

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

THIS FIFTH AMENDMENT OF THE SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT, Lee County Contract No. 7126, is made and entered into on this 28th day of September, 2018 by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Advanced Disposal Services Solid Waste Southeast, Inc. ("Contractor"), collectively, the "Parties."

RECITALS

WHEREAS, the County entered into a Solid Waste and Recycling Collection Franchise Agreement, Lee County Contract No. 7126, dated April 21, 2015 with the Contractor such that the Contractor provides collection and hauling service for Franchise Service Area Number Four in Lee County ("Agreement");

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; and,

WHEREAS, the Parties desire to make certain amendments to the Agreement in accordance with Section 39. MODIFICATION of the Agreement.

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

1. The Parties hereby agree to amend the Agreement by supplementing it with the following terms:
"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 Four.

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."

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this Fifth Amendment of the Agreement has been executed on the date first written above.



ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Joyce Townsend

DEPUTY CLERK

[Signature]
(Witness)



Lee County: Board of County
Commissioners of Lee County, Florida

BY: [Signature]

Commissioner Cecil L. Pendergrass
Chair
Lee County Board of County Commissioners
District 2

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

BY: [Signature]

County Attorney's Office

Advanced Disposal Services Solid Waste
Southeast, Inc.

BY: [Signature]

Authorized Signature

John Spegal

Authorized Signature Printed Name

President

Authorized Signature Title