

**FIRST AMENDMENT TO SOLID WASTE, RECYCLABLE MATERIALS
AND YARD TRASH COLLECTION RENEWAL AGREEMENT BETWEEN
ALACHUA COUNTY AND WCA OF FLORIDA, LLC**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 9th day of December, 2014, 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 the "County", and WCA of Florida, LLC, hereinafter referred to as the "Contractor";

WHEREAS, the parties made and entered into the Solid Waste, Recyclable Materials and Yard Trash Collection Renewal Agreement ("Collection Agreement") on April 22, 2014 for the period April 22, 2014 through September 30, 2021; and

WHEREAS, the parties wish to amend the renewal agreement, in accordance with section 1.11.1.3 of the Collection Agreement, Attachment B, General and Technical Specifications, to reflect the amount due the Contractor for the County's Fiscal Year 2014-2015 based on the total number of Universal Collection Area residential units as determined by the 2014 Certification of Non-ad Valorem Assessment Roll.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree to amend the Solid Waste, Recyclable Materials and Yard Trash Collection Renewal Agreement to reflect the total amount of compensation due the Contractor by the County for Fiscal Year 2014-2015 as follows:

The total number of Universal Collection Area residential units, by cart size, for Fiscal Year 2014-2015 certified to the Alachua County Tax Collector for the 2014 non-ad valorem assessment roll is in the table below.

<u>Cart Size</u>	<u>Number of Units</u>
20 gallon	586
35 gallon	2,798
64 gallon	15,516
96 gallon	3,692
TOTAL UNITS	22,592

The maximum indebtedness of the County to the Contractor for Fiscal Year 2014-2015 under this agreement, as based on the total number of Universal Collection Area residential units determined by the 2014 non-ad valorem assessment roll (total unit count of 22,592), shall not exceed Three Million, Four Hundred Sixteen Thousand, Nine Hundred Forty-Five dollars (\$3,416,945) plus additional service charges as specified in this agreement.

This amendment shall take effect on the date of execution at the terms and specifications contained in the agreement currently in effect.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the renewal agreement, as amended, between the parties, dated April 22, 2014, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Collection Agreement to be executed for the uses and purposes herein expressed on the day and year set forth above.

ALACHUA COUNTY, FLORIDA

By: Charles S. Chestnut, IV
Charles S. Chestnut, IV, Chair
Board of County Commissioners

ATTEST:

J. K. Irby, Clerk
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

Robert L. ...
Alachua County Attorney

WCA of FLORIDA, LLC

By: Bob Shires
Print: Bob Shires
Title: Region VP

ATTEST:

By: Lawrence A. Branz
Print: LAWRENCE A. BRANZ
Title: REGION CONTROLLER