

**SECOND AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT  
BETWEEN ALACHUA COUNTY AND GASTON TREE DEBRIS LLC., FOR ANNUAL  
WOOD WASTE PROCESSING, NO. 11516**

THIS SECOND AMENDMENT TO AGREEMENT NO. 11516 (“Second 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 **Gaston Tree Debris Recycling, LLC**, a Florida Limited Liability Corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the Parties previously entered into a Contractual Services Agreement dated April 20, 2020 for Annual Wood Waste Processing, identified by No. 11516 (the “Agreement”); and

**WHEREAS**, the County previously elected to exercise its first option to renew the term of the Agreement and Parties entered into the First Amendment to the Agreement, dated September 28, 2021 (the “First Amendment”), which extended the term of the Agreement for a two-year period commencing October 1, 2021 through September 30, 2023, among other things; and

**WHEREAS**, the County now elects to exercise its second option to renew the term of the Agreement to allow the Contractor to furnish the goods or service to Alachua County; and

**WHEREAS**, the Parties desires to amend the Agreement to extend the term and to do as otherwise provided herein.

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

A. Amendment. Paragraph #1, of the Agreement titled “Term” is amended to read as follows:

The County has elected to exercise its second option to renew the Term of the Agreement. Accordingly, this Second Amendment shall take effect on October 1, 2023 and continue through September 30, 2025 (the “Final Renewal Term”) unless earlier terminated as provided herein. There are no further renewals remaining for this Agreement.

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: Paragraph #5 of the Agreement titled, "Alachua County Minimum Wage", the reference to the Alachua County Code of Ordinances, Chapter 22, Article III Minimum Wage Ordinance is hereby amended to reference Alachua County Code, Chapter 22, Article XII.

C. Amendment: Sub-Paragraph 5.1 and 5.2 in Paragraph5, titled "Alachua County Minimum Wage", are hereby amended and replaced in their entirety to read:

5.1 The current required Alachua County Government Minimum Wage is \$16.00 per hour when health Benefits are provided at the equivalent value of \$2.00 per hour and \$18.00 when health benefits are not provided (collectively, the "Minimum Wage").

5.2 The County may amend the applicable Minimum Wage on or before October 1st of each year.

D. Effective Date. Upon and after full execution of this Amendment by the Parties, this Amendment shall be effective on October 1, 2023.

E. 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 Second Amendment shall prevail.

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