

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Assignment of Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service from Florida Recycling Services, Inc. to Waste Services of Florida

**DEPARTMENT:** ENVIRONMENTAL SERVICES **DIVISION:** SOLID WASTE MANAGEMENT

**AUTHORIZED BY:** Robert G. Adolphe, P.E. **CONTACT:** David Gregory **EXT.** 2022

<b>Agenda Date</b> <u>09./28/04</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:**

Recommend that the Board of County Commissioners approve and authorize the Chairman to execute the Assignment of Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service from Florida Recycling Services, Inc. to Waste Services of Florida.

**BACKGROUND:**

In November 2003 Florida Recycling Services, Inc. and Seminole County entered into the Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service.

As of June 14, 2004, Florida Recycling Services, Inc. wishes to assign the rights and benefits of the Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service to Waste Services of Florida, Inc. Waste Services of Florida agrees to be bound by all of the terms and conditions of the Agreement.

<b>Reviewed by:</b>
<b>Co Atty:</b> _____
<b>DFS:</b> <u>NA</u>
<b>Other:</b> _____
<b>DCM:</b> <u>[Signature]</u>
<b>CM:</b> <u>[Signature]</u>
<b>File No.</b> <u>CESS02</u>

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

**THIS ASSIGNMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **FLORIDA RECYCLING SERVICES, INC.** whose address is 1099 Miller Drive, Altamonte Springs, Florida 32701, hereinafter called the "ASSIGNOR", **WASTE SERVICES OF FLORIDA, INC.**, whose address is 9526 Sidney Hayes Road, Orlando, Florida 32824, hereinafter called the "ASSIGNEE," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY and the ASSIGNOR entered into the Non-Exclusive Franchise Agreement For Commercial Solid Waste Collection Service on November 11, 2003, whereby the ASSIGNOR agreed to provide commercial solid waste collection services in Seminole County, Florida on a continuing basis; and

**WHEREAS**, the ASSIGNOR, as of June 14, 2004, wishes to assign the rights and benefits to ASSIGNEE; and

**WHEREAS**, both majority shareholders and executives of the ASSIGNOR desire this assignment; and

**WHEREAS**, Section 30 of the Non-Exclusive Franchise Agreement For Commercial Solid Waste Collection Service entered into between the COUNTY and the ASSIGNOR requires that the Agreement not be assigned by the parties without prior written consent of the other party, and in such cases, only by a document of equal dignity therewith; and

**WHEREAS,** the COUNTY, the ASSIGNOR and the ASSIGNEE opine that assignment of this Agreement to the ASSIGNEE will best serve the needs of all parties,

**NOW, THEREFORE,** in consideration of the mutual understandings and covenants set forth herein, the COUNTY, the ASSIGNOR and the ASSIGNEE agree as follows:

(1) The ASSIGNOR assigns all of its rights and benefits in that certain Agreement with the COUNTY, dated November 11, 2003, for the provision of commercial solid waste collection service in Seminole County, Florida to the ASSIGNEE, effective immediately.

(2) The ASSIGNEE accepts the above assignment and agrees to be bound by all of the terms and conditions of that Agreement dated November 11, 2003, to be performed on the part of the ASSIGNOR and agrees to indemnify the COUNTY against any and all liabilities under that Agreement, effective immediately.

(3) The COUNTY hereby consents to the foregoing assignments between the ASSIGNOR and the ASSIGNEE of those contracted rights and duties as set forth in the Agreement dated November 11, 2003.

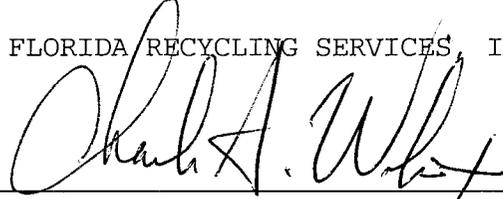
**IN WITNESS WHEREOF,** the parties hereto have made and executed this Assignment on the date below written.

ATTEST:

  
\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

FLORIDA RECYCLING SERVICES, INC.

By:   
\_\_\_\_\_  
President

Date: 8-9-2004

ATTEST:

WASTE SERVICES OF FLORIDA, INC.

Brian Gault  
Secretary

By: Charles A. White  
President

(CORPORATE SEAL)

Date: 8-9-2004

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

SED/lpk  
7/15/04  
assignment fl recycle to waste services of fl