

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

THIS SECOND AMENDMENT to the Agreement dated July 3, 2013, is hereby made and entered into on _____, 2019, by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and Waste Connections of Florida, Inc f/k/a Progressive Waste Solutions of FL, Inc., a Florida Corporation, authorized to do business in the State 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. and now known as 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-2018-192 which approved and authorized the execution of a First Amendment to the Agreement to allow for an interim contract term and revised compensation in order to allow the City to evaluate its Solid Waste Disposal Services; and

WHEREAS, the parties executed the First Amendment on July 16, 2018 and this First Amendment provided that "in the event that the City determines that it is in the City's best interest to retain the services of the Vendor beyond the interim term, the City may exercise one or more of the remaining renewal options under the existing agreement's terms and conditions, and the Disposal Fees, subject to CPI Adjustments, will revert back to the rates applicable at the time the renewal decision was made in July of 2018"; and

WHEREAS, City staff along with the City's Consultant have determined that it is in the best interest to retain the Vendor and the Vendor has agreed to be retained; and

WHEREAS, on _____, 2019, the City Commission passed and adopted Resolution No. R-2019-_____ which approved and authorized the execution of this Second Amendment to the Agreement.

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 II of the Agreement entitled "Term" is hereby 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 the term period, 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 to made in July of 2018.~~

The term of this Agreement shall be from July 3, 2018 to July 2, 2023. The parties may renew this Agreement for one additional five year term under the same terms and conditions.

2. That Article IV of the Agreement entitled "Compensation" is hereby 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 its best interest to retain the services of Vendor beyond the term period, 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 to made in July of 2018.~~

That the City shall pay the Vendor a Solid Waste Disposal Fee in the amount of \$41.08 which is the rate applicable at the time of the renewal decision in July of 2018. Said Disposal Fees are subject to any CPI adjustments within 30 days written notice of such adjustment in accordance with the original agreement dated July 3, 2013. Payment of said Disposal Fee shall be pursuant to the IFB Documents.

3. All other terms and conditions of the July 3, 2013 Agreement shall remain in full force and effect and this Second Amendment shall supersede the First Amendment.

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

Witness:

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

Secretary
Print Name: _____

By: _____
Signature
Title: _____