

RESOLUTION NO: 2021-546

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF A CONSENT TO ASSIGNMENT AND TRANSFER PURSUANT TO SECTION 21 OF THE AMENDED AND RESTATED FRANCHISE AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND ADVANCED DISPOSAL SERVICES OF JACKSONVILLE, LLC; AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE CONSENT ON BEHALF OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, on or about June 4, 2014, St. Johns County ("County") and Advanced Disposal Service of Jacksonville, LLC ("Advanced") entered into an Amended and Restated Franchise Agreement for the Collection and Transportation of Residential Waste between St. Johns County, Florida and Advanced Disposal Service of Jacksonville, LLC, which has been amended on January 3, 2017 and September 19, 2019 ("Franchise Agreement"); and

WHEREAS, Section 21 of the Franchise Agreement provides that neither party thereto may sell, assign, convey, or transfer its interest in the Agreement without the prior written consent of the other, and, further, that no sale, transfer, conveyance, or transfer of Advanced's interest in the Franchise Agreement shall be valid unless and until the Board of County Commissioners of St. Johns County ("Board") approves such transaction at a duly noticed public meeting; and

WHEREAS, Section 21 further provides that, among other things, a change in the ownership, operational, or managerial portion of Advanced shall be deemed a sale and transfer of the Franchise Agreement; and

WHEREAS, on or about October 6, 2020, the Board approved St. Johns County Resolution No. 2020-369, approving the terms, provisions, conditions, and requirements of a Consent to ADS/WM Merger that, among other things, provided consent on behalf the County to the merger of Advanced Disposal Services, Inc. ("ADS"), the direct parent corporation of Advanced, with Waste Management, Inc. ("WM"); and

WHEREAS, at the time of the approval of Resolution No. 2020-369, Advanced and ADS were to survive the merger, with Advanced to remain a direct, wholly owned subsidiary of ADS, with no change in the immediate ownership of Advanced, and, it was anticipated, with Advanced continuing to provide the services pursuant to the Franchise Agreement for the time being; and

WHEREAS, WM has subsequently advised that, as part of further reorganization following the merger of ADS and WM, Advanced will be merged with and into Waste Management Inc. of Florida ("WMIF"), an indirect wholly owned subsidiary of WM, effective December 31, 2021, after which WMIF will provide service under the Franchise Agreement; and

WHEREAS, in accordance with Section 21 of the Franchise Agreement, WM has requested that the County consent to the merger of Advanced and WMIF; and

WHEREAS, the County wishes to provide its consent under the terms and conditions of the Consent to Assignment and Transfer attached hereto as Exhibit A; and

WHEREAS, the County finds that this Consent to Assignment and Transfer provides benefits to the County and thus is in the public interest.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County, Florida hereby approves the terms, provisions, conditions, and requirements of the Consent to Assignment and Transfer, and authorizes the Chair of the Board of County Commissioners to execute the Consent to Assignment and Transfer on behalf of the County, in substantially the same form and format as attached.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of December, 2021.

ST. JOHNS COUNTY, a political
subdivision of the State of Florida

By: 
Henry Dean, Chair
Board of County Commissioners

ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller

By: 
Deputy Clerk

RENDITION DATE 12-22-2021



CONSENT TO ASSIGNMENT AND TRANSFER

This **CONSENT TO ASSIGNMENT AND TRANSFER** ("Consent"), relating to the Amended and Restated Franchise Agreement for the Collection and Transportation of Residential Waste between St. Johns County, Florida and Advanced Disposal Service of Jacksonville, LLC, entered into on June 4, 2014, and amended on January 3, 2017 and September 19, 2019 ("Franchise Agreement"), is made and entered into by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida ("County"); **ADVANCED DISPOSAL SERVICES OF JACKSONVILLE, LLC**, a Delaware limited partnership, which is licensed to do business in Florida ("Assignor"), and **WASTE MANAGEMENT INC. OF FLORIDA**, a Florida corporation ("Assignee").

RECITALS

WHEREAS, on or about October 30, 2020, Waste Management, Inc. ("WMI") acquired Advanced Disposal Services, Inc. ("ADS") by acquiring all of ADS's issued and outstanding shares of stock through a merger with a WMI subsidiary, after which the ADS corporate entities, including ADS and Assignor, continued to exist as wholly owned subsidiaries within the Waste Management family of companies; and

WHEREAS, as part of further reorganization following the acquisition, Assignor will be merged with and into Assignee, an indirect wholly owned subsidiary of WMI, effective December 31, 2021, after which Assignee is proposed to provide service under the Franchise Agreement ("Merger"); and

WHEREAS, pursuant to Section 21 of the Franchise Agreement, Assignee and Assignor have requested that the County consent to the assignment and transfer of the Franchise Agreement; and

WHEREAS, the County wishes to provide its consent to the assignment and transfer of the Franchise Agreement from Assignor to Assignee under the terms and conditions contained herein; and

WHEREAS, Assignor desires to assign the Franchise Agreement to Assignee in accordance with the terms and conditions contained herein; and

WHEREAS, the County finds that this Consent provides benefits to the County and thus is in the public interest.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants contained in this Consent, and the other good and valuable consideration provided by the Parties to each other, the receipt and sufficiency of which are hereby acknowledged, the County, Assignor, and Assignee agree as follows:

1. The foregoing recitals are true and correct are incorporated herein by reference.

2. Subject to and upon the terms and conditions here, the County hereby consents to the assignment and transfer of the Franchise Agreement from Assignor to Assignee and agrees that the Merger will not result in a breach of, or default under, the Franchise Agreement.

3. By entering into this Consent, the County does not in any manner adopt, accept, or approve any of the terms or conditions of any of the agreements between Assignor and Assignee pertaining to the Merger.

4. This Consent shall not impose any additional obligations on the County or otherwise affect any of the rights of the County under the Franchise Agreement and shall not operate or be construed as any waiver of any term, condition, right, or remedy of the County under the Franchise Agreement, including but not limited to any prohibition against assignment or transfer without the County's consent as provided in Section 21 of the Franchise Agreement.

5. Effective December 31, 2021:

a. Under this Consent, Assignor hereby grants, bargains, sells, conveys, transfer, assigns, and sets over its entire rights, and delegates its entire obligations, under the Franchise Agreement to Assignee.

b. Assignee hereby accepts the assignment of the Franchise Agreement from Assignor and acknowledges and represents to County that it will comply with, abide by, and assume each and every term, obligation, condition, duty, and responsibility of Assignor set forth in the Franchise Agreement.

6. Any notices required by the terms of the Franchise Agreement shall be delivered therein to Assignee at:

Waste Management Inc. of Florida
1800 N. Military Trail
Boca Raton, Florida 33431
Attn: Legal Dept.

7. Except as otherwise set forth herein, the terms and conditions of the Franchise Agreement shall remain in full force and effect without any further action by the County, Assignor, or Assignee. In case of a perceived conflict between the terms of the Franchise Agreement and this Consent, the terms of the Franchise Agreement shall govern.

8. The individuals executing this Consent on behalf of Assignor and Assignee represent that they have full authority to execute this document on behalf of the entity for whom they are acting herein.

9. This Consent may be executed in any number of counterparts which, collectively, shall constitute one and the same instrument. Facsimile signatures shall be effective as original signatures with regard to this Consent. Each party represents to the other that the execution and delivery of this Consent by such party have been properly authorized and that all signatures are genuine.

10. This Consent will be effective on the date of the last signature of the parties hereto, but will be contingent upon the Merger closing, such that, if the Merger does not close, or if the Franchise Agreement is terminated per its terms, within ninety (90) days of the effective date of this Consent, this Consent, including the assignment and assumption set forth herein, shall be of no force and effect and shall be void, provided that the parties may renew their request for consent again at any time, so long as the Franchise Agreement remains in effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Consent to Assignment and Transfer on the respective dates set forth under each signature below.

ST. JOHNS COUNTY, a political
subdivision of the State of Florida

By: _____
Henry Dean, Chair
Board of County Commissioners

Date: _____

ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

ASSIGNOR

Advanced Disposal Services of Jacksonville,
LLC

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE

Waste Management Inc. of Florida

By: _____

Name: _____

Title: _____

Date: _____