

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/23/2022

Contract/Lease Control #: C17-2530-PW

Procurement#: RFP PW 81-16

Contract/Lease Type: AGREEMENT

Award To/Lessee: WASTE MANAGEMENT, INC. OF FLORIDA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/01/2022

Expiration Date: 03/31/2027 W/2 5 YR RENEWALS

Description of: SOLID WASTE & RECYCLABLES COLLECTION, TRANSFER & PROCESSING/DISPOSAL AGREEMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**THIRD AMENDMENT TO THE AGREEMENT FOR RESIDENTIAL  
SOLID WASTE & RECYCLABLES COLLECTION, TRANSFER, AND  
PROCESSING/DISPOSAL SERVICES BETWEEN OKALOOSA  
COUNTY AND WASTE MANAGEMENT INC. OF FLORIDA**

**(CONTRACT NO. C17-2530-PW)**

This Third Amendment is entered into between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Waste Management Inc. of Florida (the "Contractor"), executed this 15<sup>th</sup> day of March, 2022.

**WHEREAS**, the parties entered into a Residential Solid Waste & Recyclables Collection, Transfer, and Processing/Disposal Services Agreement dated March 1, 2017, Contract No. C17-2530-PW (the "Agreement"), incorporated herein by reference; and

**WHEREAS**, the initial term of the Agreement is set to expire on March 31, 2022, and may be renewed and modified upon mutual agreement for up to three (3) additional terms of five (5) years; and

**WHEREAS**, the parties hereby wish to renew and modify the Agreement as further set forth herein.

1. **RENEWAL AND TERM.** The Agreement is renewed for the first of three (3) available five (5) year renewal terms. The effective date of this Amendment shall commence on April 1, 2022 and shall terminate on March 31, 2027. Prior to March 31, 2026, the Contractor shall provide written notice to the County regarding their intent to renew the Agreement.

2. **AMENDMENTS.** The Agreement shall be amended as set forth below:

a. Article 1, the definition of "Uncontrollable circumstances" shall be amended as follows:

Uncontrollable circumstances means those acts beyond the reasonable control of the party relying thereon which may include, but are not necessarily limited to, the following:

- a. Acts of God, such as storm, flood or earthquake;
- b. Civil disturbances, such as riots, revolutions, rebellion or insurrections;
- c. Any wars (whether declared or not), hostilities or invasions;
- d. Accidents or disruptions, such as fires or explosions; ~~or~~
- e. Labor difficulties, such as strikes, lockouts, or sabotage; or
- f. Pandemics or epidemics as declared by the Center for Disease Control or World Health Organization.

b. Article 2, sections 2.3 and 2.4 shall be amended as follows:

2.3. This Agreement may be renewed and modified upon mutual agreement and in writing by both parties for up to two ~~three~~ (2) additional terms of five (5) years.

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2.4 ——— First Contract Year

~~In order to align with County budgeting requirements, the first contract year shall begin April 2017 and conclude on September 30, 2018. Any subsequent annual fee adjustments owed to Contractor shall commence on October 1st of each calendar year. The contract termination date remains March 31, 2022 unless renewed.~~

- c. Article 3, section 3.5.8.2.2 shall be amended as follows:

3.5.8.2.2      Recyclables: Collection services shall be one Day after the normally scheduled collection day for the remainder of the week, unless specifically authorized by the County. For Holidays that fall on a Saturday, make-up collection shall be provided on Monday, unless otherwise authorized by the County.

- d. Article 3, section 3.8.9.2 shall be amended as follows:

3.8.9.2      No single frontline vehicle used to fulfill the services in this Agreement prior to 2024 shall exceed a maximum age of eleven (11) years. No single frontline vehicle placed into service in this Agreement after 2023 shall exceed a maximum age of ten (10) years. ; ~~n~~ No single reserve vehicle shall exceed a maximum age of twelve (12) years. The County reserves the right, at its discretion, to require a vehicle be taken out of service for habitual maintenance issues.

- e. Article 3, section 3.10 shall be amended as follows:

3.10      In case of a storm or hurricane, the Contract Manager may grant Contractor reasonable variance from regular schedules and routes. As soon as practical after such storm, Contractor shall advise the Contract Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In the event the County desires that Contractor aid the County's storm cleanup contractor, Contractor's cleanup activities shall be by way of a written contract specific to that event. Rates, costs, and specific cleanup activities shall be set forth. County's use of Contractor to aid the County's storm debris collection shall be limited to contracts less than \$100,000. In the event of such storm or hurricane emergency, the county reserves the right to assign route or pickup priorities as deemed necessary by the Contract Manager.

- f. Article 4, section 4.1.4 shall be deleted in its entirety:

~~4.1.4 ——— North Transfer Station~~

Effective June 1, 2022, Contractor shall assume responsibility for operating the North Transfer Station (NTS), including the operation and management

of the NTS scalehouse at the rates set forth in Exhibit 1. Before the commencement of Contractor's operation of the NTS, the County and Contractor shall conduct a joint survey to determine and document the condition of the NTS building. Once Contractor begins operations, it shall be responsible for maintenance of the building and keeping it in good repair and a workable condition, normal wear and tear excepted.

g. Article 4, section 4.2.2 shall be amended as follows:

4.2.2. Contractor shall be responsible for maintaining the Transfer Station(s) in a workable condition during the term of the Agreement. Contractor shall be responsible for maintenance of the building(s) to the extent caused by Contractor's operations, normal wear and tear excepted.

h. Article 4, section 4.2.6.1 shall be amended as follows:

4.2.6.1 Contractor shall be responsible for and shall bear all costs and expenses associated with operating and maintaining the Transfer Stations in full compliance with the FDEP Transfer Station Permits, Operations Plans, Applicable Law, and this Agreement. Contractor shall follow all County IT and operational requirements and procedures required for staff who have access to the County network. County will provide all electronic equipment having direct or indirect access to the County network. County IT will also be responsible for maintenance of computer hardware and software, as well as response to computer system operational issues, that are part of the County network.

i. Article 4, section 4.2.6.2 shall be amended as follows:

4.2.6.2 Contractor shall weigh and record all inbound and outbound vehicles carrying materials, including transfer trucks, at the STS and the NTS, once Contractor becomes responsible for operating the NTS. Each vehicle delivering waste or recyclables shall be properly identified and authorized in a manner satisfactory to the County and Contractor. Weights of all materials shall be recorded in the County's WasteWorks system.

j. Article 9, section 9.1.1. shall be amended as follows:

9.1 Effective April 1, 2022, the fees for Residential Collection Services, Transfer Station Operations, Solid Waste Processing/Disposal, and Recyclables Delivery shall be at the rates set forth in Exhibit 1 which is attached hereto and incorporated here.

9.1.1. On October 1, 2018 and October 1 of each subsequent year during the term of this Agreement, the Residential Collection Services Fee shall be adjusted. The Residential Collection Services fee adjustment calculation shall be made as specified in Exhibit 4 and shall increase by a minimum of two

percent (2%), but shall not exceed ~~five three~~ percent (53%) of the previous year's Residential Collection Services fee.

k. Article 9, section 9.5 shall be amended as follows:

9.5 On October 1, 2018 and October 1 of each subsequent year during the term of this Agreement, the Residential Collection Services Fee, Transfer Station Operations Fee, Solid Waste Processing/Disposal Fee, and Recyclables Delivery Fee shall be adjusted as specified in Exhibit 4 and shall increase by a minimum of two percent (2%), but shall not exceed ~~five three~~ percent (53%) of the previous year's fee.

l. Article 9, section 9.6 shall be amended as follows:

9.6. Change in Law and Extraordinary Fee Adjustment

9.6.1 Change in Law Fee Adjustment: Contractor may petition the County for an additional fee adjustment resulting from a Change in Law. Contractor's request shall contain substantial proof and justification to support the need for the fee adjustment. The County may request from Contractor such further information as may be reasonably necessary in making its determination. Within sixty (60) Days of receipt of the request and all other additional information required by the County, the Contract Manager shall make a determination regarding the fairness of the request and shall make a recommendation to the Board. The Board shall consider the request at a regularly scheduled meeting. If the Board approves the request, adjusted fees shall become effective upon the Board's approval. All notices to customers regarding fee adjustments must be approved by the County prior to being issued.

9.6.2 Extraordinary Fee Adjustment: Contractor may petition the County at any time for an additional fee adjustment resulting from extraordinary or unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator. Contractor's request shall contain substantial proof and justification, as determined by the County, to support the need for the fee adjustment. The County may request from the Contractor, and the Contractor shall provide, all information as may be reasonably necessary in making its determination. The Board may approve or deny the request, in whole or in part, after receipt of the request and all supporting information required by the County. All notices to customers regarding fee adjustments must be approved by the County prior to being issued.

m. Article 15, section 15.12 shall be amended as follows:

15.12 **IF THE CONTRACTOR HAS QUESTIONS**

**REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT, 302 N. WILSON ST. 54798 OLD BETHEL ROAD, CRESTVIEW, FL 32536, PHONE (850) 689-5977, riskinfo@myokaloosa.com ~~OR~~ ~~KKING@CO.OKALOOSA.FL.US.~~**

n. Article 15, section 15.13 shall be amended as follows:

15.13 The authorized representative of the Contractor shall be:

Domenica Farmer ~~David Myhan~~, Vice President  
108 Hill Ave. NW  
Fort Walton Beach, FL 32548

o. Exhibit 1 shall be deleted in its entirety and shall be replaced with the attached Exhibit 1.

p. Exhibit 4 shall be amended as follows:

Rate Adjustment for Residential Collection Service Fee,  
Transfer Station Operations Fee, Haul and Processing/  
Disposal Fee, and Recyclables Delivery Fee

The annual rate adjustment for the Residential Collection Service Fee (including fees for solid waste collection, recyclables collection, yard trash collection, 2nd solid waste car collection, and bulk waste collection in excess of contract limits), Transfer Station Operations Fee, Haul and Processing/ Disposal Fee, and Recyclables Delivery Fee shall be calculated using the U.S. Bureau of Labor Statistics Consumer Price Index for Water, Sewer and Trash Collection Services (CPI-WST)<sup>1</sup>. The CPI applied in this Agreement will ~~have CPI-U (CPI for All Urban Consumers, south region) with~~ a maximum annual increase of ~~five three percent (53%)~~ and a minimum increase of two percent (2%).

Total rate adjustment is rounded to the nearest hundredth ~~and shall never be negative or exceed three percent (3%) of the previous year's respective fee.~~ Adjustments will occur on October 1, 2022, and each October 1 thereafter during the term of this agreement. The

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<sup>1</sup> U.S. Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average, Not Seasonally Adjusted [CUUR0000SEHG], retrieved from FRED (Federal Reserve Economic Data), Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/CUUR0000SEHG>

calculated adjustment is equal to the change in the average of the 12 monthly indices of the most recent year divided by the average of the previous year's 12 monthly indices. In order to meet County budgeting obligations and timing, a year will equate to the months of March through February. For example, for the October 1, 2022, adjustment under this amended agreement, the recent year will consist of the monthly average of indices from March 2021 to February 2022 and the previous year will consist of the monthly average of indices from March 2020 to February 2021.

If any of the designated indices are discontinued or substantially altered, the County may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

3. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, ~~all terms and conditions of the Agreement between the parties, dated March 1, 2017, and any amendments thereto,~~ shall remain in full force and effect.
4. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

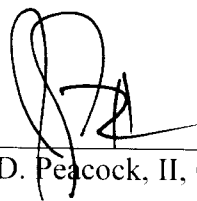
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

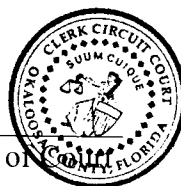
OKALOOSA COUNTY:

  
Mel Ponder, Chairman

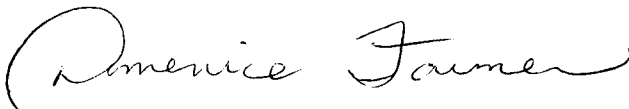


ATTEST:

  
J.D. Peacock, II, Clerk of Court



WASTE MANAGEMENT INC.  
OF FLORIDA:

  
Domenica Farmer  
Vice President



**EXHIBIT 1**

**FEES FOR RESIDENTIAL COLLECTION SERVICES, TRANSFER STATION OPERATIONS, SOLID WASTE PROCESSING/DISPOSAL AND RECYCLABLES DELIVERY**

Solid Waste Collection (including yard trash 1x per week and bulk waste 1x per week) 2x per week	\$16.46 per unit per month
Recycling Collection 1x per week	\$4.52 per unit per month
<b>TOTAL</b>	\$20.98 per unit per month
Contractor rate for servicing Residential Customer's 2nd Solid Waste Roll Cart (\$ per month)	\$9.58 each
Contractor rate structure for providing Bulk Waste Collection in excess of four cubic yards per week	\$185 call out charge plus \$12 per cubic yard
Transfer Station Operations Fee	\$9.34 per ton
Haul & Disposal of Solid Waste	\$43.88 per ton
Haul & Delivery of Recyclables (ECUA)	\$19.50 per ton
Haul & Delivery of Recyclables (IREP)	\$48.09 per ton

**RESOLUTION NO. 22 - 39**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY; ESTABLISHING RATES, FEES AND CHARGES FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES WITHIN THE UNINCORPORATED AREAS OF OKALOOSA COUNTY; REPEALING AND SUPERSEDING PRIOR AND CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Okaloosa County Board of County Commissioners (“Board”) has duly adopted Okaloosa County Code, Chapter 11, Article IV, relating to the collection and disposal of solid waste in Okaloosa County; and

**WHEREAS**, Chapter 11, Article IV, Division 1 of the County Code provides for the solid waste collection and disposal rates, fees and charges to be set by resolution of the Board; and

**WHEREAS**, the Board has reviewed staff reports, budgetary and such other information as needed to ensure that the rates, fees and charges adopted are fair and equitable to the customers of the solid waste system; and

**WHEREAS**, the Board finds that it is in the best interest of the County and the customers of the solid waste system to establish revised rates, fees and charges for solid waste collection and disposal services.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA:**

**SECTION 1. Adoption of Fee Schedule.**

The Board hereby adopts the Solid Waste Fee Schedules for Okaloosa County attached hereto as Exhibit A, which is incorporated herein by reference.

**SECTION 2. All prior and conflicting resolutions.**

All prior conflicting resolutions, shall be repealed, rescinded, superseded and replaced by this resolution.

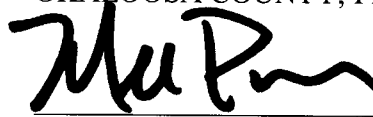
**SECTION 3. Effective Date.**

This resolution shall be effective immediately upon adoption.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, THIS 15<sup>th</sup> DAY OF MARCH, 2022.

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

By:

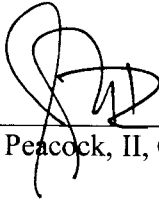


Mel Ponder, Chairman

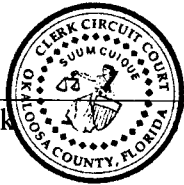


ATTEST:

By:

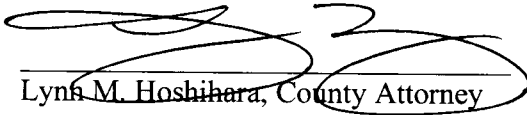


J. D. Peacock, II, Clerk



APPROVED AS TO FORM:

By:



Lynn M. Hoshihara, County Attorney

**EXHIBIT A  
FEE SCHEDULE –  
EFFECTIVE APRIL 1, 2022**

These fees are subject to an annual rate adjustment calculated using the U.S. Bureau of Labor Statistics Consumer Price Index for Water, Sewer and Trash Collection Services (CPI-wst).

**CHARGED AT THE TRANSFER STATION.**

<b>County Waste</b>	
Residential Non-Franchised Solid Waste Disposal Fee	\$ 72.34 per ton
Commercial Solid Waste Disposal Fee	\$ 78.09 per ton
<b>Yard Waste Disposal Fee</b>	
County	\$ 56.74 per ton
Commercial	\$ 56.74 per ton
<b>Municipal Waste Disposal Fees</b>	
Residential Solid Waste	\$ 64.29 per ton
Commercial Solid Waste	\$ 68.06 per ton
Residential Yard Waste	\$ 56.74 per ton
<b>Merchant Waste</b>	
Out of County	\$ 78.09 per ton
Military Yard Waste	\$ 0.00 per ton
<b>Certified Weights</b>	
Military Members with ID and current PCS Orders	\$ 0.00 per ton
Non-Military	\$ 5.00 per vehicle
<b>Recycling Fees</b>	
Tip fee on recyclable	\$55.46 per ton
<b>Minimum Tip Fee</b>	
Minimum Tip Fee	\$2.00

**OTHER USER FEES BILLED BY FRANCHISEE OR COUNTY**

<b>Single Family Unit Rates (\$ per month)</b>	
Collection (Garbage, Bulk, and Yard Trash)	\$ 16.46
County Remediation Fee (Collection)	\$ 0.55
Recycling	\$ 4.52
County Remediation Fee (Recycling)	\$ 0.21
Disposal	\$ 8.25
Contractor rate for servicing Residential Customer's 2nd Solid Waste Roll Cart (\$ per month)	\$ 9.58
Contractor rate structure for providing Bulk Waste Collection in excess of four cubic yards per week	\$185.00 Plus \$12/CY
Transfer Station Operations Fee	\$ 9.34
Haul & Disposal of Solid Waste	\$ 43.88
Haul & Delivery of Recyclables (ECUA)	\$ 19.50
Haul & Delivery of Recyclables (IREP)	\$ 48.09
Outbound MSW Disposal Waste	\$ 5.00 per transaction
C & D Host Fee	\$ 10.00/ton
Commercial Tarp Fee	\$ 10.00/visit
Residential Tarp Fee	\$ 5.00/visit
Tire Disposal	\$125.00/ton
Deposit on charge accounts	\$500 in-county/\$1,000 out of county
Deposit on line of credit related to Non-exclusive Commercial Franchise	\$2,500
Commercial Recycling and Recovered Materials per registration	\$25
Construction and Demolition Debris per registration	\$25
Non-exclusive Commercial Franchise per application	\$500