25-18-20%

CONTRACT APPROVAL FORM CONTRACTOR INFORMATION Name: Republic Services of Florida, Limited Partnership		(Contract Management CONTRAC TRACKING N CM 2691	T
7000 Imeson Road	ncksonville F	L 32219	
Address:	City Sta		
Contractor's Administrator Name:	Title: Mu	inicipal Services Ma	inager
Tel#: <u>904-999-3033</u> Cell:		llins3@republicserv	vices.com
Contract Name: Service Agreement for Recyclable Material. Brief Description: Delivery of recyclable materials. Processing Fee \$99 per ton for per ton per ton for per ton per ten per	glass, plastic & aluminum; \$1 XNewRenev	ntract Value: Varies b 5 Environmental fee; 4.91% f w Amend#	fuel fee. WA/Task Order
If Processing an Amendment:			
Contract #: Increase Amount of Existing Contract	ract:		
New Contract Dates:toTOTAL OF			
1APPROVALS PURSUANT TO NASSAU COUN	Solid Was	te	
2. Contract Management Date	01357534	mitting Department 4-543003 ding Source/Acct #	ms 5 15/19
 Office of Management & Budget 4. County Attorney (approved as to form only) 	jon 13	.//9	
Comments:			
COUNTY MANAGER – FINAL Michael S. Mullin	SIGNATURE APPRO	WAL	rand OMP No Xor 14 Monte
RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR Original: Clerk's Services; Contractor (or Copy: Department Office of Management & Budget Contract Management Clerk Finance	iginal or certified copy		

Nassau County Board of County Commissioners Sole Source/Single Source Certification Form

Vendor Name:	Republic Services of Florida,	
	Limited Partnership	Department: Solid Waste
Address:	7000 Imeson Road	
	Jacksonville, FL 32219	Department Head Signature:
		Department Head Signature: <u>Bicky S. Ilder</u> Date: <u>5/23/2019</u>
Phone:	904-999-3033	Date: $5/23/2019^{-0}$
Contact Name:	Jason Graves	
Account:	Acct#120	Cost:

Description of Commodity:

Delivery of recyclable materials such as plastic, glass, and aluminum generated from Nassau County residents.

Check one (1) of the following two (2) choices:

Sole Source: The goods or services can be legally purchased from only one source.

Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Please check all of the following that apply:

- _____Purchase can only be obtained from original manufacturer-not available through distributors.
- Only authorized area distributor of the original manufacturer.
- _____Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- $\sqrt{1}$ This is the only known source that will meet the specialized needs of this department or perform the intended function.
- _____This source must be used to meet warranty or service maintenance requirements.
- This source is required for standardization.
- _____None of the above apply.

Comments/Explanations: (required) See a Hached email

Approval: County Manager Date

Grayson Hagins

From:Becky DidenSent:Thursday, May 23, 2019 8:03 AMTo:Grayson HaginsSubject:RE: CM2691 - Republic Services of Florida, Limited Partnership

No there was no request for quote sent out. The Republic services "murf" plant is the only facility that accepts recyclables such as plastic, glass and aluminum from Nassau County. They also accept newspaper and cardboard but those items are currently taken to Rock Tenn since we get a small amount of revenue off those items. All the Solid Waste Haulers in Nassau and Duval County utilize Republic Services as well to drop off recyclables.

Can you give an update on the status of the contract that was sent in with contract approval form?

Thank you Becky

From: Grayson Hagins
Sent: Wednesday, May 22, 2019 2:21 PM
To: Becky Diden <bdiden@nassaucountyfl.com>
Subject: FW: CM2691 - Republic Services of Florida, Limited Partnership

Hi Becky,

The new republic services contract, did you submit a request for quote or do you consider that Sole Source, since they are the only people that do that?

Grayson Hagins

Contract/Purchasing Manager Nassau County Board of County Commissioners 96135 Nassau Place, Suite 6 Yulee, FL 32097 <u>ghagins@nassaucountyfl.com</u> (904) 530-6040

From: Becky Diden
Sent: Friday, May 10, 2019 8:50 AM
To: Amber Carter <a carter@nassaucountyfl.com
Cc: Grayson Hagins ghagins@nassaucountyfl.com
Subject: RE: CM2691 - Republic Services of Florida, Limited Partnership

Its my understanding he is. Since Lynn wasn't appointed as department head.

From: Amber Carter
Sent: Friday, May 10, 2019 8:48 AM
To: Becky Diden <<u>bdiden@nassaucountyfl.com</u>>
Cc: Grayson Hagins <<u>ghagins@nassaucountyfl.com</u>>
Subject: RE: CM2691 - Republic Services of Florida, Limited Partnership

Customer: Nassau County ("Customer")		and the state of the second		
Customer Address: 46026 Landfill Road, Callahan, FL 32011		energy a construction of the sector of the sector of the construction of a sector of the		
Phone: 904-530-6702 Fax: 904-879-6323		SERVICE AGREEMENT FOR RECYCLABLE MATERIALS		
County: Nassau State: FL Zip:	32011	Materials Recycling Facility		
	Start Date: 6/1/2019	ACCOUNT NUMBER		
e-Mail <u>bdiden@nassaucountyfl.com</u>	End Date: 5/31/2020	Company		
Company: Republic Services of Florida, Limited Partnership	("Republic")	E-MAIL Dcollins3@republicservices.com		
TYPE OF MATERIAL PROCESSING FE		DELIVER TO		
(x) Single Stream Glass, Plastic & Aluminum \$99.00	Per Ton \$0 Per Ton	North FL Recycle Center - 7000 Imeson Rd., Jacksonville		
(x) Clean Newspaper, Magazines & Office Paper \$0 (x) Clean Baled Cardboard \$0	Per Ton Per Ton Per Ton Per Ton Per Ton	Southland Recycle Center - 2127 Hubbard St., Jacksonville		
	Per Ton <u>\$0</u> Per Ton Per Ton \$0 Per Ton	Southland Recycle Center – 2127 Hubbard St., Jacksonville		
() Aluminum Cans \$0 () Baled Cardboard \$0	Per Ton \$0 Per Ton	N/A		
() Other: \$	Per Ton \$ Per Ton	N/A		
() Other		0/5		
x) Environmental Rec Fee \$15 per load (x) Fuel Fee 4.91% Estimated Monthly Tonnage 6 The undersigned inglividual \$1gning this Agreement on penalt of the Customer acknowledges that he or she has read and under terms and conditions of this Agreement and that people has the authority to sign this Agreement on penalt of Customer.		he has the authority to sign this Agreement on behalf of Customer		
BY: TITLE	BY	TITLE: ANT MANACIA		
(AUTHORIZED SIGNATURE)	TERI	MS AND CONDITIONS		
COMMENTS Rate based on	2 Definitions Recyclate indefinis means an of or any of the following infrarked above. Clear OCC, Commercial OCC, Commercial Single Stream, Residential Single Stream, Residential Dual Stream and/or Other. " <u>Clean OCC</u> " means corrugated containers with a composition that contains 90% or greater of corrugated containers and no more than 10% Out-Throws or Prohibited Materials (as defined below). " <u>Commercial OCC</u> " means corrugated containers with a composition that contains between 70% and 90% corrugated containers and no more than 30% Out-Throws or Prohibited Materials. " <u>Commercial Single Stream</u> " means an inbound stream in which all paper fibers, plastics, metals, and other containers are mixed in a collection truck, instead of being sorted by the commercial location (business) into separate commodities. Commercial single stream originates exclusively from commercial business: " <u>Out Throw</u> "			
REVEW W SECTION CONTRACT APPROVAL ENTERED BY DATE means all papers that are manufactured or treated in such a form that is unsuitable for use as the grade otherwise applicable to the Recyclable Materials. "Residential Single Stream" means an inbound stream in which all paper fibers, plastics, metals, and other containers are mixed in a collection truck, instead of being sorted by the resident into separate commodities. Residential single stream originates exclusively from households. "Residential Data Stream" means an inbound stream in which all paper fibers are separate from all plastics, metals, and containers in a single collection vehicle. Residential single stream originates exclusively from households.				

SERVICE AGREEMENT FOR RECYCLABLE MATERIALS

TERMS AND CONDITIONS

3. Delivery Procedures; Operation of the MRF

(a) <u>Acceptance of Recyclable Materials</u>. Republic shall have the right in its sole discretion to reject delivery of any Recyclable Materials offered for acceptance by Customer at the MRF that do not meet the specifications under this Agreement or which is a Prohibited Material. To the extent any load of Recyclable Materials, or any type of Recyclable Material, is rejected by the recycling facility or not of the intended specifications, quality or grade. Republic shall notify Customer and Lesser specifications, quality or grade.

(b) <u>Operation of the MRF/Procedures</u>. Customer's delivery of Recyclable Materials to the MRF, which shall occur only during the MRF's posted hours, shall be governed by the procedures applicable to customers ublicing the MRF as Republic may modify such procedures from time to time. Notwithstanding anything in this Agreement to the contrary, Republic shall have the right, in its sole discretion, to close the MRF, in whole or in part, either temporarily or permanently, at any time for any reason and the delivery of Recyclable Materials shall be suspended or adjusted accordingly. Upon any such permanent closure, Republic shall have the right to terminate this Agreement.

(c) <u>Customer's Compliance with Applicable Laws</u>. Customer shall collect, transport and deliver Recyclable Matenals to the MRF in compliance with all Applicable Laws and the procedures referenced in <u>Section 3(b)</u>. <u>Applicable Laws</u> means all then applicable tederal, state and local laws, regulations, ordinances, rules, permits, licenses, and governmental orders or directives applicable to the collection, transportation, use or reuse of the Recyclable Materials or the MRF.

(d) <u>Trile to Recyclable Materials</u> Customer represents and warrants to Republic that either Customer or its customer shall hold clear title, free of all liens, claims and encumbrances, to the Recyclable Materials delivered by Customer to the MRF. Title to, and risk of loss and responsibility for, Recyclable Materials delivered to the MRF by Customer shall pass at the time such Recyclable Materials are removed from the delivery vehicle at the MRF. Title to Prohibited Material shall remain with Customer and shall never be deemed to pass to Republic.

4. <u>Term</u>. Unless sooner terminated pursuant to <u>Section 7</u>, this Agreement shall commence as of the start date indicated on the first page of this Agreement (<u>"Effective Date</u>") and shall remain in full force and effect for twelve (12) consecutive months following the Effective Date (<u>"Initial Term</u>"). Upon mutual agreement of Republic and Customer the Initial Term may be extended for one twelve (12) consecutive month term (<u>"Renewal Term</u>"). Upon expiration or termination of this Agreement, the obligations of Customer to deliver and of Republic to accept Recyclable Materials shall terminate: provided, however, that all other rights and obligations of the parties under this Agreement (including those with respect to payment and indemnification) shall survive such expiration or termination.

5. Recycling Fees

(a) <u>Fees.</u> The party designated on the first page of this Agreement shall receive the fee listed for the Recyclable Materials from the other party (the <u>'Recycling Fee</u>").

(b) <u>Payment: Deposit</u>. Republic shall transmit an itemized invoice to Customer of all Recycling Fees and other charges under this Agreement on a periodic basis as set forth on the first page of this Agreement. All invoices shall be paid within sixty (60) days after receipt of invoice.

(c) <u>Fuel Fee</u>, Fuel fee is variable and corporate adjusts the rate on the 15th of the month based on the On-Highway Diesel posted by the EIA.

6. Prohibited Material

(a) <u>Delivery of Prohibited Material</u> Customer agrees that it shall not deliver any Prohibited Materials to the MRF. If Customer delivers Recyclable Materials that contains both Recyclable Materials and Prohibited Materials, the entire delivery shall constitute Prohibited Material if the Prohibited Material cannot be separated from the Recyclable Materials through the reasonable efforts of Republic, as Customer's agent to cause such separation with the cost of such separation to be paid by Customer.

(b) <u>Weighing and Inspection of Waste by Republic</u>. Republic shall weigh all waste at the MRF and the weight so determined shall be final and conclusive on both Customer and Republic. Republic shall have the SERVICE AGREEMENT FOR RECYCLABLE MATERIALS right, but not the obligation, to inspect any of Customer's trucks to determine whether the waste delivered is Recyclable Materials or Prohibited Materials. Customer acknowledges and agrees that any failure by Republic to perform any such inspection or to detect Prohibited Material despite such inspection shall in no way relieve Customer from its obligation to deliver only Recyclable Materials or from its other obligations under this <u>Section</u>

(¢) Rejection of Prohibited Material. If Customer delivers Prohibited Material to the MRF, Republic may, in its sole discretion: (i) reject such Prohibited Material at Customer's expense; or (ii) if Republic does not discover such Prohibited Material in time to reject and reload such Prohibited Material, after giving Customer telephonic notice thereof and a reasonable opportunity to dispose of such Prohibited Material, Republic may, as Customer's agent, dispose of such Prohibited Material at a location authorized to accept such Prohibited Material in accordance with all Applicable Laws and charge Customer all direct and indirect costs incurred due to handling, delivery and disposal of such Prohibited Material, unless Customer otherwise elects to arrange for disposal of the Prohibited Material, If Customer elects to dispose of such Prohibited Material, it shall do so within such time period as Republic reasonably deems necessary or appropriate in connection with the operation of the MRF, including the preservation of the health and safety of its employees. If after electing to do so Customer does not dispose of the Prohibited Material within such time period, Republic may dispose of such Prohibited Material as Customer's agent, without further notice to Customer, and Customer shall pay the direct and indirect costs set forth above. Notwithstanding the foregoing, no notice shall be required by Republic to Customer for Republic to dispose of Prohibited Material as Customer's agent in emergency situations where in Republic's reasonable judgment a delay in such disposal could constitute a hazard to the MRF or any person on, about or near the premises.

(d) <u>Definition of Prohibited Material</u>. For the purposes of this Agreement, "<u>Prohibited Material</u>" means. (i) any material that is not Recyclable Materials: (ii) any material that by reason of its composition, characteristics or quantity is defined as a "hazardous material," "hazardous waste," "fazardous waste," "fazardous waste," "toxic substance," textremely hazardous waste, "restricted hazardous waste," "toxic substance," toxic waste," "toxic pollutant, "contaminant," "pollutant," "infectious waste," medical waste," "radioactive waste," or toxic waste," any Applicable Law; (iii) any material that may present a substancial endangement to public health or safety, may cause applicable air quality or water effluent standards to be violated by the normal operation of the MRF, or because of its size, durability or composition cannot be delivered to the MRF or has a reasonable possibility of otherwise diversely affecting the operation of the MRF.

7. Default

(a) Events of Default. Each of the following shall be an event of default by Customer under this Agreement: (i) Customer fails to pay any amount due, if any, as and when the same becomes due under this Agreement; or (ii) Customer fails to perform any other term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period thirty (30) days after written notice to Customer specifying the nature of such failure and requesting that it be remedied.

(b) <u>Remedies on Default</u> Whenever any event of default by Customer shall have occurred and be continuing. Republic shall have the following rights and remedies, which shall be in addition to any other remedies provided by Applicable Law or this Agreement: (i) upon the end of any applicable grace period in this <u>Section 7</u>. Republic shall have the option to immediately terminate this Agreement unless during such period Customer has taken remedial steps the effect of which would be to enable Customer to cure such event of default within an additional fifteen (15) day period following the expiration of such grace period, and (ii) if Customer is then in default. Republic shall have the option, without terminating this Agreement, to stop accepting Recyclable Materials delivered by Customer until such default is cured or this Agreement is terminated. If Republic stops accepting Recyclable Materials, Customer shall pay Republic a service interruption fee in an amount determined by Republic in its discretion up to the maximum amount allowed by Applicable Law.

8. <u>Responsibility of Parties</u>. Customer agrees to be responsible for costs or damages arising out of Customer's transportation to and delivery of any materials at, on or upon the MRF that is Excluded Waste or any other material not permitted for processing at the MRF, as well as any material breach of Customer's obligations under this Agreement

9. Insurance. During the term of this Agreement, Customer shall maintain the following insurance coverage's:

Statutor

Workers' Compensation: Coverage A Coverage B -- Employer's Liability

Statutory \$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease \$1,000,000

Coverage applies to all owned, non-owned, hired and leased vehicles (including trailers) and must include MCS-90 endorsement for pollution liability coverage.

Commercial General Liability: Bodily Injury/Property Damage Combined – Single Limit

Automobile Liability: Bodily Injury/Property Damage Combined – Single Limit

\$1.000,000 each occurrence \$3,000,000 general aggregate (including products/completed operations)

Customer shall deliver the Certificates of Insurance evidencing the foregoing policies to Republic before Customer delivers any waste to the MRF pursuant to this Agreement. The Certificates and the insurance policies required by this Section 9 shall contain a provision that provides that the insurance coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to Republic. The policies required by this Section 9 shall be primary and the insurance providers shall agree to waive their rights of subrogation against Republic. Notwithstanding anything contained herein, Customer does not waive any right to sovereign immunity, and the parties expressly agree that provisions of Fla. Stat. 768.28 apply to the County's obligations as set forth herein.

10. General

Force Majeure. Except for Customer's obligation to pay the Recycling Fee and all Tax/Host (a) Fees/Charges, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, labor disputes, riots, terrorist acts, compliance with or changes in Applicable Law, fires, the loss, suspension, revocation or non-renewal of any permit, license or approval with respect to MRF and/or acts of God ("Force Majeure"). Any failure or delay in performance because of a Force Maleure event shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance during the term of such event and for a reasonable time thereafter.

(b) Independent Contractor. Customer and Republic shall perform their obligations under this Agreement as independent contractors. Neither party nor any of its employees, agents or subcontractors shall be, purport to be, or be deemed. The agent of the other party.

Assignment, Binding Effect. Customer may not assign this Agreement without Republic's prior written consent, which Republic may grant or withhold in its sole discretion. Republic may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Republic shall release Republic from any liability under this Agreement from and after the date

of the assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees

Enlire Agreement. This Agreement supersedes all prior agreements, written or oral, with respect to (d) the subject matter of this Agreement. Only a written instrument signed by both parties hereto may modify this Anreement

(e) Severability. If any provision of this Agreement is held to be invalid or uneoforceable for any reason, the remaining provisions hereof shall continue in full force and effect without being impaired or invalidated in any way. The parties agree to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

Waiver. No delay or omission by a party in exercising any right under this Agreement shall operate (ħ as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

Governing Law. This Agreement shall be governed by and construed in accordance with the (m) internal laws of the state in which the MRF is located, without giving effect to any choice or conflict of law provision or rule (whether of the state in which the MRF is located or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state in which the MRF is located.

Waiver of Jury Trial; Attorneys' Fees. By execution and delivery of this Agreement, each of the (h)parties knowingly, voluntarily and irrevocably; (i) waives any right to that by jury; and (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attomeys' fees and other costs (including litigation related costs and expert witness fees) leading up to and incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

Captions. The captions contained in this Agreement are for convenience and reference only and in 6) no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement.

Counterparts: Third Party Beneficiaries. This Agreement may be executed in two or more original, (i) facsimile or pdf counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. This Agreement is intended to be solely for the benefit of the parties hereto and their successors and permitted assignees and is not intended to and shall not confer any rights or benefits on any other third party not a signatory hereto, except as provided in Section 8 of, or expressly provided in, this Agreement

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of Custome

CUSTOMER SIGNATURE

SERVICE AGREEMENT FOR RECYCLABLE MATERIALS

CERTIFICATE OF COVERAGE					
Certificate Holder			Service Company Issue Date 5/1/19		
Republic Services North Florida 7000 Imeson Road Jacksonville, FL 32219		Florida	Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065		
THIS IS TO C	COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.				
COVERAG	GE PROVIDED BY:	FLORIDA ASSOCIATION	OF COUNTIES TRUST		
AGREEM	IENT NUMBER: FACT 9012	COVERAGE PERIOD: FROM 10/1/18	COVERAGE PERIOD: TO 10/1/19 12:01 AM STANDARD TIME		
TYPE OF	COVERAGE - LIABILITY	- III			
General L	Liability		Automobile Liability		
Persu Error Med Civil Law Undu Florie Florie Limit: \$1,000 Emp Dedu Emp Dedu Florie Emp Limit:	hprehensive General Liability, B sonal Injury and Advertising Inju- rs and Omissions Liability lical Attendants'/Medical Directo Rights Liability Enforcement Liability erground, Explosion & Collapse ida Claims Bill Endorsement fuctible \$25,000 so of Liability No,000 Per Occurrence/\$3,000,000 sloyment Practices Liability fuctible \$25,000 sloyee Benefits Program Admin fuctible \$5,000 ida Claims Bill Endorsement	ury ors' Malpractice Liability e Hazard 00 Aggregate istration Liability	 All owned Autos (Private Passenger) All owned Autos (Other than Private Passenger) Hired Autos Non-Owned Autos Florida Claims Bill Endorsement Deductible \$1,000 Limits of Liability \$1,000,000 Per Occurrence 		
\$1,000,000 Per Occurrence/\$2,000,000 Aggregate Description of Operations/Locations/Vehicles/Special Items					
Re: Coverage Verification – Recycle Center Renewal Contract 6/1/19 - 5/31/20					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.					
DESIGNATE	ED MEMBER NASSAU COUNTY BOA COMMISSIONERS 96135 NASSAU PLACE S YULEE FL 32097	RD OF COUNTY	CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, TS AGENTS OR REPRESENTATIVES. CALL MANAGEMENT OF ANY KIND UPON THE PROGRAM, TO ADD THE STATION OF THE CERTIFICATE HOLDER AND COMPANY WILL ENDEAVOR TO MAIL 45 DAYS AUTHORIZED REPRESENTATIVE		