

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is made this _____ day of _____, 2013, by and between the City of Key West ("City") and Waste Management, Inc. of Florida ("Waste Management").

WHEREAS, In May of 2000, the City and Waste Management entered into an Agreement regarding the collection, transfer and disposal of the City's solid waste and recyclable materials pursuant to City Commission resolution 00-177; and

WHEREAS, the Agreement was extended pursuant to its first option period pursuant to City Commission resolution 05-128; and

WHEREAS, in accordance with negotiations between the City and Waste Management, the Agreement was conditionally extended an additional five years pursuant to its final option period as expressed in City Commission resolution 09-322; and

WHEREAS, the City Commission retained Kessler Consulting pursuant to resolution 10-276 to create a solid waste master plan for the City; and

WHEREAS. The City and Waste Management have reviewed the Phase I report completed by Kessler and desire to make certain amendments to their current Agreement for the benefit of both the City and Waste Management.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Board agree as follows:

Section 1: That the Agreement between the parties last extended pursuant to resolution 09-322 is hereby amended as follows:

1. The recitals contained in the foregoing “Whereas” clauses are true and correct and fully incorporated herein.
2. Ferrous metals and “White Goods” as defined by Section 3 item “GGG” will be collected and transported to the transfer station. All Freon shall be removed at the transfer station. The funds collected from the sale of White Goods shall be split between the City (80%) and Waste Management (20%), after deducting for the documented cost of transportation. Waste Management shall provide documentation to the City illustrating the gross proceeds of sale. Such documentation shall be provided to the City with each payment. Payments shall be made to the city of Key West on a monthly basis.
3. The City intends to purchase additional recycling carts for the benefit of its residents. Waste Management shall provide space to store inventory of the City’s carts. Such carts shall be stored locally or within a reasonable distance to ensure timely delivery. Waste Management will deliver new or replacement carts after the City’s initial distribution. Waste Management shall provide no-cost cart maintenance to all the carts under City program.
4. Pursuant to the recommendations made by Kessler Consulting, Waste Management shall provide 1-1-1 collection at no additional cost. 1-1-1 collection shall mean the collection of garbage, yard waste and recyclables separate from each other. One current garbage collection shall be replaced with one separate yard waste collection. Residents shall use their own

containers for yard waste. Waste Management shall ensure that the yard waste is either used as landfill cover material or composted. The implementation of this provision shall commence on June 1, 2013.


5. Waste Management shall add residential Electronic Waste to its HHW collection at no charge. The collection shall occur at a minimum of once per month at a location within the boundaries of the City of Key West. Electronic Waste (or e-waste) consists of discarded electronic equipment such as cellular, home, and office phones, computers (including desktop, laptop, notebooks and tablets), computer equipment (keyboards, printers, scanners, mice), video games, CD, DVD ,and VCR players, speakers, LCD and plasma flat screens, analog TV's and CRT's, digital cameras and navigation devices, power cords and cables, and other similar electronic equipment.
6. All types of containers, service, and frequency of collection made available for the collection of commercial solid waste shall also be available for the collection of commercial single-stream recycling. Waste Management shall market this service and notify City businesses of its availability. The collection rate charged to businesses for identical sized solid waste and recycling containers shall be the same.
7. Waste Management is currently required to provide reports to the City as specified in such paragraphs 5(k), 13(A), and 6(A) & (B). These reports shall be provided to the City in such format as directed by the City's utilities manager or his designee.

8. Pursuant to Section 5, paragraph A (1) Waste Management is required to promote an educational program designed for the City of Key West. Waste Management shall work with and receive approval from the City's Utilities Manager for the content of such advertising and information.
9. Waste Management and the City will work collaboratively in the implementation of Phase II of the study conducted by Kessler.

Section 2: That, except as modified herein, all other provisions of the previously adopted Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made their agreement on the date first written above and, except as otherwise provided herein, is effective immediately.

ATTEST:


Aurea Cruz

Waste Management, Inc. of Florida


RONACD KAPLAN

Printed name

Title: Asst Sec & Florida Counsel

ATTEST:

THE CITY OF KEY WEST

City Clerk

City Manager Bodgan Vitas