



City of Pembroke Pines

**FIRST AMENDMENT TO AGREEMENT FOR
BULK WASTE/TRASH AND BULK YARD WASTE COLLECTION
SERVICES BETWEEN THE CITY OF PEMBROKE PINES AND
EASTERN WASTE SYSTEMS, INC.**

THIS AMENDMENT ("First Amendment"), dated this 18th day of May, 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

EASTERN WASTE SYSTEMS, INC., a for profit corporation, as registered with the Florida Division of Corporations, with a business address of **1660 NW 19 Avenue, Pompano Beach, FL 33069**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "PARTIES".

WHEREAS, on **October 20, 2021**, the Parties entered into the Agreement for Bulk Waste/Trash and Bulk Yard 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 term pursuant to a written amendment to the Original Agreement; and,

WHEREAS, pursuant to Section 1.3.28(A)(ii) of Exhibit "A," attached to the Original Agreement as RFP# AD-21-01 "Solid Waste, Recycling, HHW, Bulk & Yard Waste Collection Services, the CITY shall pay the CONTRACTOR for the fees collected, less franchise and administrative fees assessed, provided the CONTRACTOR is in compliance with the requirements of this agreement; 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 revise the CITY's payment process to be a monthly payment based on the number of residential service units that are provided services in lieu of the actual fees collected from the residential service units, as set forth in this First Amendment.

W I T N E S S E T H



City of Pembroke Pines

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 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 4.7 as set forth below:

4.7 PAYMENT PROCESS – Provided the CONTRACTOR is in compliance with requirements of this agreement, the CITY shall remit the Collection Fee and the Disposal Fee, if applicable, to the CONTRACTOR based on the number of residential service units that services are made available to on a monthly basis. Payments shall be made payable to the CONTRACTOR on or before the fifteenth (15th) day of each month following the provision of services.

SECTION 4. 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 5. 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 6. 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 7. 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 8. 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.



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:

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MARLENE D. GRAHAM, CITY CLERK
May 23, 2022

BY:

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:

833DB27BB2774A7...

Print Name: Jacob Horowitz

OFFICE OF THE CITY ATTORNEY

DocuSigned by:

BY:

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CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

EASTERN WASTE SYSTEMS, INC

Signed By:

Name: Angelo Marzano

Title: President Director