

**FIFTH 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 FIFTH AMENDMENT TO AMENDED AND RESTATED SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION AGREEMENT is made this day of _____ 2024, 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; (iv) Fourth Amendment to Amended and Restated Solid Waste and Recyclable Material Collection Agreement; and

WHEREAS, the parties desire to renew the Agreement for three years pursuant to Section 2 of the Agreement, modify the residential collection rate (Schedule 1), and provide a one hundred eighty (180) day period prior to the end of contract term for renewal negotiations.

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, 2025, through February 28, 2028. 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 eighty (180) 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, constituting a fifth amendment, regarding terms for renewal by one hundred twenty (120) days prior to the expiration of the term, 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. Schedule 1 monthly rate schedule is replaced with new Schedule 1 attached hereto.

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

5. This Fifth Amendment to Amended and Restated Solid Waste and Recyclable Material Collection Agreement shall be effective as of February 28, 2025.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fifth Amendment 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 _____, 2024.

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 \$42.13

Rate is subject to adjustment
pursuant to the Amendment 3
section 12.