

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF
HOLLYWOOD, FLORIDA AND WASTE CONNECTIONS OF FLORIDA, INC.
FOR SOLID WASTE DISPOSAL SERVICES**

THIS THIRD AMENDMENT to the Agreement dated July 3, 2013, is hereby 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, Inc., a Delaware Corporation, authorized to do business in the State of Florida ("Vendor").

RECITALS

WHEREAS, on July 1, 2013, the City and Progressive Waste Solutions of FL, Inc. and now known as Waste Connections of Florida, Inc. entered into an agreement pursuant to Bid No. 4365-13-IS for Progressive Waste Solutions, of FL, Inc. to provide solid waste disposal services; and

WHEREAS, on June 6, 2018, the City Commission passed and adopted Resolution No. R-2018-192 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 Solid Waste Disposal Services; and

WHEREAS, on June 19, 2019, the City Commission passed and adopted Resolution No. R-2019-164 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, 2018 to July 2, 2023. The parties may renew this Agreement for one additional five year term under the same terms and conditions.~~

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

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

That the City shall pay the Vendor a Solid Waste Disposal Fee in the amount of ~~\$41.08~~ \$61.81 per ton. Said Disposal Fees are subject to any CPI adjustments within 30 days written notice of such adjustment in accordance with the original agreement dated July 3, 2013. Payment of said Disposal Fee shall be pursuant to the IFB Documents. Beginning on July 3, 2024 and on each subsequent July 3 during the term of the Agreement, the increase (CPI) of disposal service charges, shall be at 100% of the annual change in the CPI, but shall not exceed 5%. Further the CPI calculation of the disposal price per ton shall never result in a reduction, the disposal price adjustment shall always be equal to or greater than zero.

3. All other terms and conditions of the July 3, 2013 Agreement shall remain in full force and effect and this Third Amendment shall supersede the First Amendment and Second Amendment.

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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:

Waste Connections of Florida, Inc.

Secretary
Print Name: _____

By: _____
Signature
Title: _____