

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NUMBER THREE TO THE EXISTING SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT WITH WASTE MANAGEMENT INC. APPROVING ALL AGREEMENT MODIFICATIONS AS SPECIFIED; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on February 2, 2011, after a request for proposal process, the City Council approved the Solid Waste and Recycling Collection Franchise Agreement with Waste Management, Inc. through Resolution No. 13-11; and

**WHEREAS**, the original agreement term ended on September 30, 2016 and the one-time five (5) year renewal option was executed on October 21, 2015 extending the Agreement to September 30, 2021; and

**WHEREAS**, the City and Contractor are parties to that certain Solid Waste and Recycling Collection Franchise Agreement (the "Agreement") entered into through Amendment No. 1 on November 16, 2011 (Resolution No. 157-11) and Amendment No. 2 on October 21, 2015 (Resolution No. 147-15); and

**WHEREAS**, the parties desire to amend Section 7 to provide for the implementation of the CLEAN Program, which will effectuate Amendment No. 3; and

**WHEREAS**, all monies collected from this Project is restricted for use solely for the benefit of community beautification activities as conducted by the City's Reentry Center operations.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:**

**SECTION 1.** The City Council approves Amendment No. three to the existing Solid Waste and Recycling Collection Franchise Agreement with Waste Management, Inc.

**SECTION 2.** Section 7 of the Agreement is hereby amended by adding the following stipulation as set forth below:

7.5 CLEAN Program: Overfilling mechanical containers presents a health and safety risk to the citizens of Riviera Beach. Overfilling is defined as the container being overloaded so that the lid is displaced by 10 inches. In each event of overfilling, the Contractor shall take a photograph as evidence, provide the customer with notice of the overfilling and charge the customer up to \$200, not to exceed \$600 per month. The Contractor shall take reasonable

steps to seek to change customers' level of service by providing a larger container or increasing service frequency. The Contractor shall return 10% of the revenue collected to the City as well as participate in two Clean Program Community Clean-up Amnesty Days per year.

If a customer has exhausted all options to increase collection service level, the City of Riviera Beach Public Works Department and the Contractor may conduct a case-by-case review to determine if the customer is to be exempt from Section 7.5. Such exemption may only be given if the City of Riviera Beach Public Works Department and the Contractor agree that there are physical constraints to locating a larger or second container, and service is at the maximum frequency provided by the Contractor.

**SECTION 3.** The Finance Director is authorized to make payment for costs associated with implementation of the CLEAN Program.

**SECTION 4.** The Mayor and City Clerk are authorized to execute the Agreement.

**SECTION 5.** That the Resolution takes effect upon its passage and approval by City Council.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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**APPROVED:**

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**RONNIE L. FELDER**  
**MAYOR**

\_\_\_\_\_  
**KASHAMBA MILLER-ANDERSON**  
**CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**CLAUDENE L. ANTHONY,**  
**CERTIFIED MUNICIPAL CLERK**  
**CITY CLERK**

\_\_\_\_\_  
**JULIA A. BOTEL, Ed.D**  
**CHAIR PRO TEM**

\_\_\_\_\_  
**TRADRICK MCCOY**  
**COUNCILPERSON**

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**SHIRLEY D. LANIER**  
**COUNCILPERSON**

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**DOUGLAS A. LAWSON**  
**COUNCILPERSON**

**MOTIONED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**T. MCCOY** \_\_\_\_\_

**K. MILLER-ANDERSON** \_\_\_\_\_

**S. LANIER** \_\_\_\_\_

**J. BOTEL** \_\_\_\_\_

**D. LAWSON** \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

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DAWN S. WYNN, CITY ATTORNEY

DATE: \_\_\_\_\_