

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

THIS FOURTH AMENDMENT to the Agreement dated May 8, 2014, is made and entered into on _____, 2025, by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and Waste Connections of Florida, Inc. f/k/a Progressive Waste Solutions of FL, Inc., a Delaware 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 ("Agreement"); 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 October 18, 2023, the City Commission passed and adopted Resolution No. R-2023-336 which approved and authorized the Third Amendment to the Agreement; and

WHEREAS, on December 3, 2024, the City and Vendor each rescinded their prior terminations of the Agreement and the various Amendments with the intent that the Agreement continue in full force and effect under the amended Agreement as further amended by this Fourth Amendment; and

WHEREAS, on January __, 2025, the City Commission passed and adopted Resolution No. R-2025-_____ which approved and authorized this Fourth 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 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 \$152.00 per ton reduced from \$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 then current City contracted rate with Vendor for disposal of municipal solid waste.

2. That all other terms and conditions of the May 7, 2014, Agreement as from time to time amended shall remain in full force and effect.

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: _____
Stephanie Tinsley, Director
Financial Services

Damaris Henlon
Interim City Attorney

Witness:

Waste Connections of Florida, Inc.

Secretary
Print Name: _____

By: _____
Signature
Title: _____