

FIRST AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS FIRST AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("First Amendment") is entered into this 30th day of December, 2019, by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a 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 (the "Original Agreement"), City of Ocala Contract Number: PWD/18-014; and

WHEREAS, the term of the Original Agreement commenced on October 1, 2018 and is set to expire on September 20, 2023; and

WHEREAS, City and Vendor desire are amending the compensation per the provisions of Section 3, Escalation of the Original Agreement.

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 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 First Amendment.
3. **COMPENSATION.** The City shall pay the Vendor for the performance of the work, and in accordance with the contact documents a total of **\$337.98 per ton (THREE HUNDRED, THIRTY-SEVEN AND 98/100 DOLLARS)**. The City guarantees a minimum 3,800 tons during a 12-month recycling period. Beginning every October 1st of the contract year, if recycling collections are less than 3,800 tons for the preceding 12-month period, the Vendor may invoice the City for the difference up to 3,800 tons at the contract price.

4. **NOTICES.** All notices, certifications or communications required by this First 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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:

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

If to City of Ocala:

Tiffany L. Kimball, Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8366 FAX: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

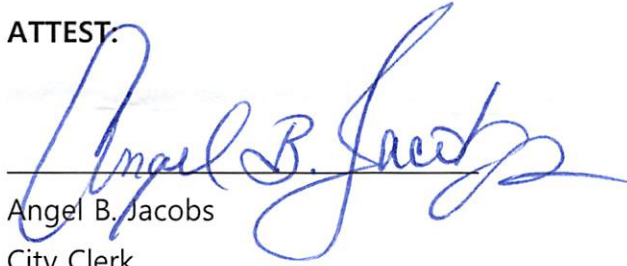
Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-867-7707 FAX: 352-867-0237
Email: pgilligan@ocalalaw.com

5. **COUNTERPARTS.** This First 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 First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

7. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First 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 First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date set forth above

ATTEST:




Angel B. Jacobs
City Clerk

CITY OF OCALA:



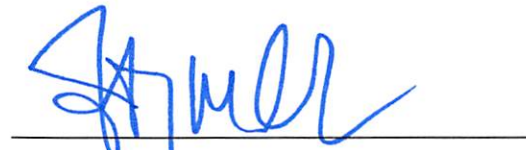
Ken Whitehead
Assistant City Manager

Approved as to form and legality:



Robert W. Batsel, Jr.
Assistant City Attorney

WASTE PRO OF FLORIDA, INC.



Vice President or higher