

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amendments to Solid Waste Collection Franchise Agreements, Seminole County, Florida, Residential Collection Services.

DEPARTMENT: Environmental Services **DIVISION:** Solid Waste Management

AUTHORIZED BY: *John Cirello* **CONTACT:** *David Gregory* **EXT.** 2022
John Cirello, PhD., P.E. David Gregory, Manager

Agenda Date <u>09-27-05</u> Regular <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>
--

MOTION/RECOMMENDATION:

Approve Amendment to RFP-4234-04/AJR Solid Waste Collection Franchise Agreement, Seminole County, Florida, Residential Collection Services with Waste Pro of Florida, Inc.; and,

Approve Amendment to Second Amended Solid Waste Collection Franchise Agreement, Seminole County, Florida, Residential Collection Services with Waste Management, Inc. of Florida;

Approve Amendment to Second Amended Solid Waste Collection Franchise Agreement, Seminole County, Florida, Residential Collection Services with Waste Services of Florida, Inc.

BACKGROUND:

The attached amendments change the definition of "Container" in the residential solid waste collection franchise agreements to increase the accepted container size from 32 gallons to 40 gallons.

The allowed container size is being increased to provide better service to County refuse collection customers.

Reviewed by: <u>9-13-05</u>
Co Atty: <u><i>V. Denton</i></u>
DFS: <u>N/A</u>
Other: <u>N/A</u>
DCM: <u><i>SS</i></u>
CM: <u><i>[Signature]</i></u>
File No: <u>RESS01</u>

**AMENDMENT TO (RFP-4234-04/AJR)
SOLID WASTE COLLECTION FRANCHISE AGREEMENT
SEMINOLE COUNTY, FLORIDA
RESIDENTIAL COLLECTION SERVICES**

THIS AMENDMENT is made and entered into this _____ day of _____, 20__ and is to that certain Agreement made and entered into on the 25th day of February, 2005, between **WASTE PRO OF FLORIDA, INC.**, whose address is 2101 W. State Road 434, Longwood, Florida 32779, hereinafter referred to as "Contractor" 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 referred to as "County".

W I T N E S S E T H:

WHEREAS, the Contractor and County entered into the above-referenced Agreement on February 25, 2005, to set forth the terms and conditions for the Contractor to provide residential solid waste, yard waste, recycling, side door and on-call collection services in unincorporated Seminole County; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 43 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 1(j) of the Agreement is amended to read:

(j) Container. Any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A Container is also defined as a heavy duty, securely

tied, plastic bag designed for use as a garbage or yard waste receptacle. Such container, including waste materials, shall not exceed forty (40) gallons in capacity and fifty (50) pounds in weight, unless a Contractor implements (with written authorization from Contract Administrator or designee) an automated or semi-automated collection system requiring the use of some other standard container compatible with Contractor's equipment supplied by Contractor and approved by County

2. Section 7(b) of the Agreement is amended to read:

(b) Yard Waste Containers. Yard Waste shall be containerized as defined herein or tied securely in bundles not exceeding four feet (4') in length. No branches, limbs, or cuttings shall exceed four inches (4") in diameter. No receptacle or bundle shall exceed forty (40) gallons and fifty (50) pounds in weight. Containers exceeding the size or weight requirements, or the maximum number containers, may be left at the Curbside by Contractor. Contractor shall thoroughly empty all Yard Waste Containers and collect all bags and bundles, up to ten (10) total. Contractor shall not combine Yard Waste with Solid Waste or Recyclable Material or Yard Waste from outside the Service Area.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:


ROBERT J. HYRES, Vice-President
(CORPORATE SEAL)

WASTE PRO OF FLORIDA, INC.
By: 

DAVID L. DANFORD, President
Date: 6-27-05

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, 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
6/17/05
am franchise agt residential-WASTE PRO

**AMENDMENT TO SECOND AMENDED SOLID WASTE COLLECTION FRANCHISE AGREEMENT
SEMINOLE COUNTY, FLORIDA
RESIDENTIAL COLLECTION SERVICES**

THIS AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 19th day of November, 2004, between **WASTE MANAGEMENT INC. OF FLORIDA**, whose address is 1001 Fannin, Suite 4000, Houston, Texas 77002, hereinafter referred to as "Contractor" 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 referred to as "County".

W I T N E S S E T H:

WHEREAS, the Contractor and County entered into the above-referenced Agreement on November 19, 2004, to set forth the terms and conditions for the Contractor to provide residential solid waste, yard waste, recycling, side door and on-call collection services in unincorporated Seminole County; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 43 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 1(j) of the Agreement is amended to read:

(j) Container. Any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A Container is also defined as a heavy duty, securely

tied, plastic bag designed for use as a garbage or yard waste receptacle. Such container, including waste materials, shall not exceed forty (40) gallons in capacity and fifty (50) pounds in weight, unless a Contractor implements (with written authorization from Contract Administrator or designee) an automated or semi-automated collection system requiring the use of some other standard container compatible with Contractor's equipment supplied by Contractor and approved by County

2. Section 7(b) of the Agreement is amended to read:

(b) Yard Waste Containers. Yard Waste shall be containerized as defined herein or tied securely in bundles not exceeding four feet (4') in length. No branches, limbs, or cuttings shall exceed four inches (4") in diameter. No receptacle or bundle shall exceed forty (40) gallons and fifty (50) pounds in weight. Containers exceeding the size or weight requirements, or the maximum number containers, may be left at the Curbside by Contractor. Contractor shall thoroughly empty all Yard Waste Containers and collect all bags and bundles, up to ten (10) total. Contractor shall not combine Yard Waste with Solid Waste or Recyclable Material or Yard Waste from outside the Service Area.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

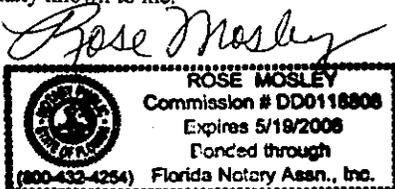
Rose Mosley
Secretary

WASTE MANAGEMENT INC. OF FLORIDA

By: Alec Pittman DM

Date: 7/18/2005

STATE OF FLORIDA, COUNTY OF Orange
The foregoing instrument was acknowledged before me this 19th day of July, 2005 by Alec Pittman, Personally known to me.



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, 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
6/17/05
am franchise agt residential-WASTE MANAGE

**AMENDMENT TO SECOND AMENDED SOLID WASTE COLLECTION FRANCHISE AGREEMENT
SEMINOLE COUNTY, FLORIDA
RESIDENTIAL COLLECTION SERVICES**

THIS AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 24th day of November, 2004, between **WASTE SERVICES OF FLORIDA, INC.**, whose address is 1121 International Boulevard, 601, Burlington Ontario 171-6Z8 Canada, hereinafter referred to as "Contractor" 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 referred to as "County".

W I T N E S S E T H:

WHEREAS, the Contractor and County entered into the above-referenced Agreement on November 24, 2004, to set forth the terms and conditions for the Contractor to provide residential solid waste, yard waste, recycling, side door and on-call collection services in unincorporated Seminole County; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 43 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 1(j) of the Agreement is amended to read:

(j) Container. Any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid

and handle(s). A Container is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage or yard waste receptacle. Such container, including waste materials, shall not exceed forty (40) gallons in capacity and fifty (50) pounds in weight, unless a Contractor implements (with written authorization from Contract Administrator or designee) an automated or semi-automated collection system requiring the use of some other standard container compatible with Contractor's equipment supplied by Contractor and approved by County

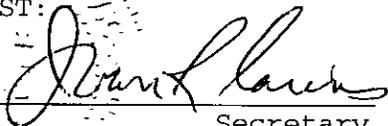
2. Section 7(b) of the Agreement is amended to read:

(b) Yard Waste Containers. Yard Waste shall be containerized as defined herein or tied securely in bundles not exceeding four feet (4') in length. No branches, limbs, or cuttings shall exceed four inches (4") in diameter. No receptacle or bundle shall exceed forty (40) gallons and fifty (50) pounds in weight. Containers exceeding the size or weight requirements, or the maximum number containers, may be left at the Curbside by Contractor. Contractor shall thoroughly empty all Yard Waste Containers and collect all bags and bundles, up to ten (10) total. Contractor shall not combine Yard Waste with Solid Waste or Recyclable Material or Yard Waste from outside the Service Area.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

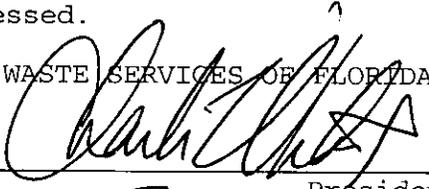
IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:


Secretary

(CORPORATE SEAL)

WASTE SERVICES OF FLORIDA, INC.

By: 
President

Date: 5-23-2005

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, 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
6/17/05
am franchise agt residential-WASTE SRVS