

Grants & Contracts - Transmittal Memo

DATE: November 14, 2018

FROM: Purchasing Division, Contracts

TO: Patrick Irby

CONTRACT #: 11107

VENDOR: Frankel Media Group

DESCRIPTION: #11107 Frankel Media Group for contractual services 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 RFP 19-150

APPROVED BY: Board of County Commissioners

APPROVAL DATE: November 13, 2018

RECEIVED ON: November 14, 2018

TERM START: November 13, 2018

TERM END: September 30, 2020

AMOUNT: \$318,500.00

BID # 19-150

POR #
(ENCUMBERANCE)

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY AND
FRANKEL MEDIA GROUP RFP 19-150**

THIS AGREEMENT is entered into this 13th day of November, 2018 between Alachua County, Florida, a political subdivision and Charter County 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, the County issued 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 top ranked firm; and

WHEREAS, the County desires to employ the Contractor to provide the services described in RFP # 19-150, including services related to Resource Recovery Park and the Contractor desires to provide such services to the County in accordance with the terms and conditions 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 as follows:

1. **Term.** This Agreement is effective upon execution by both Parties (the "Effective Date") and continuing through September 30, 2020 (the "Initial Term") unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional two (2) year periods 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.

2. **Duties of the Contractor.** There recitals set forth above are true, correct and are incorporated by reference into this Agreement. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit "1"** (the "Work").

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

3.1. The Contractor is a professional qualified to perform the Work described in this Agreement.

3.2. The Contractor warrants all the Work to be performed by the Contractor will be adequate and sufficient to meet the requirements and accomplish the purposes of the Agreement.

3.3. The Contractor acknowledges that the County's review of the Work performed in no way diminishes the Contractor's warranty pertaining to the Work performed.

4. **Method of Payment.** For all Work actually, timely and faithfully performed, the Contractor will be paid as follows:

4.1. For performing the Work, the Contractor shall be paid in accordance with Section 4.2., below, and with the Fee Schedule provided in **Exhibit "2"**.

4.2. The Contractor shall be paid an annual sum that SHALL NOT EXCEED \$318,500.00 (the "Annual Contract Price"), unless approved by the Board of County Commissioners, allocated to the following functions in the following amounts:

Alachua County Waste Alternatives	\$263,500.00
Alachua County Waste Collection	\$ 55,000.00
TOTAL	\$318,500.00

4.3. As a condition precedent to being owed any payment under this Agreement, the Contractor shall submit monthly, an invoice to the County, requesting payment for Work properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity all Work performed, the date thereof, the time expended if such Work was rendered pursuant to a hourly rate and the person(s) performing such Work. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the Work indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all Work provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. 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 consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Solid Waste and Resource Recovery Department
ATTN: Patrick Irby

5620 NW 120th Lane
Gainesville, FL 32653

4.4. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes (“Local Government Prompt Payment Act”), and shall be remitted to:

Frankel Media Group
105 SW 128th St, Suite 200
Newberry, FL 32669

4.4 Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

5. Alachua County Minimum Wage:

- 5.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.
- 5.2. Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the “Minimum Wage”).
- 5.3. The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 5.4. The Contractor must provide certification, **Exhibit 5**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement
- 5.5. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements
- 5.6. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 5.7. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation

between the contractor and subcontractor.

6. **Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Exhibit "3."**

7. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Sally Palmi
Solid Waste and Resource Recovery Director
Alachua County Solid Waste and Resource Recovery
5620 NW 120th Lane
Gainesville, FL, 32653

Contractor:

Frankel Media Group
Address
Gainesville, FL
ATTN: Ryan Frankel

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq. Clerk of the Court 12 SE 1 st Street Gainesville, FL 32602 ATTN: Finance and Accounting	and	Procurement Division 12 SE 1 st Street Gainesville, Florida 32601 Attn: Contracts/Grants
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8. **Default and Termination.**

8.1. 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.

8.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such

notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

- 8.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

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(11), 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 *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 its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

10.2.1 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 the 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 the 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 AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL pirby@AlachuaCounty.US, PHONE (352) 548-1285, OR US MAIL 5620 NW 120TH LANE, GAINESVILLE, FL 32601

11 Insurance. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "4"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "4-A"**

12 Permits. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

13 Laws & Regulations. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

14 Indemnification.

14.1 To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

14.2 The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

14.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

14.5 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

15. Assignment of Interest. The Contractor and County recognize that in actual economic practice,

overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

16. **Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

17. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement. Policies and decisions of Contractor, which may be represented by Contractor in performance of this Agreement, shall not be construed to be the policies or decision of the County.

18. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

19. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

20. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.

21. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

22. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

23. **Governing Law and Venue.** This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in the state court in Alachua County, Florida.

24. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

25. **Amendments.** The Parties may amend this Agreement only by mutual written agreement of the

Parties.

26. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

27. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

28. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

29. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

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IN 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: Chad L. Chittick
Lee Pinkoson, Chair
Board of County Commissioners
Date: 11/13/2018

ATTEST:

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

(SEAL)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

ATTEST

By: Joannette Beer
Print: Joannette Beer
Title: Director of Ops.

CONTRACTOR

By: [Signature]
Print: RYAN FRANKEL
Title: PRESIDENT, CEO
Date: OCT 4, 2018

IF INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

EXHIBIT 1: SCOPE OF SERVICES

The Contractor will work collaboratively with the Alachua County Office of Waste Collection and the Alachua County Office of Waste Alternatives to ensure continuity between the campaigns and to ensure no duplication of services. The Contractor will provide the following services at the request of the County, including but not limited to:

1. General Requirements:

- 1.1. Program Continuity and Non-Duplication of Services** - The Contractor will work collaboratively with the Alachua County Solid Waste and Resource Recovery Department, the Alachua County Office of Waste Collection, the Alachua County Office of Waste Alternatives, and the Alachua County Rural Collection Centers to ensure continuity among the department and various offices.
- 1.2. Campaign Development** - The Contractor will become familiar with the short and long term objectives, philosophies and marketing objectives of the County. It is desired that a special promotional campaign be developed to target those areas where participation is below acceptable levels. Such areas will be decided by the County. The Contractor will be responsible for the development of any new or additional program(s) initiated by the County.
- 1.3. Plans** - The Contractor will develop advertising and promotional campaigns, and if necessary, business plans for The Alachua County Solid Waste and Resource Recovery Department, the Alachua County Office of Waste Collection, Office of Waste Alternatives, and Rural Collection Centers; each advertising and promotional campaign is to include budget estimates based on approved marketing and advertising objectives and strategies. This campaign will be general in nature so as to be applicable in the County's Universal refuse collection area, the County's mandatory commercial recycling areas (including multi-family) (the unincorporated area of Alachua County) and applicable to the County's 75% recycling goal (by the year 2020). This campaign will be updated as necessary.
- 1.4. Program Development** - The Contractor will provide all creative media services to develop advertisements, commercials, websites, radio, television, social media, newspaper advertising plans, direct mail, brochures, newsletters, press releases, promotional items, and other projects as required by the program and agreed to by The Alachua County Solid Waste and Resource Recovery Department, the Office of Waste Alternatives, the Office of Waste Collection, and/or the Rural Collection Centers. The Contractor will arrange for all photography, printing, display construction, publicity, and carry through production and distribution in all aspects to completion. The County desires that a small portion of the budget be spent on promotional items such as bumper stickers, coloring books, and magnets.
- 1.5. Public Relations** - The Contractor will be responsible for the preparation and dissemination of approved press releases and newsletters to trade or consumer media on matters relevant to the collection, diversion, and disposal of solid waste, recyclables, and yard waste as requested by

staff.

- 1.6. **Media Activity** - The Contractor will be responsible for planning, scheduling, contracting, placing, distributing, checking proof of performance, payment and follow-up to all approved media used for advertising and promotion. The activities included in this project often qualify as free Public Service Announcements (PSAs). The Contractor should make every effort to provide an effective mix between PSAs and paid advertisements.
- 1.7. **Intellectual Property** - The County retains the copyright to the work(s) produced as a part of this Agreement.
- 1.8. **Project Reports** - The Contractor will prepare and present written quarterly reports detailing the creative, operational and financial aspects of the advertising and promotion program, and evaluate the effectiveness of the campaign in reaching the targeted markets. The reports shall also detail the breakdown between paid advertisement and PSAs. The timing of the quarterly reports shall correlate with the fiscal years of the County. An electronic copy of all work including art work, graphics, and videos done to date will be included with each quarterly report in a file format as acceptable to the County.
- 1.9. **Social Marketing** – The Contractor may be asked to design and implement elements of a social marketing campaign in support of the County’s waste collection, diversion, and disposal of solid waste, recyclables, and yard waste programs to include targeted research, focus groups, surveys, and development of targeted marketing materials.

2. Public Education Campaign

- 2.1. Plan and produce a public information/education campaign designed to provide information and motivate school-aged children, residents, and businesses to practice waste alternatives (i.e., including, but not limited to, source reduction, recycling, composting, litter prevention and household hazardous waste).
- 2.2. Develop and implement an aggressive general public relations campaign designed to bring attention to, generate publicity about, and reinforce the specific educational programs of the Alachua County Solid Waste and Resource Recovery Department and the Office of Waste Alternatives.
- 2.3. Develop, schedule and maintain schedules for television/radio talk shows, newspaper and regional magazine articles, press releases, and presentations to elected officials as a means to build and hold the public's interest in the programming.
- 2.4. Produce and schedule the broadcast of local television and radio spots.
- 2.5. Prepare and secure newspaper and magazine ads.

- 2.6. Produce written copy, art work, graphics, and videos.
- 2.7. Must meet with the client and generate monthly media calendars, as needed.
- 2.8. Help with the procurement of specialty items that specifically promote the practice of waste alternatives.
- 2.9. Help inform County staff of and secure booth/exhibit space at Solid Waste Management/Waste Alternatives related conferences and special events for school-aged children, residents, and/or businesses as directed.
- 2.10. Assist in the development and implementation of "closed loop/buy recycled" information for residents and businesses including an online resource center of information
- 2.11. Help develop waste alternatives programming for businesses.
- 2.12. Help develop and implement source reduction and "closed loop" point-of-purchase information for use in local grocery stores.
- 2.13. Help develop and implement information for dissemination regarding the importance of waste alternatives, i.e. why it is advantageous to them.
- 2.14. Help develop and produce videos for the Office of Waste Alternatives as an educational tool to promote source reduction and recycling for residents and businesses.
- 2.15. Help create and produce a "brand" for various Solid Waste and Resource Recovery Department elements.
- 2.16. Assist in organizing and producing special events, such as ground breakings, for Alachua County Solid Waste and Resource Recovery projects.

EXHIBIT 2: FEE SCHEDULE

Media:

All Agency commissions and discounts received by Frankel Media Group (FMG) on media placement will be rebated back to the county. For example: A TV schedule of \$10,000 will be billed to the client at the NET rate of \$8,500. The \$1,500 agency commission will not be charged.

Research:

Both secondary and primary research will be billed on a per project basis. Costs will be estimated in advance based on the approved scope of the research project and submitted for approval prior to commencing work.

Agency Fees:

A recurring, monthly professional services fee will be charged to the Office of Waste Alternatives and the Office of Waste Collection for \$2,500.00 and \$1,500.00. This fee is based on a reduced, pre-negotiated rate of \$125/hr. Should the Resource Recovery Park project require a monthly, or one time, professional services fee, it will be negotiated by the Solid Waste and Resource Recovery Director using the same rate of \$125/hr. Services covered under the professional services fee include:

- Account planning and management
- Client communications
- Media planning, management, and placement
- Strategic planning
- Production management
- Campaign implementation
- Event management
- Vendor relations

Services to be billed (when applicable) in addition to the monthly professional services fee include:

- Graphic design: \$150/hr
- Copywriting, public relations, social media, and research: \$125/hr
- Production services(video production/photography): Based on project

All Variable production and project related costs (printing, postage, web/digital, specialty items, etc.) will be estimated in advance and billed separately.

EXHIBIT 3: DUTIES OF THE COUNTY

1 The Office of Waste Alternatives and the Office of Waste Collection will coordinate, proof, and assign all tasks associated with the public education advertising and promotional services for the collection, diversion, and disposal of solid waste, recyclables, and yard trash campaign.

2 The Solid Waste and Resource Recovery Department will coordinate, proof, and assign all tasks associated with the Resource Recovery Park project.

3 The Office of Waste Alternatives and the Office of Waste Collection will meet with Frankel Media Group staff on a schedule as agreed upon by all Parties.

EXHIBIT 4: INSURANCE REQUIREMENTS

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

DRAFT

EXHIBIT 4-1: CERTIFICATE OF INSURANCE

DRAFT

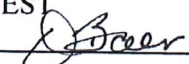
EXHIBIT 5: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name: FRANKEL MEDIA GROUP LLC
Address 105 SW 128 STREET, STE 200
City/State/Zip NEWBERRY, FL 32669
Phone Number 352.331.5558
Point of Contact RYAN FRANKEL

Project Description:

ATTEST

By: 

Print: Jeannette Baer

Title: Director of Operations

CONTRACTOR

By: 

Print: RYAN FRANKEL

Title: PRESIDENT, CEO

Date: 10/4/2018

IF INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

FRANKEL MEDIA GROUP, LLC

(Insert Name of Corporation)

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

The Board of Directors ("Directors") of FRANKEL MEDIA GROUP, a
(insert name of company)

Limited liability Co corporation (the "Corporation"), at a duly and properly
(insert state of incorporation)

held meeting on the 6th day of APRIL, 2005, 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 along, 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

RYAN FRANKEL

PRESIDENT, CEO

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 4 day of OCTOBER, 2018, 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: 

Ryan Frankel
(Print Secretary's Name)