

FIRST AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY, THE CITY OF GAINESVILLE, AND GROUP 5 & ASSOCIATES, INC., FOR PUBLIC EDUCATION FOR CURBSIDE RECYCLING AND REDUCTION OF SOLID WASTE AND YARD TRASH

THIS FIRST AMENDMENT TO AGREEMENT is entered into this _____ day of _____, 2000 between Alachua County, a charter county and political subdivision of the Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and the City of Gainesville, a Florida municipal corporation, hereinafter referred to as "City," and Group 5 & Associates, Inc., doing business at 1215 NW 14th Avenue, Gainesville, FL, 32601, hereinafter referred to as "Consultant". The County and City shall be collectively referred to as "Clients."

WITNESSETH:

WHEREAS, all parties hereto previously entered into an Agreement dated October 26, 1999, for the provision of public education for curbside recycling and reduction of solid waste and yard trash services; and

WHEREAS, the parties wish to amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties do mutually covenant and agree as follows:

A. **Term** is amended in its entirety to read:

1. **Term** - This first amendment is effective for the period beginning October 1, 2000 and continuing through September 30, 2001. The Client has the option of renewing this agreement for two (2) additional one-year periods.

B. **Method of Payment** is amended in its entirety to read:

6. **Method of Payment** - For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Consultant shall be paid as follows:

The Consultant shall be paid for those services required by this agreement not to exceed the sum of \$79,000 (seventy nine thousand dollars) allocated in the following manner. A maximum of 20% of these payments shall be for agency fees. The City shall pay the Consultant an amount not to exceed \$45,030.00. The County shall pay the consultant an amount not to exceed \$33,970.00. The Consultant shall invoice the City for 57% and the County for 43%, of all allowable expenses. These percentages reflect the proportion of City units (24,326) to County units (18,422) in the curbside service collection area, as of July 12, 2000.

A. If the Consultant's duties obligations and responsibilities are materially changed through no fault of the Consultant after execution of this agreement, additional compensation shall be paid as follows.

B. As a condition precedent for any payment, the Consultant shall submit monthly, unless otherwise agreed in writing by the Client, an invoice to the Client requesting payment for services properly rendered and expenses due. The Consultant's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended, and the person(s) rendering such service. The Consultant's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the Client may require. If payment is requested for services rendered by Consultant, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Consultant, which signature

shall constitute the Consultant's representation to the Client that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonable incurred in accordance with this Contract, that all obligations of the Consultant covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to Consultant that payment of any portion thereof should be withheld. Submission of the Consultant's invoice for final payment shall further constitute the Consultant's representation to the Client that, upon receipt by the Client of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, will be paid in full. The Consultant shall submit invoices to the Client at the following addresses:

For the County:
Mr. Milton Towns
Alachua County Office of
Waste Collection
P.O. Box 1188
Gainesville Florida 32602-1188

For the City:
Ms. Gina Hawkins
City of Gainesville
Solid Waste Division - Sta. 10
P.O. Box 490
Gainesville Florida 32602-0490

In the event that the Client becomes credibly informed that any representations of the Consultant relating to payment are wholly or partially inaccurate, the Client may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, and the cause thereof, is corrected to the Client's reasonable satisfaction.

C. The Client shall make payment to the Consultant, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes. Payments shall be made to the follow address:

Group 5 & Associates, Inc.
1215 NW 14th Avenue
Gainesville FL 32601

D. Reimbursable expenses will be paid by the Client to the Consultant for the services or costs outlined above. The Consultant will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation. Payments shall be made in accordance with Section 112.061, Florida Statutes.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated October 26, 1999, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed for the uses and purposes therein express on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Penny Wheat, Chair
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM AND LEGALITY

J. K. "Buddy" Irby, Clerk

Alachua County Attorney's Office

(SEAL)

CITY OF GAINESVILLE, FLORIDA

By: _____
Wayne Bowers
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY

Print: _____

City of Gainesville Attorney's Office

(SEAL)

GROUP 5 & ASSOCIATES, INC.

ATTEST: (Corporate Officer)

Candace Taylor

Print: *Candace Taylor*

Marsha Evans

Print: *marsha evans*

Title: *President*



