

**SECOND AMENDMENT TO AGREEMENT**

Between

BROWARD COUNTY

and

BROWNING-FERRIS INDUSTRIES OF FLORIDA, INC.

for

MATERIALS RECOVERY FACILITY

SECOND AMENDMENT TO AGREEMENT

Between

BROWARD COUNTY

and

BROWNING-FERRIS INDUSTRIES OF FLORIDA, INC.

for

MATERIALS RECOVERY FACILITY

This is a Second Amendment to Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

BROWNING-FERRIS INDUSTRIES OF FLORIDA, INC., hereinafter referred to as "BFI," with its principal place of business in Wilton Manors, Florida.

WHEREAS, COUNTY and BFI entered into an Agreement, which was executed on October 6, 1992, for a Materials Recovery Facility; and

WHEREAS, BFI began operation of the Materials Recovery Facility on September 1, 1993; and

WHEREAS, COUNTY and BFI entered into a First Amendment to Agreement, which was executed on February 7, 1996, amending various provisions of the Agreement of October 6, 1992, relating to the program year, program operations, term of agreement, service fees, materials acceptance, and financial information and reports; and

WHEREAS, when BFI began its operations there were certain unknowns regarding recyclable materials and residues; and

WHEREAS, the COUNTY and BFI desire to recognize these variations and amend the Agreement in accordance therewith; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and BFI hereby agree to amend the Agreement for Materials Recovery Facility as follows:

1 Article 1, DEFINITIONS is amended to read:

1.13 Program Materials - means newspapers; phone books (as designated by Article 5, Subsection 5.2 g)); corrugated cardboard; glass containers (clear, brown, green); aluminum, steel and bi-metal containers; plastic container (Types 1, 2, and 3); polycoated gable top containers and aseptic packages; incidental kraft paper and film plastic bags used to contain Program Materials; and other Recyclables which shall from time to time be designated, if mutually agreed to by the parties (as evidenced by a change order) for separation, collection and/or processing as part of the program when additional Recyclables and viable markets are identified.

2. Article 5, SERVICE FEES, is amended to read:

5.2 d) Effective October 1, 1996, the County's Revenue Share will be calculated using inbound weighscale records for Program Recyclables as adjusted for Residue Allowance (RA). The Residue Allowance percentage shall be 5 percent (5%).

5.2 g) Effective January 1, 1997, the County shall make an annual supplemental payment to BFI when the BFI Facility is the designated facility to process phone books for a three (3) month period coinciding with and following distribution of new phone books. During such periods, the phone books shall be deemed a Program Material. In 1997, the payment shall be Forty-five Thousand Dollars (\$45,000) and said payment will be adjusted annually, January 1st of each year, thereafter by the "CPI Adjustment" referenced in 5.2a.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed this Agreement between BROWARD COUNTY and BROWNING-FERRIS INDUSTRIES OF FLORIDA, INC., on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman or Vice Chair, authorized to execute same by Board action on the 1/4/97 day of January, 1997, and BROWNING-FERRIS INDUSTRIES OF FLORIDA, INC., signing by and through its \_\_\_\_\_, duly authorized to execute same.

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND BROWNING-FERRIS INDUSTRIES OF FLORIDA, INC., FOR MATERIALS RECOVERY FACILITY

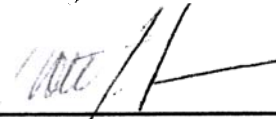
ATTEST:



County Administrator and  
Ex-Officio Clerk of  
the Board of County  
Commissioners of Broward  
County, Florida

COUNTY


BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By   
Chair

26<sup>th</sup> day of February, 1997.

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
JOHN J. COPELAN, JR.  
County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968



By   
JUDITH C. ELFONT  
Assistant County Attorney

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
BROWNING-FERRIS INDUSTRIES OF FLORIDA, INC., FOR MATERIALS RECOVERY  
FACILITY

BROWNING-FERRIS INDUSTRIES OF FLORIDA, INC.

ATTEST:

By: Kay M. Hathaway

By: [Signature]

Title: Administrative Asst

Title: VP

JCE:wp  
bfimrf.a01  
1/30/97  
#96-081.05