

39. Local Office. Franchisee shall maintain a local office and a published local telephone number in Lowndes County which shall be open for business at all times between the hours of at least 8:00 a.m. and 5:00 p.m. of each business day, excepting Saturday, Sunday, and holidays observed by Lowndes County. Such local office shall be staffed by a sufficient number of trained employees to efficiently and timely handle the volume of transactions, inquiries, complaints, and other business at such local office, and who shall be available at such office and telephone number for subscribers, other County citizens, and the County's employees, representatives, and agents, to discuss or refer any complaint, inquiry, billing or payment issue, or initiation, modification, or termination of a subscriber's service, or to otherwise communicate and transact business regarding Franchisee's residential solid waste collection services. In doing so, Franchisee shall maintain a subscriber service system reasonably equipped, staffed, and designed to promptly and courteously resolve disputes with or complaints by its subscribers. Franchisee shall provide to each of its subscribers and to the County a written policy specifying the terms, conditions, and fees for each and every service provided its subscribers. Such policies shall be subject to and not conflict with the provisions of this Franchise and the Solid Waste Ordinance.

40. Complaints. All subscriber complaints about residential solid waste collection services provided by Franchisee shall be made directly to the Franchisee, which shall give prompt and courteous attention and follow up to each complaint. In the case of alleged missed scheduled collection, Franchisee shall investigate and, if such allegations are confirmed, shall arrange for the collection of the residential solid waste not collected within two (2) business days after the complaint is received.

41. Compliance with Solid Waste Ordinance and Other Applicable Laws. Franchisee shall operate and provide its residential solid waste collection services and any and all of its activities arising from or related to such services strictly in accordance with the conditions, terms, provisions, requirements, and obligations of this Franchise, the Solid Waste Ordinance, other applicable ordinances of the County, and all other applicable federal and state statutes, rules, and regulations.

42. Order of Precedence. In case of conflict between the terms of this Franchise and any of the following, the order of precedence shall be (a) applicable federal statutes, rules, and regulations, (b) applicable state statutes, rules and regulations, (c) the Solid Waste Ordinance, (d) other ordinances of Lowndes County, (e) this Franchise.

43. Georgia Illegal Immigration Legislation. This Franchise is and shall be conditioned upon Franchisee's having provided to the County prior to issuance of this Franchise (a) evidence required by OCGA § 36-60-6 that Franchisee is authorized to use the Federal Work Authorization Program (or evidence that it is not required by OCGA § 36-60-6 to provide such evidence) and (b) evidence pursuant to OCGA § 50-36-1 that Franchisee is lawfully present in the United States. Franchisee shall utilize the Federal Work Authorization Program as required by OCGA § 36-60-6.

44. Independent Status; No Agency. Franchisee shall be, and is, an independent operator, and is not an agent, contractor, or employee of the County and is operating its residential solid waste collection service and business in its own manner and method subject to the overall requirements