

FIFTH AMENDMENT TO
AGREEMENT FOR OPERATION, MAINTENANCE,
AND MANAGEMENT SERVICES FOR
THE CITY OF KEY WEST, FLORIDA, WASTEWATER FACILITIES

This Fifth Amendment to the Agreement is made and entered into this ____ day of _____ 2025, by and between the City of Key West, Florida, (hereinafter the "City") and Operations Management International, Inc., (hereinafter "OMI").

WITNESSETH:

WHEREAS, the City entered into an Agreement ("Agreement") with OMI on March 1, 2014, for a period of five years upon certain terms and conditions, with first renewal 5-year term, and a second 5-year renewal term; and

WHEREAS, City and OMI desire to amend certain provisions of the Agreement;

NOW THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, the City and OMI agree to modify the Agreement as follows:

1. Paragraph 3.2.7.b pertaining to the removal of non-processible waste is hereby deleted from OMI's obligations under this Agreement.
2. Paragraph 3.2.7.c pertaining to the removal of process residue is hereby deleted from OMI's obligations under this Agreement.

All other terms and conditions of the Agreement dated March 1, 2014, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed the day and year first above written.

ATTEST:

CITY OF KEY WEST

City Clerk

City Manager

WITNESS

OPERATIONS MANAGEMENT INTERNATIONAL, INC.

Andy Rouse

Print Name

Andy Rouse, Vice President
Print Name and Title