

SIXTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS SIXTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Sixth Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling for a term of five (5) years from October 1, 2018, through September 30, 2023, City of Ocala Contract Number: PWD/18-014 (the "Original Agreement"); and

WHEREAS, on December 30, 2019, City and Vendor entered into a First Amendment (the "First Amendment") of Agreement for Single-Stream Curbside Recycling, modifying the compensation in accordance with the escalation provisions in the Original Agreement; and

WHEREAS, on June 10, 2021, City and Vendor entered into a Second Amendment (the "Second Amendment") of Agreement for Single-Stream Curbside Recycling, to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on October 12, 2021, City and Vendor entered into a Third Amendment (the "Third Amendment") of Agreement for Single-Stream Curbside Recycling, to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on January 31, 2023, City and Vendor entered into a Fourth Amendment (the "Fourth Amendment") of Agreement for Single-Stream Curbside Recycling, to further amend the compensation per Section 3, Escalation of the Original Agreement utilizing the CPI-U Index; and

WHEREAS, on April 10, 2023, City and Vendor entered into a Fifth Amendment (the "Fifth Amendment") of Agreement for Single-Stream Curbside Recycling, extending the Original Agreement for the available five-year renewal period and further amending the compensation and contamination provisions.

WHEREAS, Vendor has requested to further amend the compensation terms in the Original Agreement, as amended.

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 Sixth Amendment.
3. **COMPENSATION.** Effective **OCTOBER 1, 2024**, the City shall pay the Vendor for the performance of the work, and in accordance with the contract documents a total of **\$406.79 per ton (FOUR HUNDRED SIX AND 79/100 DOLLARS/TON)** which represents a 3.8% increase based on the most recent **twelve (12) month** period of the CPI-U Index.
4. **NOTICES.** All notices, certifications or communications required by this Sixth 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:

If to Vendor:

Waste Pro of Florida, Inc.
Attn: Joseph Lourenco
408 Cypress Road
Ocala, Florida 34472
PH: 352-857-3387
E-mail: jolourenco@wasteprousa.com

If to City of Ocala:

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

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.gov

5. **COUNTERPARTS.** This Sixth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **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 Sixth Amendment. Further, a duplicate or copy of the Sixth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Sixth Amendment for all purposes.
7. **LEGAL AUTHORITY.** Each person signing this Sixth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Sixth 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 Sixth Amendment.

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

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

ATTEST:**CITY OF OCALA**

Angel B. Jacobs
City Clerk

Barry Mansfield
City Council President

Approved as to form and legality:**WASTE PRO OF FLORIDA, INC.**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)