

**SECOND AMENDMENT TO AGREEMENT TO PROVIDE
AERIAL FIBER INSTALLATION SERVICES - ONGOING**

THIS SECOND AMENDMENT TO AGREEMENT TO PROVIDE AERIAL FIBER INSTALLATION SERVICES - ONGOING ("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 and authorized to do business in the state of Florida (EIN# 20-2532775) ("Vendor").

WHEREAS, on November 23, 2020, City, and Vendor entered into an Agreement to Provide Aerial Fiber Installation Services - Ongoing (the "Original Agreement"), City of Ocala Contract No.: OFN/200700; and

WHEREAS, on August 24, 2021, City, and Vendor entered into a First Amendment to Provide Aerial Fiber Installation Services - Ongoing (the "First Amendment") to attach and incorporate the proper Exhibit A and Exhibit B to the Original Agreement; and

WHEREAS, City and Vendor wish to increase the compensation of the original agreement to support expansion, customer growth, network reliability, road projects and potential storm damage restoration; and

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. **AMENDMENT TO PARAGRAPH 4 – COMPENSATION.** The language contained in Paragraph 4 – Compensation of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

COMPENSATION. City shall pay Vendor up to a maximum limiting amount of **FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000)**. (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the Agreement Term in accordance with the Contract Documents. The allowability of compensation sought under this Contract is expressly made subject to the terms of the Contract, and any pertinent Federal and State law.

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: Service and Technology Network Solutions, Inc.
Attention: David Perdue
9288 SW 38th Avenue
Ocala, FL 34474
E-Mail: dperdue1959@yahoo.com
PH: 352-274-6689

If to City: Daphne Robinson, Esq., Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue
Ocala, FL 34471
E-Mail: notices@ocalafl.org
PH: 352-629-8366 FAX: 352-690-2025

with copy to: Robert W. Batsel, Jr., Esq.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471
E-Mail: rbatsel@lawyersocala.com
PH: 352-579-6536

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 Agreement on 06 / 28 / 2022.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Ire Bethea Sr.

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.

Robert W. Batsel, Jr.

David G. Perdue

Robert W. Batsel, Jr.
City Attorney

Signature

Service and Technology Network Solutions, Inc.

Printed Name

Owner

Title

TITLE	FOR SIGNATURES - Second Amendment to Agreement to Provide.....
FILE NAME	FOR COUNCIL SIGNA... (OFN-200700).pdf
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STATUS	● Signed

Document History



SENT

06 / 22 / 2022

11:36:19 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Service and Technology Network Solutions, Inc. (dperdue1959@yahoo.com), Ire Bethea Sr. (ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org
IP: 216.255.240.104



VIEWED

06 / 27 / 2022

10:58:51 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
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SIGNED

06 / 27 / 2022

10:59:29 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
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VIEWED

06 / 27 / 2022

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Viewed by Service and Technology Network Solutions, Inc. (dperdue1959@yahoo.com)
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06 / 27 / 2022
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Signed by Service and Technology Network Solutions, Inc.
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06 / 28 / 2022
08:14:10 UTC-4

Viewed by Ire Bethea Sr. (ibethea@ocalafl.org)
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06 / 28 / 2022
08:15:28 UTC-4

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06 / 28 / 2022
11:10:17 UTC-4

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06 / 28 / 2022
11:10:26 UTC-4

Signed by Angel Jacobs (ajacobs@ocalafl.org)
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The document has been completed.