

**AMENDMENT TO AGREEMENT FOR SOLID
WASTE, COLLECTION & RECYCLING SERVICES**

This Agreement is entered into this ____ day of _____, effective _____, 2025, by and between the **City of Pahokee** ("CITY"), a municipal corporation, organized under the laws of the State of Florida, located at 207 Begonia Drive, Pahokee, Florida, 33476, and **Big Dog Express of South Florida, Inc.** ("CONTRACTOR"), whose main office is located at 691 E. Main Street, Pahokee, FL 33476.

WHEREAS, the City of Pahokee ("City") has an existing agreement with Big Dog Express of South Florida, Inc. for solid waste and recycling collection services; and

WHEREAS, the term of the Agreement is for a five-year period, which started on March 1, 2020 and ends on February 28, 2025; and

WHEREAS, the agreement has an option for an additional two (2) year term; and

WHEREAS, the parties mutually desire to renew the agreement between Big Dog Express of South Florida, Inc. and City consistent with the terms set forth herein for an additional two (2) year term; and

WHEREAS, the City Commission of the City of Pahokee, Florida finds that renewal of the agreement is in the best interests of the City of Pahokee.

IT IS MUTUALLY AGREED by and between CITY and CONTRACTOR as follows:

1. Paragraph 1, Term of Contract, is hereby amended and shall read:

1. TERM OF CONTRACT. CITY hereby grants to the CONTRACTOR the exclusive right and obligation to collect garbage, trash, vegetation, recyclable materials and construction debris and provide roll-off services within the corporate limits of the CITY in accordance with the terms and conditions as hereinafter stated for period of two (2) additional years, commencing on March 1, 2025 and ending February 28, 2027.

2. City and Contractor agree that the CONTRACT PRICE payment terms set forth in Exhibit "A" of the Contract shall be replaced with Exhibit "A" attached hereto.

3. Contractor agrees to continue to abide by all applicable provisions of federal, state and county and city laws, including state requirements, such as the e-verify provisions set forth below:

E-verify. In accordance with Florida Statutes §448.095, the Contractor, shall provide to the City proof of participation/ enrollment in the E-verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the Everify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

4. All other language of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date first above written.

EXECUTED ON THIS _____ day of _____, 2025.

CONTRACTOR

CITY OF PAHOKEE

By: _____

Signature Authorized
Representative

By: _____

Keith W. Babb, Jr.,
Mayor

Name: _____

Date: _____

Date: _____

Attest: (SEAL)

Nylene Clarke, CITY CLERK

Approved as to form:

Burnadette Norris-Weeks, CITY
ATTORNEY

EXHIBIT "A"

Yearly and Monthly Expenses to City

<u>Year</u>	<u>Time Period</u>	<u>Monthly</u>	<u>Yearly</u>
1	March 1, 2020 to February 28, 2021	\$40,000.00	\$480,000.00
2	March 1, 2021 to February 28, 2022	\$40,000.00	\$480,000.00
3	March 1, 2022 to February 28, 2023	\$41,500.00 (3.75%)	\$498,000.00
4	March 1, 2023 to February 29, 2024	\$42,000.00 (1.21%)	\$504,400.00
5	March 1, 2024 to February 28, 2025	\$42,300.00 (.75%)	\$507,600.00
<u>2 Year Extension (if approved 1.5% each year)</u>			
6	March 1, 2025 to February 28, 2026	\$42,934.50	\$515,214.00
7	March 1, 2026 to February 28, 2027	\$43,578.50	\$522,942.21

Commercial Recycling Collection Services

Maximum Rates (page 8) \$9.75 PY non-compacted

Roll-Off Rates – for non-contractor owned containers

Maximum Rates (page 9) \$250 Haul Plus Disposal

Special Service Rates \$20.00 Back Door Services