

First Amendment to Agreement

This First Amendment to the Agreement dated April 2, 2003, by and between Leon County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the City of Tallahassee, a Florida Municipal Corporation, hereinafter referred to as the "City" is hereby entered into by and between said parties this 10th day of May, 2005.

WITNESSETH

WHEREAS, the County and City entered into an Agreement providing for solid waste services dated April 2, 2003; and

WHEREAS, the parties have determined it to be in the best interests of both entities to amend said Agreement dated April 2, 2003.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth herein, the sufficiency of which is hereby acknowledged, the County and City do hereby agree as follows:

I. Section 4.2 (inclusive of Sections 4.2.1, 4.2.2, 4.2.3, 4.2.4 and 4.2.5) of the Agreement dated April 2, 2003, is hereby amended in its entirety to read as follows:

4.2. Operating Fee. The City shall pay to the County an Operating Fee, in an amount determined by the County per ton for all City Solid Waste delivered to the Transfer Station. The Operating Fee charged to the City shall not exceed any fee charged to any other user of the Transfer Station for the delivery of Class I Solid Waste to that facility. Notwithstanding the above, fees may be waived or reduced for non-profit users of the Transfer Station which promote litter cleanup activities.

II. Section 4.3 of the Agreement dated April 2, 2003, is hereby amended in its entirety to read as follows:

4.3. The County shall assess all users, including the City, a per ton HHWP Fee consistent with the existing Interlocal Agreement between the Parties. In the case of the City, the HHWP Fee shall be in addition to the Operating Fee established in accordance with Section 4.2.

III. Section 4.4 of the Agreement dated April 2, 2003, is hereby amended in its entirety to read as follows:

4.4. Reserve Accounts. Any unreserved retained earnings in the Solid Waste Rate Stabilization Reserve Fund, including all additional funds subsequently accumulated therein, may be used to offset future rate increases and may be appropriated for future Operating Costs if needed to avoid a rate increase. The amounts accumulated in, and the expenditure of, all reserve funds shall be subject

to review and recommendation by the FRC. Unrestricted net assets which exceed fifty percent (50%) of the prior year's Operating Costs, net depreciation, shall be used to offset future rate increases or for any other lawful purpose.

All other provisions, sections or requirements in the Agreement dated April 2, 2003, not otherwise in conflict with the provisions herein shall remain in full force and effect.

This First Amendment to the Agreement dated April 2, 2003, shall be effective commencing October 1, 2005.

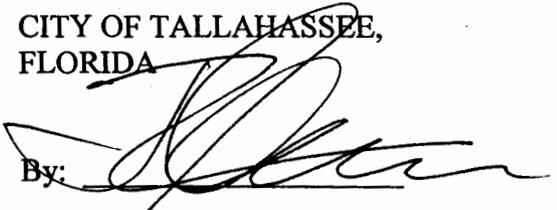
IN WITNESS WHEREOF, the parties hereto, through their duly authorized representative, have executed this First Amendment to Agreement as of the date first written above.

LEON COUNTY, FLORIDA

By: 

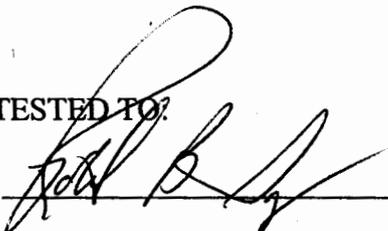
CLIFF THAELL, Chairman
of the Board of County Commissioners

CITY OF TALLAHASSEE,
FLORIDA

By: 

JOHN R. MARKS, III, Mayor
of the City of Tallahassee

ATTESTED TO:

By: 

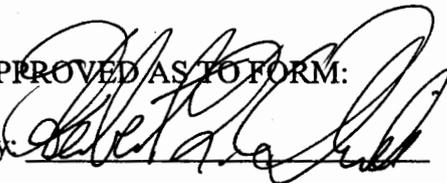
ROBERT B. INZER, Clerk
Leon County, Florida

ATTESTED TO:

By: 

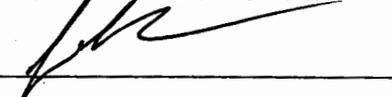
GARY HERNDON
City Treasurer-Clerk

APPROVED AS TO FORM:

By: 

HERBERT W.A. THIELE, Esq.
COUNTY ATTORNEY

APPROVED AS TO FORM:

By: 

JAMES R. ENGLISH, Esq.
CITY ATTORNEY

**LEON COUNTY
CONTRACT ROUTING SLIP**

County Contract No. 2422A

Original
 Renewal
 Amendment

Division Contact: Norm Thomas Phone #: 488-1505
 Division: Solid Waste
 Location: 7530 Apalachee Pkwy
 Contractor: City of Tallahassee
 Address: 300 S. Adams
 City, State, Zip: Tallahassee, Fla 32301

Contract Period: From 5/10/05 To 12/31/2013
Renewal Periods: Number _____ Term _____
Contract Total \$ Amount: _____

<u>Contract Type:</u>	<u>Procurement Method:</u>	<u>Forms Required:</u>
<input type="checkbox"/> Conservation Easement	<input type="checkbox"/> Bid*	<input type="checkbox"/> Public Entity Crimes Statement
<input type="checkbox"/> Construction	<input type="checkbox"/> RFP*	<input type="checkbox"/> Performance Bond
<input type="checkbox"/> Continuing Supply	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Materials & Payment Bond
<input type="checkbox"/> Deed	<input type="checkbox"/> Gov't Entity	<input type="checkbox"/> Warranty Bond
<input checked="" type="checkbox"/> Interlocal Agreement	<input type="checkbox"/> Other (Explain Below)	<input type="checkbox"/> Certification Regarding Debarment
<input type="checkbox"/> Grant		
<input type="checkbox"/> Lease	<u>Insurance Certificates:</u>	
<input type="checkbox"/> Other Services	<input type="checkbox"/> General Liability	*Bid/RFP # _____
<input type="checkbox"/> Performance Agreement	<input type="checkbox"/> Professional Liability	Agenda Date <u>5/10/05</u>
<input type="checkbox"/> Professional Services	<input type="checkbox"/> Workers' Compensation	
<input type="checkbox"/> Purchase	<input type="checkbox"/> Errors & Omissions	
<input type="checkbox"/> Other (Explain below)	<input type="checkbox"/> Automobile Coverage	

Comments: _____

Routing:

<u>Required</u>	<u>Initials</u>	<u>Date</u>	
<input checked="" type="checkbox"/>			Originating Division <u>County Atty Ge.</u>
<input type="checkbox"/>			Purchasing
<input type="checkbox"/>			Minority/Women Business Enterprise
<input type="checkbox"/>			Risk Management
<input type="checkbox"/>			Grants Coordinator
<input type="checkbox"/>			County Attorney's Office
<input type="checkbox"/>			County Administrator's Office
<input checked="" type="checkbox"/>			Chairman, BCC
<input checked="" type="checkbox"/>			Clerk's Office (Finance)

Return completed documents to: _____