

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

THIS SECOND AMENDMENT TO AGREEMENT NO. 10066 ("Second Amendment"), made and entered into 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 for Profit Corporation authorized to do business in the State of Florida, hereinafter referred to as "Contractor". Collectively, the County and the Contractor are hereinafter referred to as the "Parties".

WITNESSETH:

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, identified by No. 10066; and

WHEREAS, the Parties entered into the First Amendment County to the Contractual Services Agreement, dated August 30, 2021, through which the term was extended through September 30, 2023, 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, and to add a provision which acknowledges the employment eligibility requirements via the U.S. Department of Homeland Security E-Verify System (the "First Amendment"); and.

WHEREAS, the County has again elected its option to renew the term of the Agreement to allow the Contractor to furnish the goods or service to Alachua County; and

WHEREAS, the Parties desires to amend the Agreement to extend the term and to do as otherwise provided herein.

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

The County has elected to exercise its second option to renew the Term of the Agreement. Accordingly, this amendment shall take effect on October 1, 2023, and the Term of the Agreement is hereby extended to continue through September 30, 2025 (the Final Renewal Term) unless earlier terminated as provided 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.

C. Amendment: Section #5 of the Agreement, Alachua County Minimum Wage, the reference to the Alachua County Code of Ordinances, Chapter 22, Article III Minimum Wage Ordinance is hereby amended to reference Alachua County Code, Chapter 22, Article XII.

D. Amendment: Sub-Sections 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 \$16.00 per hour when health Benefits are provided at the equivalent value of \$2.00 per hour and \$18.00 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.

E. Original Agreement. Unless expressly amended herein, all other terms and provisions of the Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Second Amendment, the provisions of this Second Amendment shall prevail.

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IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed on the day and year written below.

ALACHUA COUNTY, FLORIDA

By: _____

Anna Prizzia, Chair

Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

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

(Seal)

Alachua County Attorney's Office

CONTRACTOR

Arlene Ingram for

By: Recycling Services of America, Inc.

Print: Arlene Ingram for Recycling Services

Title: Vice President of America, Inc.

Date: 8/15/2023

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.