

**Solid Waste and Recyclables Collection  
Franchise Agreement**

**Between**

**Indian River County Solid Waste Disposal District  
("SWDD")**

**And**

**Waste Management, Inc. of Florida  
("Franchisee")**

**TABLE OF CONTENTS**

<b>ARTICLE 1.</b>	<b>DEFINITIONS</b>	6
<b>ARTICLE 2.</b>	<b>TERM</b>	10
2.1.	Effective and Commencement Dates	10
2.2.	Initial Term	10
2.3.	Renewal Option	10
2.4.	Customer Service Contracts	10
<b>ARTICLE 3.</b>	<b>EXCLUSIVE AND NON-EXCLUSIVE SERVICES</b>	11
3.1.	Exclusive Services	11
3.2.	Non-Exclusive Services	11
<b>ARTICLE 4.</b>	<b>TITLE TO SOLID WASTE AND RECYCLABLE MATERIALS</b>	12
<b>ARTICLE 5.</b>	<b>SERVICE TRANSITIONS</b>	12
5.1.	Transition Prior to Commencement of Collection Services	12
5.2.	Transition Prior to Expiration of Collection Services	13
5.3.	Solid Waste Service Contracts	14
<b>ARTICLE 6.</b>	<b>RESIDENTIAL COLLECTION SERVICE</b>	14
6.1.	Residential Collection Service – Solid Waste Franchise Area	14
6.2.	Bulk Trash Collection Service	15
6.3.	Residential Recyclables Collection Service – Recycling Franchise Area	15
6.4.	Rear Door Collection Service	15
6.5.	Residential Supplemental Collection Service	15
6.6.	Multi-Family Residential Service	16
<b>ARTICLE 7.</b>	<b>COMMERCIAL COLLECTION SERVICE</b>	16
7.1.	Service Requests	16
7.2.	General Collection Procedures	17
7.3.	Commercial Recycling	17
7.4.	Commercial Supplemental Collection Services	18
<b>ARTICLE 8.</b>	<b>HOURS AND HOLIDAYS</b>	18
8.1.	Collection Hours	18
8.2.	Holidays	18
8.3.	Hours During Closure of Designated Facilities	19
<b>ARTICLE 9.</b>	<b>ADDITIONAL SERVICES</b>	19
9.1.	Community Cleanups	19
9.2.	Recycling at County Buildings and Facilities	19
9.3.	Public Awareness Program	19
9.4.	State and Local Waste Diversion and Recycling Goals	20
<b>ARTICLE 10.</b>	<b>DESIGNATED FACILITY</b>	20
10.1.	Designated Disposal Facilities for Solid Waste, Program Recyclables and Yard Waste	20
10.2.	Out-of-County Solid Waste	21
<b>ARTICLE 11.</b>	<b>ROUTES AND SCHEDULES</b>	21
11.1.	Collection Plan	21
11.2.	Changes in Collection Services	21

<b>ARTICLE 12. CONTAINERS .....</b>	<b>22</b>
12.1. Collection Container Specifications .....	22
12.2. Container Type and Distribution.....	22
12.3. Maintenance Repair and Replacement of Containers .....	23
12.4. Ownership of Collection Containers .....	23
<b>ARTICLE 13. VEHICLES AND EQUIPMENT.....</b>	<b>23</b>
13.1. General Provisions .....	23
13.2. Reserve Vehicles and Equipment.....	24
13.3. Identification .....	24
13.4. Maintenance and Cleaning .....	25
13.5. Right to Inspect Vehicles .....	25
<b>ARTICLE 14. COLLECTION PROCEDURES .....</b>	<b>25</b>
14.1. General Collection Procedures .....	25
14.2. Mixing of Loads of Materials.....	26
14.3. Non-Collection Procedures .....	26
14.4. Protection of Private and Public Property .....	27
14.5. Access to Streets and Collection Containers.....	27
14.6. Safety Program.....	28
14.7. Permits and Licenses.....	28
<b>ARTICLE 15. EMPLOYEES AND SUPERVISORS .....</b>	<b>28</b>
15.1. General Provisions .....	28
15.2. Operations Manager .....	29
15.3. Collection Supervisor .....	29
15.4. Dedicated Personnel.....	29
15.5. Employee Conduct .....	29
15.6. Employee Appearance and Identification.....	29
15.7. Employee Training and Licenses .....	29
15.8. Removal of Employees.....	30
<b>ARTICLE 16. OFFICE AND FACILITY .....</b>	<b>30</b>
16.1. Customer Service Office.....	30
16.2. Operations/Vehicle Maintenance Facility.....	30
<b>ARTICLE 17. COMPLAINTS AND DISPUTES .....</b>	<b>30</b>
17.1. Calls and Communications .....	30
17.2. Dispute Resolution.....	31
<b>ARTICLE 18. MONITORING AND REPORTING .....</b>	<b>31</b>
18.1. Service Verification System .....	31
18.2. Record Keeping .....	32
18.3. Daily Report .....	33
18.4. Monthly Report.....	33
18.5. Annual Report .....	34
<b>ARTICLE 19. PARTICIPATION GROWTH STRATEGY.....</b>	<b>35</b>
19.1. Residential Participation .....	35
19.2. Commercial Recycling Participation.....	35
<b>ARTICLE 20. EDUCATION, PROMOTION AND PUBLIC AWARENESS.....</b>	<b>35</b>
20.1. Participation in County Activities .....	35

Indian River County Solid Waste Disposal District  
Solid Waste and Recyclables Franchise Agreement

20.2.	Use of County Themes and Logos .....	36
20.3.	Distribution with Recycling Containers .....	36
20.4.	Distribution of Information to Commercial Customers .....	36
ARTICLE 21.	FRANCHISE FEE .....	36
ARTICLE 22.	COMPENSATION .....	36
22.1.	Collection Service Rates .....	36
22.2.	Rate Adjustment .....	36
22.3.	Change in Law Rate Adjustment .....	37
22.4.	Limitation on Rate Changes .....	37
22.5.	Billing and Payment .....	37
ARTICLE 23.	EMERGENCY SERVICES .....	37
23.1.	Contingency and Continuity of Operations Plan .....	37
23.2.	Variance in Routes and Schedules .....	38
23.3.	Emergency Management/Disaster Meetings .....	38
ARTICLE 24.	PERFORMANCE .....	38
24.1.	Performance Bond .....	38
24.2.	Administrative Charges .....	39
ARTICLE 25.	CHANGES TO SERVICE .....	41
25.1.	Addition or Deletion of Recyclable Materials .....	41
ARTICLE 26.	TERMINATION .....	41
26.1.	Failure to Maintain Performance Bond and Insurance .....	41
26.2.	Scrutinized Companies .....	41
26.3.	Bankruptcy .....	41
26.4.	Default .....	42
ARTICLE 27.	INSURANCE .....	42
ARTICLE 28.	OTHER TERMS AND CONDITIONS .....	43
28.1.	Piggyback Clause .....	43
28.2.	Partnership Opportunities .....	43
28.3.	Indemnification .....	43
28.4.	Assignment .....	43
28.5.	Severability .....	43
28.6.	Compliance with Laws and Regulations .....	43
28.7.	Sovereign Immunity .....	44
28.8.	Right to Require Performance .....	44
28.9.	Modification .....	44
28.10.	Reservation of Rights .....	44
28.11.	Independent Franchisee .....	44
28.12.	Governing Law, Venue .....	44
28.13.	Public Access .....	44
28.14.	Waiver .....	44
28.15.	Survival of Obligation .....	45
28.16.	Attorney's Fees .....	45
28.17.	Headings .....	45
28.18.	Notice .....	45

Indian River County Solid Waste Disposal District  
Solid Waste and Recyclables Franchise Agreement

EXHIBIT 1 – COLLECTION SERVICE RATES .....	47
EXHIBIT 2 – FRANCHISE AREA .....	49
EXHIBIT 3 – PROGRAM RECYCLABLES .....	51
EXHIBIT 4 – CALCULATION OF RATE ADJUSTMENT .....	52
EXHIBIT 5 – TECHNICAL SPECIFICATIONS FOR ROLL CARTS .....	53
EXHIBIT 6 – TECHNICAL SPECIFICATIONS FOR RFID TAGS FOR COMMERCIAL APPLICATION .....	56
EXHIBIT 7 – LOCK REQUIREMENTS FOR GOVERNMENT SERVICED FACILITIES .....	57
EXHIBIT 8 – GOVERNMENT BUILDINGS AND FACILITIES LIST .....	58
EXHIBIT 9 – RFP #2024020 SOLICITATION PACKET / FRANCHISEE PROPOSAL .....	62

This Franchise Agreement (Agreement) is hereby made and entered into [                  ], between Indian River County Solid Waste Disposal District (SWDD), a dependent special district of Indian River County, Florida, whose address is c/o Indian River County Utilities Department, 1801 27<sup>th</sup> Street, Vero Beach, Florida 32960, and Waste Management, Inc. of Florida (Franchisee), a Florida Corporation, whose address is 4310 77<sup>th</sup> Street, Vero Beach, Florida 32967. All terms and conditions set forth in #RFP2024020 and the submittal specifications received from and by Waste Management Inc. of Florida as a response to RFP#2024020 are incorporated by reference and hereto attached at Exhibit 9. Any inconsistency in documents relating to this Agreement shall be resolved by giving precedence in the following order: (i) this Agreement and subsequent Amendments, and (ii) RFP#2024020.

#### **ARTICLE 1.        DEFINITIONS**

To the extent that any definition contained herein conflicts with any similar definition contained in any federal, state, or local law, the definition herein shall prevail for the purposes of this Franchise Agreement. However, nothing contained herein shall be interpreted to require Franchisee to undertake any conduct that is prohibited by Applicable Law.

**Applicable Law** shall mean all applicable federal and State of Florida laws, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

**Audited Financial Statement** shall reference a collection of the following as they are defined by the American Institute of Certified Public Accountants: accountants' report (opinion), balance sheet, profit/loss statement, changes in financial position/cash flow statement, notes to the financial statement, accountants' report on supplemental information and supplemental information.

**Automated Collection** means the method of Collection that utilizes collection vehicles that are equipped with mechanical systems to lift a Collection Roll Cart to empty the contents into a collection vehicle.

**Biological Waste** shall mean that as defined in section 403.703, F.S. as amended and provided here: *Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons licensed under chapter 497.*

**Biomedical Waste** shall mean that as defined in section 403.703, F.S. as amended and provided here: *Any Solid Waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human disease-causing agents; discarded disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the Florida Department of Health represent a significant risk of infection to persons outside the generating facility. The term does not include human remains that are disposed of by persons licensed under Chapter 497.*

**Board** shall mean the Board of County Commissioners of Indian River County, Florida.

**Bulk Trash** shall mean any non-vegetative item that cannot be containerized, bagged, or bundled, or whose large size or weight precludes its handling, processing, or disposal by normal methods. Bulk Trash shall include, but not be limited to, furniture, White Goods, grills, lawn equipment, furnaces, and bicycles, excluding carpet/rugs, vehicular tires up to 25" inches diameter which may be on or off the wheel rim, motor vehicles or similar property not having a useful purpose to the owner or abandoned by the owner and not included within the definitions of garbage, Yard Waste per week. Definition does not include Hazardous Waste or Construction and Demolition debris.

**Change in Law** shall mean (i) the adoption, promulgation, or modification after the Effective Date of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the Effective Date; or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the Effective Date, which in the case of either (i) or (ii) establishes requirements affecting Franchisee's operation under this Agreement more burdensome than the requirements that are applicable to Franchisee in effect as of the Effective Date. A change in any federal, state, county, or other tax law or worker's compensation law shall not be a Change in Law. However, in the event that a federal, state, or local entity imposes a fee, charge, or tax after the Effective Date that applies to Franchisee's operations per se, such fee, charge, or tax shall be treated as a Change in Law.

**Clamshell, Claw or Grapple Trucks** enable the collection of Bulk Trash and/or Yard Waste. A large percentage of items in the solid waste stream are too large or too heavy to be safely lifted by hand into traditional garbage trucks. The preferred

method for collecting these items is with a grapple truck. Grapple trucks have hydraulic knuckle booms, tipped with a clamshell bucket. The grapple loader is mounted on the frame with a claw-like device to grab the waste and deposit it in a rear box mounted on the truck chassis.

**Collection** shall mean the process of picking up, transporting, and dropping off Residential Waste, Commercial Waste and Disaster Debris at the Designated Disposal Site or Designated RMFP, or the process of picking up, transporting and dropping off Exempt Materials.

**Collection Service** shall reference all services provided to collect materials pursuant to this Agreement (i.e., Commercial Collection Service, Residential Collection Service, and Residential Recycling Collection Service).

**Commencement Date** shall mean October 1, 2025, the date services pursuant to the Agreement shall commence.

**Commercial Collection Service** shall mean the collection of Solid Waste within the Solid Waste Franchise Area from Commercial Properties and Multi-Family or Residential Units choosing not to have Curbside Residential Collection Service, and delivery of Solid Waste to the Designated Facility.

**Commercial Containers** shall mean any container including, but not limited to dumpster, Roll Off, or compaction equipment approved by the Contract Manager to be used for the collection of Solid Waste from any Commercial Customer utilizing dumpster, Roll Off, or compaction Commercial Collection Service.

**Commercial Customers** shall mean any person receiving Commercial Collection Service.

**Commercial Property** shall mean property or properties zoned or used for commercial or industrial uses or used by an entity exempt from taxation under s. 501(c)(3) of the Internal Revenue Code, and excludes property or properties zoned or used for single-family residential or multi-family residential uses.

**Commercial Supplemental Collection Services** shall mean services provided by Franchisee to Commercial Customers which are not included in the Commercial Collection Service Rate including, but not limited to extra or special collection, gate service, roll-out service, container modification, or locking devices.

**Construction and Demolition or C&D** shall mean that as defined in section 403.703, F.S. as amended and provided here: *Discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of Construction and Demolition with other types of Solid Waste will cause it to be classified as other than Construction and Demolition. The term also includes:*

- a) *Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;*
- b) *Except as provided in s. 403.707(9)(i), Yard Waste and unpainted, nontreated wood scraps and wood pallets from sources other than construction or demolition projects;*
- c) *Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding, concrete, and similar materials from industrial or*
- d) *De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.*

**Contamination** shall mean any material placed into a Recycling Cart not included in the definition of Program Recyclables. Contamination shall also mean any material or combination of materials placed in either the Bulk Trash, C&D debris, or Yard Waste that does not meet their respective definitions. This definition shall also apply to the mixing of required separately collected loads of materials.

**Contract Manager** shall mean the person designated by SWDD to act as the SWDD's representative during the term of this Agreement.

**County** shall mean Indian River County, Florida, County government, its officers, agents, and employees.

**Curbside** shall mean the placement within three feet from the nearest public or private way, or in the case of a drainage ditch, at a point within said dimensions adjacent to the nearest driveway within Customer's own property boundary extended through the right-of-way to the road or agreed upon location by Customer, County, and Franchisee.

**Curbside Service Container** shall mean Roll Carts, Recycling Carts, and Yard Waste Roll Carts. Carts may not exceed their manufactured capacity limits.

**Customer** shall mean any person defined as a Commercial Customer or as a Residential Customer, as provided to Franchisee by SWDD.

**Day** shall mean calendar day unless otherwise noted in the Agreement.

**Deliverable** shall mean the result(s) or end products or services that meet the requirements and functional parameters articulated in the Scope of Services/Work for this Agreement including but not limited to services, reports, written documentation, training, systems, or processes.

**Designated Solid Waste, Yard Waste and Recyclables Transfer Facility** shall mean the Indian River County Solid Waste Disposal District Facility, or other facility as designated by SWDD.

**Disaster** shall mean any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by the Board, the Governor, or the President of the United States.

**Disaster Debris** shall reference scattered items and materials either broken, destroyed, or displaced by a Disaster, including, but not limited to, trees and woody debris, construction and demolition materials, personal property and/or mud, silt, gravel and sediment.

**District (SWDD)** shall reference the Indian River County Solid Waste Disposal District (SWDD), a dependent special district of Indian River County, Florida.

**Effective Date** shall mean the date this Agreement has been fully executed by both the SWDD and Franchisee.

**Franchise Agreement or Agreement** shall mean this Franchise Agreement between SWDD and Franchisee, together with all exhibits and other documents that are expressly incorporated by reference.

**Hazardous Waste** shall mean that as defined in section 403.703, F.S. as amended and provided here: *Solid Waste, or combination of Solid Wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under chapter 497.* In addition to the foregoing definition, any material or substance identified in the Florida Administrative Code Rule 62-730, and 40 Code of Federal Regulation, Part 261 is also included.

**Holidays** shall mean Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

**Improved Property** shall mean all commercial and/or residential improved real property as herein defined that generates or is capable of generating residential solid waste.

**Legitimate Complaint** shall mean any complaint where the provisions herein regulating Solid Waste, Program Recyclables, or Yard Waste collection were adhered to by the Customer and Franchisee did not perform in accordance with such provisions.

**Multiple Dwelling Unit or Multi-Family Unit** shall mean any building containing five (5) or more permanent residential living units.

**Non-Program Recyclables** shall mean Recyclable Materials or Recyclables not included in the list of Program Recyclables provided in Exhibit 3 and which are segregated from other materials in the waste stream.

**Program Recyclables** refers to Recyclable Materials or Recyclables included in the SWDD's Residential and Multi-Family recycling program as defined in Exhibit 3. Program Recyclables include incidental amounts of rejects and non-designated materials as can normally be expected as part of municipal recycling collection.

**Rates** shall mean the Board-approved amounts to be charged by Franchisee for Residential Collection Service, Commercial Collection Service and Residential Recyclables Collection Service, or for Supplemental Collection Services.

**Recyclable Materials or Recyclables** shall mean those materials that are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. This term encompasses Program Recyclables and Non-Program Recyclables.

**Recycling Cart** shall mean Roll Cart, authorized, and approved by the Contract Manager for the collection of Program Recyclables.

**Recycling Container** shall mean any container authorized and approved by the Contract Manager for the collection of Recyclable Materials including but not limited to Recycling Cart and commercial recycling containers.

**Recycling Franchise Area** shall mean the specified area within the County, as defined in Exhibit 2, for which the Franchisee is granted the right to collect Program Recyclables from Residential Customers.

**Residential Collection Service** shall mean Curbside collection of Solid Waste, including Bulk Trash and Yard Waste, from individual Residential and Multi-Family Units, and delivery of collected materials to the Designated Facility.

**Residential Customers** shall mean any person residing in a Residential Unit receiving Residential Collection Service.

**Residential Recyclables Collection Service** shall mean the collection of Program Recyclables from Residential Unit by Franchisee utilizing Recycling Cart or Container and delivered to the Designated Facility.

**Residential Supplemental Collection Service** shall mean any service provided by Franchisee that is not included in the Residential Collection Services as set forth in Article 6.5.

**Residential Unit** shall mean each lot or parcel of land in the county that is improved for occupancy as a single-family residence, duplex, triplex, or quadplex, and any other residence, except a multiple dwelling unit. The term also includes individually owned mobile or modular homes or trailers that: (1) have residential permanent license tags; (2) are erected on a separate parcel of property; (3) are within a residential franchise area or a residential recyclables franchise area; and (4) do not receive commercial service.

**Roll Cart** shall mean a wheeled container designed and intended to be used for automated collection service and meeting specifications provided in Exhibit 5.

**Route Load Ticket** shall reference the internal ticket or tracking system of fleet utilized on a specific route.

**Set Out** shall mean an action, event, or instance comprised of the proper placement of Solid Waste, Program Recyclables, Yard Waste, or Bulk Trash for Collection at Customer's premises, in accordance with County Code.

**Single Stream Recycling** refers to a recycling process that allows for comingled Recyclables, as defined in Exhibit 3, to be collected.

**Sludge** shall mean that as defined in section 403.703, F.S. as amended and provided here: *The accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.*

**Solid Waste** shall mean that as defined in section 403.703, F.S. as amended and provided here: *Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garage, 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.* This term does not include Disaster Debris.

**Solid Waste Franchise Area** shall mean the specified area of the unincorporated County, as defined in Exhibit 2, for which the Franchisee is granted the right to provide Residential Collection Service and Commercial Collection Service, as well as Residential Supplemental Collection Service and Commercial Supplemental Collection Service.

**Substandard Road** shall mean a local, rural road or residential street which serves primarily to provide access to the farms, residences, business or other abutting properties with a low average daily traffic (ADT) volume and short average trip lengths. Although local roads and streets may be planned, constructed and operated with such the predominant function of providing access to adjacent property, some local, rural roads and streets serve a limited amount of through traffic and may be graded, gravel or unimproved. Such roads may also include geometric design and traffic control features more typical of collectors and arterials to encourage the safe movement of through traffic. On these roads the traffic is local in nature and extent rather than regional, intrastate or interstate.

**Uncontrollable Force** shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, terrorism, sabotage, and governmental actions. Labor disputes, including, without limitation, strikes and slowdowns, are not an Uncontrollable Force.

**White Goods** shall mean inoperative or discarded appliances including, but not limited to, air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

**Yard Waste** shall mean vegetative matter resulting from yard and landscaping maintenance, including leaves, grass clippings, shrubbery cuttings, palm fronds, tree branches and other similar matter generated by a customer at a residential unit in the franchise service area. Yard Waste is limited to that which meets proper set-out specifications fitting into 96-gallon containers provided by the County. Such items collected by Commercial Lawn Care Service shall not be considered Yard Waste for the purposes of the Agreement. Tree limbs exceeding three (3) inches in diameter and/or chipped tree materials are not considered part of the residential or commercial Yard Waste service. These materials must be brought to the County Landfill as they are considered chargeable items.

## ARTICLE 2. TERM

### 2.1. Effective and Commencement Dates

The Effective Date is the date the Agreement is executed and has been signed by the SWDD or Franchisee, whichever date is later. The Commencement Date is the date that collection services required by this Agreement shall commence. The Commencement Date shall be October 1, 2025.

### 2.2. Initial Term

The term of this Agreement shall be for a period of five (5) years beginning on the Commencement Date, October 1, 2025, and terminating on September 30, 2030.

### 2.3. Renewal Option

At the sole option of the SWDD, this Agreement may be renewed for one (1) additional term of three (3) years under the same terms and conditions as the initial term, including amendments. The Franchisee shall be notified by SWDD no later than September 30, 2029, of its intent to renew or not to renew the Agreement. If renewed, per a written and executed extension agreement, the additional three (3) year term will begin on October 1, 2030, and terminate on September 30, 2033.

Following the initial three (3) year renewal term, this Agreement may be renewed for one (1) additional term of two (2) years under the same terms and conditions as the initial renewal term, including amendments, as a mutual option between the SWDD and Franchisee. The SWDD and the Franchisee shall notify one another no later than March 31, 2032, of their intent to renew or not to renew the Agreement. If renewed, per a written and executed extension agreement, the additional two (2) year term will begin on October 1, 2033, and terminate on September 30, 2035.

### 2.4. Customer Service Contracts

The term of any contract between a Customer and Franchisee for a Collection Service, disposal and/or related service, not including non-exclusive services, shall not extend past the term of the Agreement.

### **ARTICLE 3. EXCLUSIVE AND NON-EXCLUSIVE SERVICES**

#### **3.1. Exclusive Services**

The Franchisee is herein granted the exclusive right to provide the following collection services:

- a. Residential Collection Service and Commercial Collection Service in the Solid Waste Franchise Area.
- b. Residential Recyclables Collection Service in the Recycling Franchise Area.
- c. Commercial Recycling Services at Indian River County Government Buildings and Facilities.

Franchisee shall transport and deliver all collected materials to Designated Sites as specified herein.

#### **3.2. Non-Exclusive Services**

3.2.1. The Franchisee shall provide collection of Recyclables from Commercial Properties upon request and as required in Article 7.3 of this Agreement. However, the provision of this service is not exclusive to the Franchisee.

3.2.2. Per the County's Code of Ordinances Section 204.08, the following types of materials are exempt from the provisions of the Agreement and may be collected and disposed of by the owner or occupant of any premises, or the owner's or occupant's representative, at the owner's or occupant's expense. Descriptions are derived from the County Code and include minor additional descriptors to provide clarity to the Franchisee:

- a. Land clearing debris.
- b. Construction and Demolition Debris, including residential Construction and Demolition Debris.
- c. Trash and debris associated with farming operations.
- d. Extraordinary, Hazardous, Biomedical, and radiological waste.
- e. Wrecked, scrapped, ruined, or dismantled motor vehicles, or motor vehicle parts, including used oil, tires, and batteries.
- f. Recyclable Materials generated by Commercial Customers, provided the materials are subjected to a recycling process.
- g. Residential Solid Waste generated in the areas of Indian River County lying outside the SWDD boundaries of the Solid Waste Franchise Area.
- h. Solid Waste, and Yard Waste generated in the incorporated areas (i.e., municipalities) of Indian River County which are not included within the Solid Waste Franchise Area, as defined in Exhibit 2, and as applicable.
- i. Sludge.
- j. Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

3.2.3. Residential Customers may self-haul Solid Waste, Recyclable Materials, and/or Yard Waste to permitted or appropriate disposal or processing facilities if they so choose. Residential and Commercial Customers may also utilize a Private Hauler for the removal of Bulk Waste and White Goods from a person's premises that must also include the transportation of the material from the site of generation to a Designated Facility.

3.2.4. Franchisee is not granted or guaranteed the right to collect Disaster Debris resulting from natural or human induced emergency that is officially declared a Disaster as defined herein. The County has a Disaster Debris contract for such services. Should SWDD request Franchisee assistance for non-emergency storm debris, compensation will be negotiated at time of request.

3.2.5. SWDD reserves the right to exclude the collection of other materials from this Agreement in the future for the purposes of increasing recycling and helping the County in their waste reduction and material diversion efforts.

#### **ARTICLE 4. TITLE TO SOLID WASTE AND RECYCLABLE MATERIALS**

Residential Solid Waste, Program Recyclables placed Curbside for collection by Franchisee and Program Recyclables collected by the Franchisee at Government Buildings and Facilities, shall become the sole ownership of SWDD. Franchisee shall have no right to take, keep, process, alter, remove, or otherwise dispose of any such materials, except that Franchisee shall have the right and obligation to transport all such materials to the Designated Facility. However, Franchisee shall have the sole responsibility and liability for the lawful disposal of any Biological Waste, Biomedical Waste, or Hazardous Waste that Franchisee collects.

#### **ARTICLE 5. SERVICE TRANSITIONS**

##### **5.1. Transition Prior to Commencement of Collection Services**

5.1.1. Franchisee is responsible for providing a smooth transition in Collection Services to minimize inconvenience to Customers. To accomplish this objective, Franchisee shall participate in transition meetings as scheduled and conducted by the Contract Manager, to plan and manage the transition process so that no service interruption occurs, and any new services are in place by the Commencement Date.

5.1.2. Franchisee shall submit to the Contract Manager, no later than thirty (30) Days following the Effective Date, a Transition Plan that provides a detailed description of how Franchisee will plan and prepare for providing Residential Collection Services, Residential Recyclables Collection Services, and Commercial Collection Services leading up to the Commencement Date. The Transition Plan must be in Microsoft Excel format, detailed to the task level, and provide a thorough action plan with description by task, responsible party, and due date for each action item. The Transition Plan must meet the approval of the Contract Manager. If the Contract Manager does not approve any part of the Transition Plan, Franchisee shall provide a revised proposed Transition Plan within five (5) business days of notification.

5.1.3. At a minimum, Franchisee must address the following categories in the Transition Plan. The list is not intended to identify all necessary tasks to be performed by Franchisee, but to provide a springboard for Franchisee to develop a comprehensive Transition Plan:

- a. Contact List: List of key transition personnel including, but not limited to service transition project manager, education and outreach coordinator, and operations manager (or similarly titled positions)
- b. Transition Meeting and Call Schedule: Proposed meeting and call schedule including, but not limited to, meetings with Contract Manager, County staff, and outgoing franchisee leading up to the Commencement Date.
- c. Operations/Vehicle Maintenance Facility: Schedule for establishing an operations/vehicle maintenance facility meeting requirements of Article 16.2.
- d. Customer Service Office: Schedule for establishing a customer service office meeting requirements of Article 16 and having equipment and staffing in place to begin receiving calls prior to Commencement Date.
- e. Roll Cart Request System: Schedule for developing and implementing a system for Curbside Customers to request a specific size Roll Cart and/or Recycling Cart as required in Article 12.2.3.
- f. Roll Cart End of Life Management: Newly awarded Franchisee will be responsible for recycling all residential roll carts.
- g. Roll Cart Assembly and Distribution (A&D): Schedule for Roll Cart A&D including cart purchase, production, shipment, and acceptance dates; days and hours of operation; and completion of A&D. A&D plan should identify A&D contractor and contact information and describe staging areas, A&D route schedule, number of crews, expected number of carts delivered per crew per day, method for assigning carts to addresses, data points to be collected at time of A&D, and upload frequency of data into central A&D database.

- h. Roll Cart Swaps: Schedule for Roll Cart swaps including plan for receiving swap requests, initiating exchanges, and maintaining asset management database.
- i. Collection Containers: Schedule for providing manufacturer's detailed specifications documenting that all Collection Containers meet the specifications required herein. Schedule for purchasing all other Collection Containers, equipping Collection Containers with Radio Frequency Identification (RFID) tags (as applicable) and removing/replacing all Collection Containers owned by outgoing franchisee.
- j. Fleet: Schedule for purchase and delivery of all vehicles, and for ensuring that all vehicles are street legal (registered, insured, licensed, and tagged). For all new purchases, Franchisee shall provide a list of vehicles, manufacturer, purchase order, and documentation of anticipated delivery date, along with periodic updates from the manufacturer.
- k. Collection Plan: Schedule for providing the Collection Plan that details vehicles, equipment, service levels, schedules, routes in Geographic Information System (GIS) format, and meets the requirements of Article 14.5.
- l. Safety Plan: Schedule for providing a written copy of the Safety Plan covering all aspects of operations under the Agreement as required in Article 14.6.
- m. Education and Outreach: Schedule to assist the County with informing Residential Customers and Commercial Customers about Collection Services, container delivery, and collection schedules prior to Commencement Date. This shall include attaching relevant information, provided by Franchisee and as approved by the County, to all Roll Carts during A&D.
- n. Staffing and Training: Schedule for obtaining necessary labor and training staff on equipment and routes.
- o. Routing: Schedule for developing Solid Waste, Recyclables, and Yard Waste routes, identifying obstacles such as low trees, narrow and substandard roadways, and overhead wires, and conducting dry-runs of collection routes.
- p. Service Verification System: Schedule for providing and testing RFID (if applicable) or other real time service verification system as agreed to by the County during negotiations. Schedule for onsite training for SWDD staff on the use of web-based service verification system by appropriately trained professional personnel.

5.2. Transition Prior to Expiration of Collection Services

5.2.1. Should SWDD choose not to renew this Agreement or should no renewal options remain, SWDD anticipates awarding a new agreement at least twelve (12) months prior to the expiration of this Agreement or any subsequent renewals. In the event a new agreement has not been awarded within such time frame, Franchisee agrees to provide service to the SWDD for an additional ninety (90) Day period beyond the expiration of the Agreement at the then established service rates, provided the SWDD requests said services in writing at such time.

5.2.2. Prior to expiration of the Agreement, Franchisee shall work with SWDD and the newly selected franchisee to ensure a smooth transition period with no interruption of service, including, but not limited to, attending coordination meetings with SWDD and newly selected franchisee, coordination and cooperation in removal of collection containers, and providing detailed Customer and service information, as requested.

5.2.3. Franchisee shall provide the Contract Manager with complete and accurate Residential Customer and Commercial Customer data, collection container data, and Residential Customer and Commercial Customer Service information upon request, including but not limited to the following:

- a. Complete inventory of collection Containers and Roll Carts utilized by Customers in a format acceptable to SWDD, that includes for each container its location (street address), use (i.e., Solid Waste, Yard Waste, or Recyclables), capacity, identification number, collection frequency, current collection schedule, Customer name and contact information, and whether

the container (if Commercial) is Franchisee-owned or Customer-owned. If any replacement or exchange of Franchisee-owned Collection Containers listed in the Collection Container Inventory occurs after the inventory is submitted, Franchisee shall notify the Contract Manager.

- b. Complete an accurate asset management database including all information associated with Roll Cart and Recycling Cart management.

5.2.4. Work with the newly selected franchisee to develop a mutually agreeable schedule for removal of Franchisee-owned Commercial Containers and placement of new containers. The schedule shall ensure no interruption in Commercial Collection Service.

5.2.5. Franchisee shall allow the newly selected franchisee to purchase or rent for up to ninety (90) Days, Franchisee-owned Commercial Containers. The purchase price and/or rental shall be negotiated between Franchisee and newly selected franchisee.

5.2.6. SWDD reserves the right to withhold payment to Franchisee for the final month of service until Franchisee has complied with all requirements of this Article.

### 5.3. Solid Waste Service Contracts

5.3.1. Any and all contracts that provide Solid Waste collection service and/or related Solid Waste services between the previous franchisee and Residential or Commercial Customers within the unincorporated areas of the County and the Town of Indian River Shores shall be null and void as of 11:59 p.m. on September 30, 2025.

## ARTICLE 6. RESIDENTIAL COLLECTION SERVICE

### 6.1. Residential Collection Service – Solid Waste Franchise Area

Franchisee shall provide the following Residential Collection Service within seven (7) Days of request from SWDD.

#### 6.1.1. Universal Service / Carted Yard Waste

6.1.1.1. Residential Collection Service shall include the following types and level of Curbside service:

Type of Service	Level of Service
Solid Waste	Once per week automated cart collection of Solid Waste. Franchisee will be responsible for providing new carts, cart replacement, and cart maintenance. The current available sizes of solid waste carts include 96-gal, 64-gal, and 35-gal.
Yard Waste	Once per week automated collection of Yard Waste in 96-gal cart. The Franchisee shall be responsible for cart purchase, assembly, deployment, replacement, and maintenance.  <i>Natural Christmas trees (free from any lights, ornaments, etc.) will be collected as Yard Waste, provided that the sections of the tree are not more than eight (8) feet in length or more than fifty (50) pounds.</i>
Bulk Trash	Once per week collection of Bulk Trash as further detailed in Article 6.2.

6.1.1.2. Residential Collection Services shall only be provided to all Residential Units located within the Solid Waste Franchise Area.

6.1.1.3. Franchisee shall submit monthly invoice to SWDD in accordance with provisions outlined in Article 22.5.

**6.2. Bulk Trash Collection Service:**

The Franchisee shall provide residential Bulk Trash collection service to all single family and multi-family residential units in the Solid Waste Franchise area.

The Franchisee shall collect Bulk Trash from residential units within the service area not less than one (1) time per week on a scheduled route basis. Franchisee will collect Bulk Trash with a REL truck and/or claw truck that will allow Bulk Trash to be collected on the scheduled residential Solid Waste day for customer efficiency and minimizing collection vehicles on roadways. Such service shall be limited to four (4) pieces per week.

All residential Bulk Trash shall be collected and sorted for delivery to a designated disposal facility. As an optional level of service, residents may contract directly with the Franchisee for excess bulk collection.

Note: SWDD seeks Franchisee to have a minimum of four (4) claw trucks available for servicing Bulk and Yard Waste collection, as well as improper setouts and community cleanups.

**6.3. Residential Recyclables Collection Service – Recycling Franchise Area**

6.3.1. Franchisee shall commence Residential Recyclables Collection Service to new Customers within seven (7) Days notification from SWDD.

6.3.2. Once per week collection of Residential Recyclables Collection Service shall be provided to all Residential Units and Multi-family Units not serviced by Commercial Collection Services as defined herein and within the Recycling Franchise Area as defined in Exhibit 2.

6.3.3. Service for Residential Recyclables Collection shall only be initiated, terminated, or changed by SWDD. Franchisee will not initiate, terminate, or change service to the customer without written notification from SWDD. Residential Recyclables Collection Service shall initiate, terminate, or change on the next scheduled collection day from the date notified by SWDD.

6.3.4. Collection of Program Recyclables for Residential Customers residing within the Solid Waste Franchise Area, shall occur on the same Day as collection of Solid Waste.

6.3.5. Franchisee shall provide 64-gallon Roll Carts for Program Recyclables for Residential Customers and shall be responsible for new carts, cart replacement, cart maintenance and asset database management.

6.3.6. For Multi-Family Units receiving Commercial Collection Service, collection containers shall be placed at locations that are mutually acceptable to Franchisee and customer. Franchisee shall provide Roll Carts, dumpsters, or roll-offs, as needed and appropriate.

6.3.7. The County retains the right to modify types of materials included for collection as Program Recyclables as further described in Article 25.1.

**6.4. Rear Door Collection Service**

Franchisee shall provide Rear Door Collection Service to handicapped Residential Customers at no additional charge to Customer or SWDD. Such Residential Customer shall provide a written statement to Franchisee from a licensed physician documenting the nature of the handicap and the need for Rear Door Service. Franchisee shall commence Rear Door Collection Service within one (1) week of notification.

**6.5. Residential Supplemental Collection Service**

6.5.1. Residential Customers desiring Supplemental Collection Services shall request such services directly from Franchisee. The specific arrangement for Supplemental Collection Services is to be determined between the Customer and Franchisee. No such services shall be provided until Franchisee notifies Customer of the fee for such services and receives the Customer's confirmation that the fee is acceptable.

6.5.2. Franchisee shall bill Customers directly for Residential Supplemental Collection Services in accordance with the Rates established in the resulting Agreement.

6.5.3. Disposal fees associated with Residential Supplemental Collection Services are covered by the Annual Assessment.

**6.5.4. Franchisee shall offer Residential Supplemental Collection Services to Residential Customers including, but not limited to the following:**

- a. Exchange Solid Waste or Recycling Roll Cart (1 free exchange per residential customer per contract term).
- b. Additional Solid Waste, Yard Waste or Recycling Roll Cart.
- c. Collection of additional Roll Carts.
- d. Collection of improperly prepared Solid Waste or Yard Waste.
- e. Cart cleaning services.
- f. Excessive Yard Waste (billing per cubic yards).
- g. Excessive Bulk Waste (billing per item or per cubic yard basis).

**6.6. Multi-Family Residential Service**

**6.6.1. Franchisee shall provide Solid Waste and Bulk Trash Collection Service to all Multi-family Units in the Solid Waste Franchise Area.**

**6.6.2. Collection of Solid Waste and Bulk Trash shall be provided at least once per week and Bulk Trash Collection Service shall follow provisions set forth in Article 6.2 Bulk Trash Collection Service.**

**6.6.3. Container type, size, and frequency of service shall be sufficient so that Multi-Family Residential Customers are able to place all Solid Waste in the appropriate Collection Container without overflow and to prevent the creation of a public nuisance or a threat to the public health, safety, or welfare. If necessary, the Contract Manager or their designee shall assist Franchisee and Customer in confirming that the size of the collection container and frequency of collection service are sufficient to ensure that Solid Waste is not routinely placed or stored outside of the collection container.**

**6.6.4. Invoicing for Multi-Family Collection Service shall be at the rate set forth in Exhibit 1 and shall be billed directly between the Customer and the Franchisee in accordance with Commercial Collection Service billing and payment terms identified in Article 22.5.3.**

**6.6.5. Franchisee shall offer Supplemental Collection Services to Multi-Family Customers as provided for in Article 7.4 Commercial Supplemental Collection Services with the following addition:**

- Excessive Bulk Trash (billing per cubic yard basis).

All Supplemental Collection Services provided to Multi-Family Customers shall adhere to the provisions outlined within Article 7.4.

**ARTICLE 7. COMMERCIAL COLLECTION SERVICE**

**7.1. Service Requests**

Commercial Customers shall initiate, terminate, or change service directly by a written contract with Franchisee. Service shall start, terminate, or change on the next scheduled collection day from the date requested.

**7.1.1 Franchisee is authorized to charge interest at the rate set by Florida Statutes on any delinquent Commercial Customer account.**

**7.1.2 Franchisee may collect a deposit prior to initiating service to a Commercial Customer, which shall not exceed the expected charge for two months service to the Commercial Customer. In the event a deposit is collected, it may be used to offset any delinquent amounts due to Franchisee after termination of service. Any remainder of the collected deposit shall be returned to the Commercial Customer.**

7.1.3 Franchisee may charge a Fee, not to exceed fifty dollars (\$50.00) to a Commercial Customer for resumption of service, where Franchisee had discontinued service because the Commercial Customer became delinquent in payments.

7.1.4 Franchisee shall not charge Customers any additional rates, surcharges, or Fees of any kind other than those specifically provided herein.

7.2. General Collection Procedures

7.2.1. Franchisee shall provide Commercial Collection Service in the Solid Waste Franchise Area.

7.2.2. Collection of Solid Waste shall be provided at least once per week.

7.2.3. Container type, size, and frequency of service shall be sufficient so that Commercial Customers are able to place all Solid Waste in the appropriate Collection Container without overflow and to prevent the creation of a public nuisance or a threat to the public health, safety, or welfare. If necessary, the Contract Manager or their designee shall assist Franchisee and Customer in confirming that the size of the collection container and frequency of collection service are sufficient to ensure that Solid Waste is not routinely placed or stored outside of the collection container.

7.2.4. Collection containers shall be placed at locations that are mutually acceptable to Franchisee and Commercial Customer, and in compliance with County ordinance. If a dispute should arise between a Commercial Customer and Franchisee regarding the location of a collection container, the Contract Manager shall consult with the County's Community Development Department and designate the location.

7.2.5. Where several Commercial Customers are in close proximity to each other, such as in the same shopping center or the same mall, such Customers may enter into a joint agreement to contract with Franchisee to collect Solid Waste in shared containers. Franchisee shall be responsible for joint agreements.

7.2.6. Franchisee shall purchase, equip, and maintain Ultra High Frequency (UHF) Radio Frequency Identification (RFID) tags on all commercial containers serviced. Technical specifications for the required RFID tags are provided in Exhibit 6.

7.3. Commercial Recycling

7.3.1. Franchisee shall encourage all persons utilizing a Commercial Property to recycle and shall provide for collection of Recyclables. The types of Recyclables collected from Commercial Customers shall, at a minimum, include the Program Recyclables listed in Exhibit 3.

7.3.2. Frequency of collection for Recyclables may be provided as agreed upon by the Commercial Customer and Franchisee.

7.3.3. The rate charged by the Franchisee for collection of commercial Recyclables shall be less than the collection rate charged for servicing a Solid Waste container of equal size and frequency.

7.3.4. Service is not exclusive to Franchisee, and Franchisee is responsible for processing and all processing costs.

7.3.5. Government Services

The Franchisee shall provide Single Stream commercial recycling collection services to various Indian River County Governmental Buildings and Facilities on a weekly basis. A detailed listing of the locations and summary of the size of the containers and services is provided in Exhibit 8. The Franchisee shall provide a unit price for the various types of containers to be paid on a monthly basis. The franchisee shall be responsible for new carts, cart replacement, and cart maintenance. Please note, some locations have carts equipped with gravity locks (see Exhibit 7 for lock specifications). The franchisee will be responsible for purchase and installation of future gravity locks as designated by SWDD Contract Manager or designee. The Franchisee shall honor these unit rates (or any approved adjusted rates) for any additional locations specified by SWDD during the term of the Agreement. Specialty Service means

emptying containers at multiple locations at a single facility. For example, a County Park has recycling carts at multiple pavilions that would need to be retrieved, emptied and the cart returned.

**7.4. Commercial Supplemental Collection Services**

7.4.1. Franchisee shall offer Supplemental Collection Services to Commercial Customers including, but not limited to, the following:

- a. Rolling out Collection Container and returning to its original location.
- b. Opening and closing doors or gates.
- c. Locks for Collection Containers (See Exhibit 7 for requirements for government facilities).
- d. Unlocking and locking Collection Containers.
- e. Moving Customer-owned container location, upon Customer's request.

7.4.2. Commercial Customers desiring Supplemental Collection Services shall request such services directly from Franchisee. The specific arrangements for Supplemental Collection Services are to be determined between the Customer and Franchisee. No such services shall be provided until Franchisee notifies the Customer of the fee for such services and receives the Customer's confirmation that the fee is acceptable.

7.4.3. Franchisee shall bill Customers directly for Commercial Supplemental Collection Services in accordance with the rates stated in Exhibit 1.

7.4.4. Automatic renewals for service agreements between Franchisee and Commercial Customers must provide for cancellation notification which shall not exceed a four-month period and shall be printed in bold on any service agreement and monthly billing statement.

**ARTICLE 8. HOURS AND HOLIDAYS**

**8.1. Collection Hours**

8.1.1. Residential Collection Service and Residential Recyclables Collection Service shall take place between 6:00 a.m. and 6:00 p.m. Monday through Friday, except during Holiday weeks or as otherwise authorized by Contract Manager.

8.1.2. Commercial Collection Service shall take place between 6:00 a.m. and 6:00 p.m. Monday through Sunday. Franchisee may begin collecting Solid Waste from Commercial Customers at 4:00 a.m. subject to the approval of the Contract Manager. Should Franchisee receive any complaints from residents living in close proximity to the commercial routes and adversely impacted by early morning collection activity, the Franchisee shall reroute the affected area to begin collection time to 6:00 a.m. All rerouting is subject to the approval of the Contract Manager.

**8.2. Holidays**

8.2.1. Franchisee shall not be required to provide Residential Collection Service, Residential Recyclables Collection Service, or Commercial Collection Service on Holidays, as defined herein.

8.2.2. For the remainder of the week following all Holidays, Franchisee shall provide Residential Collection Service and Residential Recyclables Collection Service to each Residential Customer on the Day following the normally scheduled Day, including Saturday.

8.2.3. If Franchisee does not provide Commercial Collection Service on Holidays, Franchisee shall provide Commercial Collection Services normally scheduled for that Holiday during the next business Day following such Holiday.

8.2.4. Franchisee shall notify all Customers whose collection Day has been changed due to a Holiday at least three (3) business days and not more than ten (10) business days prior to the Holiday. Said notice, approved by the Contract Manager, shall be made through email, social media, advertisement in a newspaper of general circulation published within the County (size of ad to be approved), and other outlets as agreed upon between

Franchisee and Contract Manager, at Franchisee's expense. Proof of notifications and/or publications shall be provided in the next monthly report following the Holiday.

**8.3. Hours During Closure of Designated Facilities**

8.3.1. Franchisee shall not be required to provide Collection Service on Days that the Designated Facilities are closed.

**ARTICLE 9. ADDITIONAL SERVICES**

**9.1. Community Cleanups**

9.1.1. Franchisee shall perform up to four (4) community cleanups within the Franchise Area each calendar year. Community cleanups are typically a single day event on a weekend. The times and locations of the community cleanups shall be selected by the Contract Manager after coordinating with Franchisee. Franchisee shall provide appropriate containers during each community cleanup at no additional cost to the SWDD or to the sponsor. During the community cleanup, Franchisee shall collect only Solid Waste, Yard Waste, Program Recyclables, and Bulk Trash. Franchisee shall transport these materials to the SWDD Facility for disposal at no additional cost to Franchisee.

9.1.2. In addition, the Franchisee shall assist SWDD with at least two (2) paper shredding events within the Franchise Area each calendar year. The paper shredding events are typically a single day event on a weekend scheduled from 8:00 a.m. to 12:00 p.m. SWDD will cover the cost of advertising for the events and the Franchisee shall cover the cost of the events as well as provide at least three (3) personnel to assist with the events.

9.1.3. Franchisee shall provide collection for up to twenty (20) events per year of illegal dumping in roads or rights-of-way including properties deemed as a public nuisance by either the IRC Code Enforcement Department or the IRC Health Department upon request by Contract Manager. An event may be the collection of debris along an entire street and/or may require the use of a claw truck. Cleanup events will be limited to dumping and not include general roadside cleanups. Franchisee shall deliver this material to the Designated Facility. The County will be responsible for all disposal and tip fee charges associated with this service. Any additional collection shall be requested by the Contract Manager and the Franchisee shall be compensated under the fees for Supplemental Services.

**9.2. Recycling at County Buildings and Facilities**

9.2.1. Franchisee shall provide recycling service at County Buildings and Facilities at locations provided in Exhibit 7 at prices in Exhibit 1. Future locations to be determined by Contract Manager.

9.2.2. Franchisee shall provide locked recycling carts at locations provided in Exhibit 7 and at additional locations as needed through the term of the Agreement. The type of lock shall be approved by the Contract Manager. The locked recycling cart to include the lock, the installation (to include hole on top and smaller holes on bottom, gasket around the top hole) and maintenance costs, and the transportation and delivery costs as needed.

9.2.3. Franchisee will work in conjunction with SWDD to provide associated educational materials to encourage use.

9.2.4. All container labeling shall be approved by the Contract Manager prior to distribution.

**9.3. Public Awareness Program**

9.3.1. Franchisee will partner with SWDD and Indian River County Schools to present programs on recycling and sustainability at the schools.

9.3.2. The Public Awareness Program is a public information program developed by the SWDD and Franchisee to encourage the residents and businesses in the County to reduce the amount of Solid Waste generated, recycle whenever possible, and safely manage and dispose of Solid Waste that is not recycled. The program also will provide the public with information concerning Franchisee's services, fees, level of service and any proposed

changes in those fees or services. At the request of the Contract Manager, Franchisee shall distribute brochures or other informational material concerning SWDD's Public Awareness Program up to two (2) times per year. These materials will be prepared and printed by SWDD. The materials shall be delivered by Franchisee to Franchisee's customers via U.S. mail, or as approved by the Contract Manager, at no additional cost to SWDD or customer.

#### **9.4. State and Local Waste Diversion and Recycling Goals**

9.4.1. SWDD reserves the right to implement new pilot or full-scale waste reduction and/or recycling programs, and if necessary to exempt collection of additional materials from the exclusive right granted Franchisee, for the purpose of increasing recycling and helping the County strive toward State or local goals. This may include removing from the exclusive franchise commercial or residential food waste from the Solid Waste material stream to support community composting projects, as well as providing assistance with composition studies and visual audits on designated routes by actions such as allowing IRC to install scales for waste audits.

9.4.2. SWDD reserves the right to negotiate with Franchisee to implement incentives to increase recovery of Recyclable Materials generated by Commercial Customers.

9.4.3. If SWDD desires Franchisee to assist in implementing any pilot program to evaluate strategies that increase waste reduction/recycling, improve collection efficiency, and/or reduce solid waste management costs, Franchisee shall cooperate with County in conducting such pilot studies and shall enter good faith negotiations with SWDD, if deemed necessary, for additional services provided by Franchisee to carry out such pilot programs.

9.4.4. SWDD and the Franchisee will perform routine audits to ensure that recycling carts are not utilized for solid waste services and that educational information is provided to reduce/eliminate contamination. Franchisee assistance in audits shall not exceed one route per month. If a recycling cart is tagged by SWDD or the Franchisee, the Franchisee shall instruct their driver(s) to not collect the tagged recycling carts. After three (3) such occurrences, the Franchisee is authorized by SWDD to remove the recycling cart from the premises. Failure on the part of the Franchisee to enforce this policy shall result in administrative charges. With the Contract Manager's approval, a recycling cart may be returned to the customer with educational materials and a delivery fee. Upon return of the recycling cart the routine audit policy shall resume.

9.4.5. Franchisee shall support SWDD in future waste generation studies and pilot projects by allowing, at the cost to SWDD, the addition of temporary scales to select fleet vehicles.

#### **ARTICLE 10. DESIGNATED FACILITY**

##### **10.1. Designated Disposal Facilities for Solid Waste, Program Recyclables and Yard Waste**

10.1.1. The Franchisee shall deliver all Solid Waste (including Bulk Trash), Recyclables, and Yard Waste collected pursuant to this Agreement to the Designated Facility, unless otherwise approved by the Contract Manager in writing.

**Solid Waste, Yard Waste and Recyclables**  
SWDD Facility  
1325 74<sup>th</sup> Avenue SW  
Vero Beach, Florida 32968

10.1.2. SWDD reserves the right to change the Designated Facility or add an additional Designated Facility during the term of the Agreement. Should SWDD do so, collection rates may be adjusted according to the average change in distance driven by the Franchisee. Supporting information justifying the need for an adjustment will be required.

10.1.3. Solid Waste collected from Single Family and Multi-Family Residential Customers in the Solid Waste Franchise Area according to the terms of this Agreement may be disposed of at the Designated Facility at no cost to Franchisee.

10.1.4. Solid Waste collected from Commercial Customers in the Solid Waste Franchise Area pursuant to this Agreement, with the exception of Solid Waste collected in roll-offs, may be disposed of at no additional cost to the Franchisee. Franchisee shall pay disposal fees for Solid Waste delivered in roll-off containers and is responsible for invoicing and collecting payment for such disposal costs from the Commercial Customer.

10.2. **Out-of-County Solid Waste**

Franchisee shall not transport any Solid Waste or other material originating from outside of the County to the Designated Facility without the prior written authorization of the SWDD. Any out-of-County Solid Waste or Recyclables approved by the SWDD for disposal or processing in the Designated Facility shall be subject to appropriate fees and charges, as determined by the Board by resolution.

**ARTICLE 11. ROUTES AND SCHEDULES**

11.1. **Collection Plan**

11.1.1. Franchisee shall prepare a plan that details the vehicles, equipment, service levels, schedules, and routes for providing Residential Collection Services and Commercial Collection Services in accordance with the provisions of the Agreement (Collection Plan). The Collection Plan shall be submitted to the Contract Manager for approval in accordance with the schedule established in the Transition Plan, as approved by the Contract Manager.

11.1.2. At a minimum, the Collection Plan shall include the following:

- a. Schedule of routes by service type.
- b. Map for each route showing the day of the week, route boundaries, and the starting point(s) and ending point(s) for Collection Services. Collection routes shall be provided in Geographic Information System (GIS) format that is acceptable to the County's GIS Department.
- c. Vehicle/equipment list to include the make, type, year, license number, and ID number for each vehicle.

11.1.3. Franchisee shall ensure that the Collection Plan keeps changes to existing collection routes to a minimum, except to meet restrictions regarding hours and Days of collection required or for efficiency.

11.1.4. Franchisee shall provide Collection Services in accordance with the routes and schedules in the Collection Plan.

11.2. **Changes in Collection Services**

11.2.1. Following the Commencement Date, Franchisee may only change Residential Collection Service routes and schedules upon approval by the Contract Manager. Franchisee shall submit to the Contract Manager a description of all route and schedule changes, including service levels, at least thirty (30) Days prior to implementation of such changes or in accordance with an alternate notification deadline approved by the Contract Manager. This shall include any support equipment or staff from other areas and contracts utilized to perform County operations.

11.2.2. Franchisee shall notify all affected Customers in writing regarding approved collection changes no later than two (2) weeks prior to such change.

11.2.3. Franchisee shall inform SWDD of any delays in the daily collection schedule (e.g., disabled trucks, accidents, or shortage of staff causing route delays) that last for more than two hours.

11.2.4. Franchisee shall provide the Contract Manager with a revised vehicle/equipment list within 24 hours of the effective date of any change.

## **ARTICLE 12. CONTAINERS**

### **12.1. Collection Container Specifications**

12.1.1. Roll Carts supplied by Franchisee shall meet the specifications provided in Exhibit 5 and are subject to approval by the Contract Manager.

12.1.2. Commercial Containers supplied by Franchisee shall meet the specifications provided in Exhibit 6 and are subject to approval by the Contract Manager.

12.1.3. Commercial Containers supplied by Franchisee shall have attached lids, shall be of equivalent or better quality than those previously in use by the County, (if applicable) shall be equipped with RFID tags meeting the specification provided in Attachment I, and are subject to approval by the Contract Manager.

12.1.4. Open-top roll-off containers shall not be used for Collection of putrescible waste unless approved by the Contract Manager. If approved by the Contract Manager, roll-off containers used to collect putrescible waste must be equipped with a cover that meets the approval of the Contract Manager.

12.1.5. Franchisee shall submit to the Contract Manager the manufacturer's detailed specification sheets (general product summary sheets will not suffice) for the Roll Carts and Commercial Containers the Franchisee intends to utilize, documenting that they meet the required specifications.

12.1.6. All hot-stamp and label text and designs for Roll Carts are subject to approval by the Contract Manager prior to use.

12.1.7. Franchisee shall replace labels on an as-needed basis.

12.1.8. Franchisee shall provide gravity locks or equivalent on all Commercial Containers to ensure that all Commercial Containers are locked to prevent unauthorized use. Commercial Customers shall be provided with keys for proper use of the Commercial Containers.

12.1.9. Franchisee shall provide audit and education to all Commercial Customers to minimize or reduce overflow of solid waste outside of the Commercial Container(s). If, after proper education and documented notification of non-compliance, the Franchisee may charge an approved fee by the Contract Manager to encourage compliance.

### **12.2. Container Type and Distribution**

12.2.1. Prior to the Commencement Date and in accordance with transition plan specified in Article 5.1, Franchisee shall provide Solid Waste and Yard Waste Roll Carts for all Residential Customers within the Solid Waste Franchise Area, Recycling Roll Carts for all Residential and Multi-Family Units within the Recycling Franchise Area. Roll Carts must meet the technical specifications provided in Exhibit 5. SWDD reserves the right, at its sole discretion, to designate the number, size, and/or frequency of collection of Roll Carts provided to Multi-Family Units.

12.2.2. Franchisee shall maintain an adequate supply of Roll Carts and shall deliver new and additional Roll Carts to Customers within seven (7) Days of receiving request for said containers.

12.2.3. The standard program-size Roll Carts include a ninety-six (96) gallon cart for Solid Waste and Yard Waste and a sixty-four (64) gallon cart for Program Recyclables issued to each residential customer. However, 96, 64, and 35-gallon Solid Waste and Recycling Roll Cart sizes shall be made available for customers that request alternative sizes.

12.2.4. Following the first ninety (90) Days of service, upon request, Franchisee shall exchange a residential customer's Roll Cart with an alternatively sized Roll Cart. Franchisee shall provide one (1) Roll Cart exchange for Solid Waste, Yard Waste and Recyclables per customer at no charge to the customer or the SWDD. Should a residential customer request additional exchanges, the Franchisee may charge the residential customer at rate defined per Roll Cart that is exchanged. Franchisee shall track and report exchanges as specified in ARTICLE 18.

12.2.5. If a customer generates large quantities of Solid Waste and Yard Waste, the customer may request an additional Roll Cart to accommodate the extra materials. The Franchisee may charge a one-time fee at the rate

defined per additional Roll Cart delivered. The maximum number of Roll Carts per customer shall not exceed four (4).

12.2.6. If a customer generates large quantities of Program Recyclables, the customer may request an additional Roll Cart to accommodate the extra materials. There shall be no charge for the delivery or collection service for additional Roll Carts for Recyclables.

12.3. Maintenance Repair and Replacement of Containers

12.3.1. Franchisee shall maintain all Commercial Containers that are not Customer-owned in good working order throughout the entire term of the Agreement.

12.3.2. Commercial Containers shall have solid, substantial bottoms; shall be equipped with a removable plug for the purpose of clean out; and shall be free of rust holes, broken hinges, broken doors or door fasteners, broken wheels, or broken lids.

12.3.3. Commercial Containers shall be kept painted at all times so that they do not become a detriment to the community and shall be painted as deemed necessary or as directed by the Contract Manager.

12.3.4. Franchisee, at its own expense, shall repair or replace damaged, destroyed, or stolen Collection Containers that are not Customer-owned within three (3) business days of notification by SWDD or Customer.

12.3.5. If Franchisee damages or destroys any Customer-owned containers, Franchisee shall repair or replace said containers, at Franchisee's own expense, within three (3) business days of notification by SWDD or Customer.

12.3.6. All new or replacement Roll Carts shall be delivered to the customers within three (3) Days from the date of request, without exception, with a SWDD-provided new customer information packet attached.

12.3.7. Franchisee shall procure and maintain at its expense all essential spare parts for Collection Containers and shall develop and maintain a readily available source of such parts.

12.4. Ownership of Collection Containers

12.4.1. Ownership of Roll Carts provided for Residential Collection Service (Solid Waste, Yard Waste and Recycling) shall rest with Franchisee until expiration or termination of this Agreement, at which point ownership shall rest with the SWDD.

12.4.2. Franchisee owned Commercial Containers shall remain the sole property of Franchisee.

12.4.3. Upon expiration of the Agreement, Franchisee shall make all Commercial Containers available to the newly selected franchisee pursuant to the provisions of Article 5.2.5.

**ARTICLE 13. VEHICLES AND EQUIPMENT**

13.1. General Provisions

13.1.1. Franchisee shall purchase and/or lease, maintain, and repair all vehicles and equipment necessary to maintain regular collection schedules and to promptly and efficiently perform the duties specified in the Agreement. In the event duties specified in the Agreement are not performed, Franchisee shall increase the supply of collection vehicles, equipment, and employees necessary to perform the services and meet the performance requirements identified herein. Franchisee shall provide collection vehicles that do not exceed five (5) years of age at the beginning of the Agreement with no front-line vehicle to exceed ten (10) years of age during the initial term or any renewal period. Equipment shall be compatible in size and weight to the areas in which such equipment is utilized. If Franchisee must use a narrow or a substandard road (as determined by the County) to obtain access to a customer, Franchisee shall use lightweight and/or smaller vehicles and equipment when providing service on such roads. Collection fleet shall be fueled by Compressed Natural Gas (CNG) or other alternative fuel sources as approved by Contract Manager.

13.1.2. All collection vehicles shall be painted a uniform color scheme.

13.1.3. All collection vehicles shall be equipped at all times with: (a) all safety supplies, equipment, and first aid supplies required by Applicable Laws; (b) a fire extinguisher approved by Applicable Laws; (c) a heavy-duty broom, a rake, and a large dustpan; (d) a spill response kit; (e) an audible back-up warning device; and (f) back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Franchisee's collection vehicles.

13.1.4. All truck bodies must be watertight to a depth sufficient to prevent discharge of accumulated water during loading and transport operations, have solid metal sides and covered metal top, and be equipped with litter shields or other devices designed to contain the load.

13.1.5. All truck bodies must be fully enclosed with a metal top or alternatively equipped with a tarpaulin or net cover with mesh of sufficient size to prohibit release of materials. Such cover shall be kept in good mechanical order and used to cover the load traveling to and from the loading operation or where parked if the contents are likely to be scattered if not covered.

13.1.6. Franchisee shall equip all vehicles used to provide Residential and Commercial Collection Services with appropriate safety equipment and two-way radio, cellular telephone, or other equipment appropriate for communication as approved by the Contract Manager.

13.1.7. Franchisee shall equip all vehicles used for Collection of White Goods with appropriate ancillary equipment so as to avoid breakage of such equipment or of refrigerant lines.

13.1.8. Franchisee shall equip all vehicles used to provide Collection Service with Radio Frequency Identification (RFID) readers, Global Positioning System (GPS) tablets, or other equipment as necessary to provide real-time service verification and asset management database systems as required in Article 18.1.

13.1.9. Prior to use, a tare weight for all Collection vehicles to be used to provide Collection Services will be established at the County's scale house. At the SWDD's discretion, the tare weight of any Collection vehicle may be checked at any time, and the SWDD will make appropriate adjustments to scale house and County records to reflect any changes in tare weight. As determined by the Contract Manager, Franchisee shall use the Automated Scale when available.

13.1.10. SWDD reserves the right to add antennae and computer device to collection vehicles to record Automatic Meter Reading (AMR) technology output signal from IRC utilities water meter devices if it chooses to use this technology. The device would require a power source and allow some sort of magnetic antennae. All AMR equipment shall not interfere with franchisee equipment or job function. SWDD releases Franchisee from all liability related to carrying the device. Franchisee shall install equipment in coordination with County. The County will be responsible for the purchase and installation costs, as applicable.

### **13.2. Reserve Vehicles and Equipment**

13.2.1. Franchisee shall have sufficient reserve vehicles and equipment to complete daily Collection routes according to established schedules and hours of Collection. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when frontline vehicles and equipment are out of service; when delays prevent frontline vehicles and equipment from completing their daily Collection route(s) within the established hours of Collection; and during times of especially large waste generation such as holidays, special events, and storm events.

13.2.2. Reserve vehicles and equipment shall be in service within two (2) hours of any breakdown or delay of the frontline collection vehicle. The reserve vehicles and equipment shall be of similar size and capacity to the vehicles and equipment being replaced.

### **13.3. Identification**

13.3.1. Franchisee's name and customer service telephone number shall be displayed at all times in letters at least four inches high on both side doors of all Collection vehicles. Truck identification numbers shall be displayed at all times in letters at least four (4) inches high on all four sides of all Collection vehicles. Franchisee shall keep a record of the vehicle to which each number is assigned.

13.3.2. All Collection vehicles substantially dedicated to the Agreement shall prominently and permanently display, on both sides of the vehicle body, at all times and in letters at least six inches high, information approved and authorized by the Contract Manager and the type of material (Solid Waste, Yard Trash, or Recyclable Materials) being collected.

13.3.3. If requested by the Contract Manager, Franchisee shall display the SWDD theme and logo on the sides and rear of every vehicle newly put into service in the County to collect Solid Waste, Recyclables, Yard Trash and Bulk Trash pursuant to this Agreement. The signs/graphic shall be appropriately sized, as mutually agreed. SWDD will provide approved artwork for the Collection vehicles.

**13.4. Maintenance and Cleaning**

13.4.1. Franchisee shall monitor, maintain, and repair its collection vehicles and equipment, at a minimum, in compliance with the manufacturer's recommendations and Applicable Law. Oil/hydraulic systems and waterproof seals/enclosures shall be kept in good condition at all times to prevent spills and leaks.

13.4.2. Franchisee shall keep all equipment in good repair and shall monitor all vehicles to prevent fuel and lubricant leaks or spills. All spills discovered shall be cleaned up immediately.

13.4.3. Franchisee shall keep all equipment in sanitary, clean condition at all times. Franchisee shall wash Collection vehicles thoroughly on the outside and sanitize them with a suitable disinfectant and deodorant a minimum of once per week (or more frequently if necessary).

13.4.4. SWDD retains the right, at its discretion, to require a vehicle be taken out of service for habitual maintenance issues. These include, but are not limited to, habitual spills, leaks, repeated breakdowns, and other issues that impact the level of service required under contractual terms.

**13.5. Right to Inspect Vehicles**

13.5.1. Franchisee shall permit the Solid Waste Management Department to inspect the vehicles, equipment, licenses, and registrations at any reasonable time. Except for extraordinary circumstances, as determined by the Contract Manager, all vehicles and equipment utilized to provide service under the Agreement shall be empty and devoid of all Solid Wastes prior to the commencement of daily Collection Service. The County reserves the right to inspect each vehicle, every day, prior to its use in the County.

**ARTICLE 14. COLLECTION PROCEDURES**

**14.1. General Collection Procedures**

14.1.1. Franchisee shall thoroughly empty Collection Containers and return them with lids closed in an upright position to their original location, unless conditions warrant otherwise, as approved by the Contract Manager. The Franchisee shall require their driver(s) to return the Collection Containers manually with the lid closed to the upright position and in their original locations if the driver(s) is responsible for knocking the Collection Cart down.

14.1.2. Franchisee shall provide all Residential Collection Services with minimal noise and disturbance.

14.1.3. All collection vehicles shall remain on the right-hand side of the road when providing Residential Collection Service and at no time shall collection personnel cross to the left-hand side of the road to retrieve containers, Roll Carts or materials that have been set out for collection.

14.1.4. Franchisee shall handle Collection Containers in a manner to prevent damage.

14.1.5. Franchisee's employees shall not trespass on private property, even to access an adjacent property, unless the resident or owner of said property has given permission in writing to Franchisee and SWDD prior to accessing the property.

14.1.6. Franchisee's employees shall take care to prevent damage to public and private property and roadways, including flowers, shrubs, and other plantings.

14.1.7. Franchisee shall immediately (within twenty-four (24) hours) clean up all spillage/leakage/blowing at no cost to SWDD or the County. Franchisee is responsible for cleaning such spills, leaks, or blown materials to the satisfaction of the Contract Manager up to, and including, resealing or resurfacing depending on the severity of the damage. If Franchisee can satisfactorily prove to the Contract Manager that the responsibility for the spillage/leakage/blowing belongs to a third party, then Franchisee will not be responsible for the cleanup. If Franchisee collects an overloaded Commercial Container(s) and a spillage occurs, then this shall be considered by SWDD as spillage by the Franchisee. The Franchisee should follow the procedures in Articles 13.1 and 13.4 to avoid this situation.

14.1.8. Franchisee shall pick up, haul and transport Solid Waste, Recyclable Materials, and Yard Waste in a manner that prevents materials from falling from, blowing off, or in any way escaping from the vehicle or device. Franchisee shall immediately stop the vehicle and retrieve any material that was released or fell from the vehicle for any reason. Failure to adhere to this policy shall result in Administrative Charges.

**14.2. Mixing of Loads of Materials**

14.2.1. Franchisee shall collect Solid Waste, Yard Waste, Bulk Trash and Program Recyclables generated in the Franchise Area separate from any materials generated in another jurisdiction without prior written approval of the Contract Manager.

14.2.2. Franchisee shall collect Solid Waste generated by Residential Customers separate from that generated by Commercial Customers.

14.2.3. Franchisee shall not mix or commingle Recyclables with Solid Waste. Franchisee shall collect Program Recyclables generated by Residential and Multi-Family Units separate from Recyclables from Commercial Customers. Any Recyclables from Commercial Customers that are commingled with Recyclables from Residential or Multi-Family Units shall become the property of SWDD and delivered to the Designated Facility.

14.2.4. Franchisee shall collect Solid Waste, Yard Waste, Bulk Trash and Program Recyclables separate from each other, and shall not combine loads of different material types. Franchisee shall be responsible for all disposal costs associated with loads of mixed materials.

**14.3. Non-Collection Procedures**

14.3.1. Franchisee is not required to collect Solid Waste, Program Recyclables, Yard Waste or Bulk Waste that has not been properly placed for Curbside collection in accordance with County Code and provisions herein.

14.3.2. Franchisee shall develop a durable tag to be placed on any container or waste that has not been set out for collection in accordance with the provisions of the Agreement and shall be known as a "Non-Collection Notice." The design and content of the Non-Collection Notice(s) to be used by Franchisee shall be approved by the Contract Manager. At a minimum, the Non-Collection Notice(s) shall provide the following information regarding the non-collect event: date, reason for non-collection, information that will allow the Residential Customer to correct the problem for future collections, and Franchisee's telephone number for any further questions.

14.3.3. If not collected, Franchisee shall immediately place a Non-Collection Notice on the container or non-conforming materials.

14.3.4. Franchisee shall reasonably attempt to identify, through visual observation, hopper cameras, etc., any materials not included in the definition of Program Recyclables ("Non-Confirming Materials") that have been placed in Recycling Containers. Franchisee shall not collect such Non-Conforming Materials and shall place a Non-Collection Notice on the Recycling Roll Cart indicating why the material was rejected.

14.3.5. Franchisee shall refuse to collect Solid Waste from any Residential or Commercial Customer if Franchisee believes that such Solid Waste contains Hazardous, Radiological, or Biomedical Waste. If Franchisee believes a Residential Customer is depositing such waste for collection, Franchisee shall place Non-Collection Notice on the Roll Cart and immediately notify SWDD to identify the generator of such waste.

14.3.6. Franchisee shall record all non-collection events in a Non-Collection Notice Log and submit this log daily to the Contract Manager in accordance with Article 18. All non-collection events shall be notified to SWDD within one (1) Day of occurrence.

14.3.7. If Commercial Container is inaccessible or blocked, Franchisee shall affix a Non-Collection Notice to the container and provide service on the Commercial Customer's next regular collection Day unless a special collection is arranged.

14.3.8. In the event a Commercial Container is overfilled and cannot be safely dumped, Franchisee shall place a Non-Collection Notice on the container, notify the Customer of the first offense, and reschedule service. Such rescheduling shall be considered a Supplemental Collection Service, which can be arranged between Franchisee and the Commercial Customer for an additional charge. In the event there is a second offense, Franchisee shall place a Non-Collection Notice on the container, notify Customer of the second offense and potential fines that may be levied, and report to SWDD. Third and subsequent offenses shall be reported to SWDD for referral to Code Enforcement.

**14.4. Protection of Private and Public Property**

14.4.1. Franchisee acknowledges that collection points on rights-of-way are frequently co-located with other utility easements. Therefore, particular attention shall be given to the location of water meters, transformers, guy wires, utility poles, irrigation structures, etc. Authorization to use the easement does not abrogate Franchisee's responsibility to exercise caution in relationship to the property of other authorized users.

14.4.2. Franchisee shall take care to prevent damage to all public and private property while conducting services pursuant to this Agreement, including, but not limited to, buildings, monuments, markers or fences, vehicles, pipes and underground structures, storm water inlet covers, gutters, curbs, public streets, trees and tree canopies, flowers, shrubs, and other plantings. The SWDD acknowledges this does not preclude normal wear and tear of streets resulting from normal use by Franchisee.

14.4.3. Franchisee shall immediately notify the Contract Manager of any damage to public or private property caused by Franchisee during the provision of collection services. Wherever such property is damaged due to the activities of Franchisee, it shall be immediately restored to its original condition by Franchisee at Franchisee's expense. In addition, if on County/SWDD property, the Franchisee shall submit an accident/investigation report within forty-eight (48) hours to Contract Manager and the Indian River County Risk Manager.

14.4.4. In case of failure on the part of Franchisee to restore such property or make good such damage or injury, the SWDD may, upon forty-eight (48) hours written notice to Franchisee, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and to bill the cost to Franchisee. If any damage caused by Franchisee impacts the safety, health and welfare of the County's citizens, the repairs will be arranged by the SWDD and billed to Franchisee based on the actual cost incurred to repair the said damages, plus ten percent (10%) to account for the SWDD's administrative costs.

14.4.5. Franchisee shall record all damage to public or private property on Customer Call Log and submit this log daily to the Contract Manager in accordance with Article 18.3. The Franchisee shall provide an after-action report once the issue has been resolved as well as monthly updates if the issue is still unresolved.

**14.5. Access to Streets and Collection Containers**

14.5.1. Franchisee's vehicles shall not unduly interfere with vehicular or pedestrian traffic. Vehicles shall not be left on the street unattended.

14.5.2. In those instances where a public or private street is temporarily closed to vehicular traffic, Franchisee shall return within twenty-four (24) hours of the normal Collection schedule to service Customers located on the street. If at that time the street is still temporarily closed, Franchisee shall notify the Contract Manager and provide Collection Service to such Customers on the next regularly scheduled Collection Day unless otherwise directed by the Contract Manager.

14.5.3. SWDD reserves the right to deny Franchisee's vehicles access to certain streets, alleys, and public ways where the County determines it is in the public's best interest. SWDD shall provide Franchisee with reasonable notice of such access denial so that this action does not interfere unduly with Franchisee's normal operation.

14.5.4. If access to certain streets, alleys, and public and private ways become impassable or if access is denied, Franchisee shall work with the Customer to determine a mutually agreed upon location for the Residential or Commercial Collection Service. If mutual agreement cannot be reached, Collection shall be from the nearest public way that is accessible by the Collection vehicle, or other such location as specified by the Contract Manager.

14.5.5. If efforts to resolve situations that prevent or hinder Franchisee from gaining access to provide the Collection Services required in the Agreement are unsuccessful, Franchisee shall report such cases to the Contract Manager.

**14.6. Safety Program**

14.6.1. Franchisee shall develop, implement, and maintain for the term of the Agreement a safety program for all operations covered under the Agreement ("Safety Plan"). A written copy of the Safety Plan shall be provided to the Contract Manager in accordance with the approved Transition Plan submitted pursuant to Article 5.1.3. Franchisee shall continuously update the Safety Plan to reflect any changes and deliver an updated plan to the Contract Manager whenever changes occur.

14.6.2. Franchisee shall appoint an employee who is qualified and authorized to supervise and enforce safety compliance. Franchisee's employees shall be trained regarding safe operating procedures and provided refresher instruction and training updates.

14.6.3. Safety equipment applicable to the work performed and required by regulation or law shall be provided to employees and others working on behalf of Franchisee. All materials required for first aid shall be provided and maintained by Franchisee.

14.6.4. A written procedure, including documentation, shall be established for the immediate removal to a hospital or a doctor's care of any person who may be injured that requires such care. All injury documentation shall be made available to SWDD upon the Contract Manager's request.

**14.7. Permits and Licenses**

Franchisee shall obtain, at its own expense, all permits and licenses required by Applicable Law and maintain same in full force and effect. Any revocation of Franchisee's licenses or permits shall be reported to the SWDD within three (3) Days.

**ARTICLE 15. EMPLOYEES AND SUPERVISORS**

**15.1. General Provisions**

15.1.1. Within three (3) Days following the Effective Date, Franchisee shall provide the Contract Manager with a written list containing the names, addresses, emails, and telephone numbers of Franchisee's Operations Manager and other key personnel, and the telephone numbers that are to be used to contact Franchisee in the event of an emergency.

15.1.2. Franchisee shall use competent, qualified, sober, drug-free personnel to provide collection services pursuant to this Agreement. Franchisee shall only utilize personnel in providing services pursuant to this Agreement that have passed criminal background checks. Franchisee shall devote sufficient personnel, time, and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the SWDD.

15.1.3. Franchisee shall comply with all Applicable Law relating to wages, hours, overtime, disability, and all other matters relating to the employment and protection of employees, now or hereafter in effect.

**15.2. Operations Manager**

15.2.1. Franchisee shall appoint an individual who is one hundred percent (100%) dedicated to overseeing and implementing the Collection Services provided pursuant to the Agreement, ensuring compliance with the terms of the Agreement, and with the authority to make significant decisions regarding Collection Services ("Operations Manager"). All route managers shall report to the Operations Manager.

15.2.2. Prior to appointment, Franchisee shall submit the qualifications of any proposed Operations Manager to SWDD for approval. The Operations Manager shall have at least ten (10) years of prior managerial experience with solid waste collections of this nature and size. SWDD reserves the right not to approve the proposed Operations Manager if the individual is deemed not to be qualified based on SWDD's sole judgment. Franchisee shall obtain SWDD approval prior to appointment of any Operations Manager.

15.2.3. The Operations Manager shall be the primary point of official contact on behalf of Franchisee for all technical and administrative matters pertaining to the Agreement. At all times during the term of the Agreement, SWDD shall have access to the Operations Manager. Any communications or writings that may be required under the Agreement to be given to Franchisee shall be delivered to the Operations Manager. Such communications or writings shall be considered as having been received by Franchisee when delivered to the Operations Manager.

15.2.4. The Operations Manager shall have direct access to Franchisee's entire management organization for resolving problems beyond the Operations Manager's authority.

**15.3. Collection Supervisor**

15.3.1. Franchisee shall designate one or more collection supervisor(s) ("Collection Supervisor"), who shall oversee provision of the Collection Services according to the terms of the Agreement. SWDD may require Collection Supervisors for up to four lines of business (Residential Solid Waste, Residential Yard Waste, Residential Recycling, and Commercial/Roll-off). The Collection Supervisors shall be readily available by two-way radio or cellular telephone at least between 6:00 a.m. and 6:00 p.m. Monday through Friday, and Saturdays during Holiday weeks. At least one Collection Supervisor shall be available by radio or cellular telephone every Saturday between 6:00 a.m. and 6:00 p.m.

**15.4. Dedicated Personnel**

15.4.1. The Operations Manager, Collection Supervisors, general administrative manager, and other key personnel assigned by Franchisee to the Agreement shall be dedicated solely to the Agreement. No internal reorganization by Franchisee shall remove Franchisee's obligation to meet this requirement.

**15.5. Employee Conduct**

15.5.1. All Franchisee personnel must always maintain a courteous and respectful attitude toward the public. Franchisee shall direct its employees to always avoid loud and/or profane language or gestures during the performance of duties.

**15.6. Employee Appearance and Identification**

15.6.1. Franchisee must furnish each Collection employee with a uniform that identifies the employee and Franchisee and complies with Franchisee's Safety Program. SWDD reserves the right to approve the identifiers or identification furnished by Franchisee.

15.6.2. Employees shall wear identification at all times while on duty.

**15.7. Employee Training and Licenses**

15.7.1. All of Franchisee's employees shall be qualified and appropriately trained for the tasks assigned to them. Franchisee shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Law. The SWDD has the right to review Franchisee's training records.

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

15.8. **Removal of Employees**

15.8.1. The Contract Manager reserves the right to disapprove or request removal of any Franchisee personnel assigned to the Agreement. Such disapproval or request shall be for reasonable cause and shall be addressed in writing to Franchisee's Operations Manager. Notwithstanding the foregoing, Franchisee shall not be required to take any action with regard to Franchisee's personnel that would violate any Applicable Law.

**ARTICLE 16. OFFICE AND FACILITY**

16.1. **Customer Service Office**

16.1.1. Franchisee shall maintain an office located within Indian River County with a local number that is answered by staff located at the customer service office unless otherwise approved by the Contract Manager. At a minimum, such office shall be open between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and Saturday between the hours of 7:00 a.m. and 12:00 p.m. for the transaction of business, unless during Holidays or otherwise approved by the Contract Manager.

16.1.2. At a minimum, Franchisee shall have personnel available for the purposes of dispatch, complaint resolution, and other matters between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday and Saturday between the hours of 7:00 a.m. and 12:00 p.m. The office shall be equipped with a two-way communication system to contact the Collection Supervisors, all Collection vehicles, and Franchisee's dispatcher (if applicable).

16.1.3. The office shall be equipped with sufficient telephones, and shall have a responsible, experienced person in charge during Collection hours. Franchisee shall provide a voice mail system when the office is closed.

16.1.4. Franchisee shall provide a process for receiving and handling emergency calls both during and after normal operating hours. Such process shall be subject to the Contract Manager's approval.

16.1.5. Upon request of the County, Franchisee shall provide adequate office space to house County personnel to monitor Franchisee's operations and compliance with the Agreement.

16.2. **Operations/Vehicle Maintenance Facility**

16.2.1. Franchisee shall have an operations/vehicle maintenance facility located within Indian River County unless otherwise approved by SWDD.

**ARTICLE 17. COMPLAINTS AND DISPUTES**

17.1. **Calls and Communications**

17.1.1. Franchisee shall maintain a log of all calls or other communications received from Customers or from SWDD related to services provided under the Agreement, including all inquiries, complaints, and compliments (Customer Call Log). The log shall be developed and kept in accordance with Article 18.

17.1.2. The Customer Call Log should specifically identify Missed Collections and Legitimate Complaints. Legitimate Complaints can be based on SWDD observations, reports from Customers, or County review of Franchisee's Customer Call Log, service verification tracking, or other records and reports. Legitimate Complaints shall include any instance when Franchisee did not perform Collection Services in accordance with provisions of the Agreement including, but not limited to, the following:

- a. Missed Collections.
- b. Continued or repeated misses of a particular Customer or segment of the Franchise Area.
- c. Misuse and/or mishandling of Solid Waste or Collection Containers.
- d. Damage to public or private property.

- e. Failure to obey traffic regulations.
- f. Discourteous treatment of Customers.

17.1.3. If SWDD or a Customer notifies Franchisee of failure to provide Collection Services of properly prepared materials to a Customer on the Customer's regularly scheduled service day ("Missed Collection") before 12:00 p.m. Monday through Saturday, Franchisee shall return to the Customer's Premises before 7:00 p.m. the same day of the notification and collect all properly prepared Solid Waste, Yard Waste, Bulk Trash, and/or Program Recyclables. If notification of a Missed Collection is received after 12:00 p.m. Monday through Friday, Franchisee shall make every effort to collect all properly prepared Solid Waste, Yard Waste, Bulk Trash, and/or Program Recyclables that same day, but shall make such Collection no later than 12:00 p.m. the following day, including Saturdays. If notification of a Missed Collection is received after 12:00 p.m. on Saturday or anytime on Sunday, Franchisee shall collect all properly prepared Solid Waste, Yard Waste, Bulk Trash, and/or Program Recyclables before 12:00 p.m. on the next business day.

17.1.4. Franchisee shall resolve all complaints as expeditiously as possible and shall take whatever steps are necessary to remedy the cause of a complaint within twenty-four (24) hours after receiving notification from the Customer or SWDD.

17.1.5. Franchisee shall notify SWDD of the resolution of all Customer complaints received from the Customer or from SWDD, within twenty-four (24) hours of such receipt.

17.1.6. Franchisee shall notify SWDD of any issues that have not been resolved within twenty-four (24) hours after receiving notification. Franchisee may request, and the Contract Manager may grant, additional time to remedy a complaint when necessary.

17.1.7. Franchisee shall be responsible for all costs associated with the repair and/or replacement of damaged property of any kind that can be ascribed to the actions of its equipment, employees, or agents.

17.1.8. Franchisee shall immediately notify SWDD of any complaint involving a Residential or Commercial Customer's claim of damage to private property as a result of actions of Franchisee. Franchisee shall promptly repair any such legitimate damage claim at its sole expense within three business days as approved by the Contract Manager. Upon the request of Franchisee, the Contract Manager may grant a time extension. Proof of the need for an extension shall be submitted by Franchisee in writing. Franchisee shall provide SWDD with a full written explanation of the disposition and resolution of such complaint.

## **17.2. Dispute Resolution**

17.2.1. The Contract Manager or their designee shall investigate all unresolved disputes between a Customer and Franchisee and shall resolve such disputes.

17.2.2. The Contract Manager or their designee shall notify Franchisee or the Customer, as appropriate, in writing of deficiencies, default in performance, or a dispute regarding implementation of County Code or provisions of the Agreement.

17.2.3. Franchisee or Customer shall have seven (7) Days to correct any deficiency or default unless otherwise specified herein or if additional time has been granted by the Contract Manager or their designee.

17.2.4. Any decision may be appealed to the County Administrator. The County Administrator shall have the final determination to resolve disputes.

## **ARTICLE 18. MONITORING AND REPORTING**

### **18.1. Service Verification System**

18.1.1. Franchisee shall provide and maintain a service verification system with real-time, web-based access by SWDD. Service verification software shall be capable of providing real-time, live reports online that can be downloaded in PDF and Excel formats. The system shall be free of any requirements for the County to install and support any back-office software for the collection and delivery of such information. Franchisee is responsible for all associated software costs and maintenance.

18.1.2. Service verification system shall utilize a web-based map providing locations of Customers or Collection Containers, showing real-time vehicle location and progress in completing each route (GPS tracking), and documenting Collection events. The system should also be capable of generating reports as needed based on Collection Service activity, including, but not limited to, Collection events, non-collection events and reason for such non-collection, resolution of Missed Collections, and set-out rates. Variables and fields used to supply and manage this information shall include, but not be limited to:

- a. Collection Container type and size (Roll Cart, Recycling Cart, etc.)
- b. Collection event date, time, and latitude/longitude coordinates
- c. Customer unique ID and address (County parcel number shall be used for Residential Customers)
- d. RFID tag number (if applicable)
- e. Collection Container serial number (if applicable)
- f. Route and truck information
- g. Other information as requested by the Contract Manager or their designee
- h. Photographic and/or Video Imagery (upon request)

18.1.3. For any Collection Containers for which ownership reverts to the County at the end of the Agreement, the service verification software shall include an asset management database through which Franchisee shall be responsible for reporting and tracking the movement of all such Collection Containers, including Roll Carts. The database shall include deliveries, removals, exchanges, repairs, provision of an additional Roll Cart or Recycling Cart, warranty recovery, and other information necessary to manage cart assets, subject to approval of the Contract Manager. Franchisee shall make all adjustments to the database within forty-eight (48) hours of physical inventory exchange and completion of the work order. All software used shall have the ability to generate reports based on Collection Container activity including maintenance and inventory reports. Data fields shall include, but not be limited to:

- a. Work order number, date, and status
- b. Container type
- c. Customer unique ID and address
- d. Collection Container serial numbers, new and old if replacement is required
- e. RFID tag numbers, new and old if replacement is required
- f. Recovery and delivery latitude/longitude coordinates
- g. Route information
- h. Other information as requested by the Contract Manager

18.1.4. The asset management information shall be uploaded into the web-based service verification system no later than seven (7) Days following the Commencement Date and maintained throughout the term of the Agreement.

**18.2. Record Keeping**

18.2.1. Franchisee shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The SWDD shall have the right to perform audits of Franchisee's records at SWDD's expense, whenever the SWDD deems it necessary.

18.2.2. All logs required in this section shall be maintained and kept current in an electronic database utilizing Microsoft Excel software in formats approved by the Contract Manager. The database shall be readily available to SWDD at any time through a shared network folder or by otherwise providing SWDD electronic access.

18.2.3. **Equipment Maintenance Log.** Franchisee shall keep a maintenance log for each vehicle and piece of equipment showing, at a minimum, its identification number, date and description of routine maintenance activities, and date and description of additional maintenance and repair activities.

18.2.4. **Non-Collection Notice Log.** Franchisee shall maintain a log of all locations where Non-Collection Notices have been placed. At a minimum, the log shall include individual fields for the following information: date when the Non-Collection Notice was placed, Customer location, Customer type (Residential or Multi-Family Unit), and reason for each Non-Collection Notice.

18.2.5. **Customer Call Log.** Franchisee shall maintain a log of all calls or other communications received from Customers related to services provided by Franchisee including all inquiries and complaints. At a minimum, the log shall include individual fields for the following information: date and time the call was received by Franchisee, Customer name, Customer contact information, Customer location, Customer type (Residential or Multi-Family Unit), purpose for call, date the issue was resolved, and description of how the issue was resolved.

18.2.6. **Bulk Waste Log.** Franchisee shall maintain a log of the Bulk Waste, White Goods, and Tires collected from Residential Customers. The Bulk Waste Log will be required for supplemental Bulk Waste Collection only. At a minimum, the log shall include individual fields for the following information: date of Collection, Customer location, Customer type, whether or not Collection was requested by the Customer as Supplemental Service or provided as part of the included Collection Services, type of material collected (Bulk Waste, White Goods, or Tires), and quantity of material.

18.3. **Daily Report**

18.3.1. By 9:00 a.m. of each business day, Franchisee shall submit the Customer Call Log and Non-Collection Notice Log, and any Commercial Customer services terminated under provisions identified herein for the previous business day to the Contract Manager.

18.3.2. Daily Report shall also include the following:

- a. Any delays in the daily Collection schedule (e.g., disabled trucks, accidents, or shortage of staff causing route delays) that last for more than two hours, as required in Article 11.2.3.
- b. Placement of a Non-Collection Notice on a Collection Container that Franchisee believes contains Hazardous, Radiological, or Biomedical Waste, as specified in Article 14.3.5.
- c. Any accidents involving Franchisee's staff or vehicles resulting in injury, fatality, and/or damage to public or private property.
- d. Any spillage or littering occurrences.
- e. Any missed Rear Door services.

18.4. **Monthly Report**

18.4.1. Franchisee shall submit Monthly Reports to the Contract Manager, in an electronic format approved by the County, prior to the fifteenth (15) Day of the month.

18.4.2. The Monthly Report shall provide the following information for Residential Customer service:

- a. Roll Cart asset management report identifying all repair, replacement, and cart exchanges.
- b. List of Customers receiving Residential Collection Service and Residential Recyclables Collection Service (identifying Residential and Multi-Family Units). List shall include customer name, address, container size, frequency of collection, medical Rear Door Service, and billing rate.
- c. Tonnage collected during the month and in the year-to-date for each of the following materials: Solid Waste, Program Recyclables, and Yard Waste.
- d. Number and weight of Bulk Waste collected during the month and for the year-to-date.

- e. Number of Non-Collection Notices placed out for Customers during the month and in the year-to-date.
- f. Number of Missed Collections and Legitimate Complaints during the month and for the year-to-date.
- g. Percent routes complete and percent routes incomplete based on reports prepared through the service verification technology.

18.4.3. The Monthly Report shall provide the following information for Commercial Customer service:

- a. A Microsoft Excel spreadsheet of all Commercial Customers receiving Commercial Collection Services, including Solid Waste, Yard Waste, and/or Recyclables Collection. The spreadsheet should include individual fields for the following information and provide such information for each Commercial Customer: Customer account number, Customer name, Customer address, type of service (Solid Waste, Yard Waste, or Recyclables), type of Collection Container(s), size of Collection Container(s), number of Collection Container(s), Collection frequency for each Collection Container, owner of each Collection Container, and any supplemental service received.
- b. Number of Missed Collections and Legitimate Complaints during the month and for the year-to-date.
- c. Names and addresses of any Commercial Customers that were offered and declined Recyclable Materials Collection Service.

18.4.4. Documentation and calculation of Franchise Fee linked to the monthly service (Residential Collection Service, and Commercial Collection Service) and identifying total monthly invoice and gross revenue received.

18.4.5. The Monthly Report shall include a reconciliation of received scale tickets and route load tickets.

18.4.6. The Monthly Report shall include notification of any accidents involving Franchisee's staff or vehicles requiring Department of Transportation (DOT) or Occupational Safety and Health Administration (OSHA) notification.

**18.5. Annual Report**

18.5.1. Franchisee shall submit Annual Reports to the Contract Manager, in an electronic format approved by the County, by January 31, 2026, and October 30 of each year for the remainder of the Agreement term.

18.5.2. The Annual Report shall include the following information:

- a. Annualized information for all items required in the Monthly Report for both Residential and Commercial Customer Collection Service, to include Residential Recycling Collection Service.
- b. A complete list of all vehicles and equipment currently employed in the provision of Collection Services including make, type, year, license number, and identification number for each.
- c. Current route maps in GIS format approved by Contract Manager and schedules for all Collection Services.
- d. An inventory, indicating quantities and condition, of equipment, facilities, manpower, and other resources that the Contract Manager deems necessary for planning for emergency conditions.
- e. Any proposed changes in the Agreement the Franchisee wishes to offer that will increase operating efficiency or reduce cost to SWDD.

18.5.3. **Recycling Participation:** Franchisee shall determine the number of customers participating in the Residential Recyclables Collection Service. Customer participation may be conducted using service verification software. SWDD may request a participation report, as needed.

18.5.4. Franchisee shall provide an Audited Financial Statement with an unbiased opinion, as prepared by a certified public accountant, including a balance sheet for the most recently completed 12-month period ending with corporate year-end within 75 days from the end of the corporate year-end.

**18.5.5. Other Reports, Documents, and Notifications**

- a. **Transition Plan**. Franchisee shall submit a Transition Plan meeting the requirements of Article 5 to the Contract Manager within thirty (30) Days of the execution of the Agreement.
- b. **Collection Plan**. Franchisee shall provide the Contract Manager with a Collection Plan and any changes in the Collection Plan in accordance with Article 5.1.3. This includes submitting a description of all proposed route and schedule changes, including service levels, at least thirty (30) Days prior to implementation of such changes or in accordance with an alternate notification deadline approved by the Contract Manager.
- c. **Contingency & Continuity of Operations Plan**. Franchisee shall provide a Contingency Plan in accordance with Article 23.1 to the Contract Manager within 30 calendar days of the execution of the Agreement and any updates to the plan over the term of the Agreement.
- d. **Safety Plan**. Franchisee shall provide a Safety Plan and any updates to the plan in accordance with Article 14.6.

**18.5.6. General Recordkeeping and Reporting Requirements**

18.5.7. Franchisee shall cooperate with the Contract Manager in providing every reasonable opportunity for ascertaining whether or not the duties and responsibilities of Franchisee are being performed.

18.5.8. Franchisee shall provide any information, in addition to that required explicitly by the Agreement, that the Contract Manager or Franchisee may deem relevant under the particular circumstances.

18.5.9. Non-proprietary work papers of Franchisee's auditor that are directly associated with this Agreement shall be made available to SWDD upon request by the Contract Manager.

**ARTICLE 19. PARTICIPATION GROWTH STRATEGY**

**19.1. Residential Participation**

19.1.1. Franchisee shall be committed to assist SWDD in increasing waste diversion for residential, multi-family, and commercial generators. All forms of communication regarding the County's programs including, but not limited to, electronic, written, audio, video, graphics, logos, etc., shall be reviewed and approved by the Contract Manager, or designee, prior to disseminating or presenting publicly.

**19.2. Commercial Recycling Participation**

19.2.1. Franchisee will have a designated Commercial Account Manager to direct Franchisee efforts to work directly with businesses to review current container size and service frequency and provide an analysis detailing cost savings that may be realized by adding a recycling program. This effort shall be documented and summarized in a monthly report to Contract Manager.

**ARTICLE 20. EDUCATION, PROMOTION AND PUBLIC AWARENESS**

**20.1. Participation in County Activities**

20.1.1. Franchisee shall participate in SWDD solid waste program activities including, but not limited to, public appearances in support of SWDD's recycling program, use of SWDD's recycling theme, colors, and logos on Collection vehicles and recycling Roll Carts and Commercial Containers, distribution of promotional literature, participation in special events, special educational presentations, and similar activities. This may include partnering with SWDD and Indian River County Schools to present programs on recycling and sustainability on-site at the schools. All literature shall include the County's most recent branding standard and shall be approved in advance by the Contract Manager.

**20.2. Use of County Themes and Logos**

20.2.1. Franchisee must obtain pre-approval from the Contract Manager prior to using the County logo on materials or messaging of any kind.

20.2.2. Franchisee shall display, upon request, SWDD's recycling, waste reduction, and conservation themes and logos on signs (decal or painted) and on designated vehicles used in providing Collection Services. Lettering size shall be appropriate to the size of the sign. The Contract Manager shall approve the content, style, size, and form. The cost of complying with this section will be considered part of Franchisee's annual education, promotion, and public awareness requirement.

**20.3. Distribution with Recycling Containers**

20.3.1. Franchisee shall distribute informational, promotional, and educational materials (brochures, newsletters, door hangers, etc.) provided by SWDD, with each new or replacement Recycling Roll Cart delivered to a Customer.

**20.4. Distribution of Information to Commercial Customers**

20.4.1. Franchisee shall include in notices to all Commercial Customers information regarding the County's recycling program, waste reduction, conservation programs, and Hazardous Waste Collection programs. These notices shall occur in March and November of each year and Franchisee shall issue this notice under the direction and to the satisfaction of the Contract Manager.

**ARTICLE 21. FRANCHISE FEE**

The Franchise Fee shall pertain to Residential Collection Service and Commercial Collection Service. No Franchise Fee is required for Residential Recyclables Collection Service. Franchisee shall remit a Franchise Fee in the amount of six percent (6%) of gross revenues collected in the immediately preceding month pursuant to the Franchise granted herein to the SWDD, by check, on or before the fifteenth (15th) Day of each month.

Franchisee shall remit a Franchise Fee in the amount of six percent (6%) of gross revenues collected in the immediately preceding month for Residential Collection Service and Commercial Collection Service minus Residential Recyclables Collection Service provided within the municipal boundaries of the Town of Indian River Shores, by check, on or before the fifteenth (15th) Day of each month.

**ARTICLE 22. COMPENSATION**

**22.1. Collection Service Rates**

22.1.1. Rates for Residential Collection Services, Residential Recyclables Collection Service, and Commercial Collection Service are provided in Exhibit 1. All rates are subject to rate adjustments set forth in Article 22.2. No additional fees or charges shall be billed by the Franchisee unless approved by the Contract Manager.

22.1.2. The Residential Collection Services rate is the total rate that may be charged by Franchisee and includes all collection costs and Franchise Fees. Franchisee shall not separately state the amount of the Franchise Fee on any bill to any Residential Customer.

22.1.3. The rates for Commercial Collection Service set forth in this Agreement include the Franchisee Fee. Disposal is a pass-through charge for all roll-off services based on actual tonnage and the applicable fees at the Designated Facility.

**22.2. Rate Adjustment**

22.2.1. Franchisee may request an annual rate adjustment. Such request must be submitted in writing to SWDD no later than March 15th of the year in which the Franchisee would like the rate adjustment to go into effect. The Contract Manager shall review the request and shall make a recommendation to the Board. Such rate adjustments are subject to approval by SWDD Board. If approved, the rate adjustment would become effective October 1 of that year.

22.2.2. If a rate adjustment is requested, the calculation shall be made as specified in Exhibit 4 and shall not exceed five percent (5%) or as approved by SWDD Board.

22.2.3. All notices to customers regarding rate adjustments must be approved by SWDD prior to being issued.

**22.3. Change in Law Rate Adjustment**

22.3.1. Franchisee may petition the SWDD for an additional rate adjustment resulting from a Change in Law. The Franchisee's request shall contain substantial proof and justification to support the need for the rate adjustment. The SWDD may request from the Franchisee such further information as may be reasonably necessary in making its determination. Within sixty (60) Days of receipt of the request and all other additional information required by the SWDD, the Contract Manager shall make a determination regarding the fairness of the request and shall make a recommendation to the Board. The Board shall consider the request at a regularly scheduled meeting. If the Board approves the request, adjusted rates shall become effective upon the Board's approval. All notices to customers regarding rate adjustments must be approved by SWDD prior to being issued.

**22.4. Limitation on Rate Changes**

22.4.1. Franchisee shall not be allowed a rate increase for any reason other than those expressly specified in this Agreement. Notwithstanding the foregoing, in the event that a federal, state, or local entity imposes a fee, charge, or tax after October 1, 2025, that applies to Franchisee's operations, such fee, charge, or tax shall be treated as a Change in Law and shall be passed through as a separate billed item after notice to, and confirmation by, the SWDD Board.

**22.5. Billing and Payment**

**22.5.1. Residential Collection Service**

SWDD shall provide Franchisee with the final count each month of customers receiving Residential Collection Service. Franchisee shall then submit an invoice to the SWDD each month for Residential Collection Service provided during the immediately preceding month according to final customer count provided by SWDD. SWDD shall make payment to the Franchisee for all undisputed amounts in accordance with the Florida Prompt Payment Act upon verification by the SWDD staff of the invoice submitted.

**22.5.2. Residential Recyclables Collection Service**

SWDD shall provide Franchisee with the final count each month of customers receiving Residential Recyclables Collection Service. Franchisee shall then submit an invoice to the SWDD each month for Residential Recyclables Collection Service provided during the immediately preceding month according to final customer count provided by SWDD. SWDD shall make payment to the Franchisee for all undisputed amounts in accordance with the Florida Prompt Payment Act upon verification by the SWDD staff of the invoice submitted.

**22.5.3. Commercial Collection Service**

Billing of Commercial Collection Service shall be the sole responsibility of Franchisee. Invoicing shall be monthly in advance of services rendered, with the exception of roll-off pull and disposal charges which shall be billed in arrears. Franchisee may discontinue service to a Commercial Customer upon non-payment for two (2) consecutive months. Franchisee shall notify Contract Manager of intention to discontinue service due to non-payment.

**ARTICLE 23. EMERGENCY SERVICES**

**23.1. Contingency and Continuity of Operations Plan**

Franchisee shall develop a plan in the event that a storm event or emergency situation renders Franchisee's operations yard and/or equipment unusable for a period of time that would interrupt Collection Services (Contingency & Continuity of Operations Plan (*i.e.*, *Disaster Response Plan*)). The Plan shall outline the process by which Franchisee shall avoid interruption in Collection Services, including extra staffing, equipment, and

resources to be utilized, backup generators for fueling and offices and backup procedures and locations should Franchisee's facility or offices be damaged and shall be submitted a minimum of thirty (30) Days prior to the Commencement Date. It shall also outline measures to be taken to resume services defined within this Agreement and shall be updated by March 31<sup>st</sup> of each year.

SWDD shall coordinate with Franchisee if a disaster should require temporary closure, or modification to the hours of operation of the Designated Facility. Franchisee shall be familiar with local, state, or federal agency documentation requirements, including but not limited to the generality of the foregoing, rules, regulations, and guidelines applicable to FEMA's Public Assistance Program for Debris Removal, as such requirements change from time to time. Franchisee shall maintain complete and accurate records of any and all such Disaster Work and provide all required and necessary documentation for submission of cost reimbursement requests. Franchisee shall be required to submit its FEMA documentation of costs to the SWDD as a condition of payment for additional personnel and equipment pursuant to this Article.

**23.2. Variance in Routes and Schedules**

In the event of a hurricane, tornado, major storm, other natural or man-made disaster, the Contract Manager may grant Franchisee a variance from regular routes and schedules. Such variances shall only be taken when authorized in writing by the Contract Manager. In the event such a variance is granted, there shall be a corresponding reduction in payment to Franchisee reflective of the type of service, frequency, and duration of variance granted. As soon as practicable after such a disaster, Contract Manager shall advise Franchisee in writing the date services, routes, and schedules shall be resumed. Upon receipt of notification, Franchisee shall be responsible for resuming services on said date. A minimum of forty-eight (48) hours notification shall be given to Franchisee. The County shall make every effort through the local news media to inform the public when regular services can resume.

**23.3. Emergency Management/Disaster Meetings**

Franchisee shall attend emergency management/Disaster meetings as requested by the Contract Manager and shall provide any materials that may be useful to the discussion including, but not limited to, Collection schedules and routes and security codes to private community gates. The County shall notify Franchisee of the date, time, and location of the meetings, and any necessary materials to be provided by Franchisee.

**ARTICLE 24. PERFORMANCE**

**24.1. Performance Bond**

Franchisee shall furnish a performance bond as security for the performance of this Agreement with the SWDD within thirty (30) Days of the Effective Date. Said performance bond will be equal to the greater of the fifty percent (50%) of the previous year's invoiced service fees, or fifty percent (50%) of the anticipated service fees for the first year of the Agreement. The premium for the performance bond described above shall be paid by Franchisee. The performance bond shall be written by a surety company licensed to do business in the State of Florida with an A.M. Best Financial rating of A-VI or higher for the most current calendar year available. The Surety or Sureties shall be a company or companies satisfactory to the SWDD.

**24.1.1. Said bond shall be forfeited should Franchisee:**

- a) Fail to comply with the requirements of this Agreement; or
- b) Take the benefit of any present or future insolvency status or make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of reorganization or the readjustment of indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of Franchisee's property; or
- c) By an order or decree of a court to be adjudicated bankrupt; or

d) Have an order or decree of a court entered approving a petition filed by any of Franchisee's creditors seeking a reorganization or readjustment of Franchisee's indebtedness under the Federal Bankruptcy laws or any law or statute of the United States or any state thereof, provided, however, that if any such judgment or order is vacated within sixty (60) Days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect.

**24.2. Administrative Charges**

24.2.1. The Contract Manager shall notify Franchisee in writing by the tenth (10) Day of the month of the County's intent to deduct any administrative charges, as set forth in Article 24.2, including the basis for each administrative charge, from payments due or to become due to Franchisee for service provided under this Agreement.

24.2.2. In the event Franchisee wishes to contest such monthly assessment, Franchisee must do so within ten (10) Days of issuance of each assessment notification by requesting, in writing, a meeting with the Contract Manager to resolve the issue. Following such a meeting, the Contract Manager shall notify Franchisee in writing of any action taken with respect to Franchisee's claims. Franchisee may further appeal, in writing, the decision of the Contract Manager to the County Administrator, who shall conduct a review of all of the facts and circumstances and make a determination in writing. The County Administrator's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.

24.2.3. Franchise Fee payments received after the fifteenth (15) Day of the month shall bear interest at eighteen percent (18%) per year. Unless due to an Uncontrollable Force, Franchise Fee payments received more than thirty (30) Days after the due date shall be subject to an administrative fee of \$500 for the first nonpayment; \$1,500 for the second nonpayment; and \$5,000 for the third nonpayment. Three late payments in any single calendar year that are not due to an Uncontrollable Force shall result in termination of this Agreement.

24.2.4. The Contract Manager may assess the following administrative charges pursuant to this Article on a monthly basis in connection with the Agreement:

	<b>Performance Standard Violation</b>	<b>Liquidated Damages</b>
<b>Service Complaints</b>		
	Failure to resolve a Legitimate Complaint, other than Missed Collection, within 24 hours of notification unless otherwise approved by the Contract Manager (Article 17.1.4).	\$100 per day until complaint is resolved to satisfaction of the County
	Reoccurring Complaint: Failure to correct chronic problems (chronic shall mean three or more similar Legitimate Complaints at the same Premises within a 90-day period) in any category of service.	\$500 per occurrence for the 3 <sup>rd</sup> occurrence \$1,000 per occurrence thereafter
	Reporting unresolved Missed Collection or Legitimate Complaint as resolved.	\$500 per occurrence
	Failure to leave a Non-Collection Notice for Customer explaining why material was not collected. (Article 14.3).	\$250 per occurrence
	Failure to maintain a customer service office for the hours required (Article 16.1.1).	\$500 per occurrence per day
<b>Spills and Litter</b>		
	Failure to clean up spilled material from loading and/or transporting (Article 14.1.7).	\$500 per occurrence

<b>Failure to Collect or Deliver</b>		
Failure to complete each street on a route (including missing whole or partial streets) on the regularly scheduled Collection Day.	\$1,000 per street per day	
Failure to respond to Missed Collections in the timeframe required in the Agreement (Article 17.1.3).	\$100 per premise per occurrence for 1 <sup>st</sup> notification	
Failure to provide Collection Services to new Customer within seven calendar days of receiving notification (Article 6.1 ).	\$100 per occurrence per day late	
Providing Collection Services outside of the days and hours specified in the Agreement unless otherwise approved by the Contract Manager (Article 8).	\$100 per occurrence	
Failure to deliver Residential Waste or Commercial Waste to the Designated Facilities (Article 10).	\$5,000 per occurrence, plus 125% of tipping fee at Designated Disposal Site per ton delivered elsewhere	
<b>Mixing of Materials</b>		
Mixing of loads of materials as prohibited by the Agreement without prior written approval from the Contract Manager (Article 14.2).	\$5,000 per occurrence	
<b>Reporting and Notifications</b>		
Failure to submit any report, log, or documentation, with the proper content and format, in the timeframe required (Article 18).	\$100 per day that each report, log, or documentation is late	
Failure to properly notify all Customers of changes in Collection Day within the timeframe specified (Article 11.2.2 ).	\$3,000 per occurrence	
Failure to properly notify the Contract Manager of changes in Residential Collection Service routes or schedules (Article 11.2.1).	\$1,000 per occurrence	
<b>Equipment and Staffing</b>		
Failure to provide appropriate Collection Containers to Customers prior to the Commencement Date unless otherwise approved by the Contract Manager (Article 12.2.1).	\$100 per Collection Container per day	
Failure to have fully functional real time service verification system and current and accurate asset management database, as specified in Article 18.1.1, in operation by the Commencement Date.	\$500 per day for each day late	
Failure to properly and legibly label Recycling Containers, Commercial Containers and/or Roll Carts to identify appropriate materials to be placed in such containers (e.g., Solid Waste, Yard Waste, Recycling, etc.).	\$100 per container per day	
Failure to repair, replace, exchange, or provide additional Collection Containers within the time specified (Article 12.3).	\$100 per occurrence per day	

	Failure to correct chronic equipment problems (chronic shall mean three (3) instances of the same or similar problem with the same equipment/truck within a twelve (12) month period).	\$500 per occurrence for the 3 <sup>rd</sup> occurrence \$1,000 per occurrence thereafter
	Failure to correct personnel problems (chronic shall mean three (3) instances of the same or similar problem with the same individual within a twelve (12) month period).	\$500 per occurrence for the 3 <sup>rd</sup> occurrence \$1,000 per occurrence thereafter

## ARTICLE 25. CHANGES TO SERVICE

### 25.1. Addition or Deletion of Recyclable Materials

25.1.1. Should SWDD decide to add to or delete from the list of materials included in Program Recyclables, as provided in Exhibit 3, SWDD and Franchisee shall enter good faith negotiations to amend the Agreement to reflect such modifications, if any are necessary due to weight or volume changes that impact collection routes. At such time SWDD determines it is feasible to add or delete materials to the list of Program Recyclables, Franchisee shall be given sixty (60) Days' notice to adjust service accordingly.

25.1.2. Should SWDD and Franchisee fail to reach an agreement regarding the Rate for the addition or deletion of materials to the list of Program Recyclables, SWDD retains the right to enter mediation as specified in the Agreement.

## ARTICLE 26. TERMINATION

### 26.1. Failure to Maintain Performance Bond and Insurance.

SWDD reserves the right to terminate this Agreement if Franchisee fails to obtain and maintain the Performance Bond as set forth in Article 24.1 and the insurance set forth in Article 27.

### 26.2. Scrutinized Companies

Franchisee is advised that section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of One Million Dollars (\$1,000,000.00) or more that are on either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List. Both lists are created pursuant to section 215.473, Florida Statutes. SWDD reserves the right to terminate this Agreement if the SWDD discovers that the Franchisee has submitted a false certification regarding the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and/or if, during the term of the Agreement, the Franchisee has been placed on the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List.

Franchisee certifies that it and those related entities of Franchisee as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. SWDD may terminate this Contract if Franchisee, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

### 26.3. Bankruptcy

26.3.1. The SWDD reserves the right to terminate this Agreement if Franchisee takes the benefit of insolvency statute, or shall make a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, petitions or answers seeking an arrangement for its reorganization or readjustment of its indebtedness under

the federal bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.

26.3.2. The SWDD reserves the right to terminate this Agreement if by order or decree of a court, the Franchisee shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the Franchisee seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and will become null, void, and of no effect.

26.3.3. The SWDD reserves the right to terminate this Agreement if by or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Franchisee, and such possession of control shall continue in effect for a period of sixty (60) days.

26.4. **Default**

SWDD may terminate this Agreement by written notice of default to the Franchisee if Franchisee fails to perform or observe any of the terms and conditions of this Agreement for a period of thirty (30) days after receipt of notice of such default. Should Franchisee make good faith effort to cure any notified failure that exceeds the thirty (30) day period, SWDD shall retain the right to make final determination on the termination for default.

Franchisee may terminate this Agreement by written notice of a default to SWDD only upon SWDD's material breach of a non-payment due under this Agreement. A material breach shall not include allowed deduction for Administrative Charges and shall not include any allowable timeframe per the Florida Prompt Payment Act. Should SWDD make a good faith effort to cure any notified breach that exceeds the thirty (30) day period, Franchisee shall retain the right to make final determination on the termination for default.

**ARTICLE 27. INSURANCE**

Franchisee shall not commence work until all the insurance required under this section has been obtained, and until such insurance has been approved by the SWDD. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

Workers' Compensation as required by the State of Florida

- Each accident \$100,000
- Each Disease – each employee \$100,000
- Each Disease – policy limit \$500,000

General Liability

- Each Occurrence \$1,000,000
- Fire Damage-any one fire \$50,000
- Medical Expenses-any one person \$5,000
- Personal and Advertising Injury \$500,000
- General Aggregate \$3,000,000
- Combined Single Limit \$3,000,000

Automobile Liability – Combined Single Limit \$1,000,000

Professional Liability Insurance

- \$1,000,000 per occurrence
- \$2,000,000 aggregate combined single limit
- \$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Occurrence" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 Days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

#### **ARTICLE 28. OTHER TERMS AND CONDITIONS**

##### **28.1. Piggyback Clause**

Franchisee shall allow other Municipalities located within the Recycling Franchise Area to obtain the same solid waste residential collection services and commercial collection services at the same terms and conditions as this agreement. Franchisee may negotiate separate agreements with Municipalities located within or outside the Recycling Franchise Area for solid waste collection services that diverge from the terms and conditions in this agreement. The SWDD is not a party to any agreement or dispute between Franchisee and any other Municipality.

##### **28.2. Partnership Opportunities**

Franchisee shall enter good faith negotiations with County for partnership opportunities that arise during the term of the contract. This may include, but is not limited to, utilizing a County Landfill Gas to Renewable Natural Gas (RNG) Public-Private fueling facility located near the Indian River County Solid Waste Disposal District Facility for refueling fleet.

##### **28.3. Indemnification**

The Franchisee shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorney's fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of Applicable Law by the Franchisee, or its employees, agents, subcontractors, or other persons or entities performing work under this Agreement. Franchisee's duty to indemnify shall not extend to acts, neglect, errors, omissions, or defaults caused by County employees or agents. This section shall survive the termination or expiration of this Agreement.

##### **28.4. Assignment**

No assignment of this Agreement or any right occurring hereunder shall be made in whole or in part by Franchisee without the express written consent of the SWDD. In the event of any assignment, assignee shall assume the liability of Franchisee.

##### **28.5. Severability**

If any Article, sub article, sentence, clause or provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected.

##### **28.6. Compliance with Laws and Regulations**

Franchisee agrees that they will comply with all Federal, State, and Applicable Law, including OSHA, EPA, and any other requirements that may apply, to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this Agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of this Agreement.

**28.7. Sovereign Immunity**

The SWDD reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other Applicable Law, and specifically reserves and does not waive the defense of sovereign immunity.

**28.8. Right to Require Performance**

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

**28.9. Modification**

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

**28.10. Reservation of Rights**

The SWDD hereby expressly reserves the right to amend this Agreement, which may be necessary or proper to secure and protect the health, safety, moral, general welfare and accommodation of the public including, but not limited to, amendments related to rates, and to protect the public from danger and inconvenience in the management and operations of solid waste services business, and to provide such service as is contemplated by this Agreement.

**28.11. Independent Franchisee**

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto or as constituting Franchisee as an agent, representative or employee of the SWDD for any purpose whatsoever. Franchisee is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. Persons employed by Franchisee in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the SWDD's officers and employees either by operation of law or by the SWDD.

**28.12. Governing Law, Venue**

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in Indian River County, Florida or if in Federal Court then it is in the Southern District of Florida.

**28.13. Public Access**

The Franchisee shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Franchisee shall keep and maintain public records that ordinarily and necessarily would be required by the SWDD in order to perform the service. The Franchisee shall provide the public with access to public records on the same terms and conditions that the SWDD would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Franchisee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Franchisee shall meet all requirements for retaining public records and transfer, at no cost, to the SWDD, all public records in possession of the Franchisee upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the SWDD in a format that is compatible with the information technology systems of the County.

**28.14. Waiver**

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

**28.15. Survival of Obligation**

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

**28.16. Attorney's Fees**

In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, including, but not limited to, the standard of performance required in it, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party, at both trial and appellate levels.

**28.17. Headings**

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

**28.18. Notice**

All notices required or contemplated by this Agreement shall be addressed and sent by certified U.S. mail to the SWDD and Franchisee as follows:

To SWDD: Managing Director  
Indian River County Solid Waste Disposal District  
1325 74<sup>th</sup> Avenue SW  
Vero Beach, Florida 32968

To Franchisee: District Manager  
Waste Management, Inc. of Florida  
4310 77<sup>th</sup> Street  
Vero Beach, Florida 32967

**28.18 E-Verify**

Franchisee is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Franchisee is also responsible for obtaining an affidavit from all subcontractors, as required in Section 448.095(5)(b), F.S., stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Indian River County Solid Waste Disposal District  
Solid Waste and Recyclables Franchise Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

**Attest:**

Ryan L. Butler, Clerk of Court and Comptroller

**Solid Waste Disposal District**

**Indian River County, Florida**

By:

Deputy Clerk

By:

Susan Adams, Chairman

**Approved By:**

John A. Titkanich, Jr., County Administrator

**Approved as to Form and Legal Sufficiency By:**

William K. DeBral, County Attorney

**SIGNED, SEALED, AND DELIVERED IN THE PRESENCE  
OF:**

By:

Lisa Silver

Print Name:

LISA Silver - Asst. Sec.

By:

James F. Lankford

Print Name:

James F. Lankford - J.F.

**BY FRANCHISEE:**

By:

David M. Myhan

Print Name:

DAVID M. MYHAN

Print Title:

PRESIDENT

**EXHIBIT 1 – COLLECTION SERVICE RATES**

**INDIAN RIVER COUNTY - SOLID WASTE DISPOSAL DISTRICT  
FRANCHISE/REGULATED RESIDENTIAL AND COMMERCIAL RATES**

<b>1 RESIDENTIAL COLLECTION SERVICE RATES (Universal)</b>		Monthly Fee / Unit
2 Solid Waste: 1x/week collection in Franchisee provided Roll Carts		\$6.98
3 Yard Waste: 1x/week collection in Franchisee provided Roll Carts		\$3.86
4 Bulk Trash: 1x/week collection		\$3.18
<b>5 Total Monthly Rate</b>		<b>\$14.02</b>

<b>7 RESIDENTIAL RECYCLABLES COLLECTION SERVICE RATES</b>		Monthly Fee / Unit
8 Single Family: 1x/week collection in Franchisee provided Roll Carts		\$4.58
9 Multi-Family: 1x/week collection in Franchisee provided Roll Carts/Containers		\$5.23

<b>11 GOVERNMENT BUILDINGS AND FACILITIES RECYCLING</b>		Monthly Fee / Unit
12 64-Gallon		\$35.00
13 2 cu yd		\$82.04
14 4 cu yd		\$164.17
15 6 cu yd		\$246.32
16 8 cu yd		\$328.46
17 Specialty Service		\$102.71

<b>19 COMMERCIAL CART SERVICE RATES</b>		Fee/Pickup
20 Commercial Cart Service in Franchise provided 96 gal Roll Cart		\$15.00

<b>22 COMMERCIAL AND MULTI-FAMILY SOLID WASTE RATES</b>									
<b>23 NON-COMPACT CONTAINERS - COMPANY OWNED</b>									
26 SIZE (cy)	COLLECTION FREQUENCY PER WEEK						ON CALL SERVICE		
	1	2	3	4	5	6	MONTHLY CHARGE	PICK-UP CHARGE	
27 1.0	\$46.76	\$93.52	\$140.29	\$187.05	\$233.81	\$280.57	\$75.00	\$125.00	\$175.00
28 2.0	\$93.52	\$187.04	\$280.57	\$374.09	\$467.61	\$561.13	\$85.00	\$125.00	\$185.00
29 3.0	\$140.28	\$280.57	\$420.85	\$561.13	\$701.42	\$841.70	\$95.00	\$125.00	\$195.00
30 4.0	\$187.04	\$374.09	\$561.13	\$748.18	\$935.22	\$1,122.26	\$110.00	\$150.00	\$210.00
31 6.0	\$280.57	\$561.13	\$841.70	\$1,122.26	\$1,402.83	\$1,683.40	\$148.00	\$160.00	\$375.00
32 8.0	\$374.09	\$748.18	\$1,122.26	\$1,496.35	\$1,870.44	\$2,244.53	\$175.00	\$175.00	\$475.00

<b>34 NON-COMPACT CONTAINERS - CUSTOMER OWNED</b>									
<b>35</b>									
37 SIZE (cy)	COLLECTION FREQUENCY PER WEEK						ON CALL SERVICE		
	1	2	3	4	5	6	MONTHLY CHARGE	PICK-UP CHARGE	
38 1.0	\$44.62	\$91.44	\$138.13	\$184.92	\$231.63	\$278.42	\$75.00	\$125.00	\$175.00
39 2.0	\$89.30	\$182.77	\$276.30	\$371.98	\$463.43	\$556.92	\$85.00	\$125.00	\$185.00
40 3.0	\$133.91	\$274.20	\$414.51	\$554.74	\$695.07	\$835.40	\$95.00	\$125.00	\$195.00
41 4.0	\$178.59	\$367.69	\$552.70	\$739.73	\$926.81	\$1,113.72	\$110.00	\$150.00	\$210.00
42 6.0	\$267.85	\$548.47	\$828.99	\$1,109.54	\$1,390.14	\$1,670.71	\$148.00	\$160.00	\$375.00
43 8.0	\$357.15	\$731.25	\$1,105.33	\$1,479.55	\$1,853.51	\$2,227.60	\$175.00	\$175.00	\$475.00

*(Continued on the next page)*

Indian River County Solid Waste Disposal District  
Solid Waste and Recyclables Franchise Agreement

COMPACTION CONTAINERS - COMPANY OWNED								ON CALL SERVICE	
SIZE (cy)	COLLECTION FREQUENCY PER WEEK						MONTHLY CHARGE	PICK-UP CHARGE	
	1	2	3	4	5	6			
1.0	\$56.68	\$113.36	\$170.04	\$226.72	\$283.40	\$340.08	\$175.00	\$125.00	\$175.00
2.0	\$113.36	\$226.72	\$340.08	\$453.44	\$566.80	\$680.16	\$185.00	\$125.00	\$185.00
3.0	\$170.04	\$340.08	\$510.12	\$680.16	\$850.20	\$1,020.24	\$195.00	\$125.00	\$195.00
4.0	\$226.72	\$453.44	\$680.16	\$906.88	\$1,133.60	\$1,360.32	\$210.00	\$150.00	\$210.00
6.0	\$340.08	\$680.16	\$1,020.24	\$1,360.32	\$1,700.40	\$2,040.48	\$375.00	\$160.00	\$375.00
8.0	\$453.44	\$906.88	\$1,360.32	\$1,813.76	\$2,267.20	\$2,720.64	\$475.00	\$175.00	\$475.00

COMPACTION CONTAINERS - CUSTOMER OWNED								ON CALL SERVICE	
SIZE (cy)	COLLECTION FREQUENCY PER WEEK						MONTHLY CHARGE	PICK-UP CHARGE	
	1	2	3	4	5	6			
1.0	\$48.23	\$104.91	\$161.63	\$218.26	\$274.93	\$331.57	\$175.00	\$125.00	\$175.00
2.0	\$104.91	\$218.27	\$331.67	\$444.98	\$558.33	\$671.65	\$185.00	\$125.00	\$185.00
3.0	\$157.36	\$327.36	\$497.48	\$667.42	\$837.51	\$1,007.50	\$195.00	\$125.00	\$195.00
4.0	\$209.81	\$436.47	\$663.24	\$890.01	\$1,116.68	\$1,343.37	\$210.00	\$150.00	\$210.00
6.0	\$323.68	\$654.75	\$994.86	\$1,334.94	\$1,675.02	\$2,015.13	\$375.00	\$160.00	\$375.00
8.0	\$419.59	\$873.07	\$1,326.47	\$1,779.94	\$2,233.34	\$2,686.78	\$475.00	\$175.00	\$475.00

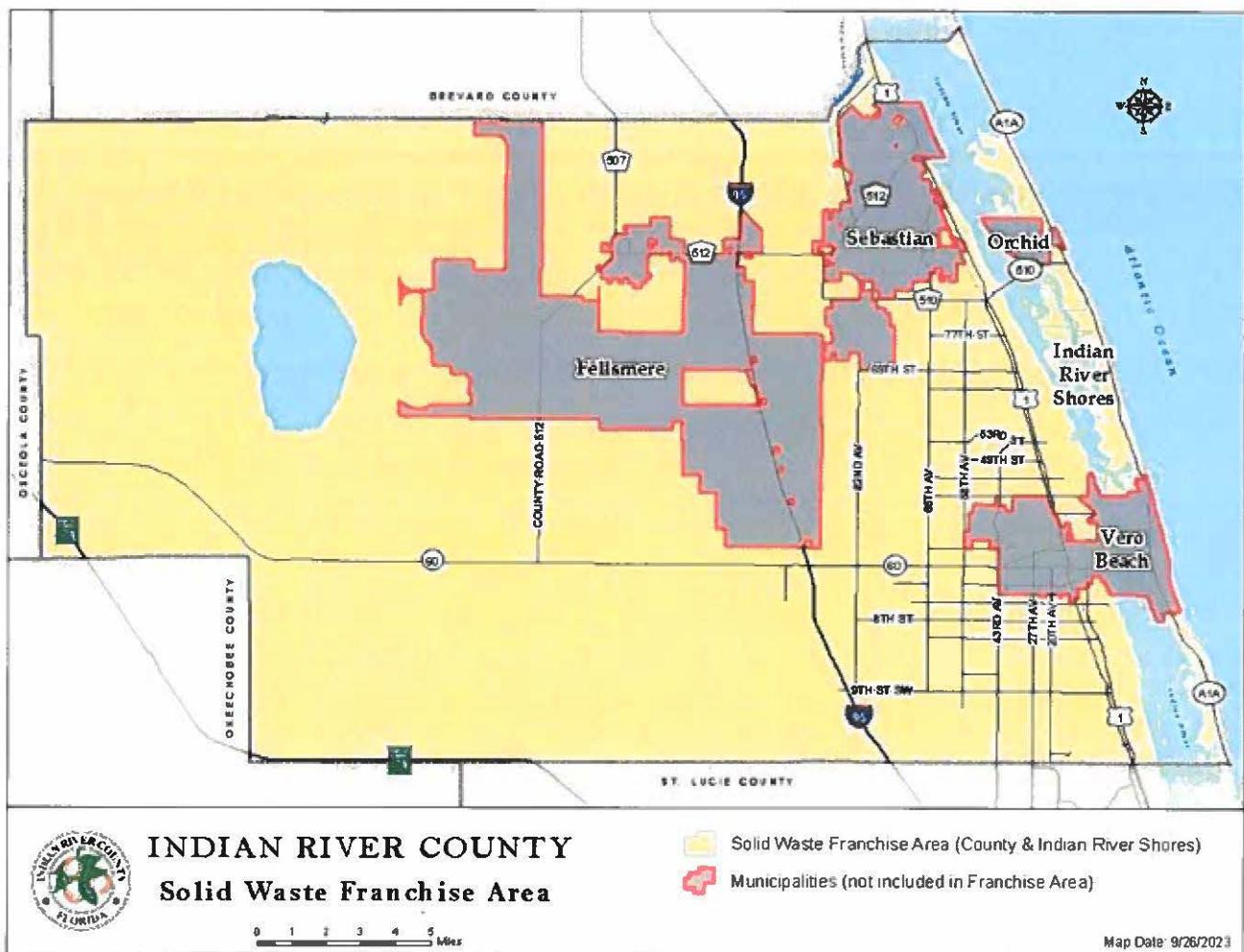
ROLLOFF RATES - NON COMPACTED (Landfill Disposal Rates Apply)		ROLLOFF RATES - COMPACTED (Landfill Disposal Rates Apply)	
All Sizes (15 - 40 cu yd)		All Sizes (15 - 40 cu yd)	
Fee per pull	\$289.52	Fee per pull	\$365.22
Monthly Container and Maintenance Fee	\$225.00	Monthly Container and Maintenance Fee	\$833.75

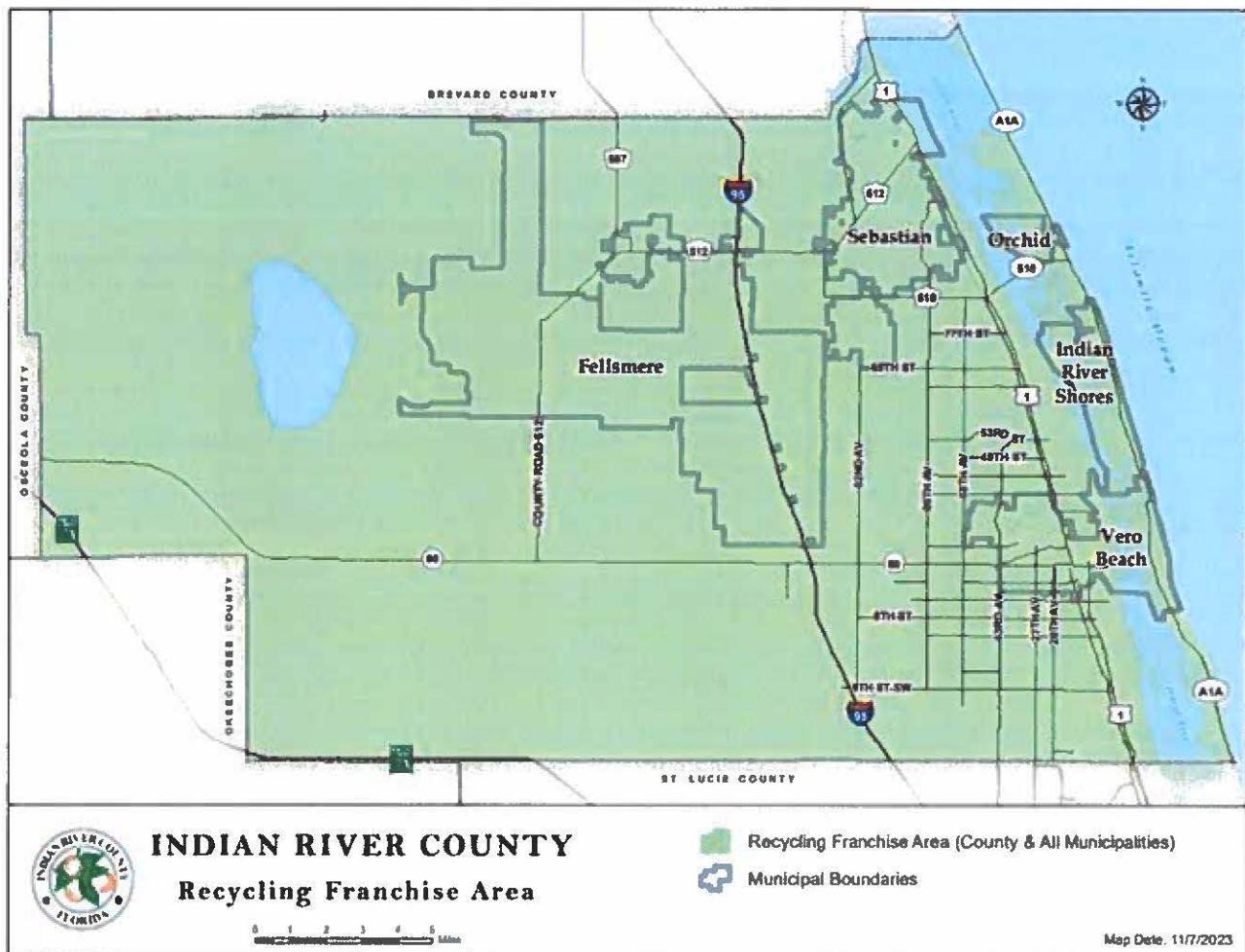
SUPPLEMENTAL CHARGES									
COMMERCIAL					RESIDENTIAL AND MULTI-FAMILY RECYCLING				
Container Roll Out and Return - Fee per event					MF Recyclables: Container Roll Out and Return - Fee per event				
\$75.00					\$20.00				
Unlock & Locking Containers - Fee per event					Each additional Roll Cart - Fee per cart and distribution				
\$75.00					\$100.00				
Moving cust. container (at request) - Fee per event					Collection of additional Roll Cart - Fee per month				
\$150.00					\$15.00				
Opening and closing doors or gates - Fee per event					Cart cleaning services - Fee per event				
\$75.00					\$150.00				
Locks for containers - One time fee					Improperly prepared Solid Waste - Fee per cy				
\$175.00					\$35.00				
					Improperly prepared Yard Waste - Fee per cy				
					\$35.00				
					Excessive Yard Waste - Fee per cy				
					\$35.00				
					Excessive Bulk Trash - Fee per cy				
					\$35.00				

**EXHIBIT 2 – FRANCHISE AREA**

**Solid Waste Franchise Area**



## Recycling Franchise Area



**EXHIBIT 3 – PROGRAM RECYCLABLES**

The following are Program Recyclables to be collected by the Franchisee:

**PLASTICS:** All plastic bottles and jugs.

**PAPER:** All paper not contaminated by food, including newspaper, magazines, catalogs, telephone books, junk mail, office paper, cardboard, paper bags, paperboard food boxes including clean pizza boxes, chipboard paper, file folders, envelopes with and without windows, paperback books, mixed paper, paper towel and toilet tissue rolls.

**FOOD AND BEVERAGE CONTAINERS:** All aluminum and steel cans, empty aerosol cans, clean foil, aluminum pie plates and trays. Aluminum tabs and steel caps are acceptable.

**GLASS:** All glass bottles and jars.

#### **EXHIBIT 4 – CALCULATION OF RATE ADJUSTMENT**

One Hundred percent (100%) of the rate adjustment shall be based on seventy five percent (75%) of the change in the Consumer Price Index (CPI) between the month of January in the prior year (CPI1) and the month of January in the current year (CPI2). The CPI shall be the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CWUR0300SAO).

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

The total rate adjustment is rounded to the nearest hundredth of a percent and in any given year shall not exceed five percent (5%) of the previous rate.

#### **EXCEL FORMULA FOR CALCULATING RATE ADJUSTMENT**

Rate Adjustment (%) = ROUND (((((CPI2 – CPI1) / CPI1) \* 0.75) \* 100),2)

Where:

"CPI1" = published CPI average for the month of January of the prior year

"CPI2" = published CPI average for the month of January of the current year

"F11" = average published monthly fuel price from January through January of the year prior to F12

"F12" = average published monthly fuel price from January through January of the most recent year

#### **SAMPLE CALCULATION OF RATE ADJUSTMENT**

Assumptions:

Rate Adjustment:

Current Rate = \$8.00 CPI1 = 225.838

CPI2 = 230.195

F11 = 3.9185

F12 = 3.8747

=ROUND (((((230.195-225.838)/225.838) \* 0.75) \* 100), 2) = 1.93%

*Rate Adjustment of 1.93% is less than 5%, the maximum allowed.*

**New Rate = ROUND (\$8.00 \* (1 +0.0193),2) = \$8.15**

#### EXHIBIT 5 – TECHNICAL SPECIFICATIONS FOR ROLL CARTS

Following are minimum requirements for the Roll Carts as required within the scope of this Agreement. Franchisee must provide a prototype of each of the standard-sized Roll Carts (94-96 gallons for Solid Waste and Yard Waste Carts and 64-66 gallons for Recycling Cart) that meet the following technical specifications to the Contract Manager for approval prior to ordering the Roll Carts. SWDD reserves the right to waive the requirement for a prototype.

<b>Construction and Design</b>	<ul style="list-style-type: none"><li>Must meet American National Standards Institute (ANSI) Standards Z245.30 and AZ245.60 "Type B/G" containers, all rules, regulations, and laws pertaining to this product.</li><li>Roll Carts must be produced by a major manufacturer approved by the Contract Manager.</li><li>The upper lift point shall be permanently molded into the Roll Cart and the lower must be a 1" diameter galvanized free floating metal bar or composite equivalent, securely attached to prevent failure or loss. Molded bars are unacceptable.</li><li>The Roll Cart must be manufactured with a narrow width design to fit through a 30" door opening.</li></ul>
<b>Size (Capacity)</b>	Three different sized Roll Carts are required with the following capacities: <ul style="list-style-type: none"><li>Large = 94-96 gallon</li><li>Medium = 64-66 gallon</li><li>Small = 32-35 gallon</li></ul>
<b>Materials</b>	<ul style="list-style-type: none"><li>Must be rotationally or injection molded using medium to high density 100% recyclable polyethylene.</li><li>Minimum resin weight of unassembled Roll Cart, including cart body and lid, must be:<ul style="list-style-type: none"><li>30 pounds or greater for large Roll Cart</li><li>22 pounds or greater for medium Roll Cart</li><li>15 pounds or greater for small Roll Cart</li></ul></li><li>Resin used in the manufacturing process must contain a minimum of 25% post-consumer recycled material.</li><li>All plastic parts must be stabilized against ultraviolet light deterioration with a UV stabilizer additive.</li></ul>
<b>Body</b>	<ul style="list-style-type: none"><li>The body of the Roll Cart must be one piece.</li><li>The Roll Cart wall and bottom thickness must be a minimum of 0.150 inches.</li><li>The body of the Roll Cart must be designed with a drag rail on the container bottom and reinforced in the area that contacts the ground with a molded-in bottom wear strip.</li><li>The top of the body must be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim must have a raised inner perimeter. The rim of the Roll Cart must not be designed to have an inward radius to obstruct free flow emptying of the material out of the container.</li></ul>
<b>Lid</b>	<ul style="list-style-type: none"><li>Lids must be of a configuration that will not warp, bend, slump, or distort to such an extent that it no longer fits the body properly or becomes otherwise unserviceable.</li><li>The lid must be one-piece construction and securely attached to the rear of the wheeled section of the Roll Cart using a rustproof, weather-resistant fastener system.</li></ul>

	<ul style="list-style-type: none"> <li>The lid must be hinged to open to a position of 270 degrees from the closed position and hang open without stressing the lid, body, or tipping over the Roll Cart.</li> <li>Lids must be designed to be easily removed in the event of damage or failure. Lid latches are not acceptable.</li> </ul>
<b>Handle</b>	<ul style="list-style-type: none"> <li>Each Roll Cart must have a horizontal handle(s) to provide comfortable gripping areas for pushing or pulling the Roll Cart.</li> <li>The handle must be integrally molded into the body or lid, and only plastic surfaces shall be exposed to the hands of the user.</li> </ul>
<b>Wheels/Axle</b>	<ul style="list-style-type: none"> <li>Roll Carts must be equipped with two (2) plastic molded or rubber wheels making the cart capable of being easily moved and maneuvered.</li> <li>Wheels shall be snap-on or attached in a way that prevents unintended detachment.</li> <li>Wheels must be a minimum of 10 inches in diameter for large and medium Roll Carts and a minimum of 8 inches in diameter for small Roll Carts.</li> <li>Each Roll Cart must have a minimum 5/8-inch diameter axle with a corrosion-resistant coating that must be securely attached to the body by molded axle retainers.</li> <li>The wheels and axle must be rated to meet the maximum load requirement of 3.5 pounds per gallon.</li> </ul>
<b>Stability</b>	<ul style="list-style-type: none"> <li>Roll Carts must be able to remain stable and upright in winds up to 30 miles per hour when empty.</li> </ul>
<b>Color</b>	<ul style="list-style-type: none"> <li>Color must not be streaked in the finished product and must be colorfast so that the color does not alter significantly with normal use. Painted Roll Carts are unacceptable.</li> <li>The Garbage Roll Cart color is to be specified by the County.</li> <li>The Recycling Roll Cart color is to be specified by the County.</li> <li>The final color selection must be approved by the Contract Manager prior to manufacturing.</li> </ul>
<b>Markings</b>	<ul style="list-style-type: none"> <li>All Roll Cart markings are subject to approval by the Contract Manager prior to order placement.</li> <li>Sequential serial numbers must be molded, branded, or hot-stamped into the front of the body with white color. An eight to ten (8-10) alpha/numeric serial number shall be used as determined by the County.</li> <li>A SWDD/County logo and recycling logo must be clearly molded, inscribed, or hot-stamped into both sides of the body with the following wording in 1 inch lettering: Property of Indian River County.</li> <li>Lids must have the following markings: <ul style="list-style-type: none"> <li>Instructions for which side of the Roll Cart must face the street for collection.</li> <li>Recycling Roll Cart lids must have an in-mold label with program instructions as provided by the County.</li> <li>ANSI and regulatory labeling required.</li> </ul> </li> </ul>
<b>Warranty</b>	<ul style="list-style-type: none"> <li>Roll Carts must be fully (100%) warranted against defects in materials and workmanship for a minimum period of ten (10) years from the date of delivery and must be transferrable to SWDD/County at expiration of the Agreement.</li> </ul>

	<ul style="list-style-type: none"> <li>• The warranty must be unconditional and non-prorated providing the County with assurance of full Roll Cart replacement. The warranty must survive the termination of any contract for the manufacture and/or A&amp;D of Roll Carts.</li> <li>• Warranty is understood to include the following coverage: <ul style="list-style-type: none"> <li>○ Failure of the lid to prevent rainwater from entering the Roll Cart when the lid is closed on the body.</li> <li>○ Damage to the body, the lid, or any component parts through opening or closing the lid.</li> <li>○ Failure of the lid hinge to remain fully functional and continually hold lid in the originally designed and intended positions when either opened or closed.</li> <li>○ Failure of the body and lid to maintain its original shape.</li> <li>○ Wear through the Roll Cart bottom so that it leaks liquid.</li> <li>○ Failure of the wheels to provide continuous, easy mobility, as originally designed.</li> <li>○ Failure of any part to conform to minimum standards as specified.</li> </ul> </li> </ul>
<b>RFID Tags</b>	<ul style="list-style-type: none"> <li>• Each Roll Cart must have a unique integrated RFID tag installed into the Roll Cart.</li> <li>• RFID tags must be passive ultra-high frequency (UV) with an optimal operating frequency of 860-960 MHz.</li> <li>• RFID tags must have an optimal operating temperature of -40°F to +149°F.</li> <li>• The dry inlay must meet ISO/IEC 18000-6C and EPD Global Gen 2 standards.</li> <li>• RFID tag values must be written and locked.</li> <li>• All RFID tags must be attached so that the tags have no exposure to outside elements, are not visible to the customer, and are tamper resistant.</li> <li>• RFID tags placed inside of the body of the Roll Cart are unacceptable.</li> <li>• Adhesive or sticker RFID tags are unacceptable.</li> <li>• Each RFID tag must be tested at the manufacturing facility to ensure that it is working properly.</li> </ul>
<b>Asset Management</b>	<ul style="list-style-type: none"> <li>• A manufacturing database must be maintained that includes each Roll Cart's RFID tag identification, serial number, date of manufacture, location of manufacturer, Roll Cart type, color, and size.</li> <li>• If applicable due to a change in manufacturers, transition of data between manufacturers is required.</li> <li>• At the time and point of delivery, the RFID tag, date, time, and latitude/longitude of the Roll Cart's delivery must be captured and associated with the manufacturing database and the residential physical address to which the Roll Cart is assigned.</li> <li>• The combined databases consisting of the manufacturing information and A&amp;D information shall be uploaded into the web-based service verification system no later than seven (7) Days following the Commencement Date and maintained through the term of the Agreement as provided for in Article 18.1.2.</li> <li>• At the termination of the Agreement, the asset management database shall be transmitted to the Contract Manager in an acceptable format.</li> </ul>

**EXHIBIT 6 – TECHNICAL SPECIFICATIONS FOR RFID TAGS FOR COMMERCIAL APPLICATION**

Following are minimum requirements for the RFID tags required to be placed on all commercial collection containers used for Commercial Collection Service within the scope of this Agreement.

<b>Technical Specs</b>	<ul style="list-style-type: none"><li>• RFID tags must be passive Ultra High Frequency (UHF) with an optimal operating frequency of 860 – 960 MHz.</li><li>• Read range: 6 feet minimum</li><li>• Protocol: EPC Class 1 Gen 2</li></ul>
<b>Environmental Specs</b>	<ul style="list-style-type: none"><li>• RFID tags must have an optimal operating temperature of -40°F to +149°F</li><li>• Waterproof</li><li>• Chemical resistant appropriate for Solid Waste collection application</li><li>• Mechanical resistant appropriate for Solid Waste collection application</li></ul>
<b>Mounting Specs</b>	<ul style="list-style-type: none"><li>• Encapsulated tag designed for mounting</li><li>• Mounting surfaces: Metal, plastic, etc.</li></ul>
<b>Memory Requirement</b>	<ul style="list-style-type: none"><li>• EPC 96 bits; User 512 bits; TID 64 bits. EPC and User memory reprogrammable, TID is locked at point of manufacturer</li></ul>

**EXHIBIT 7 – LOCK REQUIREMENTS FOR GOVERNMENT SERVICED FACILITIES**

All locks utilized on designated Carts and Containers for government buildings shall have gravity plus technology to override gravity mechanisms. Proposed locks to be utilized shall be submitted to Contract Manager for approval. The franchisee shall be responsible for new carts, cart replacement, and cart maintenance. Please note, some locations have carts equipped with gravity locks. The franchisee will be responsible for purchase and installation of future gravity locks as designated by SWDD Contract Manager or designee.

EXHIBIT 8 – GOVERNMENT BUILDINGS AND FACILITIES LIST

Unincorporated County and Town of IRS

ITEM	LOCATION	ADDRESS	Final Count	Service Multiplier	SIZE OF CONTAINER(S)
1	Sandridge Golf Club	5300 73rd St	9	1x Weekly	64-gallon
2	Sandridge Golf Club	5300 73rd St	1	1x Weekly	6 cu yd
3	Indian River County Admin Bldg. (Bldg A)	1800 27 <sup>TH</sup> St	12	1x Weekly	64-gallon
4	Indian River County Admin Bldg. (Bldg B)	1801 27 <sup>TH</sup> St	9	1x Weekly	64-gallon
5	North County Library	1001 CR 512	1	1x Weekly	2 cu yd
7	IRC Courthouse	2000 16 <sup>th</sup> Ave	5	1x Weekly	64-gallon
8	North IRC Annex, Sebastian Corners Plaza	1921 US Highway 1	1	1x Weekly	8 cu yd
9	IRC Health Dept	1900 27 <sup>th</sup> St	10	1x Weekly	64-gallon
10	Elections Office	4375 43 <sup>rd</sup> Ave	7	1x Weekly	64-gallon
12	Facilities Mgmt/Animal Control	4305A & 4305B 43 <sup>rd</sup> Ave	6	1x Weekly	64-gallon
13	Emergency Operations Center (EOC)	4225 43 <sup>rd</sup> Ave	1	1x Weekly	4 cu yd
14	Road & Bridge	4550 41 <sup>st</sup> St	4	1x Weekly	64-gallon
15	Fleet Management	5234 41 <sup>st</sup> St, Suite A	1	1x Weekly	2 cu yd
16	Utility Operations Center	4350 41 <sup>st</sup> St	1	1x Weekly	4 cu yd
17	Fire Station #1	1500 Old Dixie Hwy	5	1x Weekly	64-gallon
18	Fire Station #2	3301 Bridge Plaza Dr	2	1x Weekly	64-gallon
19	Fire Station #3	2900 43rd Ave	5	1x Weekly	64-gallon
20	Fire Station #4	1500 9 <sup>th</sup> St SW	3	1x Weekly	64-gallon
21	Fire Station #5	6540 Old Dixie Hwy	3	1x Weekly	64-gallon
22	Fire Station #6	101 S A-1-A	2	1x Weekly	64-gallon
23	Fire Station #7	1891 90th Ave	5	1x Weekly	64-gallon
24	Fire Station #8	1115 Barber St	3	1x Weekly	64-gallon
25	Fire Station #9	1640 U S #1	5	1x Weekly	64-gallon
26	Fire Station #10	62 North Broadway	5	1x Weekly	64-gallon
27	Fire Station #11	2555 93 <sup>rd</sup> St	2	1x Weekly	64-gallon
28	Fire Station #12	3620 49 <sup>th</sup> St	3	1x Weekly	64-gallon
29	Fire Station #13	4330 4th St	5	1x Weekly	64-gallon
30	Fire Station #14	6780 26th St	3	1x Weekly	64-gallon
31	Fire Station #15	9470 CR512	3	1x Weekly	64-gallon
32	IRC Tax Collectors Office	1860 82 <sup>nd</sup> Ave	0	1x Weekly	64-gallon
33	Jackie Robinson Training Complex	3901 26th St	0	1x Weekly	64-gallon

Indian River County Solid Waste Disposal District  
Solid Waste and Recyclables Franchise Agreement

ITEM	LOCATION	ADDRESS	Final Count	Service Multiplier	SIZE OF CONTAINER(S)
34	Jackie Robinson Training Complex	3901 26th St	0	1x Weekly	8 cu yd
35	Hobart Soccer Complex	6310 77th St	1	1x Weekly	8 cu yd
36	North County Aquatics Center	9450 CR512	8	1x Weekly	64-gallon
37	Gifford Aquatics Center	4895 43rd Ave	3	1x Weekly	64-gallon
38	Indian River County Fairgrounds	7955 58th Ave	1	1x Weekly	8 cu yd
40	Indian River County Parks Division	5500 77th St	1	1x Weekly	8 cu yd
41	Indian River County Parks Division	5500 77th St	3	1x Weekly	64-gallon
42	IRC South County Park / Intergenerational Facility	1590 9th St SW	21	1x Weekly	64-gallon
43	IRC North County Park	9450 CR 512	14	1x Weekly	64-gallon
44	IRC Lagoon Greenway **	8th St & Indian River Blvd	2	1x Weekly	64-gallon
45	IRC Wabasso Causeway **	3105 Wabasso Bridge	12	1x Weekly	64-gallon
46	IRC Gifford Park **	4715 43rd Ave	4	1x Weekly	64-gallon
47	Ampersands Beach	12566 Hwy A1A	1	1x Weekly	64-gallon
48	Treasure Shores Park *	11300 Hwy A1A	4	1x Weekly	64-gallon
49			1	1x Weekly	Specialty Service
50	Golden Sands Park *, **	10350 Hwy A1A	6	1x Weekly	64-gallon
51			1	1x Weekly	Specialty Service
52	Wabasso Beach Park *, **	1820 Wabasso Beach Rd	5	1x Weekly	64-gallon
53			1	1x Weekly	Specialty Service
54	Seagrape Trail Beach Access	8302 Hwy A1A	1	1x Weekly	64-gallon
55	Turtle Trail Beach Access	8102 Hwy A1A	1	1x Weekly	64-gallon
56	Tracking Station Park *, **	800 46th Pl	3	1x Weekly	64-gallon
57			1	1x Weekly	Specialty Service
58	Round Island Park (Beachside) *, **	2200 S Hwy A1A	7	1x Weekly	64-gallon
59			1	1x Weekly	Specialty Service
60	Round Island Park (Lagoon side) *, **	2200 S Hwy A1A	3	1x Weekly	64-gallon
61			1	1x Weekly	Specialty Service
62	Main Library	1600 21st St	1	1x Weekly	8 cu yd
64	45th St Dock	45th St. Dock	2	1x Weekly	64-gallon
65	Captain Forester	8610 Jungle Trail	1	1x Weekly	64-gallon
66	Dale Wimbrow Park *	11805 Roseland Rd, Roseland	3	1x Weekly	64-gallon
67			1	1x Weekly	Specialty Service

Indian River County Solid Waste Disposal District  
Solid Waste and Recyclables Franchise Agreement

ITEM	LOCATION	ADDRESS	Final Count	Service Multiplier	SIZE OF CONTAINER(S)
68	Donald MacDonald Park *	12315 Roseland Rd	4	1x Weekly	64-gallon
69			1	1x Weekly	Specialty Service
70	Grovenor Estates Park	3205 10th ST SW	2	1x Weekly	64-gallon
71	Hosie Schumann Park	1760 39th St.	3	1x Weekly	64-gallon
72	Hobart Ball Fields *, **	5790 77th st, VB	5	1x Weekly	64-gallon
73			1	1x Weekly	Specialty Service
74	Kiwanis Hobart Park *	5555 77th st, VB	10	1x Weekly	64-gallon
75			1	1x Weekly	Specialty Service
76	MLK Park *	2880 45th St.	5	1x Weekly	64-gallon
77			1	1x Weekly	Specialty Service
78	Moore's Point *	14510 US Highway 1	2	1x Weekly	64-gallon
79			1	1x Weekly	Specialty Service
80	Oslo Dock - 9th Street SE	9th St SE	1	1x Weekly	64-gallon
81	Pelican Island Wildlife Refuge	4055 Wildlife Way,	2	1x Weekly	64-gallon
82	Roseland Ball Field (Helen Hanson) *, **	8020 129th Ct	3	1x Weekly	64-gallon
83			1	1x Weekly	Specialty Service
84	Roseland Community Park and Community Center	12973 83rd Ave, Roseland	3	1x Weekly	64-gallon
85			1	1x Weekly	Specialty Service
86	Sebastian Canoe Launch	9800 Canoe Launch Cove, Seb.	2	1x Weekly	64-gallon
87	Vero Highlands Park	330 21st Rd SW	2	1x Weekly	64-gallon
88	West Wabasso Park *, **	8900 64th Ave	5	1x Weekly	64-gallon
89			1	1x Weekly	Specialty Service
90	Traffic Division	4548 41st St	2	1x Weekly	64-gallon
91	Daisy Hope	8445 64 <sup>th</sup> Ave	2	1x Weekly	64-gallon
92	IRC Girls & Boys Little League	3995 18th Street	2	1x Weekly	64-gallon
93	Treasure Coast Homeless	2525 St Lucie Av	1	1x Weekly	64-gallon
94	Town of Indian River Shores - Town Hall	6001 Florida A1A, Indian River Shores FL 32963	6	1x Weekly	64-gallon
95	Town of Indian River Shores - Emergency Services	6001 Florida A1A, Indian River Shores FL 32963	4	1x Weekly	64-gallon
96	Town of Indian River Shores - Beachcomber Beach Access	990 Beachcomber Lane, Indian River Shores FL 32963	1	1x Weekly	64-gallon

Indian River County Solid Waste Disposal District  
Solid Waste and Recyclables Franchise Agreement

<i>* Specialty Service - Empty Containers at Multiple Locations</i>  <i>** Current Locked Cart Locations</i>	# OF CONTAINERS/ Specialty Service	SIZE OF CONTAINER(S)
	283	64-gallon
	2	2 cu yd
	2	4 cu yd
	1	6 cu yd
	5	8 cu yd
	15	Specialty Service
	308	Total

Indian River County Solid Waste Disposal District  
Solid Waste and Recyclables Franchise Agreement

**EXHIBIT 9 – RFP #2024020 SOLICITATION PACKET / FRANCHISEE PROPOSAL**

**Note:** The final PDF of this executed agreement will include, by reference, all components of Franchisee's Proposal to include Clarification Question responses during evaluations and Best and Final Offer forms.