

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Fence Line & Rip Rap Herbicide Spraying Agreement entered into on March 24, 2020, and all of its amendments (if any), collectively (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into by and between **Estate Management Services, Inc.**, whose address is 305 Indigo Drive, Brunswick, GA 31525; possessing FEIN **54-2089867**, (hereinafter referred to as "Contractor") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of Contractor, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and Contractor (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. In accordance with Project 20B-100, this Amendment shall be deemed to amend and become part of the Agreement between Parties comprised of that certain contract approved by the Board of County Commissioners on March 24, 2020, (the "Original Contract"). All provisions of the Agreement specifically not amended herein shall remain in full force and effect.
2. This Amendment is executing the first of two (2) one (1) renewal of the Agreement, effective April 1, 2023 and ending March 31, 2024 (the "Term").
3. Section 6 of the Original Contract is amended to delete the table set forth therein and replace it with the table set forth below, which provides an update to pricing:

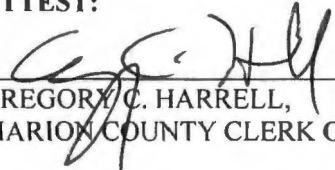
<u>Category of Work</u>	<u>Unit Price</u>	<u>Estimated Total Annual Price</u>
<u>Routine Maintenance/Spraying – Fence Line</u>	\$0.06	\$41,697.72
<u>Routine Maintenance – Rip Rap Areas & Spot Spraying</u>	\$1.57	\$13,856.82
<u>Intensive Maintenance/Spraying – Fence Line</u>	\$0.08	\$ 4,923.91
<u>Intensive Maintenance – Rip Rap Areas & Spot Spraying</u>	\$2.93	\$ 3,003.25

4. This Amendment adds Exhibit A, Statute Updates.
5. Section 27 of the Agreement is modified to delete CONTRACTOR's email address and replace it with the following: admin@ponds.org and brunswick@ponds.org. Designation signifies FIRM's election to accept notices solely by e-mail.

[Signatures on next page]

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

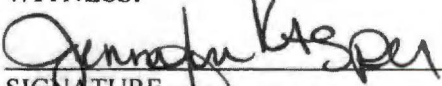
ATTEST:

 3/21/2023
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT


FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO
FORM AND LEGAL SUFFICIENCY

 4/19/2023
for MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY


WITNESS:


SIGNATURE
Jennifer Kasper
PRINTED NAME

WITNESS:


SIGNATURE
Patricia Goodbread
PRINTED NAME

MARION COUNTY, A POLITICAL SUB-
DIVISION OF THE STATE OF FLORIDA

 3/21/2023
CRAIG CURRY, DATE
CHAIRMAN

BCC APPROVED: March 21, 2023
20B-100-CA-01 Fence Line & Rip Rap Herbicide Spraying

ESTATE MANAGEMENT SERVICES, INC.

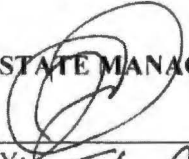
 4/17/23
BY: John Crabb DATE
PRINTED:
ITS: (TITLE)

EXHIBIT A
20B-100-CA-01
Fence Line & Rip Rap Spraying

1. DEFINITIONS

- A. **Section '2'** of the Agreement is modified to include Purchase Orders in the definition of Contract Documents: to add that should any conflict arise between the Contract Documents and the Agreement, the term of the Agreement shall govern.

2. INSURANCE

- A. **Section '14'** of the Agreement requiring in part that the company issuing the required Certificate of Insurance have an A.M. Best Company rating of at least a B+ is modified solely to delete the words "at least a B+" and replace them with "at least an A-."

3. EMPLOYEE ELIGIBILITY VERIFICATION

- A. **Section '20'** of the Agreement regarding E-Verify is deleted in its entirety and replaced with the following:

Section 20 – E-Verify, pursuant to Section 448.095, F.S.

Section 448.095, Florida Statutes, requires CONTRACTOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into the Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.

1. COUNTY hereby CONTRACTORS it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
2. CONTRACTOR has agreed to perform in accordance with the requirements of this section and agrees:
 - a. CONTRACTOR certifies and assures COUNTY that CONTRACTOR is currently in full compliance with Section 448.095, Florida Statutes and it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees and will continue to do so throughout the Term. This certification and assurance is a material term on which COUNTY relies in entering into the Agreement.
 - b. COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that CONTRACTOR Has knowingly violated Section 448.09(1), Florida Statutes, that is, the CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
 - c. When CONTRACTOR enters into a contract with an employee, a contractor or subcontractor, CONTRACTOR shall obtain from that

contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.

- d. CONTRACTOR shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
- e. CONTRACTOR shall immediately terminate the Contracting Party if CONTRACTOR has good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.
- f. If COUNTY has good faith belief that CONTRACTOR's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the Contracting Party. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
- g. If COUNTY terminated the Agreement with CONTRACTOR, CONTRACTOR May not be awarded a public contract for at least one (1) year after the date of termination.
- h. CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
- i. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
- j. CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and its use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k. TO comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

**4. SCRUTINIZED COMPANIES. Section '23' of the Agreement regarding Scrutinized Companies is deleted in its entirety and replaced with the following:
Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.**

A. Certification.

- 1. If the Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
- 2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:

- a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel
- B. **Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
 - 2. Was entered into or renewed on or after July 1, 2012, through September 30, 2015, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
 - 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
 - 4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

5. SOVEREIGN IMMUNITY. Adds Section '28' to the Agreement with the following:

Section 28 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

6. ON-GOING COMPLIANCE. Adds Section '29' to the Agreement with the following:

Section 29 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes and regulation as some may change from time to time.