

**FIRST AMENDMENT TO SERVICE AGREEMENT
FOR RECYCLABLE MATERIALS**

THIS FIRST AMENDMENT TO SERVICE AGREEMENT FOR RECYCLABLE MATERIALS (hereinafter "Amendment") is made by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, on behalf of Nassau County Solid Waste (hereinafter the "County"), and Republic Services of Florida, Limited Partnership (hereinafter the "Vendor").

WITNESSETH:

WHEREAS, the Parties previously entered into that certain Service Agreement for Recyclable Materials dated June 3, 2024 (hereinafter "Contract"); and

WHEREAS, the Parties now desire to amend the Contract terms and conditions subject to the provisions contained herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

SECTION 1. The Contract is hereby amended to extend the Initial Term of the Contract for an additional twelve (12) month Renewal Term as permitted under Section 4 of the Contract. The Contract shall now terminate on May 31, 2026.

SECTION 2. The Contract is hereby amended to increase the compensation amount for the services to be provided under the Contract, referenced in Exhibit(s) A and the new rate shall be as follows:

<u>TYPE OF WASTE</u>	<u>RATE</u>
Residential Single Stream	\$137.77 per ton

SECTION 3. All other terms and conditions of the Contract not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

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Customer: Nassau County Solid Waste ("Customer")

Customer Address: PO BOX 1081

Phone: 904-530-6702 Fax: 904-879-6323

County: Nassau State: FL Zip: 32011

e-Mail: bdiden@nassaucountyfl.com Start Date: 06/01/2025
End Date: 05/31/2026

Company: Republic Services of Florida, Limited Partnership, a Republic Services company ("Republic")



We'll handle it from here.™

SERVICE AGREEMENT FOR RECYCLABLE MATERIALS

Materials Recycling Facility

ACCOUNT NUMBER 3611-000012605, CUSTOMER # 120 (Trux)

Company
E-MAIL jgraves@republicservices.com

Payment Terms:

Customer to pay:

Republic Services of FL

Limited Partnership

7000 Imeson Road

Jacksonville, FL 32219

TYPE OF WASTE	RATE		
() Plastic	\$	Per ton or	\$ Per cubic yard
() Commercial OCC	\$	Per ton or	\$ Per cubic yard
() Commercial Single Stream	\$	Per ton or	\$ Per cubic yard
(X) Residential Single Stream	\$137.77	Per ton or	\$ Per cubic yard
() Residential Dual Stream	\$	Per ton or	\$ Per cubic yard
() Other:	\$	Per ton or	\$ Per cubic yard
(X) Environmental Fee: 12% per load			
(X) Fuel Fee: adjusted on the 15 of each month			

Estimated Monthly Tonnage 20

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign this Agreement on behalf of Customer.

BY: _____ TITLE: _____

(AUTHORIZED SIGNATURE)

BY: _____
(AUTHORIZED SIGNATURE)

TITLE: _____

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT

TERMS AND CONDITIONS

1. **Delivery of Recyclable Materials.** Customer shall deliver all Recyclable Materials (as defined below and designated above) generated by customer or generated in the area served by Customer whether collected by Customer or Customer's subcontractor to the Materials Recycling Facility located at 7000 Imeson Road, Jacksonville, FL 32219 (the "MRF").

2. **Definitions.** "Recyclable Materials" means all of or any of the following if marked above: Clean OCC, Commercial OCC, Commercial Single Stream, Residential Single Stream, Residential Dual Stream and/or Other. "Clean OCC" means corrugated containers with a composition that contains 90% or greater of corrugated containers and no more than 10% Out-Throws or Prohibited Materials (as defined below). "Commercial OCC" means corrugated containers with a composition that contains between 70% and 90% corrugated containers and no more than 30% Out-Throws or Prohibited Materials. "Commercial Single Stream" means an inbound stream in which all paper fibers, plastics, metals, and other containers are mixed in a collection truck, instead of being sorted by the commercial location (business) into separate commodities. Commercial single stream originates exclusively from commercial business. "Out Throw" means all papers that are manufactured or treated in such a form that is unsuitable for use as the grade otherwise applicable to the Recyclable Materials. "Residential Single Stream" means an inbound stream in which all paper fibers, plastics, metals, and other containers are mixed in a collection truck, instead of being sorted by the resident into separate commodities. Residential single stream originates exclusively from households. "Residential Dual Stream" means an inbound stream in which all paper fibers are separate from all plastics, metals, and containers in a single collection vehicle. Residential single stream originates exclusively from households.

and its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns (the "Republic Indemnified Parties") from and against any and all claims, counterclaims, suits, demands, actions, causes of actions, setoffs, fines, attachments, judgments, debts, losses, liabilities, damages, costs, expenses or other liabilities (including attorneys' fees, expert witness fees, litigation expenses, and court or other costs incurred in any proceeding) of any nature whatsoever (collectively, "Losses"), whether arising out of a claim or loss of or damage to property or injury to or death of any person, including any Republic Indemnified Party, or otherwise, caused by or arising out of (a) Customer's breach of this Agreement, or (b) Customer's negligence or willful misconduct.

9. Insurance. During the term of this Agreement, Customer shall maintain the following insurance coverage's:

<u>Workers' Compensation</u>	
Coverage A	Statutory
Coverage B – Employer's Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

<u>Automobile Liability</u>	
Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage applies to all owned, non-owned, hired and leased vehicles (including trailers) and must include MCS-90 endorsement for pollution liability coverage.

<u>Commercial General Liability</u>	
Bodily Injury/Property Damage	\$2,000,000 each occurrence
Combined – Single Limit	\$3,000,000 general aggregate (including products/completed operations)

All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VIII. Customer shall deliver the Certificates of Insurance evidencing the foregoing policies to Republic before Customer delivers any waste to the MRF pursuant to this Agreement. The Certificates and the insurance policies required by this Section 9 shall contain a provision that provides that the insurance coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to Republic. With the exception of the workers' compensation policy, Republic and the Republic Indemnified Parties shall be shown as additional insured's under all of the insurance policies required by this Section 9. The policies required by this Section 9 shall be primary and the insurance providers shall agree to waive their rights of subrogation against Republic.

10. General.

(a) Force Majeure. Except for Customer's obligation to pay the Recycling Fee and all Tax/Host Fees/Charges, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, labor disputes, riots, terrorist acts, compliance with or changes in Applicable Law, fires, the loss, suspension, revocation or non-renewal of any permit, license or approval with respect to MRF and/or acts of God ("Force Majeure"). Any failure or delay in performance because of a Force Majeure event shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance during the term of such event and for a reasonable time thereafter.

(b) Independent Contractor. Customer and Republic shall perform their obligations under this Agreement as independent contractors. Neither party nor any of its employees, agents or subcontractors shall

be, purport to be, or be deemed, the agent of the other party.

(c) Assignment; Binding Effect. Customer may not assign this Agreement without Republic's prior written consent, which Republic may grant or withhold in its sole discretion. Republic may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Republic shall release Republic from any liability under this Agreement from and after the date of the assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.

(d) Entire Agreement. This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement. Only a written instrument signed by both parties hereto may modify this Agreement.

(e) Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions hereof shall continue in full force and effect without being impaired or invalidated in any way. The parties agree to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

(f) Waiver. No delay or omission by a party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the state in which the MRF is located, without giving effect to any choice or conflict of law provision or rule (whether of the state in which the MRF is located or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state in which the MRF is located.

(h) Waiver of Jury Trial; Attorneys' Fees. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; and (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs (including litigation related costs and expert witness fees) leading up to and incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

(i) Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement.

(j) Counterparts; Third Party Beneficiaries. This Agreement may be executed in two or more original, facsimile or pdf counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. This Agreement is intended to be solely for the benefit of the parties hereto and their successors and permitted assignees and is not intended to and shall not confer any rights or benefits on any other third party not a signatory hereto, except as provided in Section 8 of, or expressly provided in, this Agreement.

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of Customer.

CUSTOMER SIGNATURE _____ DATE: _____

96135 Nassau Place Suite 1
Yulee, FL 32097

Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via Docusign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 3/17/2025 1:05:24 PM Viewed: 3/19/2025 9:59:17 AM Signed: 3/19/2025 9:59:23 AM</p>
<p>Bill Brinkley BBrinkley@republicservices.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/24/2025 8:35:38 AM ID: 3a2b6556-f130-4e7b-9464-0c3afc0cd5fd</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 163.116.252.79</p>	<p>Sent: 3/19/2025 9:59:25 AM Viewed: 3/24/2025 8:35:38 AM Signed: 3/24/2025 9:29:53 AM</p>
<p>Elizabeth Moore emoore@nassaucountyfl.com Assistant County Attorney Nassau County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via Docusign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 3/24/2025 9:29:55 AM Viewed: 3/24/2025 4:56:30 PM Signed: 3/24/2025 4:57:32 PM</p>
<p>Denise C. May, Esq., BCS drmayer@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via Docusign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 3/24/2025 4:57:37 PM Viewed: 3/24/2025 4:58:43 PM Signed: 3/24/2025 4:59:51 PM</p>
<p>Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via Docusign</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26</p>	<p>Sent: 3/24/2025 4:59:53 PM Viewed: 3/24/2025 5:10:20 PM Signed: 3/24/2025 5:10:57 PM</p>
<p>Clerk Finance boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 3/24/2025 5:10:59 PM Viewed: 3/25/2025 8:53:00 AM Signed: 3/25/2025 8:53:34 AM</p>

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.