

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Assignment and Extension to Solid Waste Franchise Agreement Seminole County, Florida Residential Collection Service – Waste Services of Florida (formerly Florida Recycling Services)

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

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

<b>Agenda Date</b> <u>11-9-04</u> <b>Regular</b> <input checked="" type="checkbox"/> <b>Consent</b> <input 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:**

Approve and authorize Chairman to sign the Assignment and Extension to Solid Waste Franchise Agreement Seminole County, Florida Residential Collection Services with Waste Services of Florida, Inc. (formerly Florida Recycling Services, Inc.).

**BACKGROUND:**

As of June 14, 2004, Florida Recycling Services, Inc. wishes to assign the rights and benefits of its Franchise Agreement for Residential Solid Waste Collection Service to Waste Services of Florida, Inc. Florida Recycling Services was acquired by Waste Services in early 2004. Waste Services of Florida, Inc. agrees to be bound by all of the terms and conditions of the Agreement.

The current Franchise Agreement expires on December 31, 2004.

The amendment assigns the Franchise Agreement to Waste Services of Florida to provide residential solid waste collection services in the unincorporated County and extends the term of the Franchise Agreement. The extension is for a period of three months, and will extend the current agreement until March 31, 2005. The extension will allow staff the necessary time to procure residential refuse collection services for Service Area 3.

<b>Reviewed by:</b> <u><i>11-1-04</i></u> <b>Co Atty:</b> <u><i>J. DeLank</i></u> <b>DFS:</b> <u>N/A</u> <b>Other:</b> <u>N/A</u> <b>DCM:</b> <u><i>SS</i></u> <b>CM:</b> <u><i>[Signature]</i></u>  <b>File No:</b> <u>RESS05</u>
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**ASSIGNMENT AND EXTENSION TO SOLID WASTE FRANCHISE AGREEMENT  
SEMINOLE COUNTY, FLORIDA RESIDENTIAL COLLECTION SERVICE**

**THIS ASSIGNMENT AND EXTENSION TO AGREEMENT** 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 Solid Waste Franchise Agreement Seminole County, Florida Residential Collection Service dated May 18, 1994, as renewed on August 24, 1999, whereby the ASSIGNOR agreed to provide residential solid waste collection services in unincorporated Seminole County, Florida on a continuing basis; and

**WHEREAS**, the ASSIGNOR, as of June 14, 2004, wishes to assign the rights and benefits of said Agreement to ASSIGNEE and both majority shareholders and executives of the ASSIGNOR and ASSIGNEE desire this assignment; and

**WHEREAS**, said Agreement expires by its terms on December 31, 2004 and it is the desire of the parties hereto to extend for three (3) months through March 31, 2005, the terms of said Agreement, together with all other covenants and obligations therein contained; and

**WHEREAS**, Section 43 of the Solid Waste Franchise Agreement Seminole County, Florida Residential 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 parties 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 May 18, 1994, as renewed on August 24, 1999, for the provision of residential solid waste collection service in unincorporated 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 May 18, 1994, as renewed on August 24, 1999, 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 May 18, 1994, as renewed on August 24, 1999.

(4) Notwithstanding anything contained in the Agreement to the contrary, the term of the Agreement shall be extended for three (3) months, from December 31, 2004, through March 31, 2005, unless terminated sooner as provided for therein.

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

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

ATTEST:

Brian G. Yarbey  
Secretary

(CORPORATE SEAL)

FLORIDA RECYCLING SERVICES, INC.

By: Charles A. Wilkey  
President

Date: October 25, 2004

ATTEST:

Brian G. Yarbey  
Secretary

(CORPORATE SEAL)

WASTE SERVICES OF FLORIDA, INC.

By: Charles A. Wilkey  
President

Date: October 25, 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.

Approved as to form and  
legal sufficiency.

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

County Attorney  
SED/lpk  
10/20/04

assign and extend fl recycle to waste services