

**NOVATION AND SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL
SERVICES BETWEEN ALACHUA COUNTY AND FAMILY-OWNED FUNERAL
GROUP LLC., d/b/a FOREST MEADOWS FUNERAL HOME AND CEMETERIES
NO.13149**

THIS SECOND AMENDMENT ("Amendment") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and Faithful Heritage Holdings, Inc., d/b/a Forest Meadows Funeral Home & Cemeteries, hereinafter referred to as "Assignor" and Family Owned Funeral Group LLC, b/b/a Forest Meadows Funeral Home & Cemeteries, successor by way of acquisition a Florida Limited Liability Corporation which is authorized to do business in the State of Florida, hereinafter referred to as "Assignee" or "Professional".

WITNESSETH:

WHEREAS the County and Assignor previously entered into a Professional Services Agreement dated September 21, 2021, for Indigent Burial and Cremation Services, identified by No. 13149 (the "Agreement"); and

WHEREAS the County and the Assignor previously entered into the First Amendment to the Agreement, dated September 15, 2022, (the "First Amendment"); and

WHEREAS Forest Meadows Funeral Home and Cemeteries was sold by Faithful Heritage Holdings, Inc, and acquired by Family-Owned Funeral Group, LLC., and,

WHEREAS, the County has elected its option to renew the term of the original Agreement, the last renewal period, to allow the Contractor to furnish the goods or service to Alachua County and to do otherwise as provided herein; and

WHEREAS, the County consents to the assignment and novation from Assignor to Assignee of all rights, title, interests, duties, obligations, responsibilities and liabilities for, in and related to the Agreement; and

WHEREAS, the County and Assignee, hereinafter referred to as the "Parties" now wish to further amend the Agreement as set forth herein to extend the term of the Agreement through September 30, 2024 and do as otherwise provided herein.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

A. Amendment. Section #1, of the Agreement titled "Term" is amended to read as follows:

1.1 This agreement is effective upon execution continuing through September 30, 2024, unless earlier terminated as provided herein. The County has the option to renew this

Agreement for additional one-year terms through written amendment executed by both Parties.

1.2 The Assignee 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 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. Amendment. Section #4, of the Agreement titled "Method of Payment" sub-section 4.1 is amended to read as follows:

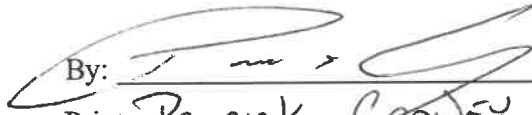
4.1. The Professional shall be paid a sum that SHALL NOT EXCEED \$125,000.00 during the Term of the Agreement ("Annual Contract Price"), unless approved by the Board of County Commissioners, in accordance with the Fee Schedule at Exhibit "3" attached to this Second Amendment.

C. Effective Date. This Amendment shall be effective upon and after full execution of this by both Parties.

D. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

PROFESSIONAL

By: 
Print: PATRICK COONEY
Title: FEDERAL DIRECTOR/MGR
Date: 8-24-23

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION OR ENTITY. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____
Anna Prizzia, Chair
Board of County Commissioners
Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

Exhibit 3: Price List

Proposed fee Schedule July 2021

A. Direct Burial Service at Evergreen Cemetery:

1. Infant \$425.00 (includes casket/vault combination)
2. Adult \$1200.00 (includes wooden casket & concrete grave liner)
3. Oversized below 300# \$1500.00 (includes oversized wooden casket & Oversized Concrete Grave liner)
4. Extreme Oversized 300+ \$2100.00 (includes oversized non seal metal casket & oversized concrete grave liner)

B. Cremation Service:

1. Infant \$175.00 (includes cremation container & plastic urn)
2. Adult \$675.00 (includes cremation container & plastic urn)
3. Oversized Adult +300 \$800.00 (includes wooden cremation tray & plastic urn)

C. Veteran Burial: \$775.00 (includes preparation and transportation to Florida National Cemetery, Bushnell, FL and includes wooden casket)

D. Anatomical Board: \$675.00 (includes Required Preparation and Transportation to the Anatomical Board at the University of Florida)