



# District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/ 794-2000

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

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## Department of Purchasing

Kendra Goodman, CPPO, CPPB, Purchasing Agent

813/ 794-2221 Fax: 813/ 794-2111


727/ 774-2221 TDD: 813/ 794-2484

352/ 524-2221 e-mail: [kgoodman@pasco.k12.fl.us](mailto:kgoodman@pasco.k12.fl.us)

July 26, 2011

## MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Bid # 10-023-DR: Garbage Services  
Central Carting Disposal Merging with Choice Environmental Services of Central Florida, Incorporated

On December 16, 2008, official action was taken to award the above-mentioned three-year bid to Central Carting Disposal. On June 3, 2011, Central Carting Disposal transferred, sold, assigned and conveyed all of its assets to Choice Environmental Service, Incorporated. Choice Environmental Services of Central Florida, Incorporated has agreed to honor the terms and conditions of Bid # 10-023-DR: Garbage Services for the remainder of the third year of our contract, July 26, 2011 through December 31, 2011 (see attached).

Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

KDG/dr

Attachments

Date/Time: July 19, 2011 10:38:00



July 13, 2011

Choice Environmental of Central Florida, Inc.  
PO Box 1947  
Dade City, FL 33526  
352-583-4204

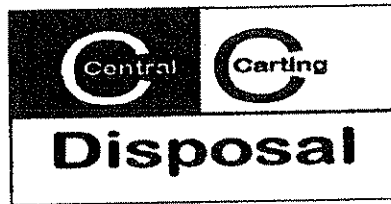
District School Board of Pasco County  
Conservation and Recycling Operations  
Attn: Karen Bryant  
11815 Treebreeze Drive  
New Port Richey, FL 34654  
727-774-7936

Ms. Karen Bryant:

Per your request, I am sending you this letter to let you know that Choice Environmental will honor all terms and conditions relating to Bid #10-023-DR for the term dates July 26, 2011 through December 31, 2011.

Sincerely,

Jim Wheatley  
SW & Central FL Sales and Marketing Manager



20719 HIGHWAY 301  
DADE CITY, FL 33523  
352-583-4204

June 17, 2011

**VIA HAND DELIVERY**

District School Board of Pasco County  
Attn: Kathy Ross  
20430 Gator Lane  
Land O Lakes, FL 34638

Re: Notice of Sale of Central Carting Disposal, Inc., and, CCI Hauling, Inc. ("Central Carting") to Choice Environmental Services, Inc. ("Choice")

Dear Ms. Ross:

This letter is intended to notify you that as of June 3, 2011, Central Carting Disposal, Inc., and, CCI Hauling, Inc. transferred, sold, assigned, and conveyed all of its assets to Choice Environmental Services, Inc.

You should also be aware that Choice is owned by Swisher Hygiene Inc. Swisher is a publicly traded company listed on the NASDAQ and the Toronto Stock Exchanges (NSADAQ:SWSH, TSX: SWI), and benefits from the involvement of waste industry legend, H. Wayne Huizenga and Steve Berrard.

We request an assignment of the contract Central Carting has with the District School Board of Pasco County (the "School Board") to Choice and its local operating subsidiary, Choice Environmental Services of Central Florida, Inc. and in support of that request we attach a copy of the Assignment and Assumption Agreements between Central Carting and Choice and CCI Hauling, Inc. and Choice, whereby Choice agrees to assume all duties and obligations of Central Carting and CCI Hauling, Inc. respectively with regard to the contract with the School Board. We are confident that Choice and its local operating subsidiary Choice Environmental Services of Central Florida, Inc. will continue to provide you with the same high level of service you have grown accustomed to over the life of your relationship with Central Carting.

Choice will continue to comply with the terms and conditions of our agreement with the School Board and now, with the public company behind it, and the additional financial resources, expertise and other capabilities available attendant to that fact we expect Choice to improve on our already great service. The management team and employees of Central Carting are continuing on with Choice Environmental Services of Central Florida, Inc., and thus you will continue to deal with the same great team of professionals going forward.

District School Board of Pasco County  
Attn: Kathy Ross  
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In accordance with Central Carting's agreement with the School Board, please accept this as written notice of the sale and the request for the assignment of the contract to Choice Environmental Services of Central Florida, Inc.

Please contact me at your earliest convenience to discuss what additional information, if any, you will need to grant the approval required under our agreement with the School Board.

I look forward to hearing from you.

Respectfully Submitted,



Angelo Verrelli  
President  
Central Carting Disposal, Inc.  
CCI Hauling, Inc.

**EXHIBIT C**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This AGREEMENT made and effective as of the <sup>3<sup>rd</sup></sup> day of June, 2011, by and between Central Carting Disposal, Inc. ("Central") and Choice Environmental Services, Inc. ("Choice").

WHEREAS, as part of the sale of certain assets pursuant to a certain Asset Purchase Agreement dated June 3, 2011 between them among others, Central and Choice are desirous of Central assigning all of its right, title and interest in and to the certain agreement(s) as set forth on Exhibit "A" attached hereto and made a part hereof, to Choice, subject to the approval of said assignment(s) by the other parties to the agreement(s) set forth on Exhibit A where required. Choice is to assume all of Central's duties and obligations relating to future performance of the agreement(s).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Central hereby assigns and transfers to Choice all of its rights, title and interest in and to the agreement(s) set forth on Exhibit A.

2. Choice hereby assumes all duties and obligations of Central, relating to future performance under the agreement(s) set forth on Exhibit A and agrees to discharge and perform such duties and obligations.

3. This Assignment and Assumption Agreement shall be binding upon the parties, and their respective heirs, successors and permitted assigns.

4. Central and Choice understand and acknowledge that the assignment(s) contemplated by this Assignment and Assumption Agreement is of no force and effect unless and until the assignment(s) of the agreement(s) set forth on Exhibit A is/are approved and authorized by the other parties to the agreement(s), if and where required.

5. It is the intent of the parties hereto that all questions with respect to the construction of this Agreement and the rights and liabilities of Central and Choice hereunder shall be determined in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws thereof that would call for the application of the substantive law of any jurisdiction other than the State of Florida.

6. This Agreement may be executed in multiple executed counterparts, each of which will be deemed an original and will bind the signatory, but all of which together will constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.


[Signature page follows]

IN WITNESS WHEREOF, This Assignment and Assumption Agreement has been executed as of the date and year first written above.

Witness

  
\_\_\_\_\_

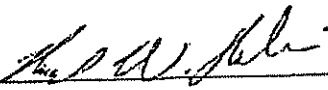
CENTRAL CARTING DISPOSAL, INC.

By:   
Angelo Verfelli, President

Witness

  
\_\_\_\_\_

CHOICE ENVIRONMENTAL SERVICES,  
INC.

By:   
Title: *EVP*

**Schedule 1.1(d)**  
**Assumed Contracts**

1. City of Dade City, Florida franchise agreement.
2. City of Center Hill, Florida contract.
3. City of Webster, Florida contract.
4. City of San Antonio, Florida contract.
5. Town of St. Leo, Florida contract.
6. School Board of Pasco County, Florida contract.
7. School Board of Hernando County, Florida, contract.
8. Hernando County, Florida Parks contract.