

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	\$22,676	\$37,728	\$37,728	\$37,728	\$37,728
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$22,676	\$37,728	\$37,728	\$37,728	\$37,728
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No
 Is this item using Federal Funds: Yes No X
 Is this item using State Funds: Yes No X

Budget Account No: Fund 0001 Dept 760 Unit 7601 Object 4310

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding for the lease of the equipment is from the General Fund, with an initial payment of \$13,244. This amount includes a one-time installation fee of \$10,100, the first month's rental and administrative fees of \$3,110 and \$34, respectively. All subsequent monthly payments will be \$3,144 for the rental and administrative fees.

C. Departmental Fiscal Review: *Kyrn Sykes*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Lore Munte 4/17/2026
 OFMB
QA 4/17
 Art 417

Trudi Muck 4/21/22
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 4/23/26
 Chief Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

Summary (continued from page 1): The County may terminate early; however, such termination requires payment of the remaining balance of rent for the term. The Agreement is subject to the annual appropriation by the BCC, providing a funding-based termination option to the County. Funding for this Agreement is from the General Fund **(FDO) Countywide (MWJ)**

Background and Justification: This Agreement ensures the continued availability of properly maintained waste compactor equipment at County facilities, supporting operational efficiency, sanitation, and regulatory compliance.

COMPACTOR LEASE

THIS COMPACTOR LEASE (the "Lease"), is made March 10, 2026 by and between WASTE MANAGEMENT INC. OF FLORIDA, whose address is 8801 N.W. 91st Street Medley, FL 33178 (the "Owner"); and Palm Beach County, a political subdivision of the State of Florida, whose address is 2633 Vista Parkway West Palm Beach, FL 33411 (the "Lessee" or "County").

1. Equipment; Term. Owner does hereby lease to the Lessee, and the Lessee does hereby hire from the Owner, that certain equipment (the "Equipment") described in Exhibit "A", which is attached hereto and incorporated herein.

The term of this Lease shall be sixty (60) months (the "Initial Term"). The Initial Term shall commence the earlier of (a) the date the Equipment is offered to Lessee as available for delivery; or (b) seventy-five (75) days from the date this Lease is executed by the Lessee.

2. Site; Electrical Connections; Access. Lessee agrees to provide a proper site for the location of the Equipment. Such location shall include a stable and suitable base, adequate access and sufficient and proper electrical connections. The electrical connections necessary for the proper working of the Equipment shall be provided at the Lessee's cost and expense in accordance with the manufacturer's specifications provided to Lessee. Except where due to the negligent acts or omissions of the Owner, failure of the Equipment to operate in a proper manner by reason of any faulty electrical connection shall be the Lessee's responsibility at all times during the term of this Lease. Further, Lessee hereby agrees that Owner shall have reasonable access to said Equipment location, during Lessee's normal hours of operation or at a time mutually agreed to by the parties, with egress and ingress thereto at all times during the term of this Lease

3. Rental. Lessee agrees to pay the Owner, for the installation and rental of the Equipment as set forth in Exhibit "A" and pursuant to the Local Government Prompt Payment Act. Owner shall invoice County at: Attn: Procurement & Business Development Manager, 2633 Vista Parkway, West Palm Beach, FL 33411, on a monthly basis according to the rental pricing rate set forth in Exhibit "A". Lessee, may, at its sole option, install and rent additional equipment that is set forth in Exhibit "A" at other locations during the term of this lease, under the pricing in place at the time the additional equipment is added. The monthly rental shall be adjusted annually by the change in the "Consumer Price Index for Water, Sewer and Trash Collection Services" ("CPI") published by the U.S. Bureau of Labor Statistics, with such increase in CPI being measured from the effective date hereof, or, if applicable, Lessee's last CPI-based price increase date. An Energy surcharge will apply to the monthly rental charge, and such amounts will be calculated at the time of invoicing based on then-current applicable percentages. Information about these charges and their calculation can be found at www.wm.com/billhelp. In partnership with Paymentus, a leading third-party billing and payment solutions provider, accounts that pay their invoices online may be subject to a convenience fee (\$9.99 per transaction for commercial service; fee amount subject to change) for payments made using credit cards, debit cards and digital wallets. Lessee agrees to pay these convenience fee amounts as applicable. Owner must create a Vendor Registration Account or activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. In order for Palm Beach County to make payment, the Owner's Legal Name; Owner's Address; and Owner's TIN/FEIN Number on the Owner's invoices must be exactly the same as it appears in the County's VSS system. In no event shall the use by Owner of Lessee's or any third-party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms.

4. Indemnification. County acknowledges the waiver of sovereign immunity for liability in tort contained in F.S.768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or employment under circumstances in which County, if a private person, would be liable under the general laws of this State.

Owner agrees to indemnify, defend and hold harmless the property owner, Lessee, and its or their parents, subsidiaries and affiliates, from and against all claims and actions, including any claims and actions filed by Owner's employees, agents or subcontractors. Such indemnification shall include, but not be limited to, attorneys' fees, costs of investigation and settlement, based on or arising out of damage or injury to persons or property, to the extent caused in whole by the willful, reckless, or negligent conduct, error, omission or act of Owner or any of Owner's directors, officers, employees, agents or subcontractors, relating to or arising from the use, installation, or operation of the Equipment, the performance of this Lease, or any breach of any term of this Lease.

5. Repairs. Owner agrees that it shall maintain the Equipment and repair the same, at its own cost and expense, for proper use by the Lessee, provided that the said use by the Lessee is in the manner specified by Owner and that any abusive handling by the Lessee or use of the Equipment for purposes other than those for which the Equipment has been designed, resulting in damage to said Equipment, repairable at the cost and expense of the Lessee. Owner agrees, however, that all labor and parts necessary to keep the Equipment in good operating condition shall be at the expense and obligation of the Owner, with the exception noted. Owner reserves the right to exchange the Equipment for a comparable unit at any time for the purpose of maintenance or repair. If the Equipment cannot be repaired, and no comparable unit is available for substitution, then Owner reserves the right in its sole discretion to terminate this Lease by giving Lessee ten (10) days prior written notice. The Lessee agrees to maintain reasonable housekeeping around, under, and behind the blade of the Equipment. Any repairs necessitated due to poor housekeeping will be the responsibility of the Lessee.

6. Title; Location; Inspection; Repossession. At all times, title to the Equipment shall remain in the name of the Owner, and said Equipment shall display the name and address of the Owner, with a recitation that the same is the property of the Owner. Lessee shall at no time obliterate, obstruct or remove said display from the Equipment. It is the responsibility of the Owner to replace any such display when it is damaged or removed due to regular wear and tear. The Equipment is and shall remain, for the term of this Lease, personal property, notwithstanding any attachment of it, or part of it, to real property or improvements on such real property. The Equipment shall be located at Lessee's facilities as set forth in Exhibit "A" during all the Lease period, and shall not be removed from that location without Owner's prior consent in writing. The Owner shall have the right, upon reasonable notice and during Lessee's normal business hours, to enter the premises occupied by the Equipment and shall be given free access to such premises and afforded necessary facilities for the purpose of inspection. A breach of this Lease by the Lessee either for non-payment of undisputed rent or otherwise shall, without notice, entitle the Owner to repossess the Equipment and remove the same from the Lessee's premises without interference from the Lessee; or, the Owner, at its option, may bring such action as it deems advisable in accordance with the laws of the State of Florida to protect its title to the Equipment, the possession thereof, and collect damages, if any, for the breach of this Lease.

7. Reserved.

8. Insurance. Owner shall procure and maintain, for the Initial Term of this Lease, the following insurance or self-insurance coverage, and shall provide Lessee with a certificate evidencing same:

- a) Statutory workers' compensation and employer's liability insurance.
- b) Commercial general liability insurance on an "occurrence basis" in the amount of \$2,000,000.00 per occurrence; \$4,000,000.00 aggregate.

Owner party shall name the Lessee as an "additional insured" on the coverages set forth in paragraph (b) above, and shall provide a certificate or memorandum as to the term and coverage in force and the entities insured. Each certificate or memorandum shall provide that the insurance carrier shall provide written notice to the "additional insured" thirty (30) days in advance of any cancellation, modification or lapse.

Lessee acknowledges to be self-insured for General Liability and Automotive Liability under Florida's sovereign immunity statutes with monetary waiver limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such limits that may change and be set forth by the legislature. The Lessee acknowledges to be self-insured for Worker's Compensation & Employer's Liability Insurance in accordance with Florida Statute, Chapter 440.

When requested, Lessee agrees to provide a Certificate of Insurance evidencing self-insurance and/or sovereign immunity status.

9. **Assignment.** Owner may assign this Lease or any rights hereunder without Lessee's consent. Owner's assignee shall not be obligated to perform any of Owner's duties under the Lease, but Owner shall not, because of such assignment, be excused from performing them. Lessee acknowledges its consent to such assignment by execution hereof.

Lessee shall not assign this Lease or any Equipment herein, or any interest in such Lease or Equipment, without Owner's written consent, which consent shall not unreasonably be withheld. Lessee shall not sublet the Equipment herein, or any item of it, without Owner's written consent.

10. **Equipment Return.** Lessee agrees that, upon termination of this Lease, it shall return the Equipment in good condition, allowing for reasonable wear and tear, and free and clear of encumbrances.

11. **Equipment Removal Charge.** Upon removal of the Equipment from the Lessee's location because (a) the Lease term has ended; (b) Lessee has requested it be released from the Lease prior to expiration of the term; or (c) Lessee has defaulted, the payment of a reasonable Equipment removal charge shall be required of the Lessee. Such charge shall not exceed \$1,500.00. Such charge shall not be issuable where Lessee is terminating this Lease due to a breach of the Lease by Owner.

12. **Return of Equipment due to Lessee's Business Relocation.** In the event Lessee relocates its business to a location where the Equipment is no longer required, and Lessee terminates this Lease for that reason within the first sixty (60) months of the Lease term, Owner shall be entitled to recover from the Lessee only the unpaid balance of rent due for the remainder of the Lease. Upon payment of such remaining balance, Lessee shall have no further financial obligation to Owner arising from the early termination, and no liquidated damages, penalties, or additional charges shall apply.

13. Reserved.

14. **Default.** Should either party breach or default in the performance of any material obligation contained in this Lease and fail to cure, correct or remedy such breach or default within thirty (30) calendar days after receipt of written notice by the non-defaulting party, the non-defaulting party may terminate this Lease by written notice to the defaulting party; provided, however, that a failure to pay rent or any part thereof shall not require such notice and Owner shall have the right to terminate if such payment or part is more than fifteen (15) days late.

15. **Owner's Rights on Default by Lessee.** Upon Lessee's default or breach, Owner shall, at its option, have the right to exercise any, or all, of the following remedies:

- (a) During Lessee's normal business hours, and following reasonable notice from the Owner, enter the premises where the Equipment is located and take possession of it, or any items of it.
- (b) Terminate the Lease as to all Equipment, or any items of Equipment, after first giving Lessee five (5) days notice in writing. In such event, Owner shall, at its option, recover from Lessee the balance, if any, of rent reserved in the Lease for the remainder of the term.
- (c) Pursue any other remedy or combination of remedies legally available to Owner.

16. **Notice.** All notices under this Lease shall be delivered in person or by certified mail to an authorized representative of the party to whom delivery is made. The Owner and Lessee hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

If to the County at:

FORM VERSION 5-14-2025

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With a copy to:

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

If to Owner at:

Attn: Bob Howarth
WASTE MANAGEMENT INC. OF FLORIDA
8801 N.W. 91st Street
Medley, FL, 33178
With a copy to:
Waste Management Inc. of Florida
Attn: Legal Dept.
1800 N. Military Trail, Ste. 201
Boca Raton, FL 33431

17. **Cumulative Remedies Waiver.** All remedies under this Lease are cumulative, not alternative. Waiver of any default herein is not a waiver of a subsequent default.

18. **Successors and Assigns.** Lessee and Owner agree that the rights and obligations under this Lease shall inure to and be binding on their respective successors and assigns.

19. **Entire Agreement; Invalidation.** This Lease embodies the entire agreement between the parties as to the rental of Equipment. It may not be modified or terminated except as provided herein or by other written agreement. If any provision herein is invalid it shall be considered deleted from this Lease, and shall not invalidate the remaining provisions.

20. **Applicable Law.** This Lease is executed in Florida, and all rights and liabilities hereunder shall be determined in accordance with the law of Florida. Venue for any action or proceeding arising from this Lease shall only be in Palm Beach County, Florida.

21. **Force Majeure.** Neither party shall be liable to the other by reason of any failure or delay in the performance of its obligations due to strikes, riots, fires, explosions, acts of God, war, governmental action or any other cause beyond the reasonable control of the party affected thereby. The performance of such party shall be excused for such reasonable time as may be required to resume performance following cessation of such cause. Notwithstanding the above, the obligation to pay money shall not be subject to the provisions of this Paragraph 21.

22. **Captions.** Captions herein are for the convenience of the parties and are not part of the text of this Lease.

23. **Annual Appropriations.** The County's performance and obligation to pay under this Lease is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

24. **Palm Beach County Office of the Inspector General.** Palm Beach County has established the Office of the Inspector General, Palm Beach County Code Section 2-421, *et seq*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the Owner, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All vendors and parties doing business

with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to procurements or any resulting contract.

25. Scrutinized Companies. As provided in section 287.135, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, the Owner certifies that it, its affiliates, suppliers, sub-vendors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if Owner is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Lease may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by Owner, this Lease may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135. Said certification must also be submitted at the time of Lease renewal, if applicable.

26. Public Entity Crime Information Statement. As provided in sections 287.132-133, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Owner certifies that it, its affiliates, suppliers, sub-vendors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereon. This notice is required by section 287.133(3)(a), Florida Statutes.

27. Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern. Pursuant to section 286.101, Florida Statutes, as may be amended, by entering into this Lease or performing any work in furtherance thereof, the Owner certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

28. E-Verify - Employment Eligibility. Owner warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended, and that it is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Owner's sub-vendors performing any duties and obligations of this Contract are registered with the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

County shall terminate this Lease if it has a good faith belief that Owner has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County terminates this Lease pursuant to the above, Owner shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Lease was terminated. In the event of such lease termination, Owner shall also be liable for any additional costs incurred by County as a result of the termination.

29. Human Trafficking Affidavit. Owner warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Owner has executed Exhibit "B", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Lease this _____

Palm Beach County
a political subdivision of the State of Florida

Waste Management Inc. of Florida

Print Name: _____

Print Name: James F. Lambros

Title: _____

Title: Vice President

Sign _____

Sign: 

FORM VERSION 5-14-2025


APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

EXHIBIT A

Compactor Locations & Pricing

241-9901 BCC STATE ATTNY BLDG (LSE) 401 N DIXIE HWY, WEST PALM BEACH, FL 33401
Customer ID: 000030249232009
1-30yd self-contained
\$750.00 monthly, one time Install \$2400

241-9895 BCC JUDICIAL CENTER CO(Y)(LSE) 205 N DIXIE HWY
Customer ID: 000030249232009
1-30yd self-contained
\$750.00 monthly one time install \$2400

818-7163 WEST COUNTY JAIL (COC) 38811 JAMES WHEELER WAY, BELLE GLADE, FL 33430-5301
Customer ID: 000068639016662
Customer owned
1-2yd stationary compactor with 40yd receiver box, \$860.00 monthly one time install \$2900

818-7163 WEST COUNTY JAIL(COC) 38811 JAMES WHEELER WAY, BELLE GLADE, FL 33430-5301
Customer ID: 000068639016662
Customer owned
1-30yd self-contained, \$750.00 monthly one time install \$2400

Plus \$8.50/monthly each compactor - WM admin charge

County is exempt from Federal and State Taxes

EXHIBIT B

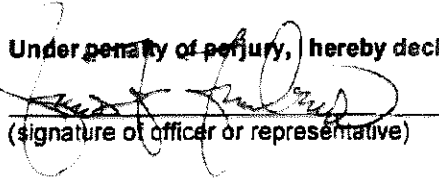
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Waste Management Inc. of Florida (Lessor) and attest that Lessor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

~~Under penalty of perjury,~~ hereby declare and affirm that the above stated facts are true and correct.


(signature of officer or representative)


James F. Lambros, Vice President
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 10th day of March 2026 by James F. Lambros.

Personally known OR produced identification .

Type of identification produced _____


NOTARY PUBLIC Nicole C. Cawley
My Commission Expires: December 31, 2026
State of Florida at large

(Notary Seal)

