

**FIRST AMENDMENT TO AGREEMENT #11128 FOR PROFESSIONAL SERVICES
BETWEEN ALACHUA COUNTY AND FOREST MEADOWS FUNERAL HOME & GARDENS**

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 Forest Meadows Funeral Home & Gardens, with a business address of 2615 NE 17th Terrace, Gainesville Florida 32609, hereinafter referred to as "Professional". Collectively, the County and the Professional are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties hereto previously entered into the Agreement For Professional Services Between Alachua County And Forest Meadows Funeral Home & Gardens dated December 11, 2018 (the "Agreement") for the provision of **Indigent Burial & Cremation Services**; and

WHEREAS, the County has elected to exercise its first option to renew the Term of the Agreement, extending the term through September 30, 2020 ("First Renewal Option Term"),

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:

- 1.1 This First Amendment is effective upon execution by both Parties (the "Effective Date") and shall continue through September 30, 2020, unless earlier terminated as provided herein.
- 1.2 The Professional hereby acknowledges that all terms and conditions of the Agreement fully apply to any work (or services) completed prior to the execution of this Amendment
- 1.3 This Agreement may be amended at the Option of the County for one (1) additional one (1) year periods at the same terms and conditions outlined herein.
- 1.4 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 is effective upon execution by all Parties.

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

Alachua County Attorney's Office

(SEAL)

PROFESSIONAL

ATTEST
By: Rosa Lea Olson
Print: Rosa Lea Olson
Title: Office Mgr

By: Patsy A. Thomas
Print: Patsy A. Thomas
Title: President
Date: 10/15/2019

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.