

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Solid Waste Alternative Waste Management Methods Agreement entered into on July 15, 2025, and all of its amendments (if any), collectively (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into by and between **Friends Recycling, LLC**, whose address is 2350 NW 27th Avenue, Ocala, FL 34475; possessing FEIN **59-3598319**, (hereinafter referred to as "FIRM") 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 completion of all services required of FIRM, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and FIRM (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 25P-014, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. Section 5, Compensation, of the Master Agreement is hereby deleted in its entirety and replaced with the following:

Section 5 – Compensation. FIRM shall be compensated, under COUNTY's established procedure, at a base rate of \$25.00 per ton for Waste Management Services, which breaks down to the following components: \$5.00 per ton for loading, and \$20.00 per ton for hauling.

The hauling rate of \$20.00 per ton is subject to a fuel cost adjustment based on the Lower Atlantic Fuel Index. For every \$0.08 per gallon increase in the fuel price that exceeds \$4.00 per gallon, a 1% increase will be applied to the hauling rate. This adjustment will be reviewed and applied monthly.

The base compensation of \$25.00 per ton is subject to an annual adjustment based on the Consumer Price Index. This CPI adjustment will be evaluated annually on the anniversary of the Contract's effective date, and any adjustments will reflect the percentage change in the CPI from the previous year. The adjusted compensation will be rounded to the nearest cent and take effect within 30 days of the evaluation.

The total combined adjustments for fuel and CPI shall not exceed a maximum of 5% per year unless otherwise agreed by both parties in writing.

3. Exhibit A – Scope of Services, Item 3, of the Master Agreement is hereby deleted in its entirety and replaced with the following:

3. Disposal

- The Contractor shall haul an amount of materials received to the Heart of Florida Landfill (HOF)
- The Contractor shall provide HOF with the GFL outbound ticket number for reconciliation purposes.
- Materials shipped to HOF will be billed on Marion County's account.
- The Contractor shall establish an outbound scale code, to track loads hauled to HOF which will be billed to the County. A report will be provided twice per month to coincide with HOF billings.
- Contractor shall keep inbound and outbound volumes similar for the month.

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

KATHY BRYANT DATE
CHAIRMAN

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

BCC APPROVED: November 4, 2025
25P-014-CA-01 Solid Waste Alternative Waste Management
Methods

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

FRIENDS RECYCLING, LLC

SIGNATURE

PRINTED NAME

BY: DATE

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME