

**SECOND AMENDMENT TO AGREEMENT WITH BOONE IMPROVEMENTS, INC
FOR ANNUAL LAWN MAINTENANCE FOR COUNTY PARKS, NO. 13867**

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 Boone Improvements, Inc, a Florida for profit 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 an Agreement dated August 10, 2023, for Annual Lawn Maintenance for County Parks, identified by No. 13867 (the “Agreement”); and

WHEREAS the Parties previously entered into the First Amendment to the Agreement dated July 10, 2024 (the “First Amendment”); and

WHEREAS, the County requires the services of the Contractor for a newly acquired Park; and

WHEREAS, the Parties desires to amend the Agreement to include that the services be completed at the new County Park and to make other amendments 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” sub-section A is amended to read as follows:

A. The County will pay the Contractor for timely and completed Services for those Parks identified in Scope of Services attached hereto in an amount not to exceed \$195,000.00 annually, as described in this Agreement and in accordance with the Rate Schedule attached as **Exhibit “2”** and incorporated herein.

B. **Amendment.** Section #11, of the Agreement titled “Alachua County Minimum Wage” is amended to read as follows:

11. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are ‘Covered Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”), and to the extent permitted by law, then during the term of this Agreement, Contractor shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit “4”**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to

change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$18.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$20.00 per hour without health benefits

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes. Should this section be or become invalid or unenforceable during the term of this Agreement, then such will be severed from this Agreement, and this shall not affect the other sections and remaining terms and conditions of this Agreement.

C. Amendment. In Exhibit #1, attached to the Agreement titled “Scope of Services”, specifically Paragraph #22 titled “Frequency and Scheduled Locations” is amended with the following updated table:

Annual Lawn Sample Schedule

Parks	January	February	March	April	May	June	July	August	September	October	November	December
Quadrant # 1												
High Springs Boat Ramp	2	2	2	4	4	5	4	5	4	4	2	2
Cellon Oak	2	2	2	4	4	5	4	5	4	4	2	2
Monteocha	2	2	2	4	4	5	4	5	4	4	2	2
Poe Springs	2	2	2	4	4	5	4	5	4	4	2	2
Quadrant # 2												
Lake Alto	2	2	2	4	4	5	4	5	4	4	2	2
Santa Fe Lake	2	2	2	4	4	5	4	5	4	4	2	2
Melrose Boat Ramp	2	2	2	4	4	5	4	5	4	4	2	2
Owen-Illinois	2	2	2	4	4	5	4	5	4	4	2	2
Copeland	2	2	2	4	4	5	4	5	4	4	2	2
Quadrant # 3												
Holden	2	2	2	4	4	5	4	5	4	4	2	2
Lochloosa	2	2	2	4	4	5	4	5	4	4	2	2
Kate Barnes Boat Ramp	2	2	2	4	4	5	4	5	4	4	2	2
Grove	2	2	2	4	4	5	4	5	4	4	2	2
Earl P. Powers	2	2	2	4	4	5	4	5	4	4	2	2
Chestnut	2	2	2	4	4	5	4	5	4	4	2	2
West End	2	2	2	4	4	5	4	5	4	4	2	2
Quadrant # 4												
Squirrel Ridge	2	2	2	4	4	5	4	5	4	4	2	2
Veterans	2	2	2	4	4	5	4	5	4	4	2	2
Watermelon Pond	2	2	2	4	4	5	4	5	4	4	2	2
Jonesville Park	2	2	2	4	4	5	4	5	4	4	2	2

D. Amendment. Exhibit #1, of the Agreement titled “Scope of Services”, specifically Paragraph #38-40 are hereby renumbered to Paragraphs 39-41.

E. Amendment. Exhibit #1, of the Agreement titled “Scope of Services”, is amended to add a new Paragraph #38, titled “Quadrant #3 Westend” to read as follows:

38. Quadrant #3 West End

1. The park consists of (75) acres but the work area will consist only of (65) acres to be mowed. The mowing area will consist of mowing the front parking area along Newberry Road and all accessible areas within the park boundaries excluding the 9-acre old driving range.

F. Amendment. Exhibit #1, of the Agreement titled "Scope of Services", Paragraph #41, titled "Approximate Acreage to Mow Quadrant #3" is amended to add a new sub-paragraph G to read as follows:

G. West End

1. Appx Mowing Acreage: 65
2. Address: 12830 W Newberry Rd, Newberry

G. Amendment. Exhibit #2, of the Agreement titled "Rate Schedule", is deleted in its entirety and replaced with a new Exhibit 2 attached to this Second Amendment.

H. Effective Date. This Second Amendment shall be effective upon and after full execution by the Parties.

I. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement, including the other provisions of Exhibit 1, 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 Second Amendment, the provisions of this Second Amendment shall prevail.

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

ALACHUA COUNTY, FLORIDA

By: _____

Mary C. Alford, 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: *[Signature]*

Print: RYAN BOONE

Title: PRESIDENT

Date: 9/25/2024

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.

Exhibit 2 - Rate Schedule

Description	Unit of Measure	Unit Cost
Quadrant #2 Lake Alto	Cost Per Mow	\$158.45
Quadrant #2 Santa Fe Lake	Cost Per Mow	\$158.45
Quadrant #2 Melrose Boat Ramp	Cost Per Mow	\$43.45
Quadrant #2 Owens-Illinois	Cost Per Mow	\$158.45
Quadrant #2 Copeland	Cost Per Mow	\$243.45
Quadrant #3 Holden	Cost Per Mow	\$43.45
Quadrant #3 Lochloosa	Cost Per Mow	\$43.45
Quadrant #3 Kate Barnes Boat Ramp formally known as M.K. Rawlings	Cost Per Mow	\$375.56
Quadrant #3 Grove Park	Cost Per Mow	\$100.95
Quadrant #3 Earl P. Powers	Cost Per Mow	\$343.45
Quadrant #3 Cynthia Moore Chestnut and Clark Bulter	Cost Per Mow	\$543.45
Quadrant #3 West End	Cost Per Mow	\$2,250.00
Changes to Acreage Mowed	Cost Per Acre	\$86.25