

FIRST AMENDMENT OF SOLID WASTE AND RECYCLING COLLECTION FRANCHISE
AGREEMENT FOR LEE COUNTY SERVICE AREA NUMBER FOUR

THIS FIRST AMENDMENT OF THE SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT FOR LEE COUNTY SERVICE AREA NUMBER FOUR, is made and entered into 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 an Agreement for the purchase of collection and hauling services for Franchise Service Area Number Four in Lee County, through Solicitation # RFP220049BJB, with Contractor on the 17th day of June, 2022 ("Agreement"); and,

WHEREAS, after execution of the Agreement, it was determined that several clauses from the Agreement scope needed to be revised to align more closely with the other franchise hauling agreements; and,

WHEREAS, County and Contractor desire to enter into this First Amendment to revise Item 4.A.1, Paragraph 7 and Item 13 of the Agreement.

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

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1. Item 4.A.1, Paragraph 7, which states:

“The Contractor shall deliver 60% of the municipal solid waste (MSW) and vegetative waste collected in its franchise area during 10 weeks of each County fiscal year to the Lee/Hendry Landfill in Felda, Florida, as designated and directed by the Contract Administrator. The Contractor shall make provisions to separate tires from other curbside collected waste when delivering MSW to the landfill.”

Shall be superseded by:

“Franchise haulers shall deliver municipal solid waste (MSW) and/or vegetative waste collected in its franchise area during each County fiscal year to the Lee/Hendry Landfill or other disposal location, as designated and directed by the County. The County will provide the volume of MSW and/or vegetative waste that must be diverted during the designated time period(s). There will be no cost for this service for Franchise Area 4.

If the Contractor maintains multiple Lee County Franchise Agreements, the designated volume and materials as provided by the County may be achieved using any combination of the Contractor’s multiple franchise areas; the costs for this service will be at the contractual rate established for the franchise area being diverted. Outside designated diversion periods, the Contractor may voluntarily divert materials to the Lee/Hendry Landfill with prior approval by the County and during normal landfill operating hours. Such approval may be revoked by the County with 24 hours prior notice to the Contractor. With approval from the County, waste from municipalities may be diverted by the municipality’s hauler, where an approved contract exists between the County and municipality to allow such diversion. There will be no payment for loads voluntarily diverted, or from franchise areas where an established fee for diversion has not been established in the Agreement. In the event that waste materials are directed to an alternate disposal facility by the County, the Contractor shall make arrangements to keep tires separate from other solid waste.”

2. The Vegetative Wastes paragraph under Item **13. SOLID WASTE AND MATERIAL RECYCLING FACILITIES** of the agreement shall be superseded by:

“Vegetative Wastes - The County's Processing Site on Buckingham Road.”


3. The Municipal Solid Waste (non-hazardous, non-infectious) paragraph under Item **13. SOLID WASTE AND MATERIAL RECYCLING FACILITIES** of the agreement shall be superseded by:

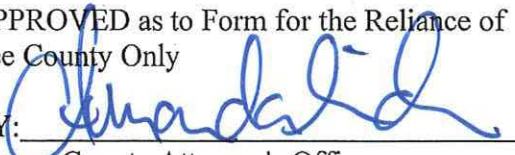
“Municipal Solid Waste (non-hazardous, non-infectious)- Lee County Resource Recovery Facility on Buckingham Road, as directed by the Contract Administrator.”

IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this 14 day of February, 2023 by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: 
Mary G. Tucker
Director of Procurement Management, on behalf of the Board of County Commissioners

APPROVED as to Form for the Reliance of Lee County Only
BY: 
County Attorney's Office

DATED this 6TH day of FEBRUARY, 2023 by Waste Pro of Florida, Inc.

ATTEST:

(Witness)

BY: 
Authorized Signature

KEITH BANASIAK
Authorized Signature Printed Name

CHIEF OPERATING OFFICER
Authorized Signature Title

CORPORATE SEAL:

