

**AMENDMENT TO EXTEND
FRANCHISE AGREEMENT TO PROVIDE SOLID WASTE AND RECYCLING
COLLECTION SERVICES**

THIS AMENDMENT is made as of this _____ day of _____, 2020, between the City of Coral Gables (hereinafter called the City"), and Waste Management, Inc. of Florida (hereinafter called the "Contractor"), collectively referred to as "the Parties".

RECITALS

WHEREAS, the City and Professional entered into a Solid Waste Franchise Agreement effective December 30, 2010 for solid waste and recycling services (the "Agreement"); and

WHEREAS, the agreement is set to expire on September 30, 2020; and

WHEREAS, the Parties have mutually agreed to a six (6) month extension on the current agreement in place; and

WHEREAS, the extension will be necessary in order to allow the City additional time to consider how its operational needs will be met through the direction of the Commission; and

WHEREAS, it is necessary to amend the original agreement for this new term of the agreement; and

NOW, THEREFORE, the Parties agree, understand, accept, and acknowledge that through this Amendment, the Agreement for solid waste and recycling collection services:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein. All terms used herein shall have the meaning ascribed to such terms in the Agreement, unless defined otherwise herein.
2. Modification. The City and Professional agree to the following modifications to the Agreement:
 - a. Amend Section 3.2 to indicate the current term ending on September 30, 2020 is extended pursuant to this Amendment and shall now end on March 31, 2021.
 - b. Amend Section 41 – *Payments to the City* of the Agreement to remove all payments listed other than Franchise Fees. Specifically, Sections 41.2-through 41.9 are deleted. Amend Section 37 – *Contractor's Collection Services for the City* to delete in their entirety Section 37.2.5 – Collection Service in Central Business District and Section 37.2.6 – Litter Collection.
 - c. Amend Section 41.1 – *Franchise Fees* of the agreement to remove any references the "Minimum Payment" and any such figure associated with that term. Contractor will only be required to pay the 22% Franchise Fee.
 - d. Establish a "Zero Floor" for the annual rate adjustments pursuant to Section 41.9 in October which will not allow for rate decreases.

3. All other terms and provisions of the Agreement remain in full force and effect, except as modified herein.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Approved as to compliance with
Applicable Procurement Requirements:

AS TO CITY:

Celeste S. Walker-Harmon
Procurement Officer

Peter J. Iglesias, P.E.
City Manager

Approved as to Insurance Requirements:

David Ruiz
Risk Management Division

Ed Santamaria
Assistant City Manager

Approved by Department Head or
Designee:

ATTEST:

Hermes Diaz
Public Works Director

Billy Y. Urquia
City Clerk

Approved as to Funds Appropriation:

Diana M. Gomez
Finance Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Miriam Soler Ramos
City Attorney

ATTEST:



Corporate Secretary

AS TO CONTRACTOR



Title: **DAVID M. MYHAN, PRES.**

Print Name: **RONALD M. KAPLAN, ASST. SEC.**

Print Name: _____

(SEAL)

(OR)
WITNESSES (2):

Print Name: _____

Print Name: _____