

AMENDMENT AND RENEWAL OF THE INTERLOCAL AGREEMENT

THIS INTERLOCAL RENEWAL AGREEMENT AND AMENDMENT is entered into this 21st day of June 2011 by and between Marion County, a political Subdivision of the State of Florida, having an office and place of business at 601 S.E. 25th Avenue Ocala Florida, 32671, hereinafter referred to as the "County" and the City of Ocala, a Florida municipal corporation, having a business address at 151 S.E. Osceola Avenue Ocala Florida, 34471, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the County continues to investigate solid waste disposal issues in the County and the formulation of environmentally sound and economically viable solutions; and the parties hereto, in order to implement an effective household hazardous waste and household electronic waste program, and eliminate wasteful duplication and uneconomical operations it is desired that municipalities in the County enter into commitments to cooperate in addressing household hazardous and electronic waste management issues for the benefit of all residents of the City and the County; and

WHEREAS, City seeks assurance that the County will, during the term of this agreement, accept City's household hazardous waste and household electronic waste; and

WHEREAS, the parties have agreed to act in good faith and to take all necessary and appropriate actions, in cooperation with one another, to affect the purposes of this agreement; and

WHEREAS, On December 19, 2006, the City entered into an interlocal agreement with the County to dispose of household hazardous and electronic waste items at the Baseline Landfill.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the **COUNTY**, and the **CITY** agree to further amend the agreement as set forth herein and to the renewal of the amended agreement for the term agreed to herein, and that they shall comply with and be bound by all of the terms of this amended agreement as follows:

Article III CHARGES AND PAYMENT. Section 3.1 is hereby amended to read as follows:

3.1 **Payment of Fees by the City.** Commencing on October 1, 2011 and continuing for the term of this Agreement Amendment, City shall pay \$16,040.04 annually for City residents' participation in the household electronic waste and household hazardous waste delivered into the system by the City residents or its' Residential Sanitation Supervisors. The fee for participants shall be renegotiated at the time of renewal by the County or in accordance with the criteria set forth below. The annual payment invoice shall be due and payable by the City by the 25th day of the month in which the invoice is submitted to the City.

Article VI Miscellaneous. Section 6.6 is hereby amended to read as follows:

6.6 Notices. All notices required hereunder to either party shall be in writing and sent by Certified Mail, Return Receipt Requested to:

If to the City:

Director of Public Works Department
City of Ocala
1805 NE 30th Avenue BLDG. 300
Ocala, Florida 34470

With copy to:

Purchasing Agent
City of Ocala
1805 NE 30th Avenue BLDG. 300
Ocala, Florida 34470

If to the County:

Marion County Administrator
601 SE 25th Avenue
Ocala, FL 32671

With a copy to:

Marion County Attorney
601 SE 25th Avenue
Ocala, FL 32671

Article VII TERM OF AGREEMENT. Section 7.1 is hereby amended as follows:

7.1 Term. This agreement shall be in full force and effect from October 1, 2011 until September 30, 2016, with two (2) additional five (5) year renewal options upon the consent of both parties.

Copies also shall be provided by hand delivery or regular U.S. Mail to the on-site representatives of the **CITY** and **COUNTY**.

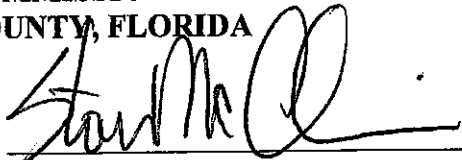
Changes in the representative addresses to which such notices may be directed may be made from time to time by either part by notice to the other party.

All other provisions and conditions of the original agreement and all amendments thereto shall remain in full force and effect.


PWD/06-002

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

**BOARD OF COUNTY
COMMISSIONERS OF MARION
COUNTY, FLORIDA**

By: 
Stan McClain
Chairman

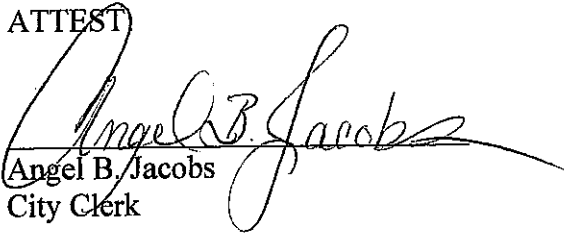
ATTEST:


David R. Ellspermann, Clerk

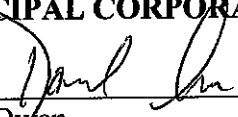
Approved as to form and legality:


Matthew Guy Minter, County Attorney

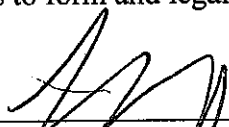
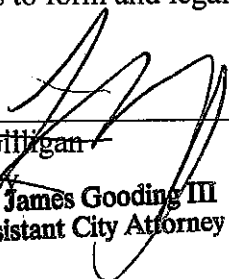
ATTEST


Angel B. Jacobs
City Clerk

**CITY OF OCALA, A FLORIDA
MUNICIPAL CORPORATION**


Daniel Owen
President, Ocala City Council

Approved as to form and legality


~~Patrick G. Gilligan~~
City Attorney

W. James Gooding III
Assistant City Attorney

ACCEPTED BY CITY COUNCIL
June 7, 2011
DATE
OFFICE OF THE CITY CLERK