



## THE CITY OF KEY WEST

1300 WHITE STREET  
KEY WEST, FLORIDA 33040

### THIRD AMENDMENT TO CONTRACT

This Third Amendment to Contract is entered into this \_\_\_\_\_ day of March 2024, 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**, CITY and WMI entered into a Contract via Resolution 04-082 on or about the 30<sup>th</sup> day of March, 2004, (the "Contract"), pertaining to the transportation and disposal of solid waste and recyclable materials; and

**WHEREAS**, CITY and WMI have entered into prior amendments to the contract to address various rate and frequency issues; and

**WHEREAS**, in Resolution 21-259 the City Commission approved a contract amendment regarding its separate collections agreement for WMI to exercise its first of two, 4-year extensions to become effective January 1, 2022; and

**WHEREAS**, the parties desire to extend the Contract for a term of twenty-one (21) months in order to align the end dates of the two agreements.

**WHEREAS**, CITY and WMI desire to amend the Contract to provide for WMI to transport collected leachate from the Rockland facility to appropriate facilities in Miami-Dade County until such time as City facilities can receive same; 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:** The WMI Contract dated March 30, 2004 is hereby amended to substitute the current language in Article 8 with the following: Article 8 TERM- There shall be an extension of the term of the Contract from March 30, 2024 to December 31, 2025, and further extensions shall be upon mutual agreement of the parties.

**Reopener Clause:** The parties shall meet and confer by the end of April 2024 in order to reach an agreement regarding a rate adjustment that would go into effect on October 1, 2024, and continue through the remainder of the Contract term. Said adjustment shall be brought forward as an amendment executed by both parties. The parties shall also meet and confer by the end of April 2024 in order to reach agreement regarding amending Section 5.6 of the Contract to address the status of current disposal facilities and provide greater flexibility in choosing the disposal site.

**Section 2:** The Schedule of Fees as Exhibit F is hereby amended to include haul out fees for Leachate to be performed by Mike Haack Excavating Inc. (“Haack”) to SDWWTP (Black Water Plant South Dade). Trucks will be weighed in and out by a City scale attendant and the weight will be noted on the scale ticket. WM will bill the City for the haul out services provided by Haack based upon the weight on the scale tickets.

**Section 3:** Except as modified herein, the Contract shall remain in full force and effect.

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

CITY OF KEY WEST, FLORIDA

By: \_\_\_\_\_  
Albert Childress, City Manager

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Keri O’Brien, City Clerk

\_\_\_\_\_  
Ronald J. Ramsingh, City Attorney

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WASTE MANAGEMENT INC. OF  
FLORIDA

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

\_\_\_\_\_  
Witness

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lisa P. Silva, Esq., Senior Counsel, WMI