

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services

DEPARTMENT: Environmental Services

DIVISION: Solid Waste Management

AUTHORIZED BY: Andrew Neff

CONTACT: William (Johnny) Edwards

EXT: 2253

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to sign the Non-Exclusive Franchise Agreement For Commercial Solid Waste Collection Service with Veolia ES Solid Waste Southeast, Inc.

County-wide

William (Johnny) Edwards

BACKGROUND:

Companies that collect and haul commercial solid waste in unincorporated Seminole County are required to first obtain non-exclusive franchises for commercial solid waste collection services from the Board of County Commissioners, in accordance with Chapter 235 of the Seminole County Code.

Seminole County does not currently charge a franchise fee, nor does it make any representations or guarantees regarding the potential for business through the Franchise Agreements. The franchise essentially provides the hauling company with the authority pursuant to the Seminole County Code to conduct business in unincorporated Seminole County. The updated Franchise Agreement has a one (1) year term that may be renewed annually until September 30, 2023.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to sign the *Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Veolia ES Solid Waste Southeast, Inc.*

ATTACHMENTS:

- 1. Agreement

<p>Additionally Reviewed By:</p> <p>■ County Attorney Review (Susan Dietrich)</p>
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**NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "County", and **VEOLIA ES SOLID WASTE SOUTHEAST, INC.**, a Florida corporation, whose address is 1964 South Orange Blossom Trail, Apopka, Florida 32703, hereinafter 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, the 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 herein,

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

Section 1. Definitions. To the extent the definitions contained herein conflict with similar definitions contained in any Federal, State or local law, the definitions herein shall prevail. However, nothing

contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to Federal, State or local law. The following terms are defined as follows:

(a) **Agreement.** This Non-Exclusive Franchise Agreement and all written amendments to it.

(b) **Biomedical Waste.** Any solid waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, human blood products and body fluids; and other materials which in the opinion of the Department of Health represents a significant risk of infection to persons outside the generating facility.

(c) **Bulky Waste.** Any  non-vegetative tangible item such as furniture, 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 whose large size or weight precludes disposal by normal methods.

(d) **Collection.** The process whereby commercial solid waste is removed from the location where it is generated and transported to a County Designated Disposal Facility.

(e) **Commercial Solid Waste.** 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, and warehouses, governmental and institutional office

buildings, agricultural operations, industrial and manufacturing facilities, hotels, motels, condominiums, apartments, and 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 shall not include any material that is Special Waste or Recovered Materials.

(f) **Commercial Solid Waste Collection Service.** The collection, disposal and recycling of waste generated by a commercial property which is provided by the Contractor for a fee.

(g) **Construction and Demolition Debris (C&D).** 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 it to be classified as other than C&D.

(h) **Container.** 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.

(i) **Contract Administrator.** The County's Environmental Services Director or his/her designee with the authority to administer and monitor the provision of services set forth under this Agreement.

(j) **Contractor.** That person or entity serving as an independent contractor, including its employees, servants, partners, principals and agents that has obtained from the County a franchise to provide the services set forth in this Agreement.

(k) **County.** This term shall mean Seminole County, a political subdivision of the State of Florida.

(l) **Customer.** A Person in unincorporated Seminole County that obtains Commercial Solid Waste Collection Service from the Contractor.

(m) **Designated Disposal Facility.** The management facility designated by the County for receiving Commercial Solid Waste in accordance with this Agreement.

(n) **Garbage.** All putrescible waste, including but not limited to, kitchen and table food waste, animal, vegetative food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that falls within the definition of Special Waste.

(o) **Garbage Cart.** 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 handle(s), and has a capacity of at least 64 gallons.

(p) **Hazardous Waste.** Solid Waste that is regulated by the State of Florida, Department of Environmental Protection as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, State, or Federal law.

(q) **Industrial Solid Waste.** 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: electric power generation; fertilizer/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.

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

(s) **Recovered Materials.** 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 does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.

(t) **Recyclable Material.** Materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.

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

(v) **Residential Unit.** 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.

(w) **Service Area.** The unincorporated area of the County, as set forth in Exhibit "A," attached hereto and incorporated herein, for which the Contractor has an executed Agreement to provide Services.

(x) **Source Separated.** Recovered Materials which 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 when such materials contain more than ten percent (10%) solid waste by volume or weight.

(y) **Special Waste.** Those 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, biohazardous waste, liquid waste, waste tires, lead acid batteries, C&D, ash residue, Yard Waste and Hazardous Waste.

(z) **Trash.** 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.** Any event which results in the prevention or delay of performance by a party of its obligation under this Agreement which is beyond the reasonable control of the non-performing party. It includes, but is not limited to, fire, flood,

hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance and sabotage.

(bb) **Yard Waste.** All accumulations of vegetative matter from yard and landscaping maintenance such as 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 shall commence on October 1, 2009, and shall run through September 30, 2010, the date of signature by the parties notwithstanding, and shall be renewed thereafter at the County's option for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein; provided, however, that the Agreement shall not be extended by renewal beyond September 30, 2023.

Section 3. Commencement of Services. The services provided by the Contractor under this Agreement shall commence effective October 1, 2009.

Section 4. Services Provided by the Contractor. The Contractor is hereby granted a non-exclusive franchise to provide Commercial Solid Waste Collection Services as defined in this Agreement to the Service Area as described in Exhibit "A".

(a) Commercial Solid Waste Collection Services. The Contractor shall provide Commercial Collection Services in the Service Area in a manner ensuring that a public nuisance shall not be created and the public health, safety and welfare shall be protected. The Contractor may, at its discretion, offer services to the Customer beyond the description of services and the scope of this Agreement in the Service Area.

(1) Commercial Solid Waste Collection Service shall 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 shall be transported to and disposed of at a County Designated Disposal Facility as set forth in Exhibit "B," attached hereto and incorporated herein.

(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 the Contractor shall be determined by the Customer and the Contractor. The 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) The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, the 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 shall 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, when the Contract Administrator determines that such action is necessary for compliance with this Agreement or to protect the public health, safety, or welfare.

(4) The Contractor shall thoroughly empty all Containers or Garbage Carts. The Contractor shall not combine solid waste with Yard Waste or Recyclable Material.

(b) Commercial Recycling Collection Services.

(1) The 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.

(2) Recyclables delivered to the Seminole County Central Transfer Station must be collected in two (2) streams: (1) a fiber stream consisting of newspaper, magazines, and catalogs; and (2) a commingled container stream consisting of plastic bottles, Numbers 1 through 7, clear, green, and brown glass bottles and jars, aluminum and steel cans to be consistent with the County's transfer and processing of recyclables.

(3) The parties recognize that the Contract Administrator may add or delete items or components deemed to constitute Recyclable Material to the County's Recycling Program. The Contractor shall not combine Recyclable Material with solid waste or Yard Waste.

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

Section 5. Other Waste Services. The Contractor shall not be required to collect and dispose of Biohazardous Waste, Biological Waste, Biomedical Waste, Hazardous Waste or Special Waste (except Yard Waste); however, the Contractor may offer these Services in its Service Area.

Collection and disposal of the wastes identified in this section are not regulated under this Agreement. If these services are provided by the Contractor they shall be in strict compliance with all Federal, State, local laws and regulations.

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

(a) The Contractor shall be solely responsible for the billing and collection of Commercial Solid Waste Collection Service rates to the customer. Services shall be solely billed and collected by the Contractor at a rate to be agreed upon between the Contractor and the Customer.

(b) The Contractor may, at the Contractor's discretion, terminate any Services for Customers failing to pay for Services.

Section 7. Fees.



(a) Franchise. The Contractor shall pay the County the franchise fee, if any, in effect at the time of collection for all commercial solid waste collected in the Service Area. The monthly payment shall be based on the Commercial Solid Waste Collection Service provided by the Contractor during the preceding month. The monthly Franchise Fee payment shall be delivered to the Contract Administrator no later than twenty (20) days after the end of the month when the Contractor's service was provided.

(b) Tipping. Subject to the provisions herein, the Contractor shall pay to the County the tipping fee, if any, in effect at the time of disposal, for each ton of Commercial Solid Waste delivered by the Contractor to the Designated Facility.

Section 8. Certification and Renewal Fees. The Contractor shall initially and annually submit a Seminole County Non-Exclusive Franchise Holder Application/Annual Renewal and Update Form, attached hereto and incorporated herein as Exhibit "C," for the collection of commercial solid waste. Said form shall be submitted annually or on or before September 30th following the execution of the Agreement. The County may, by duly adopted resolution, amend the application and vehicle fees.

Section 9. Default and Termination of Agreement.

(a) The County may terminate this Agreement by giving the Contractor thirty (30) days written notice upon the occurrence of any of the following:

(1) The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the County pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, whether such default is considered minor or material, and said default is not cured within thirty (30) days of receipt of written notice by the Contractor of the County's written notice to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from the Contract Administrator to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate [a] that the default cannot be cured within thirty (30)

days and [b] that it is proceeding with diligence to cure said default and such default will be cured within a reasonable period of time).

(2) Contractor shall take the benefit of any present or future insolvency statute or shall make a general assignment for the benefit of creditors or file 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 under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver trustee or liquidator of all or substantially all of its assets; or

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

(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 shall take possession or control of all or substantially all of the assets of the Contractor and such possession or control shall continue in effect for a period of sixty (60) days; or

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

Section 10. Designated Disposal Facilities Calculation. In any year during the Agreement, if the Contractor collects or receives commercial solid waste generated or produced in the Service Area, but the Contractor fails to deliver the commercial solid waste to the Designated Disposal Facility, as required herein, the Contractor shall: (a) pay the County for the shortfall in tonnage; or (b) demonstrate that the shortfall in tonnage resulted from changes to the Contractor's business in the Service Area. The following formula shall be used to calculate the amount to be paid the County:

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

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 the Contractor delivered to the Designated Disposal Facility during the year, (TF) is the average tipping fee that the County charged during the year for the disposal of Solid Waste at the Designated Disposal Facility, and (AO) is the amount due the Contractor to the County. The average tipping fee (TF) for the year shall 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 by twelve (12). The amount owed the County shall be two (2) times the value of the waste delivery shortfall calculation.

Section 11. Collection Equipment.

(a) The Contractor shall provide at all times and in good working condition collection equipment, meeting industry standards, sufficient to permit the Contractor to efficiently and safely perform the Services specified herein. Upon execution of this Agreement and annually thereafter, the Contractor shall provide to County and maintain a list of the equipment assigned by the Contractor to provide Services under this Agreement. The list shall include the year, make, model, vehicle type, license tag number and fleet identification number for each vehicle. All trucks and auxiliary equipment will 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 shall 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) The Contractor shall have equipment available to ensure that the Contractor can adequately and efficiently perform the duties specified in this Agreement at all times. The Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

(c) Equipment Markings. Equipment is to be maintained in a safe working condition and shall prominently display the name and telephone number of the Contractor and vehicle number on each side of all collection vehicles in letters of not less than twelve (12) inches in

size. The rear of the vehicle shall display signs warning the public of frequent stops. All vehicles shall be numbered and a record kept of each vehicle to which each number is assigned. The Contractor shall affix on the Contractor's trucks non-transferable decals issued by the County. These decals shall identify the Contractor as a County franchise with the right to provide Commercial Solid Waste Collection Service in unincorporated Seminole County. The decals shall be re-issued annually on or about September 30th to the Contractor upon renewal of the Agreement.

Section 12. Office.

(a) The 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. The Contractor's office shall be equipped with sufficient telephones and shall have responsible persons on duty during operating hours and shall be open during the normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. The 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. The 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. The Contractor shall designate in writing to the Contract Administrator annually, on or before September 30th, the person to serve as liaison between the Contractor and the Contract Administrator. The Contractor shall notify the Contract Administrator of any changes in contact personnel related to collection.

Section 13. Permits and Licenses. The 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. The Contractor shall perform collection services with as little disturbance as reasonably possible and without obstructing roadways, driveways, sidewalks or mailboxes. The Contractor shall 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 the Contractor.

(a) The Contractor shall employ competent and qualified personnel and provide operating and safety training to ensure performance of obligations and duties as set forth herein. The 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. The Contractor shall be 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 shall 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. Contractors shall 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 shall be taken to prevent damage to containers by unnecessary rough treatment and to property including flowers, shrubs and other plantings.

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

Section 16. Ownership and Maintenance of Containers. The Contractor shall provide Containers or Garbage Carts to a Customer. At its option, however, the Customer may use its own compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by the Contractor must be in good condition and properly maintained. Each Container provided by the Contractor shall be labeled on two (2) sides with the Contractor's name and telephone number in letters and numbers that are plainly visible and at least twelve (12) inches in size. Containers or Carts used for Recycling or Yard Waste Collection shall be clearly labeled for identification, education and enforcement purposes.

Any Container or Garbage Cart damaged by the Contractor shall be repaired or replaced by the 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. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. The Contractor's collection vehicles shall be equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The 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 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter

during the Agreement.

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

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter

during the Agreement.

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

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

Section 18. Insurance.

(a) General. The Contractor shall, at the Contractor's own cost, procure the insurance required under this Section.

(1) The Contractor shall furnish the Contract Administrator with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employers' Liability, Commercial General Liability and Business Automobile).  The County, its officials, officers and employees shall be additional insureds. The Certificate of Insurance shall provide that the County shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the Contractor, the Contractor shall provide the County with a renewal or replacement Certificate of Insurance not less than (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement; provided further, that in lieu of the statement on the Certificate, the

Contractor shall, at the option of the County, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the County, the Contractor shall, within thirty (30) days after receipt of the request, provide the County with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the County nor failure to disapprove the insurance furnished by a Contractor shall relieve the Contractor of the Contractor's full responsibility for liability, damages and accidents.



(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies, other than Workers' Compensation, must be authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall 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. The Business Auto Policy may be issued

by companies who are members of the Florida Joint Underwriting Association in lieu of the Best's Rating.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes or 3) fail to maintain the Best's Rating and Financial Size Category, the Contractor shall, as soon as the Contractor has knowledge of any such circumstance, immediately notify the County and 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 the Contractor has replaced the unacceptable insurer with an insurer acceptable to the County the Contractor shall be deemed to be in material default of this Agreement.



(c) Specifications. Without limiting any of the other obligations or liability of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by the Contractor and shall be maintained in force until the Agreement termination date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employers' Liability.

(A) The Contractor's insurance shall cover the 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 Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for any other applicable Federal or State law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

LIMITS	
\$500,000.00	(Each Accident)
\$500,000.00	(Disease Each Employee)
\$500,000.00	(Disease Policy Limit)



(2) Commercial General Liability.

(A) The Contractor's insurance shall cover the 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, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The Contractor shall maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by the Contractor (inclusive of any

amounts provided by an Umbrella or Excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount specified for each project:

	LIMITS
General Aggregate	\$1,000,000.00
Personal Injury & Advertising Limit	\$1,000,000.00
General Liability Per Occurrence Bodily Injury & Property Damage	\$1,000,000.00

(3) Business Automobile Liability.

(A) The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by Part IV 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, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the Contractor shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the Contractor shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Automobile Liability shall be:

LIMITS

Bodily Injury and Property Damage Liability Combined Per Occurrence \$ 1,000,000.00

(d) Coverage. The insurance provided by Contractor pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the County or the County's officials, officers or employees shall be excess of and not contributing with the insurance provided by or on behalf of the Contractor.

(e) Occurrence Basis. The Workers' Compensation Policy, Commercial General Liability and the Business Auto Policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) Obligations.  Compliance with the foregoing insurance requirements shall not relieve the Contractor, its employees or agents of liability from any obligations under a Section or any other portions of this Agreement.

Section 19. Indemnification.

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

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

(c) Nothing in this Agreement shall be construed to make a subcontractor of the Contractor an agent, officer or employee of the County.

(d) Each parent company, subsidiary or joint venturor of the Contractor shall by execution of this Agreement by Contractor or its agent be deemed to have fully warranted, guaranteed and indemnified the County under the terms and conditions of this Agreement.

Section 20. Filing of Requested Information and Documents.

(a) The Contractor shall  file monthly, with the County (on or before the 20th day of the following month) in the format attached hereto and incorporated herein as Exhibit "D," a written report identifying the types and amounts of waste collected and the amount of the Franchise Fee, if any, due the County for the Commercial Solid Waste Collection Services provided by the Contractor during the preceding month. This report shall be delivered to the Contract Administrator along with the Franchise Fee payment due, if any. Should the Contractor subsequently discover an error in a report submitted to the Contract Administrator, the Contractor shall submit a revised report and pay the additional Franchise Fee, if any, within ten (10) days after discovery of said error.

(b) The Contractor shall maintain books and records of the information included in all reports submitted pertaining to the services

provided hereunder, such books and records shall be available for inspection and audit by the County at all reasonable times. The monthly reports shall be designed to assist the County in meeting any local, State or Federal reporting requirements.

(c) The 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, the Contractor shall certify to the Contract Administrator that all required documents such as, but not limited to, certificates of insurance, audits, compilations, and list of collection equipment are current and on file with the County.

Section 21. Records. The Contractor shall allow the County, or its authorized agent, access to the Contractor's records as are related to all Services provided under this Agreement. Such records shall be available at the 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 the County or other authorized County representative.

Section 22. Notice.

Whenever either party desires to give notice unto the other, notice shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows to:

For County:

Director
Department of Environmental Services
1101 East First Street
Sanford, Florida 32771

For Contractor:

William Stubblebine, Area Manager
Veolia ES Solid Waste Southeast, Inc.
1964 South Orange Blossom Trail
Apopka, Florida 32703

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

Section 23. Employee Status. Persons employed by the Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County.

Section 24. Conflict of Interest. Contractor agrees that it will not contract for or accept employment for the performance of any work or Services with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the County.

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 shall in no way affect the right of either party thereafter to enforce the provisions of this Agreement. Nor shall waiver by either party of any breach of any provisions of this Agreement 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) The County shall, at all times, hold title and ownership to all solid waste and all other material collected by the Contractor

pursuant to this Agreement and the Contractor shall 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 the County Designated Disposal Facility shall be with the Contractor.

(b) Notwithstanding the above, the Contractor may take, keep, process, alter, and sell Source Separated Recyclable Material that is collected by the Contractor in the Service Area in accordance with this Agreement; provided, however, that the Recyclable Material is recycled and the amount of such Recyclable Materials is reported to the Contractor Administrator as described in Exhibit "D," and excluding any material destined for any use that constitutes disposal. Materials not recycled, including any materials remaining after Recyclable Materials are removed from a load of Source Separated Recyclable Material shall be delivered by Contractor to a Designated Facility.

Section 27. Law to Govern. This Agreement shall be governed by the laws of the State of Florida. Venue for all civil actions shall be in Seminole County, Florida and Federal actions shall be in the Middle District of Florida.

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

Section 29. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, through not expressly prohibited, or against public policy or shall for any reason whatsoever, be held invalid then such covenants or

provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement and shall in no way affect the validity of the remaining covenants or provisions of this Agreement. Any term, condition, covenant or obligation herein which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

Section 30. Assignment and Subcontracting. No assignment or subcontract of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the County. Assignments within the Contractor's corporate entities or among the Contractor's corporate subsidiaries shall not be unreasonably withheld by the County. The County shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the County shall be void and shall be grounds for the County to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor and upon the date of such notice this Agreement shall be deemed immediately terminated and upon such termination all liability of the County under this Agreement to the Contractor shall cease. In the event of any assignment, the assignee shall fully assume all the liabilities of the 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 Solid Waste collected within the unincorporated and

incorporated areas of Seminole County to a Designated Disposal Facility and pay the appropriate disposal fees. Contractor shall deliver, unless precluded by an agreement currently in effect, all Commercial Solid Waste collected within the geographical boundaries of Seminole County to a Designated Disposal Facility and pay the appropriate disposal fees. Failure to comply with this Section shall be cause for termination of this Agreement.

Section 32. Modifications. This Agreement constitutes the entire contract and understanding between the parties and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties. Notwithstanding the above, the County shall 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 the Contractor under this Agreement relative to the scope and methods of providing Services as shall from time to time be necessary and desirable for the public welfare. The Contract Administrator shall give the Contractor reasonable notice of any proposed change by the County and an opportunity to be heard concerning those matters. The scope and method of providing Services as referenced in this Agreement shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor reasonably necessary to protect the public safety, health and welfare of the residents of Seminole County. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The County and the Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order

to implement changes in the interest of the public welfare or due to changes in law which changes the scope of services. When such modifications are made to this Agreement, the County and the Contractor shall negotiate in good faith, other obligations required of the Contractor due to any modification in the Agreement under this Section.

Section 33. Independence of Agreement. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative or employee of the County for any purpose whatsoever. The Contractor is to be and shall 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 shall create any third-party beneficiaries hereunder, nor authorize any person not a party hereunder to maintain an action pursuant to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective authorized representatives as of the date first above written.

WITNESSES:



SIGNATURE

Ruby Register

PRINT NAME



SIGNATURE

TREVA L CLARK

PRINT NAME

VEOLIA ES SOLID WASTE SOUTHEAST, INC.


By: _____

WILLIAM STUBBLEBINE
Area Manager

Date: 11/17/2009

[Signatory page continues]

STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY that, on this 17th day of November, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM STUBBLEBINE, as Area Manager for Veolia ES Solid Waste Southeast, Inc., a corporation organized under the laws of the State of Florida, who is personally known to me or who has produced _____ as identification. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation.



E. Diane Walraven
Print Name E. Diane Walraven
Notary Public in and for the County
and State Aforementioned
My commission expires: 2/13/2012

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____, Chairman

Date:  _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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

County Attorney

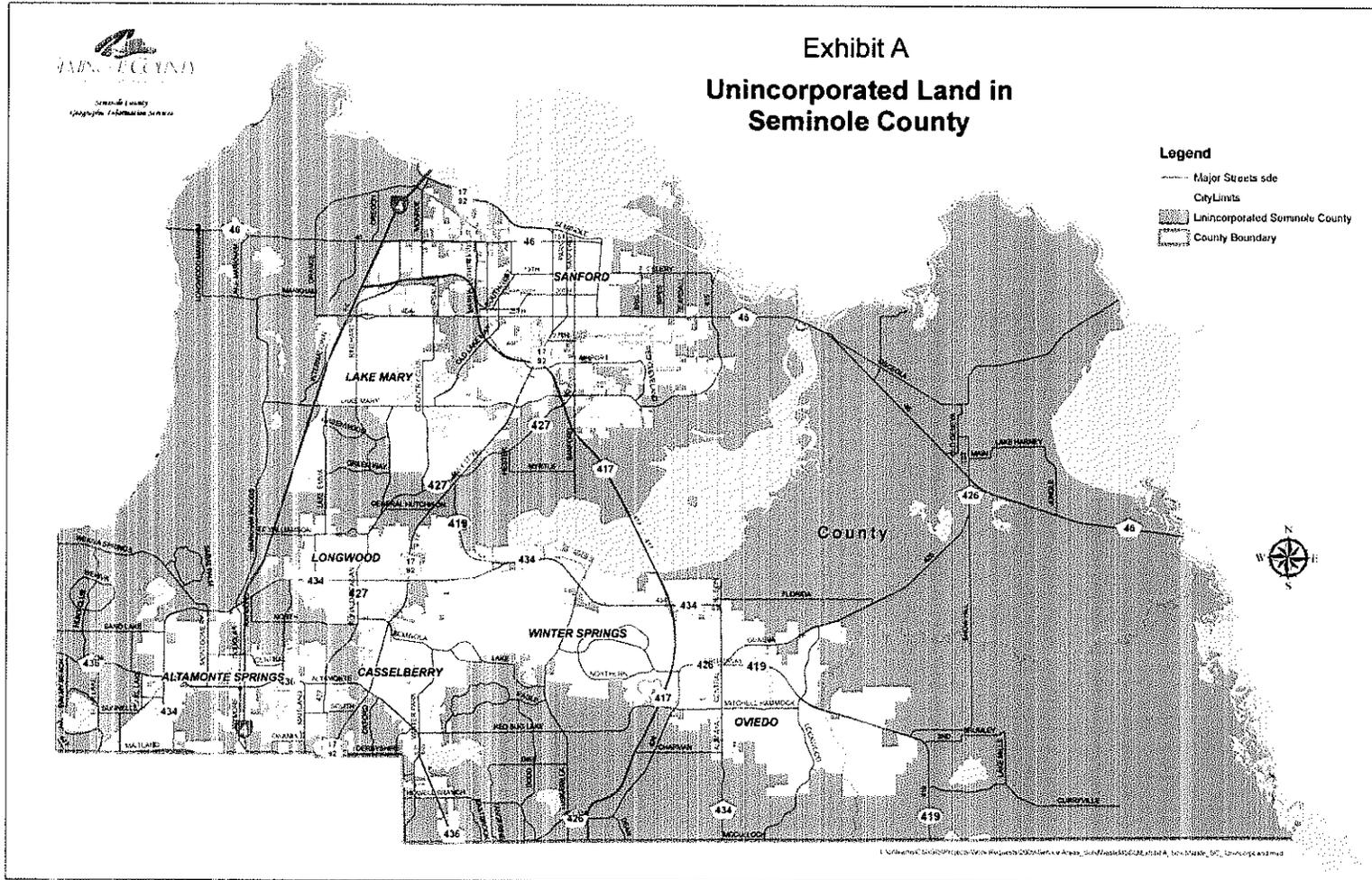
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11/05/09

4 Attachments:

- Exhibit "A" - Map of Franchise Area
- Exhibit "B" - County Designated Disposal Facility
- Exhibit "C" - Application/Annual Renewal and Update Form
- Exhibit "D" - Monthly Report

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EXHIBIT "A" Service Area





"Exhibit B"

Seminole County Non-Exclusive Commercial Franchise Holder

Designated Facilities

Designated Facilities under the terms of this Agreement shall be:

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

The Seminole County Landfill accepts solid waste, yard waste, construction and demolition debris, tires and white goods.

The Central Transfer Station accepts solid waste, yard waste, and recyclables.



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

Contractor

2009-2010

Year of Service

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

Date: 11/17/2009

Company Name: Veolia ES Solid Waste Southeast, Inc.

Company Address: 1964 S. Orange Blossom Trail Apopka, FL 32703

City, State, and Zip Code: Apopka, Florida 32703

Local Telephone Number: 407-464-0664 FAX: 407-464-0488

Designated Agent: Name: William Stubblebine

Email Address: william.stubblebine@veolias.com

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

1. Completed, Signed, and Notarized Form - Exhibit "C"
2. **Vehicle Identification List** - Include the following information for each truck:
 (Year, Make, Model, Vehicle Type, License Tag Number, Fleet ID Number, and Vehicle ID Number)
3. **Container Identification List** - Include the following information for each container:
 (Type, Size, and Identification Number)
4. **Estimated Deliveries List**
5. **Certificates 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.

6. **Application Fee** (\$100.00)
7. **Per Vehicle Fee** - (\$20.00 per vehicle) Decals will be issued for each vehicle. 3 vehicles @ 20.00 EA
 (Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County)

Statement of Certification:

I certify that Veolia ES Solid Waste Southeast, Inc. will abide by the terms and conditions of the Agreement.

William Stubblebine

Designated Agent Print Name

[Signature]

Designated Agent Signature

11/17/09
Date

State of Florida

County of Orange

Notary Seal

Acknowledged this 17th day of November (month), 20 09

[Signature]

Signature of Notary Public, State of Florida

- Personally Known to Me
 Produced Identification
 Type of Identification _____

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

Contractor

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)

Current Franchise Fee Payment due: \$ _____

Franchise Fee Payment Past due: \$ _____

Franchise Fee Paid: \$ _____

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 Facility: _____

Tons by Type of Recovered Materials Delivered to Non-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 Serviced	Estimated Tons (or)	Estimated % of Deliveries
Altamonte Springs		
Casselberry		
Lake Mary		
Longwood		
Oviedo		
Sanford		
Winter Springs		
Unincorporated Seminole County		
Other		

(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 Franchise Fee due is paid in full for the preceding calendar quarter:

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.