



Legislation Text

File #: 2022-R-06, **Version:** 1

MOTION TO ADOPT PROPOSED RESOLUTION 2022-R-06.

PROPOSED RESOLUTION 2022-R-06 IS A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AMENDED FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR SOLID WASTE DISPOSAL AND SUPPORT SERVICES, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THE AMENDED FIRST AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

SUMMARY EXPLANATION AND BACKGROUND:

1. On August 4, 2021, the City Commission adopted resolution # 3759 approving and authorizing the execution of the original agreement and first amendment to the interlocal agreement (ILA) with Broward County for Solid Waste Disposal and Support Services, for the purpose of utilizing waste-to-energy services provided by Wheelabrator Environmental Systems, Inc., and electing to use it for Yard Waste, Bulk Trash and Construction and Demolition Debris, in addition to Residential Waste and Commercial Waste.
2. The First Amendment to the ILA indicated that the City would deliver bulk waste to Broward County through the First Amendment, however the City should have left the bulk waste out of the First Amendment, as the City's hauler, Eastern Waste Systems, Inc. (EWS), has indicated the need for choices on where to dispose of the bulk waste.
3. The attached Amended First Amendment to the ILA would remove the requirement for the City, and its hauler, to deliver the bulk waste to the bulk waste facilities designated by Broward County and Wheelabrator, giving the City and its hauler flexibility in determining what bulk waste facility(ies) would be best suited for the City, the hauler, and the residents to utilize.
4. Section 3.13.5 "Potential Changes to the Disposal Facility and Location," of the City's existing agreement with EWS states:

3.13.5 Potential Changes to the Disposal Facility and Location - With the understanding that the CITY may need to change its Disposal Facility and location, the CITY has included Exhibit D which has a map that shows a 10 mile Radius Ring from the center of Pines Boulevard and Flamingo Road.

3.13.5.1 The Collection portion of the Fees outlined in this agreement shall be applicable to any Disposal Facility that may be located in the 10 mile radius ring.

3.13.5.2 In the event that CONTRACTOR proposes a change to the designated Disposal Facility;

(a) If the CITY agrees to the requested change of the designated Disposal Facility to another Disposal Facility that has a higher Disposal Fee, for some or all of the Bulk Waste, the CONTRACTOR shall hold the Disposal Fee portion of the rates at the rates set forth in this Agreement, and any future adjustments to the Disposal Fee portion of the rates, as outlined in Section 4.3.1, shall be based on the Disposal Facility and rates that were set forth in Exhibit "C."

(b) If the CONTRACTOR cannot hold the Disposal Fee portion of the rates, the CITY may negotiate the Disposal Fee portion of the rates with the CONTRACTOR due to the requested change in the Disposal Facility and the rates set forth by the proposed Disposal Facility for some or all of the Bulk Waste. In the event that the PARTIES agree to change the Disposal Facility, Exhibit "C" shall be updated with the agreed upon rates, which shall be used as the new base for any future adjustments to the Disposal Fee portion of the rates, as outlined in Section 4.3.1.

3.13.5.3 In the event that CITY proposes a change to the designated Disposal Facility, the CITY shall negotiate the Disposal Fee portion of the rates with the CONTRACTOR due to the requested change in the Disposal Facility and the rates set forth by the proposed Disposal Facility for some or all of the Bulk Waste. In the event that the PARTIES agree to change the Disposal Facility, Exhibit "C" shall be updated with the agreed upon rates, which shall be used as the new base for any future adjustments to the Disposal Fee portion of the rates, as outlined in Section 4.3.1.

3.13.5.4 Should the CITY be required by an agreement it has for solid waste disposal services with Broward County or another entity established to provide waste disposal facilities for local governments in Broward County, including entities established by state law, local ordinance or interlocal agreement, and the PARTIES are not able to renegotiate the Fees, then CITY may terminate this Agreement pursuant to the process in Section 14.2.

5. EWS has provided the attached Industrial Waste & Disposal Services Agreement with Waste Management, allowing EWS to deliver the bulk waste to the Reuter Transfer Station (20701 Pembroke Road, Pembroke Pines, FL 33029) and WM Recycling Oakes Road Transfer Station (3250 SW 50th Avenue, Davie, FL 33314) facilities. The proposed disposal facilities are within the City's 10 mile Radius Ring, therefore the City's Collection Fee shall not be impacted by this change.

6. The Industrial Waste & Disposal Services Agreement with Waste Management states that the rate for disposal at the WM Recycling Oakes Road Transfer Station would be \$38.02 per ton, which is the same rate the City is currently offered through the Interlocal Agreement with Broward County. However, the per ton rate for the Reuter Transfer Station shall be \$52.00 per ton. EWS shall absorb the additional disposal costs from Waste Management, therefore the City's Disposal Fee shall not be impacted by this change.

7. EWS anticipates that approximately 700 tons of Bulk Waste will be delivered to the Reuter Transfer Station per month, in lieu of the current disposal location.

8. This proposed change shall have no impact on the City of Pembroke Pines rates or its residents' rates.

9. On May 26, 2022, after the agenda item was already published, Broward County informed the City that if Yard Waste is collected as part of the City's Bulk Waste, then Yard Waste should also be unchecked in the Amended First Amendment. The City's current Franchise Agreement with EWS allows residents to commingle bulk trash and bulk yard waste in the same bulk waste pile. As a result, the attached Amended First Amendment to the ILA has been revised to remove the requirement for the City, and its hauler, to deliver both the Yard Waste and Bulk Waste to the facilities designated by Broward County and Wheelabrator.

10. Recommend the City Commission to adopt Proposed Resolution No. 2022-R-06 approving and authorizing the amended first amendment to the interlocal agreement with Broward County for Solid Waste Disposal and Support Services.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** Not Applicable.
- b) **Amount budgeted for this item in Account No:** Not Applicable.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.