

SECOND AMENDMENT TO AGREEMENT FOR UNDERGROUND/AERIAL CABLE INSTALLATION – AS NEEDED

THIS SECOND AMENDMENT TO AGREEMENT FOR UNDERGROUND/AERIAL CABLE INSTALLATION – AS NEEDED (“Second Amendment”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”) and **SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.**, a for-profit corporation duly organized in and authorized to do business in the state of Florida (EIN: 20-2532775) (“Contractor”).

WHEREAS, on December 16, 2022, City and Contractor entered into an Agreement Underground/Aerial Cable Installation – As Needed (the “Original Agreement”) for a term of two (2) years from December 7, 2022, to December 6, 2024; and

WHEREAS, on March 11, 2025, City and Contractor entered into a First Amendment to Agreement for Underground/Aerial Cable Installation – As Needed (the “First Amendment”) to revise the pricing schedule and to extend the term of the Original Agreement for the first of two one (1) year renewal terms available under the Original Agreement; and

WHEREAS, City and Contractor now desire to extend the Original Agreement for the second and final one (1) year renewal term available under the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor 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 **ONE (1) YEAR** term beginning on **DECEMBER 7, 2025**, and terminating **DECEMBER 6, 2026**.
4. **COMPENSATION.** The highest total compensation payable to Contractor by City for the satisfactory performance of services in compliance with the Contract Documents shall be **ONE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,300,000)** over the Renewal Term.
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 Contractor:

Service and Technology Network Solutions, Inc.
Attention: David Perdue
9288 SW 38th Avenue
Ocala, Florida 34476
Phone: 352-274-6689
E-mail: dperdue1959@yahoo.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 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).** 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.
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 Second Amendment on

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

**SERVICE AND TECHNOLOGY NETWORK
SOLUTIONS, INC.**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)