

**EIGHTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING**

THIS EIGHTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Eighth 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**, on October 30, 2024, City and Vendor entered into a Sixth Amendment (the "Sixth Amendment") of Agreement for Single-Stream Curbside Recycling, amending the compensation terms in the Original Agreement.

**WHEREAS**, on September 22, 2025, City and Vendor entered into a Seventh Amendment to Agreement for Single-Stream Curbside Recycling to increase contract compensation pursuant to the CPI-U Index; and

**WHEREAS**, on January 13, 2026, at the Solid Waste Revenue Sufficiency Study Workshop, City Council directed staff to eliminate single-stream curbside recycling for City sanitation customers effective July 1, 2026; and

**WHEREAS**, City and Vendor wish to further amend the Agreement to comply with the City Council directive.

**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.** Effective **JULY 6, 2026**, 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 Eighth Amendment.
3. **AMENDMENT TO EXHIBIT A.** The document attached to the Original Agreement, as amended, as **Exhibit A – Scope of Service** is hereby deleted and replaced in its entirety with **Amended Exhibit A – Scope of Service**.
4. **AMENDMENT TO EXHIBIT B.** The document attached to the Original Agreement, as amended, as **Exhibit B – Tagging Procedures** is hereby deleted in its entirety from this Agreement.
5. **SERVICES.** Vendor shall provide all materials, labor, and equipment to process recyclable materials at its Materials Recovery Facility (MRF) as described, and pursuant to the scope of service set forth on the attached **Amended Exhibit A – Scope of Services**. This Agreement, and all exhibits, hold precedence over the Solicitation Documents.
6. **COMPENSATION.** The City shall pay the Vendor for the performance of the services, and in accordance with the contract documents a total of **\$125.00 per ton (ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS/TON)**.
7. **PURCHASE OF CARTS.** City shall pay Vendor **EIGHTEEN AND NO/100 DOLLARS PER CONTAINER (\$18.00/container)** for each single-family residential recycling cart, based on the number of single-family unit customers currently receiving sanitation services from the City. Vendor shall be responsible for removing recycling containers from multi-family and commercial properties.
8. **NOTICES.** All notices, certifications or communications required by this Eighth 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](mailto:jolourenco@wasteprousa.com)

If to City of Ocala:

Daphne M. Robinson, Contracting Officer  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
PH: 352-629-8343  
E-mail: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)



Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
Phone: 352-401-3972  
E-mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

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

**IN WITNESS WHEREOF,** the parties have executed this Eighth Amendment on

\_\_\_\_\_.

**ATTEST:**

**CITY OF OCALA**

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

\_\_\_\_\_  
Ire Bethea, Sr.  
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)

The City shall collect recyclable materials from City-owned recycling drop-off sites and deliver them to the Vendor's Materials Recovery Facility (MRF). Vendor shall be responsible for the processing of recyclable materials. The City will drop off recyclable materials to the Vendor's MRF between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday.

**Definitions**

**Recyclables** – Objects that can be salvaged, processed and used again.

**Recyclable processing** – Sorting and/or delivering recyclables to a certified recycling facility.

**Landfilling** – A system of trash and garbage disposal in which the waste is buried between layers of earth in an appropriately permitted facility.

**Vendor Responsibilities**

Vendor will be responsible for the processing of recyclables in the most cost efficient and effective manner. It is the sole responsibility of the Vendor to perform the necessary activities in accordance with requirements of any permits and applicable laws.

**Scope of Service**

Vendor will process, and market recyclable materials including:

1. Aluminum products; bi-metal/steel cans;
2. PET, PETE, HDPE plastic containers (includes colored, #1-7 plastics);
3. Newspapers and inserts; phone books; junk mail; office paper; old corrugated cardboard (OCC); paperboard; magazines; cereal boxes.

**Revenues**

Vendor will receive 100% of the revenues from the sale of recyclables.

**Contamination**

All recycling materials collected will be delivered by the City to the Vendor. Landfilling of approved recycling materials will be prohibited, apart from material contamination. The Vendor must report on a quarterly basis the landfilling of contaminated materials, detailing the amount of landfilled materials.

The City will pay for contamination (out-throws) that exceeds 10% of the monthly recyclable materials delivered by the City, at the rate of \$125.00 a ton. Updated composition studies will be done every 12 months thereafter to determine the charge for out-throws for that period.

**Recycling Bins**

The City shall purchase the existing recycling bins at single-family units located within City limits that were provided by Vendor as part of this Agreement. The City will collect the recycling bins from customer addresses within City Limits. Vendor shall remove existing recycling containers from multi-family units and commercial buildings.

## **Reporting Requirements**

Vendor shall keep accurate program records and submit reports to comply with the City's reporting requirements. These reports are extremely important, as they will serve as a means to inform the City's staff of the status of recycling activities. The City also requires the Vendor to provide certifiable, accurate monthly weight receipts for all materials collected in the City's program and marketed by the Vendor. Monthly, quarterly and annual reporting requirements are outlined below:

### **Monthly Project Reports**

- Summaries of the tonnages of all materials recovered
- Any changes in processing locations or outlets for any commodity.

### **Quarterly Reporting Requirements**

- Tonnages recovered by material and where they were processed.
- Discussion of problems and noteworthy experiences in program operation.
- Summary of all complaint calls received by number and type.

### **Annual Reports**

- Summary of recovered materials' tonnage and type, and where they were processed.
- A discussion of highlights and problems, and measures taken to resolve problems and increase efficiency.