

**FIRST AMENDMENT TO
SOLID WASTE AND RECYCLING SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO SOLID WASTE AND RECYCLING SERVICES AGREEMENT (hereinafter "First Amendment") is made and entered into effective as of the 1st day of October, 2025, by and a Florida municipal corporation whose address is 1600 Nela Avenue, Belle Isle, Florida 32809 ("City"), and JJ's Waste and Recycling, LLC ("Contractor"), a limited liability corporation, whose address is 3905 El Rey Road, Orlando, Florida 32808. Sometimes, herein, the City and Contractor shall be collectively referred to as the "Parties."

WHEREAS, City and Contractor, entered into that certain Solid Waste and Recycle Services Agreement dated September 30, 2019 (hereinafter collectively the "Agreement"); and

WHEREAS, the City and Contractor desire to extend the term of the Agreement and to make amendments to the Agreement as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Defined Terms. Any defined term used in this First Amendment that is not specifically defined herein shall have the meaning given to such term in the Agreement.

3. Definitions. Section 1 of the Agreement is hereby amended to add the definition of "Annexation" as set forth below, with all subsequent definitions renumbered accordingly:

1.4 **Annexation**: the legal process of adding land to the jurisdictional limits of the city.

4. Grant of Exclusive Franchise. Section 2 of the Agreement is hereby amended to add the following new sentence to the end of the Section:

In the event of annexation, the City reserves the right to and may allow non-franchise pickup of trash, waste, and recyclables for newly annexed property in an exclusive agreement.

5. Amended Term. Paragraph 3 of the Agreement is hereby amended to be replaced with the following language:

3. TERM. The Initial Term of Agreement as previously extended expires on September 30, 2025. Unless sooner terminated in accordance with the Agreement, the Second Term of this Agreement shall commence October 1, 2025 and shall continue in effect until September 30, 2030 at 11:59 PM, Eastern Time. The parties may renew this Agreement for up to three (3) additional one (1) year optional Renewal Terms beyond the Second Term by mutual agreement in writing at the end of the Second Term. The City must advise the Contractor at least nine (9) months prior to expiration of the Second Term or a Renewal Term. If Contractor does not agree to renewal within one (1) month of notification, Contractor will be deemed to have rejected the renewal. This provision in no way limits City's right to terminate this Agreement at any time during the Second Term or any optional Renewal Term pursuant to the provisions of the Agreement as hereby amended.

A financial hold shall be placed on the increase in rates for all Residential Service Units for a period of three (3) years. There shall be a single increase annually in the final two (2) years of the Second Term for Residential Service Units. Such annual increase will be calculated by the increase of CPI as noted by the Bureau of Statistics or five percent (5%), whichever is greater.

There shall be a single increase annually each year of the Second Term for Commercial Service Units. Such increase will be calculated by the increase of CPI as noted by the Bureau of Statistics or five percent (5%), whichever is greater, plus any disposal increases via landfills.

6. Modification to Rates. The intro paragraph of Paragraph 26 of the Agreement is hereby amended as follows:

The Contractor may submit a written request for modification to fees on or before July 1st, 2019~~25~~ and every July 1st thereafter. If Contractor fails to submit a written request for modification to rates on or before July 1st, Contractor waives the right for a modification to rates for that year. This will follow the term contract language and Exhibit 2 of the Agreement.

The remainder of Section 26 of the Agreement is otherwise unaltered and remains in effect.

7. Performance Bond. The Performance Bond required by Paragraph 36 of the Agreement shall be extended or a new one provided by the Contractor to the City covering the period of time during the Second Term of this Agreement.

8. Eligible Disaster Debris. Paragraph 60 of the Agreement is hereby amended to be replaced to read:

60. ELIGIBLE DISASTER DEBRIS. If and when requested by the City, Contractor hereby agrees to collect any Eligible Disaster Debris in the event of a hurricane, tornado, major storm, or

other natural disaster. City will pay an additional cost for such removal of Eligible Disaster Debris, such cost to be negotiated prior to the precipitating natural disaster, if possible, or else prior to Contractor's collection of Eligible Disaster Debris. Contractor must abide by the proper process for documenting Eligible Disaster Debris removal, load tickets and invoicing in compliance with FEMA requirements. Removal and disposal of Eligible Disaster Debris by the Contractor without City prior approval is not compensable under this Agreement.

9. No Further Changes. The foregoing terms and conditions and this First Amendment are hereby incorporated into the Agreement. Except as set forth in this First Amendment, the Agreement as modified by the First Amendment shall have full force and effect. In the event of any conflict or ambiguity between the Agreement and this First Amendment, this First Amendment controls. This First Amendment may be executed in one or more counterparts. Signed counterparts delivered by facsimile or electronic mail shall constitute originals and shall be binding.

IN WITNESS WHEREOF, the Parties have executed this First Amendment effective as of the date set forth above.

City of Belle Isle, a Florida
municipal corporation

By: _____

Rick Rudometkin, City Manager

Dated: _____

JJ's Waste and Recycling, LLC

By: _____

Print Name

Its: _____

Dated: _____