

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF
HOLLYWOOD, FLORIDA AND PROGRESSIVE WASTE SOLUTIONS OF FL,
INC., F/K/A WASTE SERVICES OF FLORIDA, INC., FOR SOLID WASTE
DISPOSAL SERVICES**

THIS FIRST AMENDMENT to the Agreement dated July 3, 2013, is made and entered into on _____, 2018, by and between the City of Hollywood, a municipal corporation of the State of Florida ("City"), and Progressive Waste Solutions of FL, Inc., a Delaware Corporation authorized to do business in the State of Florida, d/b/a Waste Connections of Florida ("Vendor").

RECITALS

WHEREAS, on July 1, 2013, the City and Progressive Waste Solutions of FL, Inc., f/k/a Waste Services of Florida, Inc., d/b/a Waste Connections of Florida, entered into an agreement pursuant to Bid No. 4365-13-IS for Progressive Waste Solutions, of FL, Inc. to provide solid waste disposal services; and

WHEREAS, on June 6, 2018, the City Commission passed and adopted Resolution No. R-2018-_____, which approved and authorized the execution of this First Amendment to the Agreement.

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

1. That Article II of the Agreement entitled "Term" is amended as follows:

The Interim Term of this Agreement shall be from July 3, 2018 to July 31, 2019. In the event that the City determines that it is its best interest to retain the services of Vendor beyond this term, then the City may exercise one (1) or more of the two (2) remaining five (5) year renewal options under the existing agreement under the original existing agreement's terms, and the Disposal Fees, subject to any CPI adjustments, will revert back to the rates applicable at the time the renewal decision was made in July of 2018.

2. That Article IV of the Agreement entitled "Compensation" is amended as follows:

That for the Interim Term of this Agreement, the City shall pay the Vendor a Solid Waste Disposal Fee in the amount of \$45.82 per ton. Payment of said Fee shall be pursuant to the IFB Documents. In the event that the City determines that it is in its best interest to retain the services of Vendor beyond this term, then the City may exercise one (1) or more of the two (2) remaining five (5) year renewal options under the existing agreement under the original

existing agreement's terms, and the Disposal Fees, subject to any CPI adjustments, will revert back to the rates applicable at the time the renewal decision was made in July of 2018.

3. All other terms and conditions of the July 3, 2013 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: _____
Josh Levy, Mayor

Approved as to form and legal
sufficiency for the use and reliance
of the City of Hollywood, Florida, only.

Approved by: _____
Cintya Ramos, Director
Financial Services

Douglas R. Gonzales, City Attorney

Witness:

Progressive Waste Solutions of FL, Inc.
d/b/a Waste Connections of Florida

Secretary
Print Name: _____

By: _____
Signature
Title: _____