

**SECOND AMENDMENT TO
FRANCHISE AGREEMENT
FOR SOLID WASTE & RECYCLING COLLECTION**

THIS SECOND AMENDMENT TO FRANCHISE AGREEMENT FOR SOLID WASTE & RECYCLING COLLECTION (“Amendment”) is entered into on February 1, 2019, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and **Waste Pro of Florida, Inc.**, a Florida for-profit corporation authorized to do business in the State of Florida, having its principal business office at 2101 W SR 434, 3rd Floor, Longwood, FL 32779 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, on February 14, 2012, the City entered into a Franchise Agreement for Solid Waste & Recycling Collection (“Agreement”) with Waste Pro of Florida, Inc., (“Contractor”), to provide the City with Solid Waste and Recycling Collection Services; and

WHEREAS, the Agreement expired on or about September 30, 2017; and

WHEREAS, the Agreement was amended on November 2, 2017 to provide for an Extension to the Franchise Agreement; and

WHEREAS, the term of the Amended Agreement was extended to January 31, 2019 for Residential Solid Waste and Other Refuse and Recycling Collection and to October 31, 2020 for Commercial and Roll-Off Customers in the City; and

WHEREAS, the City desires to amend the Agreement to extend Residential Collection Services through October 31, 2020.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. **Section 1.2. TERM OF FRANCHISE**- is hereby amended to reflect that the Franchise Term for the Residential Solid Waste and Other Refuse and Recycling Collection shall be extended through October 31, 2020. The Franchise Term for Commercial and Roll-Off customers shall expire on October 31, 2020.
2. **Section 1.5. OPTION TO RENEW** – is hereby amended to reflect that the parties may extend this Agreement by mutual consent, in writing, prior to the expiration date of October 31, 2020. This provision in no way limits the City’s right to terminate this Agreement for cause at any time during the initial term or any extension thereof pursuant to Sections 8.6 and 8.7 of the Original Franchise Agreement.
3. **Section 5.3. RATE STRUCTURE** – is hereby amended to reflect a residential rate of \$29.74 per resident per month. The residential rate will be adjusted upon the issuance of

Miami-Dade County Solid Waste Department's updated Consumer Price Index rates. All other rates listed in Exhibits 1 through 5 of the Extension Agreement shall remain the same.

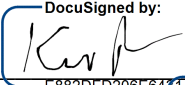
- 4. All other terms and conditions of the Agreement (attached hereto as "Exhibit B") remain in full force and effect.

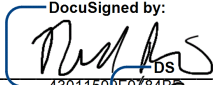
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST:

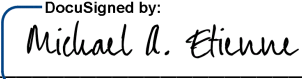
Corporate Secretary or Witness:

Waste Pro of Florida, Inc., a Florida for-profit corporation
"Contractor":

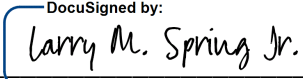
By: 
Print Name: KR
Date: 2/5/2019

By: 
Print Name: [Signature]
Date: 2/5/2019


ATTEST:

By: 
Michael A. Etienne, Esq.
City Clerk

City of North Miami, a Florida municipal corporation: "City"

By: 
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Jeff P. H. Cazeau
City Attorney