SOLID WASTE COLLECTION & RECYCLING AGREEMENT

THIS AGREEMENT made and entered into this 21 day of MARCH, 2013 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as the "COUNTY", and Waste Management, Inc. of Florida, hereinafter referred to as the "COLLECTOR".

WHEREAS, pursuant Sections 125.01 and 403.706, Florida Statutes, Chs., 67-1145 and 70-594, Laws of Florida, and Ch. 94, Code of Ordinances of Brevard County, Florida, the COUNTY is authorized to operate a solid waste management program within its boundaries and enter into agreements to provide for the collection of solid waste; and

WHEREAS, the Board of County Commissioners of Brevard County desires the collection of solid waste within the unincorporated areas of Brevard County to serve and protect the public health, safety and welfare; and

WHEREAS, the COUNTY and COLLECTOR have agreed to provide for implementation of the solid waste collection program pursuant to the terms of this Agreement; and

WHEREAS, the COLLECTOR included certain voluntary commitments in its response to the Request for Proposals dated September 13, 2012, to demonstrate its continued dedication to serving as a good community partner and commitment to invest in innovative services that benefit the public; and

WHEREAS, the COLLECTOR represents that it will build a local Materials Recovery Facility (MRF) in Brevard County; and

WHEREAS, the COLLECTOR projects that the MRF will be operational by the end of calendar year 2013, and anticipates that the MRF shall be fully operational within one year from the date of execution of this Agreement; and

WHEREAS, the COLLECTOR represents that the MRF will benefit the County by providing increased recycling revenues and extending landfill life; and

WHEREAS, the COLLECTOR represents that it shall replace its entire fleet for residential solid waste and recycling collection and commercial and roll-off collection services with a fleet powered by compressed natural gas (CNG), which will result in reduced air particulate and greenhouse gas emissions and quieter operations; and

WHEREAS, the COLLECTOR represents that it will make its CNG fueling infrastructure available for use by County CNG vehicles, and may open some of the facilities to commercial fleet use; and

NOW, THEREFORE, in consideration of the premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated in this Agreement as a material part hereof.

SECTION 2. DEFINITIONS. For the purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

A. AUTOMATED CART: The term "automated cart" or "cart" refers to a 36, 64, or 96-gallon durable plastic container made with recycled content, with a lid, wheels and handles, for automated solid waste or recyclable material collection services. The carts shall be uniform in color, contain instructions for use and have the COUNTY logo, as approved by the Director, on the containers. The solid waste carts shall be green in color and the recycling carts shall be green with a yellow lid, as selected by the Director.

B. AUTOMATED CART PROGRAM: The term "automated cart program" refers to the program where the COLLECTOR shall provide fully assembled automated carts for solid waste or recyclable material collection services.

C. BIOMEDICAL WASTE: Any solid or liquid waste which may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. The following are also included:

(a) Used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; and absorbent materials saturated with blood or blood products that have dried.

(b) Non-absorbent, disposable devices that have been contaminated with blood, body fluids or, secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.

D. BIOLOGICAL WASTE: means solid waste that causes or has the capability of causing disease or infection and includes biomedical waste, animals that died from disease, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons licensed under Chapter 470, F.S.

E. BOARD: The term "Board" shall refer to the Board of County Commissioners of Brevard County, Florida.

F. COMMERCIAL UNIT: All commercial, non-residential units receiving solid waste collection or recyclable material collection services at an accessible, centralized location or utilizing a commercial container, or in an amount that is capable of being placed in one (1) 96 gallon cart, picked up twice a week.

G. MULTI-FAMILY RESIDENCE: All trailers, trailer parks and any building or buildings containing more than one (1) permanent living unit or more than one (1) trailer and receiving solid waste collection or recyclable collection services at an accessible, centralized location or utilizing a commercial container, and all trailers within trailer parks receiving solid waste collection service at each individual trailer.

H. COLLECTION AREA or SERVICE AREA: Those areas within the Brevard County Solid Waste Municipal Service Benefit Unit, as described in Exhibit "A", where the schedule of rates, charges and fees established in Section 8 of this Agreement are applicable, it being the intent to include in such area, those areas being serviced on the collection routes in existence as of the effective date of this Agreement. This area will periodically change when areas are annexed into municipalities.

I. COLLECTION CATEGORIES: A general, inclusive term that includes the specific terms "single-family residence", "multi-family residence", and "commercial unit".

J. COMMERCIAL CONTAINER: A receptacle for containing solid waste designed for mechanical pickup and provided by the COLLECTOR for use by the commercial customer.

K. COMPACTOR: Any mechanical compacting container used to compact commercial and residential waste.

L. CONSTRUCTION AND DEMOLITION DEBRIS: Non-hazardous material generally considered not to be water soluble, including, but not limited to steel, concrete, glass, brick, concrete, asphalt material, pipe, gypsum wall board, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees and other vegetative matter that normally results from land clearing or land development operations for a construction project; except as provided in Section 403.707(9)(j) F.S., yard trash, unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding, concrete, and similar materials from industrial or commercial facilities and de minimus amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with any amount of other types of solid waste will cause it to be classified as other than construction and demolition debris.

M. CONSUMER PRICE INDEX (CPI): A measure of the average change over time in the prices for all Urban Consumers, South Region, All Items-1982-1984 equals 100 base, as published monthly by the U.S. Department of Labor, Bureau of Labor Statistics.

N. CONTAINER: any approved automated cart, yard trash receptacle, solid waste receptacle, commercial container, compactor, or other receptacle approved by the County for the collection and storage of solid waste and recyclable materials.

O. CURBSIDE RECYCLING: The collection of recyclable materials from single-family residences, multi-family residences, and commercial units, at curbside or at the designated collection point for recyclable materials.

P. CUSTOMER: Means any person owning improved residential real property within that portion of the COLLECTOR'S Service Area, except for persons obtaining exemptions, and all other persons subscribing to solid waste collection service provided by the COLLECTOR under the terms of a collection agreement.

Q. DIRECTOR: The term "Director" means the Director of the Solid Waste Management Department of Brevard County, appointed by the County Manager with the consent of the Board of County Commissioners, or duly authorized designee.

R. ELECTRONICS: The term "Electronics" means computer equipment including CPU, monitor, TV, keyboard, printer, mouse, power supply, external drive, scanner, printer, fax machine, stereo, radio, VCR, tape backup drive, etc.

S. GARBAGE: The term "garbage" shall mean all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials. every refuse accumulation or deposit of animal, fruit or vegetable matter that attends the manufacture, preparation, use, cooking and dealing in, or storage of edibles, and any other matter, of any nature whatsoever, which is subject to decay, putrefaction and the generation of noxious or offensive gasses or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ-carrying insects, or any container of the material defined herein.

T. GARBAGE RECEPTACLE: The term "garbage receptacle" shall mean a galvanized metal, durable plastic, or other suitable impervious material container commonly sold as a garbage can, including wheeled containers, of not greater than 32 gallon or less than 5 gallon capacity which shall be free of jagged or sharp edges and shall be watertight and equipped with two (2) handles upon the side or bail by which it may be lifted, and provided with a tight fitting watertight cover suitable to protect the contents from flies, insects, rats and other animals, and which shall not have any inside structures, such as inside bands or reinforcing angles or anything within that would prevent the free discharge of the contents. Such receptacle may include a waterproof bag of a material and construction that can be safely and securely closed. Such waterproof bag shall be of adequate strength to hold the contents when the bag is lifted and of a type and size acceptable to the COLLECTOR and approved by the Director.

U. HAZARDOUS WASTE: The term "hazardous waste" shall mean a solid waste identified by the Florida Department of Environmental Regulation as a hazardous waste in Florida Statute F.S. 403.703(13)(2012) and as regulated in Ch. 62-730, Florida Administrative

Code, as amended. This includes any solid waste which is ignitable, corrosive, reactive, infectious or toxic, and which poses a substantial or potential hazardous to human health and safety, or to the environment when improperly managed.

V. IMPROVED REAL PROPERTY: The term "improved real property" refers to all real property located in the unincorporated areas of Brevard County that generates or is capable of generating solid waste, recyclable material or yard waste; and, that contains buildings, structures or other improvements designed or constructed for and capable of use or used for human inhabitation or human activity or commercial enterprise. Real property becomes "improved real property" following the initial connection of permanent electric utility service or when a certificate of occupancy (CO) is issued, whichever comes first.

W. INDUSTRIAL SOLID WASTES: The term "industrial solid waste" shall mean solid waste generated by manufacturing or industrial processes that is not a hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products or byproducts; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment and other solid waste products generated from industrial processing or manufacturing of a like or similar nature to those enumerated above which because of their volume or nature do not lend themselves to collection and incineration commingled with ordinary garbage and rubbish or which because of their nature and surrounding circumstances should be for reasons of safety or health disposed of more often than the COUNTY collection service schedule provided for in this Agreement.

X. PARKWAY: The term "parkway" is defined as that portion of the street right-of-way paralleling any public thoroughfare between the curb line or paving line and the abutting property line.

Y. PARTICIPATION RATE: The total number of residences that place any recyclable materials cart at the curb for the COLLECTOR to pick up during a four (4) week period divided by the total number of residences having the opportunity to place recyclable materials at the curb. A four (4) week period is considered to be a one (1) month period for the purpose of calculating participation rates.

Z. PERSON: The term "person" shall mean an individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

AA. RECYCLABLE MATERIAL: Any material which can be recovered from the solid waste stream and reused in manufacturing, agriculture, power production or other processes and which, for the purpose of this Agreement, include at a minimum the items listed in Exhibit "C".

BB. RECYCLING CONTAINER: A portable plastic container or bin approved by the COUNTY used for storing and collecting recyclable materials in the home and identifying the recyclable materials at the curb.

CC. RECYCLING PROGRAM: The public education program designated by the Board to address the solid waste reduction goals mandated by the State in Section 403.7032, Florida Statutes, as amended.

DD. RESIDENTIAL IMPROVED REAL PROPERTY: The term "residential improved real property" shall mean all improved real property used for either a multi-family residence or a single-family residence.

EE. ROLL-OFF CONTAINER: The term "roll-off container" means any container used for the collection and storage of construction and demolition debris or land clearing debris or other waste approved by the director that can be picked up by and transported on a specially equipped truck to the disposal site. The definition of roll-off container does not include a compactor box or automated collection container.

FF. RUBBISH: The term "rubbish" shall mean refuse, accumulation of paper, excelsior, rags or wooden or paper boxes or containers, sweepings; and all other accumulations of a nature other than garbage, which are usual to housekeeping and to the operation of residences, stores, offices and other business places, also any containers which, due to their ability to retain water, may serve as breeding places for mosquitoes or other water-breeding insects.

GG. SET-OUT RATE: The total number of residences placing recyclable materials carts at the designated collection point on a given collection day divided by the total number of residences having the opportunity to place recyclable materials at the curb.

HH. SINGLE-FAMILY RESIDENCE: Any building or structure designed or constructed for and capable of being used as a residence for one family regardless of the type of structure. Such term includes a mobile home or trailer that is erected on a separate parcel of property owned and offered for sale under the condominium concept of ownership or on a separate parcel of property not included within the definition of trailer park.

II. SOLID WASTE: The term "solid waste" means sludge that is not regulated under the Federal Clean Water Act or Clean Air Act, as well as, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Materials not regulated as solid waste pursuant to this chapter are: recovered materials; nuclear source or byproduct materials regulated under F.S. Ch. 404, or under the Federal Atomic Energy Act of 1954 as amended; suspended or dissolved materials in domestic sewage effluent or irrigation return flows, or other regulated point source discharges; regulated air emissions; and fluids or wastes associated with natural gas or crude oil exploration or production.

JJ. SOLID WASTE FACILITY: The term "solid waste facility" shall mean and include the buildings, land, location and equipment constructed and maintained by the Board for the processing and disposal of solid waste within the County.

KK. SPECIAL COLLECTION SOLID WASTE: The term "special collection solid waste" shall include the following types of solid waste for the following types of designated customer categories:

(1) Single-family residence and multi-family residences using automated carts: Any type of solid waste not reasonably capable of being placed in an automated collection cart or any item not reasonably capable of being reduced to a size not exceeding four (4) feet in length and twenty-four (24) inches in diameter and fifty (50) pounds in weight. This includes normal household furnishings, appliances, electronics, and other bulk items. Each household shall be entitled to set out up to four (4) automobile tires per year for collection.

(2) Commercial units and multi-family residences using commercial containers: Any type of solid waste not reasonably capable of being placed in a commercial container, or any pickup of a commercial container on a frequency in excess of that normally established for the customer, or any solid waste placed in garbage receptacles or automated carts at a centralized location not in conformity with the requirements specified above for a single-family residence.

LL. YARD WASTE: The term "yard waste" shall mean any vegetative matter generated from improved real property such as leaves, grass, pine needles, or shrubbery cuttings resulting from the care of lawns or landscape maintenance. This may include tree trimmings or removal, if done so by the homeowner, and it must meet the preparation guidelines. Contractors are responsible for hauling away all yard waste and land clearing. Such term does not include large quantities of sod, dirt and trash from land clearing or other materials requiring special handling.

MM. YARD WASTE RECEPTACLE: The term "yard waste receptacle" shall mean a galvanized metal, durable plastic, or other suitable impervious material container commonly sold as a garbage can, including wheeled containers, which shall be free of jagged or sharp edges and shall be watertight and equipped with two (2) handles upon the side or bail by which it may be lifted, and provided with a tight fitting watertight cover suitable to protect the contents, and which shall not have any inside structures, such as inside bands or reinforcing angles or anything within that would prevent the free discharge of the contents. Yard waste receptacles will be approved by the Director in coordination with the COLLECTOR.

SECTION 3. AREA AND TERM.

A. The COLLECTOR shall have the sole and exclusive right and duty to collect all solid waste, yard waste, and recyclable material, as provided under the terms and provisions of this Agreement within the Service Area described in Exhibit "A".

B. Subject to the termination provisions contained in SECTION 10 of this Agreement, the term of this Agreement shall be a seven-year contract with an effective date of October 1, 2013, and an end date of September 30, 2020, with the option to extend the Agreement for one (1) additional 3-year term upon mutual agreement of both parties unless notification is given in writing to the COLLECTOR at least six (6) months in advance of the Agreement's termination date. Any extension will be under the same terms as the initial seven year agreement. The County Manager is delegated the authority to agree to the additional renewal term if the CONTRACTOR has maintained compliance with the following performance metrics:

(1) Customer Complaints
No more than 1 complaint per 1,000 customers (monthly).

(2) Customer Satisfaction Survey
At least 88% of those participating must respond as very satisfied or satisfied.

(3) Special Bulk Pickups
Must be collected on the weekly scheduled collection day of the call for service 90% of the time.

(4) Bulk Yard Waste
Must be collected within 72 hours of the weekly scheduled yard waste collection day 90% of the time.

(5) Repair of Containers and Carts
Must be repaired within 5 days of the call for service 95% of the time.

(6) Reporting Deadlines
Contract compliance for all reports by CONTRACTOR must be 95%.

C. CONTRACTOR shall provide quarterly reports to the COUNTY showing the status of these performance metrics and include final statistics in the annual certified audit required in SECTION 15 of this Agreement. CONTRACTOR will also maintain the status of these performance metrics on its website as public information.

SECTION 4. SCOPE OF WORK.

A. EXCLUSIVE FRANCHISE

The COUNTY hereby grants the COLLECTOR exclusive franchise rights to provide solid waste, yard waste and recyclable material collection services to all single-family and multi-family residential customers in the Service Area for the term of the Agreement. The COUNTY also grants the COLLECTOR exclusive franchise rights to provide solid waste collection service to all commercial customers in the unincorporated area of the County for the term of the Agreement. Recycling, construction and demolition debris collection service is an authorized service, but will not be part of an exclusive franchise for commercial service. The COUNTY will bill single-family

residential and multi-family residential accounts. The COLLECTOR will bill all commercial accounts and accounts serviced outside the Service Area.

B. AUTOMATED CARTS

(1) The COLLECTOR shall be responsible for the purchase and distribution of automated carts as well as the repair of carts that have been damaged. Carts are the property of the COUNTY. The COLLECTOR shall distribute two (2) 64-gallon carts (one for solid waste and one for recycling) to each residential unit. Carts will be distributed pursuant to a schedule mutually agreed upon by the COUNTY and the COLLECTOR. The COLLECTOR shall maintain, at all times, a sufficient number of carts to ensure that extra or replacement carts can be provided within five (5) working days upon notification by the resident or the COUNTY. COLLECTOR shall distribute fully assembled automated carts to new single-family and multi-family residential units added during the term of this Agreement. The COLLECTOR'S shall repair or replace carts at the COLLECTOR's expense. Customers desiring a smaller or larger cart other than the default size 64-gallon cart can request a cart change during the sixty (60) day period after the initial delivery of the carts. Solid waste and recycling carts are available in 36, 64 and 96 gallon sizes. The second request for a cart size change will incur a charge of $25.00.

(2) Customers wishing to have more than two (2) containers may RENT additional carts for a fee of $4.00 per month. Customers may also purchase additional carts from the COLLECTOR at a cost of $75.00 (delivery included) or purchase from a third party a cart compatible with the COLLECTOR'S system. Replacement of carts that are damaged, lost or stolen due to customer abuse or neglect shall be replaced by the customer. The COLLECTOR shall be responsible for all billing and collection of cart fees.

(3) Automated carts that are in the COLLECTOR'S inventory at the time this Agreement is terminated or expires shall be delivered to the COUNTY at a location determined by the Director. The COLLECTOR shall deliver all undistributed carts to the COUNTY within thirty (30) days of written notification of the delivery location.

C. SOLID WASTE

(1) With the exception of the solid waste defined as special collection solid waste, the COLLECTOR shall pick up and deliver to a County designated solid waste facility all garbage and rubbish placed by a customer at the collection point set forth in SECTION 6 hereof, from each single-family residence, multi-family residence and commercial unit within the subject collection area not less than two (2) times per week with collections at least three (3) days apart. It is intended that all such solid waste be picked up and delivered to a designated disposal site each collection day.

(2) The COLLECTOR shall pick up and deliver to a solid waste facility all garbage and rubbish generated by a customer, from a multi-family residence and a commercial unit and

placed in a commercial container located at the designated collection point or in carts placed at a centralized location. The size and type of a commercial container, including compactors, and the frequency of collection for each multi-family unit or commercial unit, shall be established by the COLLECTOR in consultation with the customer and shall be subject to approval by the Director in the event of a dispute. Provided, however, that the frequency of collection shall not be less than two (2) times per week with collections at least three (3) days apart.

(3) The COLLECTOR shall pick up and deliver to the solid waste facility all special collection solid waste placed at the applicable collection point on the next scheduled collection day following the call for service from the customer, excluding Sundays and legal holidays.

(4) The County's Solid Waste Facilities include:

(a) Central Disposal Facility (CDF), 2250 Adamson Road, Cocoa (Accepts Class 1 and Class 3 solid waste.)

(b) Mockingbird Way Mulching Facility, 3600 South Street, Titusville (Only accepts residential yard waste, white goods, residential C&D, & tires.)

(c) Titusville Transfer Station, 4366 South Street, Titusville (Accepts Class 1 and Class 3 solid waste, does not accept yard waste)

(d) Sarno Road Transfer Station & Landfill, 3379 Sarno Road, Melbourne (Transfer station accepts Class 1 solid waste, the landfill Class 3 solid waste only.)

Additional facilities may be added or deleted at the discretion of the Director.

(5) The COLLECTOR shall be prepared to provide all commercial containers required for the collection of solid waste within the Service Area and shall maintain such containers in a clean and operable condition including an acceptable appearance according to standards maintained from time to time by the Director. The COLLECTOR shall provide at a minimum, containers of two (2), three (3), four (4), six (6) and eight (8) cubic yards for use as commercial containers. Container size and frequency of pickups can be changed by agreement between the COLLECTOR and customer.

(6) The COLLECTOR shall pick up and deliver to a solid waste facility without charge to the COUNTY, all solid waste contained in up to twenty (20) garbage receptacles, placed by the COUNTY at roadsides within the subject collection area at least two (2) times per week, or more often if necessary to insure sanitary conditions. The Solid Waste Director will provide a list of locations for roadside collection. The COUNTY reserves the right to increase the number of locations by twenty percent (20%) without charge. The COUNTY shall have the right to use the regular commercial type trash cans with covers, fifty-five (55) gallon cans, or automated carts, or combinations of the same, for use by the public.

(7) The COUNTY may occasionally require the COLLECTOR to pick up garbage or debris left in the right-of-way or on County property that is not billable to a private account.

(8) Occasionally, the customer may not have sufficient room in the cart to contain all of their garbage or rubbish. In such cases, the waste must be bagged and set beside the cart, so as not to interfere with the arms of the autoloader. The COLLECTOR shall pick up all garbage or rubbish, including properly bagged garbage placed beside of the cart. If this becomes a regular occurrence at a residence, the COLLECTOR should make the customer aware that they will have to obtain another cart. This cannot become a routine procedure to avoid obtaining a second cart. In no case, shall the recycling cart be used for excess garbage.

D. RECYCLING

(1) COLLECTOR is hereby granted an exclusive franchise to perform curbside recycling collection services for residential improved property within the Service Area. The COLLECTOR shall pick up all recyclable materials placed at the curb or at the designated collection point from each single-family residence, multi-family residence, and participating commercial business not less than one (1) time per week and with said collection occurring Monday through Saturday. There shall be no limit to the quantity of recyclable materials or carts that will be picked up from each collection point.

(2) The Commercial Recycling Program shall not be exclusive to the COLLECTOR. Sections 403.7046 and 403.713, Florida Statutes, prohibit local governments from restricting the flow of recovered materials for recycling. The collection, transport, and disposal of certain recovered materials for recycling from commercial establishments and businesses shall be an "open market" and non-exclusive to the COLLECTOR.

(3) At no cost to the COUNTY and at the COUNTY's request, the COLLECTOR shall provide recycling services at COUNTY facilities specified in Exhibit "B" in the amount, location and frequency designated by the Director or designee. COLLECTOR shall provide all bins, carts, dumpsters, and roll-off containers necessary to provide these facilities recycling services at no additional cost.

(4) A list of the materials included in the recycling collection service is attached as Exhibit C.

(5) COLLECTOR shall assist the COUNTY in on-going education efforts to promote the COUNTY'S recycling program. The COLLECTOR shall cooperate with the COUNTY in promotional activities and events, upon request.

(6) The COLLECTOR shall perform, at a minimum, the following:

(a) Organize and sponsor a "kick off" event to promote the COUNTY's single-stream recycling cart program as described herein.

(b) Provide a special flyer for distribution with each recycling cart to be delivered to the participating customers.

(c) Attend and participate in public meetings regarding the recycling program, such as homeowners associations, civic organizations, etc., as requested by the Director.

(7) COLLECTOR shall pay the County $50,000 per year to help fund the County's recycling education activities. Payment shall be made by November 15th of each year of the Agreement. The COLLECTOR also shall assist the COUNTY with development of a Commercial Recycling Program.

(8) The COLLECTOR will maintain accurate weight records of recyclable materials collected within the Service Area and such records showing recycling tonnages shall be furnished to the COUNTY by the 15th of each month. The COLLECTOR shall test certain areas, one time per year to determine participation rates as determined and scheduled by the County. The COLLECTOR shall supply this information to the COUNTY upon request.

(9) The COLLECTOR is prohibited from landfilling or improperly disposing of any recyclable materials collected for the recycling program except that under extraordinary conditions the COLLECTOR may request authorization from the COUNTY for permission to do so. Recyclable materials may be mixed with similar materials collected from other recycling areas and may be held until enough volume is accumulated.

(10) Recycling carts shall be green with a yellow lid, as selected by the COUNTY. Brevard County's name and selected logo shall be placed on the cart along with a list of acceptable recyclables permanently listed on the lid.

E. <u>YARD WASTE</u>

(1) The COLLECTOR shall pickup all properly prepared yard waste placed at the curb or at the designated collection point from each single-family residence and multi-family residence, not less than one (1) time per week.

(2) The COLLECTOR shall pick up all properly prepared yard waste placed on those road medians or common areas of subdivisions, apartments, townhouses or other multi-family units prescribed by the Director, in consultation with the COLLECTOR, not less than one (I) time per week. The schedule for pick up shall be the same as for other residences in the collection area.

(3) The COLLECTOR shall only remove yard waste placed at the curb from all residences that receive regular residential solid waste collection service. There shall be no limit to the quantity of yard waste that will be picked up from each residence so long as the yard waste is prepared as follows: All branches, palm fronds and other material must be cut into lengths not exceeding four (4) feet in length, twenty-four (24) inches in diameter, and fifty (50) pounds in weight and separated from other solid waste. All grass cuttings, leaves and small clippings and trimmings shall be containerized in containers which are acceptable to the

COLLECTOR and approved by the Director. The CONTRACTOR should not collect yard waste contained in plastic bags. The COLLECTOR will not be required to collect materials that are in violation of this Agreement.

SECTION 5. STANDARDS OF COLLECTION AND OPERATON

A. TRANSITION; COORDINATION OF SERVICES

(1) Upon execution of this Agreement, the COUNTY shall verify residential service units prior to initial collection by April 1, 2013. The COLLECTOR shall be required to submit a final transition plan to the Director by May 15, 2013. In addition to the tasks and timeframes set forth in this Agreement, such plan shall include purchase schedules for new carts, information on distribution, routing, collection and equipment to be dedicated to the contract.

(2) The COLLECTOR will order automated carts immediately after full execution of this Agreement. Delivery of carts will commence no later than September 1, 2013. Carts shall be distributed with educational materials, as approved by the Director. The COLLECTOR shall provide advance notification of the new collection services to all customers at least fourteen days prior to the delivery of carts. The COLLECTOR shall offer 36-gallon or 96-gallon carts for solid waste collection where the space, homeowner association rules, customer preference, or physical restrictions require a cart other than the 64-gallon cart.

(3) The COLLECTOR shall be required, at the COUNTY's discretion, to provide each customer with a condensed version of the rules and regulations for residential solid waste, yard waste, recycling and other special services when the carts are delivered and for all new services added after start of contract. Said condensed version shall outline the obligations of the customer and COLLECTOR according to the terms of the contract and shall be approved by the Director or designee before distribution to the customer. The COLLECTOR shall supply the Director with hard copies and an electronic condensed version for inclusion on the COUNTY website.

(4) Residents who currently receive automated collection services in the Waste Management Automated Pilot Program (approximately 1800 homes in certain unincorporated areas on the Barrier Island) will be serviced pursuant to this Agreement. The COLLECTOR may choose to continue automated yard waste collection in the Pilot Program area, with approval from the Director. The COLLECTOR will include the collection and disposal of recycling bins in the final transition plan. The COLLECTOR is encouraged to recycle the bins, if feasible. Residents may choose to keep their recycling bins. Pilot Program residents shall also have the same opportunity to request a different size cart as described in subsection (2) above.

(5) In the event the COLLECTOR is unable to commence automated collection services on October 1, 2013, due to manufacturer-related delays in delivering the required vehicles, equipment or carts, the COLLECTOR shall have until December 31, 2013, to commence automated or semi-automated collection services. The COLLECTOR shall be paid at the residential rates in the preceding Solid Waste Collection & Recycling Agreement between the COUNTY and COLLECTOR during the transition period. The COLLECTOR shall not be

compensated at the residential curbside collection rates set forth in Exhibit "D" to this Agreement until 100% of the customers in the Service Area are provided automated or semi-automated collection services.

(6) FORCE MAJUERE. In the event the COLLECTOR cannot commence collection services within the transition period, it shall not be considered a breach of this Agreement if the delay is due to conditions beyond its control, including but not limited to acts of God, government restrictions (including the denial or cancellation of any export of other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the COLLECTOR (including mechanical, electronic, or communications failure). Any such delay shall be approved by the COUNTY, if reasonable under the circumstances, and shall not exceed three (3) months. The COLLECTOR shall provide written documentation justifying a delay to the Director as soon as possible. If there is a disagreement about whether circumstances exist to reasonably justify a delay, the request shall be considered by the Board.

(7) The COLLECTOR shall provide sufficient equipment to maintain regular schedules of collection for the prompt and efficient performance of duties under this Agreement. At a minimum, the COLLECTOR shall maintain in service: (1) 34 automated or semi-automated vehicles for solid waste and recycling collection; (2) 17 rear loader vehicles for yard waste collection; (3) four claw trucks for bulk yard waste collection; and (4) two flatbed trucks for special collection solid waste (white goods/electronics). The COLLECTOR shall provide to the Director, prior to the start of work under this Agreement, an inventory showing each type of vehicle (category, capacity, approximate age) used for performing work under this Agreement. The Director shall have the authority to inspect the vehicles providing the collection services and reject a given vehicle for health or safety reasons and require a suitable replacement.

(8) The COLLECTOR shall describe on an attachment to the required inventory the service yards or contracts to be used in maintaining vehicles and equipment. The COLLECTOR may change equipment from time to time and shall revise the inventory and the attachments thereto, accordingly; however, in no event shall the number of vehicles be less than the number of vehicles shown on the inventory provided prior to start of work under this Agreement. The COLLECTOR shall maintain a vehicular fleet during the performance of work under this Agreement at least equal to that described in the inventory.

(9) The COUNTY reserves the right to deny the COLLECTOR's vehicles access to certain streets, alleys and public ways in unincorporated Brevard County where it is in the interest of the general public to do so because of the condition of streets. The COLLECTOR shall not interrupt the regular schedule and quality of service because of street closures. The COLLECTOR shall promptly notify affected customer(s) of any deviation of the normal collection schedule caused by a temporary disruption such as closed roads, police blockade or other event causing service to be missed and made up in an alternate place or day with the Director's approval.

(10) Any and all route and schedule changes are subject to approval by the Director whose decision shall be final. Upon approval of the Director, the COLLECTOR shall notify

each affected resident at least twenty (20) days prior to the effective date of the change and the COLLECTOR shall publish a notice in the Florida Today newspaper at least ten (10) days prior to the effective date of such route or schedule change. The cost of the publication shall be borne solely by the COLLECTOR.

(11) The COLLECTOR shall give notice to the Director as to any material changes that might affect the performance of work under this Agreement immediately after becoming aware of the same and shall make suitable remedial arrangement when needed.

(12) The COLLECTOR shall establish a "landfill gate account" with the County's Solid Waste Department. The gate account will include a security deposit as established by the Brevard County Solid Waste Department's Finance section.

(13) The COLLECTOR will construct a new state-of-the-art, single stream-ready, Recycling Materials Recovery Facility (MRF) in Brevard County. This facility will become fully operational within a year from the execution of this Agreement. The COLLECTOR will own this facility, process all COUNTY materials there, make it available for all other municipal recycling programs in the county, be capable of processing commercial materials, and maintain sufficient capacity to manage county recyclables for the next 10 to 20 years.

B. MAINTENANCE OF EQUIPMENT

(1) Equipment is to be maintained in a reasonably clean and safe working condition and be painted uniformly subject to the approval of the Director. Equipment shall contain the name of the COLLECTOR, and the truck number printed in letters not less than three (3) inches high on each side of the vehicles. A record shall be kept of the vehicle to which each number is assigned. No advertising shall be permitted on the vehicles.

(2) Vehicles shall be maintained in a clean, safe and sanitary matter. Equipment failure or malfunction of the vehicles causing hydraulic leaks/spills on streets and roads shall result in the imposition of liquidated damages as outlined in Section 11. The COLLECTOR shall be responsible for the cleaning up of all leaks and spills.

(3) Vehicles are to be washed thoroughly on the inside and sanitized with a suitable disinfectant and deodorant at such times as established by the Director and all vehicles are to be washed on the outside at least weekly.

(4) The COLLECTOR shall provide sufficient "back up" equipment, in proper operating condition, so regular schedules and routes of collection can be maintained.

(5) Each vehicle used for the collection of solid waste shall have a fully enclosed, metal top and shall be water tight to a depth of not less than (12) inches and shall contain metal sides, and use pneumatic tires. However, the Director shall have the authority to waive the requirement of a fully enclosed, metal top in the event of an emergency. For use in yard waste collection, as an alternative to a fully enclosed metal top, said vehicle may be equipped with a cover which may be a net with mesh not greater than one and one-half (1-1/2) inches, or

tarpaulin, and such cover shall be kept in good mechanical order and used to cover the load in traveling, or when parked, if the contents are likely to be scattered if not covered.

(6) Vehicles shall not be overloaded so as to scatter solid waste, but when solid waste is scattered from a COLLECTOR'S vehicle for any reason, it shall be the responsibility of the COLLECTOR to immediately pick up such scattered solid waste. Each truck shall be equipped at all times with a shovel and a broom for the collection of spilled materials.

(7) Commercial containers furnished by the COLLECTOR to the customer shall be approved by the Director and shall have lettering not less than three (3) inches high indicating the identification of the COLLECTOR and following words: "Keep Lids Closed". The COLLECTOR shall close the lids on commercial containers upon removal of solid waste.

(8) Commercial solid waste and recyclable material collection shall be provided in the most efficient manner available (commercial container or automated cart), as determined by the COLLECTOR.

(9) No advertising shall be posted on the commercial containers or carts. The containers shall contain the COLLECTOR'S name and customer service information, such as a phone number.

(10) The COLLECTOR'S vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets and alleys unattended.

(11) The COLLECTOR will convert its fleet used to provide residential solid waste and recycling service, commercial, and roll-off service to vehicles powered by Compressed Natural Gas (CNG). Fleet conversion is anticipated to be completed on or before December 31, 2015. Vehicles used for yard waste collection will be diesel powered. Provided that all zoning and other government approvals are obtained by the COLLECTOR, CNG fueling stations(s) that the COLLECTOR locates in Brevard County will be opened to the COUNTY. If the COLLECTOR determines in its reasonable discretion that it is economically feasible, and all zoning and government approvals are obtained, that the fueling station(s) may be opened to commercial fleet use to entities that provide reasonable proof that appropriate training for CNG uses has been successfully completed by its drivers.

C. <u>HOURS OF OPERATION; HOLIDAYS</u>

(1) The COLLECTOR shall make collections with a minimum of noise and disturbance to the occupant and shall not collect from residential or commercial customers prior to 6:00 a.m. or after 8:00 p.m., Monday through Saturday. No collections shall occur on Sundays or approved holidays unless in the case of an emergency and provided the COLLECTOR has received prior approval from the Director or designee.

(2) The COLLECTOR shall not be required to furnish collection services on the following specified holidays: Memorial Day, Fourth of July, Veteran's Day, Thanksgiving Day and Christmas Day. There will be no make-up days. The COLLECTOR shall notify all customers whose normal collection day falls upon such holidays that no collection service will

be provided on such day and the date of the next normal collection day at least ten (10) days and not more than thirty (30) days prior to said holiday. Said notice shall be in the form of an advertisement in a newspaper of general circulation published within the County and posted on COLLECTOR'S website.

D. STANDARDS OF COLLECTION

(1) Garbage receptacles, automated carts, yard waste receptacles, and other containers shall be handled carefully by the COLLECTOR and shall be thoroughly emptied then returned and placed at least three (3) feet from the edge of the pavement where possible, standing upright and with covers securely in place. Garbage receptacles and carts, yard waste receptacles, and containers shall be thoroughly emptied of all materials and shall not be placed in such a way as to block driveway access or cause an obstruction in the right-of-way to vehicles, bicycles, etc. Any solid waste, yard waste or recyclable materials spilled or scattered by the COLLECTOR shall be immediately picked up by the COLLECTOR.

(2) The direction and supervision of collection shall be by competent and qualified personnel and the COLLECTOR shall devote sufficient personnel, time and attention to the direction of the operation to insure the performance of their obligations and duties as specified under the provisions of this Agreement.

(3) The COLLECTOR shall cooperate with authorized representatives of the COUNTY in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. The COLLECTOR shall have at all times a competent and reliable representative authorized to act on its behalf. The COLLECTOR shall ensure that its employees serve the public in a courteous, helpful and impartial manner.

(4) Employees engaged in collection services will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted, or crossing property to neighbor's premises unless residents or owners of both such properties have given permission.

(5) Care should be taken to prevent damage to property, including flowers, shrubs and other plantings. The COLLECTOR shall repair any property damage caused by the Collector or their personnel within five (5) business days of notification by the customer or the COUNTY. The COLLECTOR shall not be responsible for cleaning up unsanitary conditions caused by carelessness of the customer. Care shall be taken by employees to prevent damage to containers by unnecessarily rough treatment. The COLLECTOR shall replace any damaged containers within five (5) business days of notification by the customer or the COUNTY. The CONTRACTOR may request additional time to resolve a claim that must be referred an insurance adjuster. The Director may allow an extension depending on the circumstances of each claim. Approval of an extension may not be unreasonably withheld. Regardless of how a claim is processed by the CONTRACTOR, no extension shall be granted when there is an immediate threat to the health, safety or welfare of the customer or the public.

(6) The COLLECTOR shall provide, at the base rate, backdoor collection services (solid waste, recycling and yard waste) to single family residences for customers who are

medically certified handicapped persons provided no other able-bodied person over the age of 15 or under the age of 65 resides in the household. The customer shall provide the COLLECTOR with appropriate evidence that they are unable to place their receptacles at the collection point. The type of evidence required shall be determined by the Director.

(7) The COLLECTOR shall report to the Director all situations which prevent or hinder the collection of solid waste or recyclable materials on any premises.

(8) The COLLECTOR shall provide new residential customers with a solid waste cart and a recyclable materials cart along with a condensed version of the rules and regulations for residential solid waste, yard waste, recycling and other special services within five (5) days of request.

E. COMPLAINTS

(1) The COLLECTOR shall perform a service of high quality and keep the number of legitimate complaints to a minimum. In order that the COUNTY may be informed of the quality of service, the COLLECTOR agrees to maintain a record of all complaints for inspection by the COUNTY whether received in person, by mail, by e-mail or telephone. The COLLECTOR agrees to furnish a monthly report by the 15th of the following month, listing the name and address of the complainant, the nature of the complaint, and the disposition of each complaint. Complaints received before 12:00 noon each day shall be serviced by 5:00 pm that day. Complaints received after 12:00 noon shall be serviced before 12:00 noon the following calendar day. For each month in which the number of legitimate complaints reaches twenty (20) or more for any cause the COUNTY shall be entitled to claim liquidated damages. Each claim shall be considered legitimate unless satisfactory disposition of the claim is furnished. The decision of the Director shall be final.

(2) The COLLECTOR shall operate a staffed complaint center, with a local, toll-free telephone number, which shall be open during the hours of 6:00 a.m. - 8:00 p.m. Monday through Saturday. No mechanical/electronic substitution shall be permitted nor shall the use of an answering service be permitted in place of the COLLECTOR's personnel during times of residential service routes.

(3) The COLLECTOR shall provide a 24-hour "live" telephone service for use by the COUNTY in the event of an emergency.

SECTION 6. DUTY OF CUSTOMERS

A. All solid waste and recycling shall be placed by the customer in one or more automated carts. All grass cuttings, leaves, small clippings and trimmings generated from a single-family residence, or multi-family residence shall be placed by the customer in one or more receptacles, or other containers which are acceptable to the COLLECTOR and approved by the Director and placed at the applicable collection point on the designated collection day. All other yard waste shall be stacked in a uniform direction at the applicable collection point and shall include only items in size not exceeding four (4) feet in length and twenty-four (24) inches

in diameter and fifty (50) pounds in weight. Lawn service companies, tree service companies, etc., are responsible for removing all debris from the premises. Any special collection solid waste shall be placed at the collection point on the collection day for special collection solid waste.

B. All solid waste generated from a commercial unit or a multi-family residence, other than special collection solid waste, shall be placed by the customer in a commercial container located at the applicable collection point, or in automated carts approved by the COLLECTOR, located at the applicable collection point, on the designated collection day.

C. The customer shall place all solid waste and recyclable materials in the provided cart or commercial container at the following collection points for the specified categories of property:

(1) Single-family residence: All automated carts and yard waste receptacles will be placed at a point within the parkway abutting such residence no farther than five (5) feet from the curb line or paving line, or, in the case no parkway exists which abuts the customer's property, at a point no greater than five (5) feet from curb line or paving line of the nearest public street, or, in the case of the existence of a drainage ditch, at a point within said dimensions adjacent to the nearest driveway.

(2) Commercial unit and multi-family residence: At those points designated by the COLLECTOR in consultation with the customer, which will maximize economy in the collection of the solid waste while considering the public health and the convenience to the customer.

(3) In the event of a dispute between the COLLECTOR and a customer regarding the location of the collection point, the COLLECTOR'S decision shall be subject to approval by the Director.

D. The customer is responsible for proper care and cleaning of any automated cart provided to them.

E. The customer shall drain off all liquids from garbage and recyclable materials prior to deposit in the cart. Recyclable containers should be rinsed prior to placement in the recycling cart. Recyclable materials shall be free of food or other contaminants when placed in a recycling cart.

F. Solid waste or recyclable material placed in an automated cart by a single-family or multi-family customer shall not exceed the weight limits as stated on each cart lid. Yard waste containers shall not be larger than forty (40) gallons and shall not exceed fifty (50) pounds.

G. In the event that there is excess material that will not fit in the cart, such excess shall be placed in bags directly beside the corresponding cart. COLLECTOR shall be required to remove reasonable overflow materials and advise the County of any abuse. COLLECTOR

should notify the customer when an additional cart(s) are necessary for regular collection services.

SECTION 7. HAZARDOUS OR BIOLOGICAL WASTE

A. No customer shall dispose of hazardous or biological waste at any COUNTY solid waste disposal facility, nor shall any customer place or deposit hazardous or biological waste at any solid waste collection point or in any other place where it might reasonably be expected to be transported to a COUNTY solid waste disposal facility.

B. The COLLECTOR shall not dispose of hazardous or biological waste at any COUNTY solid waste disposal facility. The COLLECTOR shall refuse to collect solid waste from a customer if the COLLECTOR believes that such solid waste contains hazardous or biological waste. If the COLLECTOR believes that a customer is depositing such waste for collection, the COLLECTOR shall immediately notify the Director.

C. The COLLECTOR shall not be required to transport biomedical waste, biological waste, hazardous waste or biological waste but may offer such service in the Service Area. All such collection and disposal of those types of waste shall be accomplished in strict compliance with all Federal, State and local laws and regulations.

D. The Director shall have the authority to inspect the waste being deposited by a customer at any time to determine whether such waste contains hazardous waste or biological and, to take whatever action deemed necessary to insure that the customer ceases the placement of such waste into the Brevard County Solid Waste Disposal System. Such an inspection shall be required upon receipt of notice from a COLLECTOR.

SECTION 8. COMPENSATION; ESTABLISHMENT OF RATES

A. For the curbside collection of solid waste, recyclable material, and yard waste from all improved residential real property within the Service Area, the COLLECTOR shall be compensated in accordance with the schedule of rates, charges and fees set forth in Exhibit "D", as may be adjusted pursuant to paragraph F below. Said sum shall be the only money COLLECTOR shall be entitled to from the COUNTY. Provided, however, that the COLLECTOR may collect from any multi-family unit an additional sum for pick-up in excess of twice per week, with said sum to be negotiated between the COLLECTOR and the customer, and not to exceed the commercial rates established in Exhibit "D".

B. The monthly rates and charges the COLLECTOR may charge for are: (1) providing collection services to non-residential improved real property within the unincorporated area of the County, and (2) container rentals/leases and pull services.

C. The Director shall resolve any dispute between the customer and the COLLECTOR as to the rate, fee or charge for such collection services based upon consideration of the following factors:

(1) The rate, fee or charge for collection services established for similar improved property in the Service Area.
(2) The distance to such improved property from the established collection route of the COLLECTOR.
(3) The frequency of collection by the COLLECTOR.
(4) The average monthly amount of solid waste generated from such improved property.

D. It is mutually understood between the parties that commercial customers shall have the right to purchase containers that are compatible with the COLLECTOR's equipment rather than rent same from the COLLECTOR. Commercial customers utilizing cart service must purchase or rent a cart from the COLLECTOR.

E. Where applicable, the COLLECTOR shall bill each customer for collection services based on the rate, charge or fee for each customer as established under this section of this Agreement. In the event of a dispute between the COLLECTOR and customer as to a rate, fee or charge, or as to a charge for additional or special collection pickup, the Director shall arbitrate and resolve the dispute.

F. On each October 1st and thereafter, the rate of compensation payable to the COLLECTOR by the COUNTY and the monthly rates and charges the COLLECTOR may charge for providing collection services as set forth in this Agreement shall be adjusted annually to reflect changes in the annual Consumer Price Index, for all Urban Consumers, South Region, All items-1982-84=100 base as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the period for changes in which the CPI will be measured from March to February. Any increase or decrease shall be capped at three percent (3%) per year over the term of the Agreement. Any extension thereto will be capped at three percent (3%) per year over the term of the Agreement. The COLLECTOR shall provide the COUNTY in writing, no later than May 1st of each year, of increases or decreases based on the CPI as provided in this section. If the COLLECTOR does not provide the COUNTY with notification of an increase or decrease in the CPI by the date stated, the COUNTY will determine whether an adjustment shall be made to the rates. Should the CPI be discontinued or substantially modified, then an alternate index shall be chosen by mutual agreement of the COUNTY and the COLLECTOR.

G. ADDITIONS AND DELETIONS TO RESIDENTIAL UNITS. On the first day of each month the total monthly payment to CONTRACTOR by COUNTY shall be adjusted to correspond with the increase or decrease in the number of residential units. The adjustment shall be for premises newly occupied during the month preceding the adjustment. For example, any adjustment made on June 1 will be for residences newly occupied in May.

H. COLLECTION EXEMPTIONS AND VACANCY ADJUSTMENTS. Compensation to the COLLECTOR shall not include properties that have received a collection exemption pursuant Sections 94-241 through 94-244, Code of Ordinances of Brevard County, Florida, as amended. Compensation to the COLLECTOR shall also be adjusted to 50% of the applicable billing unit for those properties that are granted a vacancy adjustment pursuant to Sections 94-245 and 94-246, Code of Ordinances of Brevard County, Florida, as amended. Property owners

are required to apply for a collection exemption or vacancy adjustment annually. The COUNTY will promptly notify the COLLECTOR of the properties that are granted a collection exemption or vacancy adjustment.

I. Prior to establishing service with a commercial customer being billed by the COLLECTOR pursuant to this Agreement, the COLLECTOR may collect a deposit. However, such deposit shall not exceed the normal charge for three month's service to the customer. In addition, any such deposit shall be returned to the customer after twelve (12) months continuous service with no delinquent payments. Any such customer may pay in advance for the collection services provided pursuant to this Agreement. However, the COLLECTOR shall not require a customer to pay for such collection services more than one (1) month in advance.

J. The COLLECTOR may not, under any circumstances, impose a delinquency fee for failure of a customer to make the required payments. However, the COLLECTOR may impose, in addition to the amount owed to the COLLECTOR, a re-connect fee not to exceed the greater of Twenty-five Dollars ($25.00), or the normal charge for one (1) month's service for a commercial customer, where a commercial customer whose service has been terminated for non-payment wishes to be served by the COLLECTOR again. No customer's service may be terminated for non-payment unless such customer's account is at least seventy (70) days delinquent.

K. The COLLECTOR shall pay the COUNTY monthly for each ton of residential recyclables collected. The COLLECTOR shall calculate the Average Market Value (AMV) using the SecondaryFiberPricing.com and SecondaryMaterialsPricing.com market indexes. Prices to be used are the first published Regional Average prices for the Southeast USA in the month for which payment is being made. The index descriptions are solely for the purpose of identifying which material index is being used to calculate the AMV and is in no way intended to reflect how the COLLECTOR packages, transports or markets the material. The COLLECTOR shall deduct $50.00 from the calculated AMV, and pay the COUNTY Forty percent (40%) of the remaining amount. A sample market value computation for determining recycling revenue owed to the COUNTY is set forth in Exhibit "E". At no time shall the COUNTY make payment to the COLLECTOR for processing residential recyclables, regardless of the AMV.

L. MRF Host Fee. The COLLECTOR shall pay the COUNTY $2.50 per ton for all commercial recycling tons above the trailing 12-month average at the time the MRF becomes fully operational. The 12-month trailing average shall be computed on the basis of all commercial recyclables collected by the COLLECTOR in Brevard County for the 12 months prior to the MRF becoming operational. The COLLECTOR will provide written notification to the COUNTY of the 12-month average that will be used to calculate the MRF host fee within thirty (30) days of the MRF becoming operational.

M. In the event that it is necessary for the COUNTY to increase the solid waste collection special assessment in years four (4) through (7), the COLLECTOR agrees to pay the COUNTY up to $100,000 towards the cost of the direct mail notice required by law.

SECTION 9. HURRICANE OR OTHER DISASTER

A. In the case of a severe weather or disaster event, the COUNTY may grant the COLLECTOR reasonable variance from the regular schedules and routes. Within 72 hours after such severe weather or disaster event, the COLLECTOR shall advise the COUNTY of the estimated time required before regular schedules and routes can be resumed. In conjunction with the COUNTY, the COLLECTOR shall inform all customers of service disruption. Notification by the COLLECTOR shall be in the form of an advertisement in a newspaper of general circulation published within the County.

B. In the event excessive amounts of debris or refuse have accumulated by reason of any natural disaster which includes the COLLECTOR'S Service Area or should the Director or a committee headed by the Director decide that a severe disturbance, riot or other calamity has produced enough excess debris to need special cleanup, the COLLECTOR shall commence work within 96 hours from the time they are notified by the Director to remove and transport the excess debris or refuse within the collection area at the rate to be established between the COUNTY and the COLLECTOR. Should the COUNTY wish to utilize the COLLECTOR to perform such work, the Director shall direct the COLLECTOR to perform such work at the specified rate. However, nothing herein shall require the COUNTY to utilize the services of the COLLECTOR or to prevent the COUNTY from contracting with other parties to perform all or a portion of such work.

SECTION 10. DISPUTE RESOLUTION; DEFAULT; BREACH AND TERMINATION

A. AUTHORITY TO INTERPRET AGREEMENT: To prevent misunderstanding and litigation, the Director shall decide any and all questions which may arise concerning the quality and acceptability of the services performed, the sufficiency and performance, the interpretation of Agreement provisions and the acceptable fulfillment of this Agreement on the part of the COLLECTOR; and the Director will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the COUNTY and the COLLECTOR.

B. The Director shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Agreement and such findings and conclusions shall be final and binding on both parties. The COLLECTOR may appeal the Director's decision to the Board of County Commissioners.

C. The COLLECTOR shall furnish to the Director or designee or authorized representative, every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of this Agreement. The Director or designee may appoint qualified person(s) to inspect the COLLECTOR's operation and equipment at any reasonable time, and the COLLECTOR shall admit authorized representatives of the COUNTY to make such inspections at any reasonable time and place. The COLLECTOR shall designate, in writing, the person to serve as its agent and liaison between its organization and the COUNTY.

D. It is recognized that disputes may arise between the COUNTY and the COLLECTOR with regard to the collection of certain items due to disputes over the specific language of this Agreement. In such event, the Director shall inspect the subject area at the request of the COLLECTOR. The Director may from time to time notify the COLLECTOR of the location and nature of solid waste which has not been collected due to dispute between the COUNTY and the COLLECTOR; and it shall be the duty of the COLLECTOR to remove all such solid waste within seventy-two (72) hours from the date of the notice. Should the COLLECTOR fail to remove said solid waste when obligated to do so pursuant to this Agreement, the COUNTY will remove the solid waste and the costs incurred by the COUNTY shall be assessed against the COLLECTOR. In the event the COLLECTOR disagrees with the decision of the Director the COLLECTOR shall have the right to appeal such decision to the Board and the decision of the Board shall be final.

E. SERVICE DURING DISAGREEMENT: During any dispute which arises between the COUNTY, Director, and/or other interested party and the COLLECTOR, in any way relating to this contract, performance, or compensation hereunder, the COLLECTOR shall continue to render full compliance (and not seek injunctive relief) with all terms and conditions of this contract regardless of the nature of the dispute, unless the County Director specifically notifies the COLLECTOR otherwise.

F. DEFAULT OF COLLECTOR: The COLLECTOR may be held in default of the Agreement in the event the COLLECTOR:

(1) Fails to perform the collections required by the Agreement and appears, to the Director, to have abandoned the work, or to be unable to resume performance within forty-eight hours; or

(2) Has failed on three or more occasions of three working days duration in any year, to perform the collections required by the Agreement; or

(3) Repeatedly neglects, fails, or refuses to comply with any of the material terms of the Agreement, after having received notice of its obligation to so comply.

(4) Proceedings under this section are in addition to the remedies described in SECTION 10(H) for breach of their respective requirements.

(5) To initiate proceedings under this section, the Director shall first request the Board of County Commissioners to declare the COLLECTOR in default. Within three working days after its receipt of such a request, the COUNTY shall give notice to the COLLECTOR, its surety and the Director of the location, time and date within the following seven calendar days of a public hearing at which the COLLECTOR may show cause, why it should not be declared in default. In the event the COLLECTOR fails to show, to the satisfaction of the COUNTY, cause why the COLLECTOR should not be declared to be in default, the Board shall make such declaration.

(6) In declaring the COLLECTOR to have defaulted on the Agreement, the COUNTY may also order the COLLECTOR to discontinue further performance of work under the contract and transfer the obligation to perform such work from the COLLECTOR to the Surety on the COLLECTOR'S performance bond and take any other action it deems advisable.

G. TRANSFER TO SURETY AND COUNTY'S USE OF COLLECTOR'S PROPERTY

(1) Upon receipt of a notice that the work has been transferred to the surety with termination of the Agreement, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the Director pursuant to Section 5(A) of this Agreement, for the purpose of completing the work under the Agreement; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Agreement and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Agreement subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance and the COLLECTOR shall have no claim upon the same.

(2) In the event the surety on the COLLECTOR'S performance bond fails to assume or continue performance bond within 48 hours after its receipt of notice that the work has been transferred to such surety, the COLLECTOR shall lease, sublease or otherwise license the COUNTY to use all, or whatever portion is desired by the COUNTY, of the materials and equipment described on the most recent inventory submitted to the Director pursuant to SECTION 5(A) of the Agreement, for collection purposes for a period of up to six months following the date of the declaration of default by the Board of County Commissioners without requiring the COUNTY to execute any other document whatsoever to accomplish such lease, sub-lease or license and without requiring the COUNTY to post any bond, pledge, deposit or other security for such equipment and materials but upon the condition that the COUNTY pay for the equipment and materials actually used for such collection a market rental that is not greater than the monthly lease, in the event such property is leased by the COLLECTOR; the periodic installment in the event such property is being acquired under a purchase contract; or the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided that under no circumstances shall the COUNTY be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default or other extraordinary payment; nor shall the satisfaction thereof be a condition to the COUNTY'S interim use of such property; provided further that such lease, sub-lease or license shall be suspended on the date the surety on

the COLLECTOR'S bond or its agent accepts the transfer of work under the Agreement.

(3) In the event the COUNTY secures the performance of work under the Agreement at a lesser cost than would have been payable to the COLLECTOR had the COLLECTOR performed the same, the COUNTY shall retain such difference; but in the event such cost to the COUNTY is greater, the COLLECTOR and its surety shall be liable for and pay the amount of such excess to the COUNTY.

(4) All payments due the COLLECTOR at the time of default, less amounts due the COUNTY from the COLLECTOR; shall be applied by the COUNTY against damages suffered and expense incurred by the COUNTY by reason of such default; any excess shall be paid to the COLLECTOR except as provided in the Agreement.

(5) Notwithstanding the provisions of this section, a delay or interruption in the performance of all or any part of the Agreement resulting from changes ordered in the work, from labor disputes, or, from other causes beyond the COLLECTOR'S control, shall not be deemed to be a default and the rights and remedies of the COUNTY provided for herein shall be applicable.

H. BREACH OF AGREEMENT

(1) If the COLLECTOR fails to be at work at the time specified, persistently disregards laws, ordinances or instructions of the Director, or repeatedly fails to provide sufficient reserve workforce and equipment to insure the proper completion of the residential work by 8:00 pm each day; or performs the work unsatisfactorily or fails to collect refuse on a regular schedule, or discontinues the prosecution of the work without authorization by the COUNTY, or becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows final judgment rising out of performance of the Agreement to stand unsatisfied for a period of ten (10) days, the COUNTY will consider such action a breach of Agreement and give notice, in writing by registered mail, to the COLLECTOR and the surety of such breach.

(2) If the COLLECTOR or the surety, within ten (10) days after such notices, does not proceed to take over and complete the work under the orders of the Director, then the Director, because of the breach of Agreement, shall have full power and authority, without violating the Agreement or bond, to take over the completion of said Agreement according to the terms and provisions thereof, or to use such other methods as in his opinion may be required for the completion of said Agreement in an acceptable manner. Furthermore, after the issuance by the COUNTY of its notice of intention to terminate the Agreement, the COLLECTOR shall not remove from its normal, daily workplace in the COUNTY any of the equipment listed on the inventory approved by the Director in accordance with

SECTION 5(A) of this Agreement until arrangements to continue the work, by Agreement, by surety, or otherwise, have been completed by the COUNTY.

(3) For all costs, charges and damages incurred by the COUNTY, together with the costs of completing the work, the COLLECTOR and his surety shall be liable, and such costs may be deducted from any monies due or which may become due the COLLECTOR. Should the COUNTY incur any attorneys fees to seek enforcement of any of the provisions in this Agreement and prevails, the COLLECTOR and his surety shall be liable for those fees, and such expense may be deducted from any monies due or which may become due to the COLLECTOR. In case the expense incurred by the COUNTY is less than the sum which would have been payable under the Agreement if it had been completed by the COLLECTOR, then the COLLECTOR and the surety shall be liable and shall pay the COUNTY the amount of said excess.

I. NO WAIVER: No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default of any of the terms, covenants and conditions of this Agreement nor affect the right of the COUNTY to enforce same. The payment or acceptance of compensation for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

SECTION 11. LIQUIDATED DAMAGES.

A. The following acts or omissions shall be considered a breach of the contract and for the purpose of computing damages. It is agreed that the Director may deduct from payments due or to become due to the COLLECTOR, the following amounts as liquidated damages for each infraction:

1. Collection of residential solid waste prior to 6:00 a.m. or after 8:00 p.m.
   $300.00 each case. See SECTION 5 C

2. Collection of commercial solid waste prior to 6:00 a.m.
   $300.00 each case. See SECTION 5 C

3. Legitimate Complaints – (Over twenty (20) per month).
   $50.00 each additional legitimate complaint. See SECTION 5 E

4. Failure to clean vehicles and maintain in good working condition.
   $50.00 each vehicle per occurrence. See SECTION 5 B

5. Failure to keep vehicles closed or covered.
   $50.00 per occurrence. See SECTION 5 B

6. Loaded vehicles left standing on the street unnecessarily.
   $50.00 per occurrence. See SECTION 5 B

7. Failure to pick up "Special Collection Solid Waste" within seventy-two (72) hours.

$50.00 each case. See SECTION 4 C (3)

8. Failure to maintain schedule established and given as a requirement of this Agreement in writing to the public and the COUNTY.
$50.00 per violation of route schedule. See Various SECTIONS

9. Failure to respond to complaints as required by this Agreement
$50.00 each case. See SECTION 5 (E)

10. Failure to pick up scattered debris
$50.00 each case. See SECTION 5 B (6)

11. Failure to leave cans upright with covers securely in place
$50.00 each case. See SECTION 5 D (1)

12. Failure to pick up properly prepared Yard Waste
$50.00 each case. See SECTION 4 E

13. Failure to notify COUNTY of route or material change
$100.00 each case. See SECTION 5 A (10)

14. Late Annual Certified Audit
$100.00 each day. See SECTION 15 (A)

15. Failure to have backup equipment
$50.00 each case. See SECTION 5 B(4)

16. Improper disposal of recyclables
$200.00 each load. See SECTION 4 D (9)

17. Failure to replace damaged container
$100.00 each case. See SECTIONS 4 B/ 5 D (5)

18. Failure to repair customer damage
$200.00 each case. See SECTION 5 D (5)

19. Failure to provide Recycling data
$250.00 each day. See SECTION 4 D (8)

20. Hydraulic spills/leaks on roads
$500.00 each case. See SECTION 5 B (2)

21. Failure to provide requested information per the Agreement
$500.00. See Various SECTIONS

22. Failure to commence automated or semi-automated collection services after expiration of the transition period, or force majeure extension.
$500.00 each day, beginning after a two-week time to cure the violation, accruing until 100% of the customers in the Service Area are provided automated or semi-automated residential collection services. See SECTION 5 A (5)

B. Prior to claiming liquidated damages, the COUNTY shall notify the CONTRACTOR in writing of the specific complaint(s) for which liquidated damages are claimed. Such notice must be provided no later than ten (10) days after the end of the month in which the complaint occurred. The CONTRACTOR may contest the imposition of liquidated damages by notifying the COUNTY of its intent to do so within ten (10) days of receipt. The Director shall meet with the CONTRACTOR and attempt to reasonably resolve such protest based on available evidence. In the event the matter cannot be resolved, the CONTRACTOR may petition the Board.

SECTION 12. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

(1) The CONTRACTOR shall hold COUNTY harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting there from, arising out of or resulting from the performance of the products or from the services for which the COUNTY is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the CONTRACTOR, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

(2) The CONTRACTOR agrees to indemnify the COUNTY and pay the cost of the COUNTY'S legal defenses, including fees of attorneys as may be selected by the COUNTY, for all claims described in the hold harmless clause herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the COUNTY'S exclusive remedy.

(3) It is agreed by the parties hereto that specific consideration has been received by the CONTRACTOR under this agreement for this indemnification provision.

B. INSURANCE REQUIREMENTS

(1) The COLLECTOR shall furnish to the COUNTY evidence of insurance coverage for all insurance required under the provisions of this section of this Agreement immediately upon the execution of this Agreement by the parties. Failure of the COLLECTOR to maintain said insurance at any time during the term of this Agreement by the COLLECTOR shall be construed to be a material breach of the Agreement by the COLLECTOR.

(2) The COLLECTOR agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance generally known as "Commercial General Liability policies" insuring the COLLECTOR against any and all claims, demands or causes of action whatsoever for injuries received or damage to property relating to the performance of the duties of the COLLECTOR under the terms and provisions of this Agreement. Such policies of insurance shall insure the COLLECTOR in an amount not less than One Million Dollars ($1,000,000) to cover any and all claims connected with any accident or occurrence that may arise or be claimed to have arisen against the COLLECTOR. The

COLLECTOR agrees to provide and maintain at all times under this Agreement motor vehicle public liability insurance in an amount of not less than One Million Dollars ($1,000,000). Said insurance policies shall provide that the COUNTY shall be endorsed as an additional insured to those policies and entitled to thirty (30) days written notice of any changes or cancellations in said policies.

(3) A certificate of insurance indicating that the COLLECTOR has coverage in accordance with the requirements of this Agreement, shall be furnished by the COLLECTOR to the Director within ten (10) days from the date of the execution of this Agreement. The Director shall forward all such certificates of insurance to the Brevard County Insurance Director for review while maintaining copies of certificates of insurance for coverage currently in force along with this Agreement.

(4) The CONTRACTOR shall include all subcontractors, whether approved by the COUNTY or not, as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

(5) In the event the COLLECTOR is comprised of more than one individual, corporation, or other entity, each of the entities comprising the COLLECTOR shall be jointly and severally liable under this Agreement.

SECTION 13. PERFORMANCE BOND

A. The COLLECTOR shall provide a COLLECTOR'S performance and payment bond in the amount of One Million Dollars ($1,000,000) with a surety company acceptable to the COUNTY as surety, which bond shall be conditioned that such COLLECTOR shall faithfully perform all of the provisions of this Agreement and pay all laborers, mechanics and sub-contractors and material men, and all persons who shall supply such COLLECTOR or sub-contractors with provisions and supplies for the performance of this Agreement; and shall perform work or services, or furnish material to any sub-contractor, shall have the same right under the provisions of such bond as if such works, services or material was furnished to the original COLLECTOR, and shall contain appropriate recitations; (1) that it is issued pursuant to this Section of this Agreement; (2) that it shall be construed to meet all the requirements specified herein and to give all of the rights specified in SECTION 10; and (3) that any condition or limitation in such bond which is in conflict with the conditions and requirements of this Section is void.

B. In lieu of the Performance Bond required herein the COLLECTOR may enter into an Agreement with the COUNTY, drafted to the satisfaction and approval of the County Attorney and the County Manager, that the COLLECTOR shall make a deposit to an escrow account in a bank approved by the COUNTY, in cash or in negotiable government securities, equal at all times in market value to the face amount of the bonds. Such Agreement shall provide that the cash or negotiable securities may be claimed by the Director, under the same circumstances as provided for use of the Performance Bond. The bond or the cash or security deposit shall

remain in effect for the initial term of the Agreement, and for the renewal period, or the Agreement is terminated by the COUNTY. If the Agreement is renewed, a Performance Bond in the amount stated above or the cash or security deposit shall be furnished forty-five (45) days prior to the beginning of the renewal period.

SECTION 14. COLLECTOR'S RELATIONSHIP TO COUNTY

A. It is expressly agreed and understood that the COLLECTOR is in all respects an independent Contractor as to the work notwithstanding in certain respects the COLLECTOR is bound to follow the direction of designated County Officials and the COLLECTOR is in no respect an agent, servant or employee of the COUNTY. This Agreement specifies the work to be done by the COLLECTOR, but the method to be employed to accomplish this work shall be the responsibility of the COLLECTOR, unless otherwise provided in this Agreement.

B. The COLLECTOR's performance of this Agreement shall be supervised by the Director or designee. If at any time during the life of this Agreement, performance satisfactory to the Director or designee shall not have been made, the COLLECTOR, upon notification by the Director or designee, shall increase the force, tools and equipment as needed to perform this Agreement properly. If, within twenty-four (24) hours of the COUNTY's notification, the COLLECTOR shall fail to take measures to increase the force, tools and equipment as needed to perform this Agreement, the COUNTY may elect to temporarily hire equipment and manpower in order to restore the level of service to an acceptable level. The COUNTY may claim reimbursement of all costs incurred hereunder from the COLLECTOR's surety and as otherwise available under law. The failure of the Director or designee to give such notification shall not relieve the COLLECTOR of its obligation to perform the work at the time and in the manner specified by this Agreement.

SECTION 15. CERTIFIED AUDIT

A. On or prior to June 30 of each year, COLLECTOR at its own expense shall provide the COUNTY with a certified audit performed by an independent Certified Public Accountant. Such audit shall be performed in accordance with generally accepted auditing standards, and shall cover the annual period of the COLLECTOR's most recent fiscal year. The audit report shall identify and separate that portion of COLLECTOR'S business performed in the unincorporated area of Brevard County. Such audit shall also include, but shall not be limited to, a statement of financial condition, a statement of gross receipts of the COLLECTOR for services rendered under this Agreement, the average number of customers, a statement of expenditures indicating where and how such expenditures were incurred, and a statement listing the charitable donations to entities serving Brevard County.

B. The COUNTY and the COLLECTOR understand and agree that time is of the essence regarding the receipt of the certified audits. Therefore, if the COLLECTOR fails to provide the COUNTY with said certified audit on or prior to the date prescribed herein, the COLLECTOR shall pay the COUNTY the sum of One Hundred Dollars ($100.00) per day for

each day the audit is received after June 30th. Provided, however, that the COUNTY may, upon request by the COLLECTOR not later than June 15th of a given year, grant the COLLECTOR an extension not to exceed thirty (30) days for good cause shown.

C. If the COUNTY has not received the certified audit within the prescribed time, the Director shall notify the COLLECTOR in writing. If the certified audit is not received within thirty (30) days of the date such notice is mailed, the COUNTY may conduct its own audit in accordance with this Agreement. In such event, in addition to the late fee imposed above, the COLLECTOR shall reimburse the COUNTY for all costs it incurs in auditing the COLLECTOR and collecting the sums it is entitled to hereunder, including court costs and a reasonable attorney's fee.

D. The COLLECTOR shall make available to the COUNTY the work papers of the auditor in connection with the certified audit required by this section. The COLLECTOR shall not contract for audit services with an auditor that will not make said work papers available to the COUNTY.

SECTION 16. ELECTRONIC COMPATIBILITY

A. The COLLECTOR shall provide complete and accurate information data about each user of their service as required from time to time by the COUNTY in a format and on a media to be defined by the COUNTY. The COUNTY shall provide the COLLECTOR with a written request for information data and the media required, and shall specify the date the information is required.

B. The exact data and format of the data requested may change from time to time. The COLLECTOR shall provide the required change within thirty (30) days of being given written notice by the COUNTY of a required change. If the change involves new media that the COLLECTOR does not possess, the COUNTY shall determine the time in which the COLLECTOR shall provide the change.

C. The COUNTY may, upon written request by the COLLECTOR, grant the COLLECTOR an extension, not to exceed thirty (30) additional days, beyond the original specified date to deliver the information data. However, such request shall be made not later than thirty days prior to the original specified due date.

SECTION 17. MISCELLANEOUS

A. The COLLECTOR shall pay all Federal, State and local taxes and fees including, but not limited to sales tax, social security, workers' compensation, unemployment insurance and other required taxes and fees which may be chargeable against labor, material, equipment, real estate and any other item necessary to and in the performance of this Agreement.

B. The COLLECTOR shall comply with all laws, ordinances, rules and regulations now existing or established or hereinafter established at any time during the term of this Agreement by the County, State Legislature and agencies, and Federal Government.

C. The COLLECTOR shall perform the duties under the terms and provisions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. No part of this Agreement shall in any way be construed or interpreted to constitute the COLLECTOR or any of his agents or employees as the agent, employee or representative of the COUNTY.

D. No assignment or subletting of all or any portion of the work under this Agreement shall be permitted except with written approval of the Board. Subcontractor Doug Conner, Inc. was approved by the Board as part of the competitive selection process to award this Agreement. The COLLECTOR alone, subject to the provisions of his performance bond, shall be held responsible for the full and faithful performance of this Agreement.

E. No modification or amendment of the terms hereof shall be effective unless written and signed by the parties hereto.

F. The provisions, covenants and conditions to this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

G. Should any terms, provision, condition or other portion of this Agreement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of the Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

H. The terms and conditions of this contract supersede the terms, obligations and conditions of any existing or prior Agreement or understanding, written or oral, between the parties regarding the work to be performed, compensation to be paid, and all other matters contained.

I. In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

J. This Agreement shall be deemed to have been executed and entered into the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

K. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this agreement shall be in the Eighteen Judicial Circuit Court in and for Brevard County, Florida, and any trial shall be non-jury.

L. In the performance of this Agreement, the COLLECTOR shall keep books, records, and accounts of all activities, related to this Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Owner and shall be retained by Contractor for a period of three (3) years after termination of the agreement. All records, books and accounts related to the performance

of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

M. Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 (e) Section 274(e) of the Immigration and Nationality Act. The Owner shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

N. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

O. The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

P. All notices required or contemplated by this Agreement shall be personally served or mailed, posted prepaid, and return receipt requested, addressed to the parties as follows:

COUNTY: Euripides Rodriguez, Director
Solid Waste Management Department
2725 Judge Fran Jamieson Way
Viera, FL 32940
321-633-2042
euripides.rodriguez@brevardcounty.us

CONTRACTOR: Waste Management Inc. of Florida
Legal Department
2700 Wiles Road
Pompano, FL 33073

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

03.21.13

Andy Anderson, Chairman
As approved by the Board on 2-19-13

Reviewed for Legal Form and Content

Christine Lepore
Assistant County Attorney

WASTE MANAGEMENT INC. OF FLORIDA
7382 Talona Drive
West Melbourne, Florida 32904

By: _____
Timothy B. Hawkins, President