

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

THIS SECOND AMENDMENT to the Agreement dated July 8, 2015 and the First Amendment dated October 21, 2015 (the "Agreement"), is hereby made and entered into on _____, 2018, 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, on October 21, 2015, the City and Waste Pro amended the agreement to revise the residential account figures to reflect the inclusive of 81 homes collectively from Arapahoe Farms and Young Israel which adjusted the weekly and annually cost for services; and

WHEREAS, the City Commission has directed the Department of Public Works to conduct a solid waste analysis, researching various options for solid waste services, including but not limited to commingled disposal services and recycling services; and

WHEREAS, the Department of Public Works has contracted with a Solid Waste Consultant that specializes in consulting and procurement services in the area of solid waste; and

WHEREAS, the current contract with Waste Pro will expire on January 31, 2019, however the City has the right to extend the agreement on a month to month basis or renew the agreement for an additional two year period; and

WHEREAS, as the solid waste analysis will overlap with any renewal of the services provided by Waste Pro under the existing contract, City staff determined that it is necessary to shorten the renewal term in order to allow both the City and Vendor to explore the various options determined by the Consultant's analysis and to have continuity to provide the services during said timeframe; and

WHEREAS, Waste Pro has agreed to offer the City an interim agreement, and it is in the City's best interest to extend the current agreement from January 31, 2019 to July 31, 2019, which includes a unit rate increase from \$2.99 per month to \$3.39 per month whereby the weekly rate increases to \$27,134.88 for a total price annually of \$1,411,013.52, and said increase is effective January 31, 2019.

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 effective January 31, 2019, the term of the agreement shall commence on January 31, 2019 through July 31, 2019. Waste Pro shall continue to provide services under the existing agreement and any applicable amendments thereto. Further, Waste Pro agrees to provide same services under the same terms and conditions during the term new term commencing January 31, 2019 through July 31, 2019.

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

City shall pay Vendor an estimated amount not to exceed ~~\$1,243,564.88~~ \$704,964.06. 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>
		\$1,243,564.88
		<u>Total for six months</u>
Collection Service	\$23,914.71	<u>\$704,964.06</u>
95 gallon carts once a week collection.	<u>\$27,134.88</u>	

3. All other terms and conditions of the July 8, 2015 Agreement shall remain in full force. This Second Amendment supersedes the First Amendment dated October 21, 2015.

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 & 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

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Vendor

Witness:

Waste Pro of Florida, Inc.

Secretary

By:_____

Signature

Print Name:_____

Title:_____