

## **FOURTH AMENDMENT TO CONTRACT**

This Fourth Amendment to Contract is entered into this \_\_\_\_\_ day of February 2023, by and between the City of Key West, Florida, a municipal corporation (hereinafter the “CITY”) and Waste Management Inc. of Florida, a Florida corporation (hereinafter “WMI”).

### **WITNESSETH**

WHEREAS, on the 6<sup>th</sup> day of May, 2014, the City Commission of the City of Key West, Florida, passed Resolution No. 14-134, selecting the response of WMI to Invitation to Bid #14-009, which was the lowest responsive bid for the 2-1-1 service option, commercial solid waste franchise, recyclables/yard waste processing and transfer station operation; and

WHEREAS, CITY and WMI entered into a Contract on the 25<sup>th</sup> day of June, 2014, (the “Contract”), pertaining to the collection, transfer and disposal of solid waste and recyclable materials and transfer station operation; and

WHEREAS, in Resolution No. 14-254, the City Commission approved a First Amendment to Contract, and in Resolution No. 16-048 the City Commission approved a Second Amendment to Contract amending the requirements for: RFID technology, the requirement for CITY to provide garbage and Recycling carts, costs of repair of carts, software, service verification, and weekly reports; and

WHEREAS, in Resolution 21-259 the City Commission approved a contract amendment for WMI to exercise its first 4 year extension to become effective January 1, 2022; and

WHEREAS, WMI has realized a sharp increase in diesel fuel prices for their trucks that were the result of national inflation coupled with the war in Ukraine; and

WHEREAS, CITY and WMI desire to amend the Contract to provide for WMI to recoup the increased amount has been spent fueling their trucks; and

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, CITY and WMI agree to modify the Contract as follows:

RECITALS: That the above recitals are true and correct and made a part hereof;

**Section 1:** Exhibit 2 as attached to the Waste Management contract dated May 6, 2014 is hereby amended to modify the dates during which fuel adjustments are computed.

**Section 2:** Except as modified herein, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Contract on the date first written above.

CITY OF KEY WEST, FLORIDA

By: \_\_\_\_\_  
Patti McLauchlin, City Manager

ATTEST:

\_\_\_\_\_  
Cheryl Smith, City Clerk

WASTE MANAGEMENT OF  
FLORIDA, INC.

By: \_\_\_\_\_  
David Myhan, President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness