

**SECOND AMENDMENT TO
SOLID WASTE COLLECTION AND HAULING SERVICES AND
RECYCLING SERVICES FRANCHISE AGREEMENTS
BETWEEN CITY OF LAUDERHILL
AND WASTE MANAGEMENT INC. OF FLORIDA**

THIS SECOND AMENDMENT, is made and entered into this ____ day of _____, 2024, by and between the CITY OF LAUDERHILL, FLORIDA, a municipal corporation organized and existing under the laws of Florida ("City") and WASTE MANAGEMENT INC. OF FLORIDA, (hereinafter called "WASTE MANAGEMENT"), a Florida corporation, with offices at 2700 Wiles Road, Pompano Beach, FL 33073.

WITNESSETH

WHEREAS, the parties entered into that certain Agreement for the exclusive Collection and Disposal of Solid Waste Collection and Hauling Services for residential, multifamily, and commercial effective October 1, 2016 for an initial three (3) year period ending October 1, 2019 with the option to renew for an additional five (5) year term through September 30, 2024 which was exercised ("Solid Waste Agreement"); and

WHEREAS, the CITY originally entered into an exclusive Recycling Collection Service Agreement for residential services only with Waste Pro effective August 1, 2014 pursuant to RFP#2012-009 which was approved via Resolution 13R-10-217, and which was for a five (5) year term and due to expire July 31, 2019 with a two (2) year option to renew available which was extended through July 31, 2021 ("Recycling Agreement"); and

WHEREAS, Waste Pro stopped providing recycling services and the services were assigned to WASTE MANAGEMENT who agreed to continue provide the exclusive residential recycling services citywide; and

WHEREAS, the CITY and WASTE MANAGEMENT entered into an Addendum to extend the original Recycling Agreement term so that both the Solid Waste Agreement and the Recycling Agreement would run concurrent with each other and have the same coinciding termination date of September 30, 2024; and

WHEREAS, both the Solid Waste Agreement and the Recycling Agreement shall be collectively referred to as the "Franchise Agreements"; and

WHEREAS, the CITY is in the process of issuing and awarding a Request for Proposals (RFP) for the provision of exclusive Solid Waste Collection and Hauling for residential, multi-family and commercial citywide, as well as Recycling Services solely for residential and multi-family; and

WHEREAS, the CITY wants to have adequate time to issue the bid, meet with the potential providers, award the bid, and allow the awarded provider of the services time to transition and set up to be ready to provide the necessary services without interrupting any continuity of services; so the CITY would like to enter into an extension of the

current agreement for a six (6) month period with the ability to continue monthly thereafter until the awarded hauler is ready to provide services; and

WHEREAS, the parties desire to modify the Franchise Agreements to extend for a six (6) month period with additional month-to-month extensions available thereafter until the awarded hauler is ready to provide services and the CITY has determined that these modifications are in the best interests of the CITY and its residents; and

WHEREAS, additional extensions will not be necessary if WASTE MANAGEMENT is awarded the bid to continue to provide these services;

NOW, THEREFORE, in consideration of these premises and the mutual undertakings hereinafter stated, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term: The term of the Franchise Agreements are modified as follows:

The parties hereby agree to extend the current term of both Franchise Agreements for a six (6) month period through March 31, 2025. If the awarded hauler is not yet ready to provide services, the Franchise Agreements can be extended on an additional month-to-month basis until the newly awarded hauler is ready to provide services. WASTE MANAGEMENT shall be provided at least sixty (60) days advance written notice of termination.

2. This Amendment Controls: In the event of a conflict between the Solid Waste Agreement, Recycling Agreement, Franchise Agreements, all initial bid documents, the First Amendment, the Addendum and this Second Amendment, this Second Amendment shall control as to the term only.

3. Agreement to Remain in Effect: All terms and conditions of the Solid Waste Agreement, Recycling Agreement, Franchise Agreement, all initial bid documents, the First Amendment, and the Addendum, which are not inconsistent herewith, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized or have hereunto set their hands and seals in duplicate as of the day and year first above written.

CITY OF LAUDERHILL, FLORIDA

By: _____
Desorae Giles-Smith
City Manager

Attest:

By: _____
Andrea M. Anderson,
City Clerk

Approved as to legal form:

By: _____
Angel Petti Rosenberg
City Attorney

WASTE MANAGEMENT INC. OF FLORIDA

By: _____
Print Name: _____
Print Title: _____

Attest:

Print Name: _____