

**FOURTH AMENDMENT TO FRANCHISE AGREEMENT FOR SOLID WASTE
COLLECTION AND DISPOSAL SERVICES**

This Fourth Amendment to Agreement to provide Solid Waste Collection and Disposal Services, is entered into on the 26 day of July, 2011, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9551 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

AND

WASTE MANAGEMENT INC. OF FLORIDA
a Florida corporation
1001 Fannin, Suite 4000
Houston, Texas 77002
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on February 16, 1999, CITY entered into a franchise agreement for solid waste collection and disposal services with CONTRACTOR; and

WHEREAS, on June 4, 2002, the parties entered into an amendment to the franchise agreement for solid waste collection and disposal services in order to levy non-ad valorem assessments upon residential property for funding the costs of providing residential solid waste collection commencing January 1, 2003 and amending the necessary provisions of the franchise agreement; and

WHEREAS, on October 28, 2008, the parties entered into a second amendment to extend the term of the franchise agreement through December 31, 2013; and

WHEREAS, on October 20, 2009, the parties entered into a third amendment to provide for the commingling of recyclable materials for single family, multifamily, and low density residential units;

WHEREAS, the Twelfth Amendment to the Interlocal Agreement (ILA) with Broward County for Solid Waste Disposal Services, of which Coral Springs is a Contract Community, provides that the Resource Recovery Board will set tipping fees, rates and service charges sufficient to fund the operation of the Resource Recovery Board, including all bonded indebtedness and services agreements beginning October 1, 2011; and

WHEREAS, the tipping fees for processable waste would no longer be based on an automatic escalation related to the Consumer Price Index, (as currently stated in the ILA) and could never be higher than the fees would have been if the amendment had not been adopted; and

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WHEREAS, the Twelfth Amendment will result in a reduction of the tipping fee to the Contract Communities; however it is necessary for the City of Coral Springs to maintain the necessary funds to maintain the level of service for solid waste collection; and

WHEREAS, it is necessary to amend the agreement to provide for required changes to the terms and conditions; and

WHEREAS, the current Franchise agreement terminates on December 31, 2013, it is necessary to designate the franchise fee through December 31, 2013; and

WHEREAS, now therefore, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered hereunder, the parties hereby agree as follows:

1. ACKNOWLEDGEMENT

The above recitals are acknowledged and incorporated herein.

2. Section 11 of the Agreement, as amended, is hereby amended to read as follows:

Section 11. REVISIONS OF CHARGES AND RATES

11.01 The disposal component of the residential rate shall be adjusted to reflect changes in the tipping fees charged by the receiving facility in accordance with the Interlocal Agreement for Solid Waste Disposal. Should the Interlocal Agreement for Solid Waste Disposal not be renewed upon expiration (July 2, 2013), any change in the disposal rate shall be adjusted according to the proportionate change in the tipping fee. ~~In accordance with the Interlocal Agreement for Solid Waste Disposal, the receiving facility, after commencement of the Broward County Resource Recovery System, will be as determined under the Interlocal Agreement. The pass through addition to the monthly residential rate shall be a \$0.17 adjustment for each \$1.00 increase in the per ton tipping fee plus an eighteen percent (18%) added franchise fee.~~

11.02 Beginning on October 1 of each year, and yearly thereafter, the collection and maintenance component of the residential rate shall be adjusted upward or downward to reflect the cost of doing business, measured by fluctuations in the Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency. All parties have elected to use the Urban Consumers - All items index Urban Consumers - U.S. City Average, all items, Base period 1982-1984=100 for the purpose of calculating all CPI adjustments where required by this Agreement. The collection component shall be increased or decreased by eighty percent (80%) of the percentage change in the CPI from the previous March to March of the year in which the adjustment is effected. The above notwithstanding, the parties acknowledge that this current agreement with CONTRACTOR terminates on December 31, 2013 and that a new provider may be selected by City. Therefore, the rate for the period commencing

January 1, 2014 will be based upon the negotiations for the new franchise agreement and therefore the foregoing may not be applicable.

11.03 The disposal rate for roll-off service, for non-processable loads in Exhibit "D," shall be adjusted ~~by a direct pass-through of increases in the~~ based upon the commercial proportionate share of the disposal rate for per-yard disposal rate charged by the waste management disposal facility. For processable loads, the pass-through will be based on the weight of the load and the tipping fee at the resource recovery facility. Adjustment in the hauling and maintenance components shall be adjusted by the CPI as prescribed in Section 11.02 of this Agreement. ~~Both disposal and hauling charges shall have the fifteen percent (15%) franchise fee added.~~

11.04 The rates for the collection, monthly maintenance and roll-out components of Regular and Compacted commercial service shall be adjusted as prescribed for the residential rate in Section 11.02 of this Agreement, ~~and the rate of pass-through for disposal shall be \$0.10 per cubic yard plus a fifteen percent (15%) added franchise fee adjustment for each \$1.00 increase in the per-ton tipping fee,~~ plus the designated franchise fee.

11.05 The rate for other than Saturday and Sunday operation provided at the City residential Waste Transfer Station shall be adjusted as described in Section 11.03 of this Agreement.

11.06 The CONTRACTOR may petition the CITY for rate adjustments, at reasonable times, on the basis of unusual changes in its cost of doing business, such as, but not limited to, revised laws, ordinances or regulations. The above notwithstanding, effective, June 1st, 2002, the CONTRACTOR acknowledges and agrees that for residential rates the cost may only be adjusted once a year (June 1st of each calendar year) in preparation of the adoption of the special assessment for solid waste collection.

11.07 Items requiring special handling or bulky items that cannot be placed into commercial dumpsters shall be collected by the CONTRACTOR using rolloff equipment or the use of other equipment as deemed appropriate by CONTRACTOR. Charges for such service shall be based on the rate schedule. If the CONTRACTOR is required to use equipment not listed in rate schedule to remove items that require special handling, the CITY's Director of Public Works and CONTRACTOR's Division Manager shall mutually determine a reasonable rate to be charged for the special service.

3. Section 14 of the Agreement, as amended, is hereby amended to read as follows:

Section 14. FRANCHISE FEES

14.01 The CONTRACTOR shall pay to the City of Coral Springs, as and for a franchise fee, ~~an amount equal to eighteen percent (18%)~~ the amounts as designated in Section 14.03 for all revenue collected from all residential services rendered and commercial services rendered. ~~an amount equal to fifteen percent (15%) of all revenue~~

~~collected from all commercial services rendered, pursuant to this Agreement, within the City of Coral Springs.
Payment of franchise fee is to be paid to CITY quarterly and in full no later than the 15th day of the second month following each quarter.~~

14.02 The above notwithstanding, effective January 1, 2003, pPayment for residential solid waste collection services for residential solid waste collection services shall be made pursuant to Section 10 of this Agreement. Effective January 1, 2003, pPayment of the franchise fee to CITY from all commercial services rendered shall be paid monthly and in full no later than the 20th day of the month following the end of each month.

14.03 The above notwithstanding, effective October 1, 2011, CONTRACTOR shall pay the following rates to the City of Coral Springs, as and for a franchise fee, for all revenue collected from all residential services rendered and from all revenue collected from all commercial services rendered, pursuant to this Agreement, within the City of Coral Springs:

Residential Franchise Fee: \$4.30 per month for Fiscal Year 2011-2012;
For Fiscal Year 2012-2013 and the remaining period
under this Agreement, CITY shall notify the
CONTRACTOR of the Franchise Fee by May 15, 2012.

Commercial Franchise Fee: As indicated on Exhibit "D:" for Fiscal Year 2011-2012;
For Fiscal Year 2012-2013 and the remaining period under
this Agreement, CITY shall notify the CONTRACTOR of
the Franchise Fee by May 15, 2012.

4. Exhibit "D" to the Franchise is hereby amended as attached hereto and incorporated herein.

5. All Other Conditions and Terms:

All conditions and terms of the Agreement entered into on February 16, 1999, as amended June 4, 2002, October 28, 2008, and October 20, 2009, not specifically amended herein, remain in full force and effect. In the event of any conflict, this Amendment will supersede other terms. In the event of ambiguity, the most restrictive interpretation consistent with the public interest is intended.

6. SEVERABILITY

Should any part, term or provision of this Fourth Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

7. This Fourth Amendment shall be effective upon the approval of the City Commission.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and WASTE MANAGEMENT INC. OF FLORIDA have caused these presents to be executed in their respective names, by the proper officials, the day and year first above written.

CITY OF CORAL SPRINGS, a municipal corporation organized and existing under the laws of the State of Florida

ATTEST:

By: Josephine Chavez, CRM By: Roy Gold
Josephine Chavez, CRM, Roy Gold, Mayor
City Clerk

Approved as to form:

By: Rhonda Vanessa Federigan
Assistant City Attorney

State of Florida
County of Broward

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the 28 day of July, 2011, by Josephine Chavez, CRM, and Roy Gold, City Clerk and Mayor, respectively.

Linda Lees
Notary Public, State of Florida

NOTARY PUBLIC
SEAL OF OFFICE

NOTARY PUBLIC-STATE OF FLORIDA
Linda Lees
Commission # EE074350
Expires: MAR. 16, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Linda Lees
Printed, typed or stamped name of Notary Public exactly as commissioned,

Individual who signed is personally known:
 no identification produced; oath was taken

WASTE MANAGEMENT INC. OF FLORIDA

By: [Signature]
Print Name: Tim Hawkins
Print Title: Vice President

State of Florida
County of Broward

On this, the 20 day of July, 2011, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Timothy B. Hawkins, Vice President (insert title) of Waste Management Inc. of Florida, a Florida corporation, on behalf of the corporation.

WITNESS my hand and official seal



ROSALINA VEGA
MY COMMISSION # EE 019003
EXPIRES: October 9, 2014
Bonded Thru Budget Notary Services

Rosalina Vega
Notary Public, State of Florida

Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or
Produced identification:

(type of identification produced)

EXHIBIT "D"

RATE SCHEDULE – INCLUSIVE OF FRANCHISE FEE

Effective October 1, 2011 (commercial)

Effective January 1, 2012 (residential)

For services required to be performed under this Contract, the charges shall be as follows:

FRANCHISE FEE

Pursuant to Section 14 of this Agreement, CONTRACTOR shall pay a franchise fee to the City of Coral Springs for residential and commercial services rendered within the City of Coral Springs, with the exception of recycling services and services provided to the City for collection at city facilities. The franchise fees are as indicated below.

RESIDENTIAL RATES

The monthly residential rate, per dwelling unit, for back/side door and excess pickup, as prescribed in the Franchise Agreement, shall be the sum of the collection (including transportation) component, disposal component, and franchise fee as shown below.

Collection	\$5.81 per month, per dwelling unit
Disposal	\$7.82 per month, per dwelling unit
Franchise Fee	\$4.30 per month, per dwelling unit
Total Rate	\$17.93 per month, per dwelling unit

franchise agreement for
solid waste collection and
disposal services,
4th Amendment, exhibit "D"

COMMERCIAL RATES

Regular Service
Monthly Service Rate (\$)
Per Weekly Pickup

<u>Container Size (Cu Yds)</u>	<u>Collection (\$)</u>	<u>Disposal (\$)</u>	<u>Franchise Fee (\$)</u>	<u>Total (\$)</u>
2	\$ 59.15	\$ 34.47	\$19.50	\$113.12
3	\$ 88.71	\$ 51.70	\$29.25	\$169.66
4	\$118.27	\$ 68.93	\$38.99	\$226.19
6	\$177.42	\$103.40	\$58.49	\$339.31
8	\$236.55	\$137.87	\$77.99	\$452.41

MONTHLY CONTAINER MAINTENANCE

<u>Container Size (Cu Yds)</u>	<u>Franchise Fee (\$)</u>	<u>Monthly Maintenance Charge (\$)</u>	<u>Total (\$)</u>
2	\$5.23	\$25.09	\$30.32
3	\$5.89	\$28.26	\$34.15
4	\$6.53	\$31.37	\$37.90
6	\$7.84	\$37.64	\$45.48
8	\$8.49	\$40.77	\$49.26

ROLL-OUTS

	Franchise Fee (\$)	Rate	Total (\$)
Short Roll-Out	\$0.00	\$0.00	\$0.00

The movement of the container from a stationary position to the vehicle at a length not to exceed 20 feet over a pave level surface by a single individual. The operator is required to return the empty container back to its original location.

	Franchise Fee (\$)	Rate	Total (\$)
Long Roll-Out	\$0.00	\$0.00	\$0.00

The movement of a container from a stationary position to the vehicle at lengths in excess of 20 feet but not to exceed 75 feet or the movement of the container over non-level or non-paved surfaces.

	Franchise Fee (\$)	Rate	Total (\$)
Casters	\$0.00	\$0.00	\$0.00

Compacted Rates, per Pick Up (\$)

Container Size (Cu Yds)	Collection (\$)	Disposal (\$)	Franchise (\$)	Total (\$)
2	\$ 54.61	\$31.84	\$18.01	\$104.46
3	\$ 81.88	\$47.76	\$27.00	\$156.64
4	\$109.17	\$63.68	\$36.00	\$208.85
6	\$163.79	\$95.52	\$54.01	\$313.32

Roll-Off Rate Schedule

Non-Processable Loads

	Delivery	Hauling	Maint.	Disposal Rate	Franchise Fee (\$)	Total
10 yd. Delivery	\$ 44.66				\$ 9.30	\$ 53.96
(10 yd. Mtnce./Day)						
01-30 Days			\$ 3.02	\$ 0.00	\$ 0.63	\$ 3.65
Over 30 days			\$ 4.47	\$ 0.00	\$ 0.93	\$ 5.40
10 yd. Pull		\$169.42		BOW	\$35.29	\$204.71
15 yd. Delivery	\$ 44.66				\$ 9.30	\$ 53.96
(15 yd. Mtnce./Day)						
01-30 Days			\$ 3.02	\$ 0.00	\$ 0.63	\$ 3.65
Over 30 days			\$ 4.47	\$ 0.00	\$ 0.93	\$ 5.40
15 yd. Pull		\$169.42		BOW	\$35.29	\$204.71
20 yd. Delivery	\$ 58.04				\$12.09	\$ 70.13
(20 yd. Mtnce./Day)						
01-30 Days			\$ 3.02	\$ 0.00	\$ 0.63	\$ 3.65
Over 30 days			\$ 4.47	\$ 0.00	\$ 0.93	\$ 5.40
20 yd. Pull		\$169.42		BOW	\$35.29	\$204.71
30 yd. Delivery	\$ 58.04				\$12.09	\$ 70.13
(30 yd. Mtnce./Day)						
01-30 Days			\$ 3.02	\$ 0.00	\$ 0.63	\$ 3.65
Over 30 days			\$ 4.47	\$ 0.00	\$ 0.93	\$ 5.40
30 yd. Pull		\$169.42		BOW	\$35.29	\$204.71
40 yd. Packers	\$ 58.04				\$12.09	\$ 70.13
40 yd. Pull		\$254.30		BOW	\$52.97	\$307.27

CITY RESIDENTIAL TRANSFER STATION

FOR OTHER THAN WEEKEND OPERATIONS

Hauling \$244.57

Disposal (per yd.) \$ 15.00

Processable Loads: Resource Recovery Plant

	<u>Hauling</u>	<u>Disposal</u>	<u>Franchise Fee</u>	<u>Total</u>
10 Yard Pull	<u>\$169.42</u>	<u>\$0.00</u>	<u>\$35.29</u>	<u>\$204.71</u>
20 Yard Pull	<u>\$169.42</u>	<u>\$0.00</u>	<u>\$35.29</u>	<u>\$204.71</u>
30 Yard Pull	<u>\$169.42</u>	<u>\$0.00</u>	<u>\$35.29</u>	<u>\$204.71</u>
40 Yard Pull	<u>\$169.42</u>	<u>\$0.00</u>	<u>\$35.29</u>	<u>\$204.71</u>
40 Yard Packers	<u>\$254.30</u>	<u>\$0.00</u>	<u>\$52.97</u>	<u>\$307.27</u>

RECYCLING RATES
(No Franchise Fee Applied)

Single family and low density residential recycling cost per month \$1.54

Multifamily recycling cost per month \$1.06