

**FOURTH 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 FOURTH AMENDMENT TO AMENDED AND RESTATED SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION AGREEMENT is made this day of _____ 2021, 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 (i) First Amendment to Amended and Restated Solid Waste and Recyclable Material Collection Agreement on or about February 26, 2013; (ii) Second Amendment to Amended and Restated Solid Waste and Recyclable Material Collection Agreement on or about July 22, 2015; (iii) Third Amendment to Amended and Restated Solid Waste and Recyclable Material Collection Agreement on or about February 21, 2019; and

WHEREAS, the parties desire to renew the contract for three years pursuant to Section 2 of the Agreement, modify the residential collection rate, provide one hundred eighty (180) day period prior to the end of contract term for renewal negotiations and provide an option to the Village to add an additional bulk collection day.

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 Fourth Amendment Agreement shall be for a period from and including ~~March~~January 1, ~~2022~~2021, through February 28, 2025, or such other date as the parties may agree in writing. This Fourth Amendment 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 eighty (180) days prior to the expiration of this Fourth Amendment Agreement, that they will meet and endeavor to renegotiate same for said renewal. If the parties have not reached agreement, constituting a fifth amendment, as regarding terms for renewal within a period of ninety by one hundred twenty (9120) days prior to the expiration of the term of this Fourth Amendment 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.~~

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3. Section 3D Bulk Trash Collection is modified by adding the following language to the end of the provision:

The Village has the option to add one (1) additional Bulk Trash Collection pickup annually upon sixty (60) days advanced written notice to the Contractor. The Village and Contractor will mutually agree on a date for the additional pickup.

4. Schedule 1 monthly rate schedule is replaced with new Schedule 1 attached hereto.

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

6. This Fourth Amendment to Amended and Restated Solid Waste and Recyclable Material Collection Agreement shall be effective March 1, 2022.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth 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 _____ day of _____, 2022.

APPROVED AS TO FORM:

VILLAGE OF SEA RANCH LAKES,
a Municipal Corporation.

By: _____

Title: _____

Attest:

WASTE MANAGEMENT INC.
OF FLORIDA

By: _____

Title: _____

SCHEDULE 1 RATES

COLLECTION PER RESIDENTIAL UNIT (monthly)

Solid Waste, Yard Waste, Recyclable Material, Bulk
Trash collection \$35.68

Rate is subject to adjustment
pursuant to the Agreement