

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

THIS ELEVENTH 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, and the Tenth Amendment on May 17, 2023; and

WHEREAS, the Parties wish to amend the Collection Agreement to allow for free market competition in the offering of collection services to Subscription Residential customers.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference and shall be deemed an integral part of this Eleventh 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. Section X of the Agreement, titled Compensation and Payment, Sub-Section A, is hereby amended to read as follows: The Contractor shall be paid for the collection for Residential Solid Waste, Recyclable Material, and Yard Trash in the Alachua County Universal Collection Area as described and depicted in Exhibit A to the General and Technical Specifications. The Contractor shall be paid on a per unit basis, in accordance with the "Solid Waste, Recycling and Yard Trash

Unit Prices”, which are set forth in the Exhibit D to the General and Technical Specifications.

3. Attachment B, titled General and Technical Specifications for Solid Waste, Recyclable Materials and Yard Trash Collections within the City of Gainesville and Alachua County, Section 1.3.1.1 is hereby amended to read as follows: The Contractor shall provide Residential Solid Waste, Recyclable Materials and Yard Trash collection services within the Universal Collection Area of the County. The Universal Area of the County is described in Exhibit A, which is attached hereto and incorporated herein by reference as if set out in full. The Contractor shall not be responsible for the billing and collection of Solid Waste Fees from residential customers in the Universal Collection Area of the County.
4. Attachment B of the Agreement, titled General and Technical Specifications for Solid Waste, Recyclable Materials and Yard Trash Collections within the City of Gainesville and Alachua County, Section 1.3.1.4 is hereby added to the Agreement as follows: In the non-universal, unincorporated area of the County, as described hereto in Exhibit B (“Subscription Collection Area”) which is attached hereto and incorporated herein by reference as if set out in full, the Contractor may collect Garbage, Rubbish and Source Separated Recyclable Materials subject to any terms and conditions that are mutually acceptable to the Customer and the Contractor. The Rates for such services shall be negotiated between the Customer and the Contractor. However, the Administrator shall have the right to review, approve, reject, or modify the Rates in cases where the Administrator reasonably determines the Rates are excessive.
5. Exhibit D to General and Technical Specifications titled is hereby deleted in its entirety and replaced with Amended Exhibit D attached to this Eleventh Amendment.
6. This Eleventh Amendment shall take effect on October 1, 2023.
7. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original 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 Eleventh Amendment, the provisions of this Eleventh Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and

year below written.

ALACHUA COUNTY, FLORIDA

By: APR
Anna Prizzia, Chair
Board of County Commissioners
Date: Oct 17, 2023

ATTEST:

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

APPROVED AS TO FORM

DocuSigned by:
David Porziano
70E5E81DBE1E4D3
Alachua County Attorney's Office 10/10/2023

(SEAL)

GFL SOLID WASTE SOUTHEAST, LLC

ATTEST

By: JKR
Print: Derick Redding
Title: Dm

By: Todd Strong
Print: Todd Strong
Title: Regional Vice President
Date: 9/11/23

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 and City of Gainesville with Routes Maximized
 4 Day Collection Schedule

City & County – All rates to be expressed as cost per household per month
City & County Curbside Area (Collection Routes are Blended for Maximum Efficiency):

The following unit prices will be unchanged until Oct. 1, 2014 when there will be a one-time increase of 6% for FY'15 through FY'18; and Oct. 1, 2018 when there will be a one-time increase of 6% for FY'19 through FY'21.

Solid Waste - Curbside				
	20 gal.	35 gal.	64 gal.	96 gal.
Collection	\$3.90	\$4.00	\$4.50	\$4.95
Recycling Collection		Yard Trash Unlimited Collection		
\$2.55		\$3.75		

Additional Services

- Alternative fuels (all collections): \$0.10 per household per month
 - Fuel type CNG
- 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 \$1.00 per household per month
- Cart Exchange \$12.00 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

COUNTY ONLY: Pup

Trucks \$2.00 per household per month

CITY ONLY: Special

Events \$88.0 per hour, per truck

Municipal Services

Commercial FEL Containers \$4.10 per collection per cubic yard, based on \$51.10/ton

Cardboard FEL Containers	\$2.50	disposal fee per collection per cubic yard per collection per stop, based on \$51.10/ton
Hand Stops - Solid Waste	\$7.00	disposal fee
Hand Stops - Recycling	\$5.00	per collection per stop, Contractor to decontaminate
Roll-off Containers	\$99.00	per pull (haul), disposal not included

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Item #9a, 23-00603, 10102023

Final Audit Report

2023-10-18

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