

RESOLUTION NO. 19-05-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A THIRD AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND WASTE MANAGEMENT OF FLORIDA, INC. FOR ROLL-OFF CONTAINER COLLECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town and Waste Management of Florida, Inc. (“Contractor”) have previously executed a Franchise Agreement whereby Contractor is providing Roll-Off Container Collection services (the “Agreement”), and;

WHEREAS, pursuant to paragraph 1.3 of the Agreement the term of the Agreement expires June 3, 2010; and

WHEREAS, pursuant to paragraph 1.4 of the Agreement the term may be renewed for terms upon mutual agreements of the parties; and

WHEREAS, the Town has proposed to renew the Agreement for an additional term commencing on June 4, 2010 and terminating September 30, 2010 and the Contractor agrees with the Town’s proposal ; and

WHEREAS, the Town Commission has determined that it is in the best interest of the citizens of the Town to renew the Agreement with the Contractor for an additional three month term.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

SECTION 1.

The Whereas clauses are incorporated herein and are true and correct.

SECTION 2.

The Mayor is hereby authorized and directed to execute the Third Amendment to the Agreement with the Contractor.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Longtin who moved its adoption. The motion was seconded by Commissioner Hockman and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR DESCA DUBOIS	<u> / </u>	<u> — </u>
VICE-MAYOR PATRICIA OSTERMAN	<u> / </u>	<u> — </u>
COMMISSIONER STEVEN HOCKMAN	<u> / </u>	<u> — </u>
COMMISSIONER JEANINE LONGTIN	<u> / </u>	<u> — </u>
COMMISSIONER KENDALL RUMSEY	<u> / </u>	<u> — </u>

The Town Commission thereupon declared the foregoing Resolution NO. 19-05-10 duly passed and adopted this 5 day of May, 2010.

TOWN OF LAKE PARK, FLORIDA

BY: Desca Dubois
DESCA DUBOIS
MAYOR

ATTEST:

Vivian M. Lemley
VIVIAN M. LEMLEY
TOWN CLERK



Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY

**THIRD AMENDMENT TO FRANCHISE AGREEMENT FOR ROLL-OFF
CONTAINER COLLECTION SERVICES WITHIN THE TOWN OF LAKE PARK**

THIS SECOND AMENDMENT is entered into this ____ day of _____ 2010, effective June 4, 2010, by and between the Town of Lake Park, a municipal corporation organized, with a business address of 535 Park Avenue, Lake Park, Florida 33403 (Town), and Waste Management Inc. of Florida, a Florida corporation, with a business address at 2700 NW 48th Street, Pompano Beach, Florida 33073 ("Contractor").

WITNESSETH:

WHEREAS, the Town is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town and Contractor have previously executed an Agreement whereby Contractor is providing Roll-Off Container Collection services (the "Agreement"), and;

WHEREAS, pursuant to paragraph 1.3 of the Agreement the term of the Agreement expires June 3, 2010; and

WHEREAS, pursuant to paragraph 1.4 of the Agreement may be renewed for terms upon the mutual agreement of the parties; and

WHEREAS, the Town has proposed to renew the Agreement for an additional term commencing June 4, 2010 and terminating September 30, 2010 and the Contractor has agreed to said proposal; and

WHEREAS, the Town Commission has determined that it is in the best interest of the citizens of the Town to renew the Agreement with the Contractor for an additional three month term.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained to be kept and performed by the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


1. Recitals: The foregoing recitals are true and correct and are incorporated herein.
2. Term: Section 1.3 is amended to provide that the term shall be renewed for an additional term commencing June 4, 2010 and shall terminate on September 30, 2010.

- 3. Roll-off Collection Rates: Section 3.2 is amended to provide that the rates for all Collection services shall not be adjusted for the renewal period.
- 4. Except as amended herein, the Agreement shall remain in full force and effect through the term as hereby amended.

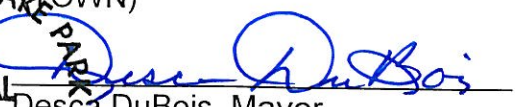
IN WITNESS WHEREOF, the Town and the Contractor have executed this amendment to the Agreement this ____ day of _____ 2010.

ATTEST:

TOWN OF LAKE PARK, FLORIDA


Vivian Mendez-Lemley, Town Clerk




Desca DuBois, Mayor

FLORIDA

ATTEST:

WASTE MANAGEMENT OF FLORIDA, INC.
(CONTRACTOR)
