

SECOND AMENDMENT TO FRANCHISE AGREEMENT FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES

THIS SECOND AMENDMENT to Franchise Agreement for Solid Waste And Recycling Collection Services is made this _____ day of _____ 2020, by and between the CITY OF MARGATE, a municipal corporation, ("City") and WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation ("Contractor").

WITNESSETH

WHEREAS, the City and Contractor are parties to that certain Franchise Agreement for Solid Waste And Recycling Collection Services between the City and Contractor executed by the City on November 4, 2015, (the "Franchise Agreement") ; and

WHEREAS, the Franchise Agreement was amended by that certain Amendment to Franchise Agreement for Solid Waste And Recycling Collection Services dated December 12, 2018; and

WHEREAS, the parties have determined to amend the Franchise Agreement due to the City's decision to suspend the processing of curbside recyclables, such decision having been memorialized in that certain Amendment To Agreement Between the City of Margate and Waste Management Inc. of Florida for Recycling Processing Services dated _____; and

WHEREAS, the parties have determined that such amendment is in their respective best interests.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Capitalized Terms and Headings.** All capitalized terms herein shall have the meanings attributed to them in the Franchise Agreement unless indicated otherwise or unless the text requires otherwise. Headings used herein are for the convenience of the parties and shall not be used to interpret, modify, expand, decrease, or otherwise explain the text.
2. **Suspension of Recyclable Materials Delivery to Recyclables Processing Facility/Disposal Facility.** The City has determined to suspend delivery of Recyclable Materials collected from Residential Recycling Customers and Multifamily Recycling Customers to the Designated Recycling Facility for the period June 18, 2020, through October 1, 2020. Accordingly, for that period and for such other period that may be mutually agreed by the parties providing authority to the City Manager by the City Commission to approve such an extension on behalf of the City (the "Suspension Period"), Contractor shall collect Recyclable Materials set out in Recycling Carts in the same manner, and using the same vehicles, as Contractor currently does and deliver it to the Wheelabrator North Resource Recovery Facility transfer station for disposal by Wheelabrator. Collection days and routes for Recyclable Materials shall remain in effect unless mutually agreeable modifications are made. All administrative charges related to disposal of Recyclable Materials in other than a materials recycling facility shall not apply during the Suspension Period.
3. **Disposal Costs.** Contractor shall pay the transportation costs from the Wheelabrator North Resource Recovery Facility transfer station and the Tipping Fees for disposal of the Recyclable Materials at the Designated Facility. The City shall reimburse the Contractor for the transportation and disposal costs of the Recyclable Materials delivered to the agreed upon facility by the Contractor's vehicles currently used for collecting Recyclable Materials. Transportation

costs are currently \$1.90 per ton. Reimbursement for Tipping Fees shall be for the actual tons of Recyclable Materials delivered to the Wheelabrator North Resource Recovery Facility transfer station but shall not be less than for 300 tons per month. In the event the Contractor needs to use a different or additional vehicle to collect Recyclable Materials from Residential and Multifamily Recycling Customers, the Contractor shall notify the City of such a need within three (3) working hours of the vehicle being put into service and provide the vehicle number. The City will not be responsible for disposal costs for material from any vehicle other than those currently utilized for the collection of Recyclable Materials or vehicles for which the Contractor has provided proper notice.

4. **Public Communications.** The City will communicate the provisions of this Second Amendment as the City deems appropriate. Contractor shall have no obligation to provide oral or written communications regarding this Second Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized officers or representatives.

Attest:

City of Margate

City Clerk

By: _____
Mayor

By: _____
City Manager

Approved as to form:

City Attorney

Attest:

Waste Management Inc. of Florida

By: _____

Title: _____