

## AGREEMENT FOR RECYCLING PROCESSING SERVICES

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF COCONUT CREEK, FLORIDA ("City") and WASTE MANAGEMENT INC. OF FLORIDA, ("WMIF"), a Florida corporation with offices at 2700 Wiles Road, Pompano Beach, FL 33073.

### WITNESSETH

WHEREAS, WMIF has secured a Recycling Services Agreement dated June 20, 2018 and ITB 18-A-052F, for processing recyclables materials with the City of Coral Springs, Florida (collectively the "Contract"); and

WHEREAS, the City is desirous to utilize the Contract to secure recycling materials processing services; and

WHEREAS, the City's procurement requirements permit it to use the Contract for such purposes.

NOW, THEREFORE, in consideration of these premises and the mutual undertakings hereinafter stated, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows (capitalized term has the meanings set forth in the Contract unless the context requires otherwise):

1. Existing Contract WMIF and the City of Coral Springs, Florida are parties to that certain Recycling Services Agreement dated June 20, 2018 (the "Contract"). A copy of the Contract and its Exhibits and Addendum is attached hereto for reference. The City elects to utilize WMIF as a contractor for the provision of recyclable processing services pursuant to the terms and conditions of the Contract. The City represents that utilization of the Contract is permitted by its procurement requirements.
2. Parties. WMIF and the City shall be parties to the Agreement for Recycling Processing Services and reference to the City of Coral Springs shall be reference to the City of Coconut Creek. The City of Coconut Creek shall be deemed substituted for "City of Coral Springs, Florida" with regard to any and all provisions of the City of Coral Springs Agreement, including by example, and not limitation, with regard to bond requirements, additional insureds on all required insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of WMIF made in the Coral Springs Agreement are restated as if set forth fully herein, made for the benefit of the City of Coconut Creek, and incorporated herein.
3. Services. The City and WMIF shall be bound by the obligations, terms and conditions and prices set forth in the Contract. Any amendment to the Contract by the

City of Coral Springs and WMIF shall not serve to amend this Agreement. All amendments shall be approved by both parties in advance in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Recycling Processing Services to be executed by their authorized representatives and have hereunto set their hands and seals as of the day and year first above written.

**CITY OF COCONUT CREEK**

\_\_\_\_\_  
Mary C. Blasi, City Manager

ATTEST:

\_\_\_\_\_  
Leslie Wallace May, City Clerk

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney

WASTE MANAGEMENT INC. OF FLORIDA

By: \_\_\_\_\_

Attest:

\_\_\_\_\_