

Agenda Item Name:

Sixth Amendment to Agreement #9675 between Alachua County and WCA of Florida, LLC for Solid Waste, Recyclable Materials, and Yard Trash Collection

Presenter:

Gus Olmos

Description:

This Sixth Amendment to the Agreement for curbside collection of solid waste, recyclable materials, and yard trash updates the number of households serviced and the amount owed to the Contractor based on the certified unit count. This Amendment also includes an increase in the contract to cover the Alachua County Government Minimum Wage requirements.

Recommended Action:

Approve the Sixth Amendment to Agreement #9675 between Alachua County and WCA of Florida, LLC for Solid Waste, Recyclable Materials, and Yard Trash Collection

Prior Board Motions:

On April 22, 2014, the County entered into a Renewal Agreement with WCA of Florida, LLC for the curbside collection of solid waste, recyclable materials, and yard trash effective through September 30, 2021. The First Amendment to the Agreement adjusted the unit count for Fiscal year 2014-2015, and was approved on December 9, 2014. The Second Amendment to the Agreement adjusted the unit count for Fiscal year 2015-2016, and was approved on November 10, 2015. The Third Amendment to the Agreement adjusted the unit count for Fiscal year 2016-2017, and was approved on July 11, 2017. This Amendment adjusted the unit count and also made a compensation adjustment to account for the increase to the Minimum Wage Ordinance. The Fourth Amendment to the Agreement was approved on March 13, 2018, and adjusted the unit count for Fiscal year 2017-2018 and made a compensation adjustment to account for the increase to the Minimum Wage Ordinance. The Fifth Amendment to the Agreement was approved on January 8, 2019, and adjusted the unit count for Fiscal year 2018-2019 and made a compensation adjustment to account for the increase to the Minimum Wage Ordinance.

Fiscal Consideration:

The collection of curbside solid waste is funded through a non-ad valorem assessment. There is \$5,487,657.81 budgeted in account 148.76.7600.534.43.00 for collection and disposal expenses. This amendment increase the contract amount by \$74,394.94. Sufficient funds exist to cover this increase.

Background:

This is the Sixth Amendment to Agreement #9675 between Alachua County and WCA of Florida, LLC for Solid Waste, Recyclable Materials, and Yard Trash Collection. This

Amendment updates the number of households serviced and the amount owed to the Contractor based on the certified unit count. This Amendment also includes an increase in the contract amount to cover the Alachua County Minimum Wage Ordinance requirements.

The amount owed to WCA of Florida, LLC for collection services is based upon the total number of universal collection area residential units as determined by the certified Non-Ad Valorem Assessment Roll. This unit count must be updated annually following certification of the assessment roll. The FY 2018-2019 contracted amount of \$3,776,896.37 is amended to add 312 units at an additional cost of \$50,084.94 for a total of \$3,826,981.31 for FY 2019-2020. In addition, WCA of Florida, LLC is entitled to an additional \$24,310.00 as a compensation adjustment for costs associated with compliance with the Alachua County Government Minimum Wage requirements for the period of October 1, 2019, through September 30, 2020 for a cumulative total of \$212,350.00.

This Amendment provides for a one-time retroactive payment to account for these additional units collected and the minimum wage increase incurred during the period between October 1, 2019, and February 29, 2020. Following the approval of this amendment, all future invoices will include these additional monthly expenses.

Manager's Talking Points

March 24, 2020

Consent Agenda

Title: Sixth Amendment to Solid Waste, Recyclable Materials and Yard Trash Collection Renewal Agreement between Alachua County and WCA of Florida, LLC

- Increase house count by 312 units, for a total of 23,880 units.
- Total increase from FY2018-19 of \$50,084.94 for FY2019-2020.
- In addition, WCA of Florida, LLC is entitled to \$212,350.00 as a compensation adjustment for costs associated with compliance with the Alachua County Government Minimum Wage requirements.
- Total contract value after increase is \$3,826,981.31 plus other additional changes as agreed upon in the original Agreement such as expenses for cart changes.

**SIXTH AMENDMENT TO AGREEMENT #9675
BETWEEN ALACHUA COUNTY AND WCA OF FLORIDA, LLC
FOR SOLID WASTE, RECYCLABLE MATERIALS, AND YARD TRASH COLLECTION**

THIS SIXTH AMENDMENT TO AGREEMENT, made and entered into this 14th day of April, 2020, 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 WCA of Florida, LLC, a foreign limited liability company, with a principal business address of 1330 Post Oak Blvd., 7th Floor, Houston, Texas 77056, 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, and Fifth Amendments to the Collection Agreement on December 9, 2014, November 10, 2015, August 22, 2017, March 13, 2018, and January 8, 2019, respectively; and

WHEREAS, the Parties wish to amend the Collection Agreement again, 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 2019-2020 based on the total number of Universal Collection Area Residential units as determined by the 2019 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 2019-20.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference and shall be deemed an integral part of this Sixth 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 2019-20

certified to the Alachua County Tax Collector for the 2019 Non-ad Valorem Assessment Roll are in the table below.

<u>Cart Size</u>	<u>Number of Units</u>
Mini	606
35 gallons	3,014
64 gallons	16,272
96 gallons	3,988
Total Units	23,880

The maximum indebtedness of the County to the Contractor for Fiscal Year 2019-2020 under this Agreement, as based on the total number of Universal Collection Area residential units determined by the 2019 Non-ad Valorem Assessment Roll (total unit count of 23,880), shall not exceed \$3,826,981.31, 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, 2019 through February 29, 2020, as a result of adjusting the total number of Universal Collection Area residential units, is \$20,868.72. Contractor shall add, as a line item to its March 2020 monthly invoice to County, the following line item: **Lump Sum Compensation for Adjustment to Universal Collection Area Residential Units for the Period October 1, 2019 through February 29, 2020: \$20,868.72.** Commencing with its March 2020 invoice to County, the amount charged to the County in each monthly invoice shall be \$318,915.11, 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 2019-2020 Compensation Adjustments related to the County's Minimum Wage Ordinance. The Alachua County Government Minimum Wage for Fiscal Year 2019-20 is \$14.00 per hour when health benefits are provided at the equivalent value of \$2.17 per hour, and \$16.17 per hour when health benefits are not provided by the employer. Contractor is entitled to the amount of \$24,310.00 as a compensation adjustment for costs associated with the Wage Ordinance for the period of October 1, 2019 through September 30, 2020. This is in addition 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, and the \$50,050.00 compensation adjustment approved for Fiscal Year 2018-19. The total due to the Contractor as a compensation adjustment for Fiscal Year 2019-20 is \$212,350.00. The Retroactive Compensation due to the Contractor for the period of October 1, 2019 through February 29, 2020, as a result of adjusting Contractor's cost to comply with the Wage Ordinance, is \$10,129.17. Contractor shall add, as a line item to its March 2020 monthly invoice to County, the following line item: **Lump Sum Compensation for Adjustment for Costs Associated with Wage Ordinance for the Period October 1, 2019 through February 29, 2020: \$10,129.17.** Commencing with its March 2020 invoice to the County, the amount charged to the County in each monthly invoice shall be \$17,695.83 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. Commencing with its March 2020 invoice to the County, the 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: \$17,695.83.”**

4, This Sixth 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 Collection 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 Sixth Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: Robert Hutchinson

Robert Hutchinson, Chair
Board of County Commissioners

Date: 4/14/2020

ATTEST:

J.K. Irby

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

APPROVED AS TO FORM

[Signature]

Alachua County Attorney's Office

(SEAL)

WCA OF FLORIDA, LLC

ATTEST

By: Matt Cartier

Print: Matt Cartier

Title: District Manager

By: [Signature]

Print: Matt Spencer

Title: COO

Date: 3/4/20

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

WCA Waste Corporation

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of WCA Waste Corporation, a
(insert name of company)
Florida corporation (the "Corporation"), at a duly and properly
(Insert state of Incorporation)

held meeting on the 13th day of March, 2020, did hereby consent to, adopt,
ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good
standing under the laws of the State of Florida and is authorized to do
business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute
and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of
the Corporation listed below are hereby authorized and empowered, acting along, to sign,
execute and deliver any and all contracts and documents on behalf of the Corporation, and to
do and take such other actions, including but not limited to the approval and execution of
contracts, purchase orders, amendments, change orders, invoices, and applications for
payment, as in his or her judgment may be necessary, appropriate or desirable, in connection
with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter

county and political subdivision of the State of Florida:

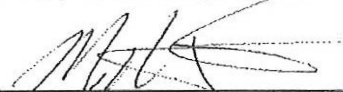
<u>NAME</u>	<u>TITLE</u>
<u>Matt Spencer</u>	<u>Chief Operating Officer (COO)</u>
<u>Matt Cartier</u>	<u>District Manager</u>
<u>Skip McCall</u>	<u>Municipal Marketing Manager</u>
_____	_____

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 13th day of March, 2020, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)

Secretary of the Corporation

By: 

Matt Spencer
(Print Secretary's Name)