



1811 W. Airline Highway LaPlace, LA 70068 (985) 652-9569

AMENDMENT NO. 1
BETWEEN
ST. JOHN THE BAPTIST PARISH
AND
METRO SERVICE GROUP, INC
FOR
SOLID WASTE COLLECTION AND REMOVAL SERVICES

This Amendment is made and entered into on this day of _______, 2021, between St. John the Baptist Parish Council, (hereinafter referred to as "Parish"), represented by Jaclyn Hotard, Parish President, in accordance with the duly passed resolution of the St. John the Baptist Parish Council and Metro Service Group, Inc., 9641 Old Gentilly Road, New Orleans, LA 70127, represented by Glenn H. Woods, in accordance with the corporate resolution attached hereto, (hereinafter referred to as "Contractor"), do hereby amend the original Agreement under the following terms and conditions.

Amendment and Extension

The "Annual Review and Amendment" Section 2.7 of the original Agreement executed on July 29, 2016 provides that "The Parish and Contractor may mutually agree to amend any portion of the contract."

In accordance with " Annual Review and Amendment" Section 2.7 of the original agreement, the parties hereby agree to amend the Fee Schedule, attached as **Exhibit B**, to reflect the cost associated with performance of the Statement of Work, as evidenced attached **Exhibit D**.

Except as set forth in Amendment No. 1, all terms and conditions not addressed herein shall remain as stated in the July 29, 2016, Agreement.

(SIGNATURE PAGE TO FOLLOW)

WITNESS:

PARISH:

ST. JOHN THE BAPTIST PARISH

Parish President

WITNESS:

CONTRACTOR:

Metro Service Group, Inc.

Glenn H. Woods

President

EXHIBIT B FEE SCHEDULE

Contractor will perform the services required under this contract at the rates specified below:

- 1. \$13.35 per service container per month for twice weekly refuse collection services.
- \$0.65 per ton mile for hauling to a disposal site, when or where different from the original site, the River Birch Landfill, 2000 South Kenner Road, Waggaman, and as approved and directed by the Parish. The price is per mile round trip, measured from the center of the Parish.
- 3. No charge to rent 15 yard recycling containers.
- 4. \$300.00 per haul for a 15 yard recycling container.
- 5. No charge to rent 30 yard recycling container.
- 6. \$295.00 per haul for a 30 yard recycling container.
- 7. \$225.00 per haul for the (2) 20 yard dumpsters at the Parish complex building for residential trash and debris removal and any additional 20-yard dumpsters as required by the Parish.
- 8. The fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations as follows: As of the last month of the second year of the Contract and every twelve (12) months thereafter (the "Rate Modification Date"), the fees shall be adjusted for the ensuing twelve-month period based on the current percentage change in the Consumer Price Index (CPI) or 3%, whichever is less. All CPI percentage changes are computed as the difference between the index value for the first full month prior to the commencement of the Contract and the Index value on the Rate Modification Date divided by the index value for the first full month prior to the commencement of the Contract.
- Additional Dumpsters as requested by the Parish will be priced according to the schedule provided by Metro Service Group, Inc. as follows.

DUMPSTER SIZE & TYPE	MONTHLY PRICE FOR ONCE WEEKLY SERVICE	MONTHLY PRICE FOR TWICE WEEKLY SERVICE
2 yd.	\$91.00	\$140.00
3 yd.	\$112.00	\$173.00
4 yd.	\$129.00	\$198.00
6 yd.	\$167.00	\$217.00
8 yd.	\$170.00	\$253.00

(DLG00033745.1)RFP-2016-03

Solid Waste Collection and Removal

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EXHIBIT D FEE SCHEDULE

Contractor will perform the services required under this contract at the rates specified below:

- 1. \$13.35 per service container per month for twice weekly refuse collection services.
- \$0.65 per ton mile for hauling to a disposal site, when or where different from the original site, the River Birch Landfill, 2000 South Kenner Road, Waggaman, and as approved and directed by the Parish. The price is per mile round trip, measured from the center of the Parish.
- No charge to rent 15 yard recycling containers.
- 4. \$300.00 per haul for a 15 yard recycling container.
- 5. No charge to rent 30 yard recycling container.
- 6. \$295.00 per haul for a 30 yard recycling container.
- \$200.00 per haul for the (2) 20 yard dumpsters at the Parish complex building for residential trash and debris removal and any additional 20-yard dumpsters as required by the Parish.
- 8. The fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations as follows: As of the last month of the second year of the Contract and every twelve (12) months thereafter (the "Rate Modification Date"), the fees shall be adjusted for the ensuing twelve-month period based on the current percentage change in the Consumer Price Index (CPI) or 3%, whichever is less. All CPI percentage changes are computed as the difference between the index value for the first full month prior to the commencement of the Contract and the Index value on the Rate Modification Date divided by the index value for the first full month prior to the commencement of the Contract.
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RESOLUTION

BE IT RESOLVED that I, Jimmie M. Woods do hereby certify that I am the Vice President of Metro Service Group, Inc.

WHEREAS, during the regular course of business, it is necessary for Glenn H. Woods, President, to enter into contracts and agreements on behalf of Metro Service Group, Inc., in the name of Metro Service Group, Inc. under terms that they deem to be prudent and appropriate.

Now, Therefore, Be It Resolved that, Glenn H. Woods is hereby authorized and empowered to act upon and or execute contracts and agreements on behalf of Metro Service Group, Inc., in the name of Metro Service Group, Inc. under terms that they deem to be prudent and appropriate.

BE IT RESOLVED that this resolution is in full force and does not have an expiration date.

DATED:	JANUARY 25, 2021	
SIGNATURE: _	1	
TITLE:	VICE PRESIDENT	

Metro Service Group | 9641 Old Gentilly Road | New Orleans, LA 70127 Phone: (504) 520. 8331 Fax: 504.365.1762 www.metroservicegroup.com

ST. JOHN THE BAPTIST PARISH COUNCIL STATE OF LOUISIANA

RESOLUTION R21-105

Councilman Madere proposed and Councilman Wright seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST TO AMEND THE CONTRACT WITH METRO SERVICE GROUP, INC. FOR SOLID WASTE COLLECTION AND REMOVAL SERVICES

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHERAS, Metro Service Group, Inc. provides collection and removal services of residential and commercial solid waste through the Parish; and,

WHEREAS, this Amendment with Metro Service Group, Inc. allows the fee schedule to reflect the cost associated with performance of the Statement of Work; and

WHEREAS, Amendment No. 1 will decrease the amount per haul for the two (2) 20-yard dumpsters for residential trash and debris removal as required by the Parish; and,

WHEREAS, the total cost per haul is \$200 and is funded by the Solid Waste Fund.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President, Jaclyn Hotard, is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to execute Amendment No. 1 of the contract between St. John the Baptist Parish and Metro Service Group, Inc.

This resolution having been submitted to a vote; the vote thereon was as follows:

YEAS: Madere, Becnel, Torres, Houston, Malik, Duhe-Griffin, Arcuri, Schnyder, Wright

NAYS: None ABSTAIN: None ABSENT: None

And, the resolution was declared adopted on this, the 27th day of July 2021.

Council Chairman

Secretary

	Approved	d:		<u>X</u> _				
	Veto:							
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I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 27th day of July 2021.

Signed at Laplace, Louisiana this

Jackie Landeche Secretary

(SEAL)