

FIRST AMENDMENT TO AGREEMENT WITH RECYCLING SERVICES OF AMERICA FOR OFFICE SUPPLY RECYCLING, NO. 14733

THIS FIRST AMENDMENT (“First Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and RECYCLING SERVICES OF AMERICA, Inc., a Florida for Profit corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County and Contractor previously entered into an Agreement dated September 28, 2025, for #14733 for office supply recycling, identified by No. 14733 (the “Agreement”); and

WHEREAS, the Agreement requires the Contractor to reimburse the County a portion of the revenue from the sale of recycled paper; and

WHEREAS, the Parties desires to amend the Agreement to update the payment provision to remove the requirement for the Contractor to reimburse the County and do as otherwise provided herein.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

A. Amendment. Section 6, of the Agreement titled “Payment” is amended to read as follows:

6. **Payment**. The County will pay Contractor for all timely and completed Services an amount not to exceed \$130,000.00 per fiscal year (October 1st through September 30th), at the rate of \$9.75 per indoor bin serviced for paper, cardboard, or commingled recyclables.

A. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Service rendered, the date performed, and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. 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 subcontractors, will be paid in full. Contractor shall submit

invoices to the County at the following address, unless otherwise directed by the County:

Solid Waste & Resource Recovery
ATTN: Waste Collection & Alternatives Assistant Manager
5620 NW 120th Lane,
Gainesville, FL 32653
jklugh@alachuacounty.us

- B. County will process and pay all invoices from Contractor in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, and the County shall remit all payments to:
RECYCLING SERVICES OF AMERICA, INC.
2874 NE 1ST TER
GAINESVILLE, FL 32609
arlene.ingram@recyclingservicesofamerica.com
- C. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- D. 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. Continuation of this Agreement beyond the term or the end of any County 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.
- E. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

B. Amendment. Section 12 of the Agreement is hereby amended to add new sub-section E to read as follows:

E. Certifications and Termination for Violation of §287.135, Florida Statutes. Pursuant to §287.135, Florida Statutes, the Contractor hereby certifies to the County that the Contractor: (a) has not been placed on the Scrutinized Companies or Other Entities that Boycott Israel List; and (b) is not engaged in a boycott of Israel. The County may terminate this Agreement if the Contractor is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel. The County must comply with the requirements of §287.135, Florida Statutes, as a condition precedent to bringing a civil action against the Contractor for submitting a false certification to the County.

C. Effective Date. This First Amendment shall become effective upon execution by both Parties.

D. Original Agreement. Unless expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

E. Signature Authority. Contractor represents and warrants to the County that the undersigned is authorized to execute this First Amendment on behalf of the Contractor.

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

ALACHUA COUNTY, FLORIDA

By: _____

Ken Cornell, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

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

Alachua County Attorney's Office

CONTRACTOR

By: _____

Print: Rodney Ingram

Title: President

Date: _____

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY 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.