

FOURTH AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF HOLLYWOOD, FLORIDA AND WASTE PRO OF FLORIDA, INC. FOR SOLID WASTE AND COMMINGLED WASTE COLLECTION SERVICES

THIS FOURTH AMENDMENT to the Agreement ("Agreement") dated January 15, 2009 and the Third Amendment dated October 21, 2015, is hereby made and entered into on _____, 2018, by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and Waste Pro of Florida, Inc. a Florida Corporation, authorized to do business in the State of Florida ("Waste Pro").

RECITALS

WHEREAS, on January 15, 2009, the City and Waste Pro entered into an agreement pursuant to Invitation for Bid No. F-4153-08-LS for Waste Pro to provide solid waste and commingled waste collection services; and

WHEREAS, on June 21, 2012, the City and Waste Pro amended the agreement to revise the residential account figures to properly reflect the collection services provided by Waste Pro; and

WHEREAS, on September 10, 2012, a Second Amendment to the agreement was entered into by the parties for the provision of enhanced sanitation collection services; and

WHEREAS, on October 21, 2015, a Third Amendment to the agreement was entered into by the parties to add 81 homes collectively from Arapahoe Farms and Young Israel to the residential account figures under the agreement; and

WHEREAS, the City Commission has directed the Department of Public Works to conduct a solid waste analysis, researching various options for solid waste services, including but not limited to commingled disposal services; and

WHEREAS, the Department of Public Works has contracted with a Solid Waste Consultant that specializes in consulting and procurement services in the area of solid waste; and

WHEREAS, the current contract with Waste Pro will expire on January 31, 2019, unless renewed by the parties for an additional two year period; and

WHEREAS, as the solid waste analysis will overlap with any renewal of the services provided by Waste Pro under the existing contract, City staff determined that it is necessary to shorten the renewal term in order to allow both the City and Vendor to explore the various options determined by the Consultant's analysis and to have continuity to provide the services during said timeframe; and

WHEREAS, Waste Pro has agreed to offer the City an interim agreement, and it is in the City's best interest to extend the current agreement from January 31, 2019 to July 31, 2019, which includes a unit rate increase from \$13.20 per month to \$14.95 per month effective January 31, 2019.

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 effective January 31, 2019, the term of the agreement shall commence on January 31, 2019 through July 31, 2019. Waste Pro shall continue to provide services under the existing agreement and any applicable amendments thereto. Further, Waste Pro agrees to provide same services under the same terms and conditions during the term new term commencing January 31, 2019 through July 31, 2019.
2. That Article XV entitled "Account and Payment Obligations for Solid Waste Collection" is hereby amended as follows:

The parties hereby agree that the adjustment in account figures is retroactive to January 1, 2012 and that Waste Pro shall not have the right to seek any further adjustments in the account figures from any previous years or in the future. The City's payment obligation for the term of this Agreement shall be based upon collection services provided by Waste Pro for 34,659 residential accounts. At no time during the term of this Agreement shall the number of residential accounts be adjusted.

The firm fixed monthly price, including all associated costs for the twice weekly solid waste collection and once monthly commingled collection services for the 34,659 residential accounts shall be based upon the following effective January 31, 2019:

Unit Price Per Month

Total Price Monthly

~~\$13.20~~ \$14.95

~~\$457,798.80~~ \$518,152.05

3. All other terms and conditions of the January 15, 2009 Agreement, Second, and Third Amendments shall remain in full force and effect and this Fourth Amendment supersedes the Third Amendment dated October 21, 2015 only as to the revisions as set forth above.

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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 & LEGAL Sufficiency for the use and reliance of the City of Hollywood, Florida, only.

Approved by: _____
Cintya Ramos, Director
Financial Services

Douglas R. Gonzales, City Attorney

Vendor

Witness:

Waste Pro of Florida, Inc.

Secretary
Print Name: _____

By: _____
Signature
Title: _____