
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Solid Waste Franchise Agreements for Residential Collection Service

DEPARTMENT: Environmental Services

DIVISION: Solid Waste Management

AUTHORIZED BY: Joe Forte, Andrew Neff **CONTACT:** William (Johnny) Edwards **EXT:** 2253

MOTION/RECOMMENDATION:

a) Approve and authorize the Chairman to execute the Third Amendment and Renewal to (RFP-4234-04/AJR) Solid Waste Collection Franchise Agreement Seminole County, Florida Residential Collection Services in unincorporated County Service Area 3 with Waste Pro of Florida, Inc (Waste Pro).

b) Authorize staff to solicit requests for proposals for a Solid Waste Franchise Agreement to provide Residential Collection Service within Service Area 1.

c) Authorize staff to solicit requests for proposals for a Solid Waste Franchise Agreement to provide Residential Collection Service within Service Area 2.

County-wide

William (Johnny) Edwards

BACKGROUND:

This agenda item is a continuation from the July 28, 2009 Board of County Commissioner meeting regarding the three (3) current Franchise Agreements for the collection of residential solid waste and recycling. Following the BCC direction, staff immediately contacted a representative from each hauling company to request a best and final offer.

The current contract with Waste Pro of Florida was awarded following a 2004 solicitation for requests for proposals. Based on review of current contract CPI adjustments, actual changes in fuel prices since Waste Pro bid on the contract, and an excellent performance record, staff is recommending that the Second Amended Solid Waste Franchise Agreement (RFP-4234-04/AJR) for Residential Collection Service in unincorporated County Service Area 3 with Waste Pro be amended and extended for a period of eight (8) years.

As of the agenda deadline, staff had not received a best and final from either Waste Services or Waste Management. Both vendors were advised that this item is being presented to the Board at their August 11, 2009 meeting. Should staff receive information prior to the BCC meeting staff will present same for the Board of County Commissioners' consideration.

Staff believes that should it be necessary to solicit requests for proposals for a Solid Waste Franchise Agreement to provide Residential Collection Service Service Area 1 and 2 it is necessary to receive authorization at the August 11, 2009 meeting as limited time is available to ensure seamless services prior to the end of the contract term.

STAFF RECOMMENDATION:

- a) Staff is recommending approval of the Third Amendment and Renewal of the Solid Waste Franchise Agreement for Residential Collection Service in unincorporated Service Area 3 with Waste Pro.
- b) Staff is recommending that Agreements for Service Area 1 be obtained by soliciting requests for proposals.
- c) Staff is recommending that Agreements for Service Area 2 be obtained by soliciting requests for proposals.

ATTACHMENTS:

- 1. Agreement

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

THIRD AMENDMENT AND RENEWAL
TO (RFP-4234-04/AJR)
SOLID WASTE COLLECTION FRANCHISE AGREEMENT
SEMINOLE COUNTY, FLORIDA RESIDENTIAL COLLECTION SERVICES

THIS THIRD AMENDMENT AND RENEWAL is made and entered into this _____ day of _____, 2009, and is to that certain Agreement made and entered into on the 25th day of February, 2005, between WASTE PRO OF FLORIDA, INC., whose address is 2101 West State Road 434, Longwood, Florida 32750, hereinafter referred to as "Contractor", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "County."

W I T N E S S E T H:

WHEREAS, the Contractor and County entered into the above-referenced Agreement on February 25, 2005, as amended on October 14, 2005 and March 26, 2007, to set forth the terms and conditions for the Contractor to provide residential solid waste, yard waste, recycling, side door and on-call collection services in unincorporated Seminole County; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 43 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, the parties desire to renew the Agreement as herein amended so as to enable both parties to continue to enjoy and mutual benefits it provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to renew and amend the Agreement as follows:

1. Subsections 1(j) and (y) of the Agreement are amended to read:

Section 1. Definitions.

(j) Container. Any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A Container is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage or yard waste receptacle. Such container, including waste materials, shall not exceed fifty (50) gallons in capacity and fifty (50) pounds in weight, unless a Contractor implements (with written authorization from Contract Administrator or designee) an automated or semi-automated collection system requiring the use of some other standard container compatible with Contractor's equipment supplied by Contractor and approved by County.

(y) Recyclable Material or Recyclables. Materials which are capable of being recycled as determined by County under County's Recycling Program, and which would otherwise be processed or disposed of as Solid Waste. Recyclable Material includes newspapers, magazines, catalogs, telephone directories, corrugated cardboard, brown paper bags, pasteboard (e.g. cereal, tissue and soda boxes), plastic containers numbered 1-7, clear, green and brown glass, and

aluminum and steel cans (including empty aerosol cans) and other materials that the County, at its discretion, may add or remove from the program.

2. Subsection 2(a) of the Agreement is amended to read:

Section 2. Term.

(a) Subject to the termination provisions contained in Section 17 of this Agreement, the term of this Agreement shall be for a eight (8) year period beginning April 1, 2010 and ending March 31, 2018, unless terminated earlier as provided herein.

3. Section 3 of the Agreement is amended to read:

Section 3. Commencement of Services. The services provided by Contractor under this Agreement shall commence effective April 1, 2010.

4. Subsection 6(c) of the Agreement is amended to read:

Section 6. Residential Recycling Collections Services.

(c) Recycling Collection. Contractor shall separate Recyclable Material into two streams at the point of collection. Newspaper, magazines, catalogs, telephone directories, corrugated cardboard, brown paper bags and pasteboard (e.g., cereal, tissue and soda boxes) shall be delivered to the Designated Disposal Facility in one stream in the collection vehicle. Plastic containers numbered 1-7; clear, green, and brown glass; and aluminum and steel cans (including empty aerosol cans) shall be delivered in a second stream in the collection vehicle to the Designated Disposal Facility. The parties recognize that Contract Administrator may, at his/her sole

discretion, add or delete items or components deemed to constitute Recyclable Material to County's Recycling Program. Contractor shall not combine Recyclable Material with Solid Waste or Yard Waste.

5. Subsections 7(a) and (b) of the Agreement are amended to read:

Section 7. Residential Yard Waste Collection Services.

(a) Level of Service. Residential Yard Waste Collection Service to each Dwelling Unit shall include up to fifteen (15) Yard Waste Containers or tied bundles per collection day. Subject to the holiday provisions set forth hereunder, Residential Yard Waste Collection Service shall be provided on Wednesdays to Dwelling Units. All Yard Waste shall be transported to a Designated Disposal Facility as listed in Exhibit "B". Annual collection of live Christmas trees shall be collected as part of Residential Yard Waste Collection Services from all Dwelling Units.

(b) Yard Waste Containers. Yard Waste shall be containerized as defined herein or tied securely in tied bundles not exceeding four feet (4') in length. No branches, limbs, or cuttings shall exceed four inches (4") in diameter. No receptacle or bundle shall exceed fifty (50) gallons and fifty (50) pounds in weight. Containers exceeding the size or weight requirements, or the maximum number containers, may be left at the Curbside by Contractor. Contractor shall thoroughly empty all Yard Waste Containers and collect all bags and tied bundles, up to ten (10) total. Contractor

shall not combine Yard Waste with Solid Waste or Recyclable Material or Yard Waste from outside the Service Area.

6. Subsections 11(a) and (b) are amended to read:

Section 11. County's Billing, Collection and Payment Obligations.

(a) Responsibility. County shall be responsible for the billing and collection of payments for Dwelling Units in Contractor's Service Area receiving mandatory Services except as provided in Section 12(b) hereinbelow. County shall pay Contractor the residential collection rate set forth in Exhibit "C" for each Dwelling Unit in the Service Area. County shall make monthly payments in arrears to Contractor for the mandatory Services under this Agreement. County shall be solely responsible for the collection methodologies for mandatory Services (i.e. non-ad valorem assessment, utility billing, or otherwise). Payments from County to Contractor shall commence with the April, 2010, service month and shall be due and payable on or about the twentieth day of the month following the month during which Services were rendered.

(b) County Report to Contractor. On or before January 15, 2010, and annually thereafter for the term of this Agreement, Contract Administrator shall provide to Contractor a copy of the annual assessment roll or other collection methodologies providing a detailed listing of all Dwelling Units to receive Services. Thereafter and for the duration of this Agreement, Contract Administrator shall promptly notify Contractor of new Dwelling Units

to be serviced or deleted and monthly payments to Contractor shall be adjusted accordingly. County shall continue to accept and rescind exemptions from mandatory collection throughout the duration of the Agreement. Payment shall be prorated based upon the date of the certificate of occupancy or verification of the beginning of actual Service, whichever is later.

7. Section 13 of the Agreement is amended to read:

Section 13. Rate Adjustments.

(a) Consumer Price Index (CPI) Adjustments. As provided in the schedules detailed in Subsections 13(c) and (d) herein, the rates paid to the Contractor shall be adjusted by the Consumer Price Index For All Urban Consumers (CPI-U), series CUURS0000SAO as published by the United States (U.S.) Bureau of Labor Statistics, at commencement of contract services and annually thereafter.

(b) Fuel Index Adjustments. As provided in the schedules detailed in Subsections 13(c) and 13(e) herein, the rates paid to the Contractor shall be adjusted by the Weekly Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Sales by All Sellers (CPI-F), as reported by the United States Department of Energy, Energy Information Administration, at commencement of contract services and semi-annually thereafter.

(c) Contract Start Price Correction. Ninety percent (90%) of the bid price for each of the four (4) service levels shall be adjusted for CPI-U changes. The remaining ten percent (10%) of the

bid price shall be adjusted for CPI-F changes. The corrected contract start prices, effective April 1, 2010, shall be determined as follows:

$$U_{\text{corr}} = (\text{CPI-U}_{\text{Dec 2009}} - \text{CPI-U}_{\text{Jun 2009}}) / \text{CPI-U}_{\text{Jun 2009}}$$

$$F_{\text{corr}} = (\text{CPI-F}_{\text{Dec 2009}} - \text{CPI-F}_{\text{Jun 2009}}) / \text{CPI-F}_{\text{Jun 2009}}$$

$$P_{\text{start}} = (0.90)(1 + U_{\text{corr}})(P_{\text{Bid}}) + (0.10)(1 + F_{\text{corr}})(P_{\text{Bid}})$$

Where: P_{start} = Start price effective April 1, 2010
 P_{Bid} = Bid price submitted by Contractor
 U_{corr} = CPI-U correction factor
 F_{corr} = CPI-F correction factor

(d) Annual CPI-U Adjustments. Ninety percent (90%) of the contract start price for each of the four (4) service levels shall be adjusted annually for CPI-U changes. The first adjustment shall be made by comparing the annual (January 1 - December 31) CPI-U for 2010 to the CPI-U value for December 2009. The adjustment in price shall become effective on April 1, 2011. Subsequent CPI-U adjustments shall compare annual CPI-U values to the December 2009 CPI-U value as shown below.

(e) Semi-annual CPI-F Adjustments. Ten percent (10%) of the contract start price for each of the four (4) service levels shall be adjusted semi-annually for CPI-F changes. The first adjustment shall be made by comparing the first half (January 1 - June 30) CPI-F for 2010 to the CPI-F value for December 2009. The adjustment in price shall become effective on October 1, 2010. Subsequent CPI-U adjustments shall compare semi-annual CPI-F values to the December 2009 CPI-F value as shown below:

Effective Date	Adjustments	Adjusted Price
10/1/2010	$F_{\text{Oct } 2010} = (\text{CPI-F}_{\text{Jan-Jun } 2010} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Oct } 2010} = (0.90)P_{\text{start}} + (0.10)(P_{\text{start}})(1+F_{\text{Oct } 2010})$
4/1/2011	$U_{\text{Apr } 2011} = (\text{CPI-U}_{2010} - \text{CPI-U}_{\text{Dec } 2009}) / \text{CPI-U}_{\text{Dec } 2009}$ $F_{\text{Apr } 2011} = (\text{CPI-F}_{\text{Jul-Dec } 2010} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Apr } 2011} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2011}) + (0.10)(P_{\text{start}})(1 + F_{\text{Apr } 2011})$
10/1/2011	$F_{\text{Oct } 2011} = (\text{CPI-F}_{\text{Jan-Jun } 2011} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Oct } 2011} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2011}) + (0.10)(P_{\text{start}})(1+F_{\text{Oct } 2011})$
4/1/2012	$U_{\text{Apr } 2012} = (\text{CPI-U}_{2011} - \text{CPI-U}_{\text{Dec } 2009}) / \text{CPI-U}_{\text{Dec } 2009}$ $F_{\text{Apr } 2012} = (\text{CPI-F}_{\text{Jul-Dec } 2011} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Apr } 2012} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2012}) + (0.10)(P_{\text{start}})(1 + F_{\text{Apr } 2012})$
10/1/2012	$F_{\text{Oct } 2012} = (\text{CPI-F}_{\text{Jan-Jun } 2012} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Oct } 2012} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2012}) + (0.10)(P_{\text{start}})(1+F_{\text{Oct } 2012})$
4/1/2013	$U_{\text{Apr } 2013} = (\text{CPI-U}_{2012} - \text{CPI-U}_{\text{Dec } 2009}) / \text{CPI-U}_{\text{Dec } 2009}$ $F_{\text{Apr } 2013} = (\text{CPI-F}_{\text{Jul-Dec } 2012} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Apr } 2013} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2013}) + (0.10)(P_{\text{start}})(1 + F_{\text{Apr } 2013})$
10/1/2013	$F_{\text{Oct } 2013} = (\text{CPI-F}_{\text{Jan-Jun } 2013} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Oct } 2013} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2013}) + (0.10)(P_{\text{start}})(1+F_{\text{Oct } 2013})$
4/1/2014	$U_{\text{Apr } 2014} = (\text{CPI-U}_{2013} - \text{CPI-U}_{\text{Dec } 2009}) / \text{CPI-U}_{\text{Dec } 2009}$ $F_{\text{Apr } 2014} = (\text{CPI-F}_{\text{Jul-Dec } 2013} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Apr } 2014} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2014}) + (0.10)(P_{\text{start}})(1 + F_{\text{Apr } 2014})$
10/1/2014	$F_{\text{Oct } 2014} = (\text{CPI-F}_{\text{Jan-Jun } 2014} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Oct } 2014} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2014}) + (0.10)(P_{\text{start}})(1+F_{\text{Oct } 2014})$
4/1/2015	$U_{\text{Apr } 2015} = (\text{CPI-U}_{2014} - \text{CPI-U}_{\text{Dec } 2009}) / \text{CPI-U}_{\text{Dec } 2009}$ $F_{\text{Apr } 2015} = (\text{CPI-F}_{\text{Jul-Dec } 2014} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Apr } 2015} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2015}) + (0.10)(P_{\text{start}})(1 + F_{\text{Apr } 2015})$
10/1/2015	$F_{\text{Oct } 2015} = (\text{CPI-F}_{\text{Jan-Jun } 2015} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Oct } 2015} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2015}) + (0.10)(P_{\text{start}})(1+F_{\text{Oct } 2015})$
4/1/2016	$U_{\text{Apr } 2016} = (\text{CPI-U}_{2015} - \text{CPI-U}_{\text{Dec } 2009}) / \text{CPI-U}_{\text{Dec } 2009}$ $F_{\text{Apr } 2016} = (\text{CPI-F}_{\text{Jul-Dec } 2015} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Apr } 2016} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2016}) + (0.10)(P_{\text{start}})(1 + F_{\text{Apr } 2016})$
10/1/2016	$F_{\text{Oct } 2016} = (\text{CPI-F}_{\text{Jan-Jun } 2016} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Oct } 2016} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2016}) + (0.10)(P_{\text{start}})(1+F_{\text{Oct } 2016})$
4/1/2017	$U_{\text{Apr } 2017} = (\text{CPI-U}_{2016} - \text{CPI-U}_{\text{Dec } 2009}) / \text{CPI-U}_{\text{Dec } 2009}$ $F_{\text{Apr } 2017} = (\text{CPI-F}_{\text{Jul-Dec } 2016} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Apr } 2017} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2017}) + (0.10)(P_{\text{start}})(1 + F_{\text{Apr } 2017})$
10/1/2017	$F_{\text{Oct } 2017} = (\text{CPI-F}_{\text{Jan-Jun } 2017} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Oct } 2017} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2017}) + (0.10)(P_{\text{start}})(1+F_{\text{Oct } 2017})$

Note: CPI-F will be determined as a six (6) month average.

(f) Extraordinary Rate Adjustments.

(1) Contractor may petition County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator, and by all reasonable expectations will continue, or if there are changes in Federal or State law applicable to this Agreement. Contractor's request shall contain substantial proof and justification acceptable to Contract Administrator to support the need for the rate adjustment. Contract Administrator may request from Contractor such further information as may be reasonably necessary in making its determination. County shall approve or deny the request, in whole or in part, or for a limited term, within sixty (60) days of receipt of the request and all other additional information required by Contract Administrator.

(2) Changes in Contractor's means and methods of collection resulting from Contractor's election to employ differing means and collection methods, automated or semi-automated collection systems, or other Contractor means and methods shall not be the basis for rate adjustments.

8. Subsections 16(b)(1), 16(b)(2) and 16(b)(3) of the Agreement are amended to read:

Section 16. Interpretation of Performance, Administrative Charges and Service Violations.

(b) Administrative Charges.

(1) Contract Administrator shall review the information submitted and levy administrative charges for each

complaint received exceeding 2.5 per 1,000 customers in a calendar month for the following violations:

(A) Failure to provide Collection Service to any Dwelling Unit during the regularly scheduled collection times and days.

(B) Failure to collect, transport, or dispose of Solid Waste, Recyclable Material, White Goods, or Yard Waste separately.

(C) Failure to return any Garbage Receptacle, Recycle Bin, or Yard Waste Receptacle to the collection location.

(D) Throwing of any Garbage Receptacle, Recycle Bin, or Yard Waste Receptacle after emptying the Container.

(E) Failure to immediately clean up spillage of any collected material or failure to immediately clean up leaking of vehicle fluids caused by Contractor.

(F) Failure to respond to a Customer Complaint in established time frame.

(G) Failure to completely empty any Garbage Receptacle, Recycle Bin or Yard Waste Receptacle.

(H) Failure to tag Non-conforming Waste left at the curb.

(I) Failure to comply with any provision of this Agreement not otherwise addressed hereunder.

(2) A \$30.00 administrative charge shall be levied for each complaint in excess of 2.5 per 1,000 customers in a calendar month.

(3) County shall count each complaint towards administrative charges, regardless of resolution. Notwithstanding subsection (2) above, a complaint for failing to provide Collection Service that is resolved by the end of the collection day in which the complaint is received by the Contractor shall not be counted as a complaint.

9. Subsections 19(a), (f), (g) and (i) of the Agreement are amended to read:

Section 19. Collection Equipment.

(a) Minimum Requirements. Contractor shall provide in good working condition at all times collection equipment which meets industry standards and is sufficient to permit Contractor to efficiently and safely perform the Services specified herein. Upon execution of this Agreement and annually thereafter on November 1, or on the next business day, Contractor shall provide, in a format specified by Contract Administrator, a list of the equipment providing Services under this Agreement. The collection vehicle list shall include at a minimum, the year, make, and model of the vehicle, fleet number, and route number.

(f) Light Utility Trucks. Contractor shall maintain a sufficient number of light utility trucks or other such vehicles that can be provided for use in remote areas and on roads of limited

stability as to allow for the provision of normal Services to those Dwelling Units in its Service Area in such areas or along such roads. If any road or public right-of-way in the Service Area is substandard, as specifically designated by Contract Administrator in writing, Contractor must provide lightweight equipment to service these roads and rights-of-way. It shall be the responsibility of Contractor to determine which vehicles shall be used to service which Dwelling Units so as to avoid damaging the roads being utilized to service said Dwelling Units. Contractor acknowledges this responsibility and agrees to repair to County standards any road damage caused by Contractor. In the event of an Individual Dwelling Unit complaint regarding road damage, Contract Administrator shall designate the type of vehicle to be utilized on that particular road.

(g) Maintenance of Vehicles. Contractor shall maintain vehicles in good repair, appearance, and in a clean and sanitary condition. Vehicles shall be washed thoroughly on the inside and outside and sanitized with a suitable disinfectant and deodorant at least once per week and at such times as established by Contract Administrator. All vehicles shall be regularly maintained in a manner necessary to prevent discharge of collected material, automotive fluids, and emissions into the environment and to maintain compliance with applicable noise ordinances. A maintenance log shall be maintained at all times for all vehicles and made available to Contract Administrator upon request. Contract Administrator, in

his/her sole determination, may require the removal of equipment not adequately maintained as described above.

(i) Removal of Collection Equipment. Collection equipment regularly and repeatedly failing to perform in a satisfactory manner shall be permanently removed from service in Contractor's Service Area. Unsatisfactory vehicle performance includes, but is not limited to:

(1) Failure to complete a route due to mechanical breakdown, five (5) times in any consecutive twelve (12) month period during the Agreement.

(2) Failure to discharge recyclable materials in two (2) discrete streams, three (3) times in any consecutive twelve (12) month period during the Agreement.

(3) Discharge of vehicle fluids due to mechanical failure five (5) times in any consecutive twelve (12) month period during the Agreement.

(4) Excessive visible emissions or equipment noise either observed by Contract Administrator or for which complaints are received by Contract Administrator on five (5) separate days in any consecutive twelve (12) month period during the Agreement.

10. Section 21 of the Agreement is amended to read:

Section 21. Filing of Requested Information and Documents.

Contractor shall ensure that all documents and reports are submitted and updated as required by this Agreement. Contractor shall provide all documents in a format approved by Contract Administrator in

accordance with Exhibit "E," attached hereto and incorporated herein. On or before February 1st of each year this Agreement is in effect, Contractor shall certify to Contract Administrator that all required documents as described in Exhibit "E" are accurate and on file with County. Contractor shall immediately update and notify Contract Administrator of any changes affecting the Services described in this Agreement.

11. Subsection 24(b) of the Agreement is amended to read:

Section 24. Holidays.

(b) Services not provided on the designated holidays shall be provided on the next scheduled collection day. Dwelling Units not receiving Residential Yard Waste Collection Service due to a holiday shall be entitled to set out up to and including thirty (30) Yard Waste Containers or tied bundles the next scheduled collection day for Yard Waste. Dwelling Units not receiving Residential Yard Waste Collection Service due to Christmas and New Year's Day holiday schedule shall be entitled to set out up to and including forty-five (45) Yard Waste Containers or tied bundles on the next scheduled collection day for Yard Waste.

12. Subsection 25(a) of the Agreement is amended to read:

Section 25. Routes and Schedules.

(a) Establishment of Routes. Contractor shall establish routes within its Service Area to obtain maximum efficiency of operation. Each route shall have a specific start time and location, a specific finish location and shall run in a consistent street sequence

under normal collection conditions. Each route shall utilize the same vehicle each day and run solely within the Service Area. Contractor shall provide, in a format approved by Contract Administrator, a record of each route and the Collection days for Residential Solid Waste, Recyclable Materials, Yard Waste, Mandatory Side Door Services, and Optional Side Door Services, including the total number of Dwelling Units for each route. The record shall be provided to Contract Administrator as described in Exhibit "E".

13. Subsection 42(a) of the Agreement is amended to read:

Section 42. Assignment and Subcontracting.

(a) No assignment or subcontract of this Agreement or any right occurring under this Agreement shall be made in whole or part by Contractor without the express written consent of County. County shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by Contractor. Any assignment of this Agreement made by Contractor without the express written consent of County shall be void and shall be grounds for County to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to Contractor and upon the date of such notice this Agreement shall be deemed immediately terminated and upon such termination all liability of County under this Agreement to Contractor shall cease and County shall be free to negotiate with other Contractors or any other person or entity for provision of Service in the Service Area which is the subject of this Agreement. No firm shall serve more than seventy-five percent (75%) of the total number

of Dwelling Units receiving service in all Service Areas. In the event of merger or other assignment, if one firm acquires Service Areas containing more than seventy-five percent (75%) of the Dwelling Units receiving service in all Service Areas, Contract Administrator shall redefine the Service Area boundaries so that one firm does not service more than seventy-five percent (75%) of all Dwelling Units receiving service in all Service Areas. In the event of any assignment, the assignee shall fully assume all the duties, obligations, and liabilities of Contractor and the assignor shall remain as co-obligor with the assignee as to all duties, obligations, and liabilities under this Agreement.

14. Section 47 of the Agreement is amended to read:

Section 47. Waste Deliveries. Contractor shall deliver all Residential Solid Waste collected within the borders of Seminole County, including all incorporated and unincorporated areas, to a Designated Disposal Facility and pay the appropriate disposal fees. Contractor shall deliver, unless precluded by an existing agreement, all Commercial Solid Waste collected within the borders of Seminole County, including all incorporated and unincorporated areas, to a Designated Disposal Facility and pay the appropriate disposal fees. Failure to deliver all Solid Waste collected in Seminole County to a Designated Disposal Facility shall be cause for termination of this Agreement. Any existing agreements that would prevent Contractor from delivering all Residential and Commercial Solid Waste, as described

above, to a Designated Disposal Facility shall be provided to Contract Administrator on or before January 1, 2010.

15. Section 48 of the Agreement is amended to read:

Section 48. Transition. Notwithstanding the effective date of service as set forth in Section 3 hereinabove, the Contractor shall comply with the Transition Schedule attached hereto and incorporated herein as Exhibit "F".

16. Exhibits A through G of the Agreement are hereby deleted and Exhibits A through F attached hereto are substituted therefor.

17. The Agreement is hereby renewed for the term of eight (8) years from April 1, 2010, through March 31, 2018, unless terminated sooner as provided for therein.

18. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of this Renewal, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

[Signature]

, Secretary

WASTE PRO OF FLORIDA, INC.

By: [Signature]

ROBERT J. HYERS HYRES
Executive Vice-President

(CORPORATE SEAL)

Date: July 10, 2009

STATE OF Florida
COUNTY OF Seminole

I HEREBY CERTIFY that, on this 10 day of July, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert J. Hyers, and ///, as Executive Vice-President and Secretary,

Waste Pro of Florida, Inc. / Seminole County
Third Amendment and Renewal Agreement
Residential Collection Services

respectively, of Waste Pro of Florida, Inc., a corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Malenie Velez
Print Name Malenie Velez
Notary Public in and for the County
and State Aforementioned
My commission expires _____



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting

County Attorney

SED/dre
07/08/09

Attachments:

- Exhibit "A" - Map/Description of Franchise Areas
- Exhibit "B" - Designated Disposal Facilities
- Exhibit "C" - Mandatory and Optional Service Levels and Rates
- Exhibit "D" - Calculation of Residential Disposal Credit
- Exhibit "E" - Schedule of Annual Reporting Requirements
- Exhibit "F" - Transition Schedule

P:\Users\Dedge\My Documents\Agt\Waste Pro Of Florida Third Amendment & Renewal.Docx

EXHIBIT "B"
DESIGNATED DISPOSAL FACILITIES

Seminole County Central Transfer Station
1950 State Road 419 Longwood, Florida 32750

The Central Transfer Station accepts Residential and Commercial Solid Waste, Yard Waste, and Recyclable Materials only.

-and-

Seminole County Osceola Road Landfill
1930 East Osceola Road
Geneva, Florida 32732

The Seminole County Landfill accepts Residential and Commercial Solid Waste, Yard Waste, Bulk Waste, and White Goods only.

EXHIBIT "C"
MANDATORY AND OPTIONAL SERVICES LEVELS AND RATES

Effective April 1, 2010, Contractor shall provide the following levels of service to each residential unit receiving that level of service. The optional services may be provided by Contractor to residential dwelling units on a subscription basis. Annually, County shall provide Contractor with a list detailing the residential dwelling units designated to receive the applicable level of service. The rates are effective April 1, 2010, subject to adjustment as provided in this Agreement. The rates are for collection only. Disposal fees are not including in the rate per month. The following collections are on a per week basis subject to the holiday provisions of the Agreement.

<u>SERVICE LEVEL CHOICES</u>	<u>RATE PER MONTH</u>
Service "1"	\$12.85
1. two (2) solid waste;	
2. one (1) recycling;	
3. one (1) yard waste;	
4. on-call white goods and bulk pickup	
Service "2"	\$12.46
1. two (2) solid waste;	
2. one (1) recycling;	
3. on-call white goods and bulk pickup	
Service "3"	\$11.70
1. one (1) solid waste;	
2. one (1) recycling;	
3. one (1) yard waste;	
4. on-call white goods and bulk pickup	
Service "4"	\$11.54
1. one (1) solid waste;	
2. one (1) recycling;	
3. on-call white goods and bulk pickup	

Mandatory Side Door Service

Physically Challenged Persons shall receive Side Door Service at no additional charge by Contractor to the residential dwelling unit or payment by County to Contractor for any of the four (4) levels of service described above and selected by the qualifying Customer.

Optional Side Door Service

Entire Neighborhood	\$14.91
Per Dwelling Unit	\$14.91

The maximum rate Contractor may charge dwelling units for Optional Side Door Services under this Agreement is \$14.91 monthly or \$178.92 annually, subject to annual CPI-U adjustments. This amount is in addition to the applicable Service Level rates paid to Contractor by County described above. Contractor shall be responsible for the billing and collection of payments for Optional Side Door Services. Contractor may charge less for Optional Side Door Services; however, Contractor shall charge no more than above maximum rates as adjusted under this Agreement.

EXHIBIT "D"
CALCULATION OF RESIDENTIAL DISPOSAL FEE CREDIT

TYPE	GENERATION FACTOR
Solid Waste	1.16 Tons
Yard Waste	0.38 Tons

Service level "1"

TYPE	GENERATION FACTOR	DISPOSAL FEE*	ANNUAL CREDIT PER UNIT
Solid Waste	1.16 Tons	x \$33.17 per ton	= \$38.48
Yard Waste	0.38 Tons	x \$33.17 per ton	= \$12.61
Service Level "1" Total Annual Credit per Unit			= \$51.09

Service level "2"

TYPE	GENERATION FACTOR	DISPOSAL FEE*	ANNUAL CREDIT PER UNIT
Solid Waste	1.16 Tons	x \$33.17 per ton	= \$38.48
Service Level "2" Total Annual Credit per Unit			= \$38.48

Service level "3"

TYPE	GENERATION FACTOR	DISPOSAL FEE*	ANNUAL CREDIT PER UNIT
Solid Waste	1.16 Tons	x \$33.17 per ton	= \$38.48
Yard Waste	0.38 Tons	x \$33.17 per ton	= \$12.61
Service Level "3" Total Annual Credit per Unit			= \$51.09

Service level "4"

TYPE	GENERATION FACTOR	DISPOSAL FEE*	ANNUAL CREDIT PER UNIT
Solid Waste	1.16 Tons	x \$33.17 per ton	= \$38.48
Service Level "4" Total Annual Credit per Unit			= \$38.48

Disposal fees may be adjusted pursuant to the County Solid Waste Rate Resolution.

EXHIBIT "E"
SCHEDULE OF ANNUAL REPORTING REQUIREMENTS
Initial Date and Annually Thereafter

Item	Deadline
County provides final assessment roll to Contractor of Dwelling Units to receive Services	April 2010
Contractor provides County list of Dwelling Units receiving Services, not on assessment roll (owner name, property address with parcel identification number)	June 2010
County determines eligibility of additional Dwelling Units	August 2010
Contractor submits Collection Equipment List to County (Year, Make, Model, Vehicle Identification Number, Fleet Number, Route Number)	February 2010
Contractor submits Office Information to County (Local and Toll-free telephone numbers, facsimile number(s), email address(es))	February 2010
Contractor submits Agent Designation to County (Agent and Backup Agent Name and contact information; Emergency/After Hours Contact	February 2010
Contractor submits Route Information and Maps to County (Route numbers, vehicles assigned to route, driver assigned to route, collection days for each collection service, number of households served, start and finish location, street sequence, start time and estimated finish time)	February 2010
Contractor submits Driver List to County (Driver's Name, Assigned Route Number)	February 2010
Contractor submits Supervisor List to County (Name and contact information, backup Supervisor and contact information)	February 2010
Contractor submits Customer Service List to County (Three names and contact information)	February 2010
Contractor submits Safety and Training Plan to County (Equipment operating, safety and customer service training, documentation all employees received training)	February 2010
Contractor submits Insurance Policy Certificates to County	February 2010
Contractor submits certified statement that all required documents are current and on file with County	February 2010

EXHIBIT "F"
TRANSITION SCHEDULE

Item	Deadline
County provides draft assessment roll to Contractor of Dwelling Units to receive Services	January, 2010
Contractor submits Collection Equipment List to County (Year, Make, Model, Vehicle Identification Number, Fleet Number, Route Number)	January, 2010
Contractor submits Office Information to County (Local and Toll-free telephone numbers, facsimile number(s), email address(es))	January, 2010
Contractor submits Agent Designation to County (Agent and Backup Agent Name and contact information; Emergency/After Hours Contact)	January, 2010
Contractor submits Route Information and Maps to County (Route numbers, vehicles assigned to route, driver assigned to route, collection days for each collection service, number of households served, start and finish location, street sequence, start time and estimated finish time)	January, 2010
Contractor submits Driver List to County (Driver's Name, Assigned Route Number)	January, 2010
Contractor submits Supervisor List to County (Name and contact information, backup Supervisor and contact information)	January, 2010
Contractor submits Customer Service List to County (Three names and contact information)	January, 2010
Contractor submits Safety and Training Plan to County (Equipment operating, safety and customer service training, documentation all employees received training)	January, 2010
Contractor submits Insurance Policy Certificates to County	January, 2010
Contractor submits Customer Notification Literature to County	January, 2010
Contractor submits Customer Notification Plan to County	January, 2010
Contractor submits certified statement that all required documents are current and on file, and routes have been run for two (2) weeks to the County	January, 2010
County submits Decals with Route Numbers to Contractor	March, 2010

Failure to meet deadlines as specified is a material default of the Agreement.