

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20041333

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the Fourth Amendment to the Garbage Franchise Agreement between Lee County and Waste Management of Florida, Inc. (fka) Englewood Disposal, Inc. for solid waste and recycling collection services in Lee County portion of Gasparilla Island. Collection rates remain competitive, are audited by Charlotte County and approved by Lee County.

WHY ACTION IS NECESSARY: To continue current solid waste collection services in the Boca Grande Area.

WHAT ACTION ACCOMPLISHES: Extends the current franchise service agreement through September 30, 2008 and is consistent with the other franchise agreements in Charlotte County.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 1

C8B

3. MEETING DATE:

10-26-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE
 - ORDINANCE
 - ADMIN. CODE
 - OTHER Agmt. Amendm't

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER:
- B. DEPARTMENT: Lee County-Public Works
- C. DIVISION/SECTION: Solid Waste Division
- BY: Lindsey Sampson, Solid Waste Director

DATE:

Lindsey Sampson

7. BACKGROUND:

The current agreement with Waste Management, Inc. of Florida (fka Englewood Disposal), is due to expire on September 30, 2004. The proposed amendment to the existing agreement provides for a four year extension of this agreement and removes the requirement for the collection/payment of a franchise fee. This second change is consistent with the requirements of other solid waste franchise areas in Charlotte County.

The Solid Waste Division is satisfied with the performance of the Contractor and the cost of service for the area. Collection fees for this area follow the same methodology as Charlotte County in accordance with the Interlocal Agreement between Lee and Charlotte. The term extension included in this amendment establishes the contract termination date to coincide with the termination of the other franchise hauling contracts in Charlotte County.

Additional funds are not needed, Costs for 2004/05 are budgeted and paid by the ratepayers.

Attachments:

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

A DEPARTMENT DIRECTOR	B PURCH. OR CONTRACTS	C HUMAN RESOURCES	D OTHER	E COUNTY ATTORNEY	F BUDGET SERVICES				G COUNTY MANAGER
					OA	OM	Risk	GC	
<i>County Clerk</i> 10-14-04	<i>Ready</i> 10/14/04	N/A			<i>CA</i> 10/14/04	<i>AO</i> 10/14/04	<i>SR</i> 10/14/04	<i>AO</i> 10/14/04	<i>County</i> 10-14-04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 10/14/04
Time: 1:40
Forwarded To:
Co. Admin
10/14/04

RECEIVED BY
COUNTY ADMIN: *PM*
10/14/04
3:25 pm 507
COUNTY ADMIN
FORWARDED TO: *JK*
10/14/04
4:43 pm

FOURTH AMENDMENT TO GARBAGE
FRANCHISE AGREEMENT EXTENSION

FINAL
DRAFT.

This fourth amendment to that certain Garbage Franchise Agreement Extension made between the parties on July 30, 1986, and amended October 24, 1990, February 15, 1995, and September 26, 2000 is now made and entered into this _____ day of _____, 2004, by and between Lee County ("County") and Waste Management, Inc. of Florida ("Contractor"), collectively, "the Parties".

WITNESSETH

WHEREAS, County, through its Board of County Commissioners, entered into a Garbage Franchise Agreement Extension dated July 30, 1986 with Englewood Disposal Company, Inc. to provide collection and hauling service to the Lee County portion of Gasparilla Island, a barrier island; and

WHEREAS, because Gasparilla Island, Florida, lies partially within Lee County and partially within Charlotte County, Gasparilla Island poses unique situations for the collection and disposal of solid waste collected from the Lee County portion of the Island; and

WHEREAS, the Lee County portion of Gasparilla Island can be reached solely by vehicular transportation by traveling through a substantial portion of Charlotte County to provide solid waste service; and

WHEREAS, Lee County and Charlotte County have previously recognized the uniqueness of Gasparilla Island and have worked cooperatively together for many years to provide solid waste service to the Lee County portion of Gasparilla Island to include, but not limited to, Lee County Resolution No. 81-1-12, the August 25, 1987 Interlocal

Agreement between Charlotte County and Lee County, the June 27, 1990 Interlocal Agreement for Solid Waste Collection and Disposal from Gasparilla Island, Florida, and the Amended Interlocal Agreement for Solid Waste Collection and Disposal from Gasparilla Island, approved by the Board of County Commissioners of Charlotte County on December 13, 1994 and by the Board of County Commissioners of Lee County on December 21, 1994 and amended by Amendment 1 dated November 22, 1999 and Amendment 2 dated December 16, 2003; and

WHEREAS, the Interlocal Agreement (including the 1990 Agreement, 1994 Agreement and the current Interlocal Agreement) provides that Lee County shall adopt the level of service and rates set by Charlotte County which permits the relatively small population of Gasparilla island to be included into the surrounding larger franchise area to receive the benefit for rate making purposes; and

WHEREAS, Lee County and Englewood Disposal Company, Inc. entered into and amendment to the Garbage Franchise Agreement Extension, dated October 24, 1990, to implement the June, 1990 Interlocal Agreement; and

WHEREAS, Englewood Disposal Company, Inc., nka Waste Management, Inc. of Florida has continuously provided service to the Lee County portion of Gasparilla Island; and

WHEREAS, Waste Management, Inc. of Florida serves the Charlotte County portion of Gasparilla Island and the adjacent mainland area of Charlotte County.

THEREFORE, in consideration of the foregoing and the mutual obligations and benefits flowing from each to the other, the Parties agree to amend the Garbage Franchise Agreement Extension, as amended, as set forth below;

I. ARTICLE III. TERM AND RENEWAL is amended by the following addition:

a. The term of this contract shall be extended for a period of beginning October 1, 2004 and terminating September 30, 2008.

II. ARTICLE VI. FRANCHISE FEES is amended by replacing the section in its entirety, with the following paragraphs:

Contractor shall pay no franchise fee to the County nor collect a franchise fee from its customers.

On or before the 20th day of the month that follows each of the Contractor's first three fiscal quarters during the term of this agreement, Contractor shall furnish to the County a statement showing its gross revenues received from the collection of solid waste for the preceding quarterly period for residential and commercial solid waste collection services (separate revenues received for commercial and residential). The statement shall separate the gross revenues to indicate revenue for the collection of residential waste, collection of commercial waste, revenue received for the disposal cost of commercial waste and other services provided. The quarterly statements shall also indicate calculated estimates indicating the amount of solid waste collected and disposed (tons or cubic yards) by category, i.e., commercial garbage, residential garbage, residential horticulture, commercial horticulture, etc., and provide an explanation showing how the estimates were determined.

At the end of each twelve (12) month fiscal period, Contractor shall furnish to the County a Certified CPA statement as to the gross revenues received

from the collection of solid waste (commercial and residential collection, commercial disposal, and other services separately) for the preceding 12 month period. The statement shall include the estimated amounts of solid waste collected and disposed according to the categories indicated in the above paragraph. The books, records and accounts of Contractor shall at all times be made available to the County for the purpose of determining the amount of revenue collected by the Contractor and the amount owed/paid to Lee and/or Charlotte County for commercial solid waste disposal. Contractor hereby consents that any monies that may become due to County hereunder shall constitute a lien against all of the assets of Contractor.

- III. All other provisions of the July 30, 1986 agreement as amended by the First Amendment dated October 24, 1990, the Second Amendment dated February 15, 1995, and the Third Amendment dated September 26, 2004 remain in full force and effect.

ATTEST: CHARLIE GREEN
CLERK OF THE COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

Witness

FRANCHISE HAULER
WASTE MANAGEMENT INC., OF
FLORIDA

Witness

BY: _____

APPROVED AS TO FORM:

Office of County Attorney