

**FIRST AMENDMENT TO
CONTRACT BETWEEN CITY OF JACKSONVILLE
AND
MERIDIAN WASTE FLORIDA, LLC
FOR RESIDENTIAL CURBSIDE SOLID WASTE AND RECYCLABLES
COLLECTION AND TRANSPORTATION SERVICES
(Service Area II)**

This **FIRST AMENDMENT TO CONTRACT FOR RESIDENTIAL CURBSIDE SOLID WASTE AND RECYCLABLES COLLECTION AND TRANSPORTATION SERVICES** (this "First Amendment"), is entered into this ___ day of March, 2025, but made effective as of October 1, 2024 (the "Effective Date"), is entered between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "City"), and **MERIDIAN WASTE FLORIDA, LLC**, a Florida limited liability company (the "Contractor").

WITNESSETH:

WHEREAS, the City and Contractor entered into that certain Contract for Residential Curbside Solid Waste and Recyclables Collection and Transportation Services dated August 23, 2021 (the "Agreement"), also referenced as the "Contract" in the Agreement; and

WHEREAS, the City and Contractor have agreed to certain amendments related to the Agreement including but not limited to an increase in the Monthly Base Rate and an extension of the Term, as follows; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. Incorporation of Recitals; Capitalized Terms; Amendment Language. The above recitals are true and correct and are incorporated into and made apart hereof. Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the Agreement. All adjustments, amendments or modifications set forth in this First Amendment shall adjust, amend or modify the selected Section provision within the Agreement only to the extent of such change and shall otherwise leave the remainder of such Section in full force and effect, unless expressly delineated otherwise (e.g., in the case of an entire Section deletion).

2. Amendment to Term. The Term as set forth in Section 1.0 of the Agreement is hereby modified and extended for an additional period of six (6) years, so that the original Term which commenced on the Effective Date of October 1, 2021 and which was originally scheduled to end on September 30, 2027 shall be extended so that it shall now end on September 30, 2033, unless further extended in accordance with City law, mutual agreement of the parties, or as amended or terminated as provided in the Agreement.

3. Section 7.1. Section 7.1 of the Agreement shall be replaced in its entirety with the following language:

“7.1. Funding Appropriation:

City shall pay Contractor for performance of this Contract for the period October 1, 2021 through September 30, 2033, subject to any condition or deduction provided for herein from funds appropriated in fiscal year 2021/2022.

Thereafter, City shall pay Contractor such additional sums from year to year as provided herein, subject to and contingent upon a lawful appropriation of funds therefor by City Council. Such amounts shall serve as the maximum indebtedness of the City for this Agreement. In the event of non-appropriation, either City or Contractor may terminate this Contract.”

4. Elimination of Rate Review Process. The Agreement is amended so that the below referenced “Rate Review” sections shall be deleted in their entirety, with the intent being that the Rate Review Process is eliminated and replaced with annual CPI adjustments as provided in the Agreement. Additionally, in the event of unforeseen circumstances, there shall be an allowance for good faith negotiations pursuant to the revised extraordinary rate adjustment process set forth below. The following “Rate Review” provisions in the Agreement shall be eliminated in their entirety:

- Section 3.5.
- Section 7.2.2.

Section 3.5 shall be replaced with the following language:

“3.5. Every 3 years, the Service Areas shall be reviewed to ensure Exhibit I reflects the actual service being provided by Contractor.”

The below provision shall be added in place of the previous Section 7.2.2., as the new “extraordinary rate adjustment” provision that shall be in effect. The following provision shall be in effect, in addition to the CPI Adjustment and other Rate and Compensation reviews, processes and provisions set forth in the Agreement:

7.2.2. EXTRAORDINARY RATE ADJUSTMENTS:

The Contractor may petition the City for a Rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent person. The Contractor’s petition shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's petition shall include an audited statement of the Contractor's historical and current expenses, demonstrating that the Contractor has incurred an extraordinary increase in the Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant that is licensed in the State of Florida and not an employee of the Contractor or its affiliates. At its expense, the City may audit the Contractor's records to evaluate

the Contractor's request. The City may request from the Contractor, and the Contractor shall provide, all of the information that is reasonably necessary for the City to evaluate the Contractor's petition. The Contractor shall be given a reasonable opportunity to meet with the appropriate City staff (i.e., Solid Waste Division) to explain the grounds for its petition. City staff shall make its recommendation via introduced legislation to the City Council for its consideration and approval.

The City Council shall have the right to reduce the Contractor's Rates, if and to the extent that the factors causing the Contractor's price increase have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the City shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Rate increase should remain in effect. The City may reduce the Contractor's Rates to the levels that were in effect before the extraordinary Rate increase was granted (adjusted by CPI), if the Contractor does not timely submit adequate information to justify the continued payment of the extraordinary Rate increase.

The Contractor may exercise its option to petition the City for a Rate adjustment pursuant to this Section 7.2.2 no more than twice during the Term of the Agreement.

5. Amendment to Community Service. Pursuant to Section 4.7 of the Agreement, the parties agree to add the following provision:

Community Partnership Investment: The Contractor shall commit to an in-kind or cash Community Partnership Investment valued at \$150,000 divided equally over the next three years, starting with the City's FY 2025-2026 fiscal year, to benefit City economic development, health and human services and/or environmental and beautification initiatives. The designated project(s) shall be specified and mutually agreed to by both the City and the Contractor.

6. Amendment to CPI Rate Adjustment:

Section 7.2.4 of the Agreement is hereby amended and replaced in its entirety with the following provision:

“7.2.4. CPI Rate Adjustment:

Each October 1 during the term of the Contract, the Rate for compensating Contractor shall be the previous fiscal year's Base Rate Component adjusted upward by an amount equal to 100% of the change in the Consumer Price Index (CPI) for the most current May to May twelve (12) month period immediately preceding the adjustment; provided however (i) no upward adjustment shall exceed 5% and (ii) no downward adjustment shall be made if the CPI is 0% or less. The adjustment shall utilize the index for CPI, All Urban Consumers for the South Urban Area, All Items not seasonally adjusted, base period (1982 – 84 = 100), as published by the U.S. Department of Labor, Bureau of Statistics. In the event that the U.S. Department of Labor, Bureau of Statistics, ceases to publish the said CPI, the parties shall substitute another equally authoritative measure of changes in the purchasing power of the U.S. dollar so as to carry out the intent of this section. The CPI adjusted Base Rate Component shall be rounded up or down to the nearest cent.”

7. Adjustment to Residential Premises for Fiscal Year 2024-2025. Pursuant to Section 7.3 of the Agreement, the parties agree that the September 30, 2024, number of Residential Premises will be decreased by 3 Residential Premises to determine the October 1, 2024, beginning number for Service Area II. Section 7.3 is further amended so that any reference to the Rate review process are eliminated and indicate that any adjustments to the Premises count, if any, shall be made the following October 1 (at the beginning of the City's next fiscal years 2027-2028 and 2030-2031).

8. Adjustment to Monthly Base Rate Component for Fiscal Year 2024-2025. Notwithstanding anything to the contrary in the Agreement, commencing on October 1, 2024, the Monthly Base Rate Component shall be \$22.39 and shall be subject to the compensation terms outlined in Section 9 below, and shall be adjusted thereafter, if necessary, pursuant to the Agreement terms, and as specifically set forth in this First Amendment.

9. Adjustment to Compensation for Fiscal Year 2024-2025. Pursuant to Section 7.4 of the Agreement, Contractor agrees to adjust the payment schedule to allow for the established and approved total Monthly Base Rate Component in the total amount of \$22.39 per Residential Premise as set forth in Section 8 of this First Amendment to be initially apportioned as follows:

(a) Fiscal Year 2024/25: The City shall pay the amount of \$21.36 per Residential Premise to the Contractor for the months of April 1, 2025 – September 30, 2025. By no later than April 30, 2025, the City shall pay Contractor the difference of the previous rate amount of \$17.42 and \$21.36 (in the amount of \$3.94 per Residential Premise) for the October 1, 2024 – March 31, 2025 time frame, in the aggregate amount of amount of \$1,908,362.64.

By October 31, 2025, the City shall pay Contractor the additional amount of \$997,723.36, representing the remaining \$1.03 per Residential Premise amount, retroactive to October 1, 2024, in order to reconcile the difference between the \$21.36 compensation rate and the Monthly Base Rate Component of \$22.39.

(b) Fiscal Year 2025/26 and future years: Commencing on October 1, 2025, the City shall pay Contractor the approved total Monthly Base Rate Component in the total amount of \$22.39, plus any CPI adjustment made pursuant to Section 7.2.4 of the Agreement, per Residential Premise as set forth herein, through the fiscal year (which ends on September 30, 2026), and thereafter, subject to the CPI increases, extraordinary rate adjustments and any other terms of this First Amendment, the Agreement or as otherwise provided by law.

10. Adjustment to Fuel Cap for Fiscal Year 2024-2025. Pursuant to Section 7.5 of the Agreement, the parties agree that the fuel cap numbers shall be as follows: 437,470 gallons for fiscal year 2024-2025; 441,845 gallons for fiscal year 2025-2026, and 446,264 gallons for fiscal year 2026-2027. The fuel cap shall be amended every three (3) years in conjunction with the Residential Premises calculation pursuant to Section 7.3 of the Agreement.

11. Adjustment to Rate Per Ton for Fiscal Year 2024-2025. Pursuant to Section 20.2 of the Agreement, the parties agree that if the Mayor of the City of Jacksonville declares a Major Storm Emergency event, the City agrees to pay the Contractor \$225.00 per ton for collection of Storm Yard Waste that is over 105% of the most recent 24 months, as adjusted for growth of the average yard waste tons taken to the disposal site, as stipulated and adjusted pursuant to the Agreement.

12. Amendment to Reporting Requirements. Section 27.1.2 of the Agreement shall be eliminated in its entirety.

13. Amendment to Notice. Section 30 of the Agreement is amended to include the following to Subsection (b):

(b) Contractor: Meridian Waste Florida, LLC
2078 Lane Avenue North
Jacksonville, FL. 32254
Attn: Area President

With copy to: Meridian Waste Acquisitions, LLC
5925 Carnegie Blvd., Suite 370
Charlotte, NC 28209
Attn: General Counsel

14. Power and Authority. Each party represents and warrants to the other that it is fully empowered and authorized to execute and deliver this First Amendment, and the individual signing this First Amendment on behalf of such party represents and warrants to the other party that he or she is fully empowered and authorized to do so.

15. Release of Claims. In consideration of the mutual agreements outlined herein, Contractor agrees to forever release, discharge and hold City harmless from any and all claims, demands, and suits, known or unknown, fixed or contingent, liquidated or unliquidated, arising from or related to City's actions or inactions pertaining to Ordinance 2024-800-E. This Section shall only be in force and effect upon the following: (i) the complete approval and enactment of Ordinance 2025-207, and (ii) the complete execution of this First Amendment by Contractor and City (including the Mayor or her authorized designee).

16. Effectiveness; Ratification of the Contract. This First Amendment is effective as of the date first written above. The provisions of the Agreement remain in full force and effect except as expressly provided in this First Amendment. If there is any conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall control.

17. Counterparts; Electronic Signature. This First Amendment may be executed electronically and in several counterparts by the parties hereto, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

[The remainder of this page was intentionally left blank by the parties.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and delivered on their behalf by their duly authorized representatives.

CITY:

ATTEST:

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

James B. McCain, Jr.
Corporation Secretary

By: _____
Donna Deegan, Mayor
Date: _____

Form Approved:

By: _____
Office of General Counsel

CONTRACTOR:

MERIDIAN WASTE FLORIDA, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

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Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount

The above-stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.

Director of Finance
City Contract Number: _____