

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

THIS THIRD 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, Section 6. CHARGES, RATES, PAYMENTS, DISPUTES, and INTEREST RATES of the Agreement permits the Contractor, with County approval, to be granted an annual rate adjustment to the Curbside Residential Solid Waste Collection Service, Commercial Solid Waste Collection Service and Curbside Residential Recycling Collection Service rates, using a Consumer Price Index ("CPI") calculation outlined in the Agreement. However, Section 6. CHARGES, RATES, PAYMENTS, DISPUTES, and INTEREST RATES does not provide for the same rate increase request for the Vegetative Storm Debris Collection Service rates in the "NOT-TO-EXCEED RATES FOR VEGETATIVE STORM DEBRIS COLLECTION SERVICE" section of the Exhibit II RATE SCHEDULE FOR FRANCHISE SERVICE AREA 4 of the Agreement; and,

WHEREAS, the parties desire to allow requests for rate increases to the Vegetative Storm Debris Collection Service rates in the "NOT-TO-EXCEED RATES FOR VEGETATIVE STORM DEBRIS COLLECTION SERVICE" section of the Exhibit II RATE SCHEDULE FOR FRANCHISE SERVICE AREA 4 of the Agreement;

WHEREAS, on May 16, 2023, the Lee County Board of County Commissioners approved a CPI increase of 13.79% to the aforementioned rates for the 2023-2024 Fiscal Year; and,

WHEREAS, on August 6, 2024, the Lee County Board of County Commissioners approved a CPI increase of 0.73% for the 2024-2025 Fiscal Year; and,

WHEREAS, the Parties also agree to apply the 13.79% CPI increase for the 2023-2024 Fiscal Year and the 0.73% CPI increase for the 2024-2025 Fiscal Year to the “NOT-TO-EXCEED RATES FOR VEGETATIVE STORM DEBRIS COLLECTION SERVICE” section of the Exhibit II RATE SCHEDULE FOR FRANCHISE SERVICE AREA 4 of the Agreement; and,

WHEREAS, County and Contractor desire to enter into this Third Amendment to memorialize the previously approved CPI increases for all of the aforementioned Curbside Residential Solid Waste Collection Service, Commercial Solid Waste Collection Service and Curbside Residential Recycling Collection Service rates for the 2023-2024 and 2024-2025 Fiscal Years in EXHIBIT II. RATE SCHEDULE FOR FRANCHISE SERVICE AREA 4, modify Section 6. CHARGES, RATES, PAYMENTS, DISPUTES, and INTEREST RATES of the Agreement to permit increase requests for the Vegetative Storm Debris Collection Service rates, and apply the same 13.79% CPI increase for the 2023-2024 Fiscal Year and the 0.73% CPI increase for the 2024-2025 Fiscal Year to the Vegetative Storm Debris Collection Service rates listed in the “NOT-TO-EXCEED RATES FOR VEGETATIVE STORM DEBRIS COLLECTION SERVICE” section of the Exhibit II RATE SCHEDULE FOR FRANCHISE SERVICE AREA 4 of the Agreement.

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

1. Effective contemporaneously with the effective date of the Agreement, the first paragraph of *Section A. Solid Waste and Recycling Collection Rate Adjustments* of Section 6.

CHARGES, RATES, PAYMENTS, DISPUTES, and INTEREST RATES of the Agreement shall be superseded by:

“For all Collection services, the charges shall be initially based on the rates established in Exhibit II, and as subsequently adjusted pursuant to this Agreement. The Contractor may receive an annual adjustment in the Curbside Residential Solid Waste Collection Service, Commercial Solid Waste Collection Service, Curbside Residential Recycling Collection Service and Vegetative Storm Debris Collection Service rates, beginning 12 months after the Start of Service Date.”

2. Effective October 1, 2023, the Exhibit II. RATE SCHEDULE FOR FRANCHISE SERVICE AREA 4, FY 2022-2023, of the Agreement shall be retitled: “Exhibit II. RATE SCHEDULE FOR FRANCHISE SERVICE AREA 4.”
3. The new increased rates for Curbside Residential Solid Waste Collection Service, Commercial Solid Waste Collection Service, Curbside Residential Recycling Collection Service, and Vegetative Storm Debris Collection Service listed in the updated Exhibit II. RATE SCHEDULE FOR FRANCHISE SERVICE AREA 4 implemented by this Amendment, and included in the updated tables below, shall go into effect on October 1 for the applicable fiscal year listed in the tables.
4. Effective October 1, 2023, the fee table titled “Service Rates for Solid Waste Recycling Collection Franchise Agreement – Service Area 4” in the newly titled Exhibit II. RATE SCHEDULE FOR FRANCHISE SERVICE AREA 4 of the Agreement shall be superseded by:

[Remainder of this page left intentionally blank.]

RFP220049BJB
Solid Waste and Recycling Collection Franchise Agreement – Area 4
Waste Pro of Florida, Inc. - Amendment No. 3

Contract # 9490

Service Rates for Solid Waste Recycling Collection Franchise Agreement - Service Area 4								
Section A: Residential Dwellings Curbside Collection Services (Single Family)								
Item	Collection Description	Dwelling Count (Estimated)	Price Per Dwelling/Month FY - 2022-2023		Price Per Dwelling/Month FY - 2023-2024		Price Per Dwelling/Month FY - 2024-2025	
A1	Garbage Waste	52,800	\$11.04		\$12.56		\$12.65	
A2	Recyclables	52,800	\$6.12		\$6.96		\$7.01	
A3	Vegetative Waste	52,800	\$4.29		\$4.89		\$4.93	
Section B: Commercial Multi-Family Dwelling Curbside Can Services								
Item	Collection Description	Number of Dwellings (Estimated)	Price Per Dwelling/Month FY- 2022-2023		Price Per Dwelling/Month FY- 2023-2024		Price Per Dwelling/Month FY- 2024-2025	
B1	Garbage and Recyclables	100	\$10.59		\$12.05		\$12.14	
Section C: Commercial Properties Container Collection Services (Including Multi-Family Dwellings, Businesses and Institutions)								
Item	Collection Description	Number of Commercial Containers (Estimated)	Container Rental Price FY-2022-2023	Collections Price Per PULL FY-2022-2023	Container Rental Price FY-2023-2024	Collections Price Per PULL FY-2023-2024	Container Rental Price FY-2024-2025	Collections Price Per PULL FY-2024-2025
C1	Commercial Can	387	\$0.00	\$15.92	\$0.00	\$18.12	\$0.00	\$18.25
C2	2 CY Dumpster	256	\$0.00	\$39.85	\$0.00	\$45.34	\$0.00	\$45.67
C3	4 CY Dumpster	199	\$0.00	\$39.85	\$0.00	\$45.34	\$0.00	\$45.67
C4	6 CY Dumpster	101	\$0.00	\$39.85	\$0.00	\$45.34	\$0.00	\$45.67
C5	8 CY Dumpster	178	\$0.00	\$39.85	\$0.00	\$45.34	\$0.00	\$45.67
C6	4 CY Vertical Compactor	2	\$3,600.00	\$55.40	\$0.00	\$63.04	\$0.00	\$63.50
C7	6 CY Vertical Compactor	1	\$3,600.00	\$55.40	\$0.00	\$63.04	\$0.00	\$63.50
C8	20 CY Dumpster	0	\$7,200.00	\$415.39	\$0.00	\$472.68	\$0.00	\$476.13
C9	30 CY Dumpster	6	\$7,200.00	\$415.39	\$0.00	\$472.68	\$0.00	\$476.13
C10	40 CY Dumpster	4	\$7,200.00	\$415.39	\$0.00	\$472.68	\$0.00	\$476.13
C11	10 CY Roll Off Container	0	\$1,200.00	\$338.88	\$0.00	\$385.61	\$0.00	\$388.43
C12	20 CY Roll Off Container	0	\$1,200.00	\$338.88	\$0.00	\$385.61	\$0.00	\$388.43
C13	30 CY Roll Off Container	3	\$1,200.00	\$338.88	\$0.00	\$385.61	\$0.00	\$388.43
C14	40 CY Roll Off Container	0	\$1,200.00	\$338.88	\$0.00	\$385.61	\$0.00	\$388.43

5. Effective October 1, 2023, the “NOT-TO-EXCEED RATES FOR VEGETATIVE STORM DEBRIS COLLECTION SERVICE” section of the Exhibit II. RATE SCHEDULE FOR FRANCHISE SERVICE AREA 4 of the Agreement shall be superseded by:

Cost for collecting excess vegetative storm debris after named storm events if and as directed by The Contract Administrator pursuant to Section 20.	<p>FY – 22-23 \$18.12 per loose cubic yard and \$30.61 per compacted cubic yard</p> <p>FY – 23-24 \$20.62 per loose cubic yard and \$34.83per compacted cubic yard</p> <p>FY – 24-25 \$20.77 per loose cubic yard and \$35.09 per compacted cubic yard</p>
--	---

[Remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Third Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

DATED 2/5/2025 | 8:58 AM EST by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

Signed by:

Mary G. Tucker

BY:

770F0BDB59DA44D...

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

DocuSigned by:

Amanda L. Swindle

BY:

EC9B5A5584DD473...

County Attorney's Office

DATED this 18TH day of DECEMBER, 2024 by Waste Pro of Florida, Inc.

ATTEST:

BY:

[Signature]
Authorized Signature

Bill Jones
(Witness)

KEITH BANASIAK
Authorized Signature Printed Name

CORPORATE SEAL



CHIEF OPERATING OFFICER
Authorized Signature Title