

**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) City fiscal years (October 1, 2025, to September 30, 2028). There shall be a single increase annually in the final two (2) fiscal 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, plus any disposal increases via landfills.

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.

A) 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 to the city 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.

B) Paragraph 26.2 of the Agreement is hereby amended as follows:

26.2 Pass-through of Increased Governmental Costs or increased Landfill Disposal Costs. The Contractor may request and City will approve an increase in the monthly rate hereunder if, during the term of this Agreement, the Contractor's costs increase solely as a result of an increased or new fee, charge, or assessment imposed by any relevant governmental authority including, a city, county, municipality or the Federal or State government on the Contractor's business capital or operations or due to increased disposal costs (including landfill and alternative disposal or recycling facility costs) after the date of this Agreement, provided that: (i) the fee, charge, or assessment was not imposed due to the Contractor's violation of any applicable legal requirement, and (ii) the Contractor notifies the City in writing within five (5) business days of the date when Contractor first becomes aware of such increase or new fee, charge or assessment along with the details of and documentation supporting the same. Such adjustment will not be limited by the 3% maximum adjustment related to any CPI based adjustment. To obtain an increase in the monthly rate under this subparagraph, the Contractor must submit documentation confirming the amount of or increase in

the fee, charge, or assessment and the effective date of the increase, and must provide the City proportionate share of the increased cost. No pass-through will be effective until the City has approved the increase and made an appropriate adjustment to its rate order; however, City will not unreasonably condition or delay any such pass-through increase.

C) The Agreement is hereby amended to add a new Paragraph 26.4 to read as follows:

26.4 City's Option to Terminate. The City shall have the right to terminate this Agreement without penalty by giving at least, one hundred twenty (120) days advance written notice to the Contractor. Within the 120 days between the City's election to terminate this Agreement and the effective date of termination, the parties agree to meet and discuss in good faith potential modifications in services to reduce the City's cost, and if the parties reach a mutually agreeable solution the parties will execute an amendment and rescind the City's election to terminate this Agreement early.

D. The remaining portions of Paragraph 26 remain unchanged.

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. For the purposes of this Paragraph, "Eligible Disaster Debris" means debris that is eligible for FEMA reimbursement related to a Presidential declared emergency. 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 and disposal and invoicing in compliance with FEMA guidelines and requirements, including but not limited to, providing photographs, load tickets and location of temporary debris staging and reduction sites (TDSRs) and permanent or final disposal sites. Removal and disposal of Eligible Disaster Debris by the Contractor without City prior approval and without Contractor providing the City with proper documentation in accordance with FEMA requirements 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: \_\_\_\_\_

Jason Carson, Mayor

Dated: \_\_\_\_\_

**JJ's Waste and Recycling, LLC**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

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