

THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND WASTE MANAGEMENT
INC. OF FLORIDA FOR TRASH TRANSFER STATIONS AND DISPOSAL SERVICES

This Third Amendment (the "Third Amendment") to the Agreement between Broward County ("County"), a political subdivision of the State of Florida, and Waste Management Inc. of Florida ("WMI"), a Florida corporation (collectively, the "Parties"), is entered into and effective as of the date the Third Amendment is fully executed by the Parties ("Effective Date").

Recitals

A. The Parties entered into an agreement dated February 14, 2006, to provide for trash transfer stations and disposal services (the "Agreement").

B. Before the Agreement was set to expire on December 31, 2010, the Parties entered into a first amendment to the Agreement, extending the Agreement's term for one (1) year with two (2) one-year renewal periods, with the Agreement as extended then set to expire on December 31, 2013.

C. In December 2013, the Parties entered into a second amendment to the Agreement, again extending the Agreement for an additional five (5) years and to make other administrative changes to the Agreement. The Agreement and its two (2) amendments are collectively referred to as the "Amended Agreement."

D. The Amended Agreement is set to expire on December 31, 2018.

E. WMI retains the solid waste collection service franchises in the City of Pompano Beach and the Town of Davie, and contractual status in the City of West Park (the "Cities"). WMI is thus still the holder of exclusive franchises providing solid waste collection services in the Cities.

F. The Parties desire to amend the Amended Agreement to extend its term for up to an additional five (5) years, or until December 31, 2023, and make other administrative changes to the Amended Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Unless otherwise stated, for paragraphs 2 – 5 below, words in ~~struck through~~ type are deletions from existing text and words in underline type are additions to existing text.

2. Section 3.4 of the Amended Agreement is hereby amended as follows:

3.4 Hours of Service. The RTTS shall be open for business from 8:00 a.m. to 4:00 p.m., Saturdays, except that the RTTS shall not be open on Christmas Day or New Year's Day. CONTRACTOR shall be allowed one (1) additional hour for initial set-up and final clean-up activity each day the facility is open for business. Additional days of operation, including extended

operations for disaster debris may be requested by the Contract Administrator.

3.4.1 COUNTY, through its Contract Administrator, reserves the right to and CONTRACTOR may, upon mutual agreement in writing, amend days/hours of service ~~with (thirty) 30 days written notice to~~ CONTRACTOR.

3. Section 5.1 of the Amended Agreement is hereby amended as follows:

5.1 The term of this Agreement shall be for one (1) year, beginning on January 1, ~~2014~~ 2019 and terminating at ~~12:00 midnight~~ 11:59 p.m. on December 31, ~~2014~~ 2019, provided, however, if the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes. The term shall be extended automatically for four additional one-year terms up to a maximum of five years (e.g., if ~~exercised~~ fully extended the final term would end December 31, ~~2018~~ 2023), provided that if either party desires not to extend, it shall provide the other party written notice of same at least 120 days prior to the end of the then current term.

4. Section 6.2 of the Amended Agreement is hereby amended as follows:

6.2 Such policy or policies ~~shall~~ may be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds under the Comprehensive General Liability Policy only.

5. Article 8 of the Amended Agreement, Indemnification, is hereby amended as follows:

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, caused by negligent act or omission of CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this

section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, ~~any COUNTY may retain such portion of the~~ sums due CONTRACTOR under this Agreement ~~may be retained by COUNTY~~ that reasonably relate to the claims subject to indemnification, taking into consideration the validity and seriousness of the claims, the amount of available insurance, the credit-worthiness of CONTRACTOR, and such other factors as may be applicable, until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

6. Exhibit B of the Amended Agreement is deleted in its entirety and replaced with the amended Exhibit B attached hereto and incorporated herein.

7. Exhibit C of the Amended Agreement is deleted in its entirety and replaced with the amended Exhibit C attached hereto and incorporated herein.

8. Preparation of this Third Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

9. Except to the extent modified herein, the Amended Agreement shall remain in full force and effect. In the event of a conflict between the terms and conditions of this Third Amendment and the terms and conditions set forth in the Amended Agreement, this Third Amendment shall control.

10. This Third Amendment is effective on the Effective Date, and may be executed by the parties in counterparts which, when taken together, shall have the force and effect of an original binding document.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2018, and Waste Management Inc. of Florida, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division

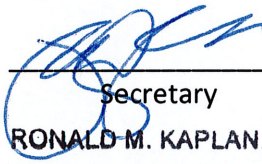
By CPounall 11/21/18
Signature (Date)

Colleen Pounall Risk Analyst
Print Name and Title above

By Keoki M. Baron 11/21/18
Keoki M. Baron (Date)
Assistant County Attorney

By Michael J. Kerr 11/21/18
Michael J. Kerr (Date)
Deputy County Attorney

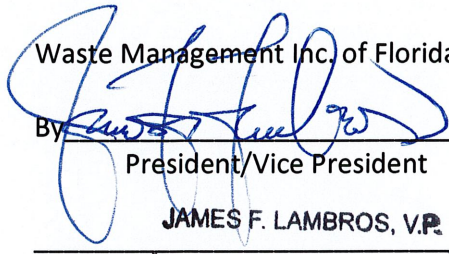
Third Amendment to Agreement Between Broward County and Waste Management Inc. of Florida for Trash Transfer Stations and Disposal Services



Secretary
RONALD M. KAPLAN, ASST. SEC.

(Please Type Name of Secretary)

CORPORATE SEAL

Waste Management Inc. of Florida

By _____
President/Vice President
JAMES F. LAMBROS, V.P.

(Please Type Name and Title)

19 day of November, 2018.

EXHIBIT B
COMPENSATION SCHEDULE
EFFECTIVE 1/1/2019

1. **LABOR FEES**

	Mon. - Sat.	Sunday
Supervisor (Company Employee)	\$24.17 per hour	\$48.33 per hour
Laborer (Company Employee)	\$19.48 per hour	\$38.98 per hour
Day Labor	\$15.69 per hour	\$31.35 per hour

2. **HAUL and DISPOSAL CHARGE PER PULL***

15 Yard Container	\$293.03 per pull
30 Yard Container	\$351.62 per pull
40 Yard Container	\$433.67 per pull
Driver Surcharge for Sunday Services (per pull)	\$101.02 per pull

3. **HAUL ONLY CHARGE PER PULL****

In the event COUNTY, through its Contract Administrator, designates disposal/recycling sites and County assumes the responsibility of applicable disposal or processing charges, the Haul Only rates, set forth below, shall apply.

15 Yard Container	\$187.53 per pull
30 Yard Container	\$187.53 per pull
40 Yard Container	\$187.53 per pull

4. **CONTAINER CHARGE**

Monthly fees for containers provided by contractor at located RTTS	\$109.02 per container
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* A pull for purposes of the haul and disposal charges includes any relocation of full or empty containers (inclusive of all necessary labor and equipment) that the Contract Administrator determines is necessary to prevent delays to users of the RTTS.

** A haul, whether a haul and disposal or haul only, includes removal of a full container from the loading well and replacement with an empty container.

EXHIBIT C
TRAVEL DISTANCE BETWEEN SITES

For the purposes of this Agreement, CONTRACTOR and COUNTY agree that the travel distances between each site, as set forth below, shall be used to determine applicable rates and amounts due of haul only charges. Any change to the travel distances set forth below must be accomplished by a written amendment, executed by the parties in accordance with Section 10.17 of this Agreement. COUNTY will use GOOGLE MAPS electronic mapping service to make determinations of hauling distances.

North Trash Transfer Station to Monarch Hill Landfill	2.5 miles
Central Trash Transfer Station to Monarch Hill Landfill	18.6 miles
South Trash Transfer Station to Monarch Hill Landfill	25.3 miles
Central Trash Transfer Station to Broward County Landfill	19.6 miles
Central Trash Transfer Station to WM Recycling Oakes Road	3.12 miles
South Trash Transfer Station to Broward County Landfill	19.0 miles
South Trash Transfer Station to WM Recycling Oakes Road	7.68 miles