

**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 Counties 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-Iggy
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 OI, 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-Iggy
Ala Co. Fire & Rescue	913 SE 5 Street	Wed	A/B/C/D 4-1 & 1-OIh
Ala Co. Health Department	224 SE 24 Street Emily Richardson	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-Iggy, 1 CM
Animal Control	3400 NE 53 Avenue	Tue	B/D 2-Iggy, 2CM, 1-96, 1-6wh
Annex 1	10 SW 2 Avenue	Thur	A/B/C/D 6-Iggy
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, 9-1, 1-F
Day Reporting Program	249 W. University Avenue	Thur	A/B/C/D 2-Iggy
Info services	26 E. University Avenue	Thur	A/B/C/D 4-Iggy, 2 CM, 1 6wh
Environmental	408 W. University Avenue	Thur	A/B/C/D 2-Iggy
Extension	106 SW 140th Terrace	Mon	A 2-Iggy
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-Iggy
Metamorphosis Center	4200 SW 21 Place	Fri	A/B/C/D 1-Iggy, 1 6wh
Millhopper Library	4209 NW 37 Place	Tue	B/D 2-Iggy
Property Appraisers/ Supervisor of elections	515 N Main Sreet	Mon	A/B/C/D 12 Igg 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-Iggy, 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-Iggy
States Attorney	120 W. University Avenue	Thur	B/D 4-Iggy, 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-Iggy
Work Release	3371 NE 39 Avenue	Tue	B/D 1-Iggy

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.**

Recycling Services of America, Inc  
(Insert Name of Corporation)

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

The Board of Directors ("Directors") of Recycling Services of America, Inc., a  
Florida corporation (the "Corporation"), at a duly and properly  
held meeting on the 30<sup>th</sup> day of August, 2021, 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 alone, 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

Rodney Ingram

President

Arlene Ingram

Vice President

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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 30<sup>th</sup> day of August, 2021, 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: Arlene Ingram

Arlene Ingram  
(Print Secretary's Name)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/30/2021

**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> King Ins Agency of Gainesville, Inc 2321 NW 41st Street Gainesville FL 32606	<b>CONTACT NAME:</b> King Insurance <b>PHONE (A/C, No, Ext):</b> 352-377-0420 <b>FAX (A/C, No):</b> 352-415-8030 <b>E-MAIL ADDRESS:</b> Certificates@king-insurance.com														
<b>INSURED</b> Recycling Services of America, Inc. 2874 NE 1st Terr Gainesville FL 32609	<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: Southern-Owners Insurance Company</td> <td>10190</td> </tr> <tr> <td>INSURER B: Auto-Owners Insurance Company</td> <td>18988</td> </tr> <tr> <td>INSURER C: InvoPeo of Florida Depository (Previously Madison)</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Southern-Owners Insurance Company	10190	INSURER B: Auto-Owners Insurance Company	18988	INSURER C: InvoPeo of Florida Depository (Previously Madison)		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES**      **CERTIFICATE NUMBER:** 999367143      **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		78213021	3/28/2021	3/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4673952102	3/28/2021	3/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	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/A	6173	1/7/2021	1/7/2022	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			78213021	3/28/2021	3/28/2022	Limit    25,000

**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 named Additional Insured regarding General Liability as required by written contract or agreement on Primary and Non-Contributory Basis.

**CERTIFICATE HOLDER**

**CANCELLATION**

Alachua County Including Board of County Commissioners C/O Ebix BPO PO Box 257 Ref #17-6105 Portland MI 488750257	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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**Certificate Of Completion**

Envelope Id: 744556DE24F349B6B2AD1E72DD76EA40	Status: Completed
Subject: Please DocuSign: #10066 1st Amendment Recycling Svc of America-vendor signed.pdf	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jaye Athy
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	jathy@alachuacounty.us
	IP Address: 163.120.80.69


**Record Tracking**

Status: Original	Holder: Jaye Athy	Location: DocuSign
9/13/2021 11:26:26 AM	jathy@alachuacounty.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

**Signer Events**

David Forziano  
 dforziano@alachuacounty.us  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 70E5E81DBE1E4D3...

**Timestamp**

Sent: 9/13/2021 11:35:42 AM  
 Viewed: 9/13/2021 12:59:59 PM  
 Signed: 9/13/2021 1:10:33 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 163.120.80.69

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/2/2020 2:02:38 PM  
 ID: 64124040-3dd9-4e93-9b56-757b83b044a0

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	9/13/2021 11:35:42 AM
Certified Delivered	Security Checked	9/13/2021 12:59:59 PM
Signing Complete	Security Checked	9/13/2021 1:10:33 PM
Completed	Security Checked	9/13/2021 1:10:33 PM

Payment Events	Status	Timestamps
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**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.