



## Legislation Text

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**File #:** 21-0667, **Version:** 1

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### **Agenda Item Name:**

Contract, 8<sup>th</sup> Amendment, #9675 to WCA of Florida, LLC, for RFP 05-26 Solid Waste, Recyclable Materials and Yard Trash Collection Services

### **Presenter:**

Gus Olmos / Patrick Irby, 352.548.1282

### **Description:**

This Eight Amendment to the Agreement for curbside collection of solid waste, recyclable materials, and yard trash extends the existing Agreement for an additional 5-years, from October 1, 2021 through September 30, 2026. In addition to the 5-year extension, this amendment includes: no increase in the collection rates for the term of the extension, County ownership of carts and recycling bins at the end of the Agreement, removal of exclusive collection rights in the Subscription Collection Area and deadline for the collection of "claw-truck" yard trash piles.

### **Recommended Action:**

Approve the Eight Amendment to Agreement #9675 between Alachua County and WCA of Florida, LLC for Solid Waste, Recyclable Materials, and Yard Trash Collection.

### **Prior Board Motions:**

On September 22, 2009, the County entered into the Solid Waste, Recyclable Material and Yard Trash Collection Agreement between Alachua County and EWS Central Florida Hauling, LLC. On April 22, 2014, the County entered into a Renewal Agreement with WCA of Florida, LLC (who purchased EWS) for the curbside collection of solid waste, recyclable materials, and yard trash effective through September 30, 2021. The First Amendment to the Agreement adjusted the unit count for Fiscal year 2014-2015, and was approved on December 9, 2014. The Second Amendment to the Agreement adjusted the unit count for Fiscal year 2015-2016, and was approved on November 10, 2015. The Third Amendment to the Agreement adjusted the unit count for Fiscal year 2016-2017, and was approved on July 11, 2017. This Amendment adjusted the unit count and also made a compensation adjustment to account for the increase to the Minimum Wage Ordinance. The Fourth Amendment to the Agreement was approved on March 13, 2018, and adjusted the unit count for Fiscal year 2017-2018 and made a compensation adjustment to account for the increase to the Minimum Wage Ordinance. The Fifth Amendment to the Agreement was approved on January 8, 2019, and adjusted the unit count for Fiscal year 2018-2019 and made a compensation adjustment to account for the increase to the Minimum Wage Ordinance. The Sixth Amendment to the Agreement was approved on April 14, 2020 and adjusted the unit count for Fiscal year 2019-2020 and made a compensation adjustment to account for the increase to the Minimum Wage Ordinance. On December 8, 2020 the Board approved a motion to extend the Agreement for an additional 5 years. The Seventh Amendment to the Agreement was approved on February 9, 2021 and adjusted the unit count for Fiscal year 2020-2021 and made a compensation adjustment to account for the increase to

the Minimum Wage Ordinance.

**Fiscal Consideration:**

The collection of curbside solid waste is funded through a non-ad valorem assessment. There is \$4,140,526 budgeted in FY21 account 148.76.7600.534.43.00 for expenses attributed to this collection agreement.

**Background:**

On September 22, 2009, the County entered into the Solid Waste, Recyclable Material and Yard Trash Collection Agreement between Alachua County and EWS Central Florida Hauling, LLC. On February 28, 2010, Emerald Waste Services, LLC was acquired by WCA Waste Systems, Inc. On August 28, 2012, Alachua County and WCA Waste Systems, Inc executed an amendment which recognized WCA of Florida, LLC, as the successor to Emerald Waste Services, LLC, and as a party to the 2009 waste collection agreement. On October 1, 2020, GFL Environmental purchased WCA Waste Corporation, the parent company of WCA of Florida, LLC. WCA of Florida, LLC, now acts as a subsidiary of GFL Environmental.

This is the Eight Amendment to Agreement #9675 between Alachua County and WCA of Florida, LLC for Solid Waste, Recyclable Materials, and Yard Trash Collection. This amendment extends the existing Agreement for an additional 5-years, from October 1, 2021 through September 30, 2026.

The terms of the original Agreement remain in place with the following changes:

1. Collection Fees: No increase in fees from October 1, 2021 through September 30, 2026.
2. Container Ownership: The County retains ownership of all carts and recycling bins at the end of the Term of the Renewal Agreement.
3. Transfer Station: Contractor shall use its best efforts to cause WRH to allow the County to use the transfer station located at the WRH Property during the term of the Renewal Agreement.
4. Section 1.3.1.1: The Contractor no longer has exclusive rights for the collection of residential waste in Subscription Collection Area
5. Section 1.3.15.1: Added schedule to provide copies of collection routes to the County and alternative means to notify customers of route changes
6. Section 1.3.17.1: Amended disaster provisions to include undeclared disasters and other significant storm events as determined by the County
7. Section 1.4.1.2.1: Added labeling standards for replacement carts
8. Section 1.8.2.2 and 1.8.5.2: Added notification requirements to reduce recyclables contamination rates
9. Section 1.8.2.3: Eight calendar day deadline for replacement of recycling containers
10. Section 1.9.1.2.6 : Seven calendar day deadline for yard waste "Claw truck" collections
11. Section 1.14.5.1 : Updated liquidated damages penalties
  - a. 1.14.5.1.15: Damages based on actual number of missed houses
  - b. 1.14.5.1.28 and 1.14.5.1.29: Added recycling bins
  - c. 1.14.5.1.34 : Damages for failure to provide collection routes as required
  - d. 1.14.5.1.35: Damages for failure to collect tagged yard waste piles as required