



City of Pembroke Pines

**FIRST AMENDMENT TO AGREEMENT FOR
RESIDENTIAL SOLID WASTE, RESIDENTIAL RECYCLING, AND
COMMERCIAL WASTE COLLECTION SERVICES
BETWEEN THE CITY OF PEMBROKE PINES AND
WASTE PRO OF FLORIDA, INC.**

THIS AMENDMENT ("First Amendment"), dated this 16th day of February, 2022, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

WASTE PRO OF FLORIDA, INC., a For Profit Corporation as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **2101 W SR 434, 3rd Floor, Longwood, FL 32779**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **September 1, 2021**, the Parties entered into the Agreement for Residential Solid Waste, Residential Recycling, and Commercial Waste Collection Services ("Original Agreement") for an initial **period commencing on January 2, 2022 at 12:00 AM**, which will expire on **September 30, 2028**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for **one (1) additional seven (7) year** terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, CITY residents are currently required to co-mingle residential solid waste and residential recycling; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, and desire to amend the Original Agreement, to allow residents, the use of existing blue carts bearing a decal, for co-mingled solid waste collection, once per week on their previously scheduled recycling days, and to supplement the terms contained therein as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties



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hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this First Amendment, or any subsequent amendment, which is in ~~strikethrough~~ type shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. The Original Agreement is hereby revised and amended to include Section 2.1.50 and Section 2.1.51 as set forth below:

2.1.50 **Blue Cart Program** – Blue Cart Program shall refer to the program to which residents subscribe, in order to use the existing blue cart for the pick-up of co-mingled solid waste on a once weekly basis.

2.1.51 **Decal** – Decal shall refer to the decal provided by CONTRACTOR to residents who subscribe to the Blue Cart Program, and which must be affixed to their blue cart prior to use.

SECTION 4. The Original Agreement is hereby revised and amended to include Section 3.11.4 as set forth below:

3.11.4 **Blue Cart Program** – In addition to the one cart, green in color, as set forth in Section 3.11.1, CONTRACTOR shall be required to pick up, one cart, blue in color and bearing a Blue Cart Program Decal, as provided by CONTRACTOR according to Section 3.11.4.2.

3.11.4.1 Carts, blue in color, are currently in place.

3.11.4.2 CONTRACTOR shall provide a subscription system for residents to subscribe to the Blue Cart Program. CONTRACTOR shall provide to those residents who subscribe, a Decal to be affixed to their blue cart prior to use.

3.11.4.3 Carts, blue in color and bearing a Decal, may be used by residents for co-mingled solid waste.

3.11.4.4 CONTRACTOR shall be required to pick up carts, blue in color and bearing a Decal, on a once weekly basis, on the day previously assigned as a recycling day, pursuant to Exhibit "A-1", attached hereto and by this reference made a part hereof.

SECTION 5. The Original Agreement is hereby revised and amended to include Section 3.17.9 as set forth below:

3.17.9 The Residential Service Unit may subscribe to the Blue Cart Program at a cost of \$2, per month. The entire \$2 rate shall be remitted to the CONTRACTOR.



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SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 9. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 10. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

A handwritten signature in blue ink.

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MARLENE D. GRAHAM, CITY CLERK
February 23, 2022

BY: A handwritten signature in blue ink.

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:

A handwritten signature in blue ink.

833DB27BB2774A7...

Print Name: Jacob Horowitz

OFFICE OF THE CITY ATTORNEY

DocuSigned by:

A handwritten signature in blue ink.

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

WASTE PRO OF FLORIDA, INC.

DocuSigned by:

Signed By: A handwritten signature in blue ink.

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Name: Russell Mackie

Title: Regional VP