

**SECOND AMENDMENT TO EXCLUSIVE FRANCHISE
AGREEMENT BETWEEN THE CITY OF CORAL
SPRINGS AND WASTE PRO OF FLORIDA, INC.**

THIS SECOND AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT is made and entered into the 17th day of July, 2019, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 W. Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "City")

AND

WASTE PRO OF FLORIDA, INC.
2101 W. SR 434, Suite 315
Longwood, Florida 32779
(hereinafter referred to as "Contractor")

WHEREAS, the City and the Contractor entered into an Exclusive Franchise Agreement on June 5, 2013 for the collection of certain types of solid waste and recyclable materials that are generated in the City of Coral Springs (hereinafter the "Agreement"); and

WHEREAS, June 1, 2016, the City and the Contractor entered into a First Amendment to provide for certain service improvements to customers; and

WHEREAS, the City and the Contractor have determined that it is in the best interest of the residents to extend the term of the contract and to provide for additional service adjustments; and

WHEREAS, both parties are now desirous of amending the Agreement to provide Further service improvements to customers;

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 to City hereunder, the parties hereby agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. Section 1, Definitions, shall be amended to include the definition of "Excessive Hydraulic Spills" as follows:

1.42 ~~Reserved.~~ **Excessive Hydraulic Spills** shall mean any incident whereby both sides of a single street between two intersections, or between an intersection and a dead-end or cul-de-sac,

are impacted by continuous leakage of hydraulic fluids or such that the leakage would be readily evident to the driver. Whether a Excessive Hydraulic Spill exists shall be determined in the sole discretion of the Director.

Section 3. Section 3, Term of This Agreement, shall be amended to provide for the extension of the initial term through September 30, 2024 unless otherwise terminated earlier in accordance with Section 47.

Section 4. Paragraph 7.2, Residential Collection Service for Recyclable Materials, shall be amended to read as follows:

7.2 RESIDENTIAL COLLECTION SERVICE FOR RECYCLABLE MATERIALS

The Contractor shall collect all of the Source Separated Recyclable Materials that are Set-Out at Curbside by Residential Customers in Recycling Carts. At a minimum, the Contractor shall collect all of the following Source Separated Recyclable Materials: (a) newspaper, cardboard, paper, and other similar fiber products; (b) ferrous and nonferrous cans and beverage containers; (c) plastic bottles and containers (Nos. 1 through 7); (d) glass bottles and containers; (e) aseptic or poly-coated food and beverages containers; (f) any other Source Separated Recyclable Material that can be accepted and recycled by the Designated Facility for Source Separated Recyclable Materials, as identified in Section 19.3; and (g) other Recyclable Materials designated by the Director.

When a high content of contamination is identified during the specific route(s), the Contractor shall implement a quality control procedure that will include the collection of designated routes with rear load vehicles, attachment of tags regarding non-program recyclables and provide separate solid waste collection of contaminated carts, as required.

Exhibit 2 is an interlocal agreement dated August 31, 2012 between Broward County and the City for "Recyclable Materials Recovery." In Section 1.8 of Exhibit 2, the Source Separated Recyclable Materials that will be accepted at the Designated Facility are identified and defined as "Program Materials." The Contractor shall collect all of these "Program Materials."

Section 5. Section 19, The City's Designated Facilities, shall be amended to read as follows:

SECTION 19: THE CITY'S DESIGNATED FACILITIES

19.1 The Contractor shall deliver all of the Residential Waste and Commercial Waste collected pursuant to this Agreement to a Designated Facility.

19.2 The Designated Facilities for Garbage and Rubbish are the Wheelabrator North Resource Recovery Facility, located at 2600 N.W. 48th Street, Pompano Beach, Florida, and the Wheelabrator South Resource Recovery Facility, located at 4400 South State Road 7, Ft. Lauderdale, Florida. The Ft. Lauderdale Wheelabrator South Resource Recovery Facility shall

be the primary Designated Facility for all of the Residential Waste and Commercial Waste collected pursuant to this Agreement. The Contractor shall not use the Pompano Beach Wheelabrator North Resource Recovery Facility or any other alternate site without written authorization by the Director, which authorization may be provided by letter or email.

Section 6. Paragraph 29.3, Field Supervisor, shall be amended to read as follows:

29.3 FIELD SUPERVISOR

The Contractor shall designate one or more Field Supervisors, who shall oversee the Collection Service provided under this Agreement. One Field Supervisor will be dedicated to the City's commercial container services related to multifamily complexes and businesses. The Field Supervisor(s) shall have immediate access to an automobile or truck between 6:00 a.m. and 7:00 p.m., every day. At all times during the term of this Agreement, the Director shall have immediate access to the Field Supervisor(s) by telephone and electronic mail.

Section 7. Paragraph 36.4, Collections at City Transfer Station, shall be amended to read as follows:

36.4 COLLECTIONS AT CITY TRANSFER STATION

The Contractor shall provide the following Collection Services at the City's Transfer Station:

(c) Effective October 1, 2019, during operational hours on ~~On~~ the first Saturday and the following Sunday of every Operating Month, the Contractor also shall accept paint, fluorescent light bulbs, and Electronic Equipment that are delivered to the Transfer Station by Residential Customers. During the First Operating Year, the Contractor may deliver these materials to any properly licensed Solid Waste Management Facility for Recycling or disposal. Thereafter, the Contractor shall deliver these materials to a Solid Waste Management Facility designated by the City, which shall be located within fifty (50) miles of City Hall. The Contractor shall dispose of such materials at properly licensed facilities and pay all associated costs.

Section 8. Section 38, Rates for Contractor's Services, shall be amended to read as follows:

38.1 UNIFORM RATES FOR ALL COLLECTION SERVICES

The Rates in Exhibit 3, as amended from year to year as specifically provided for herein, are the maximum amounts that shall be charged for any Collection Services provided by the Contractor pursuant to this Agreement. The Rates shall be applied uniformly to all Customers receiving Collection Services from the Contractor within the City after the Effective Date. Contractor shall

utilize the Rates in Exhibit 3, as amended from year to year as specifically provided for herein, and no others, when billing its Customers or the City.

The Rate for Residential Collection Service shall apply to each Customer that receives such service, regardless of the number of Garbage Carts or Recycling Carts that are used by the Customer.

38.2 RATES FOR SPECIFIC COLLECTION SERVICES

The Rates for Residential Collection Service are set forth in Exhibit 3A. The Rates for Commercial Collection Services are set forth in Exhibit 3B. The Rates for the services provided to the City are set forth in Exhibit 3C. The Rates include or identify the Franchise Fees that are applicable to each Collection Service. Effective October 1, 2019, the Rates for Residential Collection Service and Commercial Collection Services shall be increased by eight percent (8%) plus the CPI (as provided for in Section 38.3) which is provided for in Exhibit 3D attached hereto and incorporated herein.

The Rates will be adjusted for fiscal years 2021 through 2024 in accordance with the following schedule:

FY 2021 – CPI (Section 38.3)

FY 2022 – CPI (Section 38.3)**

FY 2023 – CPI (Section 38.3)

FY 2024 – CPI (Section 38.3)

** For fiscal year 2022, the Contractor may be entitled to a 4% increase in addition to the CPI adjustment which shall be contingent upon Contractor meeting or exceeding the following performance levels in fiscal years 2020 and 2021:

- Commercial Rate Adjustment
 - Meet or exceed 2016 City Commercial Customer Survey Satisfaction levels. See Exhibit 15.
- Residential Rate Adjustment
 - Meet or exceed TracEZ monthly complaint standard 4.5/10,000, using same methodology utilized since inception of this Agreement. See Exhibit 16.

Section 9. Paragraph 38.9, Rate Adjustments for Excessive Fuel Variations, shall be created to read as follows:

38.9 RATE ADJUSTMENTS FOR EXCESSIVE FUEL VARIATIONS

Effective October 1, 2019, the Contractor may request the City to further adjust the Rates based on Fuel Factor in accordance with Exhibit 17.

Section 10. Paragraph 44.4, Administrative Charges During the Term of Agreement, shall be amended to include new paragraph 44.4.37, which shall read as follows:

44.4.37 Failure to take appropriate action to prevent Excessive Hydraulic Spills. Each failure shall result in the imposition of a One Thousand Dollar (\$1,000.00) assessment per incident.

Section 11. Section 74, Notices to Parties, shall be amended to read as follows:

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Such documents shall be addressed as shown below and either (a) hand delivered, (b) mailed by registered or certified mail (postage prepaid), return receipt requested, or (c) sent by telecopy. The documents shall be deemed to have been duly delivered when personally delivered, or when transmitted by telecopier and receipt is confirmed by telephone, or when delivered by U.S. Mail or courier service, as shown by the return receipt. For the present, the Contractor and the city designate the following as the appropriate people and places for delivering notices and other documents.

As to City: City Manager
City of Coral Springs
~~9554~~ 9500 West Sample Road
Coral Springs, FL 33065
Telephone: 954/344-5906
Facsimile: 954/344/1043

Copy to: City Attorney
City of Coral Springs
~~9554~~ 9500 West Sample Road
Coral Springs, FL 33065
Telephone: 954/344-5977
Facsimile: 954/344/5930

Section 12. Exhibit 3D is created as attached hereto.

Section 13. Exhibit 15 is created as attached hereto.

Section 14. Exhibit 16 is created as attached hereto.

Section 15. Exhibit 17 is created as attached hereto.

Section 16. All other conditions and terms of the original Agreement, as amended, not specifically amended herein remain in full force and effect.

Section 17. Should any part, term or provision of this Second Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected thereby.

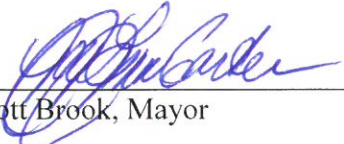
IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

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

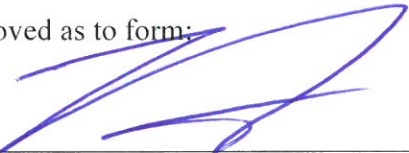
ATTEST:



Debra Thomas, CMC, City Clerk



Scott Brook, Mayor

Approved as to form:


Nicholas Noto, Assistant City Attorney

WASTE PRO OF FLORIDA, INC.

BY: _____

Print Name: Russell Mackie

Title: Regional U.P.

State of Florida
County of Broward

On this, the 5 day of June, 2019, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Russell Mackie (name of authorized signer), Regional U.P. (title of authorized signer), of WASTE PRO OF FLORIDA, INC., on behalf of the corporation.

WITNESS my hand and official seal this 5 day of June, 2019.

[Signature]
Notary Public, State of Florida

Sandra H Johnson

Printed, typed or stamped name of Notary Public
exactly as commissioned
Personally known to me, or
Produced identification:

FL DL

(type of identification produced)

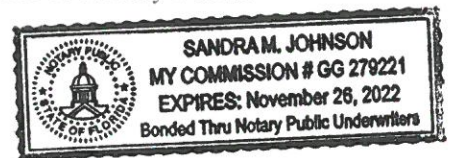


EXHIBIT 3D

Effective October 1, 2019, the following rates will apply:

Residential

Residential Garbage Collection twice per week	\$3.31 per month
Bulk Waste and Yard Waste Collection once per week	\$2.54 per month
Recycling Materials Collection once per week	\$1.34 per month
Total	\$7.19 per month

Commercial Solid Waste

Front End Load Collection

Collection	\$8.75 per cubic yard
Disposal	\$2.14 per cubic yard
Franchise Fee	\$4.11 per cubic yard
Total	\$15.00 per cubic yard

Small Compactor (less than 10 cubic yards)

Collection	\$9.10 per cubic yard
Disposal	\$6.43 per cubic yard
Franchise Fee	\$5.86 per cubic yard
Total	\$21.39 per cubic yard

Commercial Recycling

Collection	\$2.96 per cubic yard
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Roll Off Service 10, 20, 30, 40 yard units (Excluding franchise fees)

Delivery	\$88.66
Pick up and Return	\$177.32

Compactors greater than 8 cubic yards (excluding franchise fees)

Pick up and Return	\$305.80
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EXHIBIT 15

2016 City of Coral Springs Business Survey

Final Report

Submitted to

The City of Coral Springs, Florida



725 W. Frontier Circle
Olathe, KS 66061
(913) 829- 1215
April 2016



EXCLUDING DON'T KNOW

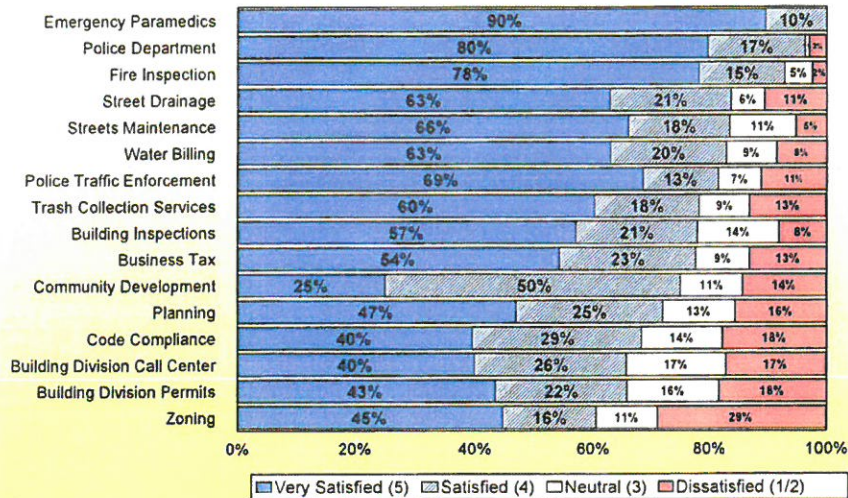
Q1. If your business has used the service, I'll ask you to rate the service using a scale of 1 to 5 where a "5" means "very satisfied" and a "1" means "very dissatisfied." (excluding "don't know")

(N=305)

	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied
Q1A. Building Division Permits - How Satisfied are you?	43.4%	22.4%	15.8%	6.6%	11.8%
Q1B. Building Inspections - How Satisfied are you?	57.0%	20.9%	14.0%	1.2%	7.0%
Q1C. Fire Inspection - How Satisfied are you?	78.2%	14.7%	4.7%	0.5%	1.9%
Q1D. Building Division Call Center - How Satisfied are you?	40.0%	25.7%	17.1%	5.7%	11.4%
Q1E. Zoning - How Satisfied are you?	44.7%	15.8%	10.5%	10.5%	18.4%
Q1F. Community Development - How Satisfied are you?	25.0%	50.0%	10.7%	7.1%	7.1%
Q1G. Business Tax - How Satisfied are you?	54.2%	23.4%	9.3%	7.5%	5.6%
Q1H. Code Compliance - How Satisfied are you?	39.6%	28.7%	13.9%	4.0%	13.9%
Q1I. Emergency Paramedics - How Satisfied are you?	89.7%	10.3%	0.0%	0.0%	0.0%
Q1J. Police Department - How Satisfied are you?	79.7%	16.7%	0.7%	1.4%	1.4%
Q1K. Police Traffic Enforcement - How Satisfied are you?	68.5%	13.0%	7.4%	9.3%	1.9%
Q1L. Planning - How Satisfied are you?	46.9%	25.0%	12.5%	6.3%	9.4%
Q1M. Streets Maintenance - How Satisfied are you?	66.0%	17.5%	11.3%	3.1%	2.1%
Q1N. Street Drainage - How Satisfied are you?	62.8%	20.9%	5.8%	5.8%	4.7%
Q1O. Trash Collection Services - How Satisfied are you?	60.2%	18.0%	8.7%	6.2%	6.8%
Q1P. Water Billing - How Satisfied are you?	62.9%	20.0%	8.6%	5.0%	3.6%

Satisfaction With Coral Springs Services, Departments or Programs

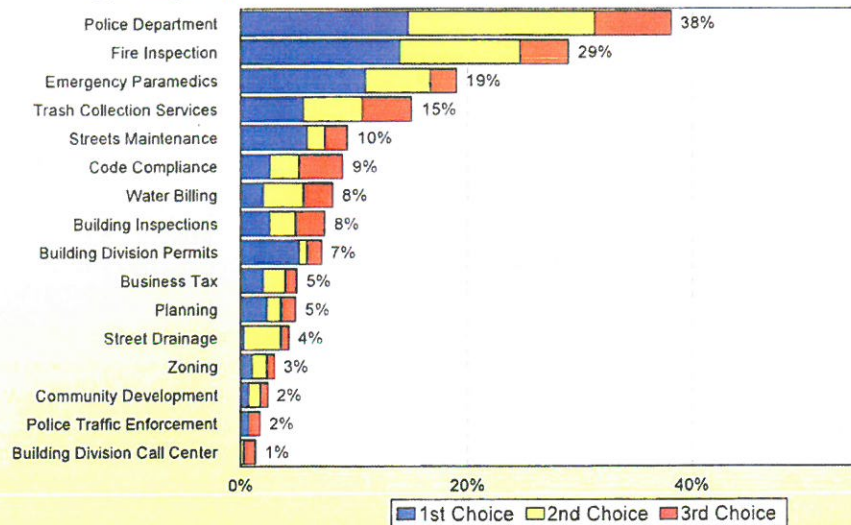
by percentage of respondents who indicated they had used the service;
items were rated on a 5-point scale, where a 5 means "very satisfied" (excluding don't knows)



Source: ETC Institute (2016 City of Coral Springs Business Survey)

City Services, Departments or Programs Most Important to Businesses in Coral Springs

by percentage of business respondents who selected the item as one of their top three choices



Source: ETC Institute (2016 City of Coral Springs Business Survey)

EXHIBIT 16

Waste Pro TRAC EZ System							
Comparative Stats - monthly							
	2014 avg	2015 avg	2016 avg	2017 avg	2018 avg	2019 avg	Comments
Missed pick up - residential	65	49	54	71	71	83	245,528 customer pick ups/mo
Missed pick up - recycling	38	38	38	46	45	59	122,764 customer pick ups/mo
Missed pick up - bulk/yard waste	111	106	88	105	97	99	122,764 customer pick ups/mo
Missed pick up - commercial	6	10	2	12	4	5	Service ranges 2x to 6x/wk
Property Damage	10	10	6	7	9	8	
Damaged Garbage/Recycling container	5	17	15	19	30	30	
Driver complaints	2	1	1	1	2	3	
Truck Spillage garbage/recycling/bulk	3	5	8	7	7	5	
Miscellaneous	17	7	14	14	21	10	
Totals	256	242	226	281	268	301	total
						thru 4/2019	
oversized piles		169	216				
driver/supervisor call-in			252	325	424	463	
Complaints per 10,000 pick-ups	5.25	4.96	4.63	5.77	5.87	6.17	
City Help Desk /Public Stuff	18	11	11	15	16	11	
Tonnage							
MSW							
Bulk							
WTS							
Recycling							
total							

EXHIBIT 17

Fuel Factor

Effective October 1, 2020, Waste Pro collection rates shall be subject to an annual fuel adjustment. For the purpose of this Agreement, the fuel is assumed to represent 10% of the contractor's costs therefore 10% of the approved rates shall be so adjusted, based on the following:

Waste Pro operations utilize 70% Natural Gas and 30% Diesel equipment

US Energy Information Annual March Indices shall apply

- Florida Price of Natural Gas Sold to Commercial Consumers
- Lower Atlantic (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices

Calculated Adjustment shall be calculated by dividing the reported apportioned unbranded monthly prices by the reported unbranded prices from 12 months prior, multiplying the result by ten (10) percent of the CPI adjusted collection cost, and subtracting ten (10) percent of the CPI adjusted collection cost.

For Example

Florida Price of Natural Gas Sold to Commercial Consumers

- Mar 2017 – 10.93
- Mar 2018 – 11.34

Lower Atlantic (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices

- Mar 2017 - 2.525
- Mar 2018 – 2.894

Collection Costs (per applicable CPI adjustment)

- Residential - \$6.55 / home / month
- Commercial - \$7.79 / cubic yard

Residential Adjustment (rounded to the nearest cent)

$$(((0.7 * 11.34/10.93)) + (0.3 * 2.894/2.545)) * 0.1 * 6.55 - 0.1 * 6.55 = \$0.05 / \text{home} / \text{month}$$

Commercial Adjustment (rounded to the nearest cent)

$$(((0.7 * 11.34/10.93)) + (0.3 * 2.894/2.545)) * 0.1 * 7.79 - 0.1 * 7.79 = \$0.05 / \text{cubic yard}$$