



**SECOND AMENDMENT TO AGREEMENT FOR WETLAND RECHARGE PARK
RESTROOM JANITORIAL SERVICES – DSBE**

THIS SECOND AMENDMENT TO AGREEMENT FOR WETLAND RECHARGE PARK RESTROOM JANITORIAL SERVICES - DSBE ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **FOREVER BLESSED DEVELOPMENTAL SERVICES, LLC**, a for-profit limited liability company duly organized and authorized to do business in the state of Florida (EIN: 14-2012966) ("Vendor").

WHEREAS, on November 6, 2020, City and Vendor entered into an Agreement for Wetland Recharge Park Restroom Janitorial Services – DSBE (the "Original Agreement"), City of Ocala Contract No.: FAC/200450, for a term of one year from November 3, 2020 through September 13, 2021; and

WHEREAS, on January 5, 2021, City and Vendor entered into a Change Order to amend the unit pricing for Emergency Cleaning services; and

WHEREAS, on September 2, 2021, City and Vendor entered into a First Amendment to Agreement for Wetland Recharge Park Restroom Janitorial Services – DSBE ("First Amendment") to renew the term of the Original Agreement for the first of two (2) one-year renewal terms provided for under the Agreement, from September 14, 2021 to September 13, 2022.

WHEREAS, City and Vendor now desire to extend the Original Agreement, as amended, for the second of two (2) one-year renewal terms provided for under the Original Agreement and amend the unit pricing for weekly cleaning services.

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, 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 a one-year term beginning **SEPTEMBER 14, 2022** and terminating **SEPTEMBER 13, 2023**. Thereafter, the parties acknowledge and agree that there are no remaining renewal terms available under the Original Agreement.



4. **AMENDMENT TO UNIT PRICING.** The unit pricing table set forth in Paragraph 4 – Compensation of the Original Agreement as Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the following table and Compensation paid to Vendor during the Renewal Term established by this Second Amendment shall be based on same:

Service	UOM	Cost
Weekly Cleaning – Wetland Recharge Park Restrooms (seven days/week)	Week	\$ 210.00
Weekly Cleaning – Pavilion Restrooms (seven days/week)	Week	\$ 525.00
Emergency Cleaning (upon City request)	Hour	\$ 40.00

5. **NOTICES.** All notices, certifications or communications required by this First 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: Forever Blessed Developmental Services, LLC
Attn: Kenyatta Leach
45 Dogwood Drive Loop
Ocala, Florida 34472
E-mail: foreverblessed.llc@gmail.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
Email: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-579-6536 FAX: 352-867-0237
Email: rbatsel@lawyersocala.com



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.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on
03 / 22 / 2022.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

/s/Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

**FOREVER BLESSED DEVELOPMENTAL
SERVICES, LLC**

Kenyatta Leach

By: _____

Forever Blessed Developmental Services

Printed Name

Kenyatta Leach

Title

TITLE	FOR SIGNATURES - First Amendment Janitorial Services.....
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Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Forever Blessed Developmental Services (foreverblessed.llc@gmail.com), Ken Whitehead (kwhitehead@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from drobinson@ocalafl.org
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03 / 21 / 2022
13:51:20 UTC-4

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03 / 21 / 2022
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Viewed by Forever Blessed Developmental Services (foreverblessed.llc@gmail.com)
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03 / 22 / 2022
15:45:21 UTC-4

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03 / 23 / 2022
13:57:14 UTC-4

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03 / 23 / 2022
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The document has been completed.