

FIRST AMENDMENT TO PIGGYBACK PURCHASING AGREEMENT
(Hurricane/Disaster Debris Removal, Reduction and Disposal Services)

THIS FIRST AMENDMENT TO PIGGYBACK PURCHASING AGREEMENT (“First Amendment”) is entered into by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town”) and **Ashbritt, Inc.**, a corporation authorized to do business in the State of Florida (“Contractor”) (collectively, “Parties”) effective this ____ day of _____, 2025.

RECITALS

WHEREAS, pursuant to Resolution 2022-20, the Town entered into a Piggyback Purchasing Agreement with Ashbritt, Inc. (“Contractor”) utilizing Contractor’s master agreement with Solid Waste Authority of Palm Beach County, No. 22-201A (“SWA Agreement No. 22-201A”) for hurricane/disaster debris removal, reduction and disposal services (“Piggyback Purchasing Agreement”); and

WHEREAS, Resolution 2022-20 authorized the Mayor to execute any and all documents to implement the use of Agreement SWA No. 22-201A, including all renewals or extensions of the SWA Agreement No. 22-201A; and

WHEREAS, the SWA Agreement No. 22-201A expired on May 8, 2025, and Contractor and Solid Waste Authority of Palm Beach County entered into an Amendment #2 to extend the agreement for three (3) years, effective May 8, 2025 and expiring on May 7, 2028 as incorporated herein and attached hereto as Exhibit A; and

WHEREAS, consistent with the Amendment #2 to the SWA Agreement 22-201A, the Town and Contractor desire to extend the term of the Piggyback Purchasing Agreement for three (3) additional years as provided for in paragraph 6.10 of the Piggyback Purchasing Agreement, and provide for additional necessary updates as described below; and

WHEREAS, the purpose of this First Amendment is to amend the Piggyback Purchasing Agreement to extend the term of the agreement for three (3) years expiring on May 7, 2028, update the email address for public records requests, add required E-Verify language, and add required anti-human trafficking language; and

WHEREAS, the Town Council finds entering into this First Amendment serves a valid purpose.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and Contractor agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this First Amendment as true and correct statements.

SECTION 2: TERM. Pursuant to Section 6.10, “Effective date, term and renewal” of the Piggyback Purchasing Agreement, and consistent with Amendment #2 to the SWA Agreement 22-201A, the parties desire to extend the term of the Piggyback Purchasing Agreement for three (3) years, effective on the date of Town Council’s approval and expiring on May 7, 2028.

SECTION 3: PUBLIC RECORDS: Section 6.11(d) of the Piggyback Purchasing Agreement shall be amended to replace the email address for the custodian of public records with the following email address: VOAKES@LOXAHATCHEEGROVESFL.GOV.

SECTION 4: E-VERIFY. The Piggyback Purchasing Agreement shall be amended to add section 8, “E-Verify” as follows:

8 E-Verify

8.1 Pursuant to Section 448.095(5), Florida Statutes, Vendor shall:

a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under the Contract Documents) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors’ new employees;

b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien”;

c. Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to Town upon request;

d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the Contract Documents; and

f. Be aware that if Town terminates the Contract Documents under Section 448.095(5)(c), Florida Statutes, Vendor may not be awarded a contract for at least one (1) year after the date on which the Contract Documents are terminated and will be liable for any additional costs incurred by Town as a result of termination of the Contract Documents.

SECTION 5: NO OTHER CHANGES. Except as expressly amended herein, all terms and conditions of the Piggyback Purchasing Agreement shall remain in full force and effect.

SECTION 6: ENTIRE AGREEMENT. The Town and the Contractor agree that this First Amendment and the Piggyback Purchasing Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this First Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 7: COUNTERPARTS. This First Amendment may be executed in one or more counterparts and/or electronically or digitally, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this First Amendment.

SECTION 8: ANTI-HUMAN TRAFFICKING. By signing this First Amendment as set forth below, the Contractor’s authorized representative attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year set forth at the beginning of this document.

ATTESTS:

TOWN OF LOXAHATCHEE GROVES

By: _____
Valerie Oakes, Town Clerk

By: _____
Anita Kane, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Town Attorney

THOMPSON CONSULTING SERVICES, LLC

By: _____
Brittany Perkins Castillo, CEO

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ___ physical presence or ___ online notarization on this ___ day of _____ 2025, by _____, as the _____ [title] of Ashbritt, Inc., who is personally known to me or who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and he or she is duly authorized to execute the foregoing instrument and bind Ashbritt, Inc., to the same.

Notary Public Signature

Notary Seal: