

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

**THIS THIRTEENTH 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, the Eleventh Amendment on October 10, 2023, and the Twelfth Amendment on January 26, 2024; 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 2024-25 based on the number of Universal Collection Area Residential units as determined by the 2024 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 2024-25.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated by reference and shall be deemed an integral part of this Thirteenth 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 2024-25, certified to the Alachua County Tax Collector for the 2024 Revised Non-ad Valorem Assessment Roll are in the table below.

<u>Cart Size</u>	<u>Number of Units</u>
Mini-cart	560
35	3,089
64	17,329
96	4,512
Total	25,490

The maximum indebtedness of the County to the Contractor for the Fiscal Year 2024-25 under this Agreement, as based on the total number of Universal Collection Area residential units determined by the 2024 Revised Non-ad Valorem Assessment Roll (total unit count of 25,490) shall not exceed \$4,695,246.24, 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, 2024 through January 31, 2025, as a result of adjusting the total number of Universal Collection Area residential units, is \$24,567.52. Contractor shall add, as a line item to its February 2025 monthly invoice to County, the following line item: **Lump Sum Compensation for Adjustment to Universal Collection Area Residential Units for the Period October 1, 2024 through January 31, 2025, \$24,567.52.** Commencing with its February 2025 invoice to County, the amount charged to the County in each monthly invoice shall be \$391,270.52, 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 2024-2025 Compensation Adjustments related to the County's Minimum Wage Ordinance. The Alachua County Government Minimum Wage for Fiscal Year 2024-25 is \$18.00 per hour when health benefits are provided at the equivalent value of \$2.00 per hour, and \$20.00 per hour when health benefits are not provided by the employer. Contractor is entitled to a compensation adjustment of \$54,340.00 for the Fiscal Year 2024-25 term. This is in addition to the \$62,920.00 for the Fiscal Year 2023-24 term for a

total of \$117,260.00. The amount charged to the County in each monthly invoice shall be \$9,771.67 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: \$9,771.67”**

4. This Thirteenth Amendment shall take effect upon the date of execution by both Parties.
5. 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 Thirteenth Amendment, the provisions of this Thirteenth Amendment shall prevail.

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

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Charles “Chuck” Chestnut, IV, 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: 1/30/25

**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**