

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF  
HOLLYWOOD, FLORIDA AND WASTE PRO OF FLORIDA. INC. FOR  
CURBSIDE RECYCLING COLLECTION SERVICES**

THIS FIRST AMENDMENT to the Agreement dated July 8, 2015, is hereby made and entered into on \_\_\_\_\_, 2015 by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and Waste Pro of Florida, Inc. a Florida Corporation, authorized to do business in the State of Florida ("Waste Pro").

**RECITALS**

WHEREAS, on July 8, 2015, the City and Waste Pro entered into an agreement pursuant to Bid No. F-4457-15-RD ("Bid") for Waste Pro to provide curbside recycling collection services; and

WHEREAS, the Bid set forth that the services were for approximately 34,578 single family units, duplex and triplex units within the City limits; and

WHEREAS, Arapahoe Farms and Young Israel were annexed into the City of Hollywood and pursuant to state law, the existing solid waste services provided by BFI (currently Waste Management) was allowed to continue for a five (5) year period; and

WHEREAS, it has come to the attention of the Department of Public Works that pursuant to Chapter 50 of the Hollywood Code of Ordinances, that there are a total of 81 homes collectively from Arapahoe Farms and Young Israel which should be receiving curbside recycling services from the City which are currently provided by Waste Pro; and

WHEREAS, the Bid sets forth in the Scope of Work, specifically B.10. that the City may add or delete a customer from the list of those receiving recycling services by providing written notice to Waste Pro; and

WHEREAS, based upon the increase in residences to be serviced by Waste Pro, the current Agreement needs to be amended;

NOW, THEREFORE, in consideration of the mutual covenants herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. That Article IV of the Agreement dated July 8, 2015 is hereby amended as follows:

~~In accordance with the Bid Documents,~~ City shall pay Vendor an estimated amount not to exceed ~~\$1,240,658.60~~ 1,243,564.88. Payment shall be in accordance with the Bid Documents, however, the firm fixed monthly price, including all associated costs for the once a week recycling collection services for the 34,659 single family, duplex and triplex residential accounts shall be based upon the following:

<u>Description</u>	<u>Weekly Cost</u>	<u>Total Price Annually</u>
<u>Collection Service</u> <u>95 gallon carts</u> <u>once a week</u> <u>collection.</u>	<u>\$23,914.71</u>	<u>\$1,243,564.88</u>

2. All other terms and conditions of the July 8, 2015 Agreement shall remain in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY OF HOLLYWOOD, a municipal  
Corporation of the State of Florida

\_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

By: \_\_\_\_\_  
Peter Bober, Mayor

Approved as to Form & Legality  
for the use and reliance of the  
City of Hollywood, Florida, only.

Approved by: \_\_\_\_\_  
Matthew Lalla, Director  
Financial Services

\_\_\_\_\_  
Jeffrey P. Sheffel, City Attorney

Vendor

Witness:

Waste Pro of Florida, Inc.

\_\_\_\_\_  
Secretary  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature  
Title: \_\_\_\_\_