

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

THIS TWELFTH AMENDMENT, 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**, a foreign limited liability company, with a principal business address of 3301 Benson Drive, Suite 601 Raleigh, NC 27609, 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, 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 Parties made and entered into the Eighth Amendment to the Collection Agreement on August, 10, 2021, which extended the term of the Agreement through September 30, 2026, the Ninth Amendment on March 22, 2022, the Tenth Amendment on May 17, 2023, and the Eleventh Amendment on October 10, 2023; and

WHEREAS, the Parties wish to amend the previously amended Exhibit D of Attachment B, the Negotiated Solid Waste, Recycling and Yard Trash Unit Prices to account for inflation; and

WHEREAS, the Parties wish to amend the Collection 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 2023-24 based on the number of Universal Collection Area Residential units as determined by the 2023 Revised Certification of Non-ad Valorem Assessment Roll; and

WHEREAS, the Parties 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 2023-24; and

WHEREAS, the Parties wish to allow for the County to compensate the Contractor for residential units added to the universal area's curbside collection program during the fiscal year which are not included in the

Revised Certified Non-ad Valorem Assessment Role.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference and shall be deemed an integral part of this Twelfth 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 previously amended Exhibit D to the General and Technical Specifications titled, Negotiated Solid Waste, Recycling and Yard Trash Unit Prices is hereby deleted in its entirety and replaced with the Amended Exhibit D attached to this Twelfth Amendment.
3. The total number of Universal Collection Area residential units, by cart size, for Fiscal Year 2023-24, certified to the Alachua County Tax Collector for the 2023 Revised Non-ad Valorem Assessment Roll are in the table below.

<u>Cart Size</u>	<u>Number of Units</u>
Mini-cart	560
35	3,065
64	17,124
96	4,346
Total	25,095

The maximum indebtedness of the County to the Contractor for the Fiscal Year 2023-24 under this Agreement, as based on the total number of Universal Collection Area residential units determined by the 2023 Revised Non-ad Valorem Assessment Roll (total unit count of 25,095) and the Amended Exhibit D, shall not exceed \$4,621,543.68, 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 4, below. The Retroactive Compensation due to the Contractor for the period of October 1, 2023 through November 30, 2023, as a result of adjusting the total number of Universal Collection Area residential units, is \$110,647.62. Contractor shall add, as a line item to its December 2023 monthly invoice to County, the following line item: **Lump Sum Compensation for Adjustment to Universal Collection Area Residential Units for the Period October 1, 2023 through November 30, 2023, \$110,647.62.** Commencing with its December 2023 invoice to County, the amount charged to the County in each monthly invoice shall be \$385,128.64, 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.

4. Fiscal Year 2023-2024 Compensation Adjustments related to the County's Minimum Wage Ordinance. The Alachua County Government Minimum Wage for Fiscal Year 2023-24 is \$17.00 per hour when health benefits are provided at the equivalent value of \$2.00 per hour, and \$19.00 per hour when health benefits are not provided by the employer. Contractor is entitled to a compensation adjustment of \$31,460.00 for the Fiscal Year 2023-24 term. This is in addition to the \$31,460.00 for the Fiscal Year 2022-23 term for a total of \$62,920.00. The amount charged to the County in each monthly invoice shall be \$5,243.33 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: \$5,243.33"**
5. Section 1.11.1.3 of Attachment B, the General and Technical Specifications, shall be amended to include the following subsection: "1.11.1.3.2 The County shall compensate the Contractor for residential units added to the curbside residential waste collection program but not included in the certified non-ad valorem assessment roll for a particular year at a pro-rated amount equal to the unit price as listed in the Contractor's Solid Waste, Recycling and Yard Trash Unit Prices Schedule divided by twelve and then multiplied by the number of months remaining in the current fiscal year. This amount will be paid to the Contractor as a lump sum for each unit for the month in which it is added and will not affect the residential unit count used to calculate the annual and monthly payments to the Contractor.
6. This Twelfth Amendment shall take effect upon the date of execution by both Parties.
7. Unless expressly amended herein, all other terms and provisions of the Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Twelfth Amendment, the provisions of this Twelfth Amendment shall prevail.

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IN WITNESS WHEREOF, the Parties have caused this Twelfth Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

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

Alachua County Attorney's Office

(SEAL)

GFL SOLID WASTE SOUTHEAST, LLC

ATTEST

By: [Signature]
Print: Derick Redding
Title: District Manager

By: [Signature]
Print: Todd Strong
Title: Regional Vice President
Date: 12/19/23

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

AMENDED EXHIBIT D TO GENERAL AND TECHNICAL SPECIFICATIONS

NEGOTIATED
Solid Waste, Recycling and Yard Trash Unit Prices
Alachua County 4 Day Collection Schedule

All rates to be expressed as cost per household per month.

The following unit prices will be unchanged unless amended by an agreement signed by both Parties.

Solid Waste - Curbside				
	20 gal.	35 gal.	64 gal.	96 gal.
Collection	\$5.04	\$5.17	\$5.81	\$6.40
Recycling Collection		Yard Trash Unlimited Collection		
\$3.29		\$4.85		

Additional Services:

Alternative fuels (all collections):	\$0.10	per household per month
Fuel type	<u>CNG</u>	
Backdoor Collection:		
Solid Waste	\$9.50	per household per month
Recycling	\$7.25	per household per month
Per Bag Collection	\$0.75	per Official Yellow Bag
Cart Delivery & Maintenance	\$1.29	per household per month
Cart Exchange	\$15.51	per Service Change Delivery
Special Services	\$45.00	for the first 15 minutes
	\$1.00	per additional minute
Neighborhood Cleanups	\$88.00	per hour/per truck
Pup Trucks	\$2.00	per household per month

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