

**OPTION FOR EXTENSION OF THE CONTRACT BETWEEN THE PARTIES TO
PROVIDE SOLID WASTE AND RECYCLING COLLECTION SERVICES**

This OPTION TO EXTEND THE CONTRACT TO PROVIDE SOLID WASTE AND RECYCLING COLLECTION SERVICES ("Option") is made and entered as of the _____ day of _____, 2018, by and between The City of Coral Gables ("City") and Waste Management, Inc. of Florida; ("Professional").

RECITALS

WHEREAS, the City and Professional have previously entered into a franchise agreement dated December 30, 2010, ("Agreement") whereby the Professional provides Solid Waste and Recycling Services ("Services"); and

WHEREAS, the Contract will expire on September 30, 2018, and the parties desire to allow the City the option to extend the Agreement on a month-to-month basis ("the extension period") to provide time to successfully negotiate or perform the required solicitation to execute a contract for the Services; and

WHEREAS, the Professional has agreed that if the City exercises its option to extend the Agreement, the Professional will continue to provide Services through an extension of the aforementioned contract on a month-to-month basis, under the same terms and conditions of the Agreement with a modification to allow for cancellation by either party by providing 90 days' written notice at any time during the extension period.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the City agrees to retain the Professional during the extension period.

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 contract, unless defined otherwise herein.
2. **OPTION TO EXTEND.** The City may exercise its option to extend the Agreement upon the same terms and conditions of the Agreement, except as modified herein, by providing Professional with written notice at any time before September 30, 2018.
3. **TERM.** The parties hereby acknowledge that if the City exercises its option to extend the Agreement, the City's optional extension period shall be on a month-to-month basis, not to exceed twelve (12) months, unless terminated earlier pursuant to the modified terms set forth herein.

4. **TERMINATION.** If the City exercises its option to extend the Agreement, either party may terminate the Agreement by providing ninety (90) days' written notice to the other party, at any time during the extension period.

All other terms and provisions of the Agreement are hereby confirmed and shall remain in full force and effect, except as modified herein.

IN WITNESS WHEREOF, City and Professional have executed this extension of the Contract as of the day and year first written above.

ATTEST:

AS TO CITY:

Walter Foeman,
City Clerk

Cathy Swanson-Rivenbark,
City Manager

APPROVED AS TO LEGAL FORM AND
SUFFICIENCY:

Miriam Soler Ramos,
City Attorney

ATTEST:

AS TO PROFESSIONAL:

Print Name: _____
Corporate Secretary

Print Name: _____
Title: _____

(SEAL)

OR

TWO WITNESSES:

Name: _____

Name: _____