

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF
MARGATE AND WASTE MANAGEMENT INC. OF FLORIDA
FOR RECYCLING PROCESSING SERVICES**

THIS AMENDMENT is made and entered into this _____ day of _____, 2020,
by and between:

CITY OF MARGATE, FLORIDA
a municipal corporation
5790 Margate Boulevard
Margate, FL 33063
(hereinafter referred to as "CUSTOMER")

and

WASTE MANAGEMENT INC. OF FLORIDA
a Florida corporation
2700 Wiles Road
Pompano Beach, Florida 33073
(hereinafter referred to as "COMPANY")

WHEREAS, CUSTOMER and COMPANY entered into an Agreement for recycling services on June 20, 2018 (hereinafter "Agreement"); and

WHEREAS, CUSTOMER desires to temporarily suspend deliveries of material under the Agreement for the period June 18, 2020 to October 1, 2020.

WHEREAS, COMPANY is willing to accommodate CUSTOMER'S request;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and hereby incorporated herein.

SECTION 2. The parties agree that for the period commencing June 18, 2020 to October 1, 2020, performance under the Agreement is suspended (the "Suspension Period"). Neither CUSTOMER nor COMPANY will have any obligation to the other except for payment of monies that may be required for services rendered prior to the Suspension Period. CUSTOMER'S City Manager may seek to modify or extend the Suspension Period by providing seven (7) days' advance written notice to COMPANY detailing the modification or extension. COMPANY shall accept or reject such request within seven (7) days of receiving same. Upon the resumption of recycling processing services, the blended value of materials will be calculated using the composition data obtained by COMPANY during the last six (6) months of processing for the CUSTOMER.

SECTION 3. All other conditions and terms of the original Agreement, not specifically amended herein remain in full force and effect.

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IN WITNESS WHEREOF, the CITY OF MARGATE and WASTE MANAGEMENT INC.
OF FLORIDA have hereunto set their hands and seals the date written above.

ATTEST:

CITY OF MARGATE, FLORIDA

JOSEPH J. KAVANAGH, City Clerk

TOMMY RUZZANO, Mayor

APPROVED AS TO FORM:

JANETTE M. SMITH, City Attorney

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SIGNATURE PAGE TO FOLLOW]

WITNESS:

[Signature]
JEFF GRANICK
Print Name

[Signature]
Andres Abma
Print Name

WASTE MANAGEMENT INC. OF FLORIDA

By: [Signature]
Print Name: DAVID M. MYHAN, PRES.
Title: President

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 3 day of June, 2020,
by David Myhan (name of person acknowledging), President (title) of
Waste Management Inc. of Florida (corporation), a Florida (state) corporation, on behalf
of the corporation.

WITNESS my hand
and official seal

[Signature]
Notary Public, State of Florida

Coleen T. Houlihan
Printed, typed or stamped name of Notary
Public exactly as commissioned

☒ Personally known to me, or
☐ Produced identification:

(type of identification produced)

