

**NOVATION AND NINTH AMENDMENT TO AGREEMENT #9675
BETWEEN ALACHUA COUNTY AND GFL SOLID WASTE SOUTHEAST, LLC
FOR SOLID WASTE, RECYCLABLE MATERIALS, AND YARD TRASH COLLECTION**

THIS NOVATION AND NINTH AMENDMENT TO AGREEMENT, made and entered into this _____ day of March, 2022, 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 GFL Solid Waste Southeast, LLC, Foreign Limited Liability Company with a principle business address of 3301 Benson Drive Suite 601 Raleigh, NC 27609, as successor in interest to WCA of Florida, LLC, hereinafter referred to as the "Assignee" or Contractor. Collectively, the County and the Contractor are referred to as the "Parties".

WITNESSETH:

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

WHEREAS, the County and the WCA of Florida, LLC made and entered into the Eighth Amendment to the Collection Agreement on August, 10, 2021, which extended the term of the Collection Agreement through September 30, 2026 (hereinafter, the Collection Agreement and all amendments thereto shall be referred to as the "Agreement"); and

WHEREAS, Assignee represent and warrant to the County that WCA Waste Corporation, LLC, including WCA of Florida, LLC, was acquired by its parent corporation, GFL Environmental, Inc. on August 12, 2020; and

WHEREAS, Assignee represent and warrant to the County that WCA of Florida, LLC formally merged with and into GFL Solid Waste Southeast, LLC, on December 31, 2021, with GFL Solid Waste Southeast, LLC, being the surviving entity; and

WHEREAS, Assignee represent and warrant to the County that WCA of Florida, LLC has assigned and novated, transferred and conveyed to GFL Solid Waste Southeast, LLC all of its rights, title,

interests, duties, obligations, responsibilities and liabilities for, in and related to the Agreement and, and GFL Solid Waste Southeast, LLC has accepted the assignment and novation, transfer and conveyance, and agrees to assume all of WCA of Florida, LLC's rights, titles, interests, duties, obligations, responsibilities and liabilities for, in and related to the Agreement; and

WHEREAS, based on the above recited representations and warranties made by the Assignee to the County, the County consents to the assignment and novation from Assignor to Assignee of all rights, title, interests, duties, obligations, responsibilities and liabilities for, in and related to the Agreement; and

WHEREAS, the Parties wish to further amend the Agreement, in accordance with section 1.11.1.3 of Attachment B, General and Technical Specifications, of the Agreement, to reflect the amount due the Contractor for the County's Fiscal Year 2021-2022 based on the total number of Universal Collection Area Residential units as determined by the 2021 Revised 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 2021-22.

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

1. The recitals above are true and correct and incorporated herein. WCA of Florida, LLC ("WCA") merged with and into GFL Solid Waste Southeast, LLC ("GFL") with GFL being the surviving entity, and GFL agrees to assume all of WCA's rights, titles, interests, duties, obligations, responsibilities and liabilities for, in and related to the Agreement. The County consents to GFL's assumption, and agrees to be bound in all respects by the terms of the Agreement. Accordingly, all references to WCA as shown in the Agreement is hereby amended to be GFL.
2. Section X, Compensation and Payment, subsection B is hereby amended to read that payments are sent to:

GFL Solid Waste Southeast, LLC
5002 SW41st Boulevard
Gainesville, FL 32608

2. The total number of Universal Collection Area residential units, by cart size, for Fiscal Year 2021-22 certified to the Alachua County Tax Collector for the 2021 Non-ad Valorem Assessment Roll are in the table below.

<u>Cart Size</u>	<u>Number of Units</u>
Mini	577
35 gallons	3,037
64 gallons	16,589
96 gallons	4,150
Total Units	24,353

The maximum indebtedness of the County to the Contractor for Fiscal Year 2021-2022 under this Agreement, as based on the total number of Universal Collection Area residential units determined by the 2021 Non-ad Valorem Assessment Roll (total unit count of 24,353), shall not exceed \$3,903,691.56, 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, 2021 through January 31, 2021, as a result of adjusting the total number of Universal Collection Area residential units, is \$15,542.16. Contractor shall add, as a line item to its February 2022 monthly invoice to County, the following line item: **Lump Sum Compensation for Adjustment to Universal Collection Area Residential Units for the Period October 1, 2021 through January 31, 2022 \$15,542.16**. Commencing with its February 2022 invoice to County, the amount charged to the County in each monthly invoice shall be \$325,307.63, 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 2021-2022 Compensation Adjustments related to the County's Minimum Wage Ordinance. The Alachua County Government Minimum Wage for Fiscal Year 2021-22 is \$15.00 per hour when health benefits are provided at the equivalent value of \$2.00 per hour, and \$17.00 per hour when health benefits are not provided by the employer. The parties agree that the Contractor shall not receive any additional compensation adjustment for costs associated with the Wage Ordinance for the period of October 1, 2021 through September 30, 2022. Contractor is entitled 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, the \$50,050.00 compensation adjustment approved for Fiscal Year 2018-19, the \$24,310.00 compensation adjustment approved for Fiscal Year 2019-2020, and the \$27,170.00 compensation adjustment for Fiscal Year 2020-21. The total due to the Contractor as a compensation adjustment for Fiscal Year 2021-22 is \$239,520.00. The amount charged to the County in each monthly invoice shall be \$19,960.00 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. 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: \$19,960.00.”

4, This Ninth 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 Agreement, as previously amended, shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

Marihelen Wheeler

Marihelen Wheeler, Chair

Date: _____

ATTEST:

APPROVED AS TO FORM

DocuSigned by:

David Forziano

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Jim Jorg

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

(SEAL)

Alachua County Attorney's Office

GFL SOLID WASTE SOUTHEAST, LLC

ATTEST

By: *Michelle K. Schluter*

Print: *Michelle K. Schluter*

Title: *Executive Assistant*

By: *Todd Strone*

Print: *Todd Strone*

Title: *Regional Vics President*

Date: *3/14/22*

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

Item #27, 22-0218

Final Audit Report

2022-07-13

Created:	2022-07-13
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