

Agenda Item #15
Revised Attachment #1
for
February 11, 2020

GENERAL BUSINESS

15. Consideration to Renew the Exclusive Franchise for Solid Waste Collection Services in Unincorporated Leon County
(County Administrator/ Office of Resource Stewardship)

Attachment #1 – Revised Amendment #1 for Franchise Agreement for Solid Waste Collection Service

BOARD OF COUNTY COMMISSIONERS
INTER-OFFICE MEMORANDUM

VIA ELECTRONIC DELIVERY

To: Vincent S. Long, County Administrator
Alan Rosenzweig, Deputy County Administrator

From: Herbert W.A. Thiele, County Attorney



Date: February 6, 2020

Subject: Revised Amendment #1 to Franchise Agreement for Solid Waste Collection Service

Attached hereto please find a revised Amendment #1 to Franchise Agreement for Solid Waste Collection Service. After the original Amendment was prepared, we decided to modify the language in paragraph 2 of the Amendment to better reflect the consensus and agreement of the parties. Please distribute this to the County Commission as a substitute to the attachment to the agenda item on the Solid Waste Collection Service.

If you have any questions, please contact the County Attorney's Office.

HWAT/et

Attachment: Amendment #1 to Franchise Agreement for Solid Waste Collection Service

AMENDMENT #1 TO FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

THIS AMENDMENT #1 TO FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE, is entered into on the date last signed by the parties hereto, and is by and between Leon County, Florida, a Charter County and political subdivision of the State of Florida (hereinafter referred to as the "County") and WastePro of Florida, Inc. (hereinafter referred to as the "Contractor").

WITNESSETH

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, County and Contractor do hereby agree as follows:

1. County and Contractor entered into an Agreement dated May 13, 2013, which is hereby amended as follows:
2. A new paragraph is added and incorporated as Section 9.5.1.6.1. If the County in its sole determination finds the Contractor's services being provided are not satisfactory or that complaints are excessive and not being resolved in a timely manner, then the Administrator may recommend to the Board an early termination of this Agreement without penalty to either party. Upon approval of the Board, the County will provide written notice within seven (7) business days, to the Contractor, the date the termination will occur.
3. Effective upon the execution of this Agreement, the commercial rates shall be in accord with Exhibit "A" attached hereto and made a part hereof.
4. All other provisions of the May 13, 2013, Agreement remain in full force and effect.
5. This Agreement shall become effective upon full execution hereof by both parties.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this AGREEMENT by their duly authorized signatories.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE FOLLOWS THIS PAGE]

CONTRACTOR

WITNESS: _____ BY: _____
Name [and Title, if appropriate]

WITNESS: _____ DATE: _____

STATE OF FLORIDA:
COUNTY OF LEON:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization

this _____ day of _____, 20 __, by _____, of
(Name of officer or agent, title of officer or agent)

_____, a _____ corporation,
(Name of corporation acknowledging) (State or place of incorporation)

on behalf of the corporation. He/she is personally known to me or has produced _____ as
(type of identification)
identification.

Signature of Notary

Print, Type or Stamp Name of Notary

Notary Commission Number

Notary Commission Expiration Date

LEON COUNTY, FLORIDA

BY: _____
Vincent S. Long, County Administrator

ATTEST:
GWENDOLYN MARSHALL, CLERK OF COURT
AND COMPTROLLER, LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
Herbert W.A. Thiele, Esq.
County Attorney