

**1<sup>ST</sup> AMENDMENT TO AGREEMENT  
WITH BIRD DOG FIRE AND LAND MANAGEMENT INC. FOR ANNUAL FIRELINE ROAD  
AND FUELS TREATMENT PROJECTS NO. 14087**

THIS FIRST 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 Bird Dog Fire & Land Management 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 County and Contractor previously entered into a Contractual Services Agreement dated for September 2, 2024 with Bird Dog Fire and Land Management Inc. for Annual Fireline Road and Fuels Treatment Projects, identified by No. 14087 (the “Agreement”); and

**WHEREAS**, the County has experienced higher than expected use of the services provided by the Contractor which requires an increase in the Agreements Not to Exceed amount; and

**WHEREAS**, the Parties desires to amend the Agreement to increase the established Agreement Not to Exceed amount from \$150,000.00 annually to \$400,000.00 annually 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” sub-section A is amended to read as follows. All other sub-sections of Section #5 remain unchanged by 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 not exceed \$400,000.00 annually. Payment will be in accordance with the Rate Schedule attached as Exhibit “2” to the Agreement and.

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

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.

*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK*

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

ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_  
Charles S. Chestnut, IV, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

ATTEST

APPROVED AS TO FORM

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

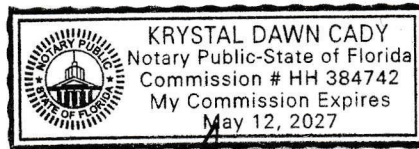
\_\_\_\_\_  
Alachua County Attorney's Office

CONTRACTOR

By: Carlos Gutierrez  
Print: CARLOS GUTIERREZ  
Title: Chief of Operations/owner  
Date: 11/07/2024

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.

Signed by: Carlos Gutierrez  
11-7-24  
Personally Known



Krystal Cady