

AGREEMENT FOR RECYCLING & SOLID WASTE
ADVERTISING & MARKETING SERVICES

THIS SECOND AMENDMENT OF THE AGREEMENT FOR RECYCLING & SOLID WASTE ADVERTISING & MARKETING SERVICES, is made by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Z Axis Solutions LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of advertising and marketing services, through Solicitation RFP220204DWJ, with Vendor on the 22nd day of October, 2022 ("Agreement"); and,

WHEREAS, after the execution of the Agreement, the County was impacted by Hurricane Ian, resulting in a diversion of recycling and solid waste advertising and marketing funds to instead be used for disaster debris communications; and,

WHEREAS, after the execution of the Agreement, it was determined that additional funds were now needed, for the first year of the Agreement only, to offset the spend on the disaster debris communications; and,

WHEREAS, the Parties desire to modify the Exhibit B. Fee Schedule, pursuant to Article XIV. Miscellaneous of the Agreement, to increase the budget for each of the tasks' projected fees for the first year of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Parties agree that Exhibit B. Fee Schedule for the Vendor shall be superseded by the following:

[Remainder of the page left intentionally blank.]

1. Compensation

- 1.1. For all services and work products described in Exhibit A, the County agrees to pay the Vendor as provided below for the first year of the Agreement. Total payments under this Agreement for the first year shall not exceed \$200,000.00; however, the fee allocated to each Task below may be adjusted by the County in order to best take advantage of current market conditions.
- 1.2. Fees provided for within the final Agreement shall be renegotiated annually and shall be replaced in its entirety by an amendment to the Agreement executed by the County and the Vendor.

Project Fees

We work closely with your team to ensure the scope of services outlined in this proposal do not exceed your project budget.

Year One (1)

Phase 1: Collaboration

Project Administration	\$4,000
Planning Meeting	\$4,000
Marketing Strategy Session	\$7,000
Creative Concept Design	\$4,000

Phase 2: Alignment

Project Administration	\$2,000
Campaign Build Out	\$31,500

Phase 3: Execution

Project Management	\$19,000
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Phase 4: Evaluation

Project Management	\$6,000
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Paid Advertising

	\$122,500
Billboards	
The News Press	
LOCALiQ	
Breeze Newspapers	
Social Media	
Comcast	
Printing	

TOTAL PROJECT FEES - YEAR 1 \$200,000

Ongoing project management fees and advertising plan for Year 2 and Year 3 will be comparable to Year 1 and will be presented after the initial results are calculated to determine campaign effectiveness.

TOTAL PROJECT FEES NOT TO EXCEED \$450,000.00 FOR THREE (3) YEAR TERM OF PROJECT

IN WITNESS WHEREOF, this Second Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

WITNESS:

Signed By: Efrain Santiago

Print Name: Efrain Santiago

Z Axis Solutions LLC

Signed By: [Signature]

Print Name: Andrew Allen

Title: CEO

Date: 4/27/23



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]

CHAIR

DATE: 6/8/23

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: [Signature]

CHRIS JAGODZINSKI
DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY