

AMENDMENT NUMBER ONE TO THE SOLID WASTE
AND RECYCLING COLLECTION FRANCHISE AGREEMENT
FOR LEE COUNTY SERVICE AREA NUMBER THREE

This Amendment No. 1 to that certain Solid Waste and Recycling Collection Franchise Agreement ("Agreement") made between the parties on March 9, 2010 is now made and entered into this 7th day of October, 2014, by and between Lee County ("County") and Waste Pro of Florida ("Contractor"), collectively, "the Parties".

WITNESSETH

WHEREAS, County, through its Board of County Commissioners, entered into a Solid Waste and Recycling Collection Franchise Agreement 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; and

WHEREAS, the Parties desire to make certain amendments to the Agreement in accordance with Section 39 of the Agreement, including an extension to the Term of the Agreement; and

WHEREAS, the Contractor has offered to provide additional services in the form of collecting curbside residential recycling material contained in wheeled carts where such carts are provided and distributed by the County; and

WHEREAS, the County desires the Contractor to collect the curbside residential recycling material using wheeled carts; and

WHEREAS, the Contractor and its parent company desire 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 obligations and benefits flowing from each to the other, the Parties agree to amend the Solid Waste and Recycling Collection Franchise Agreement as set forth below;

1. The provision for two, one-year extensions to the Term, stipulated in Section 1 of the Agreement, is hereby adopted by the Parties. Additionally, 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.
2. The 'Rate Schedule' for Residential Dwellings Curbside Services (Part A of Exhibit II), as adjusted for the County's fiscal year 2015 and by paragraph 7, below, will be in effect beginning October 1, 2014 through September 30, 2017. Any further adjustment to the pricing in Part A of Exhibit II will require specific approval by the County's Board of County Commissioners.
3. Reference Exhibit IV, 'Annual Financial Reporting Format', of the Agreement. Information provided by the Contractor will be sufficiently detailed as determined by the Contract Administrator. For example, Revenues shall be indicated by type, such as, "Commercial Collection", "Residential Collection", "Disposal Income", etc. Similarly, Operating Expenses shall also be indicated with sufficient detail, such as, "Fees paid for MSW disposal", "Fees paid for Vegetative Waste disposal", etc. The Contractor shall submit a template for the Annual Financial Report's format to the Contract Administrator each year prior to beginning its internal review.

4. Reference Exhibit V, 'Performance Bond Requirement', of the Agreement.
The multiplier for determining the amount of the required performance bond(s) is hereby changed from "0.5" to "0.33".
5. Contractor for Service Area 3 shall deliver 60% of the municipal solid waste collected in its franchise area during 10 weeks of each County fiscal year to the Lee/Hendry Landfill, as designated and directed by the Contract Administrator. In the event that MSW is directed to the landfill by the Contract Administrator, the Contractor will make arrangements to keep tires separated from other Solid Waste. The cost for this service will be \$80.00 per truckload with such cost subject to an annual adjustment in accordance with Section 6.A of the Agreement beginning October 1, 2015.
6. EXHIBIT IX of the Agreement, "DESCRIPTION OF BOUNDARY OF SERVICE AREA", is hereby replaced in its entirety by the attached EXHIBIT IX dated September 15, 2014. All changes of service to affected customers due to changes of the service boundary will be coordinated with the Contract Administrator.
7. EXHIBIT X of the Agreement, "DISTRIBUTION AND COLLECTION OF RESIDENTIAL WHEELED RECYCLING CARTS", is replaced in its entirety by the attached EXHIBIT X dated September 15, 2014. County will pay Contractor for collecting curbside Residential Recycling from the wheeled carts. The payment will be \$0.08 per month per unit in addition to the fee paid for curbside Residential Recycling (Exhibit II, Part A, as adjusted

for fiscal year 2015) and will become applicable and payable beginning the first full month after the County begins distributing the new wheeled carts to the residential properties in this Franchise Area and each month thereafter.

8. All other provisions of the Agreement remain in full force and effect.

(Remainder of page intentionally left blank.)

In Witness Whereof, Lee county, at a regular meeting thereof, by action of the Board of County Commissioners authorizing and directing the foregoing be adopted, has caused these presents to be signed by the Chairman of the Lee County Board of County Commissioners, and the County's seal to be hereunto affixed, and Waste Pro of Florida, has executed this Agreement all as of the day and year first written above.

ATTEST: LINDA DOGETT
CLERK OF THE COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
Deputy Clerk

BY: Larry C.
Chairman

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

Russell
Office of County Attorney



[Signature]
Witness
[Signature]
Witness

WASTE PRO OF FLORIDA

BY: John J. Jennings

TITLE: President

Signature: John J. Jennings

SEPTEMBER 15, 2014

EXHIBIT IX

DIVISION OF SOLID WASTE

FRANCHISE AREA #3

DESCRIPTION

**(UNINCORPORATED CENTRAL AND SOUTH FORT MYERS, EAST LEE
COUNTY)**

EXCLUDING HEREFROM ALL ANNEXED PROPERTIES LYING WITHIN THE
INCORPORATED AREAS OF THE CITY OF FORT MYERS PAST, PRESENT AND
FUTURE

BEGINNING AT THE SOUTHEAST CORNER OF TOWNSHIP 46 SOUTH, RANGE
27 SECTION 36 EAST, LEE COUNTY FLORIDA; THENCE NORTH ALONG THE
EAST LINE OF RANGE 27 EAST TO THE CENTER OF STATE ROAD 82;
THENCE RUN NORTHWESTERLY ALONG THE CENTERLINE OF STATE ROAD
82 TO THE CENTERLINE OF COLONIAL BLVD (884); THENCE RUN WEST
ALONG THE CENTERLINE OF COLONIAL BLVD TO SUMMERLIN ROAD (869);
THENCE RUN SOUTHERLY ALONG THE CENTERLINE OF SUMMERLIN ROAD
(869) TO GLADIOLUS DRIVE (865); THENCE RUN EAST ALONG THE
CENTERLINE OF GLADIOLUS DRIVE (865) TO U.S. 41 (45); THENCE RUN
SOUTHEASTERLY ALONG THE CENTERLINE OF U.S. 41 (45) TO A POINT ON
THE SOUTHERN SHORELINE OF THE ESTERO RIVER; THENCE WESTERLY
AND SOUTHWESTERLY TO THE SHORELINE OF ESTERO BAY; THENCE
EASTERLY AND SOUTHERLY ALONG THE SHORELINE OF ESTERO BAY TO
THE NORTHWEST CORNER OF SECTION 7 TOWNSHIP 47 SOUTH RANGE 25
EAST; THENCE PROCEED EASTWARD TO THE NORTHEAST CORNER OF
SECTION 7, TOWNSHIP 47 SOUTH RANGE 25 EAST; THENCE PROCEED
SOUTHWARD ALONG THE EASTERN BOUNDARY OF SECTIONS 7, TOWNSHIP
47 SOUTH, RANGE 25 EAST, TO THE CENTER LINE OF COCONUT RD,
SECTIONS 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE PROCEED
SOUTHERLY ALONG THE CENTER LINE OF COCONUT RD THENCE TURNING
EASTERLY ALONG THE CENTER LINE OF COCONUT SECTION 8, TOWNSHIP
47 SOUTH, RANGE 25 EAST, TO THE CENTER LINE OF VIA VENETO BLVD,
SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE PROCEED TO
THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25

EAST; THENCE PROCEED EASTERLY ALONG THE SOUTHERN BOUNDARY OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, TO THE CENTER LINE OF PELICAN COLONY BLVD; THENCE PROCEED ALONG THE CENTER LINE OF PELICAN COLONY BLVD TO THE SOUTHERN BOUNDARY OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE PROCEED EASTERLY ALONG THE SOUTHERN BOUNDARY OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, TO THE SOUTHEASTERN CORNER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE PROCEED NORTHERLY ALONG THE EASTERN BOUNDARY OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, TO THE CENTER LINE OF COCONUT RD; THENCE PROCEED EASTERLY ALONG THE CENTER LINE OF COCONUT RD TO THE CENTER LINE OF NORTH COMMONS DR, SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE PROCEED SOUTHERLY ALONG THE CENTER LINE OF NORTH COMMONS DR TO THE CENTER LINE OF PELICAN COLONY BLVD, SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE PROCEED EASTERLY ALONG THE CENTER LINE OF PELICAN COLONY BLVD TO THE CENTER LINE OF S.TAMIAMI TRL, SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE PROCEED SOUTHERLY ALONG THE CENTER LINE OF S.TAMIAMI TRL TO THE SOUTHERN BOUNDARY LINE OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE PROCEED EASTERLY ALONG THE SOUTHERN BOUNDARY LINES OF SECTIONS 9,10,11, AND 12 OF TOWNSHIP 47 SOUTH, RANGE 25 EAST, AND THE SOUTHERN BOUNDARY LINES OF SECTIONS 7, 8, 9, 10, 11, AND 12 OF TOWNSHIP 47 SOUTH, RANGE 26 EAST, TO THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 47 SOUTH, RANGE 26 EAST; THENCE PROCEED NORTHERLY ALONG THE EASTERN BOUNDARY LINES OF SECTIONS 12 AND 1 TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 47 SOUTH, RANGE 26 EAST; THENCE PROCEED EASTERLY ALONG THE SOUTHERN BOUNDARY LINES OF SECTIONS 31, 32, 33, 34, 35 AND 36, TOWNSHIP 47 SOUTH, RANGE 27 EAST, TO THE POINT OF BEGINNING AND ALSO TO INCLUDE SECTION 25, TOWNSHIP 44 SOUTH, RANGE 24 EAST (KNOWN AS MARAVILLA).

EXHIBIT X
DISTRIBUTION AND COLLECTION OF RESIDENTIAL WHEELED
RECYCLING CARTS

September 15, 2014

- I. The requirements and conditions included in this Exhibit X are hereby established for franchise areas three (3) and five (5).
- II. Contractor will provide collection service that includes collecting an unlimited amount of recyclables, weekly, from each residential unit. Recycling containers will be changed from 18-gallon bins to (primarily) 65-gallon wheeled carts. The County will likely supply a certain (lesser) number of 35-gallon wheeled carts to Residential Units where such container is appropriate. Contractor will collect Recyclables from each applicable Residential Unit using the wheeled carts. Residents may set out additional recyclable material in an eighteen (18) gallon recycling bin (or other similar, suitable container). Large cardboard (OCC) may be placed outside of the cart and will also be collected by the Contractor.
- III. County will coordinate, receive, inventory, store, direct and supervise assembly, and direct and supervise distribution of one, approx. 65 or 35 gallon wheeled cart for each single family residential unit (that does not currently have a wheeled cart). Only (curbside) residential units approved by County will receive a 35 gallon cart. Contractor will assist County and its wheeled cart supplier with the distribution of such carts with respect to the coordination of the distribution in conjunction with the Contractor's normal recycling route schedule. Note: this service does not apply to Commercial Multi-Family Dwelling Curbside Can Service. The County will purchase, from one or more third-party vendors, all of the carts required for the franchise area with such purchase to include distribution by the cart vendor(s) to the residential units.
- IV. The approximate total number of Residential units that are provided curbside collection service, as of July 2014, is 41,400 in Franchise area 3 and 21,880 in Franchise area 5. Franchise areas 3 and 5 currently have approximately 6,050 and 6,000 residential units, respectively, using 65-gallon wheeled carts.
- V. The existing carts will not be replaced by new carts unless resident demonstrates existing cart is damaged so as not to be useable.
- VI. The County will provide a secure location at least ten (10) days prior to carts arriving from its Container Company. This area will be utilized by the Container Company for assembly and distribution of carts. Carts will be delivered in accordance with the Contractor's normal recycling route.

scheduled collection days. The county anticipates that it will take approximately 9 to 14 weeks to distribute the carts. The time period for the purchase and distribution of carts will occur during the first calendar quarter of 2015.

- VII. County will be responsible for collecting existing 18 gallon recycle bins from residential units (may be multiple bins per unit) and delivering same to the designated Lee County facility for the County's disposition.
- VIII. Contractor shall be responsible to maintain, repair, and replace wheeled carts, as necessary, during the Term of this Agreement. All carts distributed will be owned by the County.
- IX. County will be responsible for furnishing carts for newly constructed residential units.