

**TOWN OF HOWEY IN THE HILLS
SOLID WASTE FRANCHISE AGREEMENT**

This Agreement made and entered into on the _____ day of _____ 2022, by and between The Town of Howey in the Hills, a Florida town corporation, of 101 North Palm Ave. Howey in the Hills, FL 34737, hereinafter referred to as "Town", and "GFL" or GFL Solid Waste Southeast, LLC., of 321 Southridge Industrial Way, Tavares, FL 34778, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Town is desirous of securing the services of the Contractor to operate a waste hauling service for the Town; and

WHEREAS, the Contractor desires to provide the operation of a waste hauling service for the Town; and

WHEREAS, after accepting competitive bids for Residential and Commercial Collection and Disposal of Solid Waste, Yard Trash, and Recycling, the Town has selected Contractor as the best bid.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

Section 1. COMMENCEMENT OF WORK

The refuse collection work outlined in this Agreement shall commence no later than 1 October, 2022.

Section 2. TERM

The initial term of the Agreement shall be for a period of Seven (7) years, beginning October 1st, 2022 and terminating September 30th, 2029. This Agreement may be extended on a Three (3) year basis, commencing with the expiration of the initial term based on successful negotiations of the rates between the Town and the Contractor. Negotiations for extension shall commence at least nine (9) months before expiration of the initial term and shall be concluded 180 days prior to the expiration of the initial term. At that time, the Town shall notify the Contractor in writing of its desire with regard to extension of the contract. Any such written notice shall be served via certified or registered mail with return receipt requested.

Section 3. DEFINITION OF TERMS

- 3.1 Authorized Representative. Any representative of the Town designated as the Town's Authorized Agent for the purpose of this contract either in a provision of the specifications or in written communications from the Town Clerk to the Contractor.

- 3.2 Automated Collection Service. Shall mean the collection of Refuse from residential customers and businesses receiving residential-type collection by means of a Cart into which all waste shall be placed, and where such Cart is designed to be, via a mechanical arm connected to the collection vehicle, attached to by the arm, then lifted, emptied and returned to the ground solely by mechanical means.

- 3.3 Biohazardous Waste. Shall mean any solid waste or liquid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biohazardous

waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans and animals, or as otherwise defined as biohazardous pursuant to Chapter 17-7, F.A.C.

- 3.4 Bulk Residential Waste. Shall mean Yard Trash, Mattresses, Furniture, Rubbish, White Goods and other waste materials other than Garbage, and excluding Construction and Demolition Debris (except for minor amounts of household remodeling waste), Infectious Waste, Biohazardous Waste or Hazardous Waste all of which are excluded from the collection services hereunder, generated by a residential customer at a residential premises, with weights or volumes greater than those allowed for Carts.
- 3.5 Carts. Shall mean automated Carts. Residential Refuse collection service or residential-style commercial collection shall utilize a cart ("Cart"), located on public right-of-way and/or property, which is a Contractor-provided container that is made with heavy-duty hard plastic or other impervious material, mounted on two wheels, equipped with a tight-fitting hinged lid, ninety-six (96) gallons in rated capacity, and designed or intended to be used for automated or residential collection service for Refuse.
- 3.6 Clean Debris. Shall mean any solid waste or liquid waste which is virtually inert and which is not a pollution threat to groundwater and surface waters and is not a fire hazard, and which is likely to retain its physical and chemical structure under expected conditions of disposal or use. The term includes contaminated concrete, including embedded pipe or steel, brick, glass, ceramics, and other waste designated by the Town.
- 3.7 Commercial Service. Shall herein refer to the service provided to business establishments, churches, schools, Multiple Dwelling Units, (unless the Multiple Dwelling Units receive residential collection service), office buildings, industrial facilities and other commercial establishments.
- 3.8 Commercial Trash. Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of Garbage, generated by the operation of stores, offices, other business places and non-residential property.
- 3.9 Construction and Demolition Debris. Shall mean materials defined as such from time to time debris that is relative to the types of materials used in the construction and/or generated caused by the demolition of a residential or commercial construction site or by demolitions of these types of facilities.
- 3.10 Containers. Shall mean those containers located on public right-of-way and/or property.
- 3.11 Curbside. Shall herein refer to the designated physical location for the placement of refuse accumulations intended for residential service collection and disposal. The designated location shall be within five (5) feet of the traveled streets, roads, or alleys or as otherwise needed to accommodate the automated collection equipment.
- 3.12 Department. Shall mean the Florida Department of Environmental Regulation.
- 3.13 Disposal Costs. Shall mean the "tipping fees" or other costs charged to the Contractor at the disposal facility used by the Contractor for disposal of the Refuse collected by the Contractor.
- 3.14 Garbage. Shall mean all kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials; and any bottles, cans or other containers, excluding recyclable containers,

utilized in normal household use, which due to their ability to retain water, may serve as a breeding place for mosquitoes and other insects.

- 3.15 Garbage Receptacle. Shall mean a Contractor owned and provided 96-gallon rollout cart, or such other receptacle approved by the Town and Contractor.
- 3.16 Garden and Yard Trash. Shall mean vegetative matter resulting from residential yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches. For the purposes of this Agreement, Garden and Yard Trash shall not exceed five (5) feet in length or forty (40) pounds in weight.
- 3.17 Hazardous Waste. Shall mean solid waste, or combination of solid waste, which because of its quantity, concentration or physical, chemical or infection characteristics may cause or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste includes, but is not limited to waste:
- that is required to be accompanied by a written manifest or shipping document describing the waste as "Hazardous Waste", pursuant to any state or federal law, including, but not limited to, the Resource Conservation and Recovery Act, 42 USC 6901, et seq. as amended and the regulations promulgated thereunder; or
- that contains polychlorinated biphenyls or any other substance the storage, treatment or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 USC 2601, et seq, as amended and the regulations promulgated thereunder; or
- that contains a "reportable quantity" of one or more "Hazardous Substances", as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. as amended and regulations promulgated thereunder or as defined under Florida Administrative Code Section 17-7.020(24) and regulations promulgated thereunder; or that contains a radioactive material the storage or disposal of which is subject to state or federal regulation.
- 3.18 Household Trash. Shall herein refer to accumulation of paper, magazines, packaging, containers, sweepings, and all other accumulations or nature of other garbage or lawn trash, which are usual to housekeeping. Special Waste, furniture, White Goods, and construction material is not Household Trash.
- 3.19 Illegal Dumps. Shall mean those piles of solid waste, special waste, trash and/or yard trash illegally disposed of on public right-of-ways and property within the limits of the Town of Howey in the Hills.
- 3.20 Industrial Waste. Shall mean wastes created as a byproduct or discard from manufacturing and industrial operations that by the nature of the wastes, such as composition, weight, or volume, would require special handling or special equipment to accommodate collection and disposal.
- 3.21 Infectious Waste. Shall mean those wastes which may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.
- 3.22 Landfill. Shall mean any solid waste land disposal area for which a permit, other than a general permit, is required by Chapter 403.707, Florida Statutes, that receives

solid waste for disposal in or upon land other than a land-spreading site, injection well, or a surface impoundment.

- 3.23 Mechanical Container. Shall mean and include any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractor.
- 3.24 Multiple Dwelling Units. Shall mean any building containing two (2) or more permanent living units, not including motels and hotels, which are serviced by mechanical Container(s).
- 3.25 Recyclables. Shall mean those items that are approved and designated by the Contractor or the Town as residential recyclable items. These items are: newspapers, plastic bottles and containers, aluminum cans, magazines, corrugated cardboard, etc.
- 3.26 Refuse. Shall mean Garbage, Commercial Trash and Household Trash, and Garden and Yard Trash. Hazardous Waste, Biohazardous Waste Infectious Waste and Recycled Material are excluded.
- 3.27 Residential Service. Shall herein refer to the Refuse collection service provided to persons occupying dwelling units within the designated area who are not receiving Commercial Service.
- 3.28 Rubbish. Shall mean waste material other than Garbage, which is usually attendant to domestic households, housekeeping, operation of stores, offices and other commercial establishments. This shall include, but is not limited to, paper, magazines, packaging, containers, rags excelsior, and other packing material, bottles and cans, excluding recyclable materials.
- 3.29 Service Area. Shall mean the area inside the Town.
- 3.30 Solid Waste. Includes refuse, yard trash, clean debris, white goods, special waste, ashes, sludge, refuse or other discarded material from residential locations.
- 3.31 Special Services. Shall mean any collection or disposal service provided which exceeds the uniform level of service provided under residential and commercial service systems and for which a special charge is applied.
- 3.32 Special Waste. Shall mean solid wastes that can require special handling and management, including, but not limited to, asbestos, white goods, whole tires, used tires, used oil, mattresses, furniture, lead-acid batteries, and biological wastes.
- 3.33 Trash. Shall mean all movable compactable articles or apparatus such as chairs, tables, sofas, mattresses, etc., for equipping a house and/or apartment.
- 3.34 Yard Trash. Shall mean vegetative matter resulting from landscaping maintenance and land clearing operations including accumulation of lawn, grass, shrubbery cuttings or clippings, and dry leaf raking, palm fronds, small tree branches (which shall not exceed five (5) feet in length and five (5) inches in diameter), bushes or shrubs, green leaf cuttings, fruits or other matter usually created as refuse in the care of lawns and yards, except large branches, trees, or non-containerized material not susceptible to normal loading and collection in loader package type sanitation equipment used for regular collections from domestic households. All yard trash shall be containerized with exceptions of small tree limbs. However, Yard Trash placed in approved receptacles may be bagged using paper products bags.

Section 4. GRANT OF RIGHT: GENERAL CONDITIONS

4.1 Exclusive Right. The Contractor shall provide Garbage, Household Trash, residential recyclables collection, and Commercial Trash collection services within the Service Area, together with any other service contained in the bid documents and Contractor's successful bid. The Contractor's successful bid and Bid Package are attached hereto and incorporated herein, and except where they conflict with this Agreement, may reflect additional obligations of the parties. The Contractor shall have and is hereby granted the exclusive right to provide residential and commercial Refuse collection service and residential recyclables collection in the Service Area in accordance with the terms of this Agreement, the Contractor's successful bid and the Bid Package. In consideration for the grant of this Franchise, Contractor shall pay to the Town a fee equal to ten percent (10%) of the fees and charges actually collected by the Contractor for the commercial collection services for each month rendered hereunder (the "Franchise Fee"). The Contractor shall pay the Franchise Fees actually collected by the Contractor to the Town on or before the 15th day of each month.

Section 5. RESIDENTIAL COLLECTION SERVICE

- 5.1 Duties. For Automated Collection Service, each single family home is required to have One (1) 96-gallon cart for residential refuse and One (1) 65-gallon recycling Cart. The garbage and recycling cart will be provided to each residential single family dwelling or designated multi-family dwelling and will remain the property of the Contractor. The Contractor shall collect and dispose of the residential household garbage twice (2) per week from all single family homes, multi-family dwelling units receiving curbside residential collection service and mobile homes in the service area of the Town. All residential household garbage must be contained within the 96-gallon cart. Recyclables collection will be collected once (1) per week, and the recyclable materials shall be placed in Contractor-provided recycling cart. All yard trash shall be placed in a container, tied or bundled and properly prepared and shall be limited to a maximum of four (4) cubic yards or ten (10) bags per week. Yard trash will be collected once (1) per week. For bulk collections, Contractor shall collect and dispose of bulk residential waste and white goods as scheduled by the resident. Residents will be charged a per cubic yard fee by the Contractor for all bulk or white good items.
- 5.2 Point of Pickup for Residential Refuse. Collection of residential Refuse and recyclables shall be at curbside or other such locations as will provide ready accessibility to Contractor's collection crew and vehicle by 6:00 a.m. of the designated collection day. Carts shall be set out as directed by the Town the Contractor so that the mechanical arm has access to the Cart. For Carts, the customer should place the Carts such that the collection vehicle and its automated arm have access to the Cart, including that the correct side of the Cart is facing the street. Customers with questions may contact the Town's Authorized Representative or the Contractor. If the customer and Contractor cannot agree upon an appropriate location for a Cart, the Town shall mediate the dispute and designate the location where collection shall occur.
- 5.3 Provision of Carts; Ownership; Repair; Replacement. Contractor, at its cost, shall purchase and deliver original Carts (one (1) Refuse Cart and one (1) Recycling cart to all single-family homes, Multiple Dwelling Units receiving curbside residential collection service and commercial collection customer locations receiving residential-type (formerly "hand rear load") collection service. If occupancy of a dwelling changes; Contractor shall deliver, at its cost, additional

Carts to the new account holder, if necessary. Such Carts are the property of the Contractor, and shall be treated accordingly by the Customer. Contractor shall retain ownership of the Carts, including all Replacement Carts or repaired Carts, for the term of this Agreement, as well as for the term of any renewal(s) or extension(s), and beyond. Upon expiration of this Agreement, including any extension(s) or renewal(s), or its termination for any reason including during any renewal(s) or extension(s), Contractor shall have the right to immediately collect all Carts from all units. Contractor shall make minor repairs to Carts, such as wheel and lid replacement, at its cost (normal wear and tear repairs). When a residential customer desires to purchase an Additional Cart, or where a Cart has been damaged by Customer negligence and the customer must replace it (a Replacement Cart), the customer shall be required to purchase such Carts from the Town at the Customer's cost. The Town shall obtain all such Carts from Contractor. A Replacement or repaired Cart is and remains the property of the Contractor in the same manner as described above for the original Carts. Additional Cart(s) purchased by the customer are the property of the customer. Contractor shall replace one stolen Refuse Cart per customer during the term of this Agreement. Contractor shall repair or replace Carts it damages.

Section 6. COMMERCIAL COLLECTION SERVICE

6.1 Duties. Contractor shall collect and dispose of Refuse from or generated by any commercial or industrial use, and any use not included within residential service.

6.2 Frequency of Collection. Commercial waste may be collected at any time and will be available one (1) time per week for individual containers to prevent containers from becoming overloaded. Frequency of dumpster pick-ups shall be as contracted for by the owner of the commercial business.

6.3 Point of Pickup for Commercial Refuse. Commercial Refuse customers shall accumulate Refuse at locations that are mutually agreed upon by the customer and Contractor.

6.4 Method of Collection of Commercial Refuse. Contractor shall make collections with as little disturbance as possible. Any Refuse spilled by Contractor, or spilled a result of Contractor missing a pick-up, shall be picked up promptly by Contractor, unless spillage is caused by overloaded containers in which case the customer shall be responsible for picking up the spillage.

6.5 Exclusions. Special Waste, Hazardous Waste, Industrial Waste, Biohazardous Waste, commercially-generated recyclables, and Construction and Demolition Debris are excluded from Contractor's obligation to collect and dispose of Commercial Refuse.

6.6 Services to Town. Notwithstanding any provision contained herein to the contrary, the Contractor agrees to provide the Town with the following service, at no cost or expense to the Town:

a). One handicapped Port – o – Potty year round at the Town's park, and no more than three standard port – o – potties at the Town's annual Christmas Event.

b). Dumpsters in sizes to be mutually agreed upon between the parties at all Town owned and operated facilities, including but not limited to: Town Hall, Town Parks and Recreational Facilities, Fire Stations, Public Works Facilities, and the removal and disposal of all solid waste contained therein.

c). Temporary dumpsters in a size to be mutually agreed upon between the parties for all Town sponsored events which are open to the general public. Contractor shall promptly remove and dispose of all solid waste contained therein following each such Town sponsored event. The services discussed in section 6.6, are provided to the Town at no cost or expense but as further consideration for the grant of the Franchise and the execution of this Agreement by the Town.

Section 7. INDUSTRIAL COLLECTION.

No Municipal Industrial Waste Collection Provided. The Contractor shall provide no industrial waste collection for the Town of Howey in the Hills. Persons and businesses generating industrial waste shall be required to dispose of same in a lawful manner by utilizing a licensed, qualified private service provider.

Section 8. SCHEDULES AND ROUTES

8.1 Schedules. Contractor shall provide the Town with schedules for all residential collection routes.

8.2 Holidays. Contractor will not provide service on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas or other holiday that coincides with the Lake County Contract. If the regular collection day falls on any of the aforementioned holidays, the Contractor shall collect the Refuse on the next day other than a Sunday for the subject route.

Section 9. CONTRACTOR'S OFFICE

The Contractor shall provide at its expense, a suitable office located in the vicinity of the Service Area with telephone service (a local number for Town residents) where any complaints shall be received, recorded and handled during normal working hours of each week and shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls.

Section 10. PAYMENT AND BILLING

10.1 Billing. Contractor shall bill the Town for services provided during the previous month and Town shall pay Contractor within 25 days of receipt of such invoice. The Town shall be responsible for billing all of the Residential and Commercial 96 gallon hand pick customers and Contractor will be responsible for billing all of the FEL Commercial customers. The rates to Town for such service shall be initially as set forth in Exhibit A.

10.2 Adjustments to Rates.

(a) Changes in Collection Price. Compensation payable to Contractor for all solid waste collection and disposal services hereunder shall be at the rates set forth on Exhibit A, and adjusted as follows: For the annual periods of this Agreement (see below), the Contractor may request a rate adjustment to reflect the Consumer Price Index ("CPI-U") Water, Sewer and Trash Collection Services (CUSR0000SEHG) as published by the U.S. Department of Labor for the immediate preceding 12 month period, which the Town will not unreasonably deny. No rate increase shall be requested for the period of October 1, 2015, through September 30, 2016. For any subsequent renewal or extension of this Agreement, the rate shall be as negotiated pursuant to Section 2 of this Agreement. The adjustment shall be based on the immediately preceding 12 month period April 1 through March 31. The rates for any subsequent renewal or extension of this Agreement beyond September 30, 2029 shall be as negotiated pursuant to Section 2 of this Agreement.

(b) Change in Law. Beginning October 1, 2016, at any time during the term of this Agreement, or any extension, the Contractor may request an increase to offset the increased costs to Contractor as a result of increases in costs of operations resulting from changes in federal, state or local environmental or other law or regulation which changes affect operations on or after the date hereof concerning the receipt, handling,

transportation, or disposal of solid waste pursuant to this Agreement. No change shall be allowed hereunder for increases due to increases in income taxes or increases already compensated for pursuant to 10.2a.

Section 11. PRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor makes the following representations and warranties:

11.1 Organization, Power and Authority. Contractor is a corporation or other legal entity duly organized and validly existing under the laws of the State of Florida, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

11.2 Due Authorization; Binding Obligation. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Contractor. This Agreement has been duly executed and delivered by Contractor and is a valued and binding obligation of Contractor enforceable in accordance with its terms.

Section 12. DEFAULT

In the event either party defaults in the performance of any obligations to be performed by it hereunder, the non-defaulting party shall give the other written notice of each default, specifying with particularity the default complained of. In the event that the defaulting party fails or refuses to cure each default, or to commence the cure of each default, within thirty (30) days from receipt of such notice, then the non-defaulting party, may at its option, sue for specific performance, sue for damages, terminate this Agreement, or otherwise pursue all its legal and available remedies. The prevailing party shall be entitled to recover all costs associated with an action to enforce this Agreement or for breach of this Agreement, including court costs and reasonable attorney's fees.

Section 13. PERMITS AND LICENSES

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance, shall maintain the same in full force and effect, and shall furnish true copies of same to the Town upon request. Contractor shall immediately notify Town of any suspension or termination of such permits and licenses.

Section 14. INSURANCE REQUIREMENTS AND PERFORMANCE BOND

14.1 Certificate. During the life of this Agreement, Contractor shall procure and maintain insurance of the types and to the limits specified below. Contractor shall provide Town with a certificate of insurance evidencing the required coverage and naming the Town as an additional insured on all but the Workers' Compensation coverage. Cancellation or modification of said insurance shall not be effected without ten (10) days prior written notice to Town.

Except as otherwise stated, the amounts and type of insurance shall conform to the following minimum requirements:

14.2 Workers' Compensation. Contractor shall provide and maintain during the life of this Agreement, at his own expense, Workers' Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance with a limit of \$1,000,000 each accident.

14.3 Comprehensive General Liability. Contractor shall provide and maintain during the life of the Agreement, at his own expense Comprehensive General Liability and shall have Town as additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy promulgated by the State Florida Insurance Commissioner.

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

14.4 Business Automobile Policy. Contractor shall provide and maintain during the life of the Agreement, at his own expense, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

14.5 Excess Umbrella Liability. \$2,000,000.

14.6 Performance Bond. Contractor shall provide Town with an annually renewable performance bond in the amount of One Hundred Thousand Dollars (\$100,000.00) for Residential Services for the faithful performance of this Agreement. Notwithstanding anything elsewhere in the Agreement to the contrary, the liability of the Principal and the Surety under this annually renewable bond is limited to a one (1) year term. Any extensions or renewals of the performance bond must be consented to in writing by the Principal and the Surety. Failure to extend or renew the performance bond by the Principal and the Surety shall not constitute a default under the bond; however, such failure shall not relieve the Contractor from the duty to furnish an adequate replacement bond for the un-expired term of this contract.

Section 15. BOOKS AND RECORDS

Town shall have the right upon reasonable notice to inspect and review Contractor's books and records regarding Contractor's performance of services hereunder. Town shall maintain such records in a confidential manner to the extent permitted by law.

Section 16. PUBLIC RECORDS

Pursuant to Florida Statute, §119.0701, the parties agree to the following

16.1 During the term of this Agreement, the Contractor shall comply with the Florida Public Records Law, to the extent such law is applicable to the Contractor. If Section 119.0701, Florida Statutes is applicable, the Contractor shall do the following: (1) Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform this service; (2) Provide the public with access to the public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the cost allowed by law; (3) Keep from disclosure those public records that are exempt or confidential; (4) Meet all requirements for retaining public records and upon termination of this Agreement, transfer, at no cost, all public records to the Town, and destroy any duplicate public records that are confidential or exempt from disclosure requirements. All records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town.

16.2 The Contractor shall keep and make available to the Town for inspection and copying, upon written request by the Town all records in the Contractor's possession relating to this Agreement. Any document submitted to the Town may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any

document in the Contractor's possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

16.3 During the term of this Agreement, the Contractor may claim that some or all of the Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. The Contractor shall clearly identify and mark Confidential Information as "Confidential Information" and the Town shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information."

16.4 The Town shall promptly notify the Contractor in writing of any request received by the Town for disclosure of the Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Contractor shall protect, defend, indemnify, and hold the Town, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the Town, at the Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this section shall continue to survive. The Contractor releases the Town from all claims and damages related to any disclosure of documents by the Town.

16.5 If the Contractor refuses to perform its duties under this section within 14 calendar days of notification by the Town that a demand has been made to disclose the Contractor's Confidential Information, then the Contractor waives its claim that any information is Confidential Information, and releases the Town from claims or damages related to the subsequent disclosure by the Town.

16.6 If the Contractor fails to comply with the Public Records Law, the Contractor shall be deemed to have breached a material provision of this Agreement.

Section 17. NOTICES

Notice sent certified mail return receipt requested to a party at its business address shown herein shall be sufficient notice whenever required for any purpose under the Agreement.

Notices shall be sent to:

For the Town:

Town of Howey in the Hills
101 North Palm Ave.
Howey in the Hills, Florida 34737

Attn: Brenda Brasher, Town Clerk

For the Contractor:

GFL Solid Waste Southeast, LLC
321 Southridge Industrial Way
Tavares, Florida 32778

Attn: Todd Strong, Regional Vice President

Section 18. SEVERABILITY

If any provisions of the Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida and jurisdiction for any dispute arising under this Agreement shall be in Lake County, Florida.

Attached Exhibits

A – Pricing Schedule

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.

ATTEST:
FLORIDA:

TOWN OF HOWEY IN THE HILLS,

By: _____
John Brock, Town clerk

By: _____
Martha MacFarlane, Mayor
(Municipal Seal)

ATTEST:

GFL Solid Waste Southeast,LLC.

By: _____
Skip McCall, Government Contracts Manager

By: _____
Todd Strong, Regional Vice President