

**CONTRACTUAL SERVICES AGREEMENT NO. 12082 WITH GLOBAL TIRE  
RECYCLING OF SUMTER COUNTY INC FOR ANNUAL PROCESSING OF WASTE  
TIRES**

This Agreement is entered into on 14<sup>th</sup> day of December, 2021, between **Alachua County**, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **Global Tire Recycling Of Sumter County, Inc.**, a Florida for-profit corporation with a principle business address located at 1201 Industrial Drive, Wildwood, FL 34785 hereinafter referred to as "Contractor" (collectively hereinafter County and Contractor referred to as "Parties").

**WITNESSETH**

**WHEREAS**, the County issued Bid No. 22-72 seeking Contractors to furnish Annual Processing of Waste Tires in Alachua County, Florida; and

**WHEREAS**, after evaluating and considering all timely responses to Bid No. 22-72, the County identified the Contractor as the lowest cost, responsive and responsible bidder; and

**WHEREAS**, the County desires to contract with the Contractor to provide the Services described in Bid No. 22-72 and the Contractor desires to provide such Services to the County in accordance with the terms and conditions set forth herein; and

**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 as follows:

1. **Term.** This Agreement is effective upon execution by both Parties (the "Effective Date") and shall continue through September 30, 2022 (the "Initial Term"), unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional two (2) year period at the same terms, conditions and pricing set forth 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 Supplemental Agreement.

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit 1.**

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

3.1. The Contractor is a professional qualified to perform the Services described, and holds and will continue to hold all licenses, permit and approvals necessary to perform the Work during the term of this Agreement, including any and all renewal terms.

3.2. The Contractor warrants all the Work performed by the Contractor will be adequate and sufficient to meet the requirements and accomplish the purposes of this Agreement.

3.3. The Contractor acknowledges that the County's observation, inspection or review of the Work performed in no way diminishes the Contractor's warranty pertaining to the Work performed.

4. **Method of Payment.** For all Services actually, timely and faithfully performed, the Contractor will be paid as follows:

4.1. The County shall pay the Contractor in accordance with the Fee Schedule attached hereto as Exhibit 2, up to a total amount that shall not exceed One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00) per fiscal year. For the purposes of this Agreement, a fiscal year commences on October 1<sup>st</sup> and ends on September 30th.

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for Services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such Services were rendered pursuant to a fee and the

person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County 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 reasonably incurred in accordance with this Agreement, that all Services provided have served a public purpose, that all obligations of the Contractor 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 the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Solid Waste and Resource Recovery  
Accounts Payable  
5620 NW 120 lane  
Gainesville, FL 32653  
gus@alachuacounty.us

- 4.3. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and all payments by the County to the Contactor shall be remitted to:

GLOBAL TIRE RECYCLING OF SUMTER COUNTY INC  
1201 INDUSTRIAL DRIVE  
WILDWOOD, FL, 34785  
Email Address: mark@gtcrumbrubber.com

- 4.4. Contractor's sole and exclusive compensation under this Agreement shall be as set forth in Section 4.1. The Contractor shall not be entitled to reimbursement for any expenses incurred by the Contractor to perform the Work.
5. **Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Exhibit 3.**

## **6. ALACHUA COUNTY GOVERNMENT MINIMUM WAGE**

6.1 The Work performed through this Agreement is considered covered services under Chapter 22, Article XII, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors/professionals and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.12-101(3) of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

6.2 The Contractor/Professional shall provide certification, the form of which is attached hereto as **Exhibit 5**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.

6.3 The Contractor/Professional shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor/Professional is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.

6.4 Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

6.5 The Contractor/Professional will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor/professional and subcontractor.

7. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Department Director  
Solid Waste and Resource Recovery  
5620 NW 120 lane



Gainesville, FL 32653  
gus@alachuacounty.us

Contractor:

GLOBAL TIRE RECYCLING OF SUMTER COUNTY INC  
1201 INDUSTRIAL DRIVE  
WILDWOOD, FL, 34785  
mark@gtcrumbrubber.com

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.  
Clerk of the Court  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
ATTN: Finance and Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

And

Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
Attn: Contracts  
[Procurement@alachuacounty.us](mailto:Procurement@alachuacounty.us)

**8. Default and Termination.**

8.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating this 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 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.

8.2. The County may also terminate this Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is

authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

- 8.3. If funds to finance this Agreement become unavailable, the County may terminate this Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

## **9. PROJECT RECORDS**

### **9.1 General Provisions:**

9.1.1 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.

9.1.2 In accordance with §119.0701, Florida Statutes, the Contractor/Professional, *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/Professional shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

9.1.3 Contractor/Professional 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/Professional does not transfer the records to the County.

## 9.2 Confidential Information

9.2.1 During the term of this Agreement, the Contractor/Professional may claim that some or all of Contractor/Professional'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/Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor/Professional 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/Professional as "Confidential Information" or "CI."

9.2.2 The County shall promptly notify the Contractor/Professional in writing of any request received by the County for disclosure of Contractor/Professional's Confidential Information and the Contractor/Professional may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor/Professional 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/Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor/Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor/Professional 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, the provisions of this paragraph shall continue to survive. Contractor/Professional releases County from claims or damages related to disclosure by County.

9.3 Project Completion: Upon completion of the Work, or in the event this Agreement is terminated, the Contractor/Professional, *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/Professional or keep and maintain public records required by the County to perform the service. If the Contractor/Professional transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor/Professional keeps and maintains public records upon the completion or termination of the 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 Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

9.4 Compliance: The Contractor/Professional may be subject to penalties under §119.10, Florida Statutes, if the Contractor/Professional fails to provide the public records to the County within a reasonable time.



**IF THE AGENCY 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; \_PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601**

10. **Insurance.** The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit 4**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 4-A**.

11. **Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

12. **Laws & Regulations.** The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the Work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

13. **INDEMNIFICATION**

13.1 To the maximum extent permitted by Florida law, the Contractor/Professional shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor/Professional or anyone employed or utilized by the Contractor/Professional in the performance of this Agreement. Contractor/Professional agrees that indemnification of the County shall extend to any and all Work performed by the Contractor/Professional, its subcontractors, employees, agents, servants or assigns.

13.2 The Contractor/Professional obligation to indemnify under this Article will survive the

expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor/Professional insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

13.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor/Professional, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor/Professional or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

14. **Assignment of Interest.** Neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.
15. **Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
16. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of this

Agreement.

17. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.
18. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
19. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.
20. **Severability and Ambiguity.** It is understood and agreed by the Parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue of authorship of any or all of this Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.
21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
22. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.
23. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of

this Agreement by reference.

24. **Amendments.** The Parties may amend this Agreement only by mutual written agreement of the Parties.
25. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
26. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.
27. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
28. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.
29. **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.

**30. U.S. Department of Homeland Security E-Verify System.**

30.1. The Contractor 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 during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

30.2. The Contractor 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 this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

**REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK**

IN 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: Marhelen Wheeler  
Ken Cornett, Chair Marhelen Wheeler  
Board of County Commissioners  
Date: December 14, 2021

ATTEST

J.K. Irby  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

APPROVED AS TO FORM

DocuSigned by:  
Diana Johnson  
9E797AC46778481...  
Alachua County Attorney's Office

CONTRACTOR

By: Mark J. Briley  
Print: MARK J. Briley  
Title: President  
Date: 10/25/21

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

## **Exhibit 1: Scope of Services/Work**

### **CONTRACTOR'S RESPONSIBILITY AND DUTIES FOR REMOVAL AND RECYCLING OF WASTE TIRES**

1.1 The Contractor will provide all equipment, vehicles, personnel, power sources, maintenance and any other required logistic support to accomplish the removal of waste tires at least once weekly for the term of this Agreement, including any and all renewal terms.

1.2 Contractor will be responsible for paying a non-performance penalty of \$100/day for each business day beyond the agreed-upon pickup date the County is required to wait for service.

1.3 The Contractor will invoice the County monthly for completion of Work performed.

1.4 The Contractor shall provide the County with a detailed list of the disposition of all waste tires removed from the Environmental Park or any other Solid Waste Management Facility as deemed appropriate by the Alachua County Division of Waste Management. This information shall be provided on a quarterly basis with each report due by the end of the month closing each quarter.

1.5 As an option the Contractor may provide County with an 80-100 cubic yard open-top trailer suitable for collection and storage of tires at the Environmental Park. The contractor will deliver an empty trailer and collect the full trailer.

1.6 The Contract shall remove all waste tires accumulated in the course of twice-annual tire collection events sponsored by the County, requiring an additional 2-4 tire loads per event. County will provide 2 weeks' advance notice of event dates.

### **CONTRACTOR'S RESPONSIBILITY AND DUTIES FOR ACCEPTING AND RECYCLING OF WASTE TIRES**

1.1 Contractor shall accept and recycle waste tires, to include; passenger car and pickup tires with or with rims, commercial truck tires, tractor tires, and off road heavy equipment tires delivered by Alachua County in accordance with the Florida Department of Regulation Waste Tire Rule 62-711.

1.2 Contractor will be responsible for paying a non-performance penalty of \$100/day for each business day beyond the requested date the County must wait to deliver tires to the Contractor.

1.3 The Contractor will invoice the County monthly for completion of work performed.

1.4 The Contractor shall provide the County with a detailed list of the disposition of all waste tires removed from the Environmental Park or any other Solid Waste Management Facility as deemed appropriate by the Alachua County Division of Waste Management. This information shall be provided on a quarterly basis with each report due by the end of the month closing each quarter.



**Exhibit 2: Fee Schedule**

<b>Bid Service</b>	<b>Amount Bid Per Ton</b>
<b>Pick-Up and Removal of Waste Tires for Recycling from County Facility</b>	
Passenger car and pickup tires, with or without rims, commercial truck tires without rims	\$125.00
Tractor tires and off-road heavy equipment tires	\$245.00
<b>Trailer switch for Pick-Up and Removal of Waste Tires for Recycling from County Facility(Maintaining a trailer at the county site 24 hours-a-day / 7 days-a-week)</b>	
Passenger car and pickup tires, with or without rims, commercial truck tires without rims	N/A
<b>Delivered by Alachua County of Waste Tires to the Vendor's Facility or Drop-Off Point</b>	
Passenger car and pickup tires, with or without rims, commercial truck tires	N/A
Tractor tires, and off-road heavy equipment tires	N/A

### **Exhibit 3: Duties of the County**

#### **1. COUNTY RESPONSIBILITY AND RIGHTS**

1.1 The County agrees to provide the Contractor access to waste tire storage areas in the Environmental Park or any other Solid Waste Management Facility (Waste Facility) as deemed appropriate by the Alachua County Division of Waste Management, and maintain roads such that access to the storage site is safe and efficient.

1.2 The County has the right to inspect the bidder's facility at any time during normal working hours.

1.3 The Contractor shall bill the County monthly for waste tires hauled from the Environmental Park for the previous month. The County will provide on-site weighing of the Contractor's loaded whole tires at no cost to the Contractor.

1.4 County reserves the right to engage alternate vendors for similar work as needed on an emergency basis. Designation of an emergency situation shall be determined by the County.

1.5 County staff will load the Contractor's open top trailer at County designated sites with a front loader.

## **Exhibit 4: Insurance Requirements**

### **TYPE "A" INSURANCE REQUIREMENTS**

#### **"ARTISAN CONTRACTORS / SERVICE CONTACTS"**

The Contractor shall procure and maintain for the duration of this contract insurance against claims for

injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

#### **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause.  
Flood Insurance as available under the National Flood Insurance Program.

#### **EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

#### **I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

#### **II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation.

The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

### **SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER:** Alachua County Board of County Commissioners

#### **MAIL, EMAIL or FAX CERTIFICATES**

Department Contact: Allen Betz  
Department: Solid Waste &  
Resource Recovery Dept. Contact  
Phone: 352.334.0172  
Dept. Contact Email: [abetz@alachuacounty.us](mailto:abetz@alachuacounty.us)  
Bid: 22-72 Annual Processing of Waste Tires



**Exhibit 4-A: Certificate of Insurance**

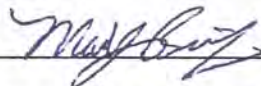
**Exhibit 5: Certification of Meeting Alachua County Wage Ordinance**

The undersigned certifies that all employees, contracted and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article XII of the Alachua County Code of Ordinance ("Wage Ordinance").

GLOBAL TIRE RECYCLING OF SUMTER COUNTY INC  
1201 INDUSTRIAL DRIVE  
WILDWOOD, FL 34785  
3523302213  
Email Address: mark@gtrcrumbrubber.com

Project Description: *Bid 22-72 Annual Processing of Waste Tires*

**CONTRACTOR**

By:   
Print: Mark J. Barley  
Title: President  
Date: 10/25/21

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

Global Tire Recycling of Sumter City Inc.  
(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY  
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of Global Tire Recycling of Sumter City Inc., a  
(Insert name of company)

Florida  
(insert state of incorporation) corporation (the "Corporation"), at a duly and properly

held meeting on the 13 day of March, 2019, did hereby consent to, adopt,

ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of Florida and is authorized to do business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting along, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter

county and political subdivision of the State of Florida:

NAME

TITLE

Mark J. Bailey

President

Mark J. Bailey

Secretary

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 13 day of March, 2009, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)

Secretary of the Corporation

By: Mark J. Bailey

Mark J. Bailey  
(Print Secretary's Name)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER:</b> Lassiter-Ware Insurance 1317 Citizens Blvd.  Leesburg FL 34748	<b>CONTACT NAME:</b> Nadya Rodriguez <b>PHONE (A/C, No, Ext):</b> (800) 845-8437 <b>FAX (A/C, No):</b> (888) 883-8680 <b>E-MAIL ADDRESS:</b> nadyar@lassiterware.com														
<b>INSURED:</b> Global Tire Recycling of Sumter County, Inc. 1201 Industrial Dr  Wildwood FL 34785	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER B: Auto Owners Insurance Company</td> <td>18988</td> </tr> <tr> <td>INSURER C: Kinsale Insurance Company</td> <td>38920</td> </tr> <tr> <td>INSURER D: FFVA Mutual Insurance Company</td> <td>10385</td> </tr> <tr> <td>INSURER E: StarStone Specialty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Gemini Insurance Company	10833	INSURER B: Auto Owners Insurance Company	18988	INSURER C: Kinsale Insurance Company	38920	INSURER D: FFVA Mutual Insurance Company	10385	INSURER E: StarStone Specialty Insurance Company		INSURER F:	
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INSURER E: StarStone Specialty Insurance Company															
INSURER F:															

**COVERAGES**
**CERTIFICATE NUMBER:** 21-22 Master

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		VIGP019997	07/22/2021	07/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		4141581400	07/22/2021	07/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			01000920762	07/22/2021	07/22/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC84000356442021A	04/26/2021	04/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability			K75589212AEM	01/09/2021	01/09/2022	Each Occurrence \$1,000,000 Aggregate \$2,000,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Alachua County Board of County Commissioners, its officials, employees and volunteers are included as additional insured(s), on a primary and non-contributory basis, under the terms and conditions of the attached forms and General Liability & Auto Liability Policies when additional insured status is required by written contract. Waiver of Subrogation is included on the Workers Compensation Policy and applies when required by written contract, provided the contract is executed prior to any loss.

**CERTIFICATE HOLDER**
**CANCELLATION**

Alachua County Board of County Commissioners Risk Management 12 SE 1st Street 3rd Floor Gainesville FL 32601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

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POLICY NUMBER: L348000017-0

COMMERCIAL GENERAL LIABILITY  
CG 24 04A 05 09

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:** Any person or organization with whom the insured has agreed within a written contract to waive rights of recovery, provided such written agreement is executed prior to the loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The following is added to Paragraph 8.  
**Transfer Of Rights Of Recovery Against  
Others To US of Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: L348000017-0

COMMERCIAL GENERAL LIABILITY  
AGL-153 08 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION - PRIMARY AND NON-CONTRIBUTORY**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Person Or Organization:**

Any person or organization with whom the insured has agreed within a written contract or written agreement; provided such written agreement is executed prior to the loss.

**A. Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** This insurance is Primary and Non-Contributory, but only for the Additional Insured shown in the schedule and only for liability arising from the Insured's negligence for ongoing operations.

**C.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION V CONDITIONS, A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

**5. Our Right to Recover Payments**

If we make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to us and do nothing to prejudice it.

However, we waive our right to recover payments made for **bodily injury or property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of autos covered by the policy, in accordance with the terms and conditions of a written contract between you and such person or entity

only if such rights have been waived by the written contract prior to the **accident or loss** which caused the **bodily injury or property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY NON-CONTRIBUTORY - BLANKET COVERAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL AUTO POLICY**

**A. SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added.

Any person or organization is an **insured** for Covered Autos Liability Coverage, however, only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured**.

**B. SECTION V - CONDITIONS, B. GENERAL CONDITIONS, 2. Other Insurance** is amended. The following provision is added as it applies to this endorsement only.

When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

- (1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
- (2) Such written agreement was in force prior to any **bodily injury or property damage**.

All other policy terms and conditions apply.

**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 4-1-84)

**WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS ENDORSEMENT**

Endorsement No.  
Endorsement Effective 04/26/2021

NCCI Co. No 31321

Policy Number WC840-0035644-2021A  
Insured Global Tire Recycling of Sumter County, Inc.

FFVA Mutual Insurance Co.  
(NAME OF INSURANCE COMPANY)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

**Certificate Of Completion**

Envelope Id: C3A8C0E4DD3E464EB20C30816C9A0BAB

Status: Completed

Subject: Please DocuSign: #12082 Bid 22-72 Global Tire Recycling Annual Processing Waste Tires - 1014202...

Source Envelope:

Document Pages: 30

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Jaye Athy

AutoNav: Enabled

jathy@alachuacounty.us

Envelopeld Stamping: Enabled

IP Address: 163.120.80.69

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Jaye Athy

Location: DocuSign

11/2/2021 10:03:26 AM

jathy@alachuacounty.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Alachua County

Location: DocuSign

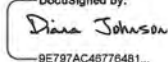
**Signer Events**

Diana Johnson

dmjohnson@alachuacounty.us

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



BE797AC48776481...

Signature Adoption: Pre-selected Style  
Using IP Address: 149.19.43.13**Timestamp**

Sent: 11/2/2021 10:05:19 AM

Resent: 11/2/2021 10:07:43 AM

Viewed: 11/2/2021 3:49:17 PM

Signed: 11/2/2021 4:03:44 PM

**Electronic Record and Signature Disclosure:**

Accepted: 11/2/2021 3:49:17 PM

ID: 678a9ee1-c721-49c8-9738-9524955d91c8

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

11/2/2021 10:05:19 AM

Certified Delivered

Security Checked

11/2/2021 3:49:17 PM

Signing Complete

Security Checked

11/2/2021 4:03:44 PM

Completed

Security Checked

11/2/2021 4:03:44 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Alachua County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

**To advise Alachua County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Alachua County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Alachua County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.