

**FIRST AMENDMENT TO CONTINUING SERVICES AGREEMENT #10835
BETWEEN ALACHUA COUNTY AND JONES EDMUNDS & ASSOCIATES, INC., RFP #18-115,
FOR ANNUAL ENGINEERING 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 Jones Edmunds & Associates, Inc., with a business address of 730 NE Waldo Road, Gainesville, FL 32641 hereinafter referred to as "Professional". Collectively, the County and the Professional are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, in 2017, the County issued Request for Proposal (RFP) #18-115 seeking proposals from licensed professionals to provide Annual Engineering Services on Projects Less than \$2,000,000.00; and

WHEREAS, after evaluating and considering all timely responses to RFP #18-115, the County identified the Professional as one of the top ranked firms; and

WHEREAS, pursuant to RFP #18-115, the Parties hereto previously entered into the *Continuing Services Agreement between Alachua County and Jones Edmunds & Associates, Inc., RFP 18-115, for Annual Engineering Services.*, dated February 13, 2018 (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 through September 30, 2021 ("First Renewal Option Term"); and

WHEREAS, the Parties also wish to amend the Agreement 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").

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 as follows:

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 period 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. Section #8 of the Agreement, Alachua County Minimum Wage, subsection 8.2 is amended and replaced in its entirety to read as follows:

8.2 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 and \$16.17 when health benefits are not provided (collectively, the "Minimum Wage").

C. This First Amendment shall take effect commencing October 1, 2019 after execution by all 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 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: _____

Print: Linda Lyles

Title: Contracts Specialist

KSV
ksv

By: _____

Print: Stanley F. Ferreira, Jr., PE

Title: President & CEO

Date: 6/11/2019

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 CONTRACTOR IS A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED