

**SECOND AMENDMENT AND RENEWAL TO SOLID WASTE AND
RECYCLABLES COLLECTION FRANCHISE AGREEMENT BETWEEN
INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT (“SWDD”)
AND WASTE MANAGEMENT INC. OF FLORIDA (“FRANCHISEE”)**

THIS SECOND AMENDMENT AND RENEWAL TO SOLID WASTE AND RECYCLABLES COLLECTION FRANCHISE AGREEMENT BETWEEN INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT (“SWDD”) AND WASTE MANAGEMENT INC. OF FLORIDA (“FRANCHISEE”) (“**Second Amendment**”) is entered into as of the ___ day of July, 2022 by and between the Indian River County Solid Waste Disposal District, a dependent special district of INDIAN RIVER COUNTY (hereinafter, “SWDD”) and Waste Management Inc. of Florida, a Florida corporation (hereinafter “Franchisee”).

RECITALS

WHEREAS, on April 21, 2015, SWDD and Franchisee entered into the Solid Waste and Recyclables Collection Franchise Agreement Between Indian River County Solid Waste Disposal District (“SWDD”) and Waste Management Inc. of Florida (“Franchisee”) as amended by the First Amendment to Solid Waste and Recyclables Collection Franchise Agreement Between Indian River County Solid Waste Disposal District (“SWDD”) and Waste Management Inc. of Florida (“Franchisee”), dated October 4, 2016 (collectively referred to as the “Agreement”); and

WHEREAS, the initial term of the Agreement is for a period of seven (7) years terminating on September 30, 2022 and SWDD has duly notified the Franchisee the intent to renew the Agreement for one (1) additional term of three (3) years under the same terms and conditions as the initial term; and

WHEREAS, SWDD and Franchisee desire to amend Article 3.1.c. to remove C&D collection in containers fifteen cubic yards and greater from the exclusivity requirements of the Agreement and any associated provisions of the Agreement pertaining to such services,

NOW THEREFORE, in consideration of the mutual undertaking herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.
2. **Article 1. Definitions Amended.**
 - a. The last sentence in the definition of Commercial Collection Service is removed in its entirety:

Commercial Collection Service includes collection of C&D in containers fifteen cubic yards and greater (≥15CY) in size.

- b. The following new definitions are added:

Construction and demolition debris commercial container means a commercial container that is used to store, transport, and dispose construction and demolition debris in any size capacity.

Roll-Off Container(s) means any non-Compactor storage and Collection equipment or device that has an open top with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle and transported to a disposal facility for dumping.

3. **Article 2. Term Amended.**

- a. Article 2.3 is stricken in its entirety and replaced as follows:

2.3. Renewal Term

The Agreement is renewed for a period of three (3) years beginning on October 1, 2022, and terminating on September 30, 2025.

4. **Article 3.1. Amended.** The following sentence in Article 3.1.c. is removed in its entirety:

- c. C&D collection in containers fifteen cubic yards and greater (>15 CY) in size in the Solid Waste Franchise Area.

5. **Article 3.2 Non-Exclusive Services Amended.** The following sentence replaces Article 3.2.1 in its entirety:

- 3.2.1. Franchisee is herein granted the non-exclusive right to collect C&D in any size construction and demolition debris commercial container.

6. **Article 10.1.4 Amended.** The following sentence replaces Article 10.1.4 in its entirety:

- 10.1.4. Solid Waste collected from Commercial Customers in the Solid Waste Franchise Area pursuant to this Agreement, may be disposed of at no additional cost to Franchisee.

7. **Article 10.1.5 Amended.** The following sentence replaces Article 10.1.5 in its entirety:

- 10.1.5. Franchisee shall pay the applicable fees at the Designated Facility for the disposal of C&D collected in construction and demolition debris commercial containers, or any loads where C&D is mixed with other types of Solid Waste, and all other Solid Waste collected outside the terms of this Agreement and is responsible for invoicing and collecting payment for such

disposal costs.

8. **Article 12.2.2. Amended.** The following last bullet in Article 12.2.2.d is removed in its entirety:

- C&D collection service of containers less than fifteen cubic yards (<15CY) in size

9. **Article 16.1.1.2 Amended.** The following sentence replaces Article 16.1.1.2 in its entirety:

16.1.1.2. The rates for Commercial Collection Service set forth in this Agreement include the Franchisee Fee. Pursuant to Article 10.1.5, disposal fees for C&D or C&D mixed with Solid Waste delivered in roll-off containers are to be paid by the Franchisee based on actual tonnage and the applicable fees at the Designated Facility and passed onto the customer by the Franchisee.

10. **Article 16.2.4. Non-Exclusive C&D Collection Service Amended.** The following sentence replaces Article 16.2.4 in its entirety:

16.2.4. Billing of C&D collection service in construction and demolition debris commercial containers shall be the sole responsibility of Franchisee.

11. **Article 19.2. Scrutinized Companies Amended.**

- a. Article 19.2 is stricken in its entirety and replaced as follows:

Article 19.2 Scrutinized Companies

19.2.1. TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

19.2.2. OWNER may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section

287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

19.2.3. OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

12. **Article 21.12. Public Access Amended.** Article 21.12 Public Access is stricken in its entirety and replaced as follows:

21.12 Public Record Compliance

A. Indian River 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 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 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 Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

- B. **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 THE CUSTODIAN OF PUBLIC RECORDS AT:**

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

- C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

13. **Article 21.18 – E-Verify.** A new article 21.18 is inserted into the Agreement:

Contractor is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

14. **Exhibit 1 – Collection Service Rates.** Upon approval of this Amendment, Exhibit 1 will be updated to remove the rates for Open Top Roll-Off services.

15. All other provisions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their respective duly authorized officers as of the day and year first written above.

ATTEST:

Jeffrey R. Smith, Clerk of Court and
Comptroller
By:

Deputy Clerk

BY OWNER:

**SOLID WASTE DISPOSAL DISTRICT
INDIAN RIVER COUNTY, FLORIDA**

Peter D. O'Bryan, Chairman

DATE APPROVED BY SWDD:

APPROVED BY:

Jason E. Brown, County Administrator

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:**

Dylan T. Reingold, County Attorney

**SIGNED, SEALED, AND DELIVERED IN
THE PRESENCE OF:**

By: _____

Print Name: _____

By: _____

Print Name: _____

**BY FRANCHISEE:
WASTE MANAGEMENT, INC. OF
FLORIDA**

By: _____

Print Name: _____

Print Title: _____