

**FIRST AMENDMENT TO AGREEMENT #10731 FOR CONTRACTUAL SERVICES
BETWEEN ALACHUA COUNTY AND PRITCHETT TRUCKING, INC.
FOR ANNUAL BACK-UP AND EMERGENCY, HAULING SERVICES BID #17-66**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____ 2019, 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 Pritchett Trucking, Inc., a Florida for profit corporation with a principal business address of 1050 S.E. 6th Street, Lake Butler, Florida 32054, hereinafter referred to as "Contractor". Collectively, the County and the Contractor are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, pursuant to Bid #17-66, the Parties hereto previously entered into the *Agreement for Contractual Services Between Alachua County and Pritchett Trucking, Inc. for Annual Back-Up and Emergency Hauling Services Bid #17-66* dated November 14, 2017 (the "Agreement"); 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, 2019 and continuing through September 30, 2021 ("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. SECTION # 1 of the Agreement, Term, is amended 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 commencing October 1, 2019 and continuing through and ending September 30, 2021 (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 period 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. Sub-paragraph 5.1 and 5.2 are amended in their entirety to read as follows:

5.1. As of October 1, 2019, the 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.

5.2. As of October 1, 2019, the current required Alachua County Minimum Wage is \$16.17 per hour when health benefits are not provided.

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.

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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: _____
Charles Chestnut, IV, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

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

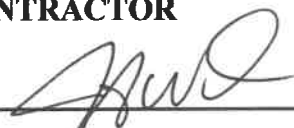
Alachua County Attorney's Office

(SEAL)

ATTEST

By: 
Print: PHILIP PRITCHETT
Title: VP

CONTRACTOR

By: 
Print: JEFF WOOD
Title: DIRECTOR
Date: 9/5/19

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.