

PWR/ 06-002

SECOND AMENDMENT AND RENEWAL OF THE INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT AND RENEWAL OF THE INTERLOCAL AGREEMENT (this "Second Amendment") is entered into this 20th day of September 2016, 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 29, 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, (both agreements collectively the "Interlocal Agreement");

WHEREAS, during the renewed term of the Amendment and Renewal of the Interlocal Agreement dated June 21, 2011, County has incurred increased costs of approximately 6% for the electronics and hazardous waste processing, due primarily to Cathode Ray Tube electronics being assessed as lead based glass requiring County to remove and dispose of the glass; declining oil market causing used oil, previously a receivable for the County, to become a payable item for the County; increased costs associated with hazardous waste disposal; and, a rise in the volume of City's citizens disposing of hypodermic needles or other sharps known as the Sharp Program;

WHEREAS, the addresses of both parties for Notices as provided in the Interlocal Agreement requires updating;

WHEREAS, the Interlocal Agreement by its terms 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 increase costs, update the addresses for notices, 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 Second Amendment shall amend and become a part of the Interlocal Agreement.

CERTIFIED TRUE COPY
Certified A True Copy
of 4 page document
this 20th day of Sept. 2016
DAVID R. ELLSPERMANN
Clerk of Court
BY C. Bommarito D.C.

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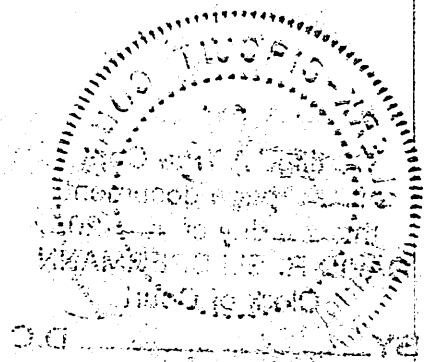
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2. Article III CHARGES AND PAYMENT. Section 3.1 of the Interlocal Agreement is hereby amended to read as follows:

3.1. **Payment of Fees by City.** Commencing on the date of this Second Amendment and for the term of the Interlocal Agreement as renewed pursuant to paragraph "4" below, City shall pay \$17,002.44 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 renegotiated at the time of renewal by County or in accordance with the criteria set forth in the Interlocal Agreement. 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.

3. Article VI MISCELLANEOUS. Section 6.6 of the Interlocal Agreement 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:

City: Director of Contracts
110 SE Watula Ave., 3rd Floor
Ocala, FL, 34471

With copy to: City Attorney
1531 SE 36th Ave.
Ocala, FL 34471

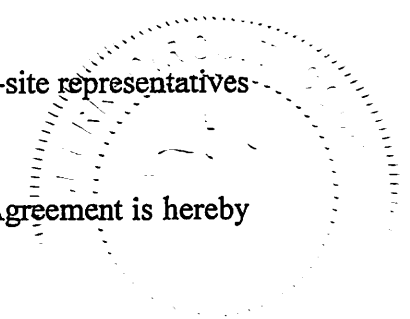
County: Marion County Administrator
601 SE 25th Ave.
Ocala, Florida 34470

With copy to: Marion County Attorney
601 SE 25th Ave.
Ocala, Florida 34470

And email to: Procurement@MarionCountyFL.org.

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

4. Article VII TERM OF AGREEMENT. Section 7.1 of the Interlocal Agreement is hereby amended as follows:



7.1 **Term.** The Interlocal Agreement shall be in full force and effect from October 1, 2016 until September 30, 2021, with one (1) additional five (5) year renewal option upon consent of both parties.

5. **Public Records.**

- A. **IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE INTERLOCAL AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Office of Public Information
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2309
Email: PIO@MarionCountyFL.org**

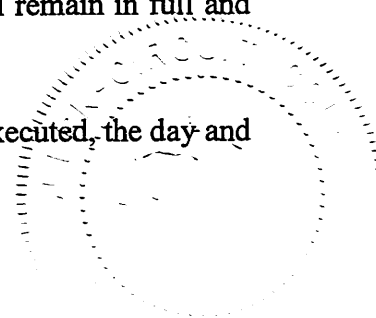
- B. **IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE INTERLOCAL AGREEMENT, CONTACT CITY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Office of the City Clerk
110 SE Watula Ave.
Ocala, FL 34471
Phone: 352-629-8266
Fax: 352-629-5208
Email: clerk@ocalafl.org**

- C. Failure by either party to comply with public records law shall be grounds for immediate unilateral cancellation of the Interlocal Agreement by the other party

6. All other provisions and conditions of the Interlocal Agreement shall remain in full and effect.

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



MARION COUNTY, FLORIDA

By, Kathy Bryant
Kathy Bryant, Chairman
Board of County Commissioners

Attest: [Signature]
David R. Ellsperman
Clerk of the Court

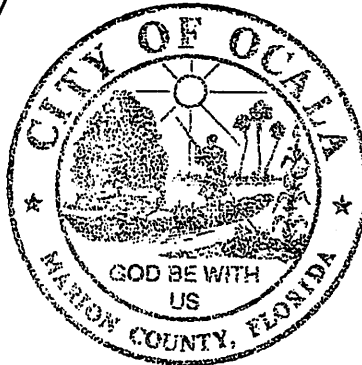
APPROVED AS TO FORM:

[Signature] ELIZABETH ALT
Matthew Guy Minter, County Attorney

CITY OF OCALA, A MUNICIPAL CORPORATION

[Signature]
James P. Hilty, Sr.
President, Ocala City Council

Attest: [Signature]
Angel B. Jacobs
City Clerk



APPROVE AS TO FORM:

[Signature]
Patrick G. Gilligan, City Attorney

ACCEPTED BY CITY COUNCIL
September 6, 2016
DATE
OFFICE OF THE CITY CLERK