

**SECOND AMENDMENT TO AGREEMENT FOR
EMERGENCY DEBRIS REMOVAL SERVICES - PRIMARY**

THIS SECOND AMENDMENT TO AGREEMENT FOR EMERGENCY DEBRIS REMOVAL SERVICES - PRIMARY ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **CERES ENVIRONMENTAL SERVICES, INC.**, a for-profit corporation duly organized in the state of Minnesota and authorized to do business in the state of Florida (EIN# 41-1816075) ("Contractor").

WHEREAS, on June 19, 2018, City and Contractor entered into an Agreement for Emergency Debris Removal Services - Primary (the "Original Agreement"), City of Ocala Contract No.: PWD/18-011A, for a term of three years from June 20, 2018 to June 19, 2021; and

WHEREAS, on May 5, 2021, City and Vendor entered into a First Amendment to Agreement for Emergency Debris Removal Services - Primary ("First Amendment") to renew the term of the Original Agreement for an additional one-year term from June 20, 2021 to June 19, 2022; and

WHEREAS, City and Vendor desire to extend the Original Agreement, as written, 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 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 the final one-year term beginning **JUNE 20, 2022** and terminating **JUNE 19, 2023**.
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 email. All notices shall be addressed to the respective parties as follows:



If to Vendor:

Ceres Environmental Services, Inc.
Attn: Suzan Dunlop, Contract Administrator
Attn: Tia Laurie, Subcontract Management
6968 Professional Parkway East
Sarasota, Florida 34240
PH: 800-218-4424 FAX: 866-228-5636
E-mail: suzan.dunlop@ceresenv.com
E-mail: Tia.laurie@ceresenv.com

If to City of Ocala:

Tiffany L. Kimball, Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8366 FAX: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to:

Robert W. Batsel, Jr., Esquire
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-579-6536
E-mail: rbatsel@lawyersocala.com

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).** 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.
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

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

CERES ENVIRONMENTAL, INC.

Robert W. Batsel, Jr.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)