

**THIRD AMENDMENT TO  
AMENDED AND RESTATED SOLID WASTE AND RECYCLABLE MATERIAL  
COLLECTION AGREEMENT**

Between the Village of Sea Ranch Lakes ("Village")  
and  
Waste Management Inc. of Florida ("Contractor")

**THIS THIRD AMENDMENT TO AMENDED AND RESTATED SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION AGREEMENT** is made this \_\_\_20th\_\_\_ day of \_\_\_February\_\_\_\_\_ 2019, between the Village of Sea Ranch Lakes ("Village") and Waste Management Inc. of Florida ("Contractor").

**WHEREAS**, the Village and Contractor entered into that certain Amended and Restated Solid Waste and Recyclable Material Collection Agreement (the "Agreement") on or about May 28, 2010; and

**WHEREAS**, the Village and Contractor entered into that certain First Amendment to Amended and Restated Solid Waste and Recyclable Material Collection Agreement on or about February 26, 2013, and Second Amendment to Amended and Restated Solid Waste and Recyclable Material Collection Agreement on or about July 22, 2015; and

**WHEREAS**, the parties desire to renew the contract for three years pursuant to Section 2 of the Agreement, modify the residential collection rate, change the index for calculating rate adjustments and modify the response from Contractor for hurricanes and natural disaster.

**NOW, THEREFORE**, Village and Contractor do hereby agree as follows:

1. Recitals. The above recitals are true and accurate.
2. Section 2 of the Agreement is amended to read as follows:

**Section 2. Term of Agreement.** The term of this Agreement shall be for a period from and including March 1, 2019, through February 28, 2022, or such other date as the parties may agree in writing. This Agreement may be renewed by mutual consent of the parties for additional periods of three (3) years. The parties agree that no later than one hundred twenty (120) days prior to the expiration of this Agreement, that they will meet and endeavor to renegotiate same for said renewal. If the parties have not reached agreement as a renewal within a period of ninety (90) days prior to the expiration of this contract, then it is agreed that the Village may at its option, negotiate with others and/or let the services provided for herein out for bids.

3. Section 12 of the Agreement is amended to read as follows:

**Section 12. Compensation for Services.**

**Section 12. Compensation for Services.** Village agrees to make monthly payments to Contractor, on the 15th day of each calendar month in the per unit rate as set forth in Schedule 1. Commencing October 1, 2010 and on each subsequent October 1 during the term hereof, the Village agrees to adjust the compensation for services paid Contractor according to the following formula:

Contractor's compensation rate shall be adjusted on each anniversary of this Agreement, based on the change in the previous year's Consumer Price Index (CPI).

The new compensation rate shall be determined by the following calculations: New Rate =  $\frac{[(CPI2 - CPI1) + 1]}{CPI1} \times \text{Current Rate}$

"CPI" - the Water, Sewer, and Trash Collection (WST) CPI, publicly published monthly by the Bureau of Labor Statistics (as CUUR0000SEHG).

"CPI1" - the published CPI for the month of August of the preceding year. "CPI2" - the published CPI for the month of August for the year in which the compensation rate is being adjusted.

For example, if the CPI Index for August 2009 is 150.5 and the CPI Index for August 2010 is 153.5, then the percentage change would be 1.99% (153.5 - 150.5 divided by 150.5). If the 2009 rate was \$27.75, the new rate would be \$28.30 ( $\$27.75 \times 1.99\% = 0.55 + \$27.75 = \$28.30$ ).

Adjustments to the rate made in accordance with this section are intended to reflect changes in the purchasing power of a given amount of money expressed in dollars. If CPI1 and CPI2 are not expressed in relation to the same base period or if a material change is made in the method of establishing CPI, the Village and the Contractor shall make an appropriate statistical adjustment or conversion. If the CPI is discontinued, the Village and the Contractor shall mutually select another index published by the United States government or by a reputable publisher of financial and economic indices.

It is recognized that, from time to time, the actual cost charged to the Contractor by a disposal agency for disposal of refuse at the disposal site may change.

In the event of such change in the tipping fee, the Contractor may request, and the City upon submission of sufficient proof of such change shall grant, such increase in contract price for the disposal cost as will compensate for the actual change of disposal cost. Decreases in disposal cost shall be cause for a like decrease in contract price.

The compensation shall also be adjusted based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in law or regulation ("Change in Law").

"Change in Law" means (i) the adoption, promulgation, or modification after the date of this Agreement of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the date of this Agreement, which in the case of either (i) or (ii) establishes requirements affecting the Contractor's operation under this Agreement more burdensome than the requirements that are applicable to Contractor and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, state or local entity imposes a fee, charge or tax after the date of this Agreement that applies to Contractor's operations per se, such fee, charge or tax shall be treated as a Change in Law.

The Contractor may request the Village to adjust the rate based upon such change and such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefor. The Village shall be entitled to audit the Contractor's financial and operational records directly related to the Contractor's request in order to verify the increase in costs and the reasons therefor.

Upon the receipt of such information, the Village promptly shall review the information and, within thirty (30) days of such receipt, shall respond to the Contractor in writing, stating whether it agrees or disagrees with the Contractor's request. The Village shall not unreasonably withhold approval of a request under this Section. The Village may impose reasonable conditions on any relief granted. If the Village agrees, then the parties promptly shall meet and adjust the affected rate in accordance with the request. If the Village party disagrees with the request, then prior to any litigation being pursued, the parties shall attempt to resolve the dispute through non-binding arbitration. Each party shall bear its own costs and fees for arbitration proceedings arising out of this section.

4. Section 20 of the Agreement is amended to read as follows:

**Section 20. Hurricanes.** Contractor shall provide special service to the Village for the collection and removal of garbage and other debris created by hurricanes, storms and other natural disasters not contemplated by the other provisions of this Agreement. Upon notification by the Village and within twenty-four hours of safe accessibility to the area, Contractor shall provide up to six 30 cubic yard rolloff containers for such material. These containers will be placed at locations designated by the Village and shall be loaded by Village personnel or Village residents, as determined by the Village. Each fully loaded container shall be pulled once and transported by Contractor to a disposal facility selected by Contractor at no charge

to the Village. In the event additional pulls are required, each will be at a cost of \$225 per pull plus then current disposal costs. Pull costs are subject to adjustment pursuant to Section 12 of the Agreement.

Upon its request to the Village, Contractor be entitled to relief from performing collection services pursuant to normal routes, times and days as a result of a natural disaster and Village and Contractor shall determine the extent and duration of such relief.

5. Section 23 of the Agreement is amended to read as follows:

**Section 23. Notices.** All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To Village: Mayor of Village of Sea Ranch Lakes  
Village Hall  
Gate House Road  
Sea Ranch Lakes, FL 3-3308

To Contractor: Waste Management Inc. of Florida  
3831 NW 21st Avenue  
Pompano Beach, FL 33073 Telephone: (954) 974-7500  
Attention: Ron Kaplan

With a copy to: Waste Management Inc. of Florida  
Regional General Counsel 2700 Wiles Road  
Pompano Beach, FL 33073

6. Schedule 1 is replaced with new Schedule 1 attached hereto.

7. Schedule 2 is deleted.

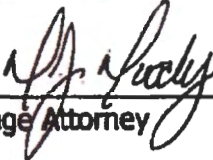
8. All other provisions of the Amended and Restated Solid Waste and Recyclable Material Collection Agreement as amended by the First and Second Amendments shall remain in full force and effect and shall not be modified except as specifically provided herein.

9. This Third Amendment to Amended and Restated Solid Waste and Recyclable Material Collection Agreement shall be effective on \_\_March 1,\_\_ 2019.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Addendum to the Amended and Restated Solid Waste and Recyclable Material Collection Agreement on the respective dates under each signature:

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 21st day of February, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Village Attorney

VILLAGE OF SEA RANCH LAKES,  
a Municipal Corporation.

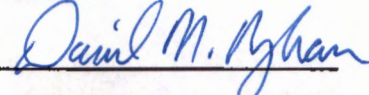
By:   
\_\_\_\_\_

Title: Mayor


Attest:

  
\_\_\_\_\_

WASTE MANAGEMENT INC.  
OF FLORIDA

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

Title: DAVID M. MYHAN, PRES.

  
\_\_\_\_\_  
RONALD M. KAPLAN, ASST. SEC.

**SCHEDULE 1 RATES**

**COLLECTION PER RESIDENTIAL UNIT**

Solid Waste, Yard Waste, Recyclable Material, Bulk  
Trash collection \$28.95

Rate is subject to adjustment  
pursuant to the Agreement

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**RESOLUTION NO. 2019-01\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF SEA RANCH LAKES, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE THIRD AMENDMENT TO AMENDED AND RESTATED SOLID WASTE AND RECYCLE MATERIAL COLLECTION AGREEMENT BETWEEN THE VILLAGE OF SEA RANCH LAKES AND WASTE MANAGEMENT INC. OF FLORIDA; A COPY OF THE AGREEMENT IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

WHEREAS, the Village Council deems it to be in the best interests of the Village to approve the Third Amendment to Amended and Restated Solid Waste and Recycle Material Collection Agreement;

**NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Sea Ranch Lakes, Florida;:**

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by referenced herein.

Section 2: The Village Council approves the Second Amendment to the Settlement Agreement, attached as Exhibit "A".

Section 3: The Village Council of the Village of Sea Ranch Lakes, Florida, hereby approves and authorizes the proper Village officials to approve and authorize the proper village officials to execute the Third Amendment to Amended and Restated Solid Waste and Recycle Material Collection Agreement between the Village of Sea Ranch Lakes and Waste Management Inc. of Florida. A copy of the agreement is attached hereto as Exhibit "A" .


Section 4: The appropriate Village officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5: This Resolution shall take effect upon its adoption.

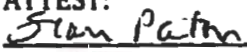
1 ADOPTED by the Village Council of the Village of Sea Ranch Lakes, Florida, this 20th day of  
2 February, 2019.

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

VILLAGE OF SEA RANCH LAKES, FLORIDA

BY:   
MAYOR ALEXANDER SOTO

- |           |            |
|-----------|------------|
| NEAL      | absent     |
| DICAROLIS | <u>yes</u> |
| NELSON    | <u>yes</u> |
| HODGSON   | <u>yes</u> |
| BRYAN     | <u>yes</u> |
| FULMER    | <u>yes</u> |
| BELLINI   | <u>yes</u> |

ATTEST:  
  
Starr Paton, Village Clerk