



**CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444**

**AMENDMENT NO. 3 TO
SOLICITATION NO. 2014-38
SOLID WASTE AND RECYCLING COLLECTION
FRANCHISE AGREEMENT**

WASTE MANAGEMENT INC. OF FLORIDA

CITY OF DELRAY BEACH
AMENDMENT NO. 3 TO
SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT

THIS AMENDMENT NO. 3 to the Solid Waste and Recycling Collection Franchise Agreement dated March 9, 2015, by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and Waste Management Inc. of Florida (hereinafter referred to as "Contractor" a Florida corporation authorized to do business in the State of Florida, is entered into this 15 day of October 2019.

WITNESSETH:

WHEREAS, the Franchise Agreement dated March 9, 2015, was initially issued to Southern Waste Systems, LLC. It was assigned to Waste Management on December 14, 2015; and

WHEREAS, the parties desire to amend the Agreement to update Exhibit 13 Optional Benefits and Services; and

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The recitations set forth above are incorporated herein.
2. Exhibit 13 Optional Benefits and Services, shall be replaced with a new Exhibit 13, as attached.
3. Except as provided herein, all other terms and conditions of the Franchise Agreement remain in full force and effect and are hereby confirmed. The Franchise Agreement, Amendment No. 1, Amendment No. 2 and this Amendment No. 3 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Contractor hereto have executed this Amendment as of the day and year first above written.

ATTEST:

Katerri Johnson
Katerri Johnson, City Clerk

CITY OF DELRAY BEACH

BY: Shelly Petrolia
Shelly Petrolia, City Mayor

Approved as to form for legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney

CONTRACTOR

By: David M. Myhan
DAVID M. MYHAN, PRES.

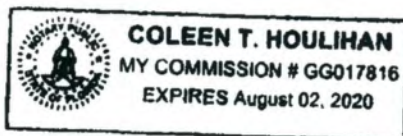
Printed Name PRESIDENT

Title

(SEAL)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 16 day of September, 2019, by DAVID M. MYHAN, PRES., as President (name of officer or agent, title of officer or agent), of WASTE MANAGEMENT INC. OF FLORIDA (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.



Coleen T. Houlihan
Notary Public – State of

Exhibit 13

OPTIONAL BENEFITS AND SERVICES

The Contractor shall provide additional services to the City in compliance with the requirements in the Exhibit 13. These services were proposed by the Contractor in its response to the City's RFP and they constitute Optional Benefits for the City and its residents. These Optional Benefits shall be provided to the City, without charge, each Operating Year. If the City determines that a recipient of optional benefits is no longer located in nor operating in the City, the funds may be redirected to a non-profit event or agency selected jointly by the City and the Contractor.

1. Recycle Delray!

The Contractor shall work with the "Recycle Delray" program to promote recycling through community events and outreach programs for local schools and businesses. The contractor shall provide at least Two Thousand Dollars (\$2,000) in financial contributions, plus in-kind time and marketing resources.

2. Delray Beach Public Library

The Contractor shall donate at least Two Thousand Five Hundred Dollars (\$2,500) annually to the Delray Beach Public Library.

3. Keep America Beautiful Coastal Cleanups

The Contractor shall support the coastal cleanup program conducted by Keep America Beautiful. The contractor shall donate at least Two Hundred Fifty Dollars (\$250) to each local youth program that sends volunteers to the cleanup, up to a maximum amount of Two Thousand Five Hundred Dollars (\$2,500) per cleanup. In addition, the Contractor shall contribute One Thousand Dollars (\$1,000) as a sponsor for each cleanup. This cash commitment is limited to one coastal cleanup event per year. The total value of these contributions to the coastal cleanup program shall be at least Three Thousand Five Hundred Dollars (\$3,500) each year.

4. Annual Shredder Day

Once each year, the Contractor shall provide free shredding services to the City and its residents at a mutually agreeable location in the City. The value of this service is estimated to be at least Three Thousand Five Hundred Dollars (\$3,500) each year.

5. New Trucks and New Equipment

At the start of the contract, The Contractor shall purchase at least One Thousand One Hundred Fifty Dollars (\$1,150) of new Mechanical Containers and a new fleet of vehicles that the Contractor shall use when providing Collection Services in the City. On the Commencement Date, the average age of the Contractor's vehicles, including spare and reserve vehicles, shall be one year or less.

6. Portable Restrooms for City Events

The Contractor shall provide funds to the City for portable restroom services for the following annual events:

- (a) The City's First Night Celebration;
- (b) the City's annual Christmas Tree Lighting; and
- (c) the City's Fourth of July Celebration.

The Contractor estimates that these services shall have a value in excess of Ten Thousand Dollars (\$10,000) each year.

7. Sponsorship of City Events

Annually, the Contractor shall provide Ten Thousand Dollars (\$10,000) cash to the City, who, in its sole discretion, shall donate to one or more non-profit organizations which substantially contribute to the City of Delray Beach.

8. Waste Removal Services for the City's St. Patrick's Day Parade and Delray Affair.

The Contractor shall provide waste removal services each year for the City's St. Patrick's Day Parade and the City's Delray Affair. The contractor estimates the value of these services shall be at least Two Thousand Five Hundred Dollars (\$2,500) each year.

9. Portable Restrooms for Additional Events

The Contractor will provide services for five (5) different events sponsored by the Delray Chamber of Commerce and/or the Chamber's affiliates. More specifically, the Contractor shall provide funds to the City for portable restrooms for five (5) events. In this manner, the Contractor shall provide benefits worth at least Ten Thousand Dollars (\$10,000) per year.

10. Delray Chamber of Commerce

The Contractor shall provide a cash donation of Ten Thousand Dollars (\$10,000) each year to the Delray Chamber of Commerce and/or the Chamber's affiliates for the sponsorship of community events, including but not limited to the Delray Affair.

11. You Recycle, We Replant

The Contractor shall work with the City to plant trees in public places where there is a need to add or replace trees. The Contractor shall work with the City's Public Works Department to provide in-kind donations, trucking, and labor worth at least Five Thousand Dollars (\$5,000) annually.

12. Pine Grove Elementary School Safety Patrol and Carver Middle School

The Contractor shall provide a cash contribution each year in the amount of Two Thousand Five Hundred Dollars (\$2,500) to support the Pine Grove Elementary School's Safety Patrol and the school's annual trip to Washington, D.C. The Contractor shall provide a cash contribution each year in the amount of Five Thousand Dollars (\$5,000) to support the Carver Middle School robotics or equivalent program.

13. The Contractor shall provide a cash contribution each year of the Agreement in the amount of Five Thousand Dollars (\$5,000) to support Orchard View Elementary School.

14. The Contractor shall provide a cash contribution each year of the Agreement in the amount of Five Thousand Dollars (\$5,000) to support 4 Knowledge is Power College Tour.

15. Guaranteed Benefits for the City and Community

In paragraphs 1 through 4 and 6 through 14 above, the Contractor agrees to provide financial contributions and in-kind services worth at least Sixty-Six Thousand Five Hundred Dollars (\$66,500) each Operating Year during the term of the Agreement, beginning with the Operating Year that starts on October 1, 2015. Upon request, the Contractor shall provide documentation to the City demonstrating that the Contractor has satisfied these financial commitments. If at any time the City reasonably concludes that the Contractor has not fully satisfied these commitments, the Contractor shall remedy the shortfall in its spending within twelve (12) months after receiving notice from the City. In such circumstances, the City and the Contractor shall work together to identify mutually acceptable projects that the Contractor shall support with cash or in-kind contributions to remedy the shortfall. The Contractor also may remedy any shortfall by increasing its contributions to the activities and projects identified in this Exhibit 13.

Notwithstanding the foregoing, the City recognizes that the Contractor may not make contributions worth Sixty-Six Thousand Five Hundred Dollars (\$66,500) during the First Operating Year because the First Operating Year (i.e., June 1, 2015 to September 30, 2015) will be less than twelve (12) calendar months in duration. During the First Operating Year, the Contractor shall support all of the community events that are described above in paragraphs 1 through 4 and 6 through 12, if such events occur during the First Operating Year. In addition, during the First Operating Year, the Contractor shall provide the funds and services described in paragraphs 1, 2, 4, 11 and 12, above. Funds for the services described in paragraph 7 shall be paid pro-rata during the First Operating Year. Subject to the City's written approval, the City and Contractor may mutually agree to substitute similar programs and benefits of at least equal or greater value than as described above.