

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF  
HOLLYWOOD, FLORIDA AND WASTE MANAGEMENT INC. OF FLORIDA  
FOR COMMINGLED WASTE DISPOSAL SERVICES**

THIS SECOND AMENDMENT to the Agreement dated July 1, 2013, is hereby made and entered into on \_\_\_\_\_, 2016, by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and Waste Management Inc. of Florida, a Florida Corporation, authorized to do business in the State of Florida ("Waste Management").

**RECITALS**

WHEREAS, on July 1, 2013, the City and Waste Management entered into an agreement pursuant to Bid No. 4365-13-IS for Waste Management to provide commingled waste disposal services; and

WHEREAS, on July 8, 2015, the City Commission passed and adopted Resolution No. R- 2015-207 which approved and authorized the execution of a first amendment to the commingled waste disposal services and issuance of a blanket purchase order to increase the estimated annual expenditure for said services in the amount of \$682,500 for the remainder of the initial five year contract term (July 14, 2018); and

WHEREAS, on August 31, 2016, the City Commission passed and adopted Resolution No. R-2016-\_\_\_ which approved and authorized the execution of this Second Amendment and the issuance of a blanket purchase order to increase the estimated annual expenditure for said services to \$862,000.00 for the remainder of the initial five year contract term (July 14, 2018);

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 entitled "Compensation" is hereby amended as follows:

In accordance with the IFB Documents, City shall pay Vendor a Commingled Waste Fee in the amount of ~~\$32.50~~ \$32.34 per ton for an estimated amount of ~~\$682,500.00~~ 862,000.00 based on ~~21,000~~ 26,650 tons. Payment of said Fee shall be pursuant to the IFB Documents and shall be adjusted pursuant to the IFB Documents.

2. All other terms and conditions of the July 1, 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: \_\_\_\_\_  
Peter Bober, Mayor

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

Approved by: \_\_\_\_\_  
George Keller, Interim Director of Financial Services

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

Vendor

Witness:

Waste Management Inc. of Florida

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

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