

SECOND AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – NORTHEAST AND NORTHWEST RIGHTS OF WAY AND MEDIANS

THIS SECOND AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – NORTHEAST AND NORTHWEST RIGHTS OF WAY AND MEDIANS (“Second Amendment”) is entered into by and between **CITY OF OCALA**, a Florida municipal corporation (“City”), and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for profit corporation duly organized and authorized to do business in the State of Florida (EIN# 27-4898723) (“Contractor”).

WHEREAS, on March 18, 2021, City and Contractor entered into an Agreement for Grounds Maintenance Services – Northeast and Northwest Rights of Way and Medians (the “Original Agreement”), City of Ocala Contract Number: PWD/200581 for a term of two (2) years, from March 17, 2021 to March 16, 2023; and

WHEREAS, on February 4, 2022, City and Contractor entered into a First Amendment to Agreement for Grounds Maintenance Services – Northeast and Northwest Rights of Way and Medians (“First Amendment”) amending Exhibit B – Price Proposal to revise unit pricing for the remainder of the initial term and amending Exhibit C – Mowing Maps to show the revised service locations; and

WHEREAS, City and Contractor now desire to extend the term of the Original Agreement for the first of two available one-year renewal periods.

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 Contractor agree as follows:

1. **RECITALS.** City and Contractor 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 Contractor, 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 an additional one-year term beginning **MARCH 17, 2023** and terminating **MARCH 16, 2024**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to one (1) additional one-year (1-year) period upon written agreement between the parties.
4. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served on the date delivered if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Southern Lawn Care Mid Florida, Inc.
Attn: Tim McQuaig
13900 NE 41st Terrace
Anthony, Florida 32617
Phone: 352-304-3921
E-mail: kawboy32x@gmail.com



If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
PH: 352-629-8343 FAX: 352-690-2025
E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
Email: cityattorney@ocalafl.org

- 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).** 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.
- 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:

SOUTHERN LAWN CARE MID FLORIDA, INC.

William E. Sexton

William E. Sexton, Esq.
City Attorney

Tim McQuaig
President

TITLE	Renewal of Grounds Maintenance Agreement - NE and NW ROWs...
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SENT

10 / 25 / 2022

09:24:16 UTC-4

Sent for signature to William E. Sexton, Esq.
 (ws Sexton@ocalafl.org) from plewis@ocalafl.org
 IP: 216.255.240.104



VIEWED

10 / 25 / 2022

14:13:19 UTC-4

Viewed by William E. Sexton, Esq. (ws Sexton@ocalafl.org)
 IP: 216.255.240.104



SIGNED

10 / 25 / 2022

14:35:20 UTC-4

Signed by William E. Sexton, Esq. (ws Sexton@ocalafl.org)
 IP: 216.255.240.104



COMPLETED

10 / 25 / 2022

14:35:20 UTC-4

The document has been completed.