

AMENDMENT NO. FIVE TO AGREEMENT

This "Amendment No. Five to Agreement" is entered into this _____ day of _____, 2020, by and between the VILLAGE OF WELLINGTON ("VILLAGE"), a municipal corporation existing under the laws of the State of Florida, and WASTE MANAGEMENT INC. OF FLORIDA., a Florida corporation ("CONTRACTOR").

RECITALS:

WHEREAS, VILLAGE and CONTRACTOR entered into a Franchise Agreement in connection with Wellington's Request for Proposal #035-14/ED for Solid Waste and Recyclable Materials, ("Agreement"); with Amendment No. One dated December 10, 2015 and Amendment No. Two dated February 4, 2016 and Amendment No. Three dated October 24, 2017 and Amendment No. Four dated July 18, 2018 and,

WHEREAS, the parties hereto desire to amend the Agreement which they entered into for the effective term of June 1, 2015 through September 30, 2020 and any renewals thereto by amending the following:

- Update Rates for Residential Collection Services
- Convert the existing Consumer Price Index (CPI) annual price adjustment metric, to the Water Sewer and Trash Index (WST).
- Revise financial sponsorship allocations in the amount of \$25,000 annually, to a variety of non-profit organizations and programs selected collectively by Waste Management and The Village of Wellington
- Add recycling services the day after Thanksgiving and the day after Christmas

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, VILLAGE and the CONTRACTOR mutually agree as follows:

1. The above Recitals are true and correct.
2. The term of the Agreement is hereby renewed for a period of one (1) year, effective October 1, 2020 through September 30, 2021.
3. Exhibit 3A of the Agreement "Rates for Residential Collection Service" is hereby amended as set forth in Exhibit 1 attached hereto.
4. Paragraph 38.3 "CPI Adjustments To Collection Component Of Rates" of Definitions is deleted in its entirety and replaced as set forth in Exhibit 2.
5. Exhibit 8 of the Agreement is deleted in its entirety.
6. Exhibit 9 "Optional Benefits and Services," section (C)(3) of the Agreement is hereby amended as set forth in Exhibit 3 attached hereto.
7. Section 10.2.1, "Holiday Schedules" of Definitions is hereby amended to as set forth in Exhibit 4 attached hereto
8. Except as modified herein, all terms and conditions of the agreement remain in full force and legal effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. Five to the Agreement on the date above stated.

WITNESS:

VENDOR: WASTE MANAGEMENT INC. OF FLORIDA

By: _____

VILLAGE OF WELLINGTON

As: _____

Print Name: _____

Anne Gerwig, Mayor

EXHIBIT 1
REVISED EXHIBIT 3A
RATES FOR RESIDENTIAL COLLECTION SERVICES

Exhibit 3A	
<u>RATES FOR RESIDENTIAL COLLECTION SERVICES</u>	
Curbside Collection with Garbage Carts	
Services	FY 2021
Garbage (2X/Week)	\$ 8.43
Yard Waste (1X/Week)	\$ 2.65
Recycling (1X/Week)	\$ 2.78
Bulky Waste (1X/Week, Included @ No Charge)	
Total Monthly Cost per Dwelling Unit	\$ 13.86
* 2021 Garbage includes \$0.90 increase plus the WST Increase	

EXHIBIT 2
REVISED PARAGRAPH 38.3
CPI ADJUSTMENTS TO COLLECTION COMPONENT OF RATES

Section 38.3 CPI Adjustment for the Collection Component of Rate:

Fees or compensation payable to the contractor have been adjusted for the 2020-2021 term at a fixed 2.94 % based on the US Department of Bureau of Labor Consumer Price Index for all Urban Consumers: Water, Sewer, Trash Collection Services Series CUUR0000SEGH as published by the Bureau of Labor Statistics for the month of May 2020.

EXHIBIT 3
REVISED EXHIBIT 9
OPTIONAL BENEFITS AND SERVICES
SECTION (C) (3)

Exhibit 9, Section C, Community Partnerships in Wellington:

3. The Contractor shall provide financial sponsorships and in-kind services to a variety of non-profit organizations and community programs. The Contractor and Village shall collectively select the organizations and programs that will receive the Contractor's support, based on need and special circumstances. The value of these sponsorships shall be at least Twenty-five Thousand Dollars (\$25,000). For the 2020-2021 term of this agreement, at least \$15,000 shall be directed to Wellington Schools.

EXHIBIT 4
REVISED SECTION 10.2.1
HOLIDAY SCHEDULES

Section 10.2.1, Holiday Schedules

The Contactor is not required to provide collection services on a Holiday (e.g. Thanksgiving Day and Christmas Day). Notwithstanding the limits of section 10.2.2 below, to promote recycling and serve the community, a special recycling collection route will serve single family curbside customers on the day after both Christmas and Thanksgiving Days.

10. 2. 2 If a Residential Customer receives Collection Service at Curbside, and the Customer' s Scheduled Collection Day for Garbage falls on a Holiday, the Contractor may delay the Collection of the Customer' s Garbage until the first Scheduled Collection Day for the Collection of the Customer' s Garbage following the Holiday. Consequently, the Customer will receive Collection Service for Garbage only one time during the week of the Holiday.