

FIFTH AMENDMENT TO CONTRACT

This Fifth Amendment to Contract is entered into this _____ day of January 2026, by and between the City of Key West, Florida, a municipal corporation (hereinafter the "CITY") and Waste Management Inc. of Florida, a Florida corporation (hereinafter "WMI").

WITNESSETH

WHEREAS, CITY and WMI entered into a Contract on the 25th day of June, 2014, (the "Contract"), pertaining to the collection, transfer and disposal of solid waste and recyclable materials and transfer station operation; and

WHEREAS, in Resolution No. 14-254, the City Commission approved a First Amendment to Contract, and in Resolution No. 16-048 the City Commission approved a Second Amendment to Contract amending the requirements for: RFID technology, the requirement for CITY to provide garbage and Recycling carts, costs of repair of carts, software, service verification, and weekly reports; and

WHEREAS, in Resolution 21-259 the City Commission approved a Third contract amendment to adjust solid waste and recycling collection service rates and certain provisions for residential and commercial units; and

WHEREAS, in Resolution 23-040 the City Commission approved the Fourth Amendment to Contract between the City and Waste Management of Florida, Inc. for adjustments to the residential collections rate, the haul-out rate and to modify the basis for determining the Annual Fuel Rate Adjustment, retroactive to January 1, 2023; and

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, CITY and WMI agree to modify the Contract as follows:

RECITALS: That the above recitals are true and correct and made a part hereof;

Section 1. CPI Adjustment (Exhibit 2)

Exhibit 2 – Rate Adjustments of the Contract is hereby amended to provide that the Consumer Price Index – Water, Sewer, & Trash (CPI-WST) shall be applied at one hundred percent (100%) of 95% of the base rate, effective January 1, 2026.

Section 2. Elimination of Sticker Program (Article 8; Sec 8.1.7)

Residents shall utilize personal containers not exceeding ninety-six (96) gallons for yard waste and recycling, and no sticker program shall be required or implemented.

Section 3. Ancillary Fees for Dumpster Relocation (Exhibit 1)

The Contract is hereby amended to authorize the assessment of ancillary service fees for any dumpster that must be moved or repositioned in order to be serviced. Such fees shall be treated as Special Services and billed in accordance with Articles 7 and 15 of the Contract.

Section 4. Limitation on Residential Containers Article 8; Sec 8.1.1 (Containers), and Additional Fees Exhibit 1 – Service Rates are hereby amended as follows:

1. Residential service shall include one (1) garbage cart and one (1) recycling cart per residential unit.
2. Any additional garbage or recycling cart shall require payment of an additional annual service fee.
3. The annual service fee for each additional cart shall equal seventy-five percent (75%) of the annual solid waste assessment, shall be prorated during the first year of service, and included in the annual assessment thereafter.

Section 5. Ratification

Except as expressly amended herein, all terms and conditions of the Contract, as previously amended, shall remain in full force and effect and are hereby ratified and confirmed.

Section 6. Effective Date

This Fifth Amendment shall become effective upon execution by both parties and approval by the City Commission, with retroactive application only where expressly stated herein.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to Contract on the date first written above.

CITY OF KEY WEST, FLORIDA

By: _____
Brian L Barroso, City Manager

ATTEST:

Approved as to form and legal sufficiency:

Keri O'Brien, City Clerk

Kendal Harden, Chief Assistant City Attorney

WASTE MANAGEMENT INC. OF
FLORIDA

By: _____
David Myhan, President

Approved as to form and legal sufficiency:

Witness

Lisa P. Silva, Esq., Senior Counsel, WMI