

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

THIS SECOND 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 Section 403.706 of the Florida Statutes requires each contract between a recovered materials processing facility and a county or municipality for processing residential recyclable material must include a definition of the term "contaminated recyclable material" that is appropriate for the local community; and,

WHEREAS, after execution of the Agreement, the County agreed to permit the Contractor 120 days, rather than 90 days to deliver the annual audit, as notated in Subsection G of Section 27. ACCESS AND AUDITS of the Agreement; and,

WHEREAS, County and Contractor desire to enter into this Second Amendment to add the definition for "contaminated recyclable material" to Section 2. DEFINITIONS of the Agreement and extend the delivery deadline for the annual audit in Subsection G of Section 27. ACCESS AND AUDITS of the Agreement from 90 to 120 days.

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

[Remainder of the page left intentionally blank.]

1. Section 2. DEFINITIONS of the Agreement shall be supplemented by:

“**Contaminated Recyclable Material**, pursuant to Section 403.706 of Florida Statute, means Program Recyclables in a Program Recyclables Cart that contains more than 25% (by volume or weight) non-recyclable, non-recoverable material. For the purposes of this definition only, the weight or volume of the material may be based on an estimate from a visual inspection of the material or photographs of the material.”

2. Subsection G of Section 27. ACCESS AND AUDITS of the Agreement shall be superseded by:

“**G.** The Contractor shall provide the County a Certified Financial Statement including, at a minimum, a Balance Sheet and an Income Statement representing the financial position and the results of operations respectively of the Contractor for each Service Area. The report must include the opinion of a Florida Certified Public Accountant, who has conducted an audit of the Contractor's books and records in accordance with Generally Accepted Accounting Principles, which include tests and other procedures necessary, that the Financial Statements are fairly presented, in all material aspects, in conformity with Generally Accepted Accounting Procedures. The annual audit shall reflect, at the very least, the format shown in Exhibit IV and the format must be approved by the County. The annual audit shall be delivered to the County within one-hundred and twenty (120) days of the twelve (12) month period ending the Contractor's fiscal year. If the Contractor's fiscal year coincides with the calendar year, the first year's audit shall be for a period of fifteen (15) months. No rate adjustments of any type will be granted to the Contractor unless all required audits and cost statements have been filed in a timely manner. Contractor shall perform commercial solid waste and recycling route audits annually.”

[Remainder of the page left intentionally blank.]

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

DATED this 3/29/2024 | 9:53 AM EDT by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

DocuSigned by:
Douglass L. Whitehead
BY: 764B298DA8E6491...
Douglass Whitehead
Director of Solid Waste, on behalf of the
Board of County Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

DocuSigned by:
Amanda L. Swindle
BY: EC9B5A5584DD473...
County Attorney's Office

DATED this 18th day of MARCH, 2024 by Waste Pro of Florida, Inc.

ATTEST:

[Handwritten Signature]

(Witness)

BY: [Handwritten Signature]

Authorized Signature

KEITH BANASIAK

Authorized Signature Printed Name

SVP / CHIEF OPERATING OFFICER

Authorized Signature Title

CORPORATE SEAL:

