

WASTE MANAGEMENT INC. of FLORIDA

ENVIRONMENTAL SERVICES DEPARTMENT
SOLID WASTE MANAGEMENT DIVISION



Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate

LET IT BE KNOWN, the holder of this Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, State and Federal regulations that apply to the proper collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all of the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate.

Company Name: Waste Management Inc. of Florida

Street Address: 3510 Rio Vista Ave

City, State & Zip: Orlando, FL 32805

Type of Operation: Commercial Hauler

This Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate is valid from October 1, 2023 through September 30, 2024 and is applicable to the named company Container Rental for the collection of Commercial Collection Service in the unincorporated County only.

ATTEST:

Board of County Commissioners
Seminole County, Florida

Grant Maloy

Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: Jay Zembower, Chairman

Date: _____

As authorized for execution by the Board of County Commissioners at their _____, 20 __, regular meeting.



Exhibit "C"
Seminole County
Non-Exclusive Commercial Franchise Holder
Application/Annual Renewal and Update Form

Waste Management Inc. of Florida

Contractor (as listed with Florida Department of State Division of Corporations)

October 1, 2023 - September 30, 2024

Years of Service

The following items are required to process the *Application/Annual Renewal and Update Form*. Complete all items below, and attach additional sheets if necessary.

Date: April 30, 2024

Company Name: Waste Management Inc. of Florida

Company Address: 3510 Rio Vista Ave.

City, State, and Zip Code: Orlando, FL 32805

Designated Agent Name: David M. Myhan, President

Local Telephone Number: 407-650-8663

Fax Number: 866-526-6972

Email Address: djeffers@wm.com

The Contractor shall provide the County with the following: (upon completion)

1. Completed, Signed, and Notarized Form – Exhibit "C"
2. Vehicle Equipment List – include the following information for each truck: (Year, Make, Model, Vehicle Type, License Tag Number, Vehicle ID Number).
3. Collection Equipment List – include the following information for each container: (Type, Size, and Identification Number).
4. Certificate of Insurance

A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate Resolution must be submitted with this form.

5. Application/Annual Renewal fee (\$100.00)
6. Per Vehicle Fee (\$20.00) – Decals will be issued for each vehicle: (Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County).

Statement of Certification:

I certified that Waste Management Inc. of Florida will abide by the terms and conditions of the Agreement.

David M. Myhan, President

Designated Agent – Print Name

David M. Myhan

April 30, 2024

Designated Agent Signature

Date

State of Florida

County
of Palm Beach

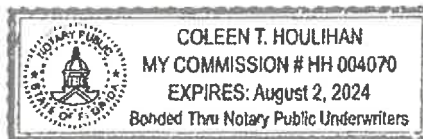
Acknowledged this 30 day of April Month, 20 24

Coleen T. Houlihan

Signature of Notary Public, State of Florida

- Personally Known to Me
 Produced Identification

Notary Seal



**AFFIDAVIT OF CORPORATE
IDENTITY/AUTHORITY**

STATE OF Florida
COUNTY OF Palm Beach

**COMES NOW, David M. Myhan, being first duly sworn,
who deposes and says:**

(1) That he/she is the President, an officer
of Waste Management Inc. of Florida corporation existing
under the laws of the State of Florida;

(2) That he/she is authorized to execute the Non-Exclusive Franchise
Agreement on behalf of the above named corporation; and

(3) That this Affidavit is made to induce Seminole County to issue a
Non-Exclusive Franchise Agreement for commercial solid waste collection
services to the above-named corporation.

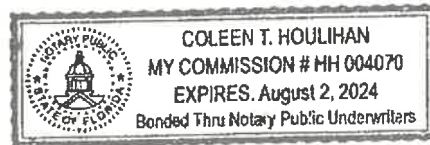
FURTHER AFFIANT SAYETH NAUGHT

David M. Myhan
David M. Myhan, President, Affiant

The following Affidavit was signed, acknowledged and sworn to by _____
David M. Myhan before me this 30 day of April, 2024

Coleen T. Houlihan
Notary Public, State of Florida

My commission expires: _____



**NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE**

THIS AGREEMENT is made and entered into between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**” (subsequent references in this Agreement to “Seminole County” in upper and lower case mean the geographic area of **COUNTY**) and **WASTE MANAGEMENT INC. OF FLORIDA**, a Florida corporation, whose address is 3510 Rio Vista Drive, Orlando, Florida 32555, in this Agreement referred to as “**CONTRACTOR.**”

W I T N E S S E T H:

WHEREAS, **CONTRACTOR** collects and transports Commercial Solid Waste generated in areas of unincorporated Seminole County; and

WHEREAS, **COUNTY** desires to ensure that such activities are performed by a competent and qualified contractor in accordance with applicable federal, state, and local laws and consistent with the public interest; and

WHEREAS, **CONTRACTOR** is competent and qualified to provide Commercial Solid Waste Collection Services and desires to provide its collection and transporting services within unincorporated Seminole County according to the terms and conditions stated in this Agreement,

NOW THEREFORE, for and in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, the parties agree as follows:

Section 1. Definitions. The following definitions apply to this Agreement:

(a) “**Agreement**” means this Non-Exclusive Franchise Agreement and all written amendments to it.

(b) **“Biological Waste”** means waste that causes or has the capacity of causing disease or infection and includes, but is not limited to, biohazardous waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals, or as may be further defined by regulation of either the Florida Department of Health or the Florida Department of Environmental Protection.

(c) **“Biomedical Waste”** means any solid or liquid waste which may present a threat of infection to humans, including nonliquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. “Biomedical Waste” also includes the following:

(1) Used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; and absorbent materials saturated with blood or blood products that have dried.

(2) Non-absorbent, disposable devices that have been contaminated with blood, body fluids or, secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.

(d) **“Bulky Waste”** means any non-vegetative tangible item such as furniture, mattresses, grills, lawn equipment, furnaces, bicycles (excluding motorized vehicles and motors such as but not limited to cars, trucks, motorcycles, and boat motors), or similar items not having a useful purpose to the owner or abandoned by the owner and having a large size or weight that precludes disposal by normal methods.

(e) **“Collection”** means the process whereby Commercial Solid Waste is removed from the location where it is generated and transported to a COUNTY Designated Disposal Facility.

(f) **“Commercial Container”** means any open top or compactor roll-off box that is used to collect Commercial Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically or manually dumped into a loader-packer type truck.

(g) **“Commercial Solid Waste”** means Garbage, Bulky Waste, Trash, or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at commercial businesses including, but not limited to, stores, offices, restaurants, warehouses, governmental and institutional office buildings, agricultural operations, industrial and manufacturing facilities, hotels, motels, condominiums, apartments, other buildings, and parcels of property that have more than four (4) Residential Units under one roof, and other sites that do not generate Residential Solid Waste. Commercial Solid Waste does not include any material that is Special Waste or Recovered Materials.

(h) **“Commercial Solid Waste Collection Service”** means the collection and disposal, or recycling, of waste generated by a commercial property, which service CONTRACTOR provides for a fee.

(i) **“Construction and Demolition Debris”** (abbreviated in this Agreement as **“C&D”**) means materials generally considered to be non-water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Combining waste other than C&D with C&D will cause the combined waste to be classified as other than C&D.

(j) **“Contract Administrator”** means COUNTY’s Environmental Services Director or his or her designee with the authority to administer and monitor the provision of services under this Agreement.

(k) **“Customer”** means a person in unincorporated Seminole County that obtains Commercial Solid Waste Collection Service from CONTRACTOR.

(l) **“Designated Disposal Facility”** means the management facility designated by COUNTY for receiving Commercial Solid Waste in accordance with this Agreement.

(m) **“Garbage”** means all kitchen and table food waste, animal waste, or vegetative waste, waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials. Garbage does not include any material that falls within the definition of Special Waste.

(n) **“Garbage Cart”** means any commonly available Solid Waste receptacle made of light gauge steel, plastic, or other non-absorbent material which is closed at one end and open at the other, furnished with a closely fitted top or lid and one or more handles, and has a capacity of at least 64 gallons.

(o) **“Hazardous Waste”** means waste or a combination of wastes, which, because of its quantity, concentration, physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated or otherwise managed. Hazardous Waste is regulated by the State of Florida, Department of Environmental Protection pursuant to Chapter 62-730, Florida Administrative Code.

(p) **“Industrial Solid Waste”** means Solid Waste generated by manufacturing or industrial processes that is not a Hazardous Waste. Industrial Solid Waste may include, but is not limited to, waste resulting from the following manufacturing processes or products: electric power generation; fertilizer or agricultural chemicals; food and related products or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

(q) **“Person”** means a natural or artificial person, including but not limited to, an individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.

(r) **“Recovered Materials”** means materials, including but not limited to metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but this term does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.

(s) **“Recyclable Material”** means materials that are capable of being recycled and that would otherwise be processed or disposed of as Solid Waste. Examples include; newspaper, corrugated cardboard, other fiber, aluminum cans, steel cans, bottles, plastic items, and other containers.

(t) **“Residential Solid Waste”** means Solid Waste originating from residential property occupied by four (4) or fewer Residential Units under one roof per parcel of land.

(u) **“Residential Unit”** means a structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

(v) **“Service Area”** means the unincorporated area of Seminole County, as set forth in Exhibit “A,” attached to and incorporated in this Agreement by reference, for which CONTRACTOR has executed this Agreement to provide Services.

(w) **“Source Separated”** means Recovered Materials that are separated from Solid Waste where the recovered materials and Solid Waste are generated. The separation of various types of recovered materials from each other is not required and de minimus Solid Waste, in accordance with industry standards and practices, may be included in the recovered materials. Materials are not considered Source Separated if such materials contain more than ten percent (10%) Solid Waste by volume or weight.

(x) **“Solid Waste”** means Garbage, rubbish, Yard Waste, White Goods, and furniture.

(y) **“Special Waste”** means wastes that require extraordinary management, including, but not limited to, automobiles or automobile parts, boat or boat parts, internal combustion engines, non-automobile tires, used oil, paint, sludge, dead animals, agricultural and Industrial Solid Waste, septic tank pumping, Biomedical Waste, Biological Waste, liquid waste, waste tires, lead acid batteries, C&D, ash residue, and Yard Waste.

(z) **“Trash”** means accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment, and utensils. Trash does not include Garbage or Yard Waste.

(aa) **“Uncontrollable Forces”** mean any event which results in the prevention or delay of performance by a party of its obligation under this Agreement that is beyond the reasonable control of the non-performing party. This term includes, but is not limited to, fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, and sabotage by a third party.

(bb) **“White Goods”** means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar large, domestic appliances.

(cc) **“Yard Waste”** means all accumulations of vegetative matter from yard and landscaping maintenance including, but not limited to, leaves, grass, or shrubbery cuttings, and other refuse attendant to the care of lawns, shrubbery, vines, trees, and tree limbs.

Section 2. Term. The term of this Agreement commences on the Effective Date of this Agreement and continues through September 30, 2024. This Agreement may be subsequently renewed at COUNTY’s option for successive periods not to exceed one (1) year each, unless earlier terminated as provided in this Agreement, but this Agreement may not be extended by renewal beyond September 30, 2034.

Section 3. Commencement of Services. The services provided by CONTRACTOR under this Agreement will commence on the Effective Date of this Agreement.

Section 4. Services Provided by CONTRACTOR. CONTRACTOR is hereby granted a non-exclusive franchise to provide Commercial Solid Waste Collection Services, as this term is defined in this Agreement, to the Service Area as described in Exhibit “A.”

(a) Commercial Solid Waste Collection Services. CONTRACTOR shall provide Commercial Collection Services in the Service Area in a manner ensuring that a public nuisance is not created and that the public health, safety, and welfare is protected. CONTRACTOR, at its

discretion, may offer services to the Customer beyond the description of services in this Section 4 and in the other applicable Sections of this Agreement.

(1) Commercial Solid Waste Collection Service must be scheduled for a minimum of once a week between the hours of 6:00 a.m. and 8:00 p.m. The hours of collection may be extended due to extraordinary circumstances or conditions with prior consent from the Contract Administrator. Solid waste generated or produced in unincorporated Seminole County must be transported to and disposed of at a COUNTY Designated Disposal Facility as set forth in the list of Designated Facilities attached to and incorporated in this Agreement as Exhibit "B."

(2) Subject to other provisions of this Agreement, the size and number of the Containers or Garbage Carts and the frequency of Collection provided by CONTRACTOR will be determined by the Customer and CONTRACTOR. CONTRACTOR shall ensure that the size and number of the Containers or Garbage Carts and the frequency of the Collection service are sufficient so that Commercial Solid Waste is not placed or stored outside the Containers or Carts.

(3) CONTRACTOR shall use mechanical Containers where providing Commercial Solid Waste Collection Service. However, CONTRACTOR may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of Solid Waste or the Customer requests the use of Garbage Carts. Containers or Garbage Carts used for Recycling Collection must be clearly labeled for identification, education, and enforcement purposes. The Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, if the Contract Administrator determines that such action is necessary for compliance with this Agreement or to protect the public health, safety, or welfare.

(4) CONTRACTOR shall thoroughly empty all Containers or Garbage Carts. CONTRACTOR shall not combine Solid Waste with Yard Waste or Recyclable Material.

(b) Commercial Recycling Collection Services. CONTRACTOR shall exercise best efforts to provide recycling services to its Customers, except those Customers who currently receive recycling services from another franchisee, a COUNTY Non-Exclusive Franchise Agreement, or a holder of a COUNTY Certificate of Public Convenience and Necessity.

(c) Commercial Yard Waste Collection Services. CONTRACTOR shall collect Yard Waste separately from other types of Commercial Solid Waste.

(d) Contractor acknowledges that Sections 258.3 through 258.6 of the Seminole County Code require commercial refuse containers within Urban Bear Management Areas to be bear resistant. As such, Contractor understands this requirement applies to any type of refuse container used for commercial collection services within Urban Bear Management Areas.

Section 5. Other Waste Services. CONTRACTOR is not required to collect and dispose of biohazardous Waste, biological Waste, Biomedical Waste, Hazardous Waste or Special Waste (except Yard Waste); however, CONTRACTOR may offer these Services in its Service Area. Collection and disposal of the wastes identified in this Section 5 are not regulated under this Agreement. If CONTRACTOR provides these services, CONTRACTOR shall strictly comply with all applicable federal, state, and local laws and regulations.

Section 6. CONTRACTOR's Rates, Billing Collection and Method of Collection.

(a) CONTRACTOR is solely responsible for the billing and collection of Commercial Solid Waste Collection Service rates to the Customer. CONTRACTOR shall solely bill and collect for Services at a rate to be agreed upon between CONTRACTOR and the Customer.

(b) CONTRACTOR, at its discretion, may terminate any Services for Customers failing to pay for Services.

Section 7. Tipping Fees. Subject to the provisions in this Agreement, CONTRACTOR shall pay to COUNTY the tipping fee, if any, in effect at the time of disposal, for each ton of Commercial Solid Waste that CONTRACTOR delivers to the Designated Facility.

Section 8. Certification and Renewal Fees. CONTRACTOR shall initially and annually submit a Seminole County Non-Exclusive Franchise Holder Application/Annual Renewal and Update Form, attached to and incorporated in this Agreement as Exhibit "C," for the collection of Commercial Solid Waste. This form must be submitted annually on or before each September 30 following the date of execution of the Agreement. COUNTY, by duly adopted resolution, may amend the application and vehicle fees.

Section 9. Default and Termination of Agreement.

(a) COUNTY may terminate this Agreement by providing CONTRACTOR thirty (30) days written notice upon the occurrence of any of the following:

(1) CONTRACTOR has defaulted, whether such default is considered minor or material, by: (i) failing or refusing to perform or observe the terms, conditions, or covenants in this Agreement or any of the rules and regulations promulgated by COUNTY under this Agreement; or (ii) by wrongfully failing or refusing to comply with the instructions of the Contract Administrator relative to this Agreement. In the event of such default, CONTRACTOR will have thirty (30) days from receipt of written notice from COUNTY to cure such default or this Agreement will be terminated. If by reason of the nature of such default, the default cannot be remedied within thirty (30) days following receipt by CONTRACTOR of written demand from the Contract Administrator to do so, CONTRACTOR must at a minimum commence the remedy

of such default within thirty (30) days following COUNTY's written notice and continue diligently to cure the default or this Agreement will be terminated. CONTRACTOR will have the burden of proof to demonstrate that the default cannot be cured within thirty (30) days, that CONTRACTOR is proceeding with diligence to cure the default, and that the default will be cured within a reasonable period of time.

(2) CONTRACTOR takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or any other law or statute of the United States or any if its states, or consents to the appointment of a receiver trustee or liquidator of all or substantially all of CONTRACTOR's assets.

(3) By order or decree of a Court, CONTRACTOR is adjudged bankrupt or an order is made approving a petition filed by any of CONTRACTOR's creditors or stockholders seeking CONTRACTOR's reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or any law or statute of the United States or of any of its states, provided that if any such judgment or order is stayed or vacated within sixty (60) days after entry, any notice of termination will become null, void, and of no effect, unless such stayed judgment or order is reinstated, in which case the default and termination will be deemed immediate.

(4) By or pursuant to or under authority of any legislative act, resolution, or rule or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator takes possession or control of all or substantially all of the assets of CONTRACTOR and such possession or control continues in effect for a period of at least sixty (60) days.

(b) Conditions beyond the control of CONTRACTOR are not conditions of default, including riots, acts of God, war, governmental laws, regulations, or restrictions.

Section 10. Designated Disposal Facilities Calculation. For any year during the Agreement, if CONTRACTOR collects or receives Commercial Solid Waste generated or produced in the Service Area, but CONTRACTOR fails to deliver the Commercial Solid Waste to the Designated Disposal Facility, as required in this Agreement, then CONTRACTOR shall: (a) pay COUNTY for the shortfall in tonnage; or (b) demonstrate that the shortfall in tonnage resulted from changes to CONTRACTOR's business in the Service Area. The following formula will be used to calculate the amount to be paid COUNTY for the shortfall in tonnage:

$$2 \times (TT-AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of Commercial Solid Waste that should have been delivered to the Designated Facility during the year, (AD) is the amount of Commercial Solid Waste that CONTRACTOR delivered to the Designated Disposal Facility during the year, (TF) is the average tipping fee that COUNTY charged during the year for the disposal of Solid Waste at the Designated Disposal Facility, and (AO) is the amount due from CONTRACTOR to COUNTY. The average tipping fee (TF) for the year will be determined by: (a) identifying the tipping fee for Solid Waste in effect at the Designated Disposal Facility on the first day of each month during the preceding calendar year; (b) adding these twelve (12) monthly values; and (c) dividing the result by twelve (12). The amount owed COUNTY will be two (2) times the value of the waste delivery shortfall calculation.

Section 11. Collection Equipment.

(a) CONTRACTOR shall provide collection equipment, at all times, in good working condition, meeting industry standards, and sufficient to permit CONTRACTOR to efficiently and

safely perform the Services specified in this Agreement. Upon execution of this Agreement and annually thereafter, CONTRACTOR shall provide to COUNTY and maintain a list of the equipment assigned by CONTRACTOR to provide Services under this Agreement. The list must include the year, make, model, vehicle type, license tag number, and fleet identification number for each vehicle. All trucks and auxiliary equipment must be regularly maintained in a manner necessary to prevent discharge of collected material, automotive fluids, and hydraulic fluids into the environment. The collection equipment list must include all Containers and Garbage Carts used in the Service Area, listing the type and size of container and the identification number (if any) for each Container or Garbage Cart.

(b) CONTRACTOR shall have sufficient equipment available to ensure that CONTRACTOR can adequately and efficiently perform the duties specified in this Agreement at all times. CONTRACTOR shall have available sufficient reserve equipment that can be put into service within twelve (12) hours of any breakdown or malfunction of CONTRACTOR's primary equipment. Such reserve equipment must correspond in size and capacity to the equipment CONTRACTOR primarily uses to perform its contractual duties.

(c) Equipment Markings. Equipment must be maintained in a safe working condition and must prominently display the name and telephone number of CONTRACTOR and vehicle number on each side of all collection vehicles in letters or numbers of not less than twelve (12) inches in height. The rear of the vehicle must display signs warning the public of frequent stops. These signs must be of sufficient size to be seen by motorists following CONTRACTOR's vehicles. All vehicles must be numbered and a record kept of each vehicle to which each number is assigned. CONTRACTOR shall affix COUNTY non-transferable decals on CONTRACTOR's trucks. These decals must identify CONTRACTOR as a COUNTY franchise with the right to provide

Commercial Solid Waste Collection Service in unincorporated Seminole County. The decals will be re-issued annually on or about September 30 to CONTRACTOR upon renewal of the Agreement.

Section 12. Office.

(a) CONTRACTOR shall maintain, at its expense, an office within the geographic area of Seminole County where service inquiries and complaints can be received or, in the alternative, a toll-free telephone access for Customers residing within the Service Area. CONTRACTOR's office must be equipped with sufficient telephones, have responsible persons on duty during operating hours, and be open during the normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. CONTRACTOR shall provide either a telephone answering service or mechanical device to receive service inquiries and complaints during all times when telephones are not answered by CONTRACTOR employees.

(b) Emergency Contact. CONTRACTOR shall provide the Contract Administrator with the name and telephone number of an emergency contact person who can be reached outside of the required office hours. The contact person must have the ability to authorize CONTRACTOR operations in case of COUNTY direction in situations requiring immediate attention.

(c) Designation of Agent. CONTRACTOR shall designate in writing to the Contract Administrator annually, on or before September 30, the person to serve as liaison between CONTRACTOR and the Contract Administrator. CONTRACTOR shall notify the Contract Administrator of any changes in contact personnel related to collection.

Section 13. Permits and Licenses. CONTRACTOR shall obtain, at its expense, all permits and licenses required by law or rule and maintain the permits and licenses in full force and effect throughout the Agreement.

Section 14. Manner of Collection. CONTRACTOR shall perform collection services with as little disturbance as reasonably possible and without obstructing roadways, driveways, sidewalks, or mailboxes. CONTRACTOR shall ensure its personnel handle Containers and Garbage Carts with reasonable care and return them standing upright with covers in place to the approximate location from which they were collected.

Section 15. Personnel of CONTRACTOR.

(a) CONTRACTOR shall employ competent and qualified personnel and provide operating and safety training to ensure performance of obligations and duties as set forth in this Agreement. CONTRACTOR's collection personnel shall not use obscene or other offensive language or gestures and shall treat the public, COUNTY staff, and Customers in a polite and courteous manner.

(b) Applicable Laws. CONTRACTOR is responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

(c) Drivers. Each driver of any collection vehicle must at all times carry a valid Florida commercial driver's license and all other required licenses and endorsements for the type of vehicle that is being operated.

(d) Prudent Procedures. CONTRACTOR shall ensure its personnel use pedestrian walkways while on private property. No trespassing or crossing property to a neighbor's premises is permitted unless residents or owners of both such properties have given prior written permission. Care must be taken to prevent damage to containers by unnecessary rough treatment and to property including flowers, shrubs and other plantings.

(e) All of CONTRACTOR's collection personnel must wear appropriate clothing, including a shirt bearing CONTRACTOR's name, at all times during the performance of collection Services.

Section 16. Ownership and Maintenance of Containers.

(a) CONTRACTOR shall provide Containers or Garbage Carts to a Customer. However, Customers have the option of using their own compactor. In either case, the owner of the Container or Garbage Cart is solely responsible for maintenance.

(b) Each Container or Garbage Cart provided by CONTRACTOR must be in good condition and properly maintained. Each Container provided by CONTRACTOR must be labeled on two (2) sides with CONTRACTOR's name and telephone number in letters and numbers that are plainly visible. Containers or Carts used for Recycling or Yard Waste Collection must be clearly labeled for identification, education, and enforcement purposes.

(c) Any Container or Garbage Cart damaged by CONTRACTOR must be repaired or replaced by CONTRACTOR within five (5) business days at no cost to the Customer. The replacement must be similar to the original in style, material, quality, and capacity.

Section 17. Spillage and Litter.

(a) General. CONTRACTOR shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. CONTRACTOR's collection vehicles must be equipped with containers, lids, or other appropriate covering, or enclosed so that leaking, spilling, and blowing of litter or spillage is prevented. CONTRACTOR shall immediately clean up all litter and spillage caused by CONTRACTOR. CONTRACTOR shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle, and any other tools necessary to clean up any spillage or fluid leakage.

(b) Administrative Fines.

(1) Failure by CONTRACTOR to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

\$100 for the first incident.

\$250 for the second incident.

\$500 for the third and each subsequent incident thereafter during the Agreement.

(2) Failure by CONTRACTOR to contain Solid Waste transported in a collection vehicle:

\$100 for the first incident

\$250 for the second incident

\$500 for the third and each subsequent incident thereafter during the Agreement.

(3) Any uncovered load will be charged twice the regular fee charged by COUNTY upon arrival at the Designated Disposal Facility.

(c) Truck Signage. At all times, CONTRACTOR shall display a decal provided by COUNTY with the following language, "Report Littering from this Vehicle to Seminole County at 407-665-2260" or other similar language provided by COUNTY.

Section 18. Insurance.

(a) CONTRACTOR shall maintain at all times throughout the duration of this contract, and at its sole expense, the insurance required under this Section and have this insurance approved by COUNTY's Risk Program Manager with the Resource Management Department.

(1) CONTRACTOR shall require and ensure that each of its sub-Vendors/sub-Contractors providing services under this Agreement (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Agreement.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the COUNTY with, not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal must not be included within the policy limits but must remain the responsibility of insurer.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY, and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, and Business Auto policies.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees will be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time. CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any Vendor/Contractor using an employee leasing company shall complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsement(s) excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(C) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(3) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 and/or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5) Pollution Legal Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into

or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 19 below concerning indemnification or any other provision of this Agreement.

Section 19. Indemnification.

(a) CONTRACTOR shall indemnify and save harmless COUNTY, its Commissioners, officers, agents, and employees from and against any claim, demand, or cause of action of any kind or nature allegedly arising out of or related to the performance of Services under this Agreement by CONTRACTOR, its officers, agents, subcontractors, employees, or any like person or entity in the performance of Services under this Agreement.

(b) CONTRACTOR shall require all subcontractors, if subcontractors are approved by COUNTY, to enter an agreement containing the provisions set forth in the preceding subsection in which agreement the subcontractors must fully indemnify COUNTY in accordance with this Agreement.

(c) Nothing in this Agreement may be construed to make an employee or a subcontractor of CONTRACTOR an agent, officer, or employee of COUNTY.

(d) By CONTRACTOR or its agent's execution of this Agreement, each parent company, subsidiary, or joint venturor of CONTRACTOR will be deemed to have fully warranted, guaranteed, and indemnified COUNTY under the terms and conditions of this Agreement.

Section 20. Filing of Requested Information and Documents.

(a) For each month this Agreement is in effect, CONTRACTOR shall file a monthly written report in the format attached to and incorporated in this Agreement as Exhibit "E" with COUNTY on or before the 20th day of the month following the month that is the subject of the report. The written report must identify the types and amounts of waste collected and the amount of the Franchise Fee, if any, due COUNTY for the Commercial Solid Waste Collection Services provided by CONTRACTOR during the month that is the subject of the report. This report must be delivered to the Contract Administrator along with the Franchise Fee payment due, if any. If CONTRACTOR subsequently discovers an error in a report submitted to the Contract Administrator, CONTRACTOR shall submit a revised report and pay the additional Franchise Fee, if any, within ten (10) days after discovery of such error.

(b) CONTRACTOR shall maintain books and records of the information included in all reports submitted to COUNTY pertaining to the services provided under this Agreement. Such books and records must be available for inspection and audit by COUNTY at all reasonable times. The monthly reports are designed to assist COUNTY in meeting any local, state, or federal reporting requirements.

(c) CONTRACTOR shall file with the Contract Administrator all documents and reports required by this Agreement. During the month of September for each year this Agreement is in effect, CONTRACTOR shall certify to the Contract Administrator that all required documents, including but not limited to, certificates of insurance, audits, compilations, and list of collection equipment, are current and on file with COUNTY.

Section 21. Records. CONTRACTOR shall allow COUNTY, or its authorized agent, access to CONTRACTOR's records as are related to all Services provided under this Agreement.

Such records must be available at CONTRACTOR's place of business at all reasonable times during the Agreement and for three (3) years from the date of expiration of this Agreement for inspection by COUNTY or other authorized COUNTY representative.

Section 22. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of CONTRACTOR, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CONTRACTOR's officers and employees either by operation of law or by CONTRACTOR.

Section 23. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

As to COUNTY:

Director
Department of Environmental Services
Reflections Plaza
500 West Lake Mary Boulevard
Sanford, Florida 32773

As to CONTRACTOR:

Waste Management Inc. of Florida
3510 Rio Vista Avenue
Orlando, Florida 32805

Section 24. Conflict of Interest.

(a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent, or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2023), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 25. Right to Require Performance. The failure of either party at any time to require performance by the other party of any provisions of this Agreement will in no way affect the right of either party thereafter to enforce the provisions of this Agreement. No waiver by either party of any breach of any provisions of this Agreement may be taken or held to be a waiver of any succeeding breach of those provisions or as a waiver of any provision itself.

Section 26. Title to Waste.

(a) At all times, COUNTY will hold title and ownership to all Solid Waste and all other material collected by CONTRACTOR pursuant to this Agreement and CONTRACTOR will have

no right to take, keep, process, alter, remove, or otherwise dispose of any such materials without specific prior written authorization from the Contract Administrator. All responsibilities for the safe and proper transportation of the materials to COUNTY Designated Disposal Facility are with CONTRACTOR.

(b) Notwithstanding Section 26(a) above, CONTRACTOR may take, keep, process, alter, and sell Source Separated Recyclable Material that is collected by CONTRACTOR in the Service Area in accordance with this Agreement, if the Recyclable Material is recycled and the amount of such Recyclable Materials is reported to Contract Administrator as described in the Exhibit "E" monthly report and the material is not destined for any use that constitutes disposal. Materials not recycled, including any materials remaining after Recyclable Material are removed from a load of Source Separated Recyclable Material, must be delivered by CONTRACTOR to a Designated Facility.

Section 27. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 28. Compliance with Laws. CONTRACTOR shall conduct operations under this Agreement in compliance with all applicable laws.

Section 29. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 30. Assignment and Subcontracting. No assignment or subcontract of this Agreement or any right occurring under this Agreement may be made in whole or part by CONTRACTOR without the express written consent of COUNTY. Absent special circumstances, COUNTY does not intend to withhold approval of assignments within CONTRACTOR's corporate entities or among CONTRACTOR's corporate subsidiaries, but CONTRACTOR shall obtain COUNTY's written agreement of all assignments of this Agreement. Except as provided in the preceding sentence, COUNTY will 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 will be void and will be grounds for COUNTY to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to CONTRACTOR. Upon the date of such notice, this Agreement will be deemed immediately terminated. Upon such termination, all liability of COUNTY under this Agreement to CONTRACTOR will cease. In the event of any assignment, the assignee shall fully assume all the liabilities of CONTRACTOR and the assignor shall remain as co-obligor with the assignee as to all liability and obligations under this Agreement.

Section 31. Waste Deliveries. CONTRACTOR shall deliver all Residential and Commercial Solid Waste collected within the geographical boundaries of Seminole County to a Designated Disposal Facility and pay the appropriate disposal fees. COUNTY reserves the right to limit the use of either Designated Disposal Facility, and will provide notice of such limitation as soon as possible. If a Designated Disposal Facility specified in this Agreement becomes unavailable for more than one week, CONTRACTOR may deliver Solid Waste to a facility outside of the geographical boundaries of Seminole County for the duration of such unavailability subject

to COUNTY's approval of such facility. Failure to comply with this Section will be cause for termination of this Agreement.

Section 32. Modifications. This Agreement constitutes the entire contract and understanding between the parties and it may not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties. Notwithstanding the above, COUNTY will have the unilateral right to make changes in this Agreement as the result of changes in law or ordinances and to impose new and reasonable rules and regulations on CONTRACTOR under this Agreement relative to the scope and methods of providing Services as may from time to time be necessary and desirable for the public welfare. The Contract Administrator shall provide CONTRACTOR reasonable notice of any proposed change by COUNTY and an opportunity to be heard concerning those matters. The scope and method of providing Services as referenced in this Agreement will also be liberally construed to include, but not be limited to, the manner, procedures, operations, and obligations, financial or otherwise, of CONTRACTOR reasonably necessary to protect the public safety, health, and welfare of the residents of Seminole County. Nothing contained in this Agreement requires any party to perform any act or function contrary to law. COUNTY and CONTRACTOR shall enter into good faith negotiations regarding modifications to this Agreement that may be required in order to implement changes in the interest of the public welfare or due to changes in law that change the scope of services. When such modifications are made to this Agreement, COUNTY and CONTRACTOR shall negotiate in good faith other obligations required of CONTRACTOR due to any modification in the Agreement under this Section.

Section 33. Independent CONTRACTOR. Nothing contained in this Agreement is intended or may be construed as, in any manner, creating or establishing a relationship of co-

partners between the parties or as constituting CONTRACTOR, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 34. Third-Party Beneficiaries. No provision of this Agreement is intended to create nor in fact creates any third-party beneficiaries under this Agreement, nor authorize any person not a party under this Agreement to maintain an action pursuant to the Agreement.

Section 35. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE

**CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY SOLID
WASTE MANAGER, AT 407-665-2253,
OBOND@SEMINOLECOUNTYFL.GOV, ENVIRONMENTAL SERVICES
DEPARTMENT, 500 WEST LAKE MARY BOULEVARD, SANFORD, FL
32773.**

Section 36. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 37. Effective Date. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

purposes stated above.

WITNESSES:

WASTE MANAGEMENT INC. OF
FLORIDA



Signature

By: 


DAVID M. MYHAN, President

Coleen Houlihan

Print Name

March 19, 2024

Date



Signature
Telly Ann Hylton

Print Name

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Jay Zembower, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/sfa
10/06/2023

Five (5) Attachments:

- Exhibit "A" – Map of Franchise Area
- Exhibit "B" – COUNTY Designated Disposal Facility
- Exhibit "C" – Application/Annual Renewal and Update Form
- Exhibit "D" -- Insurance Requirements
- Exhibit "E" – Monthly Report

T:\Users\Legal Secretary CSB\Environmental Services\2023\Franchise Agreementswith Solid Waste Haulers\Commercial Solid Waste Franchise
Agt 2023 - Waste Management Inc. of Florida rev I.docx

EXHIBIT A

Unincorporated Land in Seminole County

Created by Seminole County Utilities Engineering Division
 Drawing No. 2011-02-001
 Date: 4/18/2011

Legend

-  County Boundary
-  Water Bodies
-  City Limits
-  Unincorporated Seminole County



1:5 miles

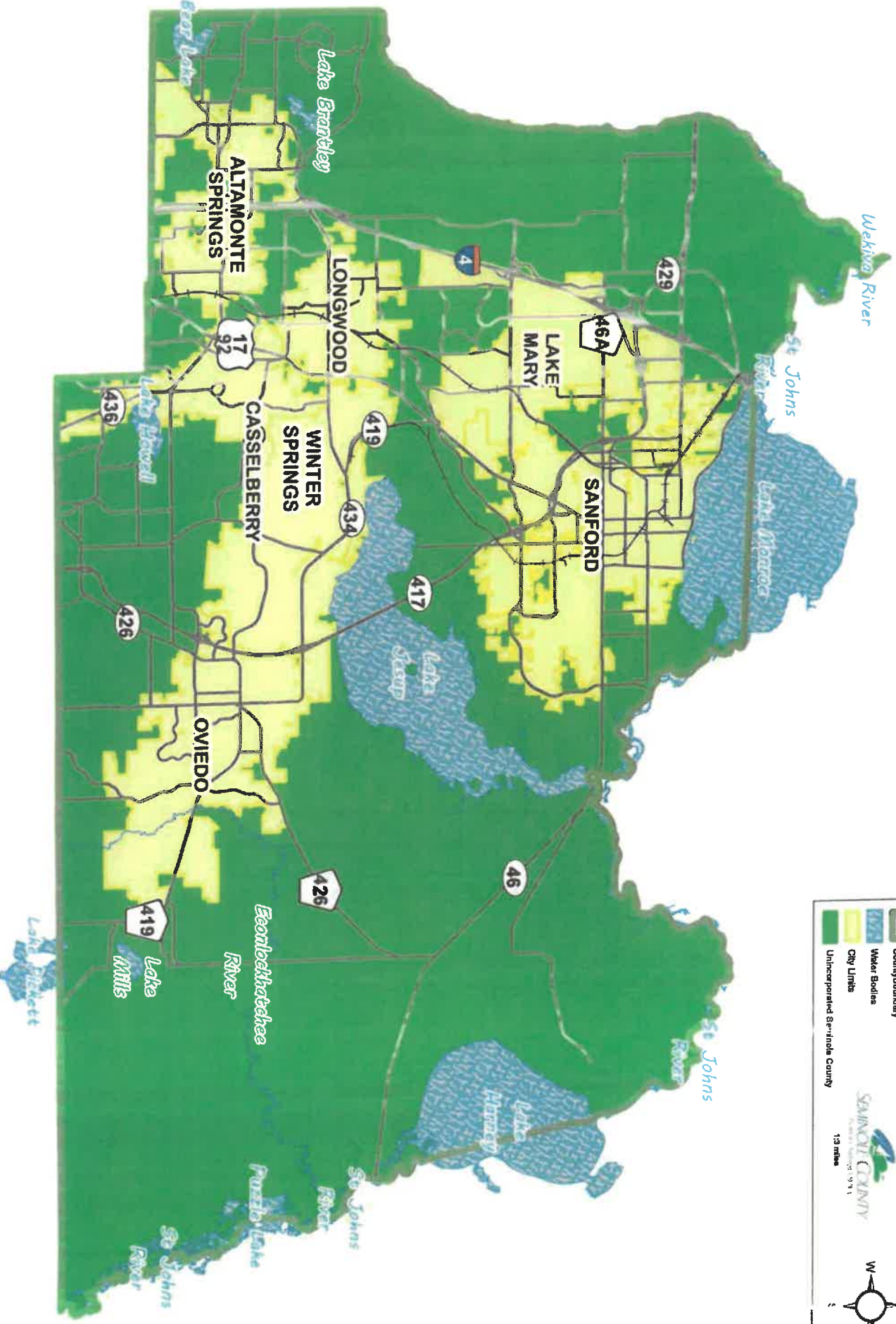
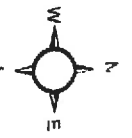


EXHIBIT B

DESIGNATED FACILITIES

Designated Facilities under the terms of this Agreement consist of the following:

- 1) The Seminole County Osceola Road Landfill located at 1930 East Osceola Road, Geneva, Florida 32732, and
- 2) The Central Transfer Station located at 1950 State Road 419, Longwood, Florida 32750

The Seminole County Osceola Road Landfill accepts Residential Waste and Commercial Waste, Yard Waste, Construction and Demolition Debris, Tires, Bulky Waste, and White Goods.

The Central Transfer Station accepts Residential Waste and Commercial Waste, Yard Waste, Recyclables, and Citizen-delivered Household Hazardous Waste (no hazardous waste derived from businesses). The Central Transfer Station does not accept:

- White Goods (examples include stoves, refrigerators, water heaters and similar appliances)
- Construction and Demolition Debris (examples include roofing material, concrete, lumber, and similar items)
- Bulky waste, or any rigid item over four feet in length that, as determined by the County, is not easily crushed
- Any item that may cause a safety hazard in handling or transportation due to its size, weight, or composition.

The Seminole County Osceola Road Landfill and the Central Transfer Station do not accept Biological or Biomedical Waste.

The Central Transfer Station will be available for unloading of non-restricted Contractor waste during normal operating hours. When the transfer station becomes temporarily unavailable, the County will notify the Contractor as soon as possible. If the transfer station will be unavailable for more than one week, the Contractor will be authorized to select an alternate disposal facility (Seminole County Landfill, or other facility including out of County) for the duration of the transfer station closure. Once the transfer station resumes operations, Contractor will resume deliveries of waste to County facilities per this agreement.



Exhibit "C"
Seminole County
Non-Exclusive Commercial Franchise Holder
Application/Annual Renewal and Update Form

Waste Management Inc. of Florida

Contractor (as listed with Florida Department of State Division of Corporations)

October 1, 2023 - September 30, 2024
Years of Service

The following items are required to process the *Application/Annual Renewal and Update Form*. Complete all items below, and attach additional sheets if necessary.

Date: April 30, 2024

Company Name: Waste Management Inc. of Florida
 Company Address: 3510 Rio Vista Ave.
 City, State, and Zip Code: Orlando, FL 32805
 Designated Agent Name: David M. Myhan, President
 Local Telephone Number: 407-650-8663 Fax Number: 866-526-6972
 Email Address: djeffers@wm.com

The Contractor shall provide the County with the following: (upon completion)


1. Completed, Signed, and Notarized Form – Exhibit "C"
2. Vehicle Equipment List – include the following information for each truck: (Year, Make, Model, Vehicle Type, License Tag Number, Vehicle ID Number).
3. Collection Equipment List – include the following information for each container: (Type, Size, and Identification Number).
4. Certificate of Insurance

A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate Resolution must be submitted with this form.

5. Application/Annual Renewal fee (\$100.00)
6. Per Vehicle Fee (\$20.00) – Decals will be issued for each vehicle: (Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County).

Statement of Certification:

I certified that Waste Management Inc. of Florida will abide by the terms and conditions of the Agreement.

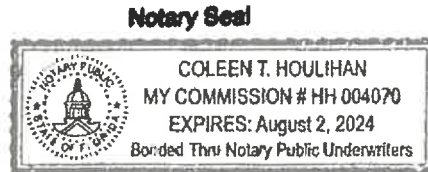
David M. Myhan, President
 Designated Agent – Print Name

 Designated Agent / Signature April 30, 2024
 Date

State of Florida
 County of Palm Beach

Acknowledged this 30 day of April Month, 20 24


 Signature of Notary Public, State of Florida

Personally Known to Me
 Produced Identification



SCHEDULE "D"

COMMERCIAL FRANCHISE COLLECTION SERVICES

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory
Employers' Liability:	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Aggregate
	\$ 1,000,000 Disease Each Employee

B. Commercial General Liability Insurance:

	\$ 1,000,000 Per Occurrence
	\$ 1,000,000 Personal and Advertising Injury
	\$ 2,000,000 General Aggregate
	\$ 2,000,000 Products and Completed Operations Aggregate

C. Business Automobile Liability Insurance:

	\$ 1,000,000 Combined Single Limit (<u>Any Auto or Owned, Hired, and Non-Owned Autos</u>)
--	--

D. Excess/Umbrella Liability:

	\$ 4,000,000 Per Occurrence
	\$ 4,000,000 Aggregate

E. Pollution Liability:

	\$ 2,000,000 Per Occurrence
Non-Hazardous Waste Operations	\$ 2,000,000 Per Occurrence
	\$ 4,000,000 General Aggregate
Hazardous Waste Operations	\$ 4,000,000 Per Occurrence
	\$ 8,000,000 General Aggregate

Seminole County, Florida named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.

09/07/2023

“Exhibit E”
Seminole County Non-Exclusive Commercial Franchise Holder
Monthly Report

Company Name

Month/Year of Service

Include the following customer data on a Microsoft Excel spreadsheet Version 97 or newer:

Type of Container (*front end, roll off, compactor, cart, etc.*)

Account Type (*solid waste or recycling*)

Capacity of Containers

Frequency of Collection

Pickup Schedule (collection days)

Tons of Commercial Solid Waste Delivered to the Designated Facility: _____

Tons of Commercial Solid Waste Delivered to Non-Designated Facility: _____

Name and Address of Non-Designated Facility: _____

Tons (by type) of Recovered Materials Delivered to a County Designated Disposal Facility: _____

Tons (by type) of Recovered Materials Delivered to a Facility other than a County Designated Facility: _____

 Name and Address of Non-Designated Facility: _____

Estimated deliveries of Commercial Solid Waste to Seminole County Facilities from Seminole County, municipalities, and surrounding areas:

Area Served	Estimated Tons (or)	Estimated % of Deliveries
<i>Altamonte Springs</i>		
<i>Casselberry</i>		
<i>Lake Mary</i>		
<i>Longwood</i>		
<i>Oviedo</i>		
<i>Sanford</i>		
<i>Winter Springs</i>		
<i>Unincorporated Seminole County</i>		
<i>Other</i>		

(This information may be compared to reports supplied by the municipalities.)

I certify that the information contained herein is accurate, correct, and complete, and the fees due are paid in full for the preceding calendar month:

Printed Name of Company Representative

Signature of Company Representative

 Date

Pursuant to the Seminole County Commercial Solid Waste Franchise Agreement, the Monthly Reports shall be delivered to the Contract Administrator no later than 20 days after the end of the month when the Contractor's service was provided.