

Clay County Agreement/Contract No. 2023/2024-109 AM1

**FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL CURBSIDE
COLLECTION SERVICES WITHIN CLAY COUNTY**

This First Amendment to Agreement for Residential Curbside Collection Services within Clay County (“First Amendment”) is entered into on this ____ day of August, 2024, between FCC Environmental Services Florida, LLC, a Florida Limited Liability Company (“Contractor”) and Clay County, a political subdivision of the State of Florida (the “County”). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, the County issued a Request for Proposal, RFP No.: 22/23-075 (“RFP”), seeking an experienced and qualified contractor to perform Residential Curbside Collection of Residential Waste and Solid Waste that are generated within Clay County; and

WHEREAS, on February 13, 2024, the County and the Contractor entered into the Agreement for Residential Curbside Collection Services within Clay County, Clay County Agreement/Contract No. 2023/2024-109 (“Agreement”), incorporated herein by reference, wherein the County granted an exclusive right to the Contractor to provide Residential Collection Services and Special Services to qualified Residential Properties in the designated Service Area in Clay County; and

WHEREAS, such Residential Collection Services to be provided by the Contractor include the collection of Garbage, Yard Trash, Bulk Waste and White Goods, and such Special Services to be provided by the Contractor include, but are not limited to, Side Door Service, extra pickup Services, and collection of additional Garbage Carts; and

WHEREAS, the Contractor shall collect Yard Trash that is placed in a Yard Trash Container and/or Lawn and Leaf Bag or bundled up, or any combination thereof, up to three cubic yards; and

WHEREAS, the County has determined that it is able to accept plastic in the yard waste stream and desires to amend the definition of Lawn and Leaf Bag to include a plastic bag in addition to the paper bag and receptacle currently allowed; and

WHEREAS, each Dwelling Unit as identified by the County shall be assigned and receive one County-issued Garbage Cart (65 or 95 gallon) for the collection of residential Solid Waste; and

WHEREAS, should the weekly residential Solid Waste generated at a Dwelling Unit regularly exceed the capacity of the one County-issued Garbage Cart, the Residential Customer may request an additional Garbage Cart and pay for the collection of such excess waste; and

WHEREAS, the Agreement currently provides for the Contractor to administer the

Special Services program for the additional Garbage Cart, to include, billing and collecting payments from the Residential Customer for the Service and providing the Service to collect the additional Garbage Cart; and

WHEREAS, the County desires to take on the administration portion of the Special Services program for the additional Garbage Cart wherein the Residential Customer would make a request to the County for a second Garbage Cart, enter into an agreement addressing the terms, conditions, and costs associated with the use of such additional Garbage Cart, and make payments to the County for the Collection of the second Garbage Cart; and

WHEREAS, such payments would include the Residential Customer paying a one-time nonrefundable fee to the County for the costs to acquire the second Garbage Cart and deliver it to the Dwelling Unit along with payment of an additional annual assessment for the cost associated with the Collection of the second Garbage Cart; and

WHEREAS, the Contractor shall be paid in accordance with the Rates set forth in the Price Table in Attachment 5 to the Agreement, with such Rates being adjusted each Operating Year beginning in October 2025 as set forth in Section 16 (Annual CPI Adjustment) of the Agreement; and

WHEREAS, Attachment 5 to the Agreement provides for the Residential Customer to pay the Contractor the initial amount of \$5.11 per month for the administration and Collection of an additional Garbage Cart beyond the one County-issued Garbage Cart; and

WHEREAS, the Contractor has agreed to reduce the unit cost per each additional Garbage Cart per Dwelling Unit per month from \$5.11 to \$4.34 as the County will be taking on the administration of the Special Services program, collecting payments from the Residential Customer, and making payments to the Contractor to provide such Services as requested; and

WHEREAS, in order to receive such Special Services, the Residential Customer will still be charged by the County an initial monthly rate of \$5.11 per month which includes the payment made by the County to the Contractor to provide the Special Services to the Residential Customer and the County's costs associated with the administration of the Special Services program; and

WHEREAS, such monthly rate will be automatically adjusted annually by the percentage of annual change in the CPI-U; and

WHEREAS, the Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor; and

WHEREAS, the parties desire to enter into this First Amendment to amend the definition of Lawn and Leaf Bag to include a plastic bag for placement of Yard Trash and amend the Agreement to provide for the County instead of the Contractor to administer the Special Services program for the additional Garbage Cart as set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are a material part of the First Amendment and are incorporated herein by reference.

2. The Agreement is amended to allow for the placement of Yard Trash in plastic bags. Accordingly, the definition of “Lawn and Leaf Bag” under provision 2.4 of Section 2 DEFINITIONS of the Agreement is hereby amended and replaced in its entirety with the following:

“Lawn and Leaf Bag” means a plastic or paper bag that contains Yard Trash or Yard Waste and should not exceed 40 gallons in size or approximately 50 pounds in weight.

3. The Agreement is amended to provide for the County instead of the Contractor to administer the Special Services program for the additional Garbage Cart. Accordingly, the provisions in the Agreement identified below are amended as set forth herein.

A. Provision 5.1 of Section 5 PURCHASE, DISTRIBUTION, AND OWNERSHIP OF GARBAGE CARTS of the Agreement is hereby amended and replaced in its entirety with the following:

5.1. Purchase of Garbage Carts. The County shall purchase one Garbage Cart per Dwelling Unit in accordance with the Residential Customers List to be used by Residential Customers during the term of this Agreement. During the term of the Agreement, the County will purchase new or replacement Garbage Carts on an as needed basis. For those Residential Customers requesting an additional Garbage Cart beyond the one County-issued Garbage Cart, the County will purchase such additional Garbage Cart only upon the Customer’s request, the Customer’s execution of an agreement provided by the County addressing the terms, conditions, and costs associated with the use of such additional Garbage Cart, and the Customer’s payment of such costs. The County is and shall remain the owner of such additional Garbage Carts.

B. Provisions 14.1, 14.2, and 14.3 of Section 14 CUSTOMER LIST AND DWELLING UNITS COUNT of the Agreement are hereby amended and replaced in its entirety with the following:

14.1. The County shall prepare the Residential Customer List that identifies the Residential Property and Dwelling Units entitled to receive Residential Collection Services and shall update such List in accordance with Attachment 1. The Residential Customer List shall be based on the County’s records and shall be adjusted to correspond with occupancy of existing and new Dwelling Units as

well as the demolition of old buildings. A new Dwelling Unit shall be deemed to be occupied when a Certificate of Occupancy (CO) has been issued and the Project Manager requests the Contractor to provide Collection Services to the new Dwelling Unit. The Residential Customer List will also identify the Dwelling Units that are receiving Special Services for the collection of an additional Garbage Cart beyond the one County-issued Garbage Cart.

14.2. The beginning number of Dwelling Units shall be the total units the County certifies to the Tax Collector for the Solid Waste Collection MSBU assessment. The number of Residential Properties shall be adjusted each October 1 to agree with the annual certification of this non-ad valorem assessment roll (tax roll). The County will adjust the Residential Customer List, upward or downward, once each Operating Month based on the County's Building Departments' latest data concerning the issuance of COs for Dwelling Units within the Service Area during the prior calendar month, a Customer's execution of an agreement for an additional Garbage Cart, and other relevant information. If the Contractor believes the Residential Customer List is inaccurate or incomplete, the Contractor shall promptly notify the Project Manager about any proposed additions, deletions, or other revisions to the Residential Customer List.

14.3. The County shall notify the Contractor promptly after a CO is issued by the County for Dwelling Units in the Service Area and/or after a Customer executes an agreement provided by the County to the Customer for the use of an additional Garbage Cart. Within two (2) Operating Days after receiving such notice from the County, the Contractor shall begin to provide Collection Services and/or collection of the additional Garbage Cart to such property on the next Collection Day when the Contractor is scheduled to collect at the property's location in accordance with the scheduled Route.

C. Provisions 15.1, 15.4, and 15.5 of Section 15 PAYMENT FOR SERVICES of the Agreement are hereby amended and replaced in its entirety with the following:

15.1. The County shall be responsible for the non-ad valorem assessment and collection of payments for Residential Properties/Dwelling Units in the Service Area receiving Residential Collection Services. The Contractor shall not be responsible for the billing and collection of Solid Waste fees from Customers except in the case of certain fee-based Special Services or as otherwise set forth herein.

15.4. County Payments for Services. Subject to the conditions contained herein, the County shall pay the Contractor for the Services provided by the Contractor in compliance with this Agreement. The County's payments to the Contractor for such Services shall be made on a monthly basis, in arrears, for the Services provided by the Contractor during the previous Operating Month.

- 1) Garbage Collection. The initial Rate to be paid by the County to the Contractor for the Collection of Garbage shall be the unit cost per Dwelling Unit/per month set forth in Attachment 5.
- 2) Yard Trash Collection. The initial Rate to be paid by the County to the Contractor for the Collection of Yard Trash shall be the unit cost per Dwelling Unit/per month set forth in Attachment 5.
- 3) Bulk Waste and White Goods Collection. The initial Rate to be paid by the County to the Contractor for the Collection of Bulk Waste and White Goods shall be the unit cost per Dwelling Unit/per month set forth in Attachment 5.
- 4) Distribution, Maintenance and Repair of Garbage Carts. The initial Rate to be paid by the County to the Contractor for distribution/delivery and maintenance and repair of Garbage Carts shall be the unit cost per Dwelling Unit/per month set forth in Attachment 5.
- 5) Special Services – Additional Garbage Carts Collection. The initial maximum Rate to be paid by the County to the Contractor for the Collection of additional Garbage Carts beyond the one County-issued Garbage Cart shall be the unit cost per each additional Garbage Cart per Dwelling Unit per month set forth in Attachment 5.

15.5. Customer Payments for Special Services. The Customers shall pay the Contractor for the Special Services identified below which the Customer requests and receives. The Contractor shall be solely responsible for billing the Customer and collecting the applicable Rate for any Special Services the Contractor provides pursuant to this Agreement and identified below.

- 1) Special Services – Side Door. The initial maximum Rate to be paid by the Customer to the Contractor for the performance of Special Services for Side Door Services shall be the unit cost per Dwelling Unit/per month set forth in Attachment 5. Payment options provided by the Contractor to the Customer should include quarterly, bi-annual, or annual payments.
- 2) Special Services – Extra Pickup. The initial maximum Rate to be paid by the Customer to the Contractor for the performance of Special Services for Extra Pickup shall be per cubic yard as set forth in Attachment 5.

D. Provision 17.4 of Section 17 PAYMENT PROCEDURES FOR COUNTY PAYMENTS of the Agreement is hereby amended and replaced in its entirety with the following:

17.4. Special Services.

- 1) Additional Garbage Carts Collection. The amount of the County's payments to the Contractor for additional Garbage Carts Collection shall be calculated

by multiplying the monthly Rate for such Services provided times the number of Dwelling Units that were identified on the Residential Customer List on the first day of the Operating Month for which payment is being made as receiving additional Garbage Carts Collection Service.

- 2) Side Door and Extra Pickup. The Contractor shall not invoice the County, and the County shall have no obligation to pay the Contractor for the Special Services for Side Door and Extra Pickup provided by the Contractor to its Customers. However, for recordkeeping purposes, the Contractor shall provide the County with the records and logs addressing such Special Services provided to the Customers in accordance with Attachment 1.

4. Attachment 5 Price Table for Services to the Agreement is hereby removed and replaced in its entirety with Attachment 5 Price Table for Services – First Amendment attached to this First Amendment which amends the Rate for item number 7 (Special Services – Collection of additional Garbage Carts).

5. Conforming Changes. All provisions in the Agreement and any amendments, attachments, schedules or exhibits thereto in conflict with this First Amendment shall be and hereby are changed to conform to this First Amendment.

6. Ratification of Agreement. Except as expressly provided herein, all other terms and conditions of the Agreement, as amended, not affected by this First Amendment are incorporated herein and shall remain in full force and effect.

7. Severability. If any provision hereto is in conflict with any applicable law or statute or is otherwise unenforceable, then such provisions shall be deemed null and void to the extent of such conflict and shall be deemed severable, without invalidating any other provision of this First Amendment.

8. Entire Agreement. This First Amendment, together with the Agreement, constitute the entire agreement between the parties relating to the subject matter hereof.

9. Counterparts. This First Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

10. Authority. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this First Amendment and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this First Amendment on behalf of such party and that the First Amendment will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement as of the date and year first written above.

**FCC ENVIRONMENTAL SERVICES
FLORIDA, LLC**

By: _____

Print Name: _____

Print Title: _____

**CLAY COUNTY, a political subdivision of the
State of Florida**

By: _____

Jim Renninger
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

ATTACHMENT 5
PRICE TABLE FOR SERVICES – FIRST AMENDMENT
FY 2024-2025 (October 1, 2024-September 30, 2025)

Line Item	Description	Additional Details	Frequency	Unit of Measure	Rate/ Unit Cost
1.	Garbage	ASL, Carts (95-96 gallon)	1xWeek	Per Dwelling Unit/ Per Month	\$10.23
2.	Yard Trash	REL, 3cy limit	1xWeek	Per Dwelling Unit/ Per Month	\$5.42
3.	Bulk Waste and White Goods	Boom-REL, 3cy limit	1xMonth	Per Dwelling Unit/ Per Month	\$1.48
4.	Distribution, Maintenance and Repair of Carts	Garbage Carts	As needed	Per Dwelling Unit/ Per Month	\$0.97
5.	Special Services - Side Door	Subscription *This price is in addition to the standard unit cost	1x/Week	Per Dwelling Unit/ Per Month	\$10.00 *Paid by Customer
6.	Special Services - Extra Pickup		As requested	Per Cubic Yard	\$40.00 *Paid by Customer
7.	Special Services - Collection of additional Garbage Carts	Subscription *This price is in addition to the standard unit cost for one Cart	1x/Week	Per Additional Cart/ Per Dwelling Unit/ Per Month	\$4.34
8.	Overflow Sticker Program	Overflow Sticker for excess garbage bags	As needed	Per Sticker Sold	\$4.00 *Paid by Customer
9.	Storm Debris	Natural disasters/storms	As requested	Per Hour for use of rear end loader and two person crew Per Hour for use of boom or claw truck and one person crew	\$200 \$160

ASL means automatic side loader with camera/GPS systems
REL means rear end loader