

**SIXTH AMENDMENT TO A RESIDENTIAL SOLID WASTE AND RECYCLABLE
MATERIALS COLLECTION FRANCHISE AGREEMENT**

(Service Area 1)

THIS SIXTH AMENDMENT (the “Sixth Amendment”) TO A RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION FRANCHISE AGREEMENT (Service Area 1) is made and entered into as of October 1, 2022, by and between Polk County (the “County”), a political subdivision of the State of Florida, and FCC Environmental Services Florida, LLC (the “Contractor”), a Florida limited liability company;

WHEREAS, in December 2016, the County entered into a Residential Solid Waste and Recyclable Materials Collection Franchise Agreement with a parent company of the Contractor (as subsequently amended and assigned to the Contractor, the “Agreement”) for the collection of Residential Solid Waste and Recyclables Materials from Service Area 1 within the unincorporated area of Polk County; and

WHEREAS, pursuant to the Agreement the Contractor receives monthly payments for providing Residential Collection Services based upon the number of Dwelling Units and the Rates established for each line of service; and

WHEREAS, Agreement Section 20 (b) states a process for adjusting Rates, but limits how often an adjustment can be made and the amount of each adjustment; and

WHEREAS, the County has noted how the extraordinary economic and business conditions of the past two years have produced an unprecedented and sustained increase in diesel fuel costs, a scarcity of parts needed to maintain and operate collection vehicles, a shortage of available replacement trucks, and a lack of qualified truck drivers and support personnel necessary to provide the collection services; and

WHEREAS, the increased costs for fuel, parts, and personnel exceed the amounts a prudent, experienced person could have reasonably projected when formulating the original Rates and cannot be timely compensated through the Agreement’s limited Rate adjustment process; and

WHEREAS, to account for the unexpected cost increases the County has determined it appropriate to increase the Rates to an amount equal to those paid for Residential Collection Services in Service Area 2, and the Parties enter this Sixth Amendment to modify the Agreement accordingly;

NOW, THEREFORE, in consideration of the mutual covenants stated herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree, as follows:

1. **Recitals.** The foregoing recitals are true, correct, and are a material part of this Amendment.
2. **Definitions.** Terms used but not defined in this Sixth Amendment have the meaning previously defined in the Agreement.

3. Rates. As of October 1, 2022, the aggregate Rates for the Residential Collection Service is adjusted to \$12.71 per Dwelling Unit per Month. The Administrator will allocate the adjusted Rate among the three lines of Residential Collection Service to establish the adjusted per unit/per month collection price for each service.

4. Counterparts. This Sixth Amendment may be executed in multiple counterparts, each of which shall be deemed an original binding document but all of which shall constitute one and the same instrument.

5. Effect. The Agreement, as modified by this Sixth Amendment, remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment as of the Effective Date.

ATTEST:

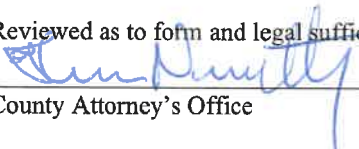
STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: 
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By: 
George Lindsey III, Chair
Board of County Commissioners

Reviewed as to form and legal sufficiency:


County Attorney's Office



ATTEST:

FCC Environmental Services Florida, LLC,
a Florida limited liability company

By: 
David Ramirez
PRINT NAME

IT Director
TITLE

By: 
Dan Brazil
PRINT NAME

COO
TITLE

SEAL

