

SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES – EMPLOYMENT AND LABOR LAW

THIS SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES – EMPLOYMENT AND LABOR LAW ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ALLEN, NORTON & BLUE, P.A.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 59-1287650) ("Law Firm").

WHEREAS, on March 9, 2021, City and Law Firm entered into an Agreement for Legal Services – Employment and Labor Law (the "Original Agreement"), City of Ocala Contract Number: HUM/210096 for a term from March 2, 2021 to March 1, 2022; and

WHEREAS, on February 27, 2024, City and Law Firm entered into a First Amendment to Agreement for Legal Services – Employment and Labor Law ("First Amendment"), to extend the Original Agreement for a three (3) year term from March 2, 2022 to March 1, 2025; and

WHEREAS, City and Law Firm now desire to increase the total expenditure limit under the terms of the Original Agreement; and

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Law Firm agree as follows:

1. **RECITALS.** City and Law Firm hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Law Firm, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **COMPENSATION.** City shall pay Law Firm a maximum limiting amount not to exceed **ONE HUNDRED TWENTY-FOUR THOUSAND, AND NO/100 DOLLARS (\$124,000)** over the contract term as full and complete compensation for the timely and satisfactory performance of services in compliance with the Original Agreement. The pricing in this Agreement may only be adjusted by written amendment executed by both parties.
4. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Allen, Norton & Blue, P.A.
Attn: Wayne L. Helsby, Partner
121 Majorca Avenue, Suite 300
Coral Gables, Florida 33134
PH: 305-445-7801
FAX: 305-442-1578
E-mail: whelsby@anblaw.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Law Firm, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
7. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this Second Amendment on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Barry Mansfield
City Council President

Approved as to form and legality:

ALLEN, NORTON & BLUE, P.A.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)