## Exhibit 1

## THIRD AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR RESIDENTIAL WASTE AND RECYCLING COLLECTION AND TRANSPORTATION SERVICES (CITY CONTRACT #9167)

This Third Amendment to the Amended and Restated Agreement for Residential Waste and Recycling Collection and Transportation Services (City Contract #9167) dated October 11, 2011, as amended by the First amendment dated 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 Republic Services of Florida Limited Partnership, d/b/a Southland Waste Systems of Jacksonville ("Contractor").

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

- 1. Pursuant to Section 7.2.2.8. of the Agreement, the Monthly Base Rate Component was set on October 1, 2018 to \$12.25 and continued at that rate through September 30, 2019. Commencing October 1, 2019 the Monthly Base Rate Component shall be \$12.94, and shall be adjusted thereafter, if necessary, pursuant to the Agreement.
- 2. In accordance with Section 7.2.3. of the Agreement, the City and Contractor agree the hourly rate per route is deemed to be \$116.00 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 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 decreased by 383 residential premises for Service Area II. The ending number of Residential Premises per the September 30, 2019 statement was 76,844, therefore, the total number of Residential Premises will be decreased to 76,461 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 406,456 gallons for fiscal year 2019/2020 and 410,803 gallons for fiscal year 2020/2021.
- 5. The City and Contractor agree that the rate per ton applicable to the terms of Section 20.2 is hereby adjusted to \$127.00 per ton effective upon the Effective Date of this Amendment and shall be adjusted thereafter pursuant to the Agreement.

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

City	of Jacksonville	Republic Services of Florida Limited Partnership, d/b/a Southland Waste Systems of Jacksonville
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 #9167, Amd #3