

**SECOND AMENDMENT TO AGREEMENT FOR STREET SWEEPING SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT FOR STREET SWEEPING SERVICES ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ALL SEASONS LANDSCAPE CONTRACTORS, INC.**, a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN# 59-2415899) ("Contractor").

**WHEREAS**, on May 7, 2019, City and Contractor entered into an Agreement for Street Sweeping Services (the "Original Agreement"), City of Ocala Contract Number: PWD/180318 for a term of three (3) years, from May 8, 2019 to May 7, 2022; and

**WHEREAS**, on April 14, 2022, City and Contractor entered into a First Amendment to Agreement for Street Sweeping Services ("First Amendment") extending the term of the Original Agreement for the first of two available one-year terms and amending Exhibit B – Price Proposal to revise unit pricing; and

**WHEREAS**, City and Contractor desire to extend the Original Agreement, as amended, for the final one-year renewal period available under 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 Contractor agree as follows:

1. **RECITALS.** City and Contractor 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 Contractor, 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. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning **MAY 8, 2023** and terminating **MAY 7, 2024**.
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 Contractor:

All Seasons Landscape Contractors, Inc.  
Attn: Robert Taylor  
P.O. Box 358  
Fort McCoy, Florida 32134  
E-mail: [info@allseasonsinc.com](mailto:info@allseasonsinc.com)

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
PH: 352-629-8343  
E-mail: [notices@ocalafl.org](mailto:notices@ocalafl.org)



Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
Phone: 352-401-3972  
E-mail: [cityattorney@ocalafl.org](mailto:cityattorney@ocalafl.org)

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).** Contractor, 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.

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

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
James P. Hilty, Sr.  
City Council President

**Approved as to form and legality:**

**TOP QUALITY LAWN MAINTENANCE, LLC**

\_\_\_\_\_  
William E. Sexton, Esq.  
City Attorney

\_\_\_\_\_  
By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_  
(Title of Authorized Signatory)