

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

THIS TENTH AMENDMENT, made and entered 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, and the Ninth Amendment on March 22, 2022; 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 Collection Agreement, to reflect the amount due the Contractor for the County's Fiscal Year 2022-2023 based on the total number of Universal Collection Area Residential units as determined by the 2022 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 2022-23.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference and shall be deemed an integral part of this Tenth 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 2022-23 certified to the Alachua County Tax Collector for the 2022 Non-ad Valorem Assessment Roll are in the table below.

Cart Size	Number of Units
Mini	573
35 gallons	3,057
64 gallons	16,792
96 gallons	4,264
Total Units	24,686

The maximum indebtedness of the County to the Contractor for Fiscal Year 2022-2023 under this Agreement, as based on the total number of Universal Collection Area residential units determined by the 2022 Non-ad Valorem Assessment Roll (total unit count of 24,686), shall not exceed \$3,957,657.96, 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, 2022 through March 31, 2023 as a result of adjusting the total number of Universal Collection Area residential units, is \$26,983.20. Contractor shall add, as a line item to its April 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, 2022 through March 31, 2023 \$26,983.20.** Commencing with its April 2023 invoice to County, the amount charged to the County in each monthly invoice shall be \$329,804.83, 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 2022-2023 Compensation Adjustments related to the County’s Minimum Wage Ordinance. The Alachua County Government Minimum Wage for Fiscal Year 2022-23 is \$16.00 per hour when health benefits are provided at the equivalent value of \$2.00 per hour, and \$18.00 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 2022-23 term. The amount charged to the County in each monthly invoice shall be \$2,621.67 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: \$2,621.67.”**

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

IN WITNESS WHEREOF, the Parties have caused this Tenth Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year last written below.

ALACHUA COUNTY, FLORIDA

By: Anna Prizzia

Anna Prizzia, Chair
Board of County Commissioners

Date: May 17, 2023

ATTEST:

J.K. Irby
Jess Irby (May 18, 2023 05:21 GMT+9)

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

(SEAL)

APPROVED AS TO FORM

DocuSigned by:
David Forziano
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Alachua County Attorney's Office

GFL SOLID WASTE SOUTHEAST, LLC

ATTEST

By: Kevin C Smith

Print: Kevin C Smith

Title: General Manager

By: Todd Strong

Print: Todd Strong

Title: Regional Vice President

Date: 3/22/23

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











Item #46, 23-0629, 04112023

Final Audit Report

2023-05-17

Created:	2023-05-16
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ53CqGQjwz57jeRYehlg32q_UbcmSj_7

"Item #46, 23-0629, 04112023" History

-  Document created by Steve Donahey (asd@alachuaclerk.org)
2023-05-16 - 4:01:37 PM GMT- IP address: 216.194.145.253
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2023-05-16 - 4:02:30 PM GMT
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2023-05-17 - 6:22:26 PM GMT- IP address: 149.19.43.13
-  Signer bocccchairsignature@alachuacounty.us entered name at signing as Anna Prizzia
2023-05-17 - 6:22:48 PM GMT- IP address: 149.19.43.13
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Signature Date: 2023-05-17 - 6:22:50 PM GMT - Time Source: server- IP address: 149.19.43.13
-  Document emailed to jki@alachuaclerk.org for signature
2023-05-17 - 6:22:51 PM GMT
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2023-05-17 - 9:20:52 PM GMT- IP address: 136.23.35.69
-  Signer jki@alachuaclerk.org entered name at signing as Jess Irby
2023-05-17 - 9:21:27 PM GMT- IP address: 136.23.35.69
-  Document e-signed by Jess Irby (jki@alachuaclerk.org)
Signature Date: 2023-05-17 - 9:21:29 PM GMT - Time Source: server- IP address: 136.23.35.69
-  Agreement completed.
2023-05-17 - 9:21:29 PM GMT