

## **SOLID WASTE FRANCHISE COLLECTION AGREEMENT**

**WHEREAS**, the Board of County Commissioners of Liberty County (“County”) finds it is in the public interest to enter into an exclusive franchise agreement with Waste Pro of Florida, Inc. (“Waste Pro” or “Contractor”) to ensure that all residents and businesses within its unincorporated limits are adequately provided with continued high-quality refuse collection and disposal service; and

**WHEREAS**, the Board of County Commissioners of Liberty County finds it in the public interest to retain regulatory authority over refuse collection and disposal, to the extent allowed by law, because of the overriding public health, safety, and welfare considerations associated with the provisions of this service; and

**WHEREAS**, the Board of County Commissioners of Liberty County finds that an exclusive franchise is the best and most effective means of assuring that the above- described interests of the County are promoted; and

NOW, THEREFORE, the parties hereby enter into this Agreement as follows:

### **SECTION 1. DEFINITIONS.**

1. “Commercial” shall mean any public or private premises used for commercial or business purposes, whether for profit or nonprofit, including, but not limited to, restaurants, grocery and other stores, motels, rooming houses, trailer parks, motor home parks, and similar uses.
2. “Excluded Waste” shall mean biomedical or biological waste, construction or demolition debris, sludge, hazardous waste or waste that Contractor cannot legally dispose of.
3. "Contractor" shall mean Waste Pro of Florida, Inc. who is hereby

granted this franchise and hereby undertakes to perform each and every obligation assigned herein and hereby agreed to.

4. "County" or "County" shall mean Liberty County, Florida.

5. "Hazardous materials" shall mean garbage, rubbish, trash, or wastes that are hazardous by reason of pathological, explosive, radiological, or toxic characteristics, and shall include all materials classified as "hazardous" under federal law as it currently exists or may be amended.

6. "Residence" shall mean any land, structure or shelter, or part thereof, sold, leased, used or intended for use as a residence or for habitable purposes for one or more individuals or families.

7. "Solid Waste" shall mean and include garbage, rubbish, trash and bulky material, but shall not include Excluded Waste.

8. "Standard container" shall mean the ninety (90) gallon portable container to be provided by Contractor and approved by County.

## **SECTION 2. GRANTING OF FRANCHISE.**

All solid waste generated by residences and commercial establishments within the un-incorporated areas of Liberty County, Florida, shall be collected, and disposed of by the Contractor. Contractor is hereby granted an exclusive franchise to operate and maintain a solid waste collection and removal service in, upon, over, and across the present and future streets, alleys, bridges, easements, and other public places within the limits of this franchise for the purpose of collecting and disposing of the solid waste generated by the citizens, residents, inhabitants, business enterprises, and other

entities therein. Contractor shall not be required to collect Excluded Waste.

**SECTION 3. LIMITS OF FRANCHISE.**

This franchise covers the unincorporated areas of Liberty County, Florida. Contractor agrees that the limits of the franchise are subject to expansion or reduction by annexation and contracting of municipal boundaries.

**SECTION 4. RESIDENCES / COMMERCIAL ESTABLISHMENTS.**

All residences and commercial establishments are required to use the collection services provided by Contractor. Should a residence or commercial establishment be rented, the owner and tenant shall be jointly and severally liable for the fees set forth in this Agreement or any amendments thereof.

**SECTION 5. TERM.**

The franchise shall be for a period of five years from October 1, 2022 to September 30, 2027 unless sooner terminated as provided in this Agreement. The County shall have the option to renew this franchise for an additional two (2) three (3) year terms. The County shall exercise its option by informing the Contractor, in writing, of its election by certified mail, return receipt requested, at least ninety (90) days before the expiration of the current term.

**SECTION 6. ASSIGNMENT.**

This Franchise Agreement and the rights expressed herein granted to the Contractor shall not be assigned by Contractor except with the express written approval by the County, which approval shall not be unreasonably withheld. In the event of such assignment, Contractor shall cause its assignee to execute and deliver to the County an Agreement of Acceptance, subject to the approval of the County

evidencing that such assignee accepts the assignment subject to any and all the terms and conditions of this Agreement, which acceptance shall include an affirmative statement evidencing such assignee's intent to fulfill the obligations imposed upon Contractor.

A transfer of more than fifty-one percent (51%) of the issued or outstanding stock of Contractor shall constitute an assignment for the purpose of this section. Likewise, any transfer of the voting rights attendant to more than fifty-one percent (51%) of the issued or outstanding stock of Contractor shall constitute an assignment for the purpose hereof.

**SECTION 7. BANKRUPTCY OR INSOLVENCY.**

If the Contractor becomes insolvent, or if the Contractor files a petition of voluntary or involuntary bankruptcy, or if Contractor is declared bankrupt, the County shall have the option to terminate this franchise.

**SECTION 8. DEFAULT.**

In the event Contractor fails to comply in any substantial respect with any of the provisions of this Agreement, said failure shall be grounds for a forfeiture of this franchise, but no such forfeiture shall take effect until the County has served upon the Contractor written notice of default which notice shall set forth the nature and extent thereof. Contractor shall have thirty (30) days following the receipt of written notice of default to correct the same and regain compliance with this franchise.

In the event the noticed deficiencies are not corrected within the thirty (30) day period, County shall have the right to cancel and terminate this franchise in whole or in part, in addition to its other available remedies at law or equity.

The failure of the County at any time to declare a default upon Contractor's breach shall not waive the right of the County to enforce a subsequent breach against Contractor.

**SECTION 9. RESTORATION.**

The Contractor agrees to repair all property, public or private, altered or damaged by it, its agents or employees in the performance of its duties herein in as good or better condition as it was before being damaged or altered. Contractor will respond to customers who complain of property damage within 24 hours. Contractor shall notify the County of all property damage complaints and the status and resolution of the complaint.

**SECTION 10. COMPLIANCE WITH LAW.**

Contractor shall conduct operations under its agreement in compliance with all applicable laws, including state, federal, and county ordinance and regulation.

**SECTION 11. INSURANCE**

During the Agreement, Contractor shall maintain insurance in following types and minimum amounts:

1. *Worker's Compensation.* Contractor shall maintain Worker's Compensation and Employer's Liability Insurance in accordance with Florida Statute Chapter 440.
2. *Commercial General Liability.* Contractor shall maintain Commercial General Liability at a limit of liability not less than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) annual aggregate. The coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, and Contractual Liability or Cross Liability. The self-insured retention or deductible shall not

exceed twenty-five thousand dollars (\$25,000.00). Contractor shall endorse the County as an Additional Insured on the Commercial General Liability with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader Additional Insured coverage.

3. *Business Automobile Liability.* Contractor shall maintain Business Automobile Liability at a limit of liability not less than one million dollars (\$1,000,000.00) each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, it shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
4. *Umbrella or Excess Liability.* Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than two million dollars (\$2,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.

A certificate showing that the Contractor has in force and effect the aforesaid insurance shall be filed with the County within ten (10) days from the execution of the franchise agreement, and yearly thereafter at least thirty (30) days prior to the anniversary date of the Agreement. The policies also shall contain an endorsement obligating the insurance company to furnish the County thirty (30) days notice in advance of the cancellation of the insurance.

**SECTION 11. INDEMNIFICATION / HOLD HARMLESS.**

The County, its commissioners, officers, agents, and employees shall not be liable to anyone for loss, damage, or injury to or sustained by persons or property

arising, occurring, or resulting from the exercise by Contractor of the rights or privileges hereby granted or in the maintenance of Contractor's operations or the doing of any work of conducting any business authorized under this Agreement. Contractor shall indemnify the County, its commissioners, officers, agents, and employees against, any and all loss, damage, and injury sustained by them, or any of them, and any and all liability for loss, damage, or injury sustained by persons or property by reason of any act, omission, or negligence of Contractor, its agents, employees, servants under this Agreement or Contractor's failure to comply with the laws of the State of Florida or any valid ordinance, rule, or regulation. Contractor shall defend, at Contractor's own cost and expense, any claims that might be made or any suits that might be brought against the County, its commissioners, officers, agents, employees, or otherwise, in connection with its indemnification obligations and shall pay all costs and expenses of such protection and defense, including reasonable attorney's fees, and all valid judgments obtained in connection therewith.

**SECTION 12. PERFORMANCE BOND.**

Contractor shall furnish to the County a performance bond, in form approved by County, for the faithful performance of this agreement and all its obligations arising hereunder in the amount of Two Hundred Thousand Dollars (\$200,000.00). Said bond shall be executed by a surety company approved by County and licensed to do business in Florida.

**SECTION 13. OPERATIONS DURING DISPUTES.**

If a dispute arises between the County and the Contractor, or any other interested party in any way relating to this contract, performance or compensation hereunder, the

Contractor shall continue to render service in full compliance with all terms and conditions of this contract regardless of the nature of the dispute.

Contractor expressly recognizes the paramount right and duty of County to provide adequate waste collection and disposal service as a necessary governmental function, and further agrees, in consideration for the execution of this franchise, that in the event of a dispute, said Contractor will neither stop service, unless requested in writing by County, but will either negotiate for an adjustment on the matter in dispute, or present the matter to a court of competent jurisdiction in an appropriate suit instituted by Contractor. Should the Contractor discontinue its service for any reason, the County shall be entitled to take such action as shall be necessary (in the County's sole discretion) to affect a continuation of service, and all cost of same in excess of the amount that would have been paid to Contractor, shall be immediately recoverable from Contractor and/or its surety.

**SECTION 14. COLLECTION SERVICES AND OPERATIONS.**

1. Waste Containers. Contractor shall own and provide, at its expense, at least one ninety (90) gallon standard container to each customer. Each customer shall be entitled to possession of the container for so long as the customer receives solid waste collection services. At the option of customer, the Contractor shall provide a dumpster, subject to the rates provided in this Agreement.
2. Frequency of Waste Collection. Contractor shall pick up, from the curbside nearest to each residence or commercial establishment, on the regularly scheduled day, all solid waste at least once a week. If a residence is located more than two hundred (200) feet from any public street or private street open and accessible to Contractor,



the pickup will be made at the residence or as close to the residence as Contractor can safely get over open and accessible streets and driveways. Pickups shall not be reduced by holidays, but pickups normally scheduled to be made on a holiday shall be collected on the next business day following the normal collection day.

3. Quality. Contractor shall be required to pick up all solid waste provided same is placed in the provided waste container or placed in boxes, bags, or containers in the immediate area of the provided waste container.
4. Waste Container. Contractor shall make collections with a minimum of noise and disturbance. Waste containers shall be handled carefully by the Contractor and shall be thoroughly emptied and left where they were found standing upright at the curbside. All work shall be done in a sanitary manner. Any waste spilled by the Contractor shall be picked up and removed by Contractor.
5. Location of Waste for Collection. All customers receiving service pursuant to this agreement shall place waste containers and other items at the curbside, secured from disturbance by animals, unless Contractor has agreed to provide a special collection at another location. If a residence is located more than two hundred (200) feet from any public street or private street, the pickup will be made at the residence or as close to the residence as Contractor can safely get over open and accessible streets and driveways. Contractor shall provide alternate pickup for disabled and elderly customers. Disabled and elderly customer pickup shall be at the rear of the house or establishment or as otherwise mutually agreed between customer and Contractor.
6. Vehicles. Contractor shall provide compaction type leak proof vehicles. Contractor

shall provide to the County a list of the year and model of each residential vehicle to be used upon request. Vehicles shall be inspected and approved by the State of Florida, Department of Transportation as required, and the County, and the County's approval shall not be unreasonably withheld.

**SECTION 15. OFFICE AND COLLECTION HOURS.**

1. The Contractor's office shall remain open Monday through Friday from 8:00 AM to 6:00 PM Eastern Time for the purpose of handling complaints; and for that purpose, there shall be maintained one (1) toll free telephone line and a responsible person in charge during the hours specified above. These requirements do not apply on legal holidays.

2. Collection shall normally be made in residential areas no earlier than 6:00 AM, and no later than 7:00 PM, with no service on Sunday, except in time of emergency or to maintain schedules due to holidays. If the Contractor has an equipment breakdown, it shall be temporarily relieved from collection for the route being served by such equipment experiencing operating difficulties, provided that such route shall be fully collected that day by the Contractor with substitute equipment.

**SECTION 16. COLLECTION EQUIPMENT.**

The Contractor shall have on hand at all times sufficient equipment in good working order to permit Contractor to perform its duties hereunder fully, adequately, and efficiently. Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment shall be kept clean, sanitary, neat in appearance, and in good

repair at all times. The Contractor shall always have available reserve equipment which can be put into service and operation within four (4) hours of any breakdown. Such reserve equipment shall substantially correspond, in size and capability, to the equipment normally used by the Contractor to perform its duties hereunder.

**SECTION 17. DISPOSAL.**

All garbage and solid waste shall be hauled to a duly permitted disposal facility for treatment or disposal. The County reserves the right to approve or disapprove additional sites, taking into account all governmental regulations, routes within the franchise area, and the rules and regulations of the governmental body having jurisdiction over said sites or facilities.

**SECTION 18. ROUTES AND SCHEDULES.**

The Contractor shall periodically provide the County with schedules of all collection routes and keep such information current. In the event of changes in routes or schedules that will alter the day of pickup, Contractor shall notify each customer by direct mail or door hanger at least one week in advance. All such changes in routes or schedules will also be immediately communicated to the County.

**SECTION 19. CONTRACTOR PERSONNEL.**

A. Contractor shall assign a qualified person to oversee operations under this franchise and shall give the name of said person to County.

B. County has the right to require that Contractor's collection employees wear clean uniforms bearing Contractor's company name.

C. Each person employed to operate a vehicle shall, at all times, carry a valid Florida driving license for the type of vehicle being driven.

D. County may request the removal of any employee of Contractor who violates any provision hereof or who is found to have been wanton, negligent, or discourteous in the performance of duties.

**SECTION 20. SPILLAGE AND LITTER.**

The Contractor shall not litter premises in the process of making collections but shall not be required to collect any waste material that has not been placed in approved containers or in a manner herein provided. During hauling, all solid waste shall be contained, tied, or enclosed so that leaking, spilling, or blowing are prevented. In the event of spillage by the Contractor, the Contractor shall promptly clean up the litter.

**SECTION 21. STORMS AND OTHER EMERGENCIES.**

In case of an unusually severe storm or disruption caused by other severe emergencies not caused by Contractor, County may grant Contractor reasonable variance from regular schedules. As soon as practicable after such storm or other emergency, Contractor shall inform the County of the estimated time required before regular schedules and routes can be resumed and, upon request by County, Contractor shall provide notice to premises in the service area. In event of a storm or emergency requiring mass cleanup operations, Contractor shall, upon direction of County, participate in said cleanup to the extent directed by the County. Contractor shall be compensated by the County in the amount of actual documented costs and shall be excused from conducting regular services if approved by County. Any expenses incurred or revenue received under this provision shall not be included or considered in rate base calculations.

**SECTION 22. RATES AND CHARGES.**

1. Every residence and commercial establishment shall receive solid waste collection services. Effective January 1, 2023, it shall be the responsibility of the residential or commercial customer to compensate Contractor for the services provided. The County shall work cooperatively with Contractor to communicate customer information and transition billing responsibilities to the Contractor. Contractor may discontinue services for customers that are “past due” for 30 days or more and may pursue appropriate collection action. Contractor shall notify County of customers who have been discontinued for nonpayment.

2. Contractor shall charge customers the fees included in the rate table attached as **Exhibit A**. Contractor shall be entitled to an annual price increase of 4% every January 1<sup>st</sup> beginning in 2023.

3. Contractor may request an increase in rates if disposal fees increase or due to unusual changes in Contractor’s operating costs. The County will negotiate requested rate increases in good faith and such requests shall not be unreasonably refused. The request must be supported by competent data relating to cost of service and profitability or it will not be approved. The County Commission must approve any rate increase and such increase shall not be more than the amount necessary to cover increased disposal fees or operating costs

**SECTION 23. COMPLAINTS.**

All complaints shall be resolved by Contractor within twenty-four (24) hours. Upon request, Contractor shall supply County with copies of all complaints and indicate the disposition of each. Such records shall be always available for inspection

by County during regular business hours. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day.

The Contractor shall establish procedures acceptable to County to insure that all customers are notified as to the complaint procedure.

**SECTION 24. RECORDS.**

The County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the County in order to perform the service;

2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

4. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract contact Daniel Stanley, Custodian of Public Records, at (850) 643-2215, [dstanley@libertyclerk.com](mailto:dstanley@libertyclerk.com) or P.O. Box 399, Bristol, Florida 32321.**

**SECTION 25. SEVERABILITY.**

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement.

**SECTION 26. CHOICE OF LAW, VENUE, ATTORNEYS' FEES AND COSTS.**

This Agreement shall be enforced pursuant to Florida law. The venue for any legal dispute shall be in state court in Liberty County, Florida. In any action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs, including fees and costs for appeal.

**SECTION 27. NOTICES**

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For County:

Liberty County Commissioners

Att: Hannah Causseaux, Chair

10818 NW SR 20

Bristol, FL 32321

For Contractor:

Waste Pro

Att:

The Contractor shall notify the Liberty County Clerk of Court of any change to its address. The Contractor's notification of address change is sufficient if sent by email.

**SECTION 28. SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**SECTION 29. ENTIRE AGREEMENT**

All proposals, negotiations, and representations regarding the work of this Agreement are merged in this instrument. Any amendment or modification of this



Agreement shall be in writing and signed by the duly authorized representatives of the parties.

**SECTION 30. NO WAIVER**

The waiver by the County of, or the County's failure to demand strict performance of, any obligation of Contractor shall not be construed to waive or limit the full and faithful performance by the Contractor of another of its obligations or of the same obligation in the future.

**SECTION 31. FORCE MAJEURE**

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under this Agreement for failure or delay caused by or resulting from causes beyond the reasonable control of the affected party, including, not limited to fire, floods, embargos, war, insurrections, riots or acts of God; provided, however, that the party so affected shall use reasonable efforts to avoid or remove the causes of nonperformance. Either party shall provide the other notice of any delay or failure to perform that occurs by reason of force majeure. If Contractor cannot perform due to force majeure for a period of 30 days or more, the County may terminate this Agreement by giving Contractor five 5 days written notice.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of this 9<sup>th</sup> day of September, 2022.

Executed by:

**BOARD OF COUNTY COMMISSIONERS  
LIBERTY COUNTY FLORIDA**

By: Hannah Causseaux  
Hannah Causseaux, Chair

Attest:

Daniel Stanley  
Daniel Stanley, Clerk of Court

Approved as to form

Jennifer Shuler  
Liberty County Attorney

**WASTE PRO OF FLORIDA, INC.**

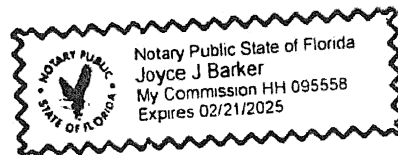
By: E. Ralph Mills  
(Authorized Representative)

Its: SENIOR VICE-PRESIDENT

State of Florida  
County of Liberty

This Contract was acknowledged and subscribed before me the undersigned notary this 9th  
day of ~~15~~ Sept., 2022, by Hannah Causseaux, as Chairwoman  
of UBOCC and with proper  
authority, and who is personally known by me or produced identification of \_\_\_\_\_  
\_\_\_\_\_.

Joyce J. Barker  
Notary Public



**Exhibit A.**

**Table of Rates – Effective January 1<sup>st</sup> of each year**

<b>Services</b>	<b>Monthly Rate</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Container	90 gallon portable	\$21.53	\$22.39	\$23.29	\$24.22	\$25.19
Dumpster	Two Cubic Yards	\$68.81	\$71.56	\$74.42	\$77.40	\$80.50
	Four Cubic Yards	\$131.18	\$136.43	\$141.88	\$147.56	\$153.46
	Six Cubic Yards	\$180.45	\$187.67	\$195.17	\$202.98	\$211.10
	Eight Cubic Yards	\$236.59	\$246.05	\$255.90	\$266.13	\$276.78