

FIRST AMENDMENT TO AGREEMENT FOR BIOMEDICAL WASTE DISPOSAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR BIOMEDICAL WASTE DISPOSAL SERVICES ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SAFEWASTE OF FLORIDA, LLC**, a limited liability company duly organized and authorized to do business in the State of Florida (EIN# 03-0579467) ("Vendor").

WHEREAS, on March 26, 2020, City and Vendor entered into an Agreement for Biomedical Waste Disposal Services (the "Original Agreement"), City of Ocala Contract Number: PWD/190916 for a term of three (3) years, from June 1, 2020 to May 31, 2023; and

WHEREAS, Vendor has requested a five percent (5%) renewal pricing adjustment for line items 2 and 3 in accordance with the terms of the Original Agreement; and

WHEREAS, City and Vendor now desire to extend the Original Agreement, as amended, for the first of two one-year renewal periods available under the Original Agreement and to revise the pricing of certain line items to reflect a renewal pricing adjustment.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning **JUNE 1, 2023** and terminating **MAY 31, 2024**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for one (1) additional one-year (1-year) period upon written agreement between the parties.
4. **COMPENSATION.** Vendor shall be paid an amount not to exceed **TWO THOUSAND AND NO/100 DOLLARS (\$2,000)** as full and complete compensation for the provision of biomedical waste disposal services over the Renewal Term in accordance with the unit pricing set forth below.
5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

Item	Description	Cost
1	Pick up and disposal of sharps containers (96 gallon)	\$19.40
2	Pick up and disposal of box lined with biomedical waste storage bag, including replacement lined box	\$16.00
3	Attempted/unsuccessful pick-up fee	\$16.00
4	Replacement fee for 96-gallon container (Only if container broken)	\$250.00

If to Vendor:

Safewaste of Florida, LLC
Attn: Robert Romano
20241 NE 15th Court
Miami, Florida 33179
Phone: 305-654-3555
E-mail: bob@safewaste-fl.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this First Amendment on

02 / 09 / 2023.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Angel B. Jacobs
City Clerk

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

SAFEWASTE OF FLORIDA, LLC

William E. Sexton

William E. Sexton, Esq.
City Attorney

[Signature]

By: Safewaste of
Florida, LLC
(Printed Name)

Title: Operations
Manager
(Title of Authorized Signatory)

Title	Renewal of Agreement for Biomedical Waste Disposal Services...
File name	FOR SIGNATURE - A...te of Florida.pdf
Document ID	8968e54a16a09d2136fb0b6a3b437fbf99f4f813
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



02 / 07 / 2023
14:57:36 UTC-5

Sent for signature to William E. Sexton, Esq. (wsexton@ocalafl.org), Ken Whitehead (kwhitehead@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Safewaste of Florida, LLC (bob@safewaste-fl.com) from plewis@ocalafl.org
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02 / 08 / 2023
14:38:11 UTC-5

Viewed by William E. Sexton, Esq. (wsexton@ocalafl.org)
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02 / 08 / 2023
14:38:34 UTC-5

Signed by William E. Sexton, Esq. (wsexton@ocalafl.org)
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02 / 08 / 2023
18:09:50 UTC-5

Viewed by Ken Whitehead (kwhitehead@ocalafl.org)
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02 / 08 / 2023
18:10:28 UTC-5

Signed by Ken Whitehead (kwhitehead@ocalafl.org)
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Title	Renewal of Agreement for Biomedical Waste Disposal Services...
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Document ID	8968e54a16a09d2136fb0b6a3b437fbf99f4f813
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Status	● Signed

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02 / 09 / 2023
07:53:09 UTC-5

Viewed by Angel B. Jacobs (ajacobs@ocalafl.org)
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02 / 09 / 2023
07:53:23 UTC-5

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02 / 09 / 2023
11:02:30 UTC-5

Viewed by Safewaste of Florida, LLC (bob@safewaste-fl.com)
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02 / 09 / 2023
11:04:50 UTC-5

Signed by Safewaste of Florida, LLC (bob@safewaste-fl.com)
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02 / 09 / 2023
11:04:50 UTC-5

The document has been completed.