

**FIRST AMENDMENT TO
SERVICES CONTRACT
BETWEEN CITY OF JACKSONVILLE
AND
MERIDIAN WASTE FLORIDA, LLC
FOR
RESIDENTIAL CURBSIDE SOLID WASTE AND RECYCLABLES COLLECTION
AND TRANSPORTATION SERVICES FOR SERVICE AREA I**

This **FIRST AMENDMENT TO SERVICES CONTRACT FOR RESIDENTIAL CURBSIDE SOLID WASTE AND RECYCLABLES COLLECTION AND TRANSPORTATION SERVICES FOR SERVICE AREA I** (this "First Amendment"), is entered into this ___ day of _____, 2026, but made effective as of October 1, 2026 (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 corporation (the "Contractor").

WITNESSETH:

WHEREAS, the City and Contractor entered into that certain Services Contract for Residential Curbside Solid Waste and Recyclables Collection and Transportation Services for Service Area I dated March 7, 2023, City Contract #70151-23 (the "Contract");

WHEREAS, the City and Contractor desire to make certain amendments to the Contract including but not limited to (1) extending the term of the Contract for an additional three (3) 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 Contract, (6) establishing a fuel cap for fiscal years 2026-2027, 2027-2028 and 2028-2029, (7) amending the process for Residential Premises count, (8) amending certain liquidated damages provisions of the Contract, (9) deleting certain reporting requirements, (10) establishing a dispute resolution process, and (11) establishing a technological advancements annual review, all as set forth herein; and

WHEREAS, this First Amendment has been authorized by City Council by Ordinance 2026-335-E.

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 Contract. All adjustments, amendments or modifications set forth in this First Amendment shall adjust, amend or modify the selected Section provision within the Contract 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 Contract is amended to extend the expiration of the term of the Contract by an additional period of three (3) years from September 30, 2029 to September 30, 2032, and Section 1 as amended shall read as follows:

“The term of this Contract shall commence on the Effective Date and shall expire on September 30, 2032, unless earlier terminated as provided for in this Contract, provided that the term of this Contract may be extended in accordance with Chapter 382, Ordinance Code, as amended. The Contractor shall begin providing its Collection Services to the City on October 1, 2023 (the "Commencement Date").”

3. **Adjustment to Monthly Base Rate Component for Fiscal Year 2026-2027.**

Notwithstanding anything to the contrary in the Contract, commencing on October 1, 2026, the amount of the “Base Rate Component” shall be \$22.05 per Premise, and shall be adjusted thereafter, if necessary, pursuant to the terms and conditions of the Contract as amended by this First Amendment.

4. **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 Contract. Additionally, in the event of unforeseen circumstances, there shall be an extraordinary rate adjustment process as set forth below.

(a) Section 3.5 of the Contract is hereby deleted in its entirety and replaced with the following language:

“3.5. Every three (3) years, the Service Area shall be reviewed to ensure Exhibit 1 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 Contract 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 one (1) time during the Term of the Contract.”

5. **Amendment to Community Service.** Pursuant to Section 4.7 of the Contract, the parties agree to add the following provision to the Contract 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 \$75,000 divided equally over the next three years, starting with the City’s fiscal year 2026-2027, 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 and shall be subject to City Council approval.”

6. **Amendment to CPI Rate Adjustment.** The first paragraph of Section 7.2.4 of the Contract 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.”

7. **Adjustment to Fuel Cap.** Section 7.5.1 of the Contract is hereby deleted in its entirety

and replaced with the following:

“7.5.1 City Provided Fuel: Adjustments to Fuel Supply

The City has the option, which can be exercised at any time, and from time to time during the term of this Contract, to supply fuel to the Contractor for the services to be performed under this Contract. If the City elects to exercise this option, the City shall give the Contractor at least 30 days' notice prior to the first day of the calendar month that the City will begin (or stop) supplying fuel. The gallons supplied to the Contractor will be capped each year. The parties agree that the fuel cap numbers for fiscal years 2026-2027, 2027-2028 and 2028-2029 shall be as follows: 381,208 gallons for fiscal year 2026-2027; 390,738 gallons for fiscal year 2027-2028, and 400,506 gallons for fiscal year 2028-2029. Beginning in fiscal year 2029-2030, the fuel cap shall be adjusted every three (3) years in conjunction with the Residential Premises calculation pursuant to Section 7.3 of the Contract.”

8. **Residential Premises Review.** Section 7.3.1. of the Contract is hereby deleted in its 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 year 2029-2030 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.”

9. **Amendment to Liquidated Damages.** Section 19 of the Contract 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 Contract and within the time limits set forth in this Contract. The City and the Contractor agree that the Contractor's failure to perform in accordance with this Contract 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 Contract except in the case of a Force Majeure event, the City, without waiving other remedies it may have under this Contract, 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

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.

<u>Number</u>	<u>% Credit</u>
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 or the City 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 Failure to report a release of any material (fuel, other petroleum products, leachate, Garbage, trash, Recyclable Material, etc.) immediate after the occurrence of any release onto or into any roadway, property, water body, or any part of the City of Jacksonville or the Florida Department of Transportation stormwater system (including but not limited to roads with drainage systems, streets, catch basins, curbs, gutters, ditches, man-made channels, pipes, head walls, manholes, ponds, and storm water drains) on the day the spill occurred within an hour of occurrence.

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 19.4 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 Section 19, "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 Contract:

\$1,000 per truckload.

- 19.8 Delivering to the designated facility any Solid Waste collected pursuant to this Contract that has been commingled with waste materials collected by the Contractor outside of this Contract, 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 Contract 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 Contract 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 Contract 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 Documented neglect, abuse, or damage of Recycling Carts or Garbage cans by the Contractor. In addition, any Recycling Carts or Garbage cans damaged or destroyed by the Contractor shall be replaced by the Contractor at no extra cost to the City

\$100 per incident.

- 19.14 Failure to replace or repair Recycling Carts in a timely manner (e.g., within the deadlines contained herein).

\$100 per incident or \$100 per week of non-compliance

- 19.15 Failure to provide documents and reports within the deadlines contained herein.

\$100 per document or report per day after the due date.

- 19.16 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.

- 19.17 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.

- 19.18 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.

19.19 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.”

10. **Amendment to Reporting Requirements.** Section 28.1.2 of the Contract is hereby deleted in its entirety.

11. **Notice of Default.** Section 32.2.1 of the Contract is hereby deleted in its entirety and replaced with the following:

“32.2.1 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.”

12. **Technological Advancements.** The following is added as a new Section 49 of the Contract:

“49. **TECHNOLOGICAL ADVANCEMENTS:** The Contractor and the City shall meet on an annual basis to review and discuss technological advancements in the waste industry. During the term of this Contract, if technological advancements are identified that, in the mutual agreement of the City and the Contractor, will provide more efficient or cost-effective solid waste and recyclables collection and transportation services, then the City and the Contractor will explore the opportunities to implement such technological advancements. If such technological advancements can be implemented without (1) a change in the level of service to the customers, (2) an increase or decrease in the cost of service to the City, or (3) a change in the terms of this Contract, (each, a “Material Change”), such technological advancements can be administered and implemented administratively via the Director or Manager of the Department which oversees the collection of solid waste in the City of Jacksonville. Should the technological advancements result any Material Change, then an amendment to this Contract setting forth the technological advancements, changes and costs shall be brought before the City Council for approval.”

13. **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.

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

15. **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.

ATTEST:

CITY OF JACKSONVILLE

By: _____
Daren Anderson
Corporation Secretary

By: _____
Donna Deegan, Mayor

WITNESS:

MERIDIAN WASTE FLORIDA, LLC a Florida corporation

Print Name: _____

By: _____

Name: _____

Print Name: _____

Its: _____

Form Approved:

Office of the General Counsel

GC-#1744217-v2-Meridian_SA1_Amendment_1_.docx

Encumbrance and funding information for internal City use:

Account or POA Number: _____

1Cloud Account for Certification of Funds	Amount

This 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 (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the financial obligations in the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract and it is subject to future appropriations. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance
City Contract Number: 70151-23, Amd. 1