

**SIXTH AMENDMENT TO AGREEMENT #9675
BETWEEN ALACHUA COUNTY AND WCA OF FLORIDA, LLC
FOR SOLID WASTE, RECYCLABLE MATERIALS, AND YARD TRASH COLLECTION**

THIS SIXTH AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____, 2020, 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 WCA of Florida, LLC, a foreign limited liability company, with a principal business address of 1330 Post Oak Blvd., 7th Floor, Houston, Texas 77056, 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 Solid Waste, Recycled Materials and Yard trash Collection Renewal Agreement dated April 22, 2014 (the "Collection Agreement"), for the period April 22, 2014 through September 30, 2021; and

WHEREAS, the Parties made and entered into the First, Second, Third, Fourth, and Fifth Amendments to the Collection Agreement on December 9, 2014, November 10, 2015, August 22, 2017, March 13, 2018, and January 8, 2019, respectively; and

WHEREAS, the Parties wish to amend the Collection Agreement again, in accordance with section 1.11.1.3 of Attachment B, General and Technical Specifications, of the Collection Agreement, to reflect the amount due the Contractor for the County's Fiscal Year 2019-2020 based on the total number of Universal Collection Area Residential units as determined by the 2019 Certification of Non-ad Valorem Assessment Roll; and

WHEREAS, the Parties also wish to provide for an adjustment to the compensation due to the Contractor for the costs associated with the Alachua County Government Minimum Wage Ordinance during the Fiscal Year 2019-20.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference and shall be deemed an integral part of this Sixth 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. The total number of Universal Collection Area residential units, by cart size, for Fiscal Year 2019-20

certified to the Alachua County Tax Collector for the 2019 Non-ad Valorem Assessment Roll are in the table below.

<u>Cart Size</u>	<u>Number of Units</u>
Mini	606
35 gallons	3,014
64 gallons	16,272
96 gallons	3,988
Total Units	23,880

The maximum indebtedness of the County to the Contractor for Fiscal Year 2019-2020 under this Agreement, as based on the total number of Universal Collection Area residential units determined by the 2019 Non-ad Valorem Assessment Roll (total unit count of 23,880), shall not exceed \$3,826,981.31, plus additional service charges, and the compensation adjustment related to Contractor's increased cost associated with the County Minimum Wage Ordinance, as more particularly described in paragraph 3, below. The Retroactive Compensation due to the Contractor for the period of October 1, 2019 through February 29, 2020, as a result of adjusting the total number of Universal Collection Area residential units, is \$20,868.72. Contractor shall add, as a line item to its March 2020 monthly invoice to County, the following line item: **Lump Sum Compensation for Adjustment to Universal Collection Area Residential Units for the Period October 1, 2019 through February 29, 2020: \$20,868.72.** Commencing with its March 2020 invoice to County, the amount charged to the County in each monthly invoice shall be \$318,915.11, plus additional service charges, and the compensation adjustment related to the Contractor's increased cost associated with the County Minimum Wage Ordinance, until the Parties amend the Collection Agreement again in accordance with the provisions of Section 1.11.1.3 of Attachment B to the Collection Agreement.

3. Fiscal Year 2019-2020 Compensation Adjustments related to the County's Minimum Wage Ordinance. The Alachua County Government Minimum Wage for Fiscal Year 2019-20 is \$14.00 per hour when health benefits are provided at the equivalent value of \$2.17 per hour, and \$16.17 per hour when health benefits are not provided by the employer. Contractor is entitled to the amount of \$24,310.00 as a compensation adjustment for costs associated with the Wage Ordinance for the period of October 1, 2019 through September 30, 2020. This is in addition to the previous \$98,241.00 compensation adjustment approved for the Fiscal Year 2016-17 term, the \$39,749.00 compensation adjustment approved for Fiscal Year 2017-18, and the \$50,050.00 compensation adjustment approved for Fiscal Year 2018-19. The total due to the Contractor as a compensation adjustment for Fiscal Year 2019-20 is \$212,350.00. The Retroactive Compensation due to the Contractor for the period of October 1, 2019 through February 29, 2020, as a result of adjusting Contractor's cost to comply with the Wage Ordinance, is \$10,129.17. Contractor shall add, as a line item to its March 2020 monthly invoice to County, the following line item: **Lump Sum Compensation for Adjustment for Costs Associated with Wage Ordinance for the Period October 1, 2019 through February 29, 2020: \$10,129.17.** Commencing with its March 2020 invoice to the County, the amount charged to the County in each monthly invoice shall be \$17,695.83 until the Parties amend the Collection Agreement again in accordance with the provisions of Section 1.11.1.3 of Attachment B to the

Collection Agreement. Commencing with its March 2020 invoice to the County, the Contractor shall add, as a line item to each regular monthly invoice that it submits to the County, the following: **“Monthly Minimum Wage Compensation Adjustment: \$17,695.83.”**

4, This Sixth Amendment shall take effect upon the date of execution by both Parties.

5. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Collection Agreement, as previously amended, shall be and remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this Sixth Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Robert Hutchinson, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

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



Alachua County Attorney's Office

(SEAL)

WCA OF FLORIDA, LLC

ATTEST

By: Matt Cartier
Print: Matt Cartier
Title: District Manager

By: Matt Spencer
Print: Matt Spencer
Title: COO
Date: 3/4/20

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