

SECOND AMENDMENT
to
AGREEMENT
between
BROWARD COUNTY
and
WASTE MANAGEMENT INC. OF FLORIDA
for
TRASH TRANSFER STATION AND DISPOSAL SERVICES

SECOND AMENDMENT

to

AGREEMENT

between

BROWARD COUNTY

and

WASTE MANAGEMENT INC. OF FLORIDA

for

TRASH TRANSFER STATION AND DISPOSAL SERVICES

This is a Second 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, which was amended by the First Amendment, dated December 7, 2010; and

WHEREAS, the Agreement expires on December 31, 2013; 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 allow annual extensions for an additional ~~three~~ five 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 ~~Solid Waste Disposal District~~ County) 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 5.1 of the Agreement is hereby amended as follows:

5.1 The term of this Agreement shall be for one (1) year, beginning on January 1, 201~~4~~ and terminating at 12:00 midnight on December 31, 201~~4~~, 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 additional one year terms up to a maximum of two five years (e.g. if exercised the final term would end December 31, 2018), 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.
4. The effective date of this Second Amendment shall be on the date it is fully executed by both parties.
5. 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.

6. In the event of any conflict or ambiguity between this ~~First~~ Second Amendment and the Agreement, the parties hereto hereby agree that this document shall control.
7. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
8. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.
9. 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.

[THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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 ____ day of _____, 20__, and CONTRACTOR, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

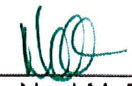
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20__

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By  11/5/13
Signature (Date)
Risk Management Division

By  11/5/13
Noel M. Pfeffer (Date)
Deputy County Attorney

Jacqueline A. Binns
Print Name and Title above
Risk Insurance and
Contracts Manager

SECOND AMENDMENT TO ~~AMENDED AND RESTATED~~ 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

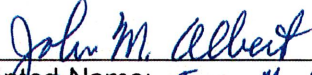
(CORPORATE SEAL)

OR

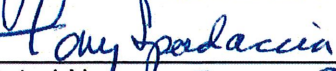
By: 

TIMOTHY B. HAWKINS
Print Name
Title: PRESIDENT
30 day of OCTOBER, 20103.

WITNESSES:



Printed Name: JOHN M. ALBERT



Printed Name: TONY SPADACCIA

NMP:slw
10/11/13
WMIforDropoffCtrs-2ndAmend
13-081.08