

**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"), 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"); and

WHEREAS, the City Council performed a rate review in accordance with Section 382.309 of the Ordinance Code and the terms of the Agreement, and the parties agree to amend certain terms of the Agreement following the rate review process; 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.** 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.

2. **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 \$18.29, and shall be adjusted thereafter, if necessary, pursuant to the Agreement terms. The Monthly Base Rate Component of \$18.29 includes a mark-up on operating expenses before profit, interest expense, and corporate taxes.

3. **Adjustment to Hourly Rate Per Route for Fiscal Year 2024-2025.** In accordance with Section 7.2.3 of the Agreement, the parties agree that the hourly rate per route is deemed to be \$144.00 from October 1, 2024, through September 30, 2025, if compensation should need to be adjusted for a change in Disposal Site. The parties acknowledge that as Disposal Sites change, travel times may change, and compensation may increase or decrease as a result. Thereafter, annually the hourly rate per route will be adjusted in accordance with the provision in Section 7.2.4 or 7.2.2 of the Agreement, as applicable.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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:

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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