.
- C. Any party excused from performing any obligations under this Contract pursuant to Section 30.A. shall promptly, diligently and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under the Contract.

- D. The party whose performance is excused due to the occurrence of an Event of Force Majeure shall, during such period, keep the other party duly notified of all such actions required in order for it to be able to commence or resume performance of its obligations under this contract.

- E. No Event of Force Majeure shall excuse either party from its payment obligations hereunder and the COUNTY shall not be liable for any loss by CONTRACTOR due to an Event of Force Majeure.

SECTION 31. RIGHT TO REQUIRE PERFORMANCE.

The failure of the COUNTY at any time to require performance by the CONTRACTOR of any provision hereof shall in no way affect the right of the COUNTY thereafter to enforce same. Nor shall waiver by the COUNTY of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

SECTION 32. LAWS TO GOVERN.

This Contract shall be governed by the laws of the State of Florida and the Ordinances, Lake County Code and resolutions of the COUNTY both as to interpretation and performance. The parties agree that any suit, action or legal proceeding arising out of or relating to this Contract shall be brought in Lake County or Federal Court when appropriate, and the Contract shall be interpreted according to the laws of the State of Florida.

SECTION 33. COMPLIANCE WITH LAWS.

The CONTRACTOR, its officers, agents, employees, and permitted subcontractors shall comply with all federal, state, and local laws, ordinances, rules, and regulations.

SECTION 34. SEVERABILITY.

If any provision of this Contract shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 35. TITLE TO WASTE AND RECYCLABLES.

- A. Residential and Commercial Solid Waste. Title to all Residential and Commercial Solid Waste collected by the CONTRACTOR pursuant to this Contract shall immediately vest with the COUNTY upon possession by the CONTRACTOR. All responsibilities for the safe and proper delivery of the Residential and Commercial Solid Waste to a Designated County Facility shall be with the CONTRACTOR.

- B. Recyclable Materials. Title to the Recyclable materials shall immediately vest with the COUNTY upon possession by the CONTRACTOR. All responsibilities for the safe and proper delivery of the Recyclable Materials to a Designated County Facility shall be with the CONTRACTOR. All revenues and processing or disposal charges related to the disposition of the Recyclable Materials shall be the responsibility of the COUNTY.

SECTION 36. ASSIGNMENT OR SUBCONTRACT.

No assignment or subcontract of this Contract or any right occurring under this Contract shall be made in whole or in part by the CONTRACTOR without the express written consent of the COUNTY. Assignment shall include any transfer of twenty percent (20%) of stock or control in CONTRACTOR unless said transfer of stock or control is in a publicly held company. The COUNTY shall have full discretion to approve or deny, any subcontract, any proposed assignment or assignment by the CONTRACTOR. However, approval shall not be unreasonably withheld. Any assignment or subcontract of this Contract made by the CONTRACTOR without the express written consent of the County shall be null and void and shall be grounds for the COUNTY to declare a default of this Contract and immediately terminate this Contract by giving written notice to the CONTRACTOR. Upon the date of such notice this Contract shall be deemed terminated and upon such termination all obligations of the COUNTY under this Contract to the CONTRACTOR shall cease. The COUNTY shall be free to negotiate with other contractors or any other person or company for the service of the Service Areas which are the subject of this Contract. When an assignment is approved by the COUNTY, the assignee shall fully assume all terms, obligations, covenants and promises of the CONTRACTOR provided for herein and shall so indicate in writing prior to the request for approval.

SECTION 37. MODIFICATION.

This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 38. LOCAL IMPROVEMENTS.

COUNTY reserves the right to construct any roadway improvements or to permit construction in any street, road or alley, which may have the effect of preventing the CONTRACTOR from traveling its accustomed route or routes for solid waste and recycling collection. However, the CONTRACTOR shall continue to provide solid waste and recycling collection services through a passable, route to the same extent as though no interference existed upon the streets, roads or alleys formerly traverse. This shall be done without extra cost of the COUNTY.

SECTION 39. PERFORMANCE GUARANTEE.

In the event a contractor that has an exclusive franchise for another Service Area of unincorporated Lake County is unable or unwilling to provide the services required, CONTRACTOR agrees to the extent it has available staff and equipment, to provide those services as required by the COUNTY. The services to be provided in the un-serviced Service Area shall be at the same rate and under the same conditions that the non-performing CONTRACTOR was providing those services.

If it is determined the non-performing CONTRACTOR shall not be able to provide services in the future, the remaining CONTRACTORS and the COUNTY may readjust the Service Areas so as to provide Solid Waste and Recycling Collection Services on a permanent basis and maintain equitable percentages of market share. The COUNTY reserves the right to seek a new contractor for the un-served Service Area.

SECTION 40. REMEDIES CUMULATIVE.

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 party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is to be interpreted as a penalty upon any party to this Contract. The parties hereby agree that the rights of the COUNTY in the event the CONTRACTOR takes or fails to take certain actions pursuant to this Contract, are reasonable, and that the parties desire such certainty with regard to such matters.

SECTION 41. NO CONTINGENT FEE.

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee or agent working solely for CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee or agent working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of making of this Contract. For the breach of violation of this provision, COUNTY shall have the right to terminate the Contract without liability at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 42. ENTIRE CONTRACT.

The parties to this Contract hereby agree and understand that the previous contract/agreement entered into between the parties pertaining to the collection of solid waste and recyclables and executed by the last party on October __, 2002 which by its terms expires on September 30, 2009 is hereby mutually terminated as of September 30, 2009.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicted upon any prior representations or agreement whether oral or written. The parties acknowledge that this Contract was negotiated at arms length by the parties, with adequate representation on an equal basis, and the filing of a suit challenging the negotiated terms of this Contract by either party shall be deemed a default and this Contract shall be terminated as provided herein.

SECTION 43. LEGAL REPRESENTATION.

It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Contract and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

SECTION 44. EFFECTIVE DATE.

This Contract shall become effective October 1, 2009, and the CONTRACTOR shall begin Residential and Commercial Solid Waste Collection Services and Curbside Residential Recycling Collections Services, as covered herein, as of October 1, 2009.

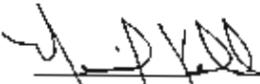
IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: LAKE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board actions on the October 28, 2009 and _____ duly authorized to execute same.

AMENDED & RESTATED SOLID WASTE & RECYCLING COLLECTION CONTRACT
LAKE COUNTY AND FLORIDA RECYCLING SERVICES, INC.

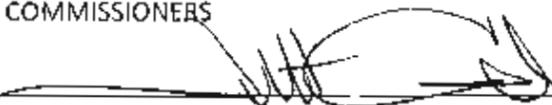
ATTEST:

COUNTY:

LAKE COUNTY, through its BOARD OF COUNTY COMMISSIONERS



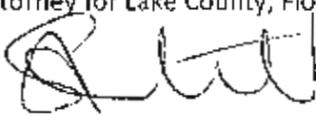
NEIL KELLY, CLERK OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA



WELTON G. CADWELL, CHAIRMAN

This 18th day of November 2008.

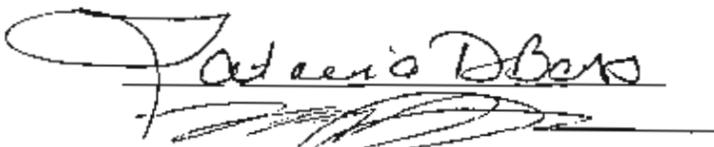
Approved as to form and legality by County Attorney for Lake County, Florida

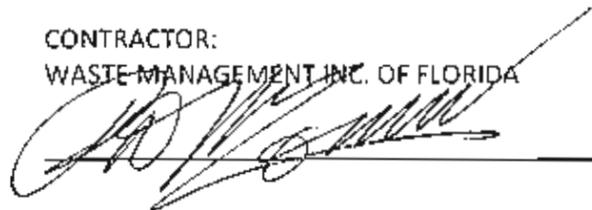


SANFORD A. MINKOFF, COUNTY ATTORNEY

WITNESSES:

CONTRACTOR:
WASTE MANAGEMENT INC. OF FLORIDA





OR

(SEAL)

ATTEST:

ATTEST:

EXHIBIT 1

WASTE MANAGEMENT RESIDENTIAL FRANCHISE AREA #2

Double Residential Service Area:

All of the following lying in Lake County, Florida;

Double Residential Service Area:

All of Township 18 South, Range 24 East;

All of Township 19 South, Range 24 East;

All of Township 20 South, Range 24 East;

All of Township 21 South, Range 24 East;

All of Township 18 South, Range 25 East;

All of Township 19 South, Range 25 East;

Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, and 32, all in Township 20 South, Range 25 East;

All of Township 21 South; Range 25 East

Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35, all in Township 18 South, Range 26 East;

All of Township 21 South, Range 26 East;

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, all in Township 22 South, Range 26 East;

Sections 7 and 18, Township 22 South, Range 27 East, lying Westerly of the waters of Lake Apopka

Single Residential Service Area:

No Single Residential Service

WASTE MANAGEMENT RESIDENTIAL FRANCHISE AREA #3

All of the following lying in Lake County, Florida:

All of Township 22 South, Range 24 East;

All of Township 23 South, Range 24 East;

All of Township 24 South, Range 24 East;

All of Township 22 South, Range 25 East;

All of Township 23 South, Range 25 East;

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 35, and 36 all in Township 24 South; Range 25 East

Sections 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36 all in Township 24 South, Range 25 East;

All of Township 23 South, Range 26 East;

All of Township 24 South, Range 26 East.

WASTE MANAGEMENT
COMMERCIAL FRANCHISE AREA #2

All of the following lying in Lake County, Florida;

All of Township 18 South, Range 24 East;

All of Township 19 South, Range 24 East;

All of Township 20 South, Range 24 East;

All of Township 21 South, Range 24 East;

All of Township 22 South, Range 24 East;

All of Township 18 South, Range 25 East;

All of Township 19 South, Range 25 East;

All of Township 20 South, Range 25 East;

All of Township 21 South, Range 25 East;

All of Township 22 South, Range 25 East;

Sections 6, 7, 18, 19, 30, and 31, all in Township 18 South, Range 26 East;

Sections 6, 7, 18, 19, 30, and 31, all in Township 19 South, Range 26 East;

Sections 6, 7, 18, 19, 30, and 31, all in Township 20 South, Range 26 East;

All of Township 21 South, Range 26 East;

All of Township 22 South, Range 26 East;

Sections 7 and 18, Township 22 South, Range 27 East, lying westerly of the waters of Lake

Apopka

WASTE MANAGEMENT
COMMERCIAL FRANCHISE AREA #3

All of the following lying in Lake County, Florida:

All of Township 23 South, Range 24 East;

All of Township 24 South, Range 24 East;

All of Township 23 South, Range 25 East;

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 35, and 36 all in Township 24 South, Range 25 East;

All of Township 23 South, Range 26 East;

All of Township 24 South, Range 26 East.

Exhibit 2

Lake County, Florida

Effective Rates October 1, 2008

Residential Solid Waste Collection Service Area #2

	Annual Collection Fee*	Monthly Collection Fee per Dwelling Unit
Twice per week Service	\$126.00	\$10.50
Once per week Service	\$126.00	\$10.50

*Annual Collection Fee is subject to an annual adjustment through the Refuse Rate Index process commencing October 1, 2009, and quarterly thereafter as set forth in Section 6.E.1 and Exhibit 9.

Residential Solid Waste Collection Service Area #3

	Annual Collection Fee*	Monthly Collection Fee per Dwelling Unit
Twice per week Service	\$142.32	\$11.86
Once per week Service	\$142.32	\$11.86

*Annual Collection Fee is subject to an annual adjustment through the Refuse Rate Index process commencing October 1, 2009, and quarterly thereafter as set forth in Section 6.E.1 and Exhibit 9.

Exhibit 3
 Lake County, Florida
 Residential Container Service
Rates Effective October 1, 2008

	Collection & Maintenance					
	1 Per Week	2 Per Week	3 Per Week	4 Per Week	5 Per Week	6 Per Week
2 CY	\$ 64.73	\$ 111.21	\$ 157.69	\$ 204.16	\$ 250.65	\$ 297.1
3 CY	\$ 81.66	\$ 141.16	\$ 201.12	\$ 260.63	\$ 320.57	\$ 380.09
4 CY	\$ 96.86	\$ 168.53	\$ 239.79	\$ 311.03	\$ 382.71	\$ 453.91
6 CY	\$ 111.64	\$ 193.72	\$ 276.28	\$ 358.8	\$ 440.89	\$ 523.44
8 CY	\$ 144.66	\$ 256.29	\$ 334.91	\$ 435.68	\$ 536.48	\$ 637.24
10 CY	\$ 179.41	\$ 318.81	\$ 436.55	\$ 569.94	\$ 703.25	\$ 836.62

Optional Services:

Casters:	\$ 5.90	per month maintenance
Roll-Out:	\$ 42.17	per month per roll-out, 1 X per week
	\$ 8.43	per month for each additional day per week

NOTE:

Above rates do not include the per unit disposal rate
 for FY 2008-2009 of \$ 3.86

*Annual Collection Fee is subject to an annual adjustment through the Refuse Rate Index process commencing October 1, 2009, and annually thereafter.

EXHIBIT 4
COMMERCIAL RATE SCHEDULE
Effective October 1, 2008 Through September 30, 2009
COMMERCIAL CAN SOLID WASTE COLLECTION SERVICE

	1 Per Week	2 Per Week	3 Per Week	4 Per Week	5 Per Week	6 Per Week
1 Can						
Collection & Maintenance	\$ 16.38	\$ 24.06	\$ 59.57	\$ 79.42	\$ 99.25	\$119.11
Disposal	\$ 2.60	\$ 5.20	\$ 7.80	\$ 10.40	\$ 13.00	\$ 16.60
Total	\$ 18.99	\$ 29.26	\$ 67.37	\$ 89.81	\$112.25	\$ 134.71
2 Cans						
Collection & Maintenance	\$ 29.58	\$ 56.57	\$131.74	\$175.68	\$219.60	\$263.51
Disposal	\$ 3.90	\$ 7.80	\$ 11.70	\$ 15.60	\$ 19.50	\$ 23.40
Total	\$ 33.49	\$ 64.37	\$143.44	\$191.28	\$239.1	\$286.91
3 Cans						
Collection & Maintenance	\$ 45.41	\$ 89.04	\$203.94	\$271.93	\$339.93	\$407.90
Disposal	\$ 5.20	\$ 10.40	\$ 15.60	\$ 20.80	\$ 26.00	\$ 31.20
Total	\$ 50.61	\$ 99.43	\$219.54	\$292.73	\$365.92	\$439.10
4 Cans						
Collection & Maintenance	\$ 56.57	\$113.12	\$263.51	\$351.33	\$439.19	\$527.02
Disposal	\$ 7.80	\$ 15.60	\$ 23.40	\$ 31.20	\$ 39.00	\$ 46.80
Total	\$ 64.37	\$128.72	\$286.91	\$382.53	\$478.19	\$573.82
5 Cans						
Collection & Maintenance	\$ 72.50	\$137.21	\$323.08	\$430.76	\$538.43	\$646.13
Disposal	\$ 10.40	\$ 20.80	\$ 31.20	\$ 41.60	\$ 51.99	\$ 62.39
Total	\$ 82.90	\$158.01	\$354.28	\$472.36	\$590.42	\$708.53
6 Cans						
Collection & Maintenance	\$ 91.37	\$159.13	\$378.56	\$504.77	\$630.96	\$757.14
Disposal	\$ 13.00	\$ 26.00	\$ 39.00	\$ 51.99	\$ 65.00	\$ 77.99
Total	\$105.35	\$186.83	\$421.61	\$562.17	\$702.71	\$843.24

*Monthly Collection Fee is subject to adjustment annually through the Refuse Rate Index process commencing October 1, 2009, and annually thereafter.

EXHIBIT 5

COMMERCIAL RATE SCHEDULE
Effective October 1, 2008 Through September 30, 2009
 Commercial Container Solid Waste Collection Service

	1 Per Week	2 Per Week	3 Per Week	4 Per Week	5 Per Week	6 Per Week
2 CY						
Collection & Maintenance	\$ 66.78	\$114.88	\$163.41	\$211.95	\$260.05	\$308.59
Disposal	\$ 19.94	\$ 39.86	\$ 59.80	\$ 79.73	\$ 99.66	\$119.59
Total	\$ 86.72	\$154.75	\$223.21	\$291.67	\$359.71	\$428.17
3 CY						
Collection & Maintenance	\$ 84.32	\$146.90	\$209.48	\$272.1	\$334.67	\$397.27
Disposal	\$ 29.90	\$ 59.80	\$ 89.69	\$119.59	\$149.49	\$179.39
Total	\$114.22	\$206.70	\$299.17	\$391.69	\$484.15	\$576.66
4 CY						
Collection & Maintenance	\$ 98.62	\$171.09	\$244.09	\$317.03	\$390.03	\$462.52
Disposal	\$ 39.86	\$ 79.73	\$119.59	\$159.45	\$199.31	\$239.18
Total	\$138.48	\$250.81	\$363.68	\$476.48	\$589.34	\$701.69
6 CY						
Collection & Maintenance	\$130.19	\$224.77	\$310.23	\$404.82	\$499.38	\$593.96
Disposal	\$ 59.80	\$119.59	\$179.39	\$239.18	\$298.97	\$358.76
Total	\$189.99	\$344.36	\$489.61	\$644.00	\$798.35	\$952.73
8 CY						
Collection & Maintenance	\$159.09	\$279.12	\$408.70	\$537.83	\$657.86	\$787.01
Disposal	\$ 79.73	\$159.45	\$239.18	\$318.90	\$398.63	\$478.35
Total	\$238.82	\$438.57	\$647.88	\$856.73	\$1,056.49	\$1,265.36
10 CY						
Collection & Maintenance	\$182.83	\$326.13	\$464.75	\$607.53	\$750.28	\$893.07
Disposal	\$ 99.66	\$199.31	\$298.97	\$398.63	\$498.29	\$597.94
Total	\$282.49	\$525.44	\$763.73	\$1,006.15	\$1,248.57	\$1,491.01

Optional Services:

Casters:	\$ 5.88	Per month maintenance
Roll-Out:	\$ 42.06	per month per roll-out, 1X per week
	\$ 8.343	per month for each additional day per week

*Monthly Collection Fee is subject to adjustment annually through the Refuse Rate Index process commencing October 1, 2009, and annually thereafter.

EXHIBIT 6

COMMERCIAL RATE SCHEDULE
Effective October 1, 2008 Through September 30, 2009
Commercial Compactor Solid Waste Collection Service

	1 Per Week	2 Per Week	3 Per Week	4 Per Week	5 Per Week	6 Per Week
2 CY						
Collection & Maintenance	\$124.62	\$544.7	\$696.42	\$848.31	\$1,000.12	\$1,328.90
Disposal	\$ 54.60	\$109.19	\$163.79	\$218.38	\$272.98	\$ 327.57
Total	\$179.22	\$653.89	\$860.21	\$1,066.68	\$1,273.090	\$1,656.47
3 CY						
Collection & Maintenance	\$464.91	\$692.59	\$920.31	\$1,148.46	\$1,376.14	\$1,426.91
Disposal	\$ 81.89	\$163.79	\$245.67	\$ 327.57	\$ 409.46	\$ 491.36
Total	\$546.8	\$856.38	\$1,165.99	\$1,476.03	\$1,785.61	\$1,918.26
4 CY						
Collection & Maintenance	\$647.08	\$1,066.58	\$1,485.61	\$1,904.65	\$2,324.11	\$2,212.24
Disposal	\$109.19	\$ 218.38	\$ 327.57	\$ 436.76	\$ 545.95	\$ 655.13
Total	\$756.27	\$1,284.95	\$1,813.18	\$2,341.41	\$2,870.06	\$2,867.38
6 CY						
Collection & Maintenance	\$ 896.61	\$1,438.69	\$2,043.59	\$2,648.91	\$3,254.24	\$3,505.61
Disposal	\$ 163.79	\$ 327.57	\$ 491.36	\$ 655.13	\$ 818.92	\$ 982.70
Total	\$1,060.4	\$1,766.25	\$2,534.94	\$3,304.05	\$4,073.16	\$4,488.31
8 CY						
Collection & Maintenance	\$1,025.73	\$1,832.98	\$2,639.79	\$3,447.04	\$4,538.84	\$4,884.11
Disposal	\$ 218.38	\$ 436.76	\$ 655.13	\$ 873.51	\$1,091.89	\$1,310.27
Total	1,244.11	\$2,269.74	\$3,294.92	\$4,320.55	\$5,345.73	\$6,197.38

The Following Rates Apply To Compactors With A Capacity In Excess of 10 Cubic Yards

	10-20 CY	21-30 CY	31-36 CY	40 + CY
Collection (Per Cubic Yard)	\$ 8.28	\$ 7.45	\$ 7.07	\$ 6.72
Disposal	(1)	(1)	(1)	(1)
Maintenance	\$ -	\$ -	\$ -	\$ -
Self Contained Units	\$ 472.89	\$ 515.89	\$ 558.88	N/A
Container Only	\$ 90.99	\$ 113.73	\$ 125.10	\$137.60

(1) Disposal will be charged per actual weight ticket

*Monthly Collection Fee is subject to adjustment annually through the Refuse Rate Index process commencing October 1, 2009, and annually thereafter.

EXHIBIT 7

LAKE COUNTY, FLORIDA

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EXHIBIT 8

LAKE COUNTY, FLORIDA

Holiday Schedule

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

Exhibit 9

Refuse Rate Index

The "Refuse Rate Index" adjustment shall be calculated in the following manner:

1. The expenses of both the residential and commercial operations for each franchise area for the previous calendar year shall be prepared in the format as designated in Exhibit I.
2. The expenses of both the residential and commercial operations for each franchise area shall be broken down into one of the following five cost categories: Labor, Fuel, Vehicle replacement, Maintenance, and All other. Each cost category is assigned a weighted percentage factor on that cost category's proportionate share of the total of all cost categories.

Note 1: The "All other" includes all insurance including general liability, fire, truck damage, extended coverage and employee group medical and life; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance expenses; customer billing expenses; office supplies; postage, trade association dues and subscriptions; advertising; employee retirement or profit sharing contributions; and miscellaneous other expenses.

3. The following indices are used to calculate the adjustment for each cost category. The change in each index shall be calculated on a twelve-month basis beginning in January for the previous calendar year.

<u>Cost Category</u>	<u>Index</u>
Labor	Employment Cost Index, Compensation, for Service Producing Industries. Source: <u>Monthly Labor Review</u> by U.S. Bureau of Labor Statistics (Series ID: CIU20150000000001)
Fuel	Producer Price Index, Light Fuel Oils - #2 Diesel Fuel (0573-03); <u>Product Price Index</u> , Bureau of Labor Statistics. (Series ID: WPU057303)

Vehicle Replacement	Producer Price Index – Trucks and Bus Bodies Refuse and Garbage (Packer type) (3713-139), <u>Producer Price Index</u> , Bureau of Labor Statistics.) (Series ID: PCU336211336211)
Vehicle Maintenance	Producer Price Index – Industrial Trucks and Tractors – Parts (3537-3), <u>Producer Price Index</u> , Bureau of Labor Statistics. (Series ID: PCU3339243339243)
All Other (Note 1)	3 /4 Consumer Price Index (CPI), U.S. City Average, (Unadjusted), All Urban Consumers, All Items. <u>Consumer Price Index Detailed Report</u> , Published Monthly by the Bureau of Labor Statistics (BLS). (Series ID: CUUR0000SA0)

- The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index (see attached example).

QUARTERLY RATE REFUSE INDEX SCHEDULE FOR RESIDENTIAL COLLECTION SERVICE

The first quarterly rate adjustment will be effective January 1, 2010. Subsequent increases will be made on April 1, 2010; July 1, 2010; October 1, 2010; and January 1, 2011, etc. The following schedule will apply:

<u>Effective Date</u>	<u>Calculation Month for All Indices, excluding Fuel</u>	<u>Fuel Calculation Months</u>
January 1	previous September	previous July, August, and September average
April 1	previous December	previous October, November, December average
July 1	previous March	previous January, February, March average
October 1	previous June	previous April, May, June average

Exhibit 9 (continued)

Exhibit I

The operating cost statements should be prepared using the format set forth below.

Operating Cost Statement – Description

Operating Costs

Labor:

List all administrative, officer, operating and maintenance salary accounts.

List payroll tax accounts directly related to the above salary accounts.

Fuel and Oil:

List all fuel and oil accounts.

Vehicle Replacement:

List all vehicle depreciation accounts.

List all vehicle rental accounts where collection vehicles are rented.

Maintenance:

List all vehicle parts accounts.

Other:

List all other expense accounts.

All financial information shall be based on a fiscal year ending March 31. All depreciation shall be calculated on a straight line method over a period of years no less than the number of years specified for such equipment for alternative minimum tax purposes.

REFUSE RATE INDEX

Typical Company

Cost Component	Weight	Index	Source	% Change Cost Component	Weighted Percentage Change
Labor	26.20%	Employment Cost Index, Compensation For Service Producing Industries (Series ID: CIU201S0000000001)	<u>Monthly Labor Review</u> , Bureau of Labor Statistics	4.59%	1.20%
Fuel	3.88%	Producer Price Index, Light Fuels Oils - #2 Diesel Fuel (0573-03) (Series ID: WPU057303)	<u>Producer Price Index</u> , Bureau of Labor Statistics	-2.70%	-0.10%
Vehicle Replacement	6.05%	Producer Price Index - Motor vehicle body manufacturing (Series ID: PCU336211336211)	<u>Producer Price Index</u> , Bureau of Labor Statistics	2.80%	0.17%
Maintenance	9.40%	Producer Price Index - Industrial Trucks and Tractors - Parts (3537-3) (Series ID : PCU3339243339243)	<u>Producer Price Index</u> , Bureau of Labor Statistics	3.10%	0.29%
All Other (Note 1)	54.47%	3/4 Consumer Price Index (CPI) U.S. City Average, (Unadjusted) All Urban Consumers, All Items (Series ID: CUUR0000SA0)	<u>Consumer Price Index Detailed Report</u> , Bureau of Labor Statistics	4.24%	2.31%
Total	100%				3.87%

AMENDED & RESTATED SOLID WASTE & RECYCLING COLLECTION CONTRACT
LAKE COUNTY AND FLORIDA RECYCLING SERVICES, INC.

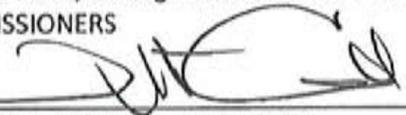
ATTEST:



NEIL KELLY, CLERK OF THE BOARD OF
COUNTY COMMISSIONERS OF LAKE
COUNTY, FLORIDA

COUNTY:

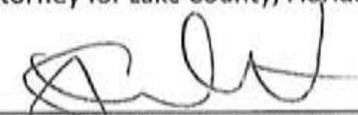
LAKE COUNTY, through its BOARD OF COUNTY
COMMISSIONERS



WELTON G. CADWELL, CHAIRMAN

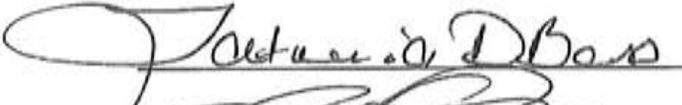
This 18th day of November, 2008.

Approved as to form and legality by County
Attorney for Lake County, Florida



SANFORD A. MINKOFF, COUNTY ATTORNEY

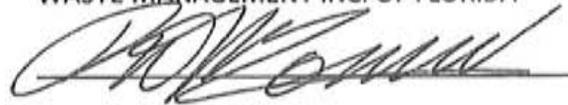
WITNESSES:





CONTRACTOR:

WASTE MANAGEMENT INC. OF FLORIDA



OR

(SEAL)

ATTEST:

ATTEST:

- Consent
- Departmental

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: October 20, 2008	MEETING DATE: October 28, 2008
TO: Cindy Hall, County Manager	Item Type: Departmental Agenda
THRU:	Other:
BY: Cotoia, Patricia, Environmental Utilities	
SUBJECT: Solid Waste Collection Services Contracts	
DISTRICTS: 3, 4, 5, 2, 1,	

RECOMMENDATION/REQUIRED ACTION:

Approve the Solid Waste Collection Services contracts for Waste Management, Inc. of Florida and Waste Services of Florida, Inc. for the period October 1, 2009 thru September 30, 2014 to include various revisions; approve the amendment to the existing contract with Waste Management, Inc. of Florida that provides for Waste Management Inc. of Florida to forgo the Refuse Rate Index for the period effective October 1, 2008 thru September 30 2009; and authorize the County Attorney's Office and the Department of Environmental Utilities to review and, if appropriate, present to the BCC potential changes to Chapter 21 of the Municipal Code.

BACKGROUND SUMMARY:

The current solid waste residential and commercial collection service contracts with Waste Management, Inc., Waste Services, Inc., and Veolia Environmental Services, Inc. will expire on September 30, 2009. To continue to provide solid waste collection services to its customers after that date, the Department of Environmental Utilities (DEU) has been working with the existing service providers, with potential vendors, the Office of Procurement Services, and the County Attorney's Office to develop and implement new collection services that would be effective October 1, 2009. The DEU initiated this review and determination process during the third quarter of 2007 so as to provide sufficient time to explore all opportunities for the future solid waste collection services.

As the process evolved, the DEU has now determined that it is in the best interest of the County to extend the existing contracts until September 30, 2014. This determination is based on the facts that the extension pricing offered by the current contract vendors is significantly lower than open bid pricing now being realized in the general market, and that the existing contracts include an option to extend the contracts, at the BCC's discretion, under the same terms and conditions for the period from October 1, 2009 through September 30, 2014.

This determination was enabled by the BCC approval on August 5, 2008 to negotiate with the current providers Waste Management Inc. of Florida and Waste Services of Florida, Inc. for the extension of their existing contracts, and also to negotiate with both for the potential award of the current Service Area #3 as the current provider for that area (Veolia) has confirmed no interest in continuing service beyond September 30, 2009.

This document presents the DEU's recommendations for the award of the solid waste collection services for the period beginning on October 1, 2009 and on September 30, 2014 as well as some additional related recommendations.

Award Recommendation

The DEU, in conjunction with the Office of Procurement Services, recommends that the Board of County Commissioners approve the following contracts to provide solid waste collection services

for the period beginning on October 1, 2009 and ending on September 30, 2014.

Waste Services of Florida, Inc. - Service Area #1
Waste Management Inc. of Florida - Service Area #2 and #3

There is only one (1) contract with Waste Management Inc. of Florida. This contract includes both Service Area #2 and Service Area #3.

The recommendation for Service Areas #1 and #2 is based on the BCC's discretion to extend the existing contracts for a five (5) year period and review of comparative open market pricing. The extension recommendation is based on negotiations with the two (2) incumbent service providers which confirmed an interest in continuity of service during the option period stated in the contract.

The recommendation for Service Area #3 is based on a "Best and Final" bid process open only to the two (2) incumbent service providers as approved previously by the BCC, and comparison of that pricing to comparative open market pricing.

Contract Changes

The proposed contract extensions incorporate changes in the contract language that serve to further clarify existing language. Presented below are the most significant changes that have been included in the new contracts.

1. Waste Management Inc. of Florida offered a decrease in the pricing for its existing service area as part of its "Best and Final" bid for Service Area #3. This pricing proposal will result in a savings to the County of over \$1,000,000 over the five (5) year term of the contract.
2. The Refuse Rate Index (RRI), for residential pricing only, will be adjusted on a quarterly basis with the fuel component being based on the average of the previous three (3) month quarter and the rest of the indexes based on one (1) month of the previous quarter. The reason for this change is that the large fluctuations in fuel prices has distorted the change in pricing when only a single month each year is considered. It is important to note that the RRI can result in a decrease in pricing as well as an increase in pricing. The commercial RRI will continue to be adjusted annually.
3. The contracts include an opportunity for another five (5) year extension at the discretion of the BCC.
4. All service provider employees must be properly trained and certified as required for their position and background checks must be performed on all new employees.
5. For the purpose of quality assurance and the appropriate administrative charge when a residential collection route is not completed, a route will be considered incomplete if a minimum of 10 residences or 3 streets, roadways, etc. are not collected.

Additional Recommendations

In conjunction with item 1 above, Waste Management Inc. of Florida agreed to forego the Refuse Rate Increase that would have impacted its Residential Solid Waste Collection Service Rate for the period October 1, 2008 through September 30, 2009 and continue with the same Residential Service Charge that has been in effect for the period October 1, 2007 thru September 30, 2008. Therefore the DEU recommends BCC approval to include the following provision within Section 6 the existing Waste Management Inc. of Florida contract:

"For the period beginning October 1, 2008, Waste Management Inc. of Florida has agreed to forego the RRI which would have impacted the Residential Solid Waste Collection Services rate

that would have been in effect on October 1, 2008, and, therefore, will maintain the same Residential Solid Waste Collection Services Rate that has been in effect during FY07-08."

Finally, during the review of the collection services contracts, the DEU determined that it would be appropriate to make some changes to Chapter 21 of the Municipal Code. Therefore, the DEU recommends that the BCC authorize the County Attorney's Office and the DEU to review Chapter 21 and prepared any appropriate changes for consideration by the BCC.

Fiscal Impact

The fiscal impact of \$9,400,000 is based on the projected costs of the solid waste collection services for the first year of operation beginning October 1, 2009.

Fiscal Impact: \$9,400,000.00 Budget: Operating Budget
Annually

Account No.: 4200.4568500.830340

Affected parties notified of meeting:

Advertised: Date: Paper:

Attachments (List): Solid Waste Collection Contracts

STAFF APPROVAL:

Director: Smith, Daryl H

County Manager: Booth, Niki

County Attorney: Sandy Minkoff

Budget Office: Krueger, Douglas

DATE:

2008-10-14 16:32:34

2008-10-20 16:18:15

2008-10-20 16:05:32

2008-10-14 17:03:05

ACTION TAKEN BY BOARD:

Action:

Other:

From: Administrative Support

Continued/Deferred Until:

Special Instructions:

By:

APPROVED

Print this page | Close Window

Term and Supply Listing
 Print
  Email
  Save Link

Below are all of the Term and Supply Contracts for Lake County. Perform a search for a contract by Service, Contract Number, Contractor or by Keyword. Type in search criteria and then choose what area to search in by changing the drop down list below. Then click the Search button to perform the search.

Search Contracts

Search for: 09-0803

in All

Sort by: [Title](#), [Expires](#), [Date Added](#)**Service:** Waste Services**Contractor:** Waste Services of Florida Inc.**Contact Name:****Contact E-mail:****Commodity Codes:** None found.[Download Contract](#)**Contract Number:** 09-0803B**Expires:** 9/30/2014**Contact Phone:** Old contract 02-0711B**Contracting Officer:** [Roseann Johnson](#)**Munis Vendor Number:** 18527**Service:** Waste Services**Contractor:** Waste Management Inc. of Florida**Contact Name:****Contact E-mail:****Commodity Codes:** None found.[Download Contract](#)**Contract Number:** 09-0803A**Expires:** 9/30/2014**Contact Phone:****Contracting Officer:** [Roseann Johnson](#)**Munis Vendor Number:** 11909

« First ‹ Prev 1 Next › Last »