

THIRD AMENDMENT OF
SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT

THIS THIRD AMENDMENT OF THE SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT, Lee County Contract No. 5189, is made and entered into on this 4th day of April, 2017 by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Waste Pro of Florida, Inc. ("Contractor"), collectively, the "Parties".

WHEREAS, the County entered into a Solid Waste and Recycling Collection Franchise Agreement, Lee County Contract No. 5189, dated March 9, 2010 with the Contractor such that the Contractor provides collection and hauling service for Franchise Service Area Number 3 in Lee County ("Agreement"); and,

WHEREAS, the Parties desire to make certain amendments to the Agreement in accordance with **Section 39. MODIFICATION** of the Agreement; and,

WHEREAS, **Section 1. TERM** was previously amended to adopt the option to extend the Agreement for two, one-year extensions past the original expiration date of the Agreement, and further provided that the amended Term of the Agreement may be further extended by the County for an additional three-year period upon the written mutual approval of both Parties; and,

WHEREAS, the Parties desire to exercise the option to extend the Term of the Agreement as provided by Amendment No. 1 to the Agreement; and,

WHEREAS, the Contractor desires to continue providing all required collection services in accordance with the terms and conditions of the Agreement and all amendments thereto.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. This Third Amendment further amends **Section 1. TERM** to extend the Agreement for an additional three-year period past the expiration date of the previous two-year extension.
2. The not-to-exceed rates for Commercial Recycling Collection Service, as provided by Exhibit II, are hereby deemed null and void. The Parties agree that the rates for Commercial Recycling Collection Service may not exceed the rate for municipal solid waste collection services.
3. All other terms and conditions of the Agreement and all amendments thereto remain in full force and effect.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF this THIRD Amendment of the Agreement, executed on the date and year first written above.

ATTEST: LINDA DOGGETT
CLERK OF COURTS

Michelle Miller
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: [Signature]
Chair



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
County Attorney's Office

ATTEST:

[Signature]
(Witness)

[Signature]
(Witness)

Waste Pro of Florida, Inc.

BY: [Signature]
Authorized Signature

COET SABINA
Authorized Signature Printed Name

CFO
Authorized Signature Title

CORPORATE SEAL:

