

FIRST AMENDMENT TO AGREEMENT

between

BROWARD COUNTY

and

WASTE MANAGEMENT INC. OF FLORIDA

for

TRASH TRANSFER STATION AND DISPOSAL SERVICES

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and

WASTE MANAGEMENT INC. OF FLORIDA

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TRASH TRANSFER STATION AND DISPOSAL SERVICES

This is a First Amendment to Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its CONTRACT ADMINISTRATOR, hereinafter referred to as "COUNTY,"

AND

WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement to provide for trash transfer station and disposal services, dated February 14, 2006; and

WHEREAS, the Agreement expires on December 31, 2010; and

WHEREAS, the CONTRACTOR retains the solid waste collection service franchises in the City of Pompano Beach and Town of Davie, and contractual status in the City of West Park; and

WHEREAS, the parties desire to amend the Agreement to extend the term for an additional three years and make other administrative changes to the Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.

2. Section 1.7 of the Agreement is hereby amended as follows:

1.7 RESIDENTIAL SOLID WASTE - shall mean solid waste material generated by residential units occupied by unincorporated area and designated municipal residents (pursuant to Interlocal Agreements between these cities and Broward County Solid Waste Disposal District) including unwanted or discarded waste materials in a solid or semi-solid state including, but not limited to, refuse, rubbish, yard and horticultural trash, tires, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the RTTS under applicable federal, state, and local laws, regulations, and permits. Residential Solid Waste shall not include Segregated Recyclables and segregated yard waste, waste generated by commercial businesses, multi-family residences with more than nine (9) dwelling units, putrescible garbage, hazardous waste (as defined by CERCLA or other applicable laws), or materials which require special handling or management, and Prohibited Waste, as defined in Exhibit A" attached hereto and made a part hereof.

3. Section 1.8 of the Agreement is hereby amended as follows:

1.8 RTTS - shall mean the Residential Trash Transfer Station facilities located at 2780 North Powerline Road, Pompano Beach, Florida; 5490 Reese Road, Davie, Florida; and 5601 Hallandale Beach Boulevard, ~~Hollywood~~ West Park, Florida.

4. Section 1.9 of the Agreement is hereby amended as follows:

1.9 SANITARY LANDFILL - shall mean the Central Disposal Sanitary Landfill in Broward County or the ~~Broward County Interim Contingency~~ Southwest Regional Landfill.

5. Section 2.1 of the Agreement is hereby amended as follows:

2.1 Facilities. COUNTY shall make available to CONTRACTOR fenced areas sufficient for the operations of the RTTS at 2780 North Powerline Road, Pompano Beach, Florida; 5490 Reese Road, Davie, Florida; and 5601 Hallandale Beach Boulevard, ~~Hollywood~~ West Park, Florida. COUNTY may, upon sixty (60) days written notice to CONTRACTOR, reduce the number of RTTS sites.

6. Section 2.5 of the Agreement is hereby amended as follows:

2.5 Equipment. COUNTY shall provide: (i) signage appropriate for information at the RTTS; (ii) traffic barricades and control devices; (iii) containers, properly

identified as to type of waste accepted, to receive and transport the Residential and Non-Residential Solid Waste and Special Waste, in accordance with the confines of this Agreement, received each day at the RTTS; however, COUNTY shall have the right to purchase or have repaired said containers for the RTTS through CONTRACTOR at CONTRACTOR's cost. Should COUNTY exercise this right, the CONTRACTOR's cost shall be passed through and paid by COUNTY.

7. Section 3.1.1 of the Agreement is hereby amended as follows:

3.1.1 Personnel. CONTRACTOR shall assign personnel as requested by the Contract Administrator for the operation of the RTTS and provide assistance to users of the RTTS. CONTRACTOR shall assign at least two (2) company employees to operate each RTTS and may utilize additional day labor to meet daily operational needs, subject to approval by the Contract Administrator. All personnel shall adhere to CONTRACTOR's Code of Conduct and may be removed at the request of the Contract Administrator. COUNTY shall have the right to provide personnel to replace CONTRACTOR's employees or laborers required to operate the RTTS upon giving sixty (60) days written notice to CONTRACTOR. The personnel operating the RTTS shall direct users to drop off residential solid waste and special waste materials in designated containers. ~~Further, the personnel operating the RTTS shall be required to assist users in the proper disposal of Used Oil in containers to be provided by COUNTY, to immediately cleanup all spills that occur, and to record and provide a written report to the Contract Administrator detailing all oil spills on-site. The written report regarding any oil spills shall be provided within 24 hours and shall include date, time, parties involved, and cleanup measures taken. COUNTY will arrange for a Used Oil recycler to collect and dispose of the Used Oil collected at the RTTS.~~

8. Section 3.1.5 of the Agreement is hereby added as follows:

3.1.5 CONTRACTOR shall attend quarterly meetings with Contract Administrator or designee to review operational issues including staffing and hauling from the three RTTS.

9. Section 3.3 of the Agreement is hereby amended as follows:

3.3 Disposal. CONTRACTOR shall provide transportation and disposal, recycling, or other handling of all Residential Solid Waste accepted at the RTTS. The CONTRACTOR shall transport certain Special Waste items at the request of the Contract Administrator upon seventy-two (72) hours advance notification of the need to transport.

3.3.1 COUNTY reserves the right to designate the recycling/disposal facility and assume the responsibility of applicable disposal or processing charges. In such event, the haul only rates would apply as specified in "Exhibit B" attached hereto.

10. Section 3.4 of the Agreement is hereby amended as follows:

3.4 Hours of Service. The RTTS shall be open for business from 8:00 a.m. to 4:00 p.m., Saturdays, except that the RTTS shall not be open on Christmas Day or New Year's Day. CONTRACTOR shall be allowed one (1) additional hour for initial set-up and final clean-up activity each day the facility is open for business.

3.4.1 COUNTY reserves the right to amend days/hours of service with (thirty) 30 days written notice to CONTRACTOR.

11. Section 3.6 of the Agreement is hereby amended as follows:

3.6 Franchise Agreements. CONTRACTOR shall maintain a Franchise Solid Waste Service Agreement or other contractual rights with each municipality in which an RTTS facility (as defined herein) is located. In the event a Franchise Agreement or other contractual rights, between CONTRACTOR and a municipality in which an RTTS facility is located, expires or is otherwise terminated, through no fault of CONTRACTOR, during the term of this Agreement, COUNTY, through its Contract Administrator, may remove the corresponding RTTS facility from the requirements of this Agreement, subject to thirty (30) ~~sixty (60)~~ days prior written notice to CONTRACTOR.

12. Section 3.7 of the Agreement is hereby added as follows:

3.7 Damages to Property. CONTRACTOR shall use due care in the loading, hauling, dumping and unloading of COUNTY owned property. If a container is damaged by the CONTRACTOR during loading, hauling dumping and unloading, CONTRACTOR shall notify COUNTY TTS attendant immediately of any damages or missing safety equipment and place the equipment in "out of service" status until repairs can be completed. The CONTRACTOR will repair damaged equipment at no cost to the COUNTY, normal wear and tear excepted, and return it to service by the following Saturday. If CONTRACTOR is unable to repair COUNTY property within said time frame above, the CONTRACTOR will provide a like sized container at no cost to the COUNTY until the CONTRACTOR returns to service the COUNTY property in need of repair.

13. Section 4.5.1 of the Agreement is hereby amended as follows:

4.5.1 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy with the actual scale tickets showing date, time, truck number and net tons are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the expenses incurred.

14. Section 4.7 of the Agreement is hereby amended as follows:

4.7 Payment shall be made to CONTRACTOR at:

Waste Management Inc. of Florida  
~~3831 N.W. 21st Avenue~~  
~~Pompano Beach, Florida 33073~~  
Southern Sanitation  
P.O. Box 105453  
Atlanta, GA 30348-5453

15. Section 5.1 of the Agreement is hereby amended as follows:

5.1 The term of this Agreement shall begin on the date it is fully executed by both parties ("Commencement Date") and shall terminate at 12:00 midnight on December 31, ~~2006~~2011; provided, however, if the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes. The term shall be extended automatically for one year terms up to a maximum of ~~four~~two, provided that if either party desires not to extend, it shall provide the other party written notice of same at least 120 days prior to the end of the then current term.

16. Article 9 of the Agreement is hereby amended as follows:

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Director  
Broward County Recycling and Contract Administration Division  
One North University Drive  
Building B, Suite 400  
Plantation, Florida 33324

FOR CONTRACTOR:

Division Vice President  
~~Phillip Morris~~  
3831 N.W. 21<sup>st</sup> Avenue  
2700 Wiles Road  
Pompano Beach, Florida 33073

cc: Group General Counsel  
Waste Management Inc. of Florida  
2700 Wiles Road  
Pompano Beach, Florida 33073

17. Section 10.7 of the Agreement is hereby amended as follows:

10.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement. Notwithstanding anything in this Agreement to the contrary, this Agreement may be assigned by the COUNTY to the Broward Solid Waste Disposal District ("DISTRICT") upon such terms and conditions as mutually agreed to by the COUNTY and the DISTRICT.

...

18. Exhibit "B" of the Agreement is deleted in its entirety and replaced with the amended Exhibit "B" attached hereto and made a part hereof as Attachment 1.
19. From and after execution of this Amendment, in each instance in which Exhibit "B" is referred to in the Agreement, said reference shall be deemed to refer to Exhibit "B," attached hereto as Attachment 1.
20. Exhibit "C" of the Agreement is deleted in its entirety and replaced with the amended Exhibit "C" attached hereto and made a part hereof as Attachment II.

21. From and after execution of this Amendment, in each instance in which Exhibit "C" is referred to in the Agreement, said reference shall be deemed to refer to Exhibit "C," attached hereto as Attachment II.
22. The effective date of this First Amendment shall be on the date it is fully executed by both parties.
23. Except as modified herein, all of the terms and conditions contained within the Agreement, as amended, shall remain in full force and effect and are incorporated herein by reference.
24. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the parties hereto hereby agree that this document shall control.
25. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
26. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.
27. Multiple originals of this Amendment may be executed by all parties, each of which bearing original signatures, shall have the force and effect of an original document.

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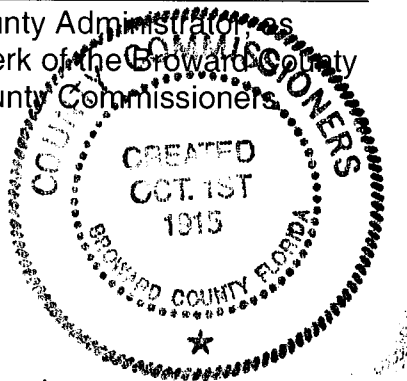
IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 7<sup>th</sup> day of December, 2010 and WASTE MANAGEMENT, INC. OF FLORIDA, signing by and through its authorized signatory, duly authorized to execute same.

COUNTY


ATTEST:

for

Broward County Administrator,  
Ex-officio Clerk of the Broward County  
Board of County Commissioners



Insurance Requirement  
Approved by the Broward County  
Risk Management Division

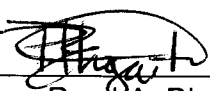
By  10/5/10  
(Date)

BROWARD COUNTY, by and through  
its Board of County Commissioners

Vice Mayor

7<sup>th</sup> day of December, 2010

Approved as to form by  
Office of the County Attorney  
for Broward County, Florida  
JEFFREY J. NEWTON, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By  10/5/10  
Purvi A. Bhogaita (Date)  
Assistant County Attorney

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND WASTE  
MANAGEMENT INC. OF FLORIDA FOR TRASH TRANSFER STATION AND DISPOSAL  
SERVICES


WASTE MANAGEMENT INC. OF FLORIDA, a  
Florida corporation

ATTEST:

  
\_\_\_\_\_  
Secretary  
RONALD KAPLAN

(CORPORATE SEAL)

OR

By:   
Printed Name: Jim Hawkins  
Title: Vice President  
~~28~~ day of September, 2010.

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Attachment 1  
EXHIBIT B  
COMPENSATION SCHEDULE  
Effective 1/1/2011

1. <u>LABOR FEES</u>	<u>Mon- Sat</u>	<u>Sunday</u>
Supervisor (Company employee)	\$20.63/hr	\$41.25 /hr
Laborer (Company employee)	\$16.62/hr	\$33.25 /hr
Day Labor	\$13.37/hr	\$26.75 /hr

2. <u>HAUL and DISPOSAL CHARGE PER PULL</u>	
15 Yard Container.	\$250.00 per pull
30 Yard Container	\$300.00 per pull
40 Yard Container	\$370.00 per pull
Driver surcharge for Sunday service (per pull)	\$86.19 per pull

3. <u>HAUL ONLY CHARGE PER PULL*</u>	
In the event the COUNTY, through its Contract Administrator, designates disposal/recycling sites and COUNTY assumes the responsibility of applicable disposal or processing charges, the Haul Only rates, set forth below, shall apply.	
15 Yard Container.	\$160.00 per pull
30 Yard Container	\$160.00 per pull
40 Yard Container	\$160.00 per pull

4. <u>CONTAINER CHARGE</u>	
Monthly fees for containers provided by contractor at located RTTS	\$ 93.00/per container

\* A haul, whether a haul and disposal or haul only, includes removal of a full container from the loading well and replacement with an empty container.

\*\* \_\_\_\_\_

Attachment 2

EXHIBIT C  
TRAVEL DISTANCE BETWEEN SITES

For the purposes of this Agreement, CONTRACTOR and COUNTY agree that the travel distances between each site, as set forth below, shall be used to determine applicable rates and amounts due of haul only charges. Any change to the travel distances set forth below must be accomplished by a written amendment, executed by the parties in accordance with Section 10.17 of this Agreement. COUNTY to use MAP QUEST electronic mapping service to make determination of hauling distances.

North Trash Transfer Station to Central Disposal Sanitary Landfill .....	2.5 miles
Central Trash Transfer Station to Central Disposal Sanitary Landfill .....	18.6 miles
South Trash Transfer Station to Central Disposal Sanitary Landfill.....	25.3 miles
Central Trash Transfer Station to Southwest Regional Landfill.....	19.6 miles
Central Trash Transfer Station to Choice Environmental .....	11.9 miles
Central Trash Transfer Station to Delta Davie.....	3.12 miles
South Trash Transfer Station to Southwest Regional Landfill.....	19.0 miles
South Trash Transfer Station to Choice Environmental.....	3.8 miles
South Trash Transfer Station to Delta Davie.....	7.68 miles