

SECOND AMENDMENT TO AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT

THIS SECOND AMENDMENT TO AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **TYNDALE ENTERPRISES, INC.**, a foreign for-profit corporation duly organized in the state of Pennsylvania and authorized to do business in the state of Florida (EIN# 23-2189889) ("Vendor").

WHEREAS, on October 13, 2023, City and Vendor entered into an Agreement for Direct Purchase Uniform Program Management (the "Original Agreement"), City of Ocala Contract Number: ELE/230220 for a three-year term, from August 2, 2023, to August 1, 2026; and

WHEREAS, on November 13, 2025, City and Vendor entered into a First Amendment to Agreement for Direct Purchase Uniform Program Management (the "First Amendment"), to amend the pricing schedule attached to the Original Agreement **as Exhibit B** and update the invoicing information contained in the Original Agreement.

WHEREAS, City and Vendor now desire to renew the Original Agreement for the sole two-year renewal term available under the terms of the Original Agreement.

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 Vendor agree as follows:

1. **RECITALS.** City and Vendor 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 Vendor 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. **RENEWAL TERM.** The Original Agreement is hereby renewed for a two (2) year term commencing **AUGUST 2, 2026**, and ending **AUGUST 1, 2028**.
4. **COMPENSATION.** City shall pay Vendor a price not to exceed **ONE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$160,000)** as full and complete compensation for the provision of services over the Renewal Term in accordance with the pricing schedule.
5. **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:

Tyndale Enterprises, Inc.
Attn: Barbara Fitzgeorge, VP of Marketing
5050 Applebutter Road
Pipersville, Pennsylvania 18947-1808
PH: 215-766-5660
E-mail: marketing@tyndaleusa.com

If to City of Ocala:

Jameel Barnes, Director
City of Ocala, Procurement & Contracting Department
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

6. **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.
7. **ELECTRONIC SIGNATURE(S).** Vendor, 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.
8. **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 First Amendment on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire J. Bethea Sr
City Council President

Approved as to form and legality:

TYNDALE ENTERPRISES, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)