

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

This **THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR RESIDENTIAL WASTE AND RECYCLING COLLECTION AND TRANSPORTATION SERVICES** (this "Third 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 MANAGEMENT INC. OF FLORIDA**, a Florida corporation and successor in interest to Advanced Disposal Services Jacksonville, LLC (the "Contractor").

WITNESSETH:

WHEREAS, the City and Advanced Disposal Services Jacksonville, LLC entered into that certain Amended and Restated Agreement for Residential Waste and Recycling Collection and Transportation Services dated October 23, 2015, as amended by the First Amendment dated October 23, 2017, as further amended by the Second Amendment dated July 29, 2020 (collectively, the "Agreement"); and

WHEREAS, Contractor assumed all rights and obligations under the Agreement pursuant to the Assignment and Assumption Agreement effective as of December 31, 2021, between City and Contractor; 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 7.2.2.8 (Rate and Compensation) of the Agreement.** Section 7.2.2.8 (Rate and Compensation) of the Agreement regarding Fiscal Year 2022-2023 is hereby amended to read as follows:

For Fiscal Year 2022/23, the Base Rate shall be set using the contractual Rate Review process (Section 7.2.2.). The Base Rate adopted for Fiscal Year 2022/23 shall be the agreed expenses for FY2022/23 with a markup between 15% and 20%. 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 III and II.

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 \$10.65. Commencing on October 1, 2022, the Monthly Base Rate Component shall be \$14.00, and shall be adjusted thereafter, if necessary, pursuant to the Agreement terms. The Monthly Base Rate Component of \$14.00 represents a mark-up of 18.00% from agreed upon operating expenses of \$11,073,729.00 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 \$123.00 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 26 residential premises to determine the October 1, 2022, beginning number for Service Area I. Additionally, the parties agree that the ending number of Residential Premises for Service Area I per the September 30, 2022, invoice is 77,167, and the number of Residential Premises for Service Area I as of October 1, 2022, is 77,141.

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 351,287 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 \$127.50 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 \$127.50 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 Third Amendment, and the individual signing this Third 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 Third 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 Third Amendment.

11. **Counterparts; Electronic Signature.** This Third 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 Third 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 MANAGEMENT INC. OF FLORIDA

By: _____
Name: _____
Title: _____

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