

FIRST AMENDMENT TO SOLID WASTE COLLECTION AND HAULING SERVICES
FRANCHISE BETWEEN CITY OF LAUDERHILL
AND WASTE MANAGEMENT INC. OF FLORIDA

THIS FIRST AMENDMENT, is made and entered into this ____ day of _____, 2020, by and between the CITY OF LAUDERHILL, FLORIDA, a municipal corporation organized and existing under the laws of Florida ("City") and WASTE MANAGEMENT INC. OF FLORIDA, (hereinafter called "WMIF"), a Florida corporation, with offices at 2700 Wiles Road, Pompano Beach, FL 33073.

WITNESSETH

WHEREAS, the parties entered into that certain Agreement for Collection and Disposal of Solid Waste and Recyclable Materials effective October 1, 2016 ("Franchise Agreement"); and

WHEREAS, the parties desire to modify the Franchise Agreement and the City has determined that these modifications are in the best interests of the City and its residents.

NOW, THEREFORE, in consideration of these premises and the mutual undertakings hereinafter stated, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Article A, **Term** is modified by adding the following:

The parties hereby agree to exercise the five-year renewal term and accordingly the term shall end September 30, 2024.

2. Article D (8) **Advertising** is modified by changing the last sentence to read as follows:

The City will use its best efforts to provide this notification once per year no later than November 1.

3. Article E (10) **Natural Disaster** is modified to read as follows:

In the event of a hurricane, storm, tornado, act of God, or other natural disaster, the Contractor shall provide disposal capacity for the City's vegetative debris, (trees, tree limbs, branches, palm fronds, and other clean vegetative waste that has been chipped or mulched) and mixed waste (vegetative debris and/or other vegetative material that is mixed with construction and demolition debris and/or Class III waste) that has been generated by the natural disaster. Disposal capacity for the City's vegetative and mixed waste from the natural disaster shall be provided at a facility owned, operated or with which Contractor has a contractual relationship. The cost for disposal shall be provided to the City promptly upon City's request to utilize such capacity.

4. New Article D (10) is added as follows:

City shall provide to Contractor a current unit count of all residential and multi-family units within thirty (30) days of the execution of this First Amendment and annually thereafter by March 1.

5. Article F **Commercial Collection** Section 5 **Commercial Containers** is modified by adding the following:

CLEAN PILOT Program:

Overfilling containers present safety and health risks to the residents of the City. In the event Contractor determines that a customer's container is overfilled with waste and/or recyclables during a collection event, Contractor shall take a digital photograph of the overfilled container in such a manner to present evidence of such overfilling. For purposes of this section, "Overfilling" is defined as a container overloaded such that the lid does not close securely and is displaced by at least ten (10) inches.

Contractor shall provide to multifamily and commercial customers a written notice at least thirty days prior to the start of the CLEAN Program that the program is commencing. The notice may be by flyer, email, entry on invoice or similar document. City shall provide Contractor with a current list of contact persons with email addresses for multifamily and commercial customers for this purpose.

Contractor shall provide to the City a list of customers with overfilled containers. For such customers with overfilled containers, Contractor shall provide the customer with a one-time email warning explaining the issues with the dumpster and solutions available to address this problem. The email will contain a contact phone number to allow the customer to adjust its service levels before the customer is charged. If the warning notice is provided and the customer receives another violation, the City or Contractor (depending on which entity does the billing) shall provide the customer a charge for such Overfilling on the customer's next invoice. For each event of Overfilling, the customer shall be charged \$200.00.

Once collected from the customer, Contractor shall pay to the City \$46 (if City bills the customer) or \$36 (if Contractor bills the customer) as a franchise fee. The procedure for same shall be as follows: (1) for those customers billed by the City, Overfilling charges paid shall be aggregated and paid to the Contractor monthly in arrears by the 15th day of the month following receipt. Contractor shall pay the City the appropriate franchise fees within 15 days of receipt from the City of the Overfilling charges; (2) for those customers billed by Contractor, franchise fees for Overfilling charges shall be aggregated and paid to the City monthly in arrears by the 15th day of the month following receipt. Overfilling charges shall not exceed \$800.00 per month per customer. Contractor shall take reasonable steps to seek to increase the customer's level of service by offering to provide a larger container for the customer and/or by offering to increase the frequency of service at the appropriate rate. Provided that the customer agrees to modify the container size or service frequency to the appropriate level, Contractor will credit the customer \$200.00.

For purposes of this Section, all notices shall be provided to the address of record provided to Contractor.

This is a pilot program that shall begin January 1, 2020 and end December 31, 2020 if either party objects to the program by providing the other with written notice by November 1, 2020, the program will end on December 31, 2020. If neither party objects, the program will continue during the life of the contract.

6. Article H **City Service** is modified as follows:

Items F and H are deleted.

In place of same, the Contractor agrees to provide the City up to a total of Twenty-Five Thousand Dollars (\$25,000)-per contract year for these services. On October 1 of each year, the City shall receive a check from Contractor for the services provided in section f and h.

Item G is modified to provide that the City will contract directly with a service provider who will collect, manage, transport and dispose of such medical waste from fire stations and the police department. Contractor will reimburse the City for such costs not exceeding \$5000 per month.

7. Article J **Basic Compensation of Contractor** Section 1 is modified as follows:

For adjustments to the collection and maintenance component of the residential rate, the Consumer Price Index to be used for the calculation is the Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services series CUUR0000SEHG, as published by the Bureau of Labor Statistics. One hundred percent (100%) of the percentage change shall be utilized not to exceed 5% per annum. All other provisions of this Section 1 shall remain unchanged. These changes shall affect the garbage rates effective October 1, 2020 in FY 20/21.

8. New Exhibit A rate structure for the City of Lauderhill is attached hereto and made a part hereof and shall be effective October 1, 2020. Exhibit A shall be adjusted pursuant to the Franchise Agreement for any changes in disposal costs effective October 1, 2020.

9. The City agrees to consider providing Dr. Martin Luther King Day as a no collection day, if Contractor provides this holiday off to its drivers throughout Broward County, Florida.

10. All terms not specifically modified herein shall remain unaltered and in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized or have hereunto set their hands and seals in duplicate as of the day and year first above written.

CITY OF LAUDERHILL, FLORIDA

By: _____

Attest:

By: _____

Approved as to form:

By: _____

WASTE MANAGEMENT INC. OF FLORIDA

By: _____

Its: _____

Attest:
