

**FIRST AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES #11107
BETWEEN ALACHUA COUNTY AND FRANKEL MEDIA GROUP LLC, RFP 19-150.**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____ A.D. 20___, 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 **Frankel Media Group LLC**, doing business at 105 SW 128th Street, Suite 200, Newberry, FL 32669, hereinafter referred to as "Contractor". Collectively, the County and the Contractor shall be referred to herein as the "Parties".

WITNESSETH:

WHEREAS, in 2018, the County issued Request for Proposal (RFP) #19-150 seeking Contractors to furnish Public Education Campaigns for Public Education Advertising, Branding, and Promotional Services for The Collection, Diversion, and Disposal of Solid Waste, Recyclables, and Yard Trash, in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to RFP #19-150, the County identified the Contractor as the ranked firms; and

WHEREAS, pursuant to RFP #19-150 the Parties hereto previously entered into the *Agreement for Contractual Services between Alachua county and Frankel Media Group, RFP 19-150*, dated November 13, 2018 (the "Agreement") for the provision of **Public Education Campaigns**; 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, 2020 through September 30, 2022 ("First Renewal Option Term") and to reflect the increase to the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article III ("Wage Ordinance"); and

WHEREAS, the Parties wish to amend the agreement 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 and replaced in its entirety to read:

1.1 The County has elected to exercise its first option to renew the Term of the Agreement. Accordingly, the Term of the Agreement is renewed for the period of October 1, 2020 through and ending September 30, 2022 (the "First Renewal Option Term), unless earlier terminated as provided herein. The County has the option of renewing this Agreement for one (1) additional two (2) year periods at the same terms and conditions outlined herein.

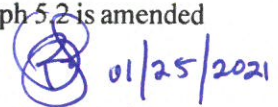
1.2 The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation 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. **Paragraph #5**, of the Agreement, **Alachua County Minimum Wage**, sub-paragraph 5.2 is amended in its entirety to read

5.2 Current required Alachua County Government Minimum Wage is ~~\$14.00~~ per hour when health benefits are provided at the equivalent value of \$2.17 per hour and ~~\$16.17~~ when health benefits are not provided (collectively, the "Minimum Wage").

\$14.50

\$16.67

 01/25/2021

C. This First Amendment shall take effect commencing October 1, 2020 after execution by all Parties.

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

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IN WITNESS WHEREOF, the Parties have caused this First Amendment to 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: _____

ATTEST:

APPROVED AS TO FORM

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

DocuSigned by:
David Forziano
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Alachua County Attorney's Office

(SEAL)

PROFESSIONAL

ATTEST

By: *J. Baer*

Print: *Jeannette Baer*

Title: *Director of Operations*

By: *R. Frankel*

Print: *Ryan Frankel*

Title: *President*

Date: *01/06/2021*

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 CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Sworn to and subscribed before me this 6th day of January 2021 by Ryan Frankel, who is personally known to me.

J. Baer, Notary Public, state of Florida, County of Alachua
Jeannette Baer

