

SECOND AMENDMENT TO AGREEMENT FOR SECURITY GUARD SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR SECURITY GUARD SERVICES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **VIP SECURITY & INVESTIGATIONS, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 46-4596604) ("Vendor").

WHEREAS, on October 13, 2021, City and Vendor entered into an Agreement for Security Guard Services (the "Original Agreement") for a term of three (3) years from October 1, 2021, through September 30, 2024; and

WHEREAS, on September 17, 2024, City and Vendor entered into a First Amendment to Agreement for Security Guard Services (the "First Amendment") to extend the Original Agreement for the first of two available one-year renewal periods, from October 1, 2024 through September 30, 2025; and

WHEREAS, City and Vendor now desire to renew the Original Agreement for the final one-year renewal terms 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 Vendor agree as follows:

1. **RECITALS.** City and Vendor 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 Vendor, as amended, is hereby incorporated by reference as if set forth herein its entirety and remains in full force and effect except for those terms and conditions expressly amended by this Third Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional (1) one-year term commencing **OCTOBER 1, 2025**, and ending **SEPTEMBER 30, 2026**.
4. **COMPENSATION.** City shall pay Vendor a price not to exceed **THREE HUNDRED NINETY-NINE THOUSAND AND NO/100 DOLLARS (\$399,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.
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 Vendor:

VIP Security & Investigations, LLC
Attention: Angela Juaristic
4101 SW 7th Road
Ocala, Florida 34471
Phone: 352-427-2176
E-mail: vipocala@gmail.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).** 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 Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement 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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

VIP SECURITY & INVESTIGATIONS, LLC

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)