

**RESOLUTION NO. 12-02-10**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND WASTE MANAGEMENT OF FLORIDA, INC. FOR ROLL-OFF CONTAINER COLLECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town and Waste Management of Florida, Inc. (“Contractor”) have previously executed a Franchise Agreement whereby Contractor is providing Roll-Off Container Collection services (the “Agreement”), and;

**WHEREAS**, pursuant to paragraph 1.3 of the Agreement the term of the Agreement expires March 3, 2010; and

**WHEREAS**, pursuant to paragraph 1.4 of the Agreement the term may be renewed for terms upon mutual agreements of the parties; and

**WHEREAS**, the Town has proposed to renew the Agreement for an additional three month term and the Contractor agrees with the Town’s proposal ; and

**WHEREAS**, the Town Commission has determined that it is in the best interest of the citizens of the Town to renew the Agreement with the Contractor for an additional three month term.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:**

**SECTION 1.**

The Whereas clauses are incorporated herein and are true and correct.

**SECTION 2.**

The Mayor is hereby authorized and directed to execute the Second Amendment to the Agreement with the Contractor.

**SECTION 3.**

This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Osterman who moved its adoption. The motion was seconded by Vice-Mayor Corey and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR DESCA DUBOIS	<u>/</u>	—
VICE-MAYOR JEFF CAREY	<u>/</u>	—
COMMISSIONER ED DALY	<u>/</u>	—
COMMISSIONER PATRICIA OSTERMAN	<u>/</u>	—
COMMISSIONER KENDALL RUMSEY	<u>Absent</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 12-02-10 duly passed and adopted this 17 day of February, 2010.

TOWN OF LAKE PARK, FLORIDA

BY: Desca Dubois  
DESCA DUBOIS  
MAYOR

ATTEST:

Vivian M. Lemley  
VIVIAN M. LEMLEY  
TOWN CLERK

TOWN OF LAKE PARK  
TOWN SEAL  
SEAL  
FLORIDA

Approved as to form and legal  
sufficiency:

BY: Thomas J. Baird  
THOMAS J. BAIRD  
TOWN ATTORNEY

**SECOND AMENDMENT TO FRANCHISE AGREEMENT FOR ROLL-OFF  
CONTAINER COLLECTION SERVICES WITHIN THE TOWN OF LAKE PARK**

THIS SECOND AMENDMENT is entered into this 17 day of February 2010, effective March 4, 2010, by and between the Town of Lake park, a municipal corporation organized, with a business address of 535 Park Avenue, Lake Park, Florida 33403 (Town), and Waste Management Inc. of Florida, a Florida corporation, with a business address at 2700 NW 48<sup>th</sup> Street, Pompano Beach, Florida 33073 ("Contractor").

WITNESSETH:

WHEREAS, the Town is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town and Contractor have previously executed an Agreement whereby Contractor is providing Roll-Off Container Collection services (the "Agreement"), and;

WHEREAS, pursuant to paragraph 1.3 of the Agreement the term of the Agreement expires March 3, 2010; and

WHEREAS, pursuant to paragraph 1.4 of the Agreement may be renewed for terms upon the mutual agreement of the parties; and

WHEREAS, the Town has proposed to renew the Agreement for an additional three month term and the Contractor has agreed to said proposal; and

WHEREAS, the Town Commission has determined that it is in the best interest of the citizens of the Town to renew the Agreement with the Contractor for an additional three month term.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained to be kept and performed by the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals: The foregoing recitals are true and correct and are incorporated herein.
2. Term: Section 1.3 is amended to provide that the term shall be renewed for an additional three months and shall terminate on June 3, 2010.
3. Roll-off Collection Rates: Section 3.2 is amended to provide that the rates for all Collection services shall not be adjusted for the renewal period.

4. Except as amended herein, the Agreement shall remain in full force and effect through the term as hereby amended.

IN WITNESS WHEREOF, the Town and the Contractor have executed this amendment to the Agreement this 17 day of February 2010.

ATTEST:

TOWN OF LAKE PARK, FLORIDA  
(TOWN)

A circular seal for the Town of Lake Park, Florida, is stamped over the signatures. The seal contains the text "TOWN OF LAKE PARK, FLORIDA" around the perimeter and "SEAL" in the center. The seal is partially obscured by the signatures and the text below.  
Vivian Mendez-Lemley  
Vivian Mendez-Lemley, Town Clerk

Desca DuBois  
Desca DuBois, Mayor

FLORIDA

ATTEST:

Waste Management Inc. of Florida  
(CONTRACTOR)

Butch Carter  
Butch Carter, Government Affairs

[Signature]