

THIRD AMENDMENT AND RENEWAL OF THE  
INTERLOCAL AGREEMENT

THIS THIRD AMENDMENT AND RENEWAL OF THE INTERLOCAL AGREEMENT (this "Third Amendment") is entered into this 14th day of September, 2021, by and between Marion County, a political subdivision of the State of Florida, located at 601 S.E. 25th Ave., Ocala, Florida, 34471, (the "County") and City of Ocala, a Florida municipal corporation, located at 110 SE Watula Ave., 3rd Floor, Ocala, FL, 34471, (the "City").

WITNESSETH;

**WHEREAS**, the parties entered into an Interlocal Agreement dated December 5, 2006, for County to dispose of City's household hazardous and electronic waste items and the parties entered into an Amendment and Renewal of the Interlocal Agreement dated June 21, 2011, and a Second Amendment and Renewal on September 20, 2016 (all agreements collectively the "Interlocal Agreement");

**WHEREAS**, during the renewed term of the Second Amendment and Renewal of the Interlocal Agreement dated September 20, 2016, County has incurred increased costs of approximately 45% due primarily to the increased costs associated with the processing and transport of household hazardous waste, the increased cost to dispose of latex paint due to the closure of the Baseline Landfill; and the increased use of the Recycling Centers by residents of the City of Ocala;

**WHEREAS**, the parties have agreed that moving forward during the term of the Interlocal Agreement the fee paid to the County will be evaluated on an annual basis and adjusted utilizing CPI for All Urban Consumers (CPI-U) Series Id: CUUR0000SEHG- Series Title: *Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted* as provided by the U.S. Bureau of Labor Statistics;

**WHEREAS**, the Interlocal Agreement as amended is up for renewal;

**WHEREAS**, the Interlocal Agreement requires mandatory public records provisions pursuant to Chapter 119.0701, Florida Statutes; and,

**WHEREAS**, the parties wish to amend the Interlocal Agreement to reflect the increase costs, review and revise the fee paid on annual basis, renew the term, and comply with the statutorily imposed language, and, in consideration of the mutual covenants and conditions contained herein, it is hereby

**AGREED** that:

1. This Third Amendment shall amend and become a part of the Interlocal Agreement.

2. Article III CHARGES AND PAYMENT. Section 3.1 of the Interlocal Agreement is hereby amended to read as follows:

3.1. **Payment of Fees by City.** Commencing on the date of this Third Amendment and for the term of the Interlocal Agreement as renewed pursuant to paragraph "3" below, City shall pay **\$24,650.13** annually for City's participation in the household electronic waste and household hazardous waste delivered into the system by City residents or City's Residential Sanitation Supervisor. Fees shall now be reviewed on an annual basis no later than 90 days prior to the renewal date utilizing CPI for All Urban Consumers (CPI-U) Series Id: CUUR0000SEHG-Series Title: *Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted* as provided by the U.S. Bureau of Labor Statistics. The annual payment invoice shall be due and payable by City no later than the 25th day of the month in which the invoice is submitted to City.

3. Article VII TERM OF AGREEMENT at Section 7.1 of the Interlocal Agreement is hereby deleted in its entirety and replaced as follows:

7.1 **Term.** The Interlocal Agreement shall continue to be in full force and effect until September 20, 2026, with one (1) additional five (5) year renewal option upon consent of both parties.

4. Section 5 of the Second Amendment and Renewal of the Interlocal Agreement dated September 20, 2016, is deleted in its entirety and replaced with the following:

**Public Records.**

**A. IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE INTERLOCAL AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Office of Public Relations**

**601SE 25th Ave.**

**Ocala, FL 34471**

**Phone: 352-438-2300**

**Fax: 352-438-2309**

**Email: [Public Relations@MarionFL.org](mailto:PublicRelations@MarionFL.org)**

**B. IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS**

**RELATING TO THE INTERLOCAL AGREEMENT,  
CONTACT CITY'S CUSTODIAN OF PUBLIC RECORDS  
AT:**

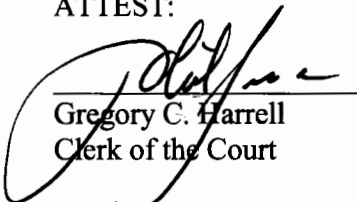
**Office of the City Clerk  
110 SE Watula Ave. Ocala, FL 34471  
Phone: 352-629-8266  
Fax: 352-629-5208  
Email: clerk@ocalafl.org**

C. Failure by either party to comply with public records law shall be grounds for immediate unilateral cancellation of the Interlocal Agreement by the other party

5. All other provisions and conditions of the Interlocal Agreement shall remain in full and effect:

**THEREFORE**, the parties here to have caused these presents to be executed, the day and year first above written.

ATTEST:

  
\_\_\_\_\_  
Gregory C. Harrell  
Clerk of the Court

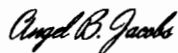
MARION COUNTY, FLORIDA


By:   
\_\_\_\_\_  
Jeff Gold, Chairman  
Board of County Commissioners

For reliance by Marion County only,  
approved as to form and legal sufficiency:


  
\_\_\_\_\_  
for: Matthew Guy Minter, County Attorney

CITY OF OCALA, A MUNICIPAL  
CORPORATION

Attest:   
\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

  
\_\_\_\_\_  
Justin Grabelle  
President, Ocala City Council

Approve as to Form:

  
\_\_\_\_\_  
Robert W. Batsel, Jr., City Attorney

<b>TITLE</b>	FOR SIGNATURES - Third Amendment to Interlocal Agreement for.....
<b>FILE NAME</b>	FOR SIGNATURES - ...al Services -.pdf
<b>DOCUMENT ID</b>	d450e1af8fd4daae82dff3008fb948a79a925756
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## Document History



SENT

**09 / 30 / 2021**  
12:40:31 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Justin Grabelle (jgrabelle@ocalafli.org) and Angel B. Jacobs (ajacobs@ocalafli.org) from drobinson@ocalafli.org  
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VIEWED

**10 / 06 / 2021**  
22:59:58 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)  
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SIGNED

**10 / 06 / 2021**  
23:02:37 UTC-4

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VIEWED

**10 / 07 / 2021**  
10:57:09 UTC-4

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SIGNED

**10 / 07 / 2021**  
10:57:21 UTC-4

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