

SIXTH AMENDMENT OF SOLID WASTE  
AND RECYCLING COLLECTION FRANCHISE AGREEMENT  
FOR LEE COUNTY SERVICE AREA NUMBER THREE (3)

THIS SIXTH AMENDMENT OF THE SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT (“Agreement”), Lee County Contract No. 5189, is made and entered into on this 20 day of June, 2020, by and between the Lee County Board of County Commissioners (“County”) and Waste Pro of Florida, Inc. (“Contractor”), collectively, “the Parties”.

RECITALS

WHEREAS, the County 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 Three (3) in Lee County (Agreement); and

WHEREAS, the Agreement will terminate on September 30, 2020 without further action by the parties,; and

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

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein as is set forth below.
2. **Amendments.** The Parties hereby agree that the following Articles in the Agreement are superseded as follows:

**ARTICLE 1. TERM**

The Term of this Agreement shall begin on October 1, 2020 for the initial period of four years plus an additional three one-year extensions, and unless sooner terminated by the County, this Agreement shall terminate on September 30, 2027.

**ARTICLE 6.D - Extraordinary Rate Adjustment:**

The Contractor will receive a one-time Residential Rate Adjustment of four percent (4.0%) equivalent to a total monthly rate of \$13.14 per Dwelling Unit. The calculation of this Rate Increase is based on the current FY19/20 Residential Collection Rates. The Contractor will further receive a four percent (4.0%) Commercial Collection Rate Adjustment for FY20/21. Future price adjustments (Consumer and Fuel Price Indices rate increase) must be requested in writing to the Solid Waste Director and require specific approval by the Board of County Commissioners. The not-to-exceed rates for Commercial Recycling Collection Service may not exceed the rate of Municipal Solid Waste Collection Service.

3. **Remainder.** All other provisions of the Agreement remain in full force and effect.

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, Inc. has executed this Agreement all as of the day and year first written above.

ATTEST: LINDA DOGGETT  
CLERK OF THE COURTS

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA



BY: \_\_\_\_\_

*Missy Flint*  
Deputy Clerk

BY: \_\_\_\_\_

*Brian Hamman*  
Brian Hamman, Chairman  
*Frank Mann*

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

BY: \_\_\_\_\_

*Bridgetta Fraser*  
Office of County Attorney

Waste Pro of Florida, Inc.

BY: \_\_\_\_\_

*John J. Jennings*  
Authorized Signature

NAME: \_\_\_\_\_

*John J. Jennings*

Printed Name

Witness

Witness

CORPORATE SEAL:



TITLE: \_\_\_\_\_

*CEO*



**CONTRACT REVIEW CHECKLIST****CONTRACT TYPE:** Service Provider**SUBJECT:** Project known as: Solid Waste and Recycling Collection Franchise Agreement – Area 3Between Lee County and Waste Pro of Florida, Inc. (3)**Reference:** Board action approving contract/agreement

Board Date: 6/16/20

Agenda Item No.:

21

**Please sign the attached documents on appropriate signature lines. When complete, please send entire packet to the next Department on the numbered list below. Please return to Procurement Management when fully completed.**

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement*Project Sponsoring Department*Recommendation to executeNot recommending execution for the following reason(s):

Date received: \_\_\_\_\_

Date returned/forwarded: \_\_\_\_\_

Signed: \_\_\_\_\_

(2) **By Procurement Management:**X Recommending executionNot recommending execution for the following reason(s):

Procurement Contract Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

Date received: \_\_\_\_\_

Date returned/forwarded: \_\_\_\_\_

Signed: \_\_\_\_\_

(3) **By the Risk Management**X Recommending executionNot recommending execution for the following reason(s):Date received: Jun 18, 2020Date returned/forwarded: Jun 19, 2020

Signed: \_\_\_\_\_

(4) **By the County Attorney:**X Recommending executionNot recommending execution for the following reason(s):Date received: 6-22-2020Date returned/forwarded: 6-22-2020Signed: [Signature](5) **Board**(6) **Clerk's Office, Minutes Department**(7) **Procurement Management**

Leah Chin

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2020 JUL - 1 AM 8:57

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