FIRST AMENDMENT TO MASTER AGREEMENT
Contract No. ITB2023-4-UTL
Contract Title: Odor Control Chemicals

THIS AGREEMENT ("Agreement"), dated this _2nd_____ day of __October_____ 2026, by and between:

> **CITY OF COOPER CITY**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("City"),
>
> and
>
> **MOMAR, INC.,** a Foreign corporation, located at 1830 Ellsworth Industrial Dr. NW, Atlanta GA 30318, who is authorized to do business in the State of Florida. (hereinafter referred to as the "CONTRACTOR."), who is authorized to do business in the State of Florida

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on December 12, 2023, the City and CONTRACTOR entered into an agreement for the CONTRACTOR to provide Odor Control Chemicals; (hereinafter referred to as the "Original Agreement"); and

WHEREAS, the initial term of the Original Agreement is set to expire on December 11, 2026; and

WHEREAS, the Original Agreement provided for an option for two (2) additional 1-year renewal terms, subject to the mutual written consent of the Parties; and

WHEREAS, the CITY is satisfied with the CONTRACTOR's performance pursuant to the Original Agreement, and the Parties seek to renew the Original Agreement for the first one (1) year renewal term, under the same terms and conditions; and

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:

1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.
2. The Original Agreement is hereby renewed for the first renewal term, which shall commence on December 12, 2026, and shall terminate on December 11, 2027.

3. The Original Agreement and First Amendment, as executed by the Parties, shall remain in full force and effect except as specifically amended herein. Parties agree that the First Amendment, original terms & conditions and pricing remain the same.

CITY:

a) to the Project Manager:

City of Cooper City, Utilities Department
Attention: Akin Ozaydin
9090 SW 50th Place
Cooper City, Florida 33328
Phone No. (954) 434-4300 X 111
Email: aozaydin@CooperCity.gov

and,

b) to the Contract Manager:

City of Cooper City Procurement
Attention: Tyrone White
9090 SW 50th Place
Cooper City, Florida 33328
Phone: 954-434-4300 x 268
Email: twhite@coopercity.gov

Copy to:

Jacob G. Horowitz, Esq.
City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Phone: 954-771-4500 x 5055
Email: JHorowitz@gorencherof.com

For CONTRACTOR:

Carlon, Inc.
Attention: Becky Levy
1830 Ellsworth Industrial Dr. NW
Atlanta, GA 30318
Phone No. (404)355-4580
Email: HELP@MOMAR.COM

4. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

5. **Electronic Signature(s).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate of copy of the First Amendment that

contains a duplicated or non-original signature will be treated the same as an original, signed copy of this First Amendment for all purposes.

6. **Legal Authority.** Each person signing this First Amendment on behalf of either party individual warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF COOPER CITY

Date:_____

_____
CITY MAYOR

_____
CITY MANAGER

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY BY:

_____
CITY ATTORNEY

_____
CITY CLERK

MOMAR, INC.,

Date: 10/2/2026

_____
By:

Jennifer Appenzeller
NAME

Director, Executive Administration
TITLE

_____
WITNESSED BY:

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jennifer Appenzeller, as Director, Exec. Admin. of **MOMAR, INC.**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of__, as_____of **MOMAR, INC.**, and who is personally known to me or has produced _____as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 2 day of October, 20 26.

_____
NOTARY PUBLIC
KARIN HECKL
Print or Type Name

My Commission Expires: _____

KARIN HECKL
NOTARY PUBLIC
DeKalb County
State of Georgia
My Commission Expires September 28, 2029