

CITY OF DELRAY BEACH  
AMENDMENT NO. 2 TO  
EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION OF SOLID WASTE  
AND RECYCLABLE MATERIALS

THIS AMENDMENT NO. 2 to the Exclusive Franchise Agreement for the Collection of Solid Waste and Recyclable Materials dated February 27, 2023 (“the Agreement” by and between the City of Delray Beach, Florida, a municipal corporation, organized and existing under the laws of the State of Florida (the “City”) and Waste Management Inc. of Florida, a Florida Corporation, (“Contractor”) (collectively, the “Parties”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (“Amendment Date”). All the Parties have legal capacity to enter into this Amendment and intend to be legally bound.

**RECITALS**

**WHEREAS**, the Parties entered into an Exclusive Franchise Agreement for the Collection of Solid Waste and Recyclable Materials dated February 27, 2023, the term of which commenced as of October 1, 2023 (the “Agreement”); and

**WHEREAS**, Section 8.11 of this Agreement provides that Contractor shall provide financial contributions and in-kind services to support City-sponsored events, local educational institutions, and non-profit organizations in their efforts to improve the local community; and

**WHEREAS**, the City and Contractor desire to amend the Agreement to add Exhibit 21 and update the language in Section 8.11 to allow financial contributions for mutually agreed upon projects to be distributed directly by the Contractor to the educational institutions and non-profit organizations; and

**WHEREAS**, the City and Contractor mutually agree to update the quantity and location of Big Belly Units throughout the City by amending Exhibit 16; and

**WHEREAS**, the City and Contractor desire to amend Exhibit 17 to accurately reflect the properties receiving collection services for both garbage and recycling, the frequency of pick-ups, and the size of the containers at each location; and

**WHEREAS**, the Parties mutually agree to update Exhibit 20 to accurately identify the location of public drop-off facilities for recyclable materials on City property; and

**WHEREAS**, the City Commission finds that amending the Agreement is in the best interest of the City of Delray Beach.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to avoid protracted litigation, it is hereby agreed among the Parties as follows:

1. The recitals set forth above are incorporated herein.

2. This Amendment No. 2 amends the Agreement to add Exhibit 21, which is attached hereto, to allow financial contributions for mutually agreed upon projects to be distributed directly to the educational institutions and non-profit organizations as provided in the exhibit and deletes and replaces Section 8.11 in its entirety to refer to Exhibit 21 and clarify the language as follows:

#### 8.11 COMMUNITY CONTRIBUTIONS

The Contractor shall provide financial contributions and in-kind services to support City-sponsored events, local educational institutions, and non-profit organizations in their efforts to improve the local community. The Contractor's contributions and services shall equal Eighty Thousand Dollars (\$80,000) each operating year. On October 1, 2024, and each Operating Year thereafter, the Contractor shall contribute \$80,000.00 plus an annual increase of three thousand dollars (\$3,000). The contributions shall be distributed as outlined in Exhibit 21.

By October 1, 2024 and each October 1<sup>st</sup> thereafter, the Contractor shall provide documentation to the Administrator demonstrating that the Contractor has satisfied this financial commitment. If at any time the City reasonably concludes that the Contractor has not fully satisfied this financial commitment, the Contractor shall remedy the shortfall within twelve (12) months after receiving written notice from the Administrator.

3. This Agreement is updated to include the correct quantity and location of Big Belly Units throughout the City as provided in the revised Exhibit 16 attached hereto.

4. This Amendment No. 2 amends the Agreement to accurately reflect the properties receiving collection services for both garbage and recycling, the frequency of pick-ups, and the size of the containers at each location by amending Exhibit 17, List of City Properties Receiving Collection Services, as attached hereto.

5. Exhibit 20 is updated to accurately reflect the recycling drop-off locations in the City as provided in the revised Exhibit 20 attached hereto.

6. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed. The Agreement, Amendment No. 1, and Amendment No. 2 the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

\_\_\_\_\_  
Katerri Johnson, City Clerk

By: \_\_\_\_\_  
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lynn Gelin, City Attorney

WASTE MANAGEMENT INC. OF  
FLORIDA

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (name of person), as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Personally known \_\_\_ OR Produced Identification \_\_\_  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

**EXHIBIT 16**

**BIG BELLY UNITS ON CITY PROPERTY**

No	Station	Type	Waste Stream	Description	Location
1	2401980	BB4	Trash	Concession Stand - Pompey	Pompey Park
2	2401985	BB4	Trash	South of Flag Pole - Veterans	Veterans Park
3	2402001	BB4	Trash	West Parking Lot Field 2 - Pompey	Pompey Park
4	2402005	BB4	Trash	Middle Parking Lot - Pompey Park	Pompey Park
5	2401285	BB4	Trash	Front of City Hall	City Hall

**EXHIBIT 17**  
**LIST OF CITY PROPERTIES RECEIVING COLLECTION SERVICE**

The following table identifies the name and location of each City facility that will receive collection services, the type of collection service, the size of the collection container and the frequency of service required.

<u>Location</u>	<u>Type of Service</u>	<u>Containers</u>	<u>Frequency</u>
Fire Station #2 35 Andrews Ave	Garbage	3-96 gallon	1 time per week
	Recycling	3-96 gallon	1 time per week
PD Training Bldg 2350 Seacrest Blvd	Garbage	1-4 yard	1 time per week
Swinton Operations Complex (Main Building) 434 S Swinton Ave	Garbage	4-96 gallon	4 times per week
	Recycling	4- 96 gallon	1 time per week
Miller Park 1905 SW 4 <sup>th</sup> Ave	Garbage	1-8yard	2 times per week
Library 100 W Atlantic Ave	Garbage	5-96 gallon	2 times per week
City Hall 100 NW 1 <sup>st</sup> Ave	Garbage	2-8 yard dumpster	7 times per week
	Recycling (by dumpsters)	8-96 gallon	1 time per week
	Recycling (parking lot)	5-96 gallon	1 time per week
Fire Station #1 501 W Atlantic Ave	Garbage	1-8 yard Dumpster	2 times per week
	Recycling	5-96 gallon	1 time per week
Golf Club 2200 Highland Ave Clubhouse	Garbage	6-96 gallon	1 time per week
	Garbage	1-4 yard dumpster	2 times per week
	Recycling	1-4 yard dumpster	2 times per week
	Recycling	4-96 gallon	1 time per week
Marina 159 Marine Way	Garbage	5-96 gallon	2 times per week
	Recycling	3-96 gallon	1 time per week
Police Department 300 W Atlantic Ave	Garbage	1-8 yard	2 times per week
	Recycling	1-4 yard	3 times per week
	Recycling	4-96 gallons	1 time per week
Pompey Park	Garbage	2-6 yard	2 times per week
	Garbage	2-96 gallon	2 times per week
Teen Center 505 SE 5 <sup>th</sup> Ave	Garbage	2- 96 gallon	2 times per week
	Recycling	2-96 gallon	1 time per week
Water Treatment 200 NW 1 <sup>st</sup> Ave	Garbage	1-6 yard	1 time per week

Swim & Tennis Club 2350 Jaeger Dr	Garbage Recycling	1-4 yard 4-96 gallon	1 time per week 1 time per week
Seacrest Soccer 2505 Seacrest Blvd N	Garbage Recycling	1-4 yard 5-96g	2 times per week 1 time per week

Swinton Operations Complex (Pks Maint) 434 SW 4 <sup>th</sup> St	Garbage	1-8 yard 1-4 yard	4 times per week 2 times per week
	Recycling	1-8 yard	1 time per week

Fire Station #5 4000 Germantown Rd	Garbage Recycling	4-96 gallon 3-96 gallon	2 times per week 1 time per week
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Lake View Golf 1200 Dover Rd	Garbage Recycling	1-6 yard 5-96 gallon	2 times per week 1 time per week
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Catherine Strong Park	Garbage	1-4 yard	1 time per week
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Fire Station #4 4321 Lake Ida Rd	Garbage Recycling	2-96 gallon 3-96 gallon	2 times per week 1 time per week
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City Attorney 200 NW 1 <sup>st</sup> Ave	Garbage	1-4 yard	2 times per week
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Historic Train Depot 80 Depot Avenue	Garbage Recycling	1-8 yard 4-96 gallon	3 times per week 2 times per week
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**EXHIBIT 20**  
**LIST OF CITY'S PUBLIC DROP-OFF FACILITIES**  
**FOR RECYCLABLE MATERIALS**

Delray Beach City Hall	100 NW 1st Avenue
FEC Railroad Tracks	40 NE 4th Avenue

**EXHIBIT 21**  
**COMMUNITY CONTRIBUTIONS**

The Contractor shall provide financial contributions and in-kind services to support City-sponsored events, local educational institutions, and non-profit organizations in their efforts to improve the local community. The City and the Contractor shall work together to identify mutually acceptable projects that the Contractor shall support with cash or in-kind contributions.

The Contractor will directly distribute funds annually to:

Delray Beach Public Schools - \$35,000 total

Banyan Creek Elementary School - \$5,000

Carver Middle School - \$5,000

Orchard View Elementary School - \$5,000

Pine Grove Elementary School - \$5,000

Plumosa School of the Arts - \$5,000

S.D. Spady Montessori Elementary School - \$5,000

Village Academy Elementary School - \$5,000

Delray Beach Chamber of Commerce - \$10,000

Delray Beach Public Library - \$2,500

The Contractor shall remit the remainder of the Community Contribution funds to the City of Delray Beach, as a single payment, who will be responsible for utilizing these funds earmarked for City-sponsored events or activities such as:

**Recycle Delray** - The City will support the “Recycle Delray” program to promote recycling through community events and outreach programs. The Neighborhood and Community Services Department will collaborate with other City Departments and external partners to promote recycling through community events and outreach programs.

**Coastal Cleanup/Earth Day** - The Neighborhood and Community Services Department will collaborate with other City Departments and external partners for Coastal Cleanup and Earth Day events.

**Shred Days** - The Sanitation Division will coordinate Shred Days for residents of Delray Beach to securely discard unwanted documents.

**Portable Restrooms for City Sponsored Events**- Provision of portable restroom services for City sponsored annual events such as the Christmas Tree Lighting/Yuletide Street Fair, Holiday Parade, Delray Beach Open, St. Patrick’s Day Parade and Festival, Delray Affair, and Fourth of July Celebration.

**Downtown Recycling** - To assist with recycling efforts in the downtown district.

**Neighborhood Cleanups and Adopt-A-Street Events** - The Neighborhood and Community Services Department will collaborate with other City Departments and outside partners for the annual neighborhood cleanup event, monthly Adopt-A-Street events, and other cleanup activities throughout the City.

**Neighborhood and Community Services Holiday Turkey and Ham Giveaway** - To assist with the holiday turkey and ham giveaways for residents hosted by the Neighborhood and Community Services Department.