

Exhibit B

City of West Park's Rate with Current Contractor (Waste Pro of Florida, Inc.)

FOURTH AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF WEST PARK
AND
WASTE PRO OF FLORIDA, INC.
FOR RESIDENTIAL SOLID WASTE, BULK WASTE AND
RECYCLING COLLECTION SERVICES

THIS AMENDMENT entered into between the CITY OF WEST PARK, a Florida municipal corporation, hereinafter "CITY", and WASTE PRO OF FLORIDA, INC. ("WASTE PRO"), a Florida for-profit corporation, hereinafter "CONTRACTOR", hereby amends the Agreement between the parties dated October 18, 2010.

WITNESSETH:

WHEREAS, the City of West Park ("City") issued RFP 2010-0706 to consider proposals from qualified firms performing residential solid waste collection services, with such services beginning on January 1, 2011; and

WHEREAS, Waste Pro of Florida, Inc. ("Contractor") submitted the most responsive and responsible proposal for the provision of residential solid waste collection services to the City; and

WHEREAS, the City Commission of the City of West Park ("City Commission") adopted Resolution 2010-49, accepting the bid from Waste Pro of Florida, Inc. and authorizing the proper City officials to enter into an Agreement with Waste Pro of Florida, Inc. to provide residential solid waste collection services to City; and

WHEREAS, on September 4, 2013, the City Commission adopted Resolution 2013-86, thereby authorizing the Mayor and City Administrator to enter into the First Amendment to the Agreement to reflect changes in the rate of service; and

WHEREAS, on November 4, 2015, the City Commission adopted Resolution 2015-107, thereby authorizing the Mayor and City Administrator to enter into the Second Amendment to the Agreement; and

WHEREAS, on October 21, 2020 the City Commission adopted Resolution 2020-112, thereby authorizing the Mayor and City Administrator to enter into the Third Amendment to the Agreement renewing the Agreement for a consecutive five (5) year period and providing for other changes as set forth therein; and

WHEREAS, the City and Waste Pro of Florida, Inc. desire to execute an Amendment to the Agreement extending the timeline for replacement of garbage carts for successful completion between March 22, 2022 and May 22, 2022.

WAB

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth in this Fourth Amendment, the parties to this Fourth Amendment hereby agree to amend the Agreement as follows:

EXHIBIT 1
THIRD AMENDMENT TO AGREEMENT
FOR RESIDENTIAL SOLID WASTE, BULK WASTE AND
RECYCLING COLLECTION SERVICES

STRUCTURED RATE

- Rate from October 1, 2020 to March 31, 2021 -\$22.89
- Rate from April 1, 2021 to September 30, 2021 -\$24.72
- Rate from October 1, 2021 to September 30, 2022 -\$25.85
- Rate from October 1, 2022 to September 30, 2023 -\$28.00
- Rate from October 1, 2023 to September 30, 2024 -\$30.89
- Rate from October 1, 2024 to September 30, 2025 -\$30.89
- WastePro shall replace all residents' Garbage Carts ~~by October 31, 2021~~ between
March 22, 2022 and May 22, 2022
- WastePro shall replace all residents' Recycling Carts by September 30, 2022

The foregoing recitations are true and correct and are hereby incorporated by reference. All other provisions of the Agreement, except as modified herein, shall remain in full force and effect.

This Fourth Amendment is hereby made a part of the Agreement.


IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WABS

WITNESSES:



ATTEST:




Alexandra Grant, City Clerk

CITY OF WEST PARK

By 

Felicia M. Brunson, Mayor

____ day of _____, 2021.

By 


W. Ajibola Balogun, City Administrator

^{20th} day of JANUARY, 2021².

(CORPORATE SEAL)

(RESOLUTION 2021-168)


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


By _____
Burnadette Norris-Weeks, P.A., City Attorney

(This space left intentionally blank)



WASTE PRO OF FLORIDA, INC.



Russell Mackie, Regional Vice President
On behalf of
Waste Pro of Florida, Inc.

WITNESSES:

Magda Velasquez

ATTEST:

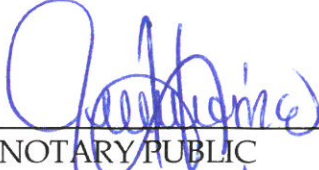


SECRETARY

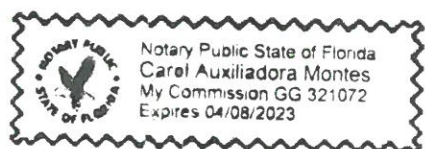
STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Russell Mackie as REGIONAL VICE PRESIDENT of Waste Pro of Florida, Inc., a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of WASTE PRO OF FLORIDA INC for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 31 day of December 2021.



NOTARY PUBLIC
My Commission Expires: 4/8/2023



WASTE



Date: 11/22/2021

Mr, Balogun

Apologies for the delayed response, nonetheless to memorialize our conversation regarding our commitment to ensuring we are on track with the replacement of carts in the City of West Park, I wanted to provide reasons for the delay and, most notably, our plan to move forward.

As we all know, we're faced with unprecedented times in our industry. High labor cost, raw and recycled material cost increases, supply chain, and manufacturing challenges has resulted in substantial cost increases that could not have been foreseen when Waste Pro and The City of Westpark entered into the 3rd amendment of our agreement. Understanding that our current contract calls for replacing all solid waste and recycling carts, our commitment is to comply with requirements.

Unfortunately, due to substantial increases in cart manufacturing, we need to move the dates and request an amendment to our requirement. We have communicated with manufacturers and we are told that prices will begin to retract back to reasonable levels within the next few months, allowing us to project our ability to start the project between the end of the first quarter (March 22) to the mid-second quarter (May 22). Keep in mind that we have replaced approximately 1800 carts and counting since we entered the agreement and will consider those when we begin the project.

Waste Pro certainly appreciates our very successful partnership over the last ten years and certainly looking towards continued success and understanding as we all navigate these challenging times throughout our respective industries. Additionally, please let us know the opportunity to address the elected body during your next commission meeting to cement our further commitment to the City of West Park.

Russell Mackie

Russell Mackie

Regional Vice President

Waste pro of Florida Inc.

CC: Kenneth Rivera, Division Manager Waste pro of Florida Inc.

RESOLUTION NO. 2020-112

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF WEST PARK AND WASTE PRO OF FLORIDA, INC. FOR RESIDENTIAL SOLID WASTE, BULK WASTE AND RECYCLING COLLECTION SERVICES, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of West Park ("City") issued RFP 2010-0706 to consider proposals from qualified firms performing residential solid waste collection services, with such services beginning on January 1, 2011; and

WHEREAS, Waste Pro of Florida, Inc. submitted the most responsive and responsible proposal for the provision of residential solid waste collection services to the City; and

WHEREAS, the City Commission of the City of West Park ("City Commission") adopted Resolution 2010-49, accepting the bid from Waste Pro of Florida, Inc. and authorizing the proper City officials to enter into an Agreement with Waste Pro of Florida, Inc. to provide residential solid waste collection services to City; and

WHEREAS, on September 4, 2013, the City Commission adopted Resolution 2013-86, thereby authorizing the Mayor and City Administrator to enter into the First Amendment to the Agreement to reflect changes in the rate of service; and

WHEREAS, on November 4, 2015, the City Commission adopted Resolution 2015-107, thereby authorizing the Mayor and City Administrator to enter into the Second Amendment to the Agreement; and

WHEREAS, on October 21, 2020, the City Commission for the City of West Park approved the City Administrator's recommendation to reject all proposals received for the Residential Solid Waste, Bulk Waste and Recycling Collection Services; and

WHEREAS, the City Commission desires to renew to the contract with the current vendor, Waste Pro of Florida, Inc. given the City's familiarity with said vendor; and

WHEREAS, the City and Waste Pro of Florida, Inc. desire to execute an Amendment renewing the Agreement for a consecutive five (5) year period and provided for other changes as set forth herein.

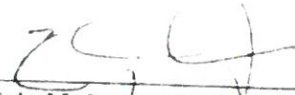
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

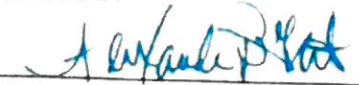
Section 2. Approval of Third Amendment; Authorization of Mayor and City Administrator. The City Commission of the City of West Park hereby approves a Third Amendment to the Agreement between the City of West Park and Waste Pro of Florida, Inc. for Residential Solid Waste, Bulk Waste and Recycling Collection Services and authorizes the Mayor and City Administrator to execute the third amendment with the terms and conditions attached hereto as Exhibit "A".

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

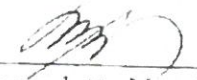
PASSED and ADOPTED this 21st day of October 2020.


Eric H. Jones, Jr., Mayor

ATTEST:


Alexandra Grant, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Bernadette Norris-Weeks, P.A.
City Attorney

Moved by: VICE MAYOR JOHNSON

Seconded by: COMMISSIONER BRUNSON

VOTE:

Commissioner Brunson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Dorsett	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Smith	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice-Mayor Johnson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Mayor Jones	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

EXHIBIT A

THIRD AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF WEST PARK
AND
WASTE PRO OF FLORIDA, INC.
FOR RESIDENTIAL SOLID WASTE, BULK WASTE AND
RECYCLING COLLECTION SERVICES

THIS AMENDMENT entered into between the CITY OF WEST PARK, a Florida municipal corporation, hereinafter "CITY", and WASTE PRO OF FLORIDA, INC. ("WASTE PRO"), a Florida for-profit corporation, hereinafter "CONTRACTOR", hereby amends the Agreement between the parties dated October 18, 2010.

WITNESSETH:

WHEREAS, the City of West Park ("City") issued RFP 2010-0706 to consider proposals from qualified firms performing residential solid waste collection services, with such services beginning on January 1, 2011; and

WHEREAS, Waste Pro of Florida, Inc. ("Contractor") submitted the most responsive and responsible proposal for the provision of residential solid waste collection services to the City; and

WHEREAS, the City Commission of the City of West Park ("City Commission") adopted Resolution 2010-49, accepting the bid from Waste Pro of Florida, Inc. and authorizing the proper City officials to enter into an Agreement with Waste Pro of Florida, Inc. to provide residential solid waste collection services to City; and

WHEREAS, on September 4, 2013, the City Commission adopted Resolution 2013-86, thereby authorizing the Mayor and City Administrator to enter into the First Amendment to the Agreement to reflect changes in the rate of service; and

WHEREAS, on November 4, 2015, the City Commission adopted Resolution 2015-107, thereby authorizing the Mayor and City Administrator to enter into the Second Amendment to the Agreement; and

WHEREAS, on October 7, 2020, the City Commission for the City of West Park approved the City Administrator's recommendation to reject all proposals received for the Residential Solid Waste, Bulk Waste and Recycling Collection Services; and

WHEREAS, the City Commission desires to renew to the contract with the current vendor, Waste Pro of Florida, Inc. given the City's familiarity with said vendor, and

WHEREAS, on October 21, 2020, the City Commission adopted **Resolution 2020-112**, thereby authorizing the Mayor and City Administrator to enter into the Third Amendment to the Agreement; and

WHEREAS, the City and Contractor desire to execute an Amendment renewing the Agreement for a consecutive five (5) year period and provided for other changes as set forth herein; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth in this Third Amendment, the parties to this Third Amendment hereby agree to amend the Agreement as follows: The foregoing recitations are true and correct and are hereby incorporated by reference.

1. Page 3, Section 1 of the Agreement entitled **TERM OF AGREEMENT** is hereby amended to replace 1.2 and shall read:

The term of this Solid Waste, Bulk Waste and Recycling Collection Services Agreement ("Agreement") shall be for a period of five (5) consecutive years, commencing on January 1, 2021 at 12:00 a.m., local time, through December 31, 2025 at 11:59 p.m., local time.

2. Page 4, Section 1 of the Agreement entitled **OPTION TO RENEW** is hereby amended to replace Section 1.4 and shall read:

After the initial five (5) year period, the CITY shall have the option to renew for an additional term of a minimum of one (1) year to a maximum of five (5) years, and upon completion of that period, the CITY shall again have the option to renew for an additional term of a minimum of one (1) year to a maximum of five (5) years. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term on December 31, 2025. This provision in no way limits the CITY's right to terminate this Agreement for cause at any time during the initial term or any extension thereof, pursuant to Section 9 of this Agreement.

3. Page 16, Section 6 of the Agreement entitled **CHARGES AND RATES**, shall completely replace 6.1, entitled **RESIDENTIAL CURBSIDE COLLECTION SERVICES** and shall read:

For the period of the amendment (Fiscal Year 2020-21 through 2024-25), CONTRACTOR agrees to maintain the service rate at the time of execution of this Agreement, which is at the structured rate, per Exhibit 1 for Residential Curbside Automated Cart Collection Services. The CITY shall be responsible for the billing and collection of payments for all Residential Curbside Service Unit accounts except for additional services as set forth in Sections 3.2.1. The CITY shall initially pay the CONTRACTOR for Residential Collection Services in accordance with the Rate

Structure and generation factors established in Exhibit 1 and as may subsequently be adjusted pursuant to this Agreement.

4. Page 16, Section 6 of the Agreement entitled **CHARGES AND RATES**, shall completely replace 6.2, entitled **PROPOSAL PREPARATION EXPENSES AND YEARLY FEE** and shall read:

The CITY anticipates incurring approximately Forty-Five Thousand Dollars (\$45,000.00) in costs directly related to the proposal process and resulting Agreement. CONTRACTOR agrees that the costs of the proposal process are part of the costs of effecting Collection services and, thus, are the responsibility of the CONTRACTOR. CONTRACTOR further agrees that, in consideration of that responsibility, and because the proposal process ultimately resulted in a benefit to the CONTRACTOR, namely the awarding of this franchise, that the CONTRACTOR shall compensate the CITY for its costs. Therefore, the CONTRACTOR shall pay the CITY Forty-Five Thousand Dollars (\$45,000.00) for its costs, and such payment shall be made by a cashier's check payable to the CITY, drawn on a U.S. Bank, in U.S. dollars, prior to CITY'S first payment to the CONTRACTOR for services under this Agreement. CONTRACTOR further agrees to pay a yearly fee in the amount of Seventy-Five Thousand Dollars (\$75,000.00) for the exclusive operation of residential waste collection services within the City of West Park.

5. Page 21, Section 6.8, entitled **ADJUSTMENTS TO OTHER COSTS** shall be deleted in its entirety.

~~6.8 ADJUSTMENTS TO OTHER COSTS. Beginning on January 1, 2024 and annually thereafter, the CONTRACTOR shall receive an annual adjustment in the rates that are part of the total Collection element of rates established in the Rate Structure provided in Exhibit 1. The adjustment to the costs in Exhibit 2 and to the Collection element of cost in Exhibit 1 will be based on the June of the Year Consumer Price Index—All Urban Consumers, Series ID CUURA320SA0, CUUSA320SA0, for Miami-Fort Lauderdale, Florida. The Consumer Price Index is available from the United States Department of Labor, Bureau of Labor Statistics.~~

6. Page 23, Section 10 of the Agreement entitled **CUSTOMER RELATIONS**, shall completely replace 10.2, entitled **MISSED COLLECTIONS** and shall read:

If the Collection of any Residential Service Unit is missed during the regular route Collection, the CONTRACTOR shall ensure that the missed collection shall be picked up on the same day if notification was received by the CONTRACTOR from the CITY or customer before 3:00 p.m., local time, otherwise the missed collection shall be picked up before 12:00 p.m., local time on the next Work Day after such notification from CITY or customer. Any deviation from the requirements of this provision must be approved by the City Administrator, or the CITY's designated representative. The CONTRACTOR is

expected to complete daily collection route. In the event CONTRACTOR could not complete the daily collection, CONTRACTOR shall notify the City immediately and notify resident of each property not completed, by placing the preapproved flyer/door hanger on each property or other pre-approved method of communication. The flyer/door hanger shall state the reason for not completing the collection and that the collection shall be completed before 12:00 p.m., local time on the next workday. If the CONTRACTOR fails to comply with this provision, or any of the terms and conditions of the Agreement, the CITY reserves the right to ensure that the collection is made, either with its own force or with an outside source, and to charge all costs, plus reasonable overhead, to the CONTRACTOR. If the CONTRACTOR fails to comply with this provision and the CITY had to implement the rights in this provision three times within a fiscal year, the CITY may commence contract termination process for convenience, per applicable section of the agreement. The CONTRACTOR shall not be required to collect material from curbside that is non-conforming; however, in each such case, the CONTRACTOR shall notify each resident by door hanger or other means, in a form approved by the CITY, notifying the resident of the problem and how the customer needs to correct the problem. The CONTRACTOR shall then notify the CITY of the location every time a non-conforming location is noticed.

7. Page 24, Section 11 of the Agreement entitled **PENALTIES** is hereby amended to replace paragraphs 1 & 2 and shall read:

Based upon an investigation, the City Administrator shall determine whether penalties shall be assessed against the CONTRACTOR for failure to comply with provisions, as described in the Agreement. Factors to be considered include, but are not limited to, acts of God, repeated occurrences of similar types, and documentation of the incident. The CONTRACTOR shall have five (5) Work Days from the date of the written notice to file a written letter of protest with the City Administrator. If the protest is filed within five (5) Work Days, the City Administrator or individuals appointed by the City Administrator shall conduct a formal review of each properly filed protest. Such review shall be open and subject to Florida's Sunshine Law. The determination of the City Administrator and/or his designee shall be final. If three protest occurrences are found to be unsuccessful within one fiscal year, the CITY may commence contract termination process for convenience, per applicable section of the agreement.

8. Page 30, Section 11 of the Agreement entitled **OTHER PROVISIONS** is hereby amended to add new paragraph 11.2 13 and shall read:

From and after the date of this Contract, the Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond absolute control of the Contractor. Such causes may include by way of example and limitations, acts of God, acts of war, riot, fire, explosion, flood, sabotage, plague, epidemic, pandemic, outbreaks of

WASTE PRO OF FLORIDA, INC.

WITNESSES:

Russell Mackie, Regional Vice President
On behalf of
Waste Pro of Florida, Inc.

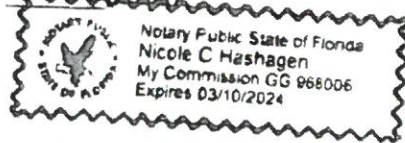
ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of Waste Pro of Florida, Inc., a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 7th day of November 2020.



NOTARY PUBLIC
My Commission Expires: 3/10/2024
Nicole C Hashagen

The foregoing recitations are true and correct and are hereby incorporated by reference. All other provisions of the Agreement, except as modified herein, shall remain in full force and effect.


This Third Amendment is hereby made a part of the Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:




CITY OF WEST PARK

By 
Eric H. Jones, Jr., Mayor

19th day of November, 2020.

ATTEST:


Alexandra Grant, City Clerk


By 
W. Ajibola Balogun, City Administrator

19th day of November, 2020.

(CORPORATE SEAL.)

(RESOLUTION 2020-112)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By 
Burnadette Norris-Weeks, City Attorney

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EXHIBIT 1
THIRD AMENDMENT TO AGREEMENT
FOR RESIDENTIAL SOLID WASTE, BULK WASTE AND
RECYCLING COLLECTION SERVICES

STRUCTURED RATE

- Rate from October 1, 2020 to March 31, 2021 - \$22.89
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