

**FIFTH AMENDMENT TO SOLID WASTE AND RECYCLING COLLECTION
SERVICES AGREEMENT**

This Fifth Amendment (“Fifth Amendment” hereafter) is made as of the ___ day of _____, 2024, by and between the **Town of Loxahatchee Groves**, a municipal corporation organized and existing under the laws of the State of Florida, (“Town”), and **Coastal Waste & Recycling of Palm Beach County, LLC**, a company authorized to do business in the State of Florida (“Coastal”).

RECITALS

WHEREAS, the parties entered into a Solid Waste and Recycling Collection Services Agreement which was amended by the First Amendment and Second Amendment on November 5, 2019, a Third Amendment on August 17, 2021, and a Fourth Amendment on August 2, 2022 (collectively, the “Agreement”); and

WHEREAS, the Agreement provides that Coastal will charge specific rates to customers within the Town and provides that Coastal shall pay the Town a franchise fee; and

WHEREAS, the Agreement provides a fuel surcharge fee for Residential Collection, Commercial Collection, and Special Service Rates; and

WHEREAS, the Town and Coastal have agreed to remove all fuel surcharge fees and increase the franchise fee to be more consistent with the current market and business practices; and

WHEREAS, the Town and Coastal have agreed to amend the Agreement to comply with recent changes in Florida law; and

WHEREAS, the Town has determined that the amendments serve a valid public purpose.

NOW, THEREAFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the Agreement shall terminate on September 30, 2026. The parties may extend the Agreement, by written agreement, for up to six (6) months to effectuate the transition of services.
3. Amendment to Paragraph 6 A, “Solid Waste and Recycling Collection Rate Adjustments”. Paragraph 6A, “Solid Waste and Recycling Collection Rate Adjustments,” of the Agreement is hereby deleted in its entirety and replaced with the following:

A. Solid Waste and Recycling Collection Rate Adjustments: All collection service charges shall be based on the rates established in Exhibit I.

No change in rates shall be made without the approval of the Town.

4. Amendment to Paragraph 47, "Public Records". Paragraph 47, "Public Records," of the Agreement is hereby amended to replace the custodian of public records email with the following:

townclerk@loxahatcheegrovesfl.gov

5. Amendment to Paragraph 49, "Franchise Fee". Paragraph 49, "Franchise Fee," of the Agreement is hereby deleted in its entirety and replaced with the following:

49. FRANCHISE FEE: To compensate the Town for the privilege of conducting and operating Collection Services on the public streets, roads, alleys, and other thoroughfares of the Town and for the cost of administration, supervision and inspection rendered for the effective performance of this Agreement, as well as other costs related to Collection, the Contractor shall pay to the Town a franchise fee of three percent (3%) for Residential Collection Service, thirty percent (30%) for Commercial Collection Service, and fifteen percent (15%) for Special Services. The franchise fee shall be calculated based on all gross revenues charged for services or operations conducted in the Service Area in accordance with Exhibit I. Solid Waste disposal costs paid by the Contractor to the Authority under this Agreement shall be deducted from the gross revenue total prior to calculation of the franchise fee due to the Town. Franchise fees shall be payable within forty-five (45) days of the last day of each calendar quarter. A late charge of 1.5% of the monies due for the franchise fee shall be calculated monthly until payment is received. Misrepresentation of revenues by Contractor shall result in the following: 1) Contractor must pay the Town the calculated difference determined from the misrepresentation within five (5) Business Days; 2) Contractor must pay an additional twenty percent (20%) assessment based on the misrepresented amount; and 3) Contractor shall submit a Certified Financial Statement on a quarterly basis for the remainder of the Agreement. Such Certified Financial Statement must include the opinion of a Florida Certified Public Accountant who has conducted an audit of the Contractor's books and records in accordance with generally accepted auditing standards which include tests and other procedures necessary, that the Financial Statements are fairly presented, in all material respects, in conformity with generally accepted accounting practices.

6. Addition of Paragraph 55 "E-Verify". Paragraph 55, "E-Verify," of the Agreement is hereby added to read as follows:

55. E-VERIFY: Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens;
 - c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to Town upon request;
 - d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 - e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
 - f. Be aware that if Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, Contractor may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by Town as a result of termination of this Agreement.
7. Addition of Paragraph 56 “Human Trafficking”. Paragraph 56, “Human Trafficking,” of the Agreement is hereby added to read as follows:
- 56. HUMAN TRAFFICKING:** Contractor attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
8. Amendment to Exhibit I, “Residential Collection,” “Commercial Collection,” “Special Services Rates,” and “Monthly Container Maintenance Fees.” Exhibit I of the Agreement is hereby deleted in its entirety and replaced with Exhibit I as attached to this Fifth Amendment, effective January 1, 2025.
9. Amendment to Exhibit II, “Payment adjustment schedule.” Exhibit II of the Agreement is hereby deleted in its entirety.
10. Entire Agreement. The Town and Coastal agree that this Fifth Amendment, and the Agreement, as defined above, set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including the First, Second, Third, Fourth and Fifth Amendments may be amended, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
11. Legal Effect. This Fifth Amendment shall not become binding and effective until approved by the Town Council.
12. Counterparts. This Fifth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Fifth Amendment.
13. Amendment. Except for the provisions of the Agreement specifically modified by this Fifth Amendment, all other terms and conditions of the Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the Town and Coastal have caused this Fifth Amendment to be executed the day and year shown above.

COASTAL WASTE & RECYCLING OF PALM BEACH COUNTY, LLC

By: *[Signature]*

Print Name: Brendon Pantano

Title: Chief Executive Officer

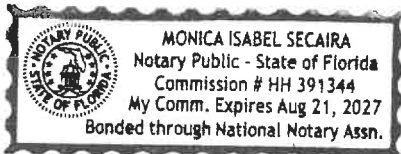
[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or ___ online notarization this 19th day of September, 2024 by Brendon Pantano, as Chief Executive Officer of Coastal Waste & Recycling of Palm Beach County, LLC, a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification, and who did take an oath that the facts stated in the foregoing instrument are true and he or she is duly authorized to execute the foregoing instrument and bind Coastal Waste & Recycling of Palm Beach County, LLC, to the same.

Notary Public

[Signature]
Print Name: Monica J. Secaira
My commission expires: 08/21/2027



TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Anita Kane, Mayor

ATTEST

Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

EXHIBIT I

RESIDENTIAL COLLECTION

The rates are as set forth as follows:

- Year One beginning January 1, 2020 - \$37.50 per month/dwelling unit
- Year Two beginning January 1, 2021- \$38.62 per month/dwelling unit
- Year Three beginning January 1, 2022 - \$35.42 per month/dwelling unit
- Year Four beginning January 1, 2023 - \$36.48 per month/dwelling unit
- Year Five beginning January 1, 2024 - \$37.50 per month/dwelling unit
- Year Six beginning January 1, 2025 - \$38.63 per month/dwelling unit
- Year Seven beginning January 1, 2026 - \$39.79 per month/dwelling unit

Residential Solid Waste Collection Services: Residential Solid Waste Collection shall be performed on one of the following two collection cycles. Monday and Thursday or Tuesday and Friday

Vegetative Waste Collection Services: Vegetative Waste Collection shall be performed one time per week on either a Monday, Tuesday, Thursday, or Friday.

Residential Recycling Collection Services: Residential Recycling Collection shall be performed on Wednesday.

Residential Collection Equipment: Contractor will provide the following equipment:
 Two (2) 25-yard Rear Load type trucks with cart tippers
 One (1) F350 or similar type Satellite Vehicle with cart tipper collection equipment.

COMMERCIAL COLLECTION

	Effective Jan. 1, 2025	Effective Jan. 1, 2026
Container Solid Waste Collection Rate	\$11.22 per cubic yard	\$11.56 per cubic yard
Compactor Collection Rate (8 cubic yards or less)	\$14.01 (1 .25x the container collection rate)	\$14.43 (1 .25x the container collection rate)
Commercial Collection Rate	\$11.22 per cubic yard	\$11.56 per cubic yard
Small Business Generator (less than 1 cubic yard per week, additional Cart maintenance fee)	\$32.96 per month (\$16.00 collection and \$16.00 disposal)	\$33.95 per month (\$16.00 collection and \$16.00 disposal)
96 Gallon Recycling Container (1 time per week)	\$16.48	\$16.97
Compactor Collection Rate (greater than 8 cubic yards Roll-off Compactors)	\$257.50	\$265.225
Roll-off Collection Rate	\$206.00	\$212.18

SPECIAL SERVICES RATES

(Not to be Adjusted during the Term of the Agreement)

SERVICE	RATE PER SERVICE
Rolling Out Commercial 95-or 101-Gallon Container with 10 or more feet per direction	\$1.00 (No charge for Residential regardless of distance, no charge for commercial less than 10 feet per direction)
Rolling Out Container (and returning it to original location)	\$1.84 per Service per Container
Back Door Service (Residential Curbside Only) *	\$22.00 per Dwelling Unit
Opening (and closing) Doors or Gates	No Charge
Locks for Containers	\$9.00 (one time) Charge for Replacements based on cost +10%
Unlocking Containers	\$1.35
Supplying (and retrofitting) locking mechanism on Container per customer request only	\$55.00
Adding wheels to or changing wheels on Containers	No Charge
Adding lids to or changing lids on Containers	No Charge
Moving Container Location Per Customer Request	No Charge
Changing Out Sizes {above one time per year residential only}	\$55.00
Changing Out Sizes (Commercial)	\$55.00
Additional Scheduled Pick-ups for Residential Containerized Customers	Same as Applicable Commercial Collection Rates (No Disposal Charges)
Additional Unscheduled (picked up by end of business the following day but not including "on-call") Pick-ups for Commercial and Residential Containerized Customers	\$25.00 Special Service Fee Plus Applicable Commercial Collection and Disposal Rates Per Dumpster (No Disposal Charges for Residential)
Special Service or Special Equipment required because of impaired accessibility	Negotiable
Turn around Compactors (commercial customer only)	\$20.00 (No Charge for Multi-family)
Stump/Land Clearing Collection	Negotiable
Residential Vegetation Collection	\$8.00 Per CY**
Residential Mixed Collection (Vegetation with C&D and/or bulk)	\$22.00 Per CY**

* No charge for residents medically unable to bring Solid Waste or Recovered Materials to curbside as delineated in Section 4

MONTHLY CONTAINER MAINTENANCE FEES

(Not to be Adjusted during the Term of the Agreement)

CONTAINERS (NON-COMPACTING)	
SIZE (cubic yards)	RATE w/out locking
CART	\$2.10
2YD	\$24.00
3 YD	\$26.00
4YD	\$28.00
6YD	\$30.00
8YD	\$32.00
10-40 YD ROLL-OFF	\$50.00

Capacities in between these values can be obtained by interpolation. Capacities outside of these values can be obtained by extrapolation