

CS 19-235

CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM1495-A1

CONTRACTOR INFORMATION

Name: Waste Management Inc. of Florida
Address: 2700 Wiles Road Pompano Beach FL 32097
City State Zip
Contractor's Administrator Name: William (Charlie) Latham Title: Government Affairs
Tel#: (904) 910-4004 Fax: _____ Email: wlatham@wm.com

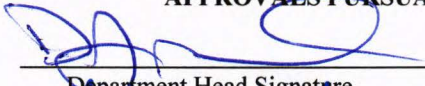
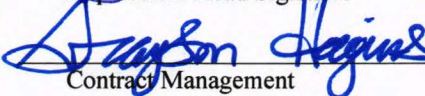

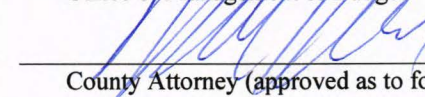
CONTRACT INFORMATION

Contract Name: Solid Waste Disposal Capacity Agreement Contract Value: As needed
Brief Description: 1st Amendment to incorporate the automatic renewal of an additional five (5) years and base rate change to incorporate other fees imposed by the State of Georgia (surcharge of \$1.50 per ton etc. 7/1/19-Support attached). Requirement of 2030 Comprehensive Plan (Article 6) Ord. 2012-20
Contract Dates : From: 10/14/09 to: 10/14/19 Status: New Renew Amend# WA/Task Order
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Prof Svc-Waste Disposal Services

If Processing an Amendment:

Contract #: CM1495 Increase Amount of Existing Contract: As needed
New Contract Dates: 10/14/19 to 10/13/24 TOTAL OR AMENDMENT AMOUNT: As needed

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.		<u>1-21-20</u>	<u>Solid Waste</u>
	Department Head Signature	Date	Submitting Department
2.		<u>1/21/20</u>	<u>01369534-543003</u>
	Contract Management	Date	Funding Source/Acct #
3.		<u>2/3/20</u>	
	Office of Management & Budget	Date	
4.		<u>2/4/20</u>	
	County Attorney (approved as to form only)	Date	

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

 2/4/20
Michael Mullin Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

**FIRST AMENDMENT TO SOLID WASTE DISPOSAL
CAPACITY AGREEMENT**

THIS FIRST AMENDMENT TO SOLID WASTE DISPOSAL CAPACITY AGREEMENT, is entered into this 23 day of April, 2020, by and between NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation, hereinafter referred to as "WASTE MANAGEMENT".

WHEREAS, the COUNTY and WASTE MANAGEMENT entered into the Solid Waste Disposal Capacity Agreement on or about October 14, 2009, (the "Agreement"); and

WHEREAS, pursuant to O.C.G.A Sec.12-8-39, the State of Georgia has implemented a surcharge of an additional \$1.50 per ton for each ton of municipal solid waste delivered to a privately operated municipal solid waste disposal facility and such surcharge will be passed through to the COUNTY; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree, each with the other, as follows:

1. **RECITALS.** All of the recitals contained herein are true and correct.
2. **TERM.** Pursuant to Section 9 of the Agreement, the parties acknowledge that the term automatically extended for five (5) years pursuant to Section 9 of the Agreement. The Agreement expires on October 13, 2024.
3. **RATES AND FEES.** Section 6 of the Agreement is modified to acknowledge that in addition to the base rate and other fees imposed by the State of Georgia, a surcharge of \$1.50 per ton for each ton of municipal solid waste delivered by or on behalf of the COUNTY will be charged to the COUNTY pursuant to O.C.G.A Sec.12-8-39.
4. **NOTICE.** Section 15 of the Agreement is amended to provide a current person and address for notices directed to WASTE MANAGEMENT:

WASTE MANAGEMENT:


David Myhan
President
Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073

5. All provisions not specifically modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their designated representatives, as of the day and year first above written.

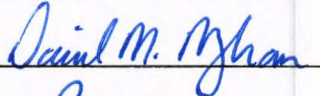
COUNTY:


BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

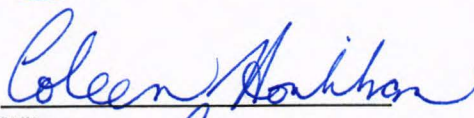
By: 
Michael Mullin, County Manager
Its: Designee
Date: 3/1/20

WASTE MANAGEMENT:

WASTE MANAGEMENT INC. OF FLORIDA

By: 
Its: PRESIDENT
Date: 04/23/2020


Witness
Printed Name: RONALD EARL


Witness
Printed Name: Colleen Houlihan

Document: O.C.G.A. § 12-8-39

O.C.G.A. § 12-8-39

Copy Citation

Current through the 2018 Extra Session of the General Assembly

**Official Code of Georgia Annotated TITLE 12. CONSERVATION AND NATURAL
RESOURCES CHAPTER 8. WASTE MANAGEMENT ARTICLE 2. SOLID WASTE
MANAGEMENT PART 1. GENERAL PROVISIONS**

§ 12-8-39. Cost reimbursement fees; surcharges.

(a) Effective January 1, 1992, each city or county which operates a municipal solid waste disposal facility is authorized and required to impose a cost reimbursement fee upon each ton of municipal solid waste or the volume equivalent of a ton, as determined by rules of the division, for each ton of municipal solid waste received at a municipal solid waste disposal facility regardless of its source. The fee imposed may be equal to, or a portion of, the true cost of providing solid waste management services on a per ton or volume equivalent as determined pursuant to the forms, rules, and procedures developed by the Department of Community Affairs.

(b) A minimum of \$1.00 per ton or volume equivalent of the cost reimbursement fee specified in this Code section which is received by the city or county, if implemented after March 30, 1990, shall be paid into a local restricted account and shall be used for solid waste management purposes only.

(c) Effective January 1, 1992, when a municipal solid waste disposal facility is operated as a joint venture by more than one city or county or combination thereof, by a special solid waste district, or by an authority, the cost reimbursement fee specified in this Code section shall be imposed by the joint operators, district, or authority and the cost reimbursement fee received shall be administered as outlined in subsection (b) of this Code section and shall be remitted into a restricted account established by the participating local governments.

(d) (1) (A) Until June 30, 2019, when a municipal solid waste disposal facility is operated by private enterprise, the host local government is authorized and required to impose a surcharge of \$1.00 per ton or volume equivalent, in addition to any other negotiated charges or fees which shall be imposed by and paid to the host local government for the facility. Except as otherwise provided in subparagraphs (B) and

(C) of this paragraph, effective July 1, 2019, when a municipal solid waste disposal facility is owned by private enterprise, the host local government is authorized and required to impose a surcharge of \$2.50 per ton or volume equivalent, in addition to any other negotiated charges or fees which shall be imposed by and paid to the host local government for the facility.

(B) When a municipal solid waste disposal facility is operated by private enterprise, the host local government is authorized and required to impose a surcharge of \$1.00 per ton or volume equivalent until June 30, 2025, and a surcharge of \$2.00 per ton or volume equivalent effective July 1, 2025, for fly ash, bottom ash, boiler slag, or flue gas desulfurization materials generated from burning coal for the purpose of generating electricity by electric utilities and independent power producers, in addition to any other negotiated charges or fees which shall be imposed by and paid to the host local government for the facility.

(C) When a municipal solid waste disposal facility is operated by private enterprise, the host local government is authorized and required to impose a surcharge of \$1.00 per ton or volume equivalent for construction or demolition waste or inert waste, in addition to any other negotiated charges or fees which shall be imposed by and paid to the host local government for the facility.

(2) (A) At least 50 percent of the surcharges collected pursuant to this subsection shall be expended for the following purposes:

(i) To offset the impact of the facility;

(ii) Public education efforts for solid waste management, hazardous waste management, and litter control;

(iii) The cost of solid waste management;

(iv) Administration of the local or regional solid waste management plan;

(v) Repair of damage to roads and highways associated with the facility;

(vi) Enhancement of litter control programs;

(vii) Ground-water and air monitoring and protection associated with the location of the facility;

(viii) Remediation and monitoring of closed or abandoned facilities within the jurisdiction of the host local government;

(ix) Infrastructure improvements associated with the facility;

(x) Allocation of such funds in any fiscal year to a reserve fund designated for use for the above purposes in future fiscal years; and

(xi) For the acquisition of property and interests in property adjacent to or in reasonable proximity to the facility upon a determination by the host local government that such acquisition will serve beautification, environmental, buffering, or recreational purposes such as will ameliorate the impact of the facility.

(B) Those surcharges not expended or allocated as provided for in subparagraph (A) of this paragraph may be used for other governmental expenses to the extent not required to meet the above or other solid waste management needs.

(3) Host local governments may negotiate for and obtain by contract surcharges higher than those set forth in this subsection; furthermore, nothing in this subsection shall reduce any such surcharge in

EXHIBIT "1"

existence on July 1, 2019.

(e)

(1) Owners or operators of any solid waste disposal facility other than an inert waste landfill as defined in regulations promulgated by the board or a private industry solid waste disposal facility shall assess and collect on behalf of the division from each disposer of waste a surcharge of 75 cent(s) per ton of solid waste disposed. Two percent of said surcharges collected may be retained by the owner or operator of any solid waste disposal facility collecting said surcharge to pay for costs associated with collecting said surcharge. Surcharges assessed and collected on behalf of the division shall be paid to the division not later than the first day of July of each year for the preceding calendar year. Any facility permitted exclusively for the disposal of construction or demolition waste that conducts recycling activities for construction or demolition materials shall receive a credit towards such surcharges of 75 cent(s) per ton of material recycled at the facility.

(2) The surcharge amount provided for in this subsection shall be subject to revision pursuant to Code Section 45-12-92.2.

(f) All surcharges required by subsection (e) of this Code section shall be paid to the division for transfer into the state treasury to the credit of the general fund. The division shall collect such fees until the unencumbered principal balance of the hazardous waste trust fund equals or exceeds \$25 million, at which time the division shall not collect any further such surcharges until the unencumbered balance in such fund equals or is less than \$12.5 million, at which time the division shall resume collection of such surcharges at the beginning of the next calendar year following the year in which such event occurs. The director shall provide written notice to all permitted solid waste disposal facilities at the time he receives notice that the unencumbered balance of such trust fund equals or exceeds \$25 million or equals or is less than \$12.5 million.

(g) Unless the requirement for the surcharge required by subsection (e) of this Code section is reimposed by the General Assembly, no such surcharge shall be collected after July 1, 2019.

(h) The division shall advertise to the public the surcharges imposed pursuant to subsection (e) of this Code section in accordance with rules promulgated by the board.

History

Code 1981, § 12-8-39, enacted by Ga. L. 1990, p. 412, § 1; Ga. L. 1992, p. 2234, § 4; Ga. L. 1992, p. 3276, §§ 15, 16; Ga. L. 2002, p. 927, § 1; Ga. L. 2011, p. 283, § 2/HB 274; Ga. L. 2012, p. 775, § 12/HB 942; Ga. L. 2013, p. 856, § 1/HB 276; Ga. L. 2018, p. 228, § 1/HB 792.

EXHIBIT "1"

Content Type:

Terms:

Narrow By: -None-

Date and Time: Mar 19, 2019 11:38:27 a.m. EDT



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WASTE MANAGEMENT INC. of FLORIDA
2700 Wiles Road
Pompano Beach, FL 33073
Coleen Houlihan, Legal Admin. Assist.
(954) 984-2012 – Phone
(954) 984-2058 – Fax
chouliha@wm.com - Email

April 23, 2020

Sharon A. Johns
Contract Specialist
Nassau County Board of County Commissioners
Contract Management Department
96135 Nassau Place, Suite 2
Yulee, FL 32097

Re: First Amendment to Solid Waste Agreement

Dear Ms. Johns:

Enclosed is the fully executed First Amendment to the Solid Waste Agreement. Should you need to reach me, please feel free to call or email. Thank you in advance.

Sincerely,

WASTE MANAGEMENT INC. of FLORIDA

A handwritten signature in blue ink that reads 'Coleen Houlihan'. The signature is written in a cursive style.

Coleen Houlihan
Legal Administrative Assistant