

FOURTH ADDENDUM TO THE AMENDED AND RESTATED SOLID WASTE AND
RECYCLING COLLECTION AND DISPOSAL CONTRACT

City of Eustis, Florida

This Fourth Addendum to the Solid Waste and Recycling Collection Contract by and between WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation, (hereinafter referred to as "CONTRACTOR") and THE CITY OF EUSTIS, a Florida municipal corporation (hereinafter referred to as "CITY") is dated this 7th day of December 2017.

WHEREAS, the City and Contractor entered into that certain Amended and Restated Solid Waste and Recycling Collection and Disposal Contract dated on or about January 1, 2002, whereby the Contractor would collect solid waste and recyclables within the corporate boundaries of the City (the "Contract"); and

WHEREAS, the parties entered into that certain First Addendum to the Contract on February 19, 2009; and

WHEREAS, parties entered into that certain Second Addendum to the Contract on January 19, 2012; and

WHEREAS, the parties entered into that certain Third Addendum to the Contract on or about December 4, 2014; and

WHEREAS, the parties desire to modify the Contract (i) to utilize the Waste & Trash Collection (G&T) CPI (BLS CUSR0000SEHG02) for calculation of annual rate adjustments in place of the Refuse Rate Index and (ii) make the calculation based on the percentage change from September to September; and

WHEREAS, the Contract is ongoing and not in material breach by either party as of the date of this Fourth Addendum.

IT IS NOW THEREFORE AGREED:

The Amended and Restated Solid Waste and Recycling Collection and Disposal Contract between the City of Eustis and Waste Management Inc. of Florida, as amended by the First Addendum to Contract dated February 19, 2009, Second Addendum to Contract dated January 19, 2012, and Third Amendment dated December 4, 2014, is modified as follows: (Capitalized terms have the meaning as set forth in the Contract. Additions are shown by underline; deletions by ~~strikethrough~~).

1. Section 6E1 is modified to read as follows:

E. Adjustments to Other Costs.

1. ~~Refuse Rate Index (RRI)~~ . Garbage and Trash Index (CPI). Beginning no later than ~~September 1, 2002~~, October 31, 2017, and annually thereafter, the

CONTRACTOR may, subject to compliance with all provisions of this Section, request an annual adjustment in the Collection and other non-disposal portions of the Curbside Residential Recycling Collection Service rate, the Residential Solid Waste Collection Service rates and the Commercial Solid Waste Collection rates as set forth in the appropriate Exhibits attached hereto.

~~At the start of the second year of the Contract, and every year thereafter,~~ Effective January 1 of each contract year, the rates set forth on Exhibits attached hereto, may be increased or decreased by the percentage change in the ~~Refuse Rate Index (RRI), which Lake County has last established for CONTRACTOR,~~ Waste & Trash Collection CPI (BLS CUSR0000SEHG02) (referred to as the "Garbage & Trash Index") from the base month, which shall be ~~April~~ September of the prior year, through ~~April~~ September of the current year. ~~The CITY shall use the same formula and method to determine the RRI as is used by Lake County at the time of the award of this franchise or as may be amended by Lake County. In the event Lake County does not continue to establish an RRI for CONTRACTOR, then in such event, CITY shall establish the RRI for CONTRACTOR.~~ The CITY and CONTRACTOR agree, however, that should the September Garbage & Trash Index be unavailable by October 15 of any year, CONTRACTOR may utilize the August Garbage & Trash Index for submission on or before the October 31 deadline below.

~~On or before September 1st~~ October 31 of each year the CONTRACTOR shall deliver to the CITY a printout of the Garbage & Trash Index (August or September, as the case may be) and in the format as set forth in Exhibit 10 new Exhibits 2 through 6, and as may be further revised by the CITY from time to time, financial information for the specific services performed under this Contract. ~~If the CONTRACTOR fails to submit the financial information in the required format prior to October 31, it is agreed that the CONTRACTOR waives the right to the CPI rate adjustment for that year. Failure to provide the financial information does not preclude the CITY from applying the CPI using the prior year's financial data if that application would result in a decrease in the Collection and other non-disposal rates.~~

If the failure to submit the information is the result of the extraordinary or unusual circumstances as demonstrated by the CONTRACTOR, the CITY may consider the request for the annual ~~RRI~~ Garbage & Trash CPI rate adjustment. Upon approval of an ~~RRI~~ adjustment, the CITY shall notice the CONTRACTOR of the ~~RRI~~ adjustment to the appropriate rate and cost schedules.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract on the respective dates under each signature:

City of Eustis through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the 9th day of December 2017, and duly authorized to execute same.

CITY COMMISSION OF THE CITY OF EUSTIS

Robert R. Morin, Jr.
Robert R. Morin, Jr., Mayor/Commissioner

12/19/2017
Date

ATTEST:

Mary C. Montez
Mary C. Montez, City Clerk

12/19/2017
Date



CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Eustis, Florida.

12/12/17
Date

Derek A. Schroth
Derek A. Schroth, City Attorney

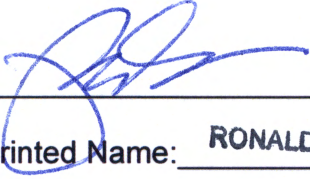
CONTRACTOR:
WASTE MANAGEMENT INC. OF FLORIDA

By: [Signature]
Printed Name TIMOTHY B. HAWKINS, PRES.

Its: President

12-11-17
Date

ATTEST:



Printed Name: RONALD M. KAPLAN, ASST. SEC.

Its: Assistant Secretary

12-11-17
Date