



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Pederson Kassi (Dept) Solid Waste - 4230
Last First
 (Title) Fiscal Manager (Phone) 352-671-8485
 Signature Kassi Pederson Digitally signed by Kassi Pederson
Date: 2026.03.31 16:49:13 -04'00' Date 4/8/2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: Draft Document Approve as to Form RESUBMIT LRM No. _____
 Legal Opinion Other

Description of Request

I see the note on the LRM it states to enter new fee amount in section 3. Do we need to add the below language because this fee changes year to year?

The annual fee for the current fiscal year was \$28,264.46, which the City has already paid. For the next fiscal year, the fee will be \$28,264.46 plus the CPI increase for the period 10/2025-09/2026. In each subsequent year, the adjusted fee will continue to increase based on the applicable CPI for that fiscal year, with each increase compounding annually.

For more information or discussion, contact: Same as above
 (Name) _____ (Title) _____ (Phone) _____
Last First

Agenda Item? Yes No Agenda Date: Tuesday, July 7, 2026
 Agenda Deadline Date for Legal: _____ Agenda Deadline Date for Admin: _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-265R

Assigned to: Matthew Guy Minter, County Attorney Dana E. Olesky, Chief Asst. County Attorney Linda Blackburn, Asst. County Attorney Thomas Schwartz, Asst. County Attorney Valdoston Shealey, Asst. County Attorne

Outcome:

Approved as to form and legal sufficiency
 Approved with revisions: Suggested Completed
 Other:

Date Received:

RECEIVED
 By Wendy.Nalborczyk at 12:31 pm, Apr 08, 2026

Attorney Signature: [Signature] Date 4/8/26
 Staff Signature: [Signature] Date: 4/8/26 Returned: Department Admin
Completed

**FOURTH AMENDMENT AND RENEWAL OF
INTERLOCAL AGREEMENT**

THIS FOURTH AMENDMENT AND RENEWAL OF THE INTERLOCAL AGREEMENT (this "Fourth Amendment") is entered into this _____ day of _____, 2026, 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, a Second Amendment and Renewal on September 20, 2016, and a Third Amendment and Renewal on September 14th, 2021 (all agreements collectively the "Interlocal Agreement");

WHEREAS, during the renewed term of the Third Amendment and Renewal of the Interlocal Agreement dated September 14th, 2021, County has continued to incur increased costs in the processing and transport of the City's household hazardous waste and household electronic waste;

WHEREAS, the parties have agreed that moving forward during the fourth renewal term of the 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, and the applicable period for the CPI analysis will be the prior fiscal year, i.e. October 1 through September 30. The County will invoice the City each November during the renewal term;

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 increased costs, and review and revise the fee paid on an annual basis, to 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 Fourth 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. Payment of Fees by City. Commencing on the date of this Fourth Amendment and for the term of the Interlocal Agreement as renewed pursuant to paragraph "4" below, City shall pay **\$28,264.46** 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 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. County hereby acknowledges receipt of \$28,264.46 for the current fiscal year. For illustrative purposes, for the next fiscal year, the fee will be \$28,264.46 plus the CPI increase for the period 10/2025-9/2026. In each subsequent year, the adjusted fee will continue to increase based upon the applicable CPI increase for that fiscal year, with each increase compounding annually.

4. 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 from the date of execution set forth above until September 20, 2031, with one (1) additional five (5) year renewal option upon consent of both parties.

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

Remainder of page intentionally left blank. Signature page follows.

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

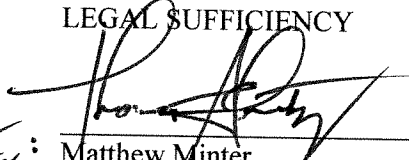
ATTEST:

MARION COUNTY, FLORIDA

Gregory C. Harrell
Clerk of the Court

By: _____
Carl Zalak III, Chairman
Board of County Commissioners

FOR RELIANCE BY
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

For: 

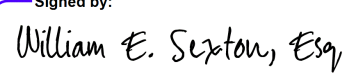
Matthew Minter,
Marion County Attorney

**CITY OF OCALA, A MUNICIPAL
CORPORATION**

City Clerk

By: _____
President, Ocala City Council

Approve as to Form:

Signed by:


4A55A88A8ED04F3...
City Attorney

Certificate Of Completion

Envelope Id: 1DF37038-095A-827D-82B0-04E7AC4FAC8F

Status: Completed

Subject: FOR SIGNATURE - (PWD 06-002) Interlocal Agreement for Hazardous and Electronic Waste Renewal

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Amber Bartleson

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

abartleson@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Amber Bartleson

Location: DocuSign

5/1/2026 9:52:24 AM

abartleson@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Signature

Timestamp

William E. Sexton, Esq.

Signed by:

 4A55AB88A8ED04F3...

Sent: 5/1/2026 9:53:20 AM

wsexton@ocalafl.gov

Viewed: 5/7/2026 12:58:46 PM

City Attorney

Signed: 5/7/2026 12:59:15 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM

ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

5/1/2026 9:53:20 AM

Certified Delivered

Security Checked

5/7/2026 12:58:46 PM

Signing Complete

Security Checked

5/7/2026 12:59:15 PM

Completed

Security Checked

5/7/2026 12:59:15 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.