

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF
HOLLYWOOD, FLORIDA AND WASTE CONNECTIONS OF FLORIDA, F/K/A
PROGRESSIVE WASTE SOLUTIONS OF FL, INC. FOR RECYCLING
PROCESSING SERVICES**

THIS THIRD AMENDMENT to the Agreement dated May 7, 2014, is made and entered into on _____, 2023, by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and Waste Connections of Florida, f/k/a Progressive Waste Solutions of FL, Inc., a Florida Corporation, authorized to do business in the State of Florida ("Vendor").

RECITALS

WHEREAS, on May 7, 2014, the City and Progressive Waste Solutions of FL, Inc. f/k/a Waste Services of Florida, Inc. and now known as Waste Connections of Florida, entered into an agreement pursuant to Bid No. 4365-13-IS for Progressive Waste Solutions, of FL, Inc. to provide recycling processing services; and

WHEREAS, on June 6, 2018, the City Commission passed and adopted Resolution No. R-2018-193 which approved and authorized the execution of a First Amendment to the Agreement to allow for an interim contract term and revised compensation in order to allow the City to evaluate its Recyclables Processing Services; and

WHEREAS, on June 19, 2019, the City Commission passed and adopted Resolution No. R-2019-165 which approved and authorized the execution of a Second Amendment to the Agreement to provide for a term and revise compensation; and

WHEREAS, on _____, 2023, the City Commission passed and adopted Resolution No. R-2023- _____ which approved and authorized this Third Amendment to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. That Article II of the Agreement entitled "Term" is amended as follows:

The term of this Agreement shall be from July 3, 2023 to July 2, 2028.

2. That Article IV of the Agreement entitled "Revenue" is hereby amended as follows:

That the City shall pay the Vendor a Recyclables Processing Fee in the amount of \$181.00 per ton for deliveries deemed to be under 50% contamination. Contamination above 50% shall be treated as municipal solid waste and disposed of and charged to the City at the current rate of \$61.81 per ton.

3. That Section 1. 17 entitled "Definitions" shall be amended to include the following:

Contamination means non-recyclable materials found in the Program Recyclables stream, except for de minimis materials often placed with Recyclable Materials such as caps and labels.

4. That Exhibit " A" entitled Scope of Work, Technical Specifications/ Scope of Services for Recyclables Processing is amended and restated as more specifically set forth in the attached Exhibit " A".
5. That all other terms and conditions of the May 7, 2014 Agreement shall remain in full force and effect.

(This space intentionally left blank.)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY OF HOLLYWOOD, a municipal Corporation of the State of Florida

Patricia A. Cerny, MMC
City Clerk

By: _____
Josh Levy, Mayor

Approved as to Form:

Approved by: _____
David Keller, Director
Financial Services

Douglas R. Gonzales
City Attorney

Witness:

Progressive Waste Solutions of FL, Inc.
d/b/a Waste Connections of Florida

Secretary
Print Name: _____

By: _____
Signature
Title: _____