

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

THIS FIFTH AMENDMENT TO AGREEMENT, made and entered into this _____ day of January, 2019, 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, hereinafter referred to as "Contractor" (hereinafter 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, and Fourth Amendments to the Collection Agreement on December 9, 2014, November 10, 2015, August 22, 2017, and March 13, 2018, 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 2018-2019 based on the total number of Universal Collection Area Residential units as determined by the 2018 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 2018-19.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference and shall be deemed an integral part of this Fifth 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 2018-19 certified to the Alachua County Tax Collector for the 2018 Non-ad Valorem Assessment Roll are in the table below.

<u>Cart Size</u>	<u>Number of Units</u>
Mini	562
35 gallons	2,981
64 gallons	16,144
96 gallons	3,881
Total Units	23,568

The maximum indebtedness of the County to the Contractor for Fiscal Year 2018-2019 under this Agreement, as based on the total number of Universal Collection Area residential units determined by the 2018 Non-ad Valorem Assessment Roll (total unit count of 23,568), shall not exceed \$3,776,896.37, 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, 2018 through December 31, 2018, as a result of adjusting the total number of Universal Collection Area residential units, is \$60,136.72. Contractor shall add, as a line item to its January 2019 monthly invoice to County, the following line item: **Lump Sum Compensation for Adjustment to Universal Collection Area Residential Units for the Period October 1, 2018 through December 31, 2018: \$60,136.72.** Commencing with its February 2019 invoice to County, the amount charged to the County in each monthly invoice shall be \$314,741.36, 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 2018-2019 Compensation Adjustments related to the County's Minimum Wage Ordinance. The Alachua County Government Minimum Wage for Fiscal Year 2018-19 is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour, and \$15.60 per hour when health benefits are not provided by the employer. Contractor is entitled to the amount of \$50,050.00 as a compensation adjustment for costs associated with the Wage Ordinance for the period of October 1, 2018 through September 30, 2019. This is in addition to the previous \$98,241.00 compensation adjustment approved for the Fiscal Year 2016-17 term and the \$39,749.00 compensation adjustment approved for Fiscal Year 2017-18. The total due to the Contractor as a compensation adjustment for Fiscal Year 2018-19 is \$188,040.00. The Retroactive Compensation due to the Contractor for the period of October 1, 2018 through December 31, 2018, as a result of adjusting Contractor's cost to comply with the Wage Ordinance, is \$12,512.50. Contractor shall add, as a line item to its January 2019 monthly invoice to County, the following line item: **Lump Sum Compensation for Adjustment for Costs Associated with Wage Ordinance for the Period October 1, 2018 through December 31, 2018: \$12,512.50.** Commencing with its February 2019 invoice to County, the amount charged to the County in each monthly invoice shall be \$15,670.00 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 February 2019 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: \$15,670.00."

4, This Fifth 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.

IN WITNESS WHEREOF, the Parties have caused this Fifth 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: _____
Charles Chestnut, IV, 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: Lorri Brown
Print: Lorri Brown
Title: Office Manager

By: [Signature]
Print: Matt Spencer
Title: SUP Ops
Date: 12/4/18

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