

FIFTH AMENDMENT TO EXCLUSIVE WASTE HAULING AGREEMENT

This Fifth Amendment to Exclusive Waste Hauling Agreement (this "Fifth Amendment") is entered into as of April 26, 2018 ("Fifth Amendment Effective Date"), between the Town of Indian River Shores (the "Town"), and Republic Services of Florida, LP ("Republic")(collectively, the "Parties").

Recitals

A. The Town and Contractor entered into that certain Exclusive Waste Hauling Agreement dated December 13, 2007 (the "Original Agreement"), as amended by the First Amendment to the Original Agreement dated October 31, 2011 (the "First Amendment"), the Second Amendment dated November 20, 2014 ("Second Amendment"), the Third Amendment dated October 1, 2015, and the Fourth Amendment dated December 18, 2017 (the Original Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment shall be collectively referred to as "the Agreement"):

B. The Agreement expired on December 31, 2017 but the Residential Recyclable Services were extended for a four-month period:

C. The Town and Contractor desire to extend the Residential Recyclable Service for another term and further modify the Agreement as set forth herein.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree to the following terms and conditions:

1. Residential Recyclable Services. Contractor shall continue to provide Residential Recyclable Services to the Town for another extended term, an additional six-month period, terminating on October 31, 2018 ("Second Extension Period"). The Agreement shall remain in effect as it relates to Residential Recyclable Services during that Extension Period. All other services identified in the Agreement terminated on December 31, 2017.

2. Residential Recyclable Service Rates. The Residential Recyclable Services will be provided at the rates set forth in Exhibit A hereto.

3. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

4. Continuing Effect. Except as expressly modified or amended by this Fifth Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Fifth Amendment, this Fifth Amendment shall prevail.

5. Counterparts. This Fifth Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall

constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Fifth Amendment to be effective as of the Fifth Amendment Effective Date.

CONTRACTOR:

TOWN:

REPUBLIC SERVICES OF FLORIDA, LP

INDIAN RIVER SHORES

By: _____
Name: _____
Title: _____

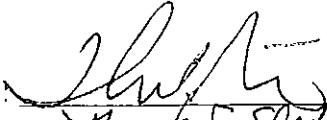
By:  _____
Name: Thomas F. Slater
Title: Mayor

Exhibit A
Rates

RESIDENTIAL COLLECTION SERVICE

Contractor to directly bill residents of Indian River Shores for residential collection service.

All charges are per month unless otherwise specified.

Residential Recycling Collection

Base Price Per Unit (\$/Mo)	
1x/wk Curbside Recycling in Bin(s)	\$2.55

Premium Services

Premium Services Incremental Price Per Unit (\$/Mo)		
Service	Description	<u>Incremental Price (to be added to Base Price)</u>
1x/wk <u>Curbside Recycling Collection in a cart</u>	Convert from bins to a cart; contractor provides carts	\$4.86
1x/wk <u>Back Door / Garage Recycling Collection</u>	Bins typically placed in front of the garage or side yard.	\$1.53

MULTI-FAMILY CONTAINER COLLECTION SERVICE

Contractor to directly bill multi-family entities of Indian River Shores for container collection service.

All charges are per month unless otherwise specified.

Monthly prices for multi-family recycling in recycling carts (to be charged per cart, not per unit).

Container Size	1x Week (\$/Mo)
Recycling Cart (64 or 95-gal)	\$25.00

Prices for additional service items for multi-family container customers.

Container Size	Monthly Container Rental	Extra Pick Up Charge (\$/Per Pickup)	Container Roll Out Fee – Per Occurrence (10 Ft to 50 Ft)	Container Roll Out Fee – Per Occurrence (Greater than 50 Ft)
64/95 Gallon	\$0.00	\$5.78	\$1.84	\$3.68