

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

THIS EIGHTH AMENDMENT TO RENEWAL AGREEMENT, made and entered into this _____ day of _____, 2021, 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 "Renewal Agreement"), for the period April 22, 2014, through September 30, 2021; and

WHEREAS, the Parties made and entered into the First, Second, Third, Fourth, Fifth, Sixth AND Seventh Amendments to the Renewal Agreement on December 9, 2014, November 10, 2015, August 22, 2017, March 13, 2018, January 8, 2019, April 14, 2020, and February 9, 2021 respectively; and

WHEREAS, the Renewal Agreement, as previously amended, provided for specific services for the City of Gainesville which are no longer required as the City of Gainesville is pursuing alternate sources of waste collection commencing October 1, 2021; and

WHEREAS, the County desires to exercise its option to amend the Renewal Agreement again, in accordance with Section IV of the Renewal Agreement, to extend the Term of the Renewal Agreement for an additional five year period commencing October 1, 2021 and extending through September 30, 2026, and to amend the Renewal Agreement to remove references to services to be provided by the Contractor to the City of Gainesville, and approvals to be given by the City of Gainesville, including but not limited to such references in to Attachment B to the Renewal Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference and shall be deemed an integral part of this Eight 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 Renewal Agreement as follows:

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

2. The Contractor and the County acknowledge that the City of Gainesville has elected to discontinue services from the Contractor effective October 1, 2021. Therefore, effective October 1, 2021, all references to the City of Gainesville in the Renewal Agreement shall be deemed deleted but only to the extent that they require services to be provided to, or approvals to be requested from, the City of Gainesville.

3. Section IV of the Renewal Agreement, Term, is hereby amended in its entirety to read as follows:

A. The Term of the Renewal Agreement is renewed for the period of October 1, 2021 through September 30, 2026 (*i.e.*, five (5) years after the date when the 2014 Agreement was scheduled to terminate), unless this Renewal Agreement is terminated earlier in the manner set forth herein.

4. Section VI, paragraph C, of the Renewal Agreement, Use of WRH Transfer Station, is hereby amended to read as follows:

C. The Contractor shall use its best efforts to cause WRH to amend the *Declaration of Covenants, Conditions and Restrictions* recorded in the public records of Alachua County, Florida at O.R. Book 4269 Page 1225 to allow the County to use the transfer station located at the WRH Property to manage, process, store, dispose, transfer and deliver Solid Waste and Recovered Materials during the term of the Renewal Agreement. With the consent of the Contractor and WRH, the County may allow Solid Waste and Recovered Materials to be managed, processed, stored, disposed, transferred and delivered to the WRH Property by or on behalf of the County as needed and requested by the County.

5. Attachment B General and Technical Specifications for Solid Waste, Recyclable Materials and Yard Trash Collections within the City of Gainesville and Alachua County is hereby amended as detailed below:

- a. Section 1.3.1.1 is amended to read as follows: The Contractor shall provide Residential Solid Waste, Recyclable Materials and Yard Trash collection services within the Universal Collection Area of the County. The Universal Area of the County is described in Exhibit A, which is attached hereto and incorporated herein by reference as if set out in full. The Contractor shall not be responsible for the billing and collection of Solid Waste fees from residential customers in the Universal Collection Area of the County. In the non-universal, unincorporated area of the County, as described hereto in Exhibit B ("Subscription Collection Area") which is attached hereto and incorporated herein by reference as if set out in full, the Contractor shall have the right to provide residential subscription service. The Contractor shall be responsible for the billing and collection of Solid Waste, and Recyclable Material from residential subscription customers in the non-universal area.
- b. Section 1.3.15.1 is amended to read as follows: The Contractor shall provide the County with schedules for all collection routes and keep such information current at all

times. The Contractor shall provide copies of all routes quarterly. This information shall include route maps that identify each route by number and designate both the beginning and ending points of each route. If any change in the collection routes occurs, then the County shall be immediately notified in writing. The appropriate Manager shall approve all permanent changes in routes or schedules that alter the day of pick up. Upon approval of the appropriate Manager, the Contractor shall publish the change in a newspaper of general circulation in Alachua County at least fourteen (14) calendar days prior to the effective date of such route or schedule changes or other means of notice as approved by contract manager. The cost of publication shall be borne solely by the Contractor.

- Section 1.3.17.1 is amended to read as follows: In case of a disaster, declared or otherwise, or a significant storm event as agreed to by the appropriate Manager, the appropriate Manager may grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such disaster or significant storm event, the Contractor shall advise the appropriate Manager and the customers of the estimated time required before regular schedules and routes can be resumed. In the case of a disaster or significant storm event, where it is necessary for the Contractor and the County to acquire additional equipment, hire extra crews, or utilize a third-party contractor to clean the of debris resulting from the disaster, or significant storm event, the Contractor shall be required to work with the County in all possible ways for the efficient and rapid cleanup of the County. The Contractor shall receive extra compensation above the Contract Agreement for additional labor, overtime, cost of rental equipment, and payment to third-party contractors provided the Contractor has first secured prior written authorization from the appropriate Manager. The total cost for such service shall be based on true costs jointly agreed to by the appropriate Manager and the Contractor. Documentation of true costs must meet the requirements of the Federal Emergency Management Agency (FEMA). Additionally, in the event of a significant storm event, the County may implement or procure other collection services, at the County's choice.
- c. Section 1.4.1.2.1 is amended to read as follows: The Contractor shall provide Standard Carts to all residents of the curbside collection areas. Each cart shall have an attached lid and embossed serial number. The first digit of the serial number shall reflect the cart size; *i.e.*: 2 for "mini-can" (20 gallon), 3 for 35 gallon, 6 for 64 gallon or 9 for 96 gallon. The carts shall have wheels and shall be of a type approved by the County. All carts replaced or added to the Contractor's inventory after the Effective Date shall be new and shall be equipped with radio-frequency identification tags. For the duration of the Renewal Agreement, the appropriate Manager shall approve any change in type or color of the carts. The carts are to be available to the residents in sizes that approximate twenty (20) gallons ("mini-can") and thirty-five (35), sixty-four (64) and ninety-six (96) gallon sizes. The "mini-can" shall be green, and the other carts shall be black. Carts shall be labeled with the customer's house number and unit identifier.
- d. Section 1.8.2.2 is amended to read as follows: The Contractor shall not collect material

that is not listed above unless added to the acceptable materials list by the County. Tags shall be left by the Contractor to notify the resident of the reason such unacceptable or improperly prepared materials were not collected. The Contractor may, but is not required to collect normally acceptable containers when they contain unacceptable materials such as sharps (syringes, needles and lancets). The Contractor shall notify the County if a residence regularly requires their materials to be tagged for contamination.

- e. Section 1.8.2.3 is amended to read as follows: The Contractor shall supply and distribute recycling containers to each residence within the service area that does not have a container and shall replace all cracked and damaged recycling containers in the service area. New and replacement recycling containers shall be provided within eight (8) calendar days of receipt of request. Recycling containers shall be labeled with the customer's address. In addition, on demand, an adequate supply of recycling containers shall be delivered to County offices for distribution to residents. The cost of these containers will be borne by the Contractor. The County shall approve the type, size and color of the recycling containers. Recycling containers may be imprinted with a logo and/or recycling theme as approved by the County.
- f. Section 1.8.5.2 is added as follows: Should loads of recyclable material be delivered to the County's designated materials recovery facility (MRF) with a contamination rate above 12%, the MRF operator shall notify the Contractor of the contaminated load and provide the Contractor with sufficient information to identify the source of the contamination or, at a minimum, the route on which the material was collected. The Contractor shall then notify the County of the source, or route, which produced the contamination so that necessary education, outreach, or enforcement efforts can be undertaken.
- g. Section 1.9.1.2.6 is added as follows: For non-containerized yard waste which complies with the size restrictions listed in section 1.9.1.2.1 but requires a special collection vehicle such as a "claw-truck" due to the overall quantity of material (greater than approximately 4 cubic yards), the Contractor shall tag such material with a note specifying that a special collection vehicle is required and will return to collect the material within 7 calendar day. The Contractor shall notify the County of the tagged materials and collect it within 7 calendar days of the resident's regular collection day.
- h. Section 1.11.1.4.1 is amended to read as follows: There shall be no increase in the operational portion of the rates from October 1, 2009 through September 30, 2014. There will be a six percent (6%) increase in the rates effective October 1, 2014 and another six percent (6%) increase effective October 1, 2018. There shall be no increase in the operational portion of the rates from October 1, 2021 through September 30, 2026. The County shall retain ownership of all carts and recycling bins at the end of the Term of the Renewal Agreement.
- i. Section 1.14.5.1 of Attachment B to the Renewal Agreement is hereby amended as to revised subsection 1.14.5.1.15, 1.14.5.1.28, and 1.14.5.1.29 and to add 1.14.5.1.34 and

1.14.5.1.35 as follows:

1.14.5.1.15 Failure to maintain schedules as established by the requirements of this Contract	300.00 per route missed plus weekly cost of collection of missed houses on route
1.14.5.1.28 Exceeding time limit for replacement of lost stolen or damaged carts or recycling bins	60.00 each case
1.14.5.1.29 Exceeding time limit for delivery of carts or recycling bins to new residences	60.00 each case
1.14.5.1.34 Failure to provide collection routes as specified in the Agreement	Garbage - \$500 Yard Waste - \$500 Recycling - \$500
1.14.5.1.35 Failure to collect tagged yard waste piles within the time frame specified herein	60.00 each case

6. The Title of Exhibit D to General and Technical Specifications of the Agreement is hereby amended to read: Negotiated Solid Waste, and Recycling Unit Prices for Alachua County Subscription Area 5 Day Collection Schedule
7. This Eighth Amendment shall take effect October 1, 2021, after execution by both Parties.
8. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Renewal Agreement, as previously amended, shall be and remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ALACHUA COUNTY, FLORIDA

By: _____

Ken Cornell, Chair

Board of County Commissioners

Date: _____

ATTEST:

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

(SEAL)

APPROVED AS TO FORM

DocuSigned by:

David Forziano

70E5E81DBE1E4D3...

Alachua County Attorney's Office

WCA OF FLORIDA, LLC

ATTEST

By: *[Signature]*

Print: *Derrick Redding*

Title: *GM*

By: *[Signature]*

Print: Todd Strong

Title: Regional Vice President

Date: _____

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

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

THIS EIGHTH AMENDMENT TO RENEWAL AGREEMENT, made and entered into this _____ day of _____, 2021, 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 "Renewal Agreement"), for the period April 22, 2014, through September 30, 2021; and

WHEREAS, the Parties made and entered into the First, Second, Third, Fourth, Fifth, Sixth AND Seventh Amendments to the Renewal Agreement on December 9, 2014, November 10, 2015, August 22, 2017, March 13, 2018, January 8, 2019, April 14, 2020, and February 9, 2021 respectively; and

WHEREAS, the Renewal Agreement, as previously amended, provided for specific services for the City of Gainesville which are no longer required as the City of Gainesville is pursuing alternate sources of waste collection commencing October 1, 2021; and

WHEREAS, the County desires to exercise its option to amend the Renewal Agreement again, in accordance with Section IV of the Renewal Agreement, to extend the Term of the Renewal Agreement for an additional five year period commencing October 1, 2021 and extending through September 30, 2026, and to amend the Renewal Agreement to remove references to services to be provided by the Contractor to the City of Gainesville, and approvals to be given by the City of Gainesville, including but not limited to such references in to Attachment B to the Renewal Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference and shall be deemed an integral part of this Eight 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 Renewal Agreement as follows:

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

2. The Contractor and the County acknowledge that the City of Gainesville has elected to discontinue services from the Contractor effective October 1, 2021. Therefore, effective October 1, 2021, all references to the City of Gainesville in the Renewal Agreement shall be deemed deleted but only to the extent that they require services to be provided to, or approvals to be requested from, the City of Gainesville.

3. Section IV of the Renewal Agreement, Term, is hereby amended in its entirety to read as follows:

A. The Term of the Renewal Agreement is renewed for the period of October 1, 2021 through September 30, 2026 (*i.e.*, five (5) years after the date when the 2014 Agreement was scheduled to terminate), unless this Renewal Agreement is terminated earlier in the manner set forth herein.

4. Section VI, paragraph C, of the Renewal Agreement, Use of WRH Transfer Station, is hereby amended to read as follows:

C. The Contractor shall use its best efforts to cause WRH to amend the *Declaration of Covenants, Conditions and Restrictions* recorded in the public records of Alachua County, Florida at O.R. Book 4269 Page 1225 to allow the County to use the transfer station located at the WRH Property to manage, process, store, dispose, transfer and deliver Solid Waste and Recovered Materials during the term of the Renewal Agreement. With the consent of the Contractor and WRH, the County may allow Solid Waste and Recovered Materials to be managed, processed, stored, disposed, transferred and delivered to the WRH Property by or on behalf of the County as needed and requested by the County.

5. Attachment B General and Technical Specifications for Solid Waste, Recyclable Materials and Yard Trash Collections within the City of Gainesville and Alachua County is hereby amended as detailed below:

- a. Section 1.3.1.1 is amended to read as follows: The Contractor shall provide Residential Solid Waste, Recyclable Materials and Yard Trash collection services within the Universal Collection Area of the County. The Universal Area of the County is described in Exhibit A, which is attached hereto and incorporated herein by reference as if set out in full. The Contractor shall not be responsible for the billing and collection of Solid Waste fees from residential customers in the Universal Collection Area of the County. In the non-universal, unincorporated area of the County, as described hereto in Exhibit B ("Subscription Collection Area") which is attached hereto and incorporated herein by reference as if set out in full, the Contractor shall have the right to provide residential subscription service. The Contractor shall be responsible for the billing and collection of Solid Waste, and Recyclable Material from residential subscription customers in the non-universal area.
- b. Section 1.3.15.1 is amended to read as follows: The Contractor shall provide the County with schedules for all collection routes and keep such information current at all

times. The Contractor shall provide copies of all routes quarterly. This information shall include route maps that identify each route by number and designate both the beginning and ending points of each route. If any change in the collection routes occurs, then the County shall be immediately notified in writing. The appropriate Manager shall approve all permanent changes in routes or schedules that alter the day of pick up. Upon approval of the appropriate Manager, the Contractor shall publish the change in a newspaper of general circulation in Alachua County at least fourteen (14) calendar days prior to the effective date of such route or schedule changes or other means of notice as approved by contract manager. The cost of publication shall be borne solely by the Contractor.

- Section 1.3.17.1 is amended to read as follows: In case of a disaster, declared or otherwise, or a significant storm event as agreed to by the appropriate Manager, the appropriate Manager may grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such disaster or significant storm event, the Contractor shall advise the appropriate Manager and the customers of the estimated time required before regular schedules and routes can be resumed. In the case of a disaster or significant storm event, where it is necessary for the Contractor and the County to acquire additional equipment, hire extra crews, or utilize a third-party contractor to clean the of debris resulting from the disaster, or significant storm event, the Contractor shall be required to work with the County in all possible ways for the efficient and rapid cleanup of the County. The Contractor shall receive extra compensation above the Contract Agreement for additional labor, overtime, cost of rental equipment, and payment to third-party contractors provided the Contractor has first secured prior written authorization from the appropriate Manager. The total cost for such service shall be based on true costs jointly agreed to by the appropriate Manager and the Contractor. Documentation of true costs must meet the requirements of the Federal Emergency Management Agency (FEMA). Additionally, in the event of a significant storm event, the County may implement or procure other collection services, at the County's choice.
- c. Section 1.4.1.2.1 is amended to read as follows: The Contractor shall provide Standard Carts to all residents of the curbside collection areas. Each cart shall have an attached lid and embossed serial number. The first digit of the serial number shall reflect the cart size; i.e.: 2 for "mini-can" (20 gallon), 3 for 35 gallon, 6 for 64 gallon or 9 for 96 gallon. The carts shall have wheels and shall be of a type approved by the County. All carts replaced or added to the Contractor's inventory after the Effective Date shall be new and shall be equipped with radio-frequency identification tags. For the duration of the Renewal Agreement, the appropriate Manager shall approve any change in type or color of the carts. The carts are to be available to the residents in sizes that approximate twenty (20) gallons ("mini-can") and thirty-five (35), sixty-four (64) and ninety-six (96) gallon sizes. The "mini-can" shall be green, and the other carts shall be black. Carts shall be labeled with the customer's house number and unit identifier.
- d. Section 1.8.2.2 is amended to read as follows: The Contractor shall not collect material

that is not listed above unless added to the acceptable materials list by the County. Tags shall be left by the Contractor to notify the resident of the reason such unacceptable or improperly prepared materials were not collected. The Contractor may, but is not required to collect normally acceptable containers when they contain unacceptable materials such as sharps (syringes, needles and lancets). The Contractor shall notify the County if a residence regularly requires their materials to be tagged for contamination.

- e. Section 1.8.2.3 is amended to read as follows: The Contractor shall supply and distribute recycling containers to each residence within the service area that does not have a container and shall replace all cracked and damaged recycling containers in the service area. New and replacement recycling containers shall be provided within eight (8) calendar days of receipt of request. Recycling containers shall be labeled with the customer's address. In addition, on demand, an adequate supply of recycling containers shall be delivered to County offices for distribution to residents. The cost of these containers will be borne by the Contractor. The County shall approve the type, size and color of the recycling containers. Recycling containers may be imprinted with a logo and/or recycling theme as approved by the County.
- f. Section 1.8.5.2 is added as follows: Should loads of recyclable material be delivered to the County's designated materials recovery facility (MRF) with a contamination rate above 12%, the MRF operator shall notify the Contractor of the contaminated load and provide the Contractor with sufficient information to identify the source of the contamination or, at a minimum, the route on which the material was collected. The Contractor shall then notify the County of the source, or route, which produced the contamination so that necessary education, outreach, or enforcement efforts can be undertaken.
- g. Section 1.9.1.2.6 is added as follows: For non-containerized yard waste which complies with the size restrictions listed in section 1.9.1.2.1 but requires a special collection vehicle such as a "claw-truck" due to the overall quantity of material (greater than approximately 4 cubic yards), the Contractor shall tag such material with a note specifying that a special collection vehicle is required and will return to collect the material within 7 calendar day. The Contractor shall notify the County of the tagged materials and collect it within 7 calendar days of the resident's regular collection day.
- h. Section 1.11.1.4.1 is amended to read as follows: There shall be no increase in the operational portion of the rates from October 1, 2009 through September 30, 2014. There will be a six percent (6%) increase in the rates effective October 1, 2014 and another six percent (6%) increase effective October 1, 2018. There shall be no increase in the operational portion of the rates from October 1, 2021 through September 30, 2026. The County shall retain ownership of all carts and recycling bins at the end of the Term of the Renewal Agreement.
- i. Section 1.14.5.1 of Attachment B to the Renewal Agreement is hereby amended as to revised subsection 1.14.5.1.15, 1.14.5.1.28, and 1.14.5.1.29 and to add 1.14.5.1.34 and

1.14.5.1.35 as follows:

1.14.5.1.15 Failure to maintain schedules as established by the requirements of this Contract	300.00 per route missed plus weekly cost of collection of missed houses on route
1.14.5.1.28 Exceeding time limit for replacement of lost stolen or damaged carts or recycling bins	60.00 each case
1.14.5.1.29 Exceeding time limit for delivery of carts or recycling bins to new residences	60.00 each case
1.14.5.1.34 Failure to provide collection routes as specified in the Agreement	Garbage - \$500 Yard Waste - \$500 Recycling - \$500
1.14.5.1.35 Failure to collect tagged yard waste piles within the time frame specified herein	60.00 each case

6. The Title of Exhibit D to General and Technical Specifications of the Agreement is hereby amended to read: Negotiated Solid Waste, and Recycling Unit Prices for Alachua County Subscription Area 5 Day Collection Schedule
7. This Eighth Amendment shall take effect October 1, 2021, after execution by both Parties.
8. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Renewal Agreement, as previously amended, shall be and remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ALACHUA COUNTY, FLORIDA

By: _____

Ken Cornell, 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: _____

Print: Derick Redding

Title: GM

By: _____

Print: Todd Strong

Title: Regional Vice President

Date: 7/1/20

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