

Second Amendment to Solid Waste Franchise Agreements

This Second Amendment to Solid Waste Franchise Agreements ("Second Amendment") is entered into this _____ day of _____, 2021 by and between WASTE MANAGEMENT INC. OF FLORIDA ("Contractor"), a Florida corporation, and MARTIN COUNTY, a political subdivision of the State of Florida ("County").

WHEREAS, the County and the Contractor entered into a Solid Waste Franchise Agreement for Martin County's Eastern Service Area ("Eastern Agreement") on or about September 25, 2007; and

WHEREAS, the Contractor was assigned the County's Solid Waste Franchise Agreement for Martin County's Western Service Area on or about May 4, 2010; and

WHEREAS, the two solid waste franchise agreements described above are collectively referred to herein as the "Franchise Agreements;" and

WHEREAS, on January 14, 2020, the County and the Contractor entered into an Amendment to Solid Waste Franchise Agreements ("First Amendment"), pursuant to which the County extended the term of the Franchise Agreements from October 1, 2020 through March 31, 2021; and

WHEREAS, the County and the Contractor now wish to extend the term of the Franchise Agreements from April 1, 2021 through September 30, 2021, subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Contractor agree as follows:

1. The term of the Franchise Agreements shall be and hereby is extended through September 30, 2021.
2. All of the terms and conditions in the Franchise Agreements, as previously amended, shall remain unaltered and in effect, except as provided in paragraph 1, above.
3. Section 76 of the Eastern Agreement requires the Contractor to provide certain recycling and disposal services to the County. Among other things, Section 76.2 requires the Contractor to transport Recyclable Materials from the County's Transfer Station to the Contractor's Reuter Recycling Facility. This requirement in Section 76.2 shall have no force or effect after 11:59 p.m. on September 30, 2021 because both of the Franchise Agreements, including the Eastern Agreement, will expire on September 30, 2021. This paragraph 3 is included in this Second Amendment solely to clarify the Contractor's obligations; it does not change or otherwise amend any of the rights or obligations of the Contractor and the County under the Franchise Agreements.

IN WITNESS WHEREOF, the County and the Contractor have caused this Second Amendment to Solid Waste Franchise Agreements to be executed by their duly authorized officers as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington
Chair

Attest:

Carolyn Timmann
Clerk of the Circuit Court & Comptroller

Approved as to form
And legal sufficiency

Sarah W. Woods
County Attorney

WASTE MANAGEMENT INC. OF FLORIDA

By: _____
Signature and Date

David M. Myhan, President

Attest:

By: _____
Ron Kaplan, Assistant Secretary

Date

By: _____

Printed Name

Date