RESOLUTION NO. R-26-045

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF AMENDMENT NO. 3 TO THE AMENDED AND RESTATED SOLID WASTE FRANCHISE AGREEMENTS FOR UNINCORPORATED MANATEE COUNTY COLLECTION SERVICE AREAS 1 AND 2; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Manatee County has entered into an Amended and Restated Solid Waste Franchise Agreement for Unincorporated Manatee County Collection Service Areas 1 and 2 with Waste Pro of Florida, Inc. and Waste Management Inc. of Florida, approved by the Board of County Commissioners on May 14, 2024, for a term of eight (8) years beginning October 1, 2025; and

WHEREAS, on June 6, 2023, the Board of County Commissioners approved Amendment No. 2, providing a two (2) year temporary extension of the existing Solid Waste Franchise Agreement, which expires September 30, 2025; and

WHEREAS, on November 14, 2023, the Board directed staff to pursue a long-term extension with the current haulers based on the Draft Request for Proposals; and

WHEREAS, on February 10, 2026, the Board of County Commissioners considered a proposed Bulk Waste Pilot Program and directed staff to refine the program and return for further consideration; and

WHEREAS, Amendment No. 3 to the Amended and Restated Solid Waste Franchise Agreement incorporates Revised Exhibit B (Additional Services), Article 7, updating the Special Cleanup Programs; and

WHEREAS, the Board of County Commissioners finds it to be in the best interest of the public to authorize execution of Amendment No. 3 to implement a Bulk Waste Pilot Program and associated service levels.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA:

Section 1. The Chairman is hereby authorized to execute Amendment No. 3 to the Amended and Restated Solid Waste Franchise Agreement with Waste Pro of Florida, Inc.

Section 2. The Chairman is hereby authorized to execute Amendment No. 3 to the Amended and Restated Solid Waste Franchise Agreement with Waste Management Inc. of Florida.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

ADOPTED with a quorum present and voting this 7th day of April, 2026.

MANATEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

ATTEST: ANGELINA M. COLONNESO
Clerk of the Circuit Court

By: _____
Deputy Clerk

AMENDMENT NO. 3 TO THE AMENDED AND RESTATED SOLID WASTE AGREEMENT UNINCORPORATED MANATEE COUNTY COLLECTION SERVICE AREA 1

THIS AMENDMENT TO THE AMENDED AND RESTATED SOLID WASTE AGREEMENT UNINCORPORATED MANATEE COUNTY SERVICE AREA 1 (hereinafter referred to as "Amendment") is made as of this 7th day of April, 2026 (hereinafter Effective Date) between **MANATEE COUNTY**, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and **WASTE PRO OF FLORIDA, INC.**, a Florida corporation, whose address is 7921 15th Street East, Sarasota, FL 34243 (hereinafter the Authorized Collector).

WHEREAS, pursuant to Section 125.01, Florida Statutes, Chapter 85-457, Laws of Florida, and Chapter 2-16, Manatee County Code of Ordinances, as amended, the County is authorized to grant exclusive franchises for the collection of solid waste, recyclable materials, and yard waste within the unincorporated areas of Manatee County, Florida; and

WHEREAS, a public announcement dated May 9, 2007, was made, distributed and published by the County requesting proposals (RFP #07-0470-RC) for the selection of a contractor to provide Solid Waste, Recyclables, and Yard Waste Collection Services; and

WHEREAS, the Authorized Collector submitted a proposal dated August 31, 2007, in response to the request for proposals (RFP #07-0470-RC), and subsequently made presentations and representations which were relied upon by the County in selecting the Authorized Collector; and

WHEREAS, on April 22, 2008, the County and Authorized Collector entered into a Solid Waste Franchise Agreement for Unincorporated Manatee County Collection Service Area 1 (the "Franchise Agreement"); and

WHEREAS, the Franchise Agreement sets forth the terms and provisions of the franchise for the collection services between the County and the Authorized Collector, which became effective October 1, 2008; and

WHEREAS, on October 7, 2014, the parties hereto entered into Amendment No. 1 which extended the Franchise Agreement for a period of seven (7) years commencing October 1, 2016, and ending September 30, 2023 and amended multiple sections within the Franchise Agreement; and

WHEREAS, on June 6, 2023, the parties hereto entered into Amendment No. 2 which extended the Franchise Agreement for a period of two (2) years beginning October 1, 2023 and ending September 30, 2025 and amended multiple sections within the Franchise Agreement; and

WHEREAS, Section 6.2 of the Franchise Agreement provides that any renewal of the Franchise Agreement shall be subject to the terms and conditions mutually agreed upon by the parties, as long as the service or work in any such renewal does not exceed the scope of the original request for proposals (RFP #07-0470-RC); and

WHEREAS, on May 14, 2024, the County and Authorized Collector agreed to enter into the Agreement to amend and restate the Franchise Agreement in its entirety in order to modify the scope of services in accordance with RFP #07-0470-RC, extend the term, and modify the terms and conditions of the Franchise Agreement; and

WHEREAS, the County and Authorized Collector agree to enter into this Amendment No. 3 to incorporate Revised Exhibit B, Additional Services, Article 7 in its entirety.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the County and the Authorized Collector, each intending to be legally bound, hereby agree to the following terms and conditions.

REVISED EXHIBIT B, ADDITIONAL SERVICES, ARTICLE 7

1. Special Cleanup Programs

The Authorized Collector shall furnish an appropriate number and size of Solid Waste and Recyclables Carts and Containers to provide unlimited collection of Solid Waste, Recyclable Materials, Yard Waste and Special Waste for specific cleanup programs organized by homeowner's associations, civic associations, or other neighborhood organizations as approved and requested by the County Administrator within the Service Area. Special cleanup programs within the Service Area shall not exceed four (4) per year based upon the County's fiscal year and may include roaming and stationary services. The Authorized Collector and the County Administrator shall mutually agree on the number and location of containers for any special cleanup program. All materials collected shall be delivered to the Designated Disposal Facility(s) and Designated MRF(s), as appropriate.

1A. Bulk Waste Pilot Roaming Program

Beginning May 4, 2026, the Authorized Collector shall implement a Bulk Waste Pilot Program for Residential Customers located within the Service Area, as approved and requested by the County Administrator. The purpose of the Pilot Program is to provide residents with an opportunity to dispose of bulk waste items in a safe and cost-effective manner while allowing the County to evaluate operational feasibility, participation levels, and program costs associated with expanded bulk waste collection services.

The Bulk Waste Pilot Program is further defined to the Special Cleanup Programs described in Section 1 of this Exhibit.

Under the Bulk Waste Pilot Program, the Authorized Collector shall provide the following services:

a. Fixed Route Bulk Waste Collection

Residential Customers may place up to two (2) bulk waste items per household per month for collection on the Customer's regularly scheduled residential collection day.

Examples of acceptable bulk items include, but are not limited to:

- Furniture
- Mattresses
- Carpets or rugs
- Small household items

Appliances ("white goods") and tires may be included within the two (2) item monthly limit, but must be scheduled by appointment through the County or its designated service provider.

b. Special Appointment Bulk Waste Collection

Each Residential Customer may request one (1) bulk waste pickup per year of up to ten (10) cubic yards by appointment.

Only one (1) material type (solid waste, yard waste, or tires/white goods) will be collected per appointment.

Acceptable materials for this special appointment collection may include:

- Furniture, mattresses, carpets, and similar household bulk items
- Appliances (white goods)
- Tires
- Construction debris
- Yard waste

Materials must be placed curbside prior to 6:00 a.m. on the scheduled collection day or appointment day and must be separated by type in accordance with County program guidelines.

c. Prohibited Materials

The following materials shall not be accepted as part of the Bulk Waste Pilot Program:

- Household hazardous waste (HHW), including paint, chemicals, and solvents
- Electronics and televisions
- Medical or biological waste

d. Compensation

The Authorized Collector shall be compensated for services provided under the Bulk Waste Pilot Program as follows:

- $0.96 per Residential Customer per month for Fixed Route Bulk Waste Collection services.
- $1.04 per Residential Customer per month for the availability and provision of the annual ten (10) cubic yard Special Appointment Bulk Waste Collection service.

Collection of appliances (white goods) and tires shall be performed by appointment and compensated in accordance with the existing contract pricing established in the Franchise Agreement.

e. Transition and Grace Period

A ninety (90) day grace period shall be provided following implementation of the Bulk Waste Pilot Program to allow for operational transition and public education. During this grace period, the Authorized Collector shall make reasonable efforts to collect bulk waste items and notify Residential Customers of the proper set-out procedures and program requirements.

Revised: March 27, 2026

Implementation of the Bulk Waste Pilot Program shall be subject to the Transition Plan described in Exhibit D of the Franchise Agreement, as applicable.

Following the grace period, all services provided under the Bulk Waste Pilot Program shall be performed in accordance with the requirements of this Agreement. The Authorized Collector shall remain subject to all other applicable terms, conditions, and service standards contained within the Franchise Agreement and associated Amendments.

The Pilot Program shall remain in effect for up to twelve (12) months, unless modified or terminated earlier by the County.

2. Disposal Fees
Authorized Collector shall not be required to pay disposal fees for Solid Waste, Yard Waste, or Special Waste deposited at the Designated Disposal Facility as a result of a community service program identified in Section 1 of this Exhibit.

3. Public Outreach
Authorized Collector shall be required to participate in the County's solid waste program activities as requested including, but not limited to, public appearances in support of the County's Recycling and Solid Waste Programs, use of the County's recycling theme, colors, and logos on collection vehicles and Carts and Containers; distribution of promotional literature; participation in special events, special educational presentations, and similar activities. All literature shall be developed in coordination with the County and approved by the County Administrator.

4. Distribution of Materials
Authorized Collector shall distribute informational, promotional, and educational materials provided by the County, with each new or replacement Recyclables Cart (and potential garbage collection carts should we go automated and therefore are required) delivered to a Customer, at County's request.

5. Lump Sum Payment
Authorized Collector shall support the County's education, promotion and public awareness program by making a lump sum payment by September 1 of each year to the County of $30,000 per Service Area awarded to be used for such purposes.

6. Logos
Authorized Collector shall display, upon request, the County's recycling, waste reduction, and conservation themes and logos on signs (decal or painted) on designated vehicles used in providing Contracted Services. Lettering size shall be appropriate to the size of the sign. The cost of complying shall be considered part of Authorized Collector's annual education, promotion, and public awareness programming and shall be provided in addition to the lump sum payment. Authorized Collector must obtain pre-approval from the County Administrator prior to using the County logo on materials or messaging of any kind.

7. Emergency Response Services

The Authorized Collector shall provide emergency response services as directed by the County Administrator, which shall be performed immediately by the Authorized Collector due to the emergency nature of the service requirement and for which reasonable compensation to the Authorized Collector shall be negotiated with the County after such emergency services have been requested by the County Administrator.

During a Declared Emergency, the County may request the Authorized Collector to collect disaster debris within the Collection Service Area, or within an area specified by the County. Upon written authorization by the County Administrator, the Authorized Collector shall collect disaster debris in a specified area for a specified period of time and shall deliver such disaster debris to a location designated by the County.

The Authorized Collector will be compensated for such services according to the rate schedule in the Disaster Preparedness Plan prepared by the Authorized Collector and approved by the County as further defined in Exhibit C.4, provided the Authorized Collector's invoices are prepared in accordance with FEMA guidelines. Submitted annually by March 1st. Nothing herein shall require the County to utilize the services of the Authorized Collector to collect debris during a Declared Emergency or shall prevent the County from contracting with other parties to perform all or a portion of such work.

END OF REVISED EXHIBIT B, ADDITIONAL SERVICES, ARTICLE 7

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

WASTE PRO OF FLORIDA, INC.

By: _____

Printed Name: ROBERT A. TEN HAAF

Title: DIVISION VICE PRESIDENT

Date: 3-31-2026

APPROVED by the Board of County Commissioners of Manatee County, Florida with a quorum present and voting, on this 7th day of April, 2026.

MANATEE COUNTY, a political subdivision of the State of Florida

_____

Chairperson, Board of County Commissioners

Date: April 7, 2026

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

AMENDMENT NO. 3 TO THE AMENDED AND RESTATED SOLID WASTE AGREEMENT UNINCORPORATED MANATEE COUNTY COLLECTION SERVICE AREA 2

THIS AMENDMENT TO THE AMENDED AND RESTATED SOLID WASTE AGREEMENT UNINCORPORATED MANATEE COUNTY SERVICE AREA 2 (hereinafter referred to as "Amendment") is made as of this 7th day of April, 2026 (hereinafter Effective Date) between **MANATEE COUNTY**, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and **WASTE MANAGEMENT INC. OF FLORIDA.**, a Florida corporation, whose address is 1001 Fannin, Suite 4000, Houston, Texas 77002 (hereinafter the Authorized Collector).

WHEREAS, pursuant to Section 125.01, Florida Statutes, Chapter 85-457, Laws of Florida, and Chapter 2-16, Manatee County Code of Ordinances, as amended, the County is authorized to grant exclusive franchises for the collection of solid waste, recyclable materials, and yard waste within the unincorporated areas of Manatee County, Florida; and

WHEREAS, a public announcement dated May 9, 2007, was made, distributed and published by the County requesting proposals (RFP #07-0470-RC) for the selection of a contractor to provide Solid Waste, Recyclables, and Yard Waste Collection Services; and

WHEREAS, the Authorized Collector submitted a proposal dated August 31, 2007, in response to the request for proposals (RFP #07-0470-RC), and subsequently made presentations and representations which were relied upon by the County in selecting the Authorized Collector; and

WHEREAS, on April 22, 2008, the County and Authorized Collector entered into a Solid Waste Franchise Agreement for Unincorporated Manatee County Collection Service Area 2 (the "Franchise Agreement"); and

WHEREAS, the Franchise Agreement sets forth the terms and provisions of the franchise for the collection services between the County and the Authorized Collector, which became effective October 1, 2008; and

WHEREAS, on October 7, 2014, the parties hereto entered into Amendment No. 1 which extended the Franchise Agreement for a period of seven (7) years commencing October 1, 2016, and ending September 30, 2023 and amended multiple sections within the Franchise Agreement; and

WHEREAS, on June 6, 2023, the parties hereto entered into Amendment No. 2 which extended the Franchise Agreement for a period of two (2) years beginning October 1, 2023 and ending September 30, 2025 and amended multiple sections within the Franchise Agreement; and

WHEREAS, Section 6.2 of the Franchise Agreement provides that any renewal of the Franchise Agreement shall be subject to the terms and conditions mutually agreed upon by the parties, as long as the service or work in any such renewal does not exceed the scope of the original request for proposals (RFP #07-0470-RC); and

WHEREAS, on May 14, 2024, the County and Authorized Collector agreed to enter into this Agreement to amend and restate the Franchise Agreement in its entirety in order to modify the scope of services in accordance with RFP #07-0470-RC, extend the term, and modify the terms and conditions of the Franchise Agreement; and

WHEREAS, the County and Authorized Collector agree to enter into this Amendment No. 3 to incorporate Revised Exhibit B, Additional Services, Article 7 in its entirety.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the County and the Authorized Collector, each intending to be legally bound, hereby agree to the following terms and conditions.

REVISED EXHIBIT B, ADDITIONAL SERVICES, ARTICLE 7

1. Special Cleanup Programs
The Authorized Collector shall furnish an appropriate number and size of Solid Waste and Recyclables Carts and Containers to provide unlimited collection of Solid Waste, Recyclable Materials, Yard Waste and Special Waste for specific cleanup programs organized by homeowner's associations, civic associations, or other neighborhood organizations as approved and requested by the County Administrator within the Service Area. Special cleanup programs within the Service Area shall not exceed four (4) per year based upon the County's fiscal year and may include roaming and stationary services. The Authorized Collector and the County Administrator shall mutually agree on the number and location of containers for any special cleanup program. All materials collected shall be delivered to the Designated Disposal Facility(s) and Designated MRF(s), as appropriate. The parties agree that during the Bulk Waste Pilot Roaming Program described in Section 1A, the Contractor has no obligation to provide any special cleanup programs within the Service Area.

1A. Bulk Waste Pilot Roaming Program

Beginning May 1, 2026, the Authorized Collector shall implement a Bulk Waste Pilot Program for Residential Customers located within the Service Area, as approved and requested by the County Administrator. The purpose of the Pilot Program is to provide residents with an opportunity to dispose of bulk waste items in a safe and cost-effective manner while allowing the County to evaluate operational feasibility, participation levels, and program costs associated with expanded bulk waste collection services.

Under the Bulk Waste Pilot Program, the Authorized Collector shall provide the following services:

a. Fixed Route Bulk Waste Collection

Residential Customers may place up to two (2) bulk waste items per household per month for collection on the Customer's regularly scheduled residential collection day.

Examples of acceptable bulk items include, but are not limited to:

- Furniture
- Mattresses
- Carpets or rugs
- Small household items

Appliances ("white goods") and tires may be included within the two (2) item monthly limit, but must be scheduled by appointment through the County or its designated service provider.

b. Annual Special Appointment Bulk Waste Collection

Each Residential Customer may request one (1) bulk waste pickup per year of up to ten (10) cubic yards by appointment.

Only one (1) material type (solid waste, yard waste, or tires/white goods) will be collected per appointment.

Acceptable materials for this special appointment collection may include:

- Furniture, mattresses, carpets, and similar household bulk items
- Appliances (white goods)
- Tires
- Construction debris
- Yard waste

Materials must be placed curbside prior to 6:00 a.m. on the scheduled collection day or appointment day in accordance with County program guidelines.

c. Prohibited Materials

The following materials shall not be accepted as part of the Bulk Waste Pilot Program:

- Household hazardous waste (HHW), including paint, chemicals, batteries, and solvents
- Electronics and televisions
- Medical or biological waste

d. Compensation

The Authorized Collector shall be compensated for services provided under the Bulk Waste Pilot Program as follows:

- $0.96 per Residential Customer per month for Fixed Route Bulk Waste Collection services.
- $1.04 per Residential Customer per month for the availability and provision of the annual ten (10) cubic yard Special Appointment Bulk Waste Collection service.

Collection of appliances (white goods) and tires shall be performed by appointment and compensated at $35.00 per item, which shall apply to this Pilot Program.

e. Transition and Grace Period

A ninety (90) day grace period shall be provided following implementation of the Bulk Waste Pilot Program to allow for operational transition and public education. During this grace period, the Authorized Collector shall make reasonable efforts to collect bulk waste items and notify Residential Customers of the proper set-out procedures and program requirements.

Implementation of the Bulk Waste Pilot Program shall be subject to the Transition Plan described in Exhibit D of the Franchise Agreement, as applicable.

Following the grace period, all services provided under the Bulk Waste Pilot Program shall be performed in accordance with the requirements of this Agreement. The Authorized Collector shall remain subject to all other applicable terms, conditions, and service standards contained within the Franchise Agreement and associated Amendments.

The Pilot Program shall be in effect from May 1, 2026, to April 30, 2027. The Pilot Program may be extended by mutual written agreement of the parties.

2. Disposal Fees
Authorized Collector shall not be required to pay disposal fees for Solid Waste, Yard Waste, or Special Waste deposited at the Designated Disposal Facility as a result of a community service program identified in Section 1 of this Exhibit.

3. Public Outreach
Authorized Collector shall be required to participate in the County's solid waste program activities as requested including, but not limited to, public appearances in support of the County's Recycling and Solid Waste Programs, use of the County's recycling theme, colors, and logos on collection vehicles and Carts and Containers; distribution of promotional literature; participation in special events, special educational presentations, and similar activities. All literature shall be developed in coordination with the County and approved by the County Administrator.

4. Distribution of Materials
Authorized Collector shall distribute informational, promotional, and educational materials provided by the County, with each new or replacement Recyclables Cart (and potential garbage collection carts should we go automated and therefore are required) delivered to a Customer, at County's request.

5. Lump Sum Payment
Authorized Collector shall support the County's education, promotion and public awareness program by making a lump sum payment by September 1 of each year to the County of $30,000 per Service Area awarded to be used for such purposes.

6. Logos
Authorized Collector shall display, upon request, the County's recycling, waste reduction, and conservation themes and logos on signs (decal or painted) on designated vehicles used in providing Contracted Services. Lettering size shall be appropriate to the size of the sign. The cost of complying shall be considered part of Authorized Collector's annual education, promotion, and public awareness programming and shall be provided in addition to the lump sum payment. Authorized Collector must obtain pre-approval from the County Administrator prior to using the County logo on materials or messaging of any kind.

7. Emergency Response Services

The Authorized Collector shall provide emergency response services as directed by the County Administrator, which shall be performed immediately by the Authorized Collector due to the emergency nature of the service requirement and for which reasonable compensation to the Authorized Collector shall be negotiated with the County after such emergency services have been requested by the County Administrator.

During a Declared Emergency, the County may request the Authorized Collector to collect disaster debris within the Collection Service Area, or within an area specified by the County. Upon written authorization by the County Administrator, the Authorized Collector shall collect disaster debris in a specified area for a specified period of time and shall deliver such disaster debris to a location designated by the County.

The Authorized Collector will be compensated for such services according to the rate schedule in the Disaster Preparedness Plan prepared by the Authorized Collector and approved by the County as further defined in Exhibit C.4, provided the Authorized Collector's invoices are prepared in accordance with FEMA guidelines. Submitted annually by March 1st. Nothing herein shall require the County to utilize the services of the Authorized Collector to collect debris during a Declared Emergency or shall prevent the County from contracting with other parties to perform all or a portion of such work.

END OF REVISED EXHIBIT B, ADDITIONAL SERVICES, ARTICLE 7

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

WASTE MANAGEMENT INC. OF FLORIDA

By: David M. Myhan

Printed Name: David M. Myhan

Title: President

Date: March 31, 2026

APPROVED by the Board of County Commissioners of Manatee County, Florida with a quorum present and voting, on this 7th day of April, 2026.

MANATEE COUNTY, a political subdivision of the State of Florida

Chairperson, Board of County Commissioners

Date: April 7, 2026

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Deputy Clerk