

52 of the City's Code of Ordinances is hereby revised to amend Article 4 "Term" of the Agreement
53 to read as provided in the attached Amendment.

54
55 **Section 4.** That all ordinances or parts of ordinances in conflict herewith are hereby
56 repealed to the extent of such conflict.

57
58 **Section 5.** If any word, phrase, clause, sentence, or section of this Ordinance is for
59 any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of
60 any remaining portions of this Ordinance.

61
62 **Section 6.** This Ordinance shall take effect immediately upon its passage and
63 adoption on Second Reading.

64
65 **PASSED 1ST READING THIS 11th DAY OF July, 2018.**

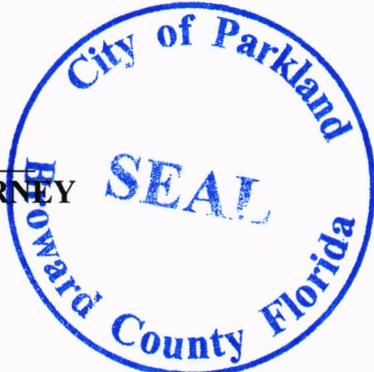
66
67 **ADOPTED ON 2ND READING THIS 16th DAY OF August 2018**

68
69 **CITY OF PARKLAND, FLORIDA**

70
71
72 
73 _____
74 **CHRISTINE HUNSCHOFSKY**
75 **MAYOR**

76 ATTEST:
77 
78 _____
79 **JENNIFER JOHNSON, CITY CLERK**

80
81 Approved as to form and legality
82
83 
84 _____
85 **ANDREW MAURODIS, CITY ATTORNEY**



RECORD OF COMMISSION VOTE
Mayor Hunschofsky *Yes*
Vice Mayor Kagan *Yes*
Commissioner Cutler *Yes*
Commissioner Mayersohn *Yes*
Commissioner Solomon *Yes*

**AMENDMENT TO AMENDED AND RESTATED FRANCHISE AGREEMENT
BETWEEN CITY OF PARKLAND AND WASTE MANAGEMENT INC. OF FLORIDA**

THIS AMENDMENT TO THE AMENDED AND RESTATED FRANCHISE AGREEMENT (“Amendment”) is entered into this 20th day of Aug., 2018, by and between the CITY OF PARKLAND, FLORIDA, a municipal Corporation, (the “CITY”)

AND

WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation located at 2700 NW 48th Street, Pompano Beach, FL 33073, and its successors, assigns and subsidiaries, (the “CONTRACTOR”).

WHEREAS, in 2008, the CITY adopted and entered into a franchise agreement with CONTRACTOR for the collection and disposal of trash, garbage and other refuse found within municipal limits of the CITY (the “Franchise Agreement”); and

WHEREAS, on April 21, 2010, the CITY enacted Ordinance No. 2010-03, adopting an Amended and Restated Franchise Agreement with CONTRACTOR that provided for certain amendments to the Franchise Agreement and a five-year renewal of the franchise (the “Franchise”) through September 30, 2018, with multiple five-year renewal options available thereafter (the Amended and Restated Franchise Agreement is the “Agreement”); and

WHEREAS, CITY desires to extend the existing term of the Agreement for a one-year period through September 30, 2019; and

WHEREAS, the CITY and CONTRACTOR agree to extend the existing term of the Agreement for a one-year period through September 30, 2019 upon the same terms and conditions as set forth in the Agreement, except as otherwise provided in this Amendment.

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

Section 1. The above recitals are true and accurate and are incorporated herein.

Section 2. The existing term of the Franchise ending on September 30, 2018, is hereby extended for a one-year period through September 30, 2019.

Section 3. Article 4 “Term” of the Agreement is hereby amended to read as follows¹:

“The franchise granted hereto shall be and remain in full force and effect for a period commencing on the first day of October 2010, and extending through the last day of September ~~2018~~2019, except as otherwise provided herein; provided furthermore, that this franchise may thereafter be renewed at the mutual written agreement of the CITY and the CONTRACTOR for up to three (3) additional five (5) year periods upon the same terms, conditions and limitations imposed hereby.

¹ Deletions to existing Agreement text are reflected by ~~strike through~~; additions to existing text are underlined.

The term of this franchise shall ~~may~~ be automatically renewed under the same terms, conditions and limitations for five (5) years (up to a maximum of three renewals) ~~upon written agreement by the parties unless either party gives notice (pursuant to Article 11.5) of termination to the other party of its intent not to extend this Franchise Agreement at the end of its original term or any extended term, which notice shall be delivered to the other party not less than one hundred eighty ninety~~ (180-90) days prior to the expiration of the original term or any extended term.”

Section 4. All other terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

Section 5. If any word, phrase, clause, sentence or section of this Amendment is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Amendment.

Section 6. This Amendment shall be effective upon the execution by both parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**AMENDMENT TO AMENDED AND RESTATED FRANCHISE AGREEMENT
BETWEEN CITY OF PARKLAND AND WASTE MANAGEMENT INC. OF FLORIDA**

IN WITNESS WHEREOF, the parties have made and executed this Amendment on the respective dates under each signature.

WASTE MANAGEMENT INC. OF FLORIDA

WITNESSES:

By: [Signature]
RONALD M. KAPLAN, ASST. SEC.

By: [Signature]
Barbara Herrere

By: [Signature]
James F. Lambros, Vice President

Dated: 7/12/18

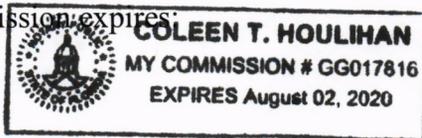
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12 day of July, 2018, by James F. Lambros as Vice President of WASTE MANAGEMENT INC. OF FLORIDA, who is personally known to me or has produced _____ as identification.

Notary Public:

(SEAL)

My commission expires:



[Signature]

Print name: Coleen T. Houlihan

CITY OF PARKLAND

ATTEST:

[Signature]
Jennifer Johnson, City Clerk



By: [Signature]
Robert A. Payton, City Manager

Dated: 8-20-18

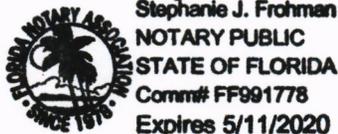
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20th day of August, 2018, by Robert A. Payton, as City Manager of the City of Parkland, Florida, on behalf of the municipal corporation, who is personally known to me.

Notary Public:

(SEAL)

My commission expires:



[Signature]
Stephanie J Frohman

Print name: