

## **AMENDMENT TO AGREEMENT BETWEEN CITY OF HOLLYWOOD, FLORIDA AND WASTE PRO OF FLORIDA, INC., FOR SOLID WASTE COLLECTION, RECYCLABLES COLLECTION, AND YARD WASTE/BULK WASTE COLLECTION AND DISPOSAL SERVICES**

This Amendment To Agreement Between City of Hollywood, Florida and Waste Pro of Florida, Inc., for Solid Waste Collection, Recyclables Collection, and Yard Waste/Bulk Waste Collection and Disposal Services ("Amendment") is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Hollywood ("City"), a municipal corporation organized and existing under the laws of the state of Florida, and Waste Pro of Florida, Inc. ("Waste Pro").

### **RECITALS**

WHEREAS, on October 15, 2019, the City and Waste Pro entered into that certain Agreement Between City of Hollywood, Florida and Waste Pro of Florida, Inc., for Solid Waste Collection, Recyclables Collection, and Yard Waste/Bulk Waste Collection and Disposal Services ("Agreement"), which requires Waste Pro to collect certain types of Solid Waste and Recyclable Materials for the City; and

WHEREAS, the City and Waste Pro have determined that certain provisions of the Agreement require clarity or revision, and it is in the best interest of the City and Waste Pro to do so at this time; and

WHEREAS, to the extent not amended herein, the remainder of the Agreement shall remain in full force and effect; and

WHEREAS, the City finds that the provisions in this Amendment will promote the public health, safety, and welfare, and are in the public interest.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, the City and Waste Pro agree that they shall be bound by and shall comply with the following provisions of this Amendment:

**SECTION 1.** The City and Waste Pro agree that the Recitals set forth above are accurate and correct, and are incorporated herein by reference.

**SECTION 2.** The capitalized words and phrases used in this Amendment are defined in the Agreement.

**SECTION 3.** In Sections 4 through 19, below, the changes to the Agreement have been identified by underlining the new text that is being added to the Agreement (e.g., new text) and striking the current text that is being deleted from the Agreement (e.g., ~~deleted text~~).

**SECTION 4.** Article I of the Agreement is amended to read as follows:

The Proposal submitted by Vendor, the attached Exhibits "A" and "B" and any addenda thereto, as well as this Amendment, (hereinafter, collectively, the "Documents") are ~~attached hereto~~ and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the Documents. In the event of conflict, the terms of the Documents, and any addenda thereto, shall prevail.

**SECTION 5.** Article II Section (a) of the Agreement is amended to read as follows:

(a) Term. The Effective Date of this Agreement shall commence upon the execution of this Agreement by the parties. The term of this Agreement shall be for a ten-year term commencing on October 1, 2019, and expiring on September 30, 2029. This Agreement may be renewed at the option of the City with the consent of Waste Pro for one additional three-year term under the same terms and conditions as the initial term, including amendments. Any and all renewals are subject to City Commission approval.

**SECTION 6.** Exhibit A, Section B of the Agreement is amended to read as follows:

**B) SERVICES**

a. Residential Solid Waste, Recycling, Yard Waste, Bulk Waste and Commingled Collection Services

Waste Pro shall provide the following collection service:

2x a week garbage collection  
1x a week recycling collection  
1x a week yard waste (four cubic yard limit per set-out)  
1x a month bulk waste (six cubic yard limit per set-out)

All collection of garbage and recycling will be in City-owned and Waste Pro maintained Waste Carts, with 2700 new or replacement carts provided by Waste Pro annually, and all Waste Carts delivered and maintained by Waste Pro. Any Waste Carts in excess of the annual 2700 will be provided by the City and delivered and maintained by Waste Pro. It is understood that for continuity and operational purposes, Waste Pro shall continue to obtain and required new or replacement Waste Carts from Rehrig Pacific, Co., or other suitable vendor as chosen by Waste Pro. The standard Waste Cart is approximately 95 gallons in size.

Waste Pro may make changes to the existing route schedule for operational efficiencies and to lower cost. For operational reasons, the City is requiring that no Friday collection be conducted in certain areas of the City.

Waste Pro shall deliver residential Solid Waste and Recyclables to the currently designated facility listed above, which is Waste Connections

Transfer Station located at 1899 SW 31<sup>st</sup> Avenue in Pembroke Park. The City shall notify Waste Pro of any change to the designated facility pursuant to the Notice provisions of the Agreement. The City shall be responsible for payment of tipping fees associated with delivery of residential materials.

Waste Pro shall be responsible for providing collection and other services in accordance with the specifications to be outlined in the Agreement which include, but are not limited to, the following:

- i. Carts: Existing Residential Units have been provided with at least one Waste Cart and one Recycling Cart. Waste Pro shall be responsible for maintaining these carts and for providing any new or replacement carts. Carts must be approved by the City prior to purchase. The carts in inventory will be turned over to Waste Pro prior to the commencement of collection service. Ownership of Waste Pro provided residential carts reverts back to the City at the end of the Contract. Waste Pro shall be responsible for 1,700 2,700 new carts-annually. Waste Pro shall be responsible for 300 garbage lids and 300 recycling lids annually. which equates to approximate \$87,360.00. The City will be responsible for approximately 700 or 30% of the carts which equates to approximately \$37,440.00. The parties acknowledged that approximately 40% of the carts are currently covered under warranty. Additional details shall be set forth in the Agreement for purchasing and making available for use 10,000 residential carts over the ten-year term of the Agreement and the City acknowledges and agrees that, to date, all of the required residential carts have been purchased by Waste Pro for use by residents of the City. As such, Waste Pro shall not be required to purchase additional residential carts over the term of the Agreement for use by City residents. The City will inventory and store new carts and lids purchased by Waste Pro with inventory program.
- ii. Additional Collection Services: Waste Pro shall provide certain limited additional collection services at no cost to the City. Such services include collection of Solid Waste and Recyclables at City-owned locations, palm frond collection service, community service pickups, collection of Solid Waste and Recyclables from City-sponsored events, and collection of illegal waste dumping, as furthered explained in this Agreement.
- iii. Recycling Incentive Program: Waste Pro shall implement the Recycling Perks Program, an incentive program to encourage residents to recycle. This program is currently in place. The Recycling Incentive Program shall have the capability to track by Residential Unit and all equipment will be the responsibility of the Contractor.
- iv. Disaster Services: The City has a pre-position contract in place with additional emergency resources and has pre-assigned routes to assist in disaster debris removal. However, at the City's request, Waste Pro shall make its Yard Waste, Bulk Waste, and Commingled Waste collection

vehicles and operators available to assist the City with disaster debris cleanup at no additional charge. During the time when the City has requested Waste Pro modify its services to assist the City with disaster debris cleanup, Waste Pro will continue to be paid as provided in Article IV of the Agreement with no reduction in compensation due to the change in services requested by the City. Waste Pro shall make available to the City the same number of Yard Waste, Bulk Waste and Commingled Waste collection vehicles and operators on a daily basis for the same number of work hours as they would normally operate. These vehicles and operators shall collect disaster debris at the City's direction and shall be monitored by the City's disaster debris monitor. Disaster debris will be delivered to designated disaster debris sites. It is hereby understood that Waste Pro, upon request by the City, agrees that the City has first rights to assistances during disaster debris cleanup.

b. Yard Waste, Bulk Waste and Commingled Waste Processing and Recycling/Disposal

Waste Pro shall provide the following waste processing service:

Waste Pro does not own, manage or control the shall properly manage, transfer, process and recycle residential Yard Waste, Bulk Waste, Commingled Waste delivered to Waste Pro's Designated Receiving Facility that is used on behalf of the City to process and recycle residential Yard Waste, Bulk Waste, and Commingled Waste in accordance with the specifications and requirements herein (referred to collectively as Yard, Bulk & Commingled Waste Disposal/Recycling Service). As such, Waste Pro is not liable for any processing that occurs or any action or inaction that occurs after Waste Pro disposes of Yard Waste, Bulk Waste and Commingled Waste at the The Designated Yard Waste Receiving Facility, which must be located in Broward County.

A) Designated Facilities: Waste Pro has designated WM Recycling Sun 14 in Davie, Florida and Waste Connection's Pembroke Park Recycling & Transfer in Pembroke Park Coastal Waste & Recycling of Broward county, LLC, Coastal Four, located at 1840 NW 33<sup>rd</sup> Street in Pompano Beach, as the designated facility. Additionally, Waste Pro has designated Coastal Waste & Recycling of Broward County, LLC, Coastal Four, located at 1840 NW 33<sup>rd</sup> Street in Pompano Beach WM recycling Sun 14 in Davie, Florida and Waste Connection's Pembroke Park Recycling & Transfer in Pembroke Park as an alternative Processing Facility. Waste Pro must document and verify that all facilities maintain their permitted/licensed status.

**SECTION 7.** Exhibit 1, Section C, subsection D) is amended as follows:

D) Customer Service: Waste Pro must provide enhanced customer service to meet the customer service requirements specified in the Agreement. In

addition to a customer service center, and a computer tracking system for service requests, the City requires web-based platform for submitting and tracking complaints. The City is also requiring GPS-trackable reports and Drive-cam video upon request.

**SECTION 8.** Section A, Subsection iii - Technical Specifications/Scope of Services for Residential Collection Service (pp. 5-6 of Exhibit A to Agreement) of the Agreement is amended to read as follows:

iii. Residential Yard Waste and Bulk Waste. Waste Pro shall collect Yard Waste and Bulk Waste from all Residential Units within the City as stated below:

Separate Collection:

- Once per week collection of Yard Waste with a four cubic yard limit per weekly set-out.
- Once per month collection of Bulk Waste with a six cubic yard limit per monthly set-out.

Waste Pro shall utilize the clean sweep method by driving up and down every neighborhood street. The City requests customers to containerize or bag leaves and grass clippings and requires customers to cut tree limbs to no more than four-foot lengths. In the event the set-out limit is exceeded, Waste Pro shall follow the non-collection procedures set forth in this Exhibit and is as provided for in the Agreement.

Yard Waste is to be collected separate from Bulk Waste and must be "clean" (free of other waste). Waste Pro shall inspect Yard Waste for contamination before loading or dumping. If Yard Waste is contaminated with other materials to the extent that it cannot be easily separated, Waste Pro shall follow the non-collection procedures as outlined in I) below entitled "Improperly Prepared Materials." If Yard Waste can easily be separated from the other materials, Waste Pro shall collect the Yard Waste and follow the non-collection procedures in the Agreement for the remainder of the material.

**SECTION 9.** Exhibit A, Section G, Subsection vii - Technical Specifications/Scope of Services for Residential Collection Service (p. 11 of Exhibit A to Agreement) of the Agreement is amended to read as follows:

vii. Cleanup. The roadway and swale, including the private property pickup area if applicable, shall be free of trash and debris and left in a neat and clean appearance. When requested by the Contract Administrator, Waste Pro shall rake swales and clean the street with a handheld gas blower or broom after collection service.

**SECTION 10.** Exhibit A, Section H - Technical Specifications/Scope of Services for Residential Collection Service (pp. 12-13 of Exhibit A to Agreement) of the Agreement is amended to read as follows:

#### **H) MISSED PICKUPS AND LATE SET-OUTS**

- i. No Missed or Late Set Outs. There shall be no claim by Waste Pro, of missed collection due to late set-outs on the collection route. The Route Supervisor shall be responsible to ride through the neighborhood to ensure that all collections have been completed and all customer complaints have been addressed each day. Crews will return to an address, if necessary, to provide service for the customer.
- ii. Servicing Missed Pickups: If a residential customer or the City notifies Waste Pro within twenty-four (24) hours of the Scheduled Collection Day that there was a missed pick up or a late set out, Waste Pro shall collect the missed pick up or late set out within 24 hours of Waste Pro confirming, after investigation and consultation with the City as described herein, that the missed pickup or late set out notification was timely and valid.

Failure to Service Missed Pickups: If Waste Pro fails to collect a missed pickup within the time frame specified (24 Hrs.) therein, the City may provide the contracted service by use of City equipment or other resources and deduct the cost of such service from Waste Pro's monthly invoice in addition to the Recovery Fee in addition to liquidated damages in accordance with the Agreement. In addition, Waste Pro failure to respond as specified above may result in the City imposing seeking liquidated damages.

If Waste Pro fails to resolve a confirmed missed pick up or late set out within the requisite 24 hour post investigation recovery period, the City may, at its discretion, perform the service using its own personnel or third party external resources. Waste Pro's failure to respond or take corrective action within the specified timeframe may result in the City assessing cost recovery fees, consistent with the procedure and remedies in this Agreement.

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**SECTION 11:** Exhibit A, Section L, Subsections i and viii - Technical Specifications/Scope of Services for Residential Collection Service (pp. 17 and 18 of Exhibit A to Agreement) of the Agreement are amended to read as follows:

- i. Cart Replacements. Waste Pro shall be responsible to purchase, up

~~to 70% of all carts a total of 10,000 carts over the term of the Agreement to be available for requested by residents who are missing carts or damaged carts or for new customers and shall be responsible to deliver all carts to residents who are missing carts or if a cart is damaged beyond repair (i.e., cracked or crushed) without four work days of notification by the City or the customer, if the carts are available. Waste Pro shall recycle all carts that are replaced. The City and Waste Pro acknowledge that the 10,000 required carts have already been purchased by Waste Pro.~~

viii. Extra Waste or Recycling Cart. Within four workdays of a request from a residential customer or the City, Waste Pro shall supply a second Waste Cart for a one-time fee of \$60.00~~85.00~~, payable by residential customer if a Waste Cart is available. Waste Pro shall be responsible for billing and collection of this fee, which shall be retained by Waste Pro. Waste Pro shall service the second Waste Cart as no additional fee to the residential customer or the City. Waste Pro shall record all extra carts in the asset management database and report them monthly to the Contract Administrator so the City can bill for disposal.

The city will coordinate delivery of waste and recycle carts to residents with waste pro for delivery. Repairs to carts will be coordinated with city staff and completed within a timely manner.

**SECTION 12:** Exhibit A, Section M, Subsection v - Technical Specifications/Scope of Services for Residential Collection Service (p. 20 of Exhibit A to Agreement) of the Agreement is hereby amended to read as follows:

Illegal Waste Dumping. Waste Pro shall provide collection services for illegal waste dumping at no cost to the City, provided that the material can be collected without damage to Waste Pro's equipment or imperiling the safety of Waste Pro personnel (i.e., large construction debris or concrete). In addition, Waste Pro is not responsible for the collection or disposal of Unacceptable Waste as defined in the Agreement. The city will provide Waste Pro with a list of locations that require pickup and disposal services of illegal waste dumping on an as needed basis. Upon receipt of notification, Waste Pro shall pick up and dispose of the illegal waste within 48~~24~~ hours. The waste shall be delivered to the City designated disposal facility, and the City will be responsible for the cost of disposal. If Waste Pro has a concern about servicing the illegal waste dumping, Waste Pro and the City will mutually agree to the process that is needed to complete the clean-up. If the clean-up is for a commercial account under contract to a Registered Contract Hauler competitor of Waste Pro, Waste Pro will

provide "Rake & Bag" services to the area surrounding the container as the request of the City, but cannot service the competitor's container.

If the cleanup request pertains to a commercial customer and the dumpster on site is a Waste Pro container, Waste Pro, as a Registered Contract Hauler, shall perform "Rake & Bag" services and shall also collect and dispose of the waste using the Waste Pro container.

If the dumpster belongs to another Registered Contract Hauler, Waste Pro shall still perform the "Rake & Bag" services in the surrounding area at the City's request; however, Waste Pro shall not be responsible for servicing or disposing of waste in the competitor's container.

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**SECTION 13:** Exhibit B, Section E (pp. 4-5 of Exhibit B to Agreement) of the Agreement is hereby amended to read as follows:

**D) EQUIPMENT**

Sufficient and Appropriate Equipment. Waste Pro shall have on hand, at all times and in good working order, sufficient and appropriate collection vehicles and other equipment to provide Residential Collection Service and other services required herein. Such equipment shall have the City logo on them and shall include collection vehicles to service Waste and Recycling Carts, as well as collection vehicles to collect Yard Waste and Bulk Waste (or Commingled Waste). The required -collection vehicles are will be phased into the operation as follows:

Equipment Data	Year 1- 2020 Number	Y e a r	Yea r End 3—	Total by Typ e
Rear load 12yd - 16yd	23 (June 2020)		1	3
Rear load 25yd	113 (July 2020)	4 1	4 0	11
Automated Side	3	3 1		3

Grapple Truck 25yd	<u>71</u> (May 2020)	7	4 (July 2022)	57
<u>Park an pick up truck</u>		1		1
<u>Total by year</u>	<u>2010</u>	8 2 1	<u>18</u>	<u>2526</u>

Reserve Equipment. Waste Pro shall provide the City with a minimum of one reserve collection vehicle for every 10 frontline collection vehicles. Reserve vehicles shall be similarly equipped to provide collection services should frontline vehicles be inadequate or incapacitated. Waste Pro will provide the city with one Grapple truck from the above count with driver to be dedicated to the City's sanitation code enforcement team.

Vehicle Maintenance. All vehicles and auxiliary equipment shall be kept clean, sanitary, safe, and in good repair at all times of service.

Vehicle Markings. All vehicles used by Waste Pro to provide services hereunder shall clearly display Waste Pro's name, Waste Pro's local customer service telephone number, and truck number.

Drive Cam. All collection vehicles shall be equipped with Drive Cams or similar equipment. Such equipment must be maintained and fully operational at all times during collection activities.

List of Vehicles. Prior to commencement of collection services, Waste Pro shall provide the Contract Administrator with a list of all collection vehicles. Waste Pro shall keep such list current at all times during the term of the Contract and immediately notify the Contract Administrator of any changes since the list will be used to document receipt of loads at the designated processing and disposal facilities. The list shall include the vehicle identification number and material being collected.

Vehicle Disposition. At the end of the initial contract term, Waste Pro shall offer two grapple trucks at a mutually agreed amount.

**SECTION 14:** Exhibit B, Section G, paragraph entitled "Annual Service Fee Adjustment" (p. 7 of Exhibit B to Agreement) of the Agreement is amended to read as follows:

Annual Service Fee Adjustment. The service fee shall be adjusted as follows:

9.95% fixed increase effective October 1, 2020 7.50% fixed increase, effective October 1, 2021 4.00% fixed increase, effective October 1, 2022

Effective October 1, 2023 and October 1 of each subsequent year of the term of the Contract (including any renewal of the Contract), the service fee shall be adjusted based on a combined index consisting of 90 percent of the percentage change in the previous year's Consumer Price Index (CPI) and 10 percent of the percentage change in the previous year's Fuel Index, rounded to the nearest 100<sup>th</sup> of a percent, as described below. The total fee increase in any given year shall be capped at 3.5 3 percent.

Change in subsequent years' Service Fee = Current Service Fee x ((90% X CPI change) + (10% x Fuel Index change))

The CPI change shall be the percentage change in the average CPI for all Urban Consumers: Water, Sewer Garbage and Trash Collections Services, in U.S. City Average, Urban Wage Earners and Clerical Workers (CPI-W, Not Seasonally Adjusted (Base Period: December 1997 =100)(Series ID #CUUR0000SEHGCWUR0000SEHG02) published by the United States Department of Labor, Bureau of Labor Statistics, or a successor agency, for the 12-month period ending the most recent June 30 as compared to the 12-month average of the preceding year ending June 30.

The Fuel Index change shall be the percentage change in the average monthly fuel prices published by the United States Department of Energy, Energy Information Administration, for Lower Atlantic (PADD 1C) for Ultra-Low Sulfur (15ppm and under) Diesel, for the 12-month period ending the most recent June 30 as compared to the 12-month average of the preceding year ending June 30.

Example:

If,

Current Service Fee is \$10.00/month

Average CPI for Ju 2018-June 2019 is 234.878

Average CPI for July 2019-June 2020 is 239.712

Average monthly Fuel Index for July 2018-June 2019 is 2.419667

Average monthly Fuel Index for July 2019-June 2020 is 2.774833

Then,

Change in subsequent years' Service Fee =

$$\$10.00 \times ((90\% \times ((239.712 - 234.878) / 234.878)) + (10\% \times ((2.774833 - 2.419667) / 2.419667))) =$$

$$\$10.00 \times (1.85\% + 1.47\%) = \$10.00 \times 3.32\% = \$0.33/\text{month}$$

The CPI increase will be one hundred (100%) percent of the CPI index listed above for the annual change of the June index. Should the CPI for any given

year exceed 4%, only 4% will be applied to the collection cost. Any amount over 4% will be added to the following year's calculation of CPI. If that causes the following year's CPI calculation to exceed 4%, then the remainder will carry over to the following year. This will continue until any remainder is exhausted. Any unused CPI carry over will automatically terminate at the end of the contract expiration date and will be enacted if the existing contract is renewed or extended.

**SECTION 15:** Exhibit B, Section G, paragraph entitled "Other Payments" (p. 8 of Exhibit B to Agreement) of the Agreement is amended to read as follows:

Other Payments and Haz Waste Events. To assist the City with ensuring proper set-out of materials, maintaining alleyways and roads, collecting residential hazardous waste, and educating residents, Waste Pro shall contribute \$110,000 annually by October 1 of each year during the term of the Agreement.

Upon request of the City, Waste Pro will host an annual hazardous waste drop off event at a City facility designated by the City Administrator. At the event, Waste Pro will collect and dispose of the residents' discarded electrical or electronic devices, batteries, paint, aerosol containers, oils, fluids and household cleaners. No pesticides, unmarked chemicals, mercury, prescriptions, medicine, firearms, or explosives will be accepted by Waste Pro at the event. Waste Pro will pay for the event up to \$110,000 annually, with the amount Waste Pro pays for the event to be deducted from the payment set forth in this Section.

**SECTION 16:** Exhibit B, Section I (pp. 9- 13 of Exhibit B to Agreement) of the Agreement is amended to read as follows:

**I) LIQUIDATED DAMAGES-COST RECOVERY FEE**

It is the intent of the City to ensure that Waste Pro provides a high-quality level of collection services as well as the prompt and convenient performance of the services described in the Contract. Waste Pro shall provide the services as required herein and resolve all service-related complaints promptly.

~~Failure to provide the services required by the Agreement will cause serious and substantial damage to the City and its residents, and the nature of the Agreement will render it impracticable or extremely difficult to fix or ascertain the actual damage sustained by the City by such breach. Therefore, Waste Pro agrees that, in the case of breach of service, the City may elect to collect liquidated damages, not as a penalty, from Waste Pro in the amounts set~~

forth in the schedule below agreed as the amount which the City will be damaged by the breach of such service. Liquidated damages imposed by the City will be deducted from payments due to Waste Pro. An election to seek such remedy shall not be construed as a waiver of any other remedy the City may have in law or equity nor shall the election serve as a waiver of any subsequent breach of service under the Contract. Moreover, failure by the City to seek said damages or other legal or equitable cause of action the City may have for similar breaches in the future.

In the event a missed pick up or related service issue is reported by a resident or City staff within 24 hours of the regularly scheduled collection day for the resident or area, Waste Pro shall have the opportunity to investigate, challenge and ultimately confer with the City as to the validity of the issue. If the issue is determined to be timely and valid, Waste Pro shall take corrective action within 24 hours of such determination. Should the issue be corrected in the 24-hour period, it shall not be deemed a service issue that subjects Waste Pro to any cost recovery fees. Regardless of the validity of the issue, Waste Pro agrees to communicate with the City as to whether the issue has been resolved or Waste Pro's valid reasoning for non-service. Notwithstanding the above, Waste Pro and the City will meet weekly to review and discuss, in a good faith effort to resolve. Any open or resolved issues that the City believes will result in liquidated damages cost recovery fee being assessed. Additionally, should any liquidated damages cost recovery fee be assessed, Waste Pro reserves the right to protest any cost recovery fees that are assessed, with any such protest to be resolved by the City Manager. Waste Pro shall continue providing all contracted services during the pendency of such determination.

	Performance Standard Violation	Liquidated Damages Cost Recovery Fees
A)	Valid and uncured missed pickups and other legitimate service complaints from residential customers: <ul style="list-style-type: none"> <li>• 750-1,000 per month</li> <li>• 1,001-1,500 per month</li> <li>• 1,501-2,000 per month</li> <li>• More than 1,250 per month</li> </ul>	\$5,000 per month \$10,000 per month \$15,000 per month \$20,000 per month
B)	Failure to respond to valid and uncured missed pickup in the timeframe required (Section 3.8.3).	\$100 per customer per occurrence for 1 <sup>st</sup> notification  \$250 per customer per occurrence for each additional notification Reimbursement of the Cost to City if City or a third party contractor provides such service
C)	Failure to correct chronic problems (chronic shall mean three or more similar legitimate and uncured complaints by the same customer within a 90-day period) in any category of service.	\$250 per occurrence for the 3 <sup>rd</sup> occurrence  \$500 per occurrence thereafter  Reimbursement of the Cost to City if City or a third party contractor provides the service
D)	Reporting unresolved valid missed pickup or other legitimate service complaint as resolved.	\$500 per occurrence
E)	Providing Residential Collection Service outside of the days and hours specified in the Contract unless otherwise approved by the contract Administrator. (Section 3.2).	\$100 for 1 <sup>st</sup> occurrence in a month  \$200 for 2 <sup>nd</sup> occurrence in a month  \$500 for the 3 <sup>rd</sup> and each additional occurrence in a month

<u>F)</u>	Failure to properly notify all customers of changes in collection day within the timeframe specified (Section 3.4.3).	\$3,000 per occurrence
<u>EG)</u>	Failure to properly notify the Contract Administrator of changes in Residential Collection Service routes or schedules (Section 3.4.2).	\$1,000 per occurrence
<u>FH)</u>	Failure to complete a route (if more than 5% of units on the route are not serviced on the service day or before noon on the operating day following the service day and had timely placed materials out for collection) (Section 3.7.2). This is an alternative to failure to collect valid missed collections or cure legitimate complaints within the 24 hour time frame after investigation.	\$1,000 <del>\$100</del> <del>\$500</del> per occurrence  Reimbursement of the Cost to City if City or third party contractor provides the service
<u>I)</u>	<u>Mixing of loads of materials as prohibited by the contract without prior written approval from the Contract Administrator (Section 3.7.3).</u>	\$5,000 per occurrence
<u>GJ)</u>	Failure to take prompt and effective remedial action to clean up litter, spills, or make repairs (Sections 3.7.6 through 3.7.10).	\$250 per day per occurrence  If not remedied in three days, \$500 per day until remedied  Reimbursement of the Cost to City if City or another contractor provides such service
<u>HK)</u>	Failure to leave a Non-Collection Notice for Customer explaining why material was not collected and/or to provide the City with notification and documentation, including digital photographs, of all non-collection events by the end of each work day (Section 3.9). This is an alternative remedy to missed collection assessment	\$100 for 1 <sup>st</sup> occurrence in a month  <u>\$200 for 2<sup>nd</sup> occurrence in a month</u>  <u>\$500 for 3<sup>rd</sup> and each additional occurrence in a month</u>
<u>IL)</u>	Failure to maintain a customer service office meeting the requirements of the Contract (Section 3.10.2).	\$100 per occurrence per day

<u>M)</u>	<u>Failure to provide and maintain a transparent web-based platform for tracking and reporting service inquiries, requests and complaints (Section 3.10.5).</u>	<u>\$500 per day for each day not in compliance</u>
<u>JN)</u>	Failure to provide, upon request, GPS-trackable reports or DriveCam Video (Section 3.10.5).	\$100—1,000 <u>\$500</u> per occurrence
<u>KO)</u>	Failure to provide at least two permanent full-time Route Supervisors dedicated exclusively to the City (Section 3.11.2).	\$250 per day
<u>LP)</u>	Failure to repair, replace (if within the maximum required), exchange, or provide Waste and Recycling Carts within the time specified, including prior to commencement date of service, <u>provided the carts are available</u> (Section 3.13)	\$100 per occurrence per cart per <u>monthday</u>
<u>MQ)</u>	<u>Failure to provide Waste Cart and Recycling Cart to new customer within four work days of receiving notification (Section 3.13.5)</u>	<u>\$100 per occurrence per day late</u>
<u>NR)</u>	<u>Failure to provide and maintain an accurate asset management database for carts (Section 3.13.9)</u>	<u>\$500 per day for each day not in compliance</u>
<u>OS)</u>	<u>Failure to pick up illegal dump within time period specified (Section 3.14.5).</u>	\$250 per day until picked up  <u>Plus cost to City if City or another contractor provides such service</u>
<u>PT)</u>	Failure to correct chronic equipment problems (chronic shall mean three instances of the same _____ similar problem with the same vehicle within a 12-month period).	\$100 <del>250</del> per occurrence for the 3 <sup>rd</sup> occurrence  \$500 per occurrence thereafter
<u>QU)</u>	Failure to correct personnel problems (chronic shall mean three instances of the same or similar pro with the same individual within a 12-month period.)	\$100 <del>250</del> per occurrence for the 3 <sup>rd</sup> occurrence  \$500 per occurrence thereafter

<u>RV)</u>	Failure to deliver Solid Waste, Recyclables, Yard Waste, Bulk Waste, and Commingled Waste to City designated facilities (Section 3.17.1).	\$5,000 per occurrence, plus 125% of tipping fee at Designated Disposal Site per ton delivered elsewhere
<u>SW)</u>	Failure to provide the Contract Administrator with a copy of the weekly weight tickets (Section 3.17.3)	\$100 per for 1 <sup>st</sup> occurrence per month  <u>\$200 \$250 for 2<sup>nd</sup> occurrence in a month</u>  <u>\$500 for 3<sup>rd</sup> and each additional occurrence in a month</u>
<u>TX)</u>	Failure to make Yard Waste, Bulk Waste, and Commingled Waste collection vehicles and operators available to assist the City with disaster debris (Section 3.18.2)	\$5,000 <u>\$1,000 per occurrence per day</u>  <u>Plus Reimbursement of the Cost to City if City or another contractor provides service</u>
<u>UY)</u>	Failure to submit any report, log, or documentation, with the proper content and format, in the timeframe required (Section 3.19)	<u>\$250 per occurrence in a month 100 per day that each report, log, or documentation is late</u>
<u>Z)</u>	Failure to comply with any provision of the Contract for which a penalty has not been specified.	\$100 per occurrence per day

**SECTION 17:** Exhibit B, Section M (p. 15-16 of Exhibit B to Agreement) of the Agreement is deleted in its entirety as follows:

#### **M) LIQUIDATED DAMAGES**

Failure to provide the services required by the Agreement will cause serious and substantial damage to the City and its residents, and the nature of the contract will render it impracticable or extremely difficult to fix or ascertain the actual damage sustained by the City by such breach. Therefore, Waste Pro agrees that, in the case of breach of the service, the City may elect to collect liquidated damages, not as a penalty, from Waste Pro in the amounts set forth in the schedule below agreed as the amount which the City will be damages by the breach of such service. An election to seek such remedy shall not be construed as a waiver of any other remedy the City may have in law or equity nor shall the election serve as a waiver of any subsequent

breach of service under the contract. Moreover, failure by the City to seek said damages or other legal or quittable remedy for a breach of service shall not constitute a waiver of any legal or equitable cause of action the City may have for similar breaches in the future.

	Performance Standard Violation	Liquidated Damages
A)	Failure to accept Yard Waste, Bulk Waste and/or Commingled Waste during scheduled receiving hours (Section 4.3)	\$500 per unaccepted load, plus any tip fees paid by the City to dispose of Commingled Waste at an alternate facility
B)	Failure to provide a daily average delivery vehicle turnaround that does not exceed 20 minutes (Section 4.5.2)	\$300 per day
C)	Failure to submit timely records and reports (Section 4.6)	\$300 per calendar day late

**SECTION 18:** Exhibit B, Section J (p. 14 of Exhibit B to Agreement) of the Agreement is amended to read as follows

**J) YARD WASTE, BULK WASTE AND COMMINGLED WASTE PROCESSING FEE**

The City shall pay Waste Pro \$34.00 per ton for Yard Waste Processing, \$41.80 per ton for Bulk Waste Processing and \$34.00 per ton for Commingled Waste Processing. The per ton fee for receipt, management, recycling, and disposal of the City's residential Yard Waste, Bulk Waste and

Commingled Waste, and providing all related services as specified herein, is as specified in Waste Pro price for Yard Waste processing. This fee is hereinafter referred to as the "Waste Processing Fee."

The Waste Processing Fee shall remain the same through September 30, 2020. As of October 1, 2020 and each subsequent October 1 during the term of the Contract, the Yard Waste Processing Fee shall be adjusted based on 80 percent of the annual percentage change in the Consumer

~~Price Index for Garbage and Trash Collections in U.S. City Average, Urban Wage Earners and Clerical Workers (CPI-W), Not Seasonally Adjusted (Series ID #CWUR0000SEHG02) as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics, for the 12-month period ending on the last day of the month of June. In no event shall the annual Yard Waste Processing Fee adjustment exceed 3 percent of the Yard Waste Processing Fee paid by the City during the previous Contract Year. The fee(s) in any subsequent term(s) shall be calculated in the same manner as in the initial term.~~

The City shall be responsible for payment of the Waste Disposal and Processing Fee for Solid Waste, Yard Waste, Bulk Waste, and Commingled Waste, as set forth in the Agreement. The City will not be responsible for the payment of disposal of Waste delivered by the City's Contract Hauler from any source other than Waste generated by City residents.

**SECTION 19:** Exhibit B, Section N (p. 16 of Exhibit B to Agreement) of the Agreement is amended to read as follows:

N) TERMINATION. The City, may at any time, in its sole discretion, with or without cause, terminate this agreement by 14 days' 90 days written notice to Waste Pro. Waste Pro, may at any time, in its sole discretion, with or without cause or in the event the City provides written notice of termination of this Agreement to occur at a time that exceeds six months, terminate this Agreement by providing six months' written notice to the City.

**SECTION 20:** The City and the Contractor agree that all of the provisions in the Agreement shall remain in full force and effect, without change, except for the provisions that are expressly revised in this Second Amendment.

IN WITNESS WHEREOF, the City and the Contractor have made and executed this Amendment to Amended and Restated Franchise Agreement, as attested to by the signature of their duly authorized officers or representatives, as of the day and year first above written.

Attest:

CITY OF HOLLYWOOD, through its  
Commission

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_

Josh Levy  
Mayor

\_\_\_\_\_  
day of \_\_\_\_\_, 2026

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Damaris Henlon  
City Attorney

CONTRACTOR:

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_ day of \_\_\_\_\_ 2025

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_ day of \_\_\_\_\_ 2025

WASTE PRO OF FLORIDA, INC.

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

Its: \_\_\_\_\_  
Printed Name and Title

\_\_\_\_ day of \_\_\_\_\_ 2025