

**FIRST AMENDMENT TO AGREEMENT NO. 10066 BETWEEN ALACHUA COUNTY  
AND  
RECYCLING SERVICES OF AMERICA, INC. FOR ANNUAL COLLECTION,  
PROCESSING, AND MARKETING OF RECYCLABLES FROM COUNTY  
GOVERNMENT OFFICES BID 17-46**

THIS FIRST AMENDMENT TO AGREEMENT NO. 10066, made and entered into this 30<sup>th</sup> day of August A.D. 2021, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Recycling Services of America, Inc., a Florida corporation with a principal address of 2874 NE 1<sup>st</sup> Terrace, Gainesville, FL 32609, hereinafter referred to as "Contractor". Collectively, the County and the Contractor are hereinafter referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, in 2016, the County issued BID #17-46 seeking Contractors to furnish Annual Collection, Processing, and Marketing of Recyclables from County Government Offices in Alachua County, Florida; and

**WHEREAS**, after evaluating and considering all timely responses to BID #17-46, the County identified the Contractor as the top ranked firm; and

**WHEREAS**, pursuant to BID #17-46 the Parties hereto previously entered into the *Agreement for Contractual Services between Alachua County and Recycling Services of America, Inc.* dated October 25, 2016 (the "Agreement") for the provision of Annual Collection, Processing, and Marketing of Recyclables from County Government Offices; and

**WHEREAS**, the County has elected to exercise its first option to renew the Term of the Agreement for a two-year period commencing October 1, 2021 and continuing through September 30, 2023 ("First Renewal Option Term"), to reflect the increase to the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, to reflect an increase in the rate for indoor bin collection from \$6.89 to \$7.44, to correct sequential numbering of sections and paragraphs, to add a provision which defines and allows electronic signatures, to add a provision which acknowledges the employment eligibility requirements via the U.S. Department of Homeland Security E-Verify System, and to add an observed holiday and reflect additional service locations in the Scope Of Service as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to amend the Agreement as follows:

A. PARAGRAPH #1 of the Agreement, **Term**, is amended in its entirety to read:

The County has elected to exercise its first option to renew the Term of the Agreement. Accordingly, this amendment shall take effect on October 1, 2021 and shall continue through September 30, 2023 (the first renewal term) unless earlier terminated as provided herein. The County has the option of renewing this Agreement for one (1) additional two (2) year period at the same terms and conditions outlined herein.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

B. SUBPARAGRAPH 4.1.1 is hereby amended in its entirety to read as follows

4.1.1 The Contractor shall be paid \$7.44 per indoor bin serviced for paper, cardboard, or commingled recyclables.

C. SUBPARAGRAPHS 5.1 and 5.2 in SECTION 5, **Alachua County Minimum Wage**, of the Agreement, are hereby amended and replaced in their entirety to read:

5.1 The current required Alachua County Government Minimum Wage is \$15.00 per hour when health Benefits are provided at the equivalent value of \$2.00 per hour and \$17.00 when health benefits are not provided (collectively, the "Minimum Wage").

5.2 The County may amend the applicable Minimum Wage on or before October 1st of each year.

D. Correction of Mis-numbered Sections. The Agreement erroneously contains two sections numbered as Section 9.

- a. The first Section 9, entitled, **Default and Termination**, , including all of its subsections, are hereby amended and replaced in its entirety to read:

9. Default and Termination: The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Solid Waste and Resource Recovery Director is authorized to provide written notice of default on behalf of the



County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.

- b. The second Section 9, entitled Project Records, is hereby renumbered as Section 10 and amended and replace in its entirety with the following:

## **10. Project Records**

### **10.1. General Provisions:**

10.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

10.1.2. In accordance with §119.0701, Florida Statutes, the Contractor (referred hereinafter in all of the "Project Records" section collectively as "Contractor"), when acting on behalf of the County, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

10.1.3. Contractor shall 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 this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

### **10.2. Confidential Information:**

10.2.1. During the term of this Agreement or license, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to

maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

10.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

10.3. Project Completion: Upon completion of, or in the event this Agreement is terminated, the Contractor, when acting on behalf of the County as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of this Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of this Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

10.4. Compliance: A Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us); PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601

c. All subsequent Sections and Paragraphs subsequent commencing with Section 10 of the Agreement are hereby renumbered sequentially. All internal cross-referencing between Sections shall be renumbered accordingly.

E. PARAGRAPH 30, **Electronic Signatures**, is added to the Agreement as follows.



### 30. Electronic Signatures

The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

F. PARAGRAPH 31, U.S. Department of Homeland Security E-Verify System, is added as follows:

#### 31. U.S. Department of Homeland Security E-Verify System

31.1 The Contractor/Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Professional during the term of the Agreement. The E-Verify system is located at <https://www.uscis.gov/e-verify>

31.2 The Contractor/Professional shall expressly require any subcontractors performing work or providing services pursuant to the County's Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement. The E-Verify system is located at <https://www.uscis.gov/e-verify>.

G. SUBPARAGRAPH 4(a), of ATTACHMENT A, SCOPE OF SERVICES is hereby amended and replaced in its entirety to read:

a. The following days shall be holidays recognized by the County: New Year's Day (Jan 1), Martin Luther King Day (Monday nearest Jan 15), Memorial Day (last Monday of May), Juneteenth (June 19), Independence Day (July 4), Labor Day (first Monday of Sept), Veterans Day (Nov 11), Thanksgiving Day and day after (4 Thursday of Nov and day following), Christmas Eve and Day (Dec 24 and 25). Holidays which fall on a weekend shall be honored the closest weekday unless designated

otherwise by the County.

H. EXHIBIT 1 of ATTACHMENT A, SCOPE OF SERVICES is hereby amended and replaced in its entirety to read:

### ALACHUA COUNTY

BUILDING	ADDRESS	DAY	WEEK	BINS
Ala Co. Emergency Communication Center	2621 SE Hawthorne Road	Wed	A/B/C/D	6 lggy 3CM
Ala Co. Courthouse Off Site Records	919 SE 5 Street	Wed	B/D	1-lggy
Ala Co. Criminal Courthouse	220 S. Main Street (+ 3-96 Gal Not Service)	Thur	A/B/C/D	4-96, 1 6wh, 6 lg, 2 Ol, 6 CM
Ala Co. Facilities Maintenance	917 SE 5 Street	Wed	A/B/C/D	2 lggy, 1CM, 1 6wh
Ala Co. Housing Department	703 NE 1 Street	Thur	B/D	1-lggy
Ala Co. Fire & Rescue	913 SE 5 Street	Wed	A/B/C/D	4-l & 1-Oh
Ala Co. Health Department	224 SE 24 Street	Wed	A/B/C/D	8 lggy, 6 CM
Ala Co. Tax Collector	3207 SW 35 Blvd	Mon	B/D	1-96, & 1 Alt, 1 CM
Ala Co. Tax Collector	5801 NW 34 Street	Tue	A/C	1-lggy, 1 CM
Animal Control	3400 NE 53 Avenue	Tue	B/D	2-lggy, 2CM, 1-96, 1-6wh
Annex 1	10 SW 2 Avenue	Thur	A/B/C/D	6-lggy
Corrections	3333 NE 39 Avenue	Fri	A/B/C/D	6-6 Whl
County Admin	21 E. University Avenue	Fri	A/B/C/D	16 lggy, 8 CM, 1 Alt
Court House (+1-96 Gal Floater on call)	201 E. University Avenue	Thur	A/B/C/D	3-96, 9-l, 1-F
Day Reporting Program	249 W. University Avenue	Thur	A/B/C/D	2-lggy
Info services	26 E. University Avenue	Thur	A/B/C/D	4-lggy, 2 CM, 1 6wh
Environmental	408 W. University Avenue	Thur	A/B/C/D	2-lggy
Extension	106 SW 140th Terrace	Mon	A	2-lggy
Fire Station #10	930 SE 5th street 32601	Wed	B-D	1-96 Gal CM+
Fire Station #12	1320 SE 43rd Street 32607	Wed	C	1-96 Gal CM+
Fire Station #15	7000 SW 88th Street 32608	Mon	A	1-96 Gal CM+
Fire Station #16	1600 Forte Clarke Blvd 32606	Mon	B	1-96 Gal CM+
Fire Station #17	3509 NW 143rd Street 32606	Tue	A-C	1-96 Gal CM+
Fire Station #19	2000 SW 43rd Street	Fri	B-D	1-96 Gal CM+
Fire Station #21	15040 NW US 441 Alachua 32615	Tue	C	1-96 Gal CM+
Fire Station #33	5901 NW 34th St 32653	Tue	A/C	1-96 Gal CM+
Library	401 E. University Avenue	Thur	A/B/C/D	5-96/5-lggy
Metamorphosis Center	4200 SW 21 Place	Fri	A/B/C/D	1-lggy, 1 6wh
Millhopper Library	4209 NW 37 Place	Tue	B/D	2-lggy
Property Appraisers/ Supervisor of elections	515 N Main Street	Mon	A/B/C/D	12 lggy 5 CM
Public Defenders	35 N. Main Street	Fri	A/B/C/D	2 lggy, 1 Alt, 5 CM
Public Works	5620 NW 120 Lane, Hague	Tue	A/C	9-lggy, 1 6wh
Santa Fe - University	530 W. University Avenue	Thur	B/D	1-33 Gal
Sheriff's Admin	2621 SE Hawthorne Road	Wed	A/B/C/D	6-lggy
States Attorney	120 W. University Avenue	Thur	B/D	4-lggy, 1 Alt, 1-CM
Tourist Information	26-A East University Avenue	Fri	A/B/C/D	1-33 1 CM
Tower Road Library	3020 SW 75 Street	Mon	A/C	2-lggy
Work Release	3371 NE 39 Avenue	Tue	B/D	1-lggy

G. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.



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

**ALACHUA COUNTY, FLORIDA**

By: 

Ken Cornell, Chair

Board of County Commissioners

Date: 9/28/2021

ATTEST:



J.K. "Jess" Irby, Esq., Clerk


(Seal)

APPROVED AS TO FORM

DocuSigned by:  
David Forziano  
70E5E81DBE1E4D3

Alachua County Attorney's Office

**CONTRACTOR**

By:  for Recycling Services of America Inc.

Print: Rodney Ingram for Recycling Services of America, Inc.

Title: President

Date: August 30, 2021

**IF THE CONTRACTOR IS INCORPORATED OR IS OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF THE CONTRACTOR. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.**