

AMENDMENT No.1
to
AGREEMENT No. 12-1687DC
for
RECYCLING AND DEMANUFACTURING
OF COMPUTERS AND ELECTRONIC EQUIPMENT

THIS Amendment No.1 to Agreement, is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the state of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "COUNTY," with mailing address at 1112 Manatee Avenue West, Bradenton, Florida 34205 and **CREATIVE RECYCLING SYSTEMS, LLC. (CRS)**, hereinafter referred to as the "CONTRACTOR", duly authorized to conduct business in the state of Florida, with offices located at 3110 Cherry Palm Drive, Suite 330, Tampa, Florida 33619.

WHEREAS, on December 26, 2012 the COUNTY executed an Agreement (No. 12-1687DC) with CRS to render and perform the services as described in this Agreement to collect, transport, demanufacture, and recycle electronic equipment; and

WHEREAS, the Agreement Article 4 Contract Term specifies the contract term as two years with three optional renewal terms of one year each upon mutual consent of both parties; and

WHEREAS, the Agreement includes revenue to the COUNTY for specific items collected and also includes payments (estimated annual total of \$70,000) to the CONTRACTOR for collection and disposal of specified items as listed in Agreement Exhibit B; and

WHEREAS, the CONTRACTOR is requesting the addition of labor charges to compensate CRS employees for actual hours worked at all collection events; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows (and detailed in attached Exhibit "B-1"):

1. The addition of labor rates commencing March 14, 2013 for an additional estimated cost of \$10,000.
2. Unless otherwise approved by the COUNTY, CRS shall provide personnel for the collection events specified in Exhibit "B-1". For all other collection events, CRS will provide supplies and transportation for the collected materials.
3. All other terms and conditions of the Agreement shall remain in full force and effect during the term of the Agreement, that is, to December 25, 2014.

The parties hereto have caused this **Amendment No.1 to the Agreement (No. 12-1687DC) for Recycling and Demanufacturing of Computers and Electronic Equipment** to be fully executed by their authorized representatives.

CREATIVE RECYCLING, LLC

Address: 3110 Cherry Palm Dr., Ste 330

Tampa, FL 33619

Phone: 813-621-2319

By: 

James Kristof, VP, Procurement
(Print Name and Title of Above Signer)

Date: 3/18/2013

COUNTY OF MANATEE, FLORIDA

By: 

Melissa M. Wendel, CPPO
Purchasing Official

Date: April 9, 2013

EXHIBIT "B-1"

**AGREEMENT No. 12-1687DC
COLLECTION, DEMANUFACTURING, AND RECYCLING
OF ELECTRONIC EQUIPMENT**

PAYMENT SCHEDULE

PAYMENTS TO THE COUNTY:

B.1.1 The CONTRACTOR agrees to the following unit prices for the performance of the specified services in a professional and efficient manner. To verify collection weight, the CONTRACTOR'S empty transport vehicle will be weighed at the COUNTY scales prior to loading any collected equipment and again after loading the equipment onto the CONTRACTOR'S transport vehicle and the net weight calculated for reconciliation with the Collection Report.

1. The negative prices (in parenthesis) shall be paid to the COUNTY by the CONTRACTOR for the collected items. All other prices are cost to the COUNTY.

2.

EQUIPMENT	UNIT PRICE PER POUND
TV	\$0.18
Printers	0
Copiers	0
Monitors	\$0.15
CPU	(\$0.20)
Keyboards, etc.	0
Telecommunications	(\$0.15)

B.1.2 Payment shall be paid to the COUNTY no later than two (2) weeks from the date of the collection event with interest accruing thirty (30) days after collection date. Any discrepancies shall be resolved within five (5) days of original submission.

B.1.3 In the event CONTRACTOR fails to pay COUNTY any of the fees or charges due under the provisions of this Agreement, interest at one percent (1%) per month shall accrue against each delinquent payment until same is paid. Neither the inclusion of this provision, nor its implementation, shall preclude the COUNTY from terminating this Agreement for default or from pursuing any other remedies as provided herein or by law. The COUNTY'S acceptance of late payment of any fees or charges shall not constitute a waiver of COUNTY'S right to terminate this Agreement in the event of any subsequent default by CONTRACTOR in the payment of any fees or charges on the date the same shall be due and payable.

- B.1.4 The Collection Reports and supporting documents are to be submitted to the Manatee County Utilities Department.
- B.1.5 Payments shall be in the form of a check (referencing Agreement No. 12-1687DC eScrap Collections), payable to the Manatee County Board of County Commissioners and mailed to:

Attn: Treasury Management
Manatee County
P.O. Box 1000
Bradenton, FL 34206

PAYMENTS TO THE CONTRACTOR:

- B.1.6 CONTRACTOR shall submit a request, on a form provided or approved by the COUNTY, of the amount due and payable to the CONTRACTOR for the collected materials, no more than once per month. The CONTRACTOR shall provide Collection Reports and supporting documents relating to the payment request.
- B.1.7 The payment shall be due and payable to the CONTRACTOR within 45 days after the payment request has been approved by the COUNTY.

AMENDMENT 1 REVISIONS EFFECTIVE MARCH 14, 2013

- B.1.8 The following labor rates provide for CONTRACTOR'S personnel required at collection events specified and approved by the COUNTY.
- B.1.9 Payment shall be for time worked with a maximum of 8 hours per collection unless otherwise approved (or designated) by the COUNTY.
- B.1.10

PERSONNEL	RATE	NUMBER OF EMPLOYEES
Manager	\$25/hour	1
Driver	\$20/hour	2
Event Personnel	\$15/hour	4

B.1.11 CONTRACTOR'S personnel are required at the following events. For all other scheduled collections, CONTRACTOR shall supply materials and transportation, unless provided 72 hours notification of change by the COUNTY.

1. Mobile Collections

LOCATION	NUMBER OF COLLECTIONS
Palmetto Fairgrounds 1303 17 th Street West, Palmetto FL	Twice a year
Utilities Complex 4410 66 th Street West, Bradenton FL Personnel approved for 10 hours each event	Twice a year
Coquina Beach (off of Gulf Drive) Gulfside Parking/Access Road, Bradenton FL	Once a year

2. Monthly Collections

LOCATION	NUMBER OF COLLECTIONS
County Landfill 3333 Lena Road, Bradenton FL Months: January, February, March, April, October	5 times a year (one per month)