

**FIRST AMENDMENT TO AGREEMENT #13862  
BETWEEN ALACHUA COUNTY AND GFL SOLID WASTE SOUTHEAST, LLC  
FOR THE COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS**

THIS FIRST AMENDMENT, made and entered by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and GFL Solid Waste Southeast, LLC, a foreign limited liability company, with a principal business address of 3301 Benson Drive, Suite 601 Raleigh, NC 27609, hereinafter referred to as "Contractor" (hereinafter, the County and the Contractor are collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Parties hereto previously entered into the Exclusive Franchise Agreement between Alachua County, FL and GFL Solid Waste Southeast, LLC for the Collection of Solid Waste and Recyclable Materials RFP No. 24-26, NO.13862 dated June 29, 2023 (the "Collection Agreement"), for the period June 29, 2023, through September 30, 2033; and

**WHEREAS**, the Parties wish to amend the Collection Agreement to correct the commencement date on which the Contractor must offer to provide Collection Services to Dwelling Units in the Subscription Collection Area; and

**WHEREAS**, the Parties wish to clarify the governmental properties covered by the Agreement; and

**WHEREAS**, the Parties wish to include a method to compensate the Contractor for residential units added to the curbside collection program mid-year; and

**WHEREAS**, the Parties wish to update what is included in gross billings for the purpose of franchise fees; and

**WHEREAS**, the Parties wish to provide options for more accurate billing of disposal services to customers.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated by reference and shall be deemed an integral part of this First Amendment, and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Collection Agreement as follows:

1. The recitals above are true and correct and incorporated herein.

2. Section 2.1 of the Agreement is hereby amended to read as follows:

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted an exclusive franchise to provide Curbside Residential Collection Service, Multi-Family Collection Service, and Commercial Collection Service in the Service Area. More specifically, the Contractor's franchise includes the exclusive right to collect: (a) Garbage, Rubbish, Yard Waste, Bulky Waste, White Goods, and Source Separated Recyclable Materials that are generated on Residential Property and collected at Curbside in the Universal Collection Area; (b) Garbage, Rubbish, Yard Waste, Bulky Waste, White Goods, and Source Separated Recyclable Materials that are generated in Multi-Family Dwellings and collected at Curbside in the Universal Collection Area; (c) Garbage and Rubbish that are generated in Multi-Family Complexes and collected in Mechanical Containers in the Service Area; and (d) Garbage and Rubbish that are generated on Commercial Property in the Service Area.

The Contractor's exclusive right to provide Commercial Collection Service and Multi-Family Collection Service shall take effect on the Commercial Commencement Date. The Contractor's exclusive right to provide Curbside Residential Collection Service shall take effect on the Residential Commencement Date. These rights shall remain in effect from the applicable Commencement Dates until this Agreement expires or is terminated. On and after the applicable Commencement Date, the Contractor shall have the sole right to provide these Collection Services in the Service Area, and the Contractor shall have the sole responsibility for providing these Collection Services in compliance with the requirements in this Agreement.

On and after the Residential Commencement Date, the Contractor shall provide Curbside Residential Collection Services in the Universal Collection Area to all the Dwelling Units and Improved Properties on which the County imposes its non-ad valorem special assessment for such services. On and after the Commercial Commencement Date, the Contractor shall offer to provide Collection Services to all of the Dwelling Units in the Subscription Collection Area. The Contractor shall provide such services to any Person in the Subscription Collection Area that agrees to pay the applicable Rate for the Collection Services.

3. Section 2.2 is hereby amended to read as follows:

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted a non-exclusive franchise for the Collection of Source Separated Recyclable Materials that are generated on Commercial Property and Multi-Family Complexes in the Service Area. The Contractor also is granted a non-exclusive franchise for the Collection of the Solid Waste and Source Separated Recyclable Materials in the Subscription Collection Area that are generated at the single-family Dwelling Units and Multi-Family Dwellings that are not Multi-Family Complexes. At its option, the County may grant any other Person a non-exclusive franchise, license, or other authorization for the Collection of such materials.

On and after the Commercial Commencement Date, the Contractor shall offer to provide Collection Services on a subscription basis to all of the single-family Dwelling Units in the Subscription Collection Area. The Contractor shall provide Collection Services for Garbage, Rubbish, and Source Separated Recyclable Materials to any Person in the Subscription Collection Area that agrees to pay the applicable Rate for the Collection Services. The Contractor's right to provide such services to the single-family Dwelling Units in the Subscription Collection Area is not exclusive. The specific Collection Services provided by the Contractor and the specific Rates paid by the Customers in the Subscription Service Area shall be determined through negotiations between the Contractor and the Person receiving the Collection Services.

4. Section 2.3 of the Agreement is hereby amended to read as follows:

This Agreement only grants a franchise for the services and types of Solid Waste that are explicitly addressed herein. No other services or materials are subject to the Contractor's franchise under this Agreement. Section 23, below, identifies some of the materials not subject to the Contractor's franchise. This Agreement does not bind any other tax-exempt governmental body and impede their ability to solicit and procure collection services for themselves.

5. Section 5.1 is hereby amended to read as follows:

The Contractor's work under this Agreement will be performed in two (2) phases. In the first phase, the Contractor shall provide Commercial Collection Service and Multi-Family Collection Service throughout the Service Area, beginning on the Commercial Commencement Date. In the second phase, the Contractor shall continue to provide all of the services that it provided during the first phase of operations. In addition, the Contractor also shall provide Curbside Residential Collection Services throughout the Universal Collection Area, and shall provide Collection Services for the County throughout the Service Area, beginning on the Residential Commencement Date. Further, the Contractor shall offer Subscription Collection Services in the Subscription Collection Area, beginning on the Commercial Commencement Date.

The Contractor shall ensure that the Customers and the County do not experience any delay or disruption in service when the Contractor begins to provide its services under this Agreement on the two (2) Commencement Dates. The Contractor shall prepare and provide the Administrator with a Transition Plan in compliance with the requirements herein. At a minimum, the Transition Plan shall demonstrate that the Contractor will hire and train the necessary personnel, and procure and prepare the necessary vehicles and equipment, to enable the Contractor to provide its Collection Services in compliance with this Agreement on and after each Commencement Date. The Transition Plan shall contain a detailed description of the steps the Contractor will take, and the schedule for completing each of those steps, as the Contractor prepares for each

Commencement Date. Among other things, the Transition Plan shall identify and describe: (a) the number and types of Collection vehicles, Mechanical Containers, Garbage Carts, Recycling Bins, and other equipment, as applicable, that the Contractor will need to have in stock at its local equipment yard before each Commencement Date; (b) how and when the Contractor will provide its Garbage Carts, Recycling Containers, and Mechanical Containers to the Customers before each Commencement Date; and (c) how the Contractor will provide additional personnel, vehicles, and containers to serve the County if the Contractor needs additional resources on or after a Commencement Date. The Transition Plan is subject to the approval of the Administrator. If requested, the Contractor shall revise the plan within twenty (20) calendar days and resubmit the plan for the Administrator's approval.

6. The portion of Section 36.1 is hereby amended to read as follows:

At least thirty (30) calendar days before the Commercial Commencement Date, the Contractor shall deliver notice to each Commercial Customer and Multi-Family Customer concerning the Contractor's Collection Services. The notice shall be published in the newspaper of general circulation that has the largest number of subscriptions in Alachua County. The notice also shall be posted on the Contractor's website at least thirty (30) days before the Commercial Commencement Date.

At least fifteen (15) days before the Residential Commencement Date, the Contractor shall deliver notice to each Curbside Customer and each Multi-Family Dwelling Unit that receives Collection Service at Curbside. The Contractor also shall deliver notice to all such Customers approximately seven (7) days before the Residential Commencement Date. The first notice may be delivered by the U.S. Postal Service, but the second notice shall be provided via "door hangers," which shall be placed on the Customer's front door or the handle of the Customer's Garbage Cart. At a minimum, the notices to Curbside Customers shall: (a) identify each of the Scheduled Collection Days for the Customer receiving the notice; (b) summarize the applicable Set Out requirements; (c) identify the telephone number and e-mail address that Customers can use to notify the Contractor about complaints; and (d) include other educational and promotional information provided to the Contractor by the County. The notices for Curbside Customers shall be posted on the Contractor's website at least thirty (30) days before the Residential Commencement Date.

At least thirty (30) days before the Commercial Commencement Date, the Contractor shall provide notice to the residents in the Subscription Collection Area concerning the Contractor's Collection Services in the Subscription Collection Area. The notice shall be published in the newspaper of general circulation that has the largest number of subscriptions in Alachua County. In the alternative, the notice may be provided by using e-mail, telephone calls, or other methods that are approved by the Administrator. The notice also shall be posted on the Contractor's website at least

thirty (30) days before the Commercial Commencement Date.

7. Section 39.2 of the Agreement is hereby amended to read as follows:

Subject to the conditions and limitations contained herein, the County shall pay the Contractor for the Curbside Residential Collection Service that is provided by the Contractor in compliance with this Agreement in the Universal Collection Area. The County's payments will be based on the Rates set forth in Exhibit 3.

On or before the tenth day of each Operating Month, the Contractor shall provide the County with an invoice for the Curbside Residential Collection Services that were provided by the Contractor in the Universal Collection Area during the prior Operating Month. The format and content of the Contractor's invoice shall be subject to the approval of the County Manager. The Contractor's invoice shall identify the number of Dwelling Units that received Curbside Residential Collection Service and the size of the Garbage Cart used by each Customer.

The amount of the County's payments to the Contractor shall be calculated by multiplying the applicable monthly Rate for a specific Collection Service times the number of Dwelling Units on the Residential Customer List that received the specific type of Collection Service. For the purposes of calculating the number of Curbside Customers, the Contractor shall use the Residential Customer List as it exists in the approved annual non-ad valorem assessment roll. The County's payments to the Contractor for the Collection of Garbage, Rubbish, Bulky Waste, and White Goods shall be based on the actual size(s) of the Garbage Cart(s) used by each Curbside Customer. If a Curbside Customer uses multiple Garbage Carts, the Contractor shall be paid the applicable Rate for each Garbage Cart, based on the size of each cart. The County's payments to the Contractor for the Collection of Yard Waste and Source Separated Recyclable Materials shall be based on the total number of Customers that received Collection Service at Curbside.

In addition to the recurring payment described above, the County shall compensate the Contractor for residential units added to the curbside residential waste collection program but not included in the certified non-ad valorem assessment roll for a particular year at a pro-rated amount equal to the annual rate for residential curbside collection services divided by twelve and then multiplied by the number of months remaining in the current fiscal year. This amount will be paid to the Contractor as a lump sum for each unit for the month in which it is added and will not affect the residential unit count used to calculate the annual and monthly payments to the Contractor.

The County's payments to the Contractor shall not include the cost of processing or disposing of the materials collected from Curbside Customers. The County will pay these costs directly to the Designated Facilities, pursuant to Section 42, below.

The Contractor's invoice shall identify the number of new Garbage Carts and new Recycling Bins that the Contractor provided to Curbside Customers during the Operating Month. The Contractor's invoice also shall include the information required pursuant to Section 35.2.8, above, if the County requests such information. The County's payment to the Contractor for Garbage Carts and Recycling Bins shall be calculated in the manner described in Section 39.8, below.

If the County requests the Contractor to provide additional Collection Services for Yard Waste pursuant to Section 7.4.7, above, the Contractor's invoice shall include a separate line-item that identifies the cost of providing such services. The County's payment to the Contractor for such services shall be calculated by multiplying the applicable Rate in Exhibit 3 times the number of Residential Customers on the Customer List during the prior Operating Month.

The Contractor's invoice shall be accompanied by such documentation or data as the County may reasonably require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the County that: (a) the invoice accurately describes each service for which payment is requested; (b) the services identified in the invoice have been properly and timely performed in compliance with the requirements in this Agreement; (c) the expenses included in the invoice have been reasonably incurred in compliance with this Agreement; (d) all services described in the invoice were provided to the public for the purposes set forth herein; (e) all obligations of the Contractor covered by prior invoices have been paid in full; (f) the amount requested by the Contractor is currently due and owing; and (g) the Contractor is not aware of any reason why the amount set forth in the invoice should not be paid by the County. Submission of the Contractor's invoice for payment shall further constitute the Contractor's representation to the County that, upon receipt from the County of the amount invoiced, all obligations of the Contractor to others, including its consultants and subcontractors, incurred in connection with the work described in the invoice, will be paid in full. The Contractor shall submit its invoices to the County at the following address:

Solid Waste and Resource Recovery  
ATTN: Waste Collection & Alternatives Manager  
5620 NW 120th Lane  
Gainesville, FL 32653

If the County identifies any errors or omissions in the Contractor's invoice, the County will request the Contractor to prepare and submit a revised invoice. The Contractor's request for payment will not be approved until the County receives a correct invoice. The County also has the right to contest the amounts requested in the Contractor's invoice, but the County shall pay all undisputed

amounts in compliance with the Florida Prompt Payment Act (Section 218.70, et seq., Florida Statutes). Before the County pays the Contractor's invoice, the County may deduct any amount that the Contractor owes to the County, including administrative charges imposed pursuant to Section 44, below.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The Contractor acknowledges and agrees that this Agreement is not a commitment of future appropriations by the County.

8. Section 40.1 is hereby amended to read:

The Contractor shall pay Franchise Fees to the County in exchange for the rights and privileges granted to the Contractor pursuant to this Agreement, including the Contractor's exclusive right to provide Multi-Family Collection Services and Commercial Collection Services in the Service Area. The Franchise Fees also compensate the County for the other matters summarized in Section 1.47, above.

The Franchise Fee for Multi-Family Collection Services and Commercial Collection Services shall be equal to ten percent (10%) of the Contractor's gross billings for all Collection Services provided to Multi-Family Complexes and Commercial Customers by the Contractor pursuant to this Agreement. Gross billings means the amount billed in the invoices sent to the Contractor's Customers (i.e., not the revenues received by the Contractor). Gross billings include all amounts that the Contractor bills for the Collection of the Customer's solid waste materials, including the cost of providing Special Collection Services. Notwithstanding the foregoing, gross billings do not include disposal costs (e.g., Tipping Fees), Franchise Fees, or administrative charges imposed pursuant to Section 44, below. In addition, the Contractor shall not be required to pay Franchise Fees for billings that are based on the Collection of Source Separated Recyclable Materials or Source Separated Recovered Materials from Commercial Customers.

The Franchise Fees may be shown as a separate line item expense in the Contractor's invoices to its Customers. The Franchise Fees may be billed and collected from the Contractor's Customers, in addition to the Rates that are shown in Exhibits 4, 5, and 6, below. The Rates do not include the Franchise Fees.

On or before the tenth (10th) day of each Operating Month, the Contractor shall deliver to the Administrator and the County's Chief Financial Officer or their designee a report that summarizes the Contractor's billings for Multi-Family Collection Services and Commercial Collection Services during the prior Operating Month. The report shall identify the amount of the Franchise Fee to be

paid by the Contractor to the County. The format and content of the report shall be subject to the approval of the Administrator. The report shall include, but is not limited to: the name of each Commercial Customer; the service address of each Commercial Customer; the account number of each Commercial Customer; the exact services rendered to each Commercial Customer, including the size of each Collection Container used by the Customer and the frequency of Collection Service; the amount billed to each Commercial Customer; the Special Collection Services (if any) provided to each Commercial Customer; and the amount billed to each Commercial Customer for Special Collection Services. The report shall provide the same information concerning each Multi-Family Complex. The report shall be submitted with an Excel spreadsheet or in another format that is compatible with the County's computer software programs.

At its option, the County may deduct the Franchise Fees from the County's monthly payment to the Contractor for Residential Collection Services. In the alternative, the County may require the Contractor to submit the Franchise Fees to the County as a separate payment.

The exact nature and amount of the Franchise Fees may be changed by the Commission from time-to-time. Before enacting any such change, the County shall evaluate whether the change requires a corresponding change in any Rates or calculations that include the Franchise Fee.

At any time the County may conduct an audit of the Contractor's records concerning the Franchise Fees paid to the County. The cost of the audit will be paid by the County. However, the Contractor shall pay the cost of the audit if the audit reveals that the Contractor's payments of Franchise Fees during a prior Operating Month or Operating Year were less than one-hundred percent (100%) of the total amount actually owed for such services.

9. Exhibit 4 is hereby amended to include the following sentence in the space below the Disposal and Processing Costs section, "In instances where actual weights are available, they shall be used in place of the calculated weights for the purpose of determining the disposal cost to the customer."
10. Exhibit 5 is hereby amended to include the following sentence in the space below the Disposal and Processing Costs section, "In instances where actual weights are available, they shall be used in place of the calculated weights for the purpose of determining the disposal cost to the customer."
11. This First Amendment shall take effect upon the date of execution by both Parties.
12. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Collection Agreement shall be and remain in full force and effect.



IN WITNESS WHEREOF, the Parties have caused this First Amendment to Agreement to be executed on the respective dates under each signature: Alachua County, Florida, through its representative who is authorized to sign, and by Contractor , through its duly authorized representative

**ALACHUA COUNTY, FLORIDA**

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

Mary C. Alford, Chair

Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk

\_\_\_\_\_  
Alachua County Attorney's Office

(SEAL)

**GFL SOLID WASTE SOUTHEAST, LLC**

ATTEST

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

Print: Karen C. Smith

Title: General Manager

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

Print: Tom Strong

Title: Regional Vice President

Date: 1/4/24

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF THE CONTRACTOR IS A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED