

**SEVENTH AMENDMENT TO A RESIDENTIAL SOLID WASTE AND RECYCLABLE
MATERIALS COLLECTION FRANCHISE AGREEMENT**

(Service Area 1)

THIS SEVENTH AMENDMENT (the “Seventh Amendment”) TO A RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION FRANCHISE AGREEMENT (Service Area 1) is made and entered into as of May 1, 2023 by and between Polk County (the “County”), a political subdivision of the State of Florida, and FCC Environmental Services Florida, LLC (the “Contractor”), a Florida limited liability company;

WHEREAS, in December 2016, the County entered into a Residential Solid Waste and Recyclable Materials Collection Franchise Agreement with a parent company of the Contractor (as subsequently amended and assigned to the Contractor, the “Agreement”) for the collection of Residential Solid Waste and Recyclables Materials from Service Area 1 within the unincorporated area of Polk County; and

WHEREAS, in evaluating the Residential Collection Services the County has recognized concerns with the Bulk Waste and Horticultural Trash Collection processes; and

WHEREAS the County has consulted with the Contractor on potential changes to Bulk Waste and Horticultural Trash Collections which could yield more reliable Collection service for Residents and increased efficiencies for the Contractor; and

WHEREAS, the Contractor has agreed to implement the County’s proposed changes to these Collection services beginning June 5, 2023, the Parties enter this Seventh Amendment to modify the Agreement accordingly;

NOW, THEREFORE, in consideration of the mutual covenants stated herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree, as follows:

1. Recitals. The foregoing recitals are true, correct, and are a material part of this Amendment.
2. Definitions. Terms used but not defined in this Seventh Amendment have the meaning previously defined in the Agreement.
3. Horticultural Trash Revisions. The Agreement is revised as follows to change the Horticultural Trash Collection process:
 - a. Agreement Section 2. mm., defining the term Horticultural Trash is deleted in its entirety and replaced with the following section defining the new term “Routine Yard Trash” as follows:

Routine Yard Trash shall mean vegetative matter resulting from Assessed Property lawn and landscaping maintenance, including shrub and tree trimmings, grass clippings, and branches. Routine Yard Trash is not Yard Trash as defined in Florida Statutes, § 403.703(48).

b. Agreement Section 6. f., Horticultural Trash is amended and restated in its entirety, as follows:

Routine Yard Trash. At least one (1) time each week on the Scheduled Collection Day, the Contractor shall collect up to but no more than an aggregate of four (4) Collection Containers and separate tied and secured bundles of Routine Yard Trash meeting the following criteria: individual items shall not exceed three feet (3') in length or two inches (2") in diameter, The weight of each individual Collection Container and of each separate tied and secured bundle shall not exceed thirty pounds (30 lbs.).

c. All Agreement references to the term "Horticultural Trash" are replaced with the term "Routine Yard Trash."

4. Bulk Waste. The Agreement is revised as follows to change the Bulk Waste Collection process:

a. Agreement Section 2. k, defining the term Bulk Waste is deleted in its entirety and replaced with the following section defining the new term "Furniture and Appliances" as follows:

Furniture and Appliances shall individually and collectively mean those items of furniture and White Goods typically found and utilized within residential Dwelling Units which the Resident of an Assessed Parcel has set out for Collection on the Scheduled Collection Day for such materials, subject to the limits stated in Section 6. g., below. The definition excludes any item or other material which was permanently attached to the Dwelling Unit and any Construction and Demolition Debris as defined in the Ordinance or other construction material.

b. Agreement Section 6. g is amended and restated in its entirety, as follows:

Furniture and Appliances. At least one (1) time each month on the Scheduled Collection Day, the Contractor shall remove all Furniture and Appliances that have been set out for Collection at the Curbside of an Assessed Parcel, except when such items reasonably appear to have been placed Curbside as part of a whole or partial house clearing during events which may include without limitation evictions, move-outs, renovations, and abandonments.

c. All Agreement references to the term "Bulk Waste" are replaced with the term "Furniture and Appliances."

5. Implementation. The Contractor will implement the Residential Collection Service changes described in this Seventh Amendment beginning Monday, June 5, 2023. Beginning that day, the Contractor shall begin collecting Routine Yard Trash and Furniture and Appliances, and will no longer collect Horticultural Trash or Bulk Waste.

6. Revised Collection Plan. On or before May 31, 2023, the Contractor shall submit a revised Collection Plan to the Administrator for approval. The revised plan will address how the Contractor will provide Residential Collection Service for Routine Yard Trash and for Furniture and Appliances.

7. Non-Conforming Waste. The Contractor shall not collect Routine Yard Trash or Furniture and Appliances which do not meet the Agreement criteria revised by this Seventh Amendment. In accordance with Agreement Section 6 j., before leaving an Assessed Parcel the Contractor shall tag any such non-conforming material which has been set out for Collection with a Non-Collection Notice.

8. Counterparts. This Seventh Amendment may be executed in multiple counterparts, each of which shall be deemed an original binding document but all of which shall constitute one and the same instrument.

9. Effect. The Agreement as modified by this Seventh Amendment remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
George Lindsey III, Chair
Board of County Commissioners

Reviewed as to form and legal sufficiency:

County Attorney's Office

ATTEST:

FCC Environmental Services Florida, LLC,
a Florida limited liability company

By: _____

By: _____

PRINT NAME

PRINT NAME

TITLE

TITLE

SEAL