AMENDMENT NO. 2 TO SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT DATED APRIL 3, 2018

THIS AMENDMENT NO. 2 to the Solid Waste and Recycling Collection Franchise Agreement dated March 9, 2015, is made this 25th day of September 2018 by and between the CITY OF DELRAY BEACH ("the City") and WASTE MANAGEMENT INC. OF FLORIDA ("WMIF" or "Waste Management" or "CONTRACTOR").

WITNESSETH:

WHEREAS, the Franchise Agreement dated March 9, 2015, was initially issued to Southern Waste Systems, LLC and assigned to Waste Management on December 14, 2015 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to incorporate procedures to alleviate potential health hazards and curb litter resulting from the overfilling of collection containers and provide procedures to improve communication with CITY staff.

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

1. The recitations set forth above are incorporated herein.

2. All capitalized terms shall have the meanings set forth in the Agreement as amended unless the context requires otherwise.

3. That a new Section 26.5 is added as follows:

Overfilling mechanical containers presents safety and health risks to the residents of the CITY. In the event that the CONTRACTOR determines during a collection event that a Customer's mechanical container is overfilled with waste or recyclables, the CONTRACTOR shall take a digital photograph of the container in such a manner to present evidence of overfilling. For purposes of this Section 26.5, overfilling is defined as the container being overloaded so that the lid does not close securely and is displaced by at least 10 (ten) inches. The CONTRACTOR shall provide to the customer a notice of such overfilling. For each event of overfilling, the CONTRACTOR shall charge the customer $200, not to exceed $600 per month. The overfilling charge shall be subject to Franchise Fees which shall be added to the overfilling charge. The CONTRACTOR shall take reasonable steps to seek to increase the customer's service level by providing a larger container or increasing the frequency of service.

If a Customer has exhausted all options to increase collection service level, the Sanitation Division and the CONTRACTOR may conduct a case-by-case review to determine if the Customer is to be exempt from section 26.5. Such exemption may only be given if the Sanitation Division and the CONTRACTOR agree that there are physical constraints to locating a larger or second container and service is at the maximum frequency provided by the CONTRACTOR.

4. Except as expressly modified in writing herein or as modified by subsequent written amendments, all other terms and conditions of the Agreement and any amendments thereto survive this Agreement and are deemed to be incorporated herein and are binding on the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment of the Solid Waste and Recycling Collection Franchise Agreement on the day and year first hereinabove written.

ATTEST:

Katerri Johnson, City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: _____
Shelly Petrolia, Mayor

Approved as to legal form and sufficiency:

R. Max Lohman, City Attorney

WITNESSES:

CHRISTA JOHNSON
(name printed or typed)

DENISE LOGUE
(name printed or typed)

WASTE MANAGEMENT INC. OF FLORIDA

By: _____
Timothy B. Hawkins, ~~Vice~~ President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24 day of September, 2018 by Timothy B. Hawkins, as President (name of officer or agent, title of officer or agent), of Waste Management Inc. of Florida, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____(type of identification) as identification.

COLEEN T. HOULIHAN
MY COMMISSION # GG017816
EXPIRES August 02, 2020

Notary Public, State of Florida