

## FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Non-Rec Mowing Agreement entered into on September 19, 2017, 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 **Extreme Enterprises of Marion County, Inc.**, whose address is 2350 NE 40th St., Ocala, FL 34479; possessing FEIN **20-0079563**, (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. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 18BE-002, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment is to make revisions to the scope of services under the Agreement, effective upon Board approval and ending December 31, 2019 (the "Term"). The revisions are listed in the table below:

#### Areas to be Deducted from Current Agreement:

Service Area & Location	Description	Per Cut/Service Price
Guardian Ad Litem 110 N. Magnolia Ave. Ocala, FL 34475	Landscape only	\$ 25.00
Clerk's NE Parking Lot	Judicial Offices and Parking Area	\$ 15.00

#### Areas to be Added to Current Contract:

Service Area & Location	Description	Per Cut/Service Price
Old Wells Fargo Bldg. 109 W. Silver Springs Blvd. Ocala, FL 34472	Public Offices & Parking Area	\$ 70.00
Parking Lot E of Federal Court House	Parking Area	\$ 40.00
Extension Services Office 2232 NE Jacksonville Road Ocala, FL 34470	Landscape only – (Weeding, spraying and bed maintenance of plant beds) Schedule - Once per month (Nov – Feb) Bi-Weekly (Mar – Oct)	\$150.00

The service for these added areas shall follow current contract guidelines and service schedules.

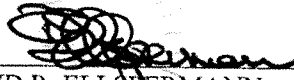
3. All references in the Agreement and all amendments thereto, to "Marion Co Board of County Commissioners", "Marion County Board of County Commissioners", and "Owner" are deemed to mean COUNTY as defined herein.
4. **Law, Venue, Waiver of Jury Trial, and Attorney's Fees:** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to

trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.


5. **Scrutinized Companies:** Section 287.135, Florida Statutes prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. The referenced created pursuant to section 215.473, Florida Statutes. As the person authorized to sign on behalf of Contractor, I hereby certify the company identified herein is not participating in a boycott of the referenced lists and I understand pursuant to Section 287.135, Florida States, the submission of a false declaration may subject company to civil penalties, attorney's fees, and/or costs.

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:

  
DAVID R. ELLSGERMANN, DATE  
CLERK OF COURT

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

  
MICHELLE STONE DATE  
CHAIRMAN


APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED:

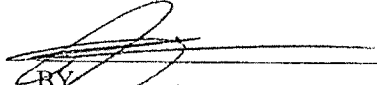
November 20, 2018  
18BE-002-CA-01, Non-Rec Mowing

  
for: MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

WITNESS:

  
SIGNATURE  
Christine Bennett  
PRINTED NAME

EXTREME ENTERPRISES OF MARION COUNTY, INC.

  
BY: DATE  
John Milligan  
PRINTED:  
President  
ITS: (TITLE)

WITNESS:

  
SIGNATURE  
Christine E. Cooley  
PRINTED NAME