

**FIRST AMENDMENT TO AGREEMENT #11138
BETWEEN ALACHUA COUNTY AND PINEL & CARPENTER, INC.,
FOR ANNUAL APPRAISAL SERVICES**

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 Pinel & Carpenter, Inc., with a business address of 1390 Hope Road, Suite 100, Maitland FL 32751 hereinafter referred to as "Professional". Collectively the County and the Professional are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, in 2018, County issued RFP #19-224 seeking qualified Professionals to furnish Annual Appraisal Services, in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to RFP #19-224, the County identified the Professional as one of the top three ranked firms; and

WHEREAS, pursuant to RFP #19-224 the Parties hereto previously entered into the *Agreement for Professional Services between Alachua County and Pinel & Carpenter, Inc.*, dated December 11, 2018 (the "Agreement") for the provision of **Annual Appraisal Services**; 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 through September 30, 2021 ("First Renewal Option Term"); 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 and replaced in its entirety to read:

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, 2019 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 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.

B. This First Amendment shall take effect commencing October 1, 2019 after execution by all Parties.

C.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 THIS PAGE IS INTENTIONALLY LEFT BLANK

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: _____

Charles S. Chestnut IV, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

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

(SEAL)

Alachua County Attorney's Office

PROFESSIONAL

ATTEST

By: Gencie Overfield

Print: Gencie Overfield

Title: Office Manager

By: Walter N. Carpenter

Print: Walter N. Carpenter

Title: President/Owner

Date: 6-4-19

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. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.



WALTER N. CARPENTER, JR., MAI
Cert Gen RZ1231
MARK G. CARPENTER, MAI
Cert Gen RZ935

CORPORATE RESOLUTION OF SIGNING AUTHORITY

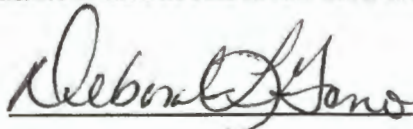
RESOLUTION OF: Pinel & Carpenter, Inc.

RESOLVED that the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by the Company directly or through a transfer agent or registrar for any stock company, acting in its capacity as a corporate director or exercising any and all other powers conferred upon it by the letters Patent incorporating it or by the law pertaining to such matters, shall be signed by any one of the persons listed below:

Name	Title	Specimen Signature
Walter N. Carpenter, Jr.	President	

I, Deborah L. Gano, the undersigned Secretary of Pinel & Carpenter, Inc.

HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution of the Board of Directors of said Company passed by a resolution of the said board dated on October 23, 2018 and that said Resolution is still in full force and effect.



Secretary

Corporate Seal

