

**SECOND AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT BETWEEN
ALACHUA COUNTY AND CEDARS BUSINESS SERVICES, LLC, NO. 13572**

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 Cedars Business Services, LLC, a Foreign limited liability company 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 for Annual Creditor Collection Services dated December 7, 2022, identified by No. 13572 (the “Agreement”); and

WHEREAS, the Parties previously entered into the First Amendment to the Agreement, dated July 3, 2024, (the “First Amendment”); and

WHEREAS, the Contractor has experienced a higher than expected level of collections for or on behalf of the County which requires an increase in the Agreement’s annual not to exceed amount; and

WHEREAS, the Parties desire to amend the Agreement to amend the payment provision and to do as otherwise provided herein.

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

A. Amendment. Section #5, of the Agreement titled “Payment”, specifically sub-section A, is amended to read as follows. Sub-section B of Section #5 is not modified by way of this Amendment.

A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services will be 21.26% of the Gross Collections made in accordance with Exhibit 1 and not exceed \$65,000.00 annually.

B. Effective Date. This Amendment shall be effective upon and after full execution by the Parties, this Amendment.

C. 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.

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

ALACHUA COUNTY, FLORIDA

By: _____

_____, Chair
Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

CONTRACTOR

By: Patrick D. Miller

Print: Patrick Miller

Title: Director of Government Development & Solutions

Date: 09/24/2024

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