

**RESOLUTION NO. 2008 – 042**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SECOND MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (THE TOWN) AND WASTE MANAGEMENT INC., OF FLORIDA, A FLORIDA CORPORATION (WASTE MANAGEMENT), FOR THE PURPOSE OF AMENDING THE FIRST MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN AND CONTRACTOR DATED OCTOBER 4<sup>TH</sup> 2007; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE SECOND MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on October 1, 2002, the Town entered into a Franchise Agreement with BFI Waste Systems of North America, Inc. for Solid Waste and Recycling Collection and Disposal Services ("Original Agreement"); and

**WHEREAS**, on October 22, 2003, in furtherance of Resolution No, 2003-071, the Original Agreement, and all terms contained therein, was assigned to Waste Management, Inc. of Florida ("Waste Management"); and

**WHEREAS**, on October 4, 2007, the Town and Contractor entered into the First Modification to Agreement, which among other things, extended the term of the Agreement for an additional five year period; and

**WHEREAS**, to help control the generation of Town Waste, the Town and Waste Management agreed to limit the amount of Bulk Waste Collection Service to the size of a Volkswagen and specified in the First Modification to Agreement six (6) cubic yards; and

**WHEREAS**, after reanalyzing the six cubic yard size limitation, the Town and Contractor agree that the size of a Volkswagen is actually closer to twelve (12) cubic yards and both parties desire to amend the Agreement accordingly at no further cost to the Town.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**Section 1:** The above referenced recitals are true and correct and are incorporated herein by reference.

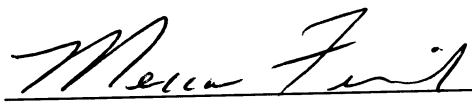
**Section 2:** The Town Council of the Town of Southwest Ranches hereby agrees to the Second Amendment to the Agreement with Waste Management, in substantially the same form as that attached hereto as Exhibit "A".

**Section 3:** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Second Amendment to the Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

**Section 4:** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 7<sup>th</sup> day of February 2008, on a motion by Vice Mayor Jeff Nelson and seconded by Council Member Don Maines.

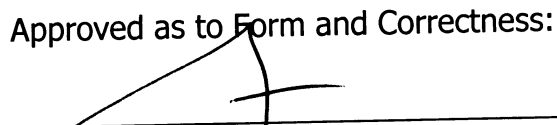
Fink	<u>Y</u>	Ayes	<u>5</u>
Nelson	<u>Y</u>	Nays	<u>0</u>
Breitkreuz	<u>Y</u>	Absent	<u>0</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
Maines	<u>Y</u>		

  
Mecca Fink, Mayor

ATTEST:

  
Susan A. Owens, Town Clerk

Approved as to Form and Correctness:

  
Gary A. Poliakoff, J.D., Town Attorney

FTL\_DB: 1094545\_1

## **SECOND MODIFICATION TO AGREEMENT**

**THIS SECOND MODIFICATION TO AGREEMENT** entered into as of the \_\_\_<sup>th</sup> day of February, 2008 between the Town of Southwest Ranches, a municipal corporation of the State of Florida (the "Town") and Waste Management Inc. of Florida, a Florida corporation a corporation ("Contractor"), for the purpose of amending the First Modification to Agreement between the Town and Consultant dated October 4<sup>th</sup> 2007.

### **WITNESSETH:**

**WHEREAS**, on October 1, 2002, the Town entered into a Franchise Agreement with BFI Waste Systems of North America, Inc. for Solid Waste and Recycling Collection and Disposal Services ("Original Agreement"); and

**WHEREAS**, on October 22, 2003, the Contract, and all terms contained therein, was assigned to Waste Management, Inc. of Florida ("Contractor"); and

**WHEREAS**, on October 4, 2007, the Town and Contractor entered into the First Modification to Agreement, which among other things, extended the term of the Agreement for an additional five year period; and

**WHEREAS**, to limit the amount of Bulk Waste Collection Service the Town and Contractor agreed to limit the collection to the size of a Volkswagen and specified in the First Modification to Agreement six (6) cubic yards; and

**WHEREAS**, after reanalyzing the six cubic yard size limitation, the Town and Contractor agree that the size of a Volkswagen is actually closer to twelve (12) cubic yards and both parties desire to amend the Agreement accordingly, at no further cost to the Town.

**NOW THEREFORE**, for and in consideration of the premises and for Ten Dollars (\$10.00) and for other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree that the Original Agreement shall be amended as follows:

1. The foregoing recitals are true and correct.
2. Section 4.B.1 "Conditions and Frequency of Service" shall be amended as follows:
  1. Conditions and Frequency of Service. The CONTRACTOR shall provide Bulk Waste Collection Service, to those Residential Service Units in the Service

Area, twice per month, to occur on Mondays, Tuesdays and Wednesdays. Collection is limited to ~~six~~ twelve (12) cubic yards per set-out. In those instances where the scheduled Collection day falls on the holiday as set forth in Section 8 herein, the Collection shall occur on the next scheduled Bulk Waste collection day.

3. All other terms and conditions not modified herein shall remain of full force and effect and binding on the parties.

**IN WITNESS WHEREOF**, this Second Modification is accepted and executed as of the \_\_\_ day of February, 2008.

TOWN OF SOUTHWEST RANCHES

CONTRACTOR

\_\_\_\_\_  
Mecca Fink, Mayor

\_\_\_\_\_  
Waste Management Inc. of Florida

Attest:

\_\_\_\_\_  
By: Print Name Above

\_\_\_\_\_  
Susan A. Owens, Town Clerk

(Corporate Seal)

Approved as to form and correctness:

\_\_\_\_\_  
Gary A. Poliakoff, Town Attorney  
FTL\_DB: 1094519\_1