

THIRD AMENDMENT TO THE AGREEMENT

In accordance with the Yard Waste Mulching & Disposal Agreement entered into on March 1, 2019, and all of its amendments (if any), collectively (the "Agreement") this Third Amendment to the Agreement (this "Amendment") is made and entered into by and between **D&G Solutions Group LLC**, whose address is 5451 SE Maricamp Rd, Ocala, FL 34480; possessing FEIN **61-1789875**, (hereinafter referred to as "Contractor") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of Contractor, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and Contractor (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 19B-111, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment removes the cap on Consumer Price Index (CPI) rate increase requested due to the volatile market. The contractor and County shall review CPI quarterly to allow for periodic adjustments as needed. The first quarter would start July 1st 2022.
3. This Amendment is renewed for one (1) year, effective May 1, 2022, through April 30, 2023 (the "Term") and adds a Consumer Price Index (CPI) rate increase of 7%, pending Board approval. Pricing increases the grinding from \$13.94 to \$14.92 per ton whereas the hauling increases from \$2.50 to \$2.68 per ton. An additional one (1) year renewal is available, pending mutual agreement and Board approval.
4. This Amendment adds a clause for fuel escalation/de-escalation. The base rate is \$2.50 per gallon for off-road diesel. The base rate for on-road diesel is \$2.99 per gallon. CONTRACTOR shall submit monthly reports to the using Department showing the total usage and average cost calculation for both types of fuel. Any amounts positive from the base rate will be used to calculate the fuel escalation based on the agreed fuel usage for the month and will be paid to the CONTRACTOR by the COUNTY. Any amounts negative from the base rate will be used to calculate the fuel de-escalation based on the agreed fuel usage for the month and will be paid to the COUNTY from the CONTRACTOR.
5. This Amendment adds the following provisions to the Agreement:
6. **Public Records Compliance.**
Section "12" of the Agreement regarding Public Records Compliance is deleted in its entirety and replace with the following:

Section 12 – Public Records Compliance

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

Public Relations | 601 SE 25th Ave | Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

- B. Contractor shall comply with public records laws, specifically:**

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if Contractor does not transfer the records to COUNTY; and,

- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of Contractor or keep and maintain public records required by COUNTY to perform the Work. If Contractor transfers all public records to COUNTY upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If Contractor fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

7. Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery.

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: cditty@dgsolutions.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

CARL ZALAK III DATE
CHAIRMAN

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

BCC APPROVED: May 17, 2022
19B-111-CA-03 Yard Waste Mulching & Disposal

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

D&G SOLUTIONS GROUP LLC

SIGNATURE

BY:

DATE

PRINTED NAME

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME