

**FIRST AMENDMENT TO AGREEMENT #11292 FOR PROFESSIONAL SERVICES
BETWEEN ALACHUA COUNTY AND KESSLER CONSULTING INC., FOR SOLID
WASTE COLLECTION, RECYCLING, SPECIAL WASTE AND REDUCTION
PROGRAMS**

THIS FIRST AMENDMENT TO AGREEMENT is entered into this 25th day of August, 2020 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 **Kessler Consulting, Inc.**, doing business at **14620 N. Nebraska Ave, Bldg. D, Tampa FL 33613** hereinafter referred to as "Professional". Collectively, the County and the Professional shall be referred to herein as the "Parties".

WITNESSETH

WHEREAS, in 2016 the Manatee County, Financial Management Department Purchasing Division issued Request for Proposal (RFP) # 16-1984FL seeking individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Professional Services for Solid Waste Collection, Recycling, Special Waste and Reduction Programs; and

WHEREAS, after evaluating and considering all timely responses to RFP # 16-1984FL, the Manatee County, Financial Management Department Purchasing Division, identified the Professional as the top ranked firm and awarded the Bid and subsequent Contract; and

WHEREAS, the County accepted the procurement process executed by Manatee County, Financial Management Department Purchasing Division, and the Parties entered into the *Agreement for Professional Services between Alachua County and Kessler Consulting Inc., for Solid Waste Collection, Recycling, Special Waste and Reduction Programs*, dated June 25, 2019 (the "Agreement") to provide the services described in RFP # 16-1984FL to the County; and,

WHEREAS, the County has elected to exercise the option to renew the term of the Agreement for one year, through September 30, 2021, ("First Option Term") and to add a provision which allow the Parties to execute this, and any future Amendments, through electronic means,

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:

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:

This First Amendment shall be effective upon execution by both Parties and shall continue through September 30, 2021, unless earlier terminated as provided herein This Agreement may be amended at the option of the County for 1 additional 1 year terms at the terms and conditions contained in this Agreement.

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. SECTION # 31 of the Agreement, **Electronic Signatures**, is added to read:

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.

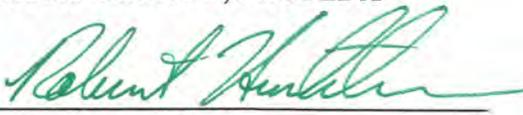
C. This First Amendment shall take effect upon the date of execution by both Parties.

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: 
Robert Hutchinson, Chair
Board of County Commissioners
Date: 9/22/2020

ATTEST:



J.K. "Jess" Irby Esq,
Clerk

APPROVED AS TO FORM



Alachua County Attorney's Office

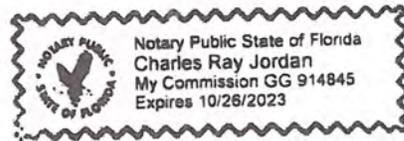
(SEAL)

PROFESSIONAL

ATTEST (By Corporate Officer)
By: _____
Print: _____
Title: _____

By: *[Signature]*
Print: Mitch Kessler
Title: President
Date: August 25, 2020

IF THE PROFESSIONAL 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.



DONE THIS 25TH DAY OF AUGUST
2020 BY MITCH KESSLER
WHO IS PERSONALLY KNOWN
TO ME

[Signature]

COUNTY OF HILLSBOROUGH
STATE OF FLORIDA