SIXTH AMENDMENT TO
AMENDED AND RESTATED AGREEMENT
FOR RESIDENTIAL WASTE AND RECYCLING COLLECTION
AND TRANSPORTATION SERVICES
(Service Area III)

This **SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR RESIDENTIAL WASTE AND RECYCLING COLLECTION AND TRANSPORTATION SERVICES** (this "Sixth Amendment"), is entered into this __ day of_____, 2025, but made effective as of October 1, 2025 (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 **WASTE PRO OF FLORIDA, INC.**, a Florida corporation (the "Contractor").

WITNESSETH:

WHEREAS, the City and Contractor entered into the Amended and Restated Agreement for Residential Waste and Recycling Collection and Transportation Services dated March 1, 2013, as amended by the First Amendment dated July 1, 2014, as further amended by the Second Amendment dated August 1, 2017, as further amended by the Third Amendment dated July 29, 2020, as further amended by the Fourth Amendment effective October 1, 2022 and as further amended by the Fifth Amendment dated June 7, 2023 (collectively , the "Agreement"); and

WHEREAS, the City and Contractor desire to make certain amendments to the Agreement including but not limited to (1) extending the term of the Agreement for an additional six (6) years, (2) eliminating the rate review process, (3) establishing a process for an extraordinary rate adjustment, (4) adding a community partnership investment requirement, (5) establishing a CPI adjustment for future years of the Agreement, (6) establishing a fuel cap for fiscal years 2025-2026, 2026-2027 and 2027-2028, (7) amending the process for Residential Premises count, (8) amending certain collections services provisions of the Agreement, (9) amending the vehicle identification requirements, (10) amending certain liquidated damages provisions of the Agreement, all as provided herein, (11) deleting certain reporting requirements, and (12) establishing a dispute resolution process, all as set forth herein; 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 Sixth 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**. Section 1 of the Agreement is amended to extend the expiration of the term of the Agreement by an additional period of six (6) years from September 30, 2029 to

September 30, 2035, and Section 1 as amended shall read as follows:

> "The term of this Agreement shall commence on March 1, 2013 (the "Effective Date") and shall end on September 30, 2035, unless extended in accordance with Chapter 382, Ordinance Code, as amended, or terminated as provided in the Agreement."

3. **Elimination of Rate Review Process**. The "Rate Review" sections set forth below shall be amended as set forth herein, 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 extraordinary rate adjustment process as set forth below.

(a) Section 3.4 of the Agreement is hereby deleted in its entirety and replaced with the following language:

"3.4. Every three (3) years, the Service Areas shall be reviewed to ensure Exhibit I reflects the actual service area being provided by Contractor. The City shall have the right, in its sole discretion, to re-balance the Contractor's Service Area by either adding or subtracting Residential Premises to the Contractor's Service Area in order to balance the service areas such that in the City's judgment it provides for overall contractor efficiencies. The City will also reallocate the fuel allocation in Section 7.5 in the event of a service area re-balancing."

(b) Section 7.2.2. of the Agreement is hereby deleted in its entirety and replaced with the following language:

"**7.2.2. Extraordinary Rate Adjustment:**

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."

4. **Amendment to Community Service**. Pursuant to Section 4.7 of the Agreement, the parties agree to add the following provision to the Agreement as Section 4.7.1:

"4.7.1 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 fiscal year 2025-2026, 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."

5. **Amendment to CPI Rate Adjustment.** The first paragraph of Section 7.2.4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"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."

6. **Adjustment to Fuel Cap**. The Section 7.5 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The City exercised its option to supply fuel to the Contractor for the services to be performed under this Agreement and will continue to supply fuel for the Contractor's non-primary vehicles only after the Contractor completes its CNG Fuel Station (as set forth in Section 7.6 below) and converts to the use of CNG fuel for its primary vehicles. The total gallons of petroleum supplied to the Contractor by the City will be capped each year and CNG Diesel Gallon Equivalents (DGE) will not be included in annual fuel cap calculations. The fuel cap numbers shall be as follows: 583,219 gallons for fiscal year 2025-2026; 594,883 gallons for fiscal year 2026-2027, and 606,781 gallons for fiscal year 2027-2028. Beginning in fiscal year 2028-2029, the fuel cap shall be adjusted every three (3) years in conjunction with the Residential Premises calculation pursuant to Section 7.3 of the Agreement. In the event that the City determines it is able to provide

tax-exempt fuel to the Contractor through the Contractor's fueling system at its CNG Fuel Station, the City will have the option to provide such fuel, at no additional cost to the Contractor."

7. **Residential Premises Review**. Section 7.3.3. is hereby deleted in its entirety, and Sections 7.3.1 and 7.3.2 are hereby deleted in their entirety and replaced with the following:

"7.3.1. The City and the Contractor shall jointly verify the number of Residential Premises as of October 1 at the beginning of the City's fiscal years 2028-2029, 2031-2032 and 2034-2035 and, in the event of a dispute, the Director's determination shall be final. The method of verifying Residential Premises shall be, at the City's option, by either (i) actual visual count conducted jointly and simultaneously by the City and the Contractor representatives, or (ii) the electronic method used by the City's customer user fee system. There shall be a written record of the count in a manner that would allow verification of the Premises counted. Both the Contractor and City shall have access to the Premises count workpapers. The parties may agree to various procedures to verify the number of Premises in the Service Area.

7.3.2. The City shall adjust the Residential Premises count upward or downward each month based upon the City's Building Inspection Division's Sanitation Adjustment reports concerning certificates of occupancy, demolition permits, mobile home permits and other changes to the status and number of Residential Premises."

8. **Collections Services.** Section 4.5.4 (Spillage), Section 4.5.9 (White Goods and Tires), and Section 4.5.9.1 (Bulky Items and Appliances) of the Agreement are hereby deleted in their entirety and replaced with the following, respectively:

"4.5.4 **Spillage:** During the performance of this Agreement, the Contractor shall not litter or cause any spillage (Waste Streams (including leachate), hydraulic fluid, oil, fuel or otherwise) to occur upon the Residential Premises, public or private roadways or the public right-of-way. During hauling, all Waste Streams shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event the Contractor causes litter or spillage for any reason, the Contractor shall immediately after the occurrence of any spillage clean it up. If the Contractor is notified of litter or spillage, the Contractor shall clean it up by the end of the day that notice is given, except where notice is given on the weekend or a holiday, it shall be cleaned up by close of business the next regular working day. If any damage to public or private properties occurs as a result of such litter or spillage, such damage shall be repaired and the property restored as set forth in Section 5 of this Agreement."

"4.5.9 **White Goods and Tires:** The Contractor shall in a timely manner make arrangements to collect all White Goods and up to four (4) Tires per Residential Premises that are set out for collection, but which the Residential Premises customer did not make prior arrangements for collection. The Contractor shall provide a notice to the City pursuant to Section 10, Contractor Notifications,

and shall collect the items by the next scheduled collection day."

"4.5.9.1 **Bulky Items and Appliances:** After Automated Service commences, the Contractor shall collect smaller amounts and/or smaller sized Bulky Items, such as a chair or smaller grill, on scheduled bulk collection days. If the customer places Bulky Items too large or in larger quantities than the driver can load, the driver shall provide the customer with a flier to inform the customer on the scheduling of special Bulky Items collections by contacting Contractor's customer service center by telephone and the driver shall contact customer service by radio to schedule special collection on the following business day. Customers requiring special collection for Appliances which require special handling and disposal, shall also contact the Contractor's customer service center to schedule special collection, and the driver shall also contact customer service by radio to schedule special collection for these types of items."

9. **Collection Vehicles and Equipment.** Section 14.3 of the Agreement is hereby deleted and replaced with the following:

"14.3 **Vehicle Identification:** All equipment, including any temporary or rental equipment, used by the Contractor in the collection of waste or Recyclable Materials shall be clearly identified with the phrase "JAX RES" in addition to the information required pursuant to Section 12.4 of this Agreement. The Contractor's name, office telephone number and vehicle number shall be plainly visible on both sides of the vehicle and on the back of the vehicle. Vehicles shall have no other identification or advertisements without the City's prior approval."

10. **Amendment to Liquidated Damages**. Section 19 of the Agreement is hereby deleted in its entirety and replaced with the following:

19. LIQUIDATED DAMAGES: It is the intent of the parties to ensure that the Contractor provides high quality collection services to the City. To that end, the Contractor shall provide services in accordance with this Agreement and within the time limits set forth in this Agreement. The City and the Contractor agree that the Contractor's failure to perform in accordance with this Agreement causes the City to incur damages which will be difficult, if not impossible, to calculate; and for that reason, the City and the Contractor agree that the following amounts are reasonable estimates of such damages and shall constitute liquidated damages, and not penalties. Therefore, if the Contractor fails to perform in accordance with this Agreement except in the case of a Force Majeure event, the City, without waiving other remedies it may have under this Agreement, and without reducing Contractor's obligations to provide quality service, may deduct from any amount otherwise payable to the Contractor the amounts in accordance with the following:

19.1 Failure to address a customer service complaint by close of business the next regular working day ("Unresolved Complaint"):

$100 per Residential Premises; $150 maximum per route per day for each Waste Stream.

However, if liquidated damages are assessed under this Section 19.1 in any calendar month and at the end of the next calendar month the Contractor has the number of Unresolved Complaints listed below, then Contractor shall receive a credit in the percentage listed below against the liquidated damages assessed under this Section 19.1 in the immediately preceding month.

Number	% Credit
31 - 40	70%
21 - 30	80%
6 - 20	90%
0 - 5	100%

19.2 Failure of employees to conduct themselves in an appropriate manner and failure to treat customers in a polite and courteous manner:

$100 per incident.

19.3 Commingling Waste.

19.3.1 Commingling Residential Waste with Yard Waste, Recyclable Materials, Tires, White Goods or other inappropriate materials:

$1,000 per incident. In addition, Contractor shall separate the commingled waste into separate Waste Streams.

19.3.2 Delivering mixed load to Material Recycling Facility (MRF):

$250.00 plus cost of proper disposal.

19.4 Spillage; Hazardous Materials.

19.4.1 Failure to clean spillage of any oil, hydraulic fluid, garbage, trash, leachate, recyclables, or other similar materials or substances ("Hazardous Materials") on the day notice of such spillage is received:

$1,000 per incident. In addition, Contractor shall pay, at no additional cost to City, the cost of cleanup and any resulting damage, repair or replacement.

19.4.2 Failure to clean reported release of any Hazardous Materials:

$1,000 per incident. In addition, Contractor shall pay, at no additional cost to City, the cost of cleanup and any resulting damage,

repair or replacement.

19.4.3 Failure to report a documented release of any Hazardous Materials:

$1,000 per incident. In addition, Contractor shall pay at no extra cost to City the cost of cleanup and any resulting damage, repair or replacement.

19.4.4 Failure to cleanup any Hazardous Materials. $1,000 per incident:

$1,000 per incident. In addition, Contractor shall pay, at no additional cost to City, the cost of cleanup and any resulting damage, repair or replacement.

19.4.5 Failure to complete cleanup of a release of any Hazardous Materials:

$1,000 per incident. In addition, Contractor shall pay, at no additional cost to City, the cost of cleanup and any resulting damage, repair or replacement.

19.4.6 Failure to repair damages caused by a release of any Hazardous Materials:

$1,000 per incident. In addition, Contractor shall pay at no additional costs to the City the cost of cleanup and any resulting damage, repair or replacement.

For more information, Contractor may connect with City's Environmental Quality Division for compliance issues regarding Section 19.5 at 904-255-7100.

19.5 Failure to report each incomplete Route to the Director via e-mail in compliance with the requirements herein. As used in this Section19, "incomplete" means more than ten (10) Residential Premises were not completed on the scheduled collection day:

$500 per incident.

19.6 Failure to collect the Solid Waste and /or Recyclable Materials that were missed on an incomplete Route, within the timeframes required herein or such later timeframe approved by the Director:

$1,000 per incident.

19.7 Failure to deliver to the facility designated by the City any Waste, Yard Waste, Recyclable Materials, Bulky Waste, White Goods and Tires collected by Contractor pursuant to this Agreement:

$1,000 per truckload.

19.8 Delivering to the designated facility any Solid Waste collected pursuant to this Agreement that has been commingled with waste materials collected by the Contractor outside of this Agreement, regardless of whether collected inside or outside of the Contractor's Service Area:

$2,500 per truckload.

19.9 Failure to comply with any other term or provision of this Agreement after written notice from the City (other than a Vehicle Age Breach Notice):

$100 per incident or $100 per day of continued non-compliance.

19.10 Failure to report any COJ contracted vehicle used outside the contractor's Service Area:

$250 per incident and an additional $100 per day for each day of continued non-compliance

19.11 Contractor understands and agrees that the age of the Contractor's collection vehicles affects the Contractor's performance and customer satisfaction. Therefore, notwithstanding anything in this Agreement to the contrary, the Contractor shall maintain the average age of the front-line vehicles in its operating fleet at six (6) years and zero (0) months or less. For avoidance of doubt, this requirement shall not apply to reserve or spare vehicles. The age of a vehicle shall be calculated based on the model year of the vehicle. On October 1, 2025 and each October 1st thereafter, the Contractor shall submit a report to the Director that sets forth its current vehicle inventory as required pursuant to Section 14.6 above, which also sets forth the calculated age of each vehicle and the average age of the vehicles in the Contractor's operating fleet. The City shall have the right to inspect the Contractor's vehicles, the purchase invoices for the vehicles, and related records at any reasonable time after providing seven (7) days advance notice. If the City determines at any time that the average age of the front-line vehicles in the Contractor's operating fleet is greater than six (6) years and zero (0) months, the City shall notify the Contractor of such breach (a "Vehicle Age Breach Notice") and the Contractor shall cure such breach within thirty (30) days thereafter.

Failure to cure the breach set forth in a Vehicle Age Breach Notice within thirty (30) days:

$3,000 per month of continued non-compliance for each vehicle in the operating fleet that is eight (8) years and zero (0) months or older.

However, if within ninety (90) days after a Vehicle Age Breach Notice, the Contractor (a) replaces all vehicles that are older than eight (8) years and zero (0) months with new vehicles, and (b) cures the breach in such Vehicle Age Breach Notice by reducing the average age of the front-line vehicles in its operating fleet to six (6) years and zero (0) months or less, then Contractor shall receive a credit against future liquidated damages assessed under this Agreement in the amount

of 50% of such liquidated damages assessed under this Section 19.11 with respect to such Vehicle Age Breach Notice.

19.12 Failure to address comments and/or close out customer service complaint issues within the deadline provided herein:

$100 per incident and an additional $100 per day for each day of continued non-compliance.

19.13 Failure to enter comments and/or close out customer service complaint issues within the timeframes provided herein, causing another report or another escalated issue:

$100 per incident and an additional $100 per day for each day of continued non-compliance.

19.14 Failure to resolve an escalated issue as directed by the Director:

$100 per incident and an additional $100 per day for each day of continued non-compliance.

19.15 Failure to provide accurate comments in the customer service (CRM) program:

$100 per incident and $100 per day for each day of continued non-compliance.

19.16 Should the Contractor dispute the City's collection of liquidated damages, the Contractor shall, within five (5) days of receiving notice of that collection, deliver to the City written notice outlining clearly its basis for disputing same to the City. The Director and the Contractor shall meet within five (5) days of the City's receipt of such notice and attempt to resolve the dispute. In the event no resolution is reached within that period, the parties shall be entitled to seek any relief to which they are entitled hereunder."

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

12. **Notice of Default**. Section 31.2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"31.2.1 Upon the Director delivering to the Contractor written notice of default, the Contractor shall have thirty (30) days in which to provide the Director with a detailed plan to cure such default to the City's satisfaction by the date specified in such default notice. Upon receipt of any such plan, Director shall review the plan and notify the Contractor whether or not such plan has been approved.

Notwithstanding the foregoing, should the Contractor believe that it is

impossible for the Contractor to resolve or cure the default by the time specified in written notice of default, or should the Contractor dispute the validity of the default specified in the notice, the Contractor shall notify the City in writing of such dispute no later than 12:00 p.m. (noon) on the next operating day. The Contractor's notification shall provide sufficient information justifying the Contractor's position and proposed plan of action. The Director and the Contractor shall jointly investigate and agree upon a plan for resolving the dispute. Any unresolved dispute shall be resolved by the Director, whose decision and plan to resolve the dispute shall be final.

If the Contractor's plan is approved or if the Director specifies an approved plan to resolve a dispute, Contractor shall commence to cure the default within the time set forth in the approved plan for the default to be cured. The Director's written notice to the Contractor that (i) the Director has rejected the Contractor's plan to cure the default or (ii) the Contractor has failed to cure such default in accordance with an approved plan, shall constitute notice of proposed termination for default under this provision."

13. **Power and Authority**. Each party represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Sixth Amendment, and the individual signing this Sixth 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.

14. **Effectiveness; Ratification of the Contract.** This Sixth 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 Sixth Amendment. If there is any conflict between the terms of the Agreement and this Sixth Amendment, the terms of this Sixth Amendment shall control.

15. **Counterparts; Electronic Signature**. This Sixth 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 Sixth Amendment to be executed and delivered on their behalf by their duly authorized representatives.

ATTEST:

By:_____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By:_____
Donna Deegan, Mayor

WITNESS:

_____
Print Name:_____

_____
Print Name:_____

WASTE PRO OF FLORIDA, INC., a Florida corporation

By:_____
Name:_____
Its:_____

Form Approved:

_____
Office of the General Counsel

GC-#1699898-v3-Sixth_Amendment_Waste_Pro_.DOCX

Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount
43101.157007.534070.000000.00000000.00000.0000000	

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: _____