

Exhibit 1

**THIRD AMENDMENT TO THE
AMENDED AND RESTATED AGREEMENT FOR RESIDENTIAL
WASTE AND RECYCLING COLLECTION AND TRANSPORTATION SERVICES
(CITY CONTRACT #9166)**

This Third Amendment to the Amended and Restated Agreement for Residential Waste and Recycling Collection and Transportation Services (City Contract #9166) dated March 1, 2013, as amended by the First Amendment dated as of July 1, 2014, and as amended by the Second Amendment dated March 17, 2017 ("Agreement") is made and entered into as of _____, 2020 ("Effective Date") by and between the City of Jacksonville ("City") and Waste Pro Of Florida, Inc. ("Contractor").

The City and Contractor desire to amend the Agreement as follows:

1. That Section 7.2.2.8. of the Agreement is hereby amended and shall read as follows:

Regardless of other contractual Rate provisions, the Contractor agrees to the Base Rate Cap provisions as follows:

The Base Rate adopted for Fiscal Year 2019/20 shall be the agreed expenses for FY 2019/20 with a markup between 10% and 15%. However, at the City's discretion, the Base Rate adopted for Contractor for FY 2019/20 shall be no greater than the highest Base Rate for Service Areas I and II.

For Fiscal Years 2020/21 and 2021/22 the Base Rate shall be set pursuant to the CPI Rate Adjustment provisions of Section 7.2.4.

The Base Rate adopted for Fiscal Year 2022/23 shall be the agreed expenses for FY 2022/23 with a markup between 10% and 15%. However, at the City's discretion, the Base Rate adopted for Contractor for FY 2022/23 shall be no greater than the highest Base Rate for Service Areas I and II. However, at the City's option, the City may choose to forego the Fiscal Year 2022/23 rate review and change the Base Rate pursuant to the CPI Rate Adjustment provisions of Section 7.2.4 for Fiscal Year 2021/2022 and Fiscal Year 2022/23.

2. In accordance with Section 7.2.3 of the Agreement, the City and Contractor agree that the hourly rate per route is deemed to be \$108.00 effective October 1, 2019 through September 30, 2020, unless compensation should need to be adjusted for a

change in disposal sites. The hourly rate per route will be adjusted annually in accordance with Sections 7.2.4. or 7.2.2. of the Agreement, as applicable.

3. Pursuant to Section 7.3. of the Agreement, the City and Contractor agree that the September 30, 2019 Residential Premise count increased by 317 residential premises for Service Area III. The total number of Residential Premises per the September 30, 2019 statement was 76,370 and will be increased to 76,687 as of October 1, 2019, and thereafter will be adjusted pursuant to the Agreement.
4. Pursuant to Section 7.5 of the Agreement, the fuel cap numbers set forth shall be 515,251 gallons for fiscal year 2019/2020, 522,476 gallons for fiscal year 2020/2021 and 529,802 gallons for fiscal year 2021/2022.
5. The City and Contractor agree that the rate per ton applicable to the terms of Section 20.2 is hereby adjusted to \$101.00 per ton effective upon the Effective Date of this Amendment and shall be adjusted thereafter pursuant to the Agreement.

[Remainder of page intentionally left blank.
Signature page follows.]

In Witness Whereof, the City and Contractor have entered into this Third Amendment as of the date first written above.

City of Jacksonville

**Waste Pro of Florida, Inc.
Service Area III**

By: _____
Lenny Curry, Mayor

By: _____

Name: _____

ATTEST:

Title: _____

By: _____
James R. McCain, Jr.
Corporation Secretary

Form Approved:

Office of General Counsel

In compliance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Amendment and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance
City Contract #9166, Amd #3