

**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 RECYCLABLES
PROCESSING SERVICES**

THIS FIRST AMENDMENT to the Agreement dated July 3, 2013, is made and entered into on July 16, 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 May 8, 2014, the City and Progressive Waste Solutions of FL, Inc., f/k/a Waste Services of Florida, Inc., d/b/a 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 recyclables processing services; and

WHEREAS, on June 6, 2018, the City Commission passed and adopted Resolution No. R-2018- 193, 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.

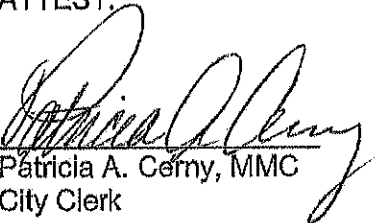
2. That Article IV of the Agreement entitled "Revenue" is amended as follows:

That for the Interim Term of this Agreement, said services shall be provided to the City at no cost, and any City Program Recyclables Revenue that was to be received by the City under the current existing Agreement is hereby suspended, and not accrued.

3. All other terms and conditions of the May 8, 2014 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:

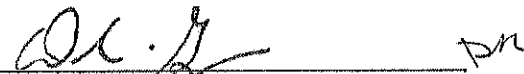

Patricia A. Cerny, MMC
City Clerk

CITY OF HOLLYWOOD, a municipal
Corporation of the State of Florida


By: 
Josh Levy, Mayor

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

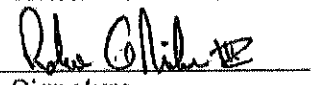
Approved by: 
Cintya Ramos, Director
Financial Services


Douglas R. Gonzales, City Attorney

Witness:


Secretary
Print Name: Patrick J. Shea

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

By: 
Signature
Title: Regional Vice President
Robert A. Nielsen, III



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|--|
| PRODUCER Aon Risk Insurance Services West, Inc. Portland Oregon Office 851 SW 6th Avenue Suite 385 Portland OR 97204-1309 USA | CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS: |
| | INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company 22667 INSURER B: Indemnity Insurance Co of North America 43575 INSURER C: ACE Fire Underwriters Insurance Co. 20702 INSURER D: ACE Property & Casualty Insurance Co. 20699 INSURER E: INSURER F: |

Holder Identifier : BE

COVERAGES CERTIFICATE NUMBER: 570067641661 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|--|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | HDOG27867510 | 08/01/2017 | 08/01/2018 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 Endt | Y | ISA H09061071 | 08/01/2017 | 08/01/2018 | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| D | <input checked="" type="checkbox"/> UMBRELLA LIAS <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION | | X00G27614620003 SIR applies per policy terms & conditions | 08/01/2017 | 08/01/2018 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | WLRC64413557 AOS WLRC64413545 CA, MA | 08/01/2017 | 08/01/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,500,000 E.L. DISEASE-EA EMPLOYEE \$1,500,000 E.L. DISEASE-POLICY LIMIT \$1,500,000 |
| A | | N/A | | 08/01/2017 | 08/01/2018 | |

Certificate No : 570067641661

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured Includes: Progressive Waste Solution of FL, Inc.
City of Hollywood is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| City of Hollywood Attn: Charles Lassiter 1600 South Park Road Hollywood FL 33022-9045 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc</i> |

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ACORD®

ADDITIONAL REMARKS SCHEDULE

Page _ of _

| | | | |
|---|-----------|-----------------------------------|--|
| AGENCY Adm Risk Insurance Services West, Inc. | | NAMED INSURED IESI Corporation | |
| POLICY NUMBER See Certificate Number: 570067641661 | | | |
| CARRIER See Certificate Number: 570067641661 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 26 FORM TITLE: Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|-------------------------------|--------|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

| | | | |
|---|----------------------------|---|-------------------------------|
| Named Insured IES[Corporation | | | Endorsement Number 1 |
| Policy Symbol ISA | Policy Number H09061071 | Policy Period 08/01/2017 TO 08/01/2018 | Effective Date of Endorsement |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

**COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|--|
| Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss. | All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we

will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


CONTINUATION CERTIFICATE

The Evergreen National Indemnity Company, as Surety on bond number 864623, in the amount of One million five hundred seventy nine thousand six hundred and 00/100 Dollars (\$1,579,600.00), on behalf of Progressive Waste Solutions of FL, Inc., the Principal, in favor of City of Hollywood, the Obligee, hereby continues said bond in the amount of One million five hundred seventy nine thousand six hundred and 00/100 Dollars (\$1,579,600.00), for the period beginning the 3rd day of July, 2018, and ending on the 3rd day of July, 2019, subject to all covenants and conditions as set forth and expressed in said bond.

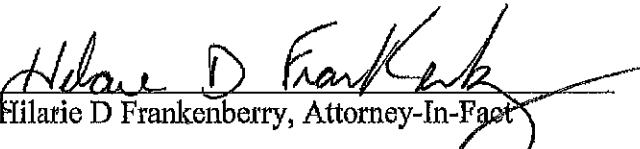
This Continuation Certificate is executed upon the express condition that the Company's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and shall not in any event exceed the sum of the said bond in force at the time of default.

Signed and sealed this 1st day of June, 2018.

Progressive Waste Solutions of FL, Inc.

By 
Eric O. Hansen, Vice President (Title)

Evergreen National Indemnity Company

By 
Hilarie D Frankenberry, Attorney-In-Fact
(Corporate Seal)

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. 864823

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: *** **Hilarie D Frankenberry** ***

Its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that Three Million Seven Hundred Seven Thousand Five Hundred Eighty and 00/100 Dollars (\$3,707,580.00) the obligation of the Company under this Power of Attorney shall not exceed One Million Five Hundred Seventy Nine Thousand Six Hundred and 00/100 Dollars (\$1,579,600.00). This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-In-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2017.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:

Matthew T. Tucker, President

By:

David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2017, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-04-2022

Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 1st day of June, 2018



Wan C. Collier, Secretary

ACKNOWLEDGMENT and AGREEMENT

I Bret Becardella, as the Applicant and duly authorized representative of Waste Connections Inc do hereby apply for a garbage/recycling permit and I agree
Company Name

that I and Waste Connections Inc shall comply with all federal, state and local laws
Company Name

including but not limited to Chapter 50, Hollywood Code of Ordinances, as amended from time to time. I also understand that non-compliance with these and all regulations may result in revocation of our permit at any time or may be cause for the City of Hollywood to not renew the permit. Further, I hereby acknowledge that I have received and read Ordinance No. 2014-S-40.

Name of Company Waste Connections

Printed Name Bret Becardella Title District Manager

Signature [Signature] Date 2/5/18



Our Mission: We are dedicated to providing municipal services for our diverse community in an atmosphere of competition, courtesy and respect.
We do this by ensuring all who live, work and play in the City of Hollywood enjoy a high quality of life.
"An Equal Opportunity and Service Provider Agency"

CONTINUATION CERTIFICATE

The Ohio Indemnity Company, as Surety on bond number 301490, in the amount of One hundred thousand and 00/100 Dollars (\$100,000.00), on behalf of Progressive Waste Solutions of FL, Inc., the Principal, in favor of City of Hollywood, the Obligee, hereby continues said bond in the amount of One hundred thousand and 00/100 Dollars (\$100,000.00), for the period beginning the 12th day of March, 2017, and ending on the 12th day of March, 2018, subject to all covenants and conditions as set forth and expressed in said bond.

This Continuation Certificate is executed upon the express condition that the Company's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and shall not in any event exceed the sum of the said bond in force at the time of default.

Signed and sealed this 27th day of February, 2017.

Progressive Waste Solutions of FL, Inc.

By  _____
James M. Little, Sr. Vice President (Title)

Ohio Indemnity Company

By  _____
Michelle Patterson, Attorney-In-Fact

(Corporate Seal)

OHIO INDEMNITY COMPANY
COLUMBUS, OHIO
POWER OF ATTORNEY

DOCUMENT NO. 5462

POWER NO. 301490

KNOW ALL MEN BY THESE PRESENTS, that Ohio Indemnity Company, a corporation organized and existing under the laws of the State of Ohio with its principal office at 250 East Broad Street, 7th Floor, Columbus Ohio 43215, by and through the undersigned, its President, does hereby nominate, constitute and appoint: **Michelle Patterson**

as its true and lawful Attorneys-In-Fact to make, execute, attest, seal, acknowledge and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Five Million Dollars (\$5,000,000).

IN WITNESS WHEREOF, the Ohio Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 21st day of April, 2016.

OHIO INDEMNITY COMPANY



BY: *John S. Sokol*
John S. Sokol, President

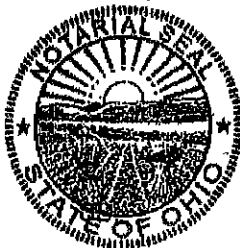
BY: *Stephen J. Toth*
Stephen J. Toth, Vice President

Notary Public)
State of Ohio)

SS:

On this 21st day of April, 2016, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came John S. Sokol and Stephen J. Toth of the Ohio Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



SHERRY E. BIXLER
Notary Public, State of Ohio
RECORDED IN PICKAWAY COUNTY
MY COMMISSION EXPIRES
01-06-2020

BY: *Sherry E. Bixler*
Sherry E. Bixler, Notary Public
My Commission Expires 01/06/2020

State of Ohio)

SS:

I, the undersigned, Secretary of the Ohio Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force.

Signed and sealed in Columbus, Ohio this 27th day of February, 2017.



BY: *Matthew C. Nolan*
Matthew C. Nolan, Secretary

Any reproduction or facsimile of this form is void and invalid.