

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated _____,
between:

CITY OF POMPANO BEACH, a municipal corporation of the
State of Florida, whose address is 100 West Atlantic Boulevard,
Pompano Beach, Florida 33060, hereinafter referred to as "CITY",

and

**WASTE MANAGEMENT INC. OF FLORIDA, DBA REUTER
RECYCLING OF FLORIDA** a Florida corporation, having its office
and place of business at 1001 Fannin Street, Houston, TX 77002,
hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into an agreement for collection of solid waste on
November 2, 2015, ("Original Agreement"), and approved by City Ordinance No. 2016-22; and

WHEREAS, the parties have mutually agreed to amend certain terms and conditions, include
additional provisions, and to extend the Original Agreement to September 30, 2022.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and
payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein
incorporated by this reference.

2. The original Agreement effective November 2, 2015, a copy of which is attached hereto and made a part hereof as Exhibit "A", shall remain in full force and effect except as specifically amended hereinbelow.

3. That ARTICLE 2 "Term" of the Original Agreement is hereby amended as follows:

...

2.2 Term

The term of this Agreement shall be a five-year contract with an option to renew, by mutual agreement, the contract for an additional term ending September 15, 2022, under the terms for the work described herein.

4. That ARTICLE 15 "Compensation and Payment" of the Original Agreement is hereby amended as follows:

ARTICLE 15 Compensation and Payment

...

15.1.2. Annual Rate Adjustment: The rate set forth in Section 15.1.1 shall be adjusted automatically as of November 1, 2020 and thereafter on October 1 of each Fiscal Year of the term of this Disposal Agreement (the "Adjustment Date") by adding to the then current Fiscal Year's rate the amount obtained by multiplying such current rate by the average change, expressed as a percentage, of the following index as determined as follows: On October 1 of each year, Reuter shall be entitled to receive an annual CPI adjustment on all those costs and rates associated with disposal. Reuter shall provide the CPI adjustment calculation to the CITY on or before July 1. The adjustment to the rate shall be calculated as the percent change in the average Consumer Price Index series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted ("CPI"), as published by the Bureau of Labor Statistics by comparing the average of the percentage changes June through May 12 months of the current year of the adjustment, with the same June through May 12-months in the preceding year. The maximum adjustment in any year shall be 5%. The rate shall not be adjusted for negative CPI changes.

~~The unit price for Collection Services shall remain the same through the first year of the Agreement. Beginning October 1, 2016 and each October 1st for the remaining term of the Agreement, the Collection Service rates shall be adjusted as follows:~~

~~1. From the latest Producer (Wholesale) Price Index for Durable Goods (WPUSOP3130) for the region including Broward County, as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics, as of September of the second previous year, subtract the amount in the preceding year. The difference shall be expressed as a percentage.~~

~~2. The change, expressed as a percentage, as of October of the second previous year, subtract the amount in the preceding year for said period in the Consumer Price Index All Urban Consumers (CPI-U) (CUURA320SA0) for the region including Broward County, as determined and recorded by said Bureau of Labor Statistics, shall be similarly calculated.~~

~~3. The percentage change of each of the foregoing indices so determined shall be added together. The sum of those numbers shall then be divided by two to determine the average change, expressed as a percentage, of the two indices (the "Average Change"). The rate shall be adjusted by seventy-five percent (75%) of the Average Change for each Fiscal Year during the term of this agreement.~~

~~4. The percentage of change (increase/decrease), rounded to the nearest hundredth of a percent, shall be applied to the customer's rate and rounded to the nearest penny.~~

~~5. Notwithstanding the foregoing, if the Average Change is a negative number the rate shall not be adjusted.~~

~~In the event that either or both of said indices shall no longer be available during the term of this agreement, the parties hereto shall mutually select a replacement index or indices as required, provided that any such replacement shall, in the best judgment of the parties, be as nearly the same as the replaced index or indices.~~

~~The total adjustment to the service rate in any given year shall not exceed five percent (5%) of the previous year's rate.~~

5. That ARTICLE 19 "Other Terms and Conditions," of the Original Agreement is hereby amended to add the following:

ARTICLE 19. Other Terms and Conditions

...

19.10. Standard Provisions

...

h. Public Records

...

2. The failure of Franchise Collector to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

PUBLIC RECORDS CUSTODIAN

**IF THE CONTRACTOR HAS QUESTIONS
REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO
THE CONTRACTOR'S DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS
AGREEMENT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS AT:**

CITY CLERK

**100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

6. The Exhibit 1 Financial Proposal Forms is hereby substituted for, and in all references replaces, that Exhibit 1 Financial Proposal Forms, which was attached to, referenced and made a part of the Original Agreement.

7. The parties hereto agree to extend the Original Agreement to September 30, 2022.

8. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension and amendment had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR":

Witnesses:

Roseanne Valenzuela
Roseanne Valenzuela
Print Name

Craig A. Ash
CRAIG A. ASH
Print Name

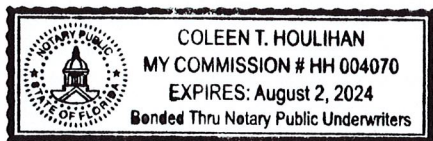
Waste Management Inc. of Florida

By: David M. Myhan
David M. Myhan, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization 15 day of October, 2020 by David M. Myhan as President of Waste Management Inc. of Florida, a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced _____
_____ (type of identification) as identification.

NOTARY'S SEAL:



Coleen T. Houlihan
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number