

## Grants & Contracts - Transmittal Memo

**DATE:** April 15, 2020

**FROM:** Procurement, Contracts

**TO:** Gus Olmos

**CONTRACT #:** 9675

**VENDOR:** WCA of Florida LLC

**DESCRIPTION:** #9675 6<sup>th</sup> Amendment WCA of Florida LLC for Solid Waste, Recyclable Materials, and Yard Trash Collection

**APPROVED BY:** Board of County Commissioners

**APPROVAL DATE:** April 14, 2020

**RECEIVED ON:** April 15, 2020

**TERM START:** April 22, 2014

**TERM END:** September 30, 2021

**AMOUNT:** NTE \$3.826,981.31 For FY 19-20

**RFP/BID #:**

**GMW:** Yes

**POR #  
(ENCUMBERANCE):** N/A

**ACTIONS REQUIRED:** Please forward a copy to the vendor & retain a copy for your files.

**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 14<sup>th</sup> day of April, 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., 7<sup>th</sup> 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

Robert Hutchinson, Chair  
Board of County Commissioners

Date: 4/14/2020

ATTEST:

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

(SEAL)

APPROVED AS TO FORM

[Signature]  
Alachua County Attorney's Office

WCA OF FLORIDA, LLC

ATTEST

By: Matt Cartier

Print: Matt Cartier

Title: District Manager

By: [Signature]

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

WCA Waste Corporation

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY  
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of WCA Waste Corporation, a  
(Insert name of company)

Florida corporation (the "Corporation"), at a duly and properly  
(Insert state of Incorporation)

held meeting on the 13th day of March, 2020, did hereby consent to, adopt,

ratify, confirm and approve the following recitals and resolutions:

**WHEREAS**, the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of Florida and is authorized to do business in the State of Florida; and

**WHEREAS**, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

**NOW, THEREFORE, BE IT RESOLVED**, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting along, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter

**county and political subdivision of the State of Florida:**

NAME \_\_\_\_\_

**Matt Spencer**

**Matt Cartier**

**Skip McCall**

TITLE

**Chief Operating Officer (COO)**

**District Manager**

**Municipal Marketing Manager**

**BE IT RESOLVED THAT**, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 13th day of March, 2020, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

**(Corporate Seal)**

**Secretary of the Corporation**

By: MAK

**Matt Spencer**

(Print Secretary's Name)