

SECOND AMENDMENT TO THE AGREEMENT

In accordance with the Single Stream Recyclable (SSR) Materials Processing and Marketing Agreement entered into on June 5, 2012, as amended (the "Agreement") this Second 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, 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 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 Section 1 of the Agreement to provide for a single ten (10) year renewal, effective January 1, 2018 and ending December 31, 2027 (the "Term").
3. The Parties hereby amend Section 2 of the Agreement to provide for the following scope modifications:
 - A. COUNTY assumes all collection of single stream recyclables (SSR) at its 18 recycling centers; all recycling material collected will be delivered to Waste Pro MRF in Ocala.
 - B. CONTRACTOR will coordinate the pickup of its recycling containers at COUNTY's recycling centers. Coordination will be with the Solid Waste Department to ensure COUNTY replacement boxes are installed (approximately 45 day process). Date for collection box swap-out will be January 1, 2018.
 - C. To resolve all remaining CONTRACTOR issues from the last term's deficiencies in public education and promotional contract activities CONTRACTOR shall:
 - i. Provide a single stream hands-on display for the Discovery Museum in Ocala for at least a 90 day period, to be coordinated with the Discovery Museum.
 - ii. CONTRACTOR agrees to revise the SSR video to focus on recycling at the County's recycling centers and CONTRACTOR MRF function in recycling. To ensure the completion of the educational/promotional video is completed in a timely period, Waste Pro agrees to provide a performance bond of \$50,000 for the completion of the video. The production of the video will be performed with the full cooperation and participation of COUNTY's Public Information Office.
 - D. CONTRACTOR shall perform, in conjunction with COUNTY, a material composition study on an annual basis.
 - E. Glass will now be defined as contamination and removed from the definition of those items to accept for recycling at the CONTRACTOR's MRF. Recycling collection of glass will be offered to the public at COUNTY's recycling centers. COUNTY will implement an education and promotional program for the public why glass is no longer acceptable for recycling (up to 90 days). Glass may continue to show up in during this period and COUNTY will restrict access to compactor button to allow attendants to remove glass dumped into compactors. COUNTY will make necessary signage to identify acceptable recyclable materials for placement into the recycling compactors.
 - F. COUNTY requests CONTRACTOR provide a storage area at the MRF for filled recycling compactor boxes that occur over the weekend closed hours of the MRF. COUNTY agrees to empty these filled containers.
 - G. All previous references to hauling or other contradictions to this Amendment shall be considered removed. The Average Market Value (AMV) compiled by CONTRACTOR monthly will continue to be performed and shared with COUNTY. AMV is important for both COUNTY and CONTRACTOR for any determination on processing cost adjustments.
 - H. COUNTY will continue to accept for disposal at no charge, residue produced from the SSR processing from approved Franchise Haulers and COUNTY's recycling centers.
 - I. Approved Franchise Haulers must achieve the same or less than the COUNTY's 10% contamination levels to receive contract process pricing.

4. The Parties hereby amend Section 3 of the Agreement to charge \$21.25 per ton for SSR received for processing from COUNTY or approved County Franchise Hauler for processing the SSR at the Ocala Material Recovery Facility (MRF). COUNTY will not receive any value from the recyclables marketing. Waste Pro shall continue to report all recycling credits to the State of Florida on behalf of COUNTY. CONTRACTOR shall provide \$5,000 annually to COUNTY for the public education and promotional program for recycling. CONTRACTOR may request an annual CPI adjustment based upon the Consumer Price Index for Other Goods and Services US City Average (CUUR0000SAG). The CPI adjustment is not guaranteed and is subject to full review by the Solid Waste Director and approval by COUNTY. The percent rate change will not be considered if the rate increase from the Average Market Value of commodities has adjusted upward at a compatible amount of the requested percent of the rate change. If the commodities AMV increased at the same or greater amount of the processing fee, no processing fee is justified. If COUNTY fails to approve a requested CPI or rate adjustment due to fluctuating commodity pricing or processing costs, CONTRACTOR or COUNTY shall have the option to terminate the Agreement with 180 days' notice.
5. 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.

6. **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@marioncountyfl.org

- B. CONTRACTOR shall comply with public records laws, specifically:
 - i. Keep and maintain public records required by COUNTY to perform the Work;
 - ii. 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 costs provided in Chapter 119, Florida Statutes, or otherwise provided by law;
 - iii. 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,
 - iv. 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. **Contractor Conduct:** These Guidelines govern Contractor doing work on COUNTY property, as well as Contractor's employees, agents, consultants, and others on COUNTY property in connection with the Contractor's work or at the Contractor's express or implied invitation.
- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that Contractor and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
 - **Language and Behavior:** Contractor and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper

language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by Contractor or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** Contractor and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** Contractor and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** Contractor and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

Contractor is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, Contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of Contractor's contracts with COUNTY.

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

David R. Ellspermann MAR 06 2018
 DAVID R. ELLSPERMANN, DATE
 CLERK OF COURT

Kathy Bryant MAR 06 2018
 KATHY BRYANT DATE
 CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: December 19, 2017
12P-039-CA-02, Single Stream Recyclable Materials Processing and Marketing

for: *M. Ginter* 2-28-18
 MATTHEW G. MINTER, DATE
 MARION COUNTY ATTORNEY

WITNESS:

Brandy Bramer
 SIGNATURE
Brandy Bramer
 PRINTED NAME

WASTE PROOF FLORIDA, INC

[Signature] 2/27/18
 BY: TIME DOLAN DATE

PRINTED: RVP
 ITS: (TITLE)

WITNESS:

Jackie Ledee
 SIGNATURE
Jackeline Ledee
 PRINTED NAME