

### THIRD AMENDMENT TO THE AGREEMENT

In accordance with the Single Stream Recycling (SSR) Materials Processing and Marketing Agreement entered into on June 5, 2012, as amended (the "Agreement") this Third Amendment to the Agreement (this "Amendment") is made and entered into by and between Waste Pro of Florida, Inc, whose address is 2101 W SR 434, 3rd Floor, Longwood, FL 32779; possessing FEIN 59-3701785, (hereinafter referred to as "CONTRACTOR") and Marion County, a political subdivision of the State of Florida, 60 I 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.

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 12P-039, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. The Parties hereby amend the Agreement, by deleting Section 3 (H) of the Second Amendment, thereto in its entirety and replacing it with the following:
  - A. The County shall pick-up, haul and dispose of at no charge to the CONTRACTOR the residue produced from the SSR processing from approved Franchise Haulers and the County's recycling centers. The CONTRACTOR shall provide full access to allow the COUNTY the ability to place a 40-yard container at the site in a manner that supports pick-up and drop-off of the container. The amount of residue to be accepted will be based on the contamination rate calculated in the annual composition study. The CONTRACTOR further agrees to load the 40-yard containers within the legal standards set forth by the Florida Department of Transportation.
3. The Parties hereby amend the Agreement by deleting Section 3 in its entirety and replacing it to charge a fee per ton for Single Stream Recycling (SSR) received for processing from COUNTY or approved County Franchise Hauler for processing the SSR at the Ocala Material Recovery Facility (MRF) will be calculated as described below:
  - A. The parties agree to a Processing Fee of **\$120.00 per ton**. The Processing Fee shall be reviewed on an Annual Basis, on or before May 1<sup>st</sup> of each year. The parties agree to review the Processing Fee and adjust, as needed.
  - B. The parties agree to monitor a ninety (90) day rolling average AMV which will be subtracted from the Processing Fee identified in Section 3A above. Should the AMV be greater than the Processing Fee the COUNTY shall receive the value greater than the Processing Fee on a per ton basis, within the monthly billing period.
  - C. CONTRACTOR shall provide the AMV each month with the invoice for the processing of the materials. The invoice will not be processed without the monthly AMV submittal.
  - D. CONTRACTOR may request an annual CPI adjustment to the processing fee based upon the Consumer Price Index for Water and Sewer and Trash Collection Services in U S C i t y A v e r a g e (CUUR0000SEHG). While the CPI adjustment is not guaranteed, it will be given every reasonable consideration for approval by COUNTY. If COUNTY denies the requested CPI increase, and is unable to negotiate in good faith a mutually agreeable increase with CONTRACTOR, CONTRACTOR shall have the option to terminate the agreement with a written 180 day notice.
4. All references in the Agreement and all amendments thereto, to "Marion Co Board of County Commissioners", "Marion County Board of County Commissioners", and "Owner" are deemed to mean COUNTY as defined herein.
5. INSURANCE.
  - A. Section '10' of the Agreement requiring in part that the company issuing the required Certificate of Insurance have an A.M. Best Company rating of at least a B+ is modified solely to delete the words "at least a B+" and replace them with "at least an A-."

6. EMPLOYEE ELIGIBILITY VERIFICATION.

Section '17' of the Agreement regarding E-Verify is deleted in its entirety and replaced with the following:

A. Section 17 – E-Verify, pursuant to Section 448.095, F.S. Section 448.095, Florida Statutes, requires FIRM to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into the Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.

1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
2. FIRM has agreed to perform in accordance with the requirements of this Section and agrees:
  - a) FIRM certifies and assures COUNTY that FIRM is currently in full compliance with Section 448.095, Florida Statutes and it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees and will continue to do so throughout the Term. This certification and assurance is a material term on which COUNTY relies in entering into the Agreement.
  - b) COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), Florida Statutes, that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
  - c) When FIRM enters into a contract with an employee, a contractor or a subcontractor, FIRM shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
  - d) FIRM shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
  - e) FIRM shall immediately terminate the Contracting Party if FIRM has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.
  - f) If COUNTY has a good faith belief that FIRM's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the Contracting Party. FIRM agrees that upon such an order, FIRM shall immediately terminate the Contracting Party. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
  - g) If COUNTY terminates the Agreement with FIRM, FIRM may not be awarded a public contract for a least one (1) year after the date of termination.
  - h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
  - i) Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
  - j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
  - k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

7. SCRUTINIZED COMPANIES, pursuant to Section 287.135, F.S.

Adds Section 19 to the Agreement with the following:

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
  - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section

- 215.473, F.S., or
- b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
    - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
    - b. Engaged in a boycott of Israel.
- B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria:
1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
  2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
    - c. Been engaged in business operations in Cuba or Syria.
  3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
    - c. Been engaged in business operations in Cuba or Syria; or
    - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
  4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
    - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria:
1. Was entered into or renewed on or after July 1, 2018, and
  2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

## 8. SOVEREIGN IMMUNITY

Adds Section 20 to the Agreement with the following:

Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

9. ON-GOING COMPLIANCE

Adds Section 21 to the Agreement with the following:

The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

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:

*Greg C. Harrell* 11/16/2021  
GREGORY C. HARRELL, DATE  
CLERK OF COURT

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

*Carl Zalak III* 11/16/21  
CARL ZALAK III DATE  
CHAIRMAN

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

BCC APPROVED: November 16, 2021  
12P-039-CA-031 Single stream Recycling

*Matthew C. Minter* 10/21/2021  
For: MATTHEW C. MINTER, DATE  
MARION COUNTY ATTORNEY

WITNESS:  
*Matenie Keteer*  
SIGNATURE  
Matenie Keteer  
PRINTED NAME

WASTE PRO OF FLORIDA, INC  
*North Banasik* 10/5/21  
BY: DATE  
North Banasik  
PRINTED:  
SVP/COO  
ITS: (TITLE)

WITNESS:  
*Kathi Sapers*  
SIGNATURE  
Kathi Sapers  
PRINTED NAME