

**SECOND AMENDMENT TO FRANCHISE AGREEMENT FOR SOLID WASTE
COLLECTION AND RECYCLING SERVICES BETWEEN THE CITY OF MARGATE
AND REPUBLIC SERVICES OF FLORIDA LIMITED PARTNERSHIP D/B/A ALL
SERVICE REFUSE**

THIS SECOND AMENDMENT (“Second Amendment”) is made this ____ day of _____, 2026, by and between THE CITY OF MARGATE, a Florida municipal corporation, hereinafter called “CITY,” whose address is 5790 Margate Blvd., Margate, Florida 33063, and REPUBLIC SERVICES OF FLORIDA LIMITED PARTNERSHIP D/B/A ALL SERVICE REFUSE, a Florida limited partnership hereinafter called “CONTRACTOR,” whose address is 751 NW 31st Avenue, Fort Lauderdale, FL 33311, (“CITY” and “CONTRACTOR” hereafter are collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, on August 25, 2021 (Ordinance 2021-9), the Parties entered into a Franchise Agreement for Solid Waste Collection and Recycling Services, (the “Original Agreement”); and

WHEREAS, on February 22, 2022, the Parties agreed to an amendment to the Original Agreement to provide for residential commingled waste collection, as approved by Ordinance 2022-2; and,

WHEREAS, the Original Agreement provided for the CONTRACTOR to annually pay a lump sum of \$5,000.00 to fund two scholarships to be awarded to residents of the City of Margate; and

WHEREAS, at this time, the Parties desire to amend the Original Agreement to provide that the CONTRACTOR shall pay the \$5,000.00 directly to the CITY as opposed to educational institutions where there are no qualified candidates; and

WHEREAS, this Second Amendment serves both a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the CITY.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

SECTION 1. The foregoing “Whereas” clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. That the Parties agree to amend Section 18.5 of the Original Agreement to read as follows:

18.5 Scholarship Program.

To provide continued funding of the City's scholarship program, the Contractor shall annually pay to the City a lump sum of five thousand dollars (\$5,000.00) to fund two scholarships which are to be awarded to Margate residents on an annual basis. In the event that the City determines there are no qualified applicants for the scholarships in a given year, the City shall have the sole discretion to utilize the funds for other municipal and public purposes.

SECTION 3. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, shall remain in full force and effect, except as specifically modified herein by this Second Amendment.

SECTION 4. This Second Amendment shall be effective upon execution by both parties. This Second Amendment may be executed in counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY OF MARGATE, a Florida municipal corporation

BY: _____
Antonio V. Arserio, Mayor

BY: _____
Cale Curtis, City Manager

ATTEST:

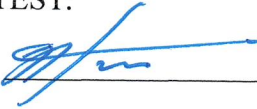
Jennifer M. Johnson, MMC, City Clerk

APPROVED AS TO FORM:

David N. Tolces, City Attorney

REPUBLIC SERVICES OF FLORIDA LIMITED
PARTNERSHIP D/B/A ALL SERVICE REFUSE, a
Florida limited partnership

ATTEST:

By: 

Title: MANAGER Municipal Sales

By: 

Print Name: Austin Mercalf

Title: General Manager