

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

AMENDMENT TO CONTRACT

This Amendment to the Agreement by and between Jefferson County, Alabama (hereinafter called "the County") and Amwaste, LLC shall be effective upon Commission approval.

WITNESSETH:

WHEREAS, Jefferson County has been notified by Amwaste, LLC that due to significant, unprecedented, and unpredictable economic conditions affecting fuel rates and labor costs, the current rate caps in its contract with the County are now unsustainable; and

WHEREAS, the County agrees that there has been a significant change in economic conditions with regard to rising inflation, fuel costs, and labor shortages and such conditions have been detrimental to the current performance of Amwaste under the current contract terms; and

WHEREAS, the County has the authority to provide for the public health, safety, and welfare of its citizens; and

WHEREAS, uninterrupted residential garbage, trash collection and disposal services are of critical importance to the public health and safety of the citizens of Jefferson County; and

WHEREAS, the County desires to amend this agreement; and

WHEREAS, Amwaste desires to amend the agreement; and

NOW THEREFORE, in consideration of the above, the parties hereto agree that the contract between the parties which was approved by the Jefferson County Commission on December 17, 2020 at Minute Book 174, Pages 745-746 is hereby amended as follows:

Section III (2)(b) (1-5) Consumer Price Index is hereby deleted and replaced with the following:

b. It is further understood and agreed by and between the parties hereto that the unit prices may be adjusted according to a Fuel Index and Consumer Price Index as follows:

(1) Quarterly, the Contractor or the County may compute the change, if any, in the fuel index based on the change from the contract base price and the average of the preceding three months based on the ALDOT Construction Fuel Index (hereinafter referred to as "Fuel Index") published by the Alabama Department of Transportation (<https://.aldotgis.dot.state.al.us/constructionindexes.fuel.aspx>).

The increase or decrease will be calculated by multiplying percentage increase or decrease of the current (average of the three most recent preceding months) and the base index, by the fuel adjustment factor of 0.30 and the bid amount for single family residential garbage and trash service curbside. The base index will be the value of the index for the month prior to the month in which the contract is let.

(2) As promptly as practicable after January 31 2022, and each January 31st thereafter during the term hereof or of any renewal term, the County or Contractor may compute the change, if any, in the cost of living, using as the basis of such computation, the "Revised Consumers Price Index For All Urban Consumers – South Region" (hereinafter referred to as "CPI") published by the Bureau of Labor Statistics of the United States Department of Labor. In the event there is a change in the cost of living, the parties shall negotiate and may, upon mutual agreement, change in unit prices not more than such percentage change in the Consumer Price Index as computed above.

(3) The Jefferson County Manager shall have the authority to approve or reject any proposed change to the unit prices. Any increase in price shall not be billed to the Customer until written approval is received from the County Manager.

(4) In case the Contractor makes a request for an increase in rates and County determines that an audit of the Contractor's books should be made, the Contractor shall pay the cost of such audit.

(5) If mutually agreed to, this same procedure may be followed in each subsequent year of this Agreement or any renewal term, thereof.

All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

Date

By: _____
James A. Stephens, President

AMWASTE, LLC

6/9/2022

Date

By:

W. Dana O'Leary, CFO

Authorized Representative