

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Yard Waste Mulching and Disposal Agreement entered into on March 19, 2019, 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 D&G Solutions Group LLC, whose address is 5451 SE Maricamp Rd, Ocala, FL 34480; possessing FEIN 61-1789875, (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 19B-111, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment renews the Agreement for one (1) year, effective May 1, 2020 and ending April 30, 2021 (the "Term"). Original Performance Bond shall remain in full force and effect.
3. This Amendment adds the following provision to the Agreement:
 - **Governing Law, 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's fees.

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:

[Signature] 03-24-2020
DAVID R. ELLSPERMANN, DATE
CLERK OF COURT

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

[Signature] 03-24-2020
KATHY BRYANT DATE
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: March 24, 2020
19B-111-CA-01 Yard Waste Mulching and Disposal

[Signature] 03-24-2020
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

[Signature]
SIGNATURE
Aaron Mueden
PRINTED NAME

[Signature]
D&G SOLUTIONS GROUP LLC
BY: [Signature] 3/21/2020 DATE
Raymond D. Figueroa
PRINTED:
Managing Member
ITS: (TITLE)

WITNESS:

[Signature]
SIGNATURE
Chad E. Ditty
PRINTED NAME