

**FOURTH AMENDMENT TO
AMENDED AND RESTATED AGREEMENT
FOR RESIDENTIAL WASTE AND RECYCLING COLLECTION AND
TRANSPORTATION SERVICES
(Service Area III)**

This **FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR RESIDENTIAL WASTE AND RECYCLING COLLECTION AND TRANSPORTATION SERVICES** (this "Fourth Amendment"), effective as of October 1, 2022 (the "Effective Date"), is entered between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "City"), and **WASTE PRO OF FLORIDA, INC.**, a Florida corporation (the "Contractor").

WITNESSETH:

WHEREAS, the City and Contractor entered into the Amended and Restated Agreement for Residential Waste and Recycling Collection and Transportation Services dated March 1, 2013, as amended by the First Amendment dated July 1, 2014, as further amended by the Second Amendment dated August 1, 2017, as further amended by the Third Amendment dated July 29, 2020 (collectively, the "Agreement"); and

WHEREAS, the City Council performed a rate review in accordance with Section 382.309 of the Ordinance Code and the Agreement terms, and the parties agree to amend the Agreement terms following the rate review process; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. **Incorporation of Recitals; Capitalized Terms.** The above recitals are true and correct and are incorporated into and made apart hereof. Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the Agreement.

2. **Amendment to Section 2 (Definitions).** The term "Centroid" as defined in Section 2 (Definitions) of the Agreement is amended to read as follows:

Centroid means (i) 7909 Winterwood Court as to Service Area (I), (ii) 4362 Boat Club Drive as to Service Area (II) and (iii) 7717 Wildwood Way as to Service Area (III).

3. **Amendment to Section 7.4 (Compensation) of the Agreement.** Section 7.4 of the Agreement is amended to add a new Section 7.4.5 immediately after Section 7.4.4 and shall read as follows:

For Fiscal Year 2022/2023 if the results of the 2022 rate review are adopted as recommended by the 2022 Rate Review Committee the Basic Rate Component may be adjusted without further Council action if and or when changes to Waste Pro Solid Waste Collection vehicles are added

and or removed which reflect as an adjustment to the projected FY 2022/2023 Expenses – Depreciation. A change to the Base Rate shall become effective (i) the first full month following the confirmed change in fiscal year 2022/2023 Depreciation Expense by both the City Council Auditor’s Office staff and Public Works staff and (ii) the vehicle(s) deliver residential solid waste to a designated Solid Waste Facility for the City of Jacksonville.

4. **Adjustment to Monthly Base Rate Component for Fiscal Year 2022-2023.** Pursuant to Section 7.2.2.8 of the Agreement, the parties agree that the Monthly Base Rate Component from October 1, 2021, through September 30, 2022, was \$14.66. Commencing on October 1, 2022, the Monthly Base Rate Component shall be \$19.01, and shall be adjusted thereafter, if necessary, pursuant to the Agreement terms. The Monthly Base Rate Component of \$19.01 represents a mark-up of 15.00% from agreed upon operating expenses of \$15,829,069.00 before profit, interest expenses, and corporate taxes.

5. **Adjustment to Hourly Rate Per Route for Fiscal Year 2022-2023.** In accordance with Section 7.2.3 of the Agreement, the parties agree that the hourly rate per route is deemed to be \$136.74 from October 1, 2022, through September 30, 2023, if compensation should need to be adjusted for a change in Disposal Site. The parties acknowledge that as Disposal Sites change, travel times may change, and compensation may increase or decrease as a result. Annually the hourly rate per route will be adjusted in accordance with the provision in Section 7.2.4 or 7.2.2 in this Agreement, as applicable.

6. **Adjustment to Residential Premises for Fiscal Year 2022-2023.** Pursuant to Section 7.3 of the Agreement, the parties agree that the September 30, 2022, premise count will be decreased by 49 residential premises to determine the October 1, 2022, beginning number for Service Area III. Additionally, the parties agree that the ending number of Residential Premises per the September 30, 2022 Statement was 79,449 and will be decreased to 79,400 as of October 1, 2022, and thereafter adjusted pursuant to the Agreement.

7. **Adjustment to Fuel Cap for Fiscal Year 2022-2023.** Pursuant to Section 7.5 of the Agreement, the parties agree that the fuel cap numbers shall be 535,100 gallons for fiscal year 2022/2023.

8. **Adjustment to Rate Per Ton for Fiscal Year 2022-2023.** Pursuant to Section 20.2 of the Agreement, the parties agree that the rate per ton for every ton applicable to the terms of this section is adjusted to \$153.89 per ton after the effective date and, shall be adjusted thereafter pursuant to the Agreement. Additionally, the parties agree that if the Mayor of the City of Jacksonville declares a Storm Emergency event, the City agrees to pay the Contractor \$153.89 per ton for collection of Storm Yard Waste, as stipulated and adjusted pursuant to the Agreement.

9. **Power and Authority.** Each party represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Fourth Amendment, and the individual signing this Fourth Amendment on behalf of such party represents and warrants to the other party that he or she is fully empowered and authorized to do so.

10. **Effectiveness; Ratification of the Contract.** This Fourth Amendment is effective as of

the date first written above. The provisions of the Agreement remain in full force and effect except as expressly provided in this Fourth Amendment.

11. **Counterparts; Electronic Signature.** This Fourth Amendment may be executed electronically and in several counterparts by the parties hereto, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

[The remainder of this page was intentionally left blank by the parties.]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed and delivered on their behalf by their duly authorized representatives.

ATTEST:

CITY:

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

James B. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor
Date: _____

Form Approved:

By: _____
Office of General Counsel

CONTRACTOR:

WASTE PRO OF FLORIDA, INC.

By: _____
Name: _____
Title: _____

GC-#1542104-v2-
Fourth Amendment to Amended and Restated Agreement for Residential Yard Waste Recycling Collection Transportation Services (Waste Pro of Florida).docx