

SECOND AMENDMENT TO AGREEMENT FOR WRECKER AND TOWING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR WRECKER AND TOWING SERVICES ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MICHAEL LESSARD, INC. D/B/A C&M TOWING & RECOVERY**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-2196763) ("Vendor").

WHEREAS, on January 2, 2019, City and Vendor entered into an Agreement for Wrecker and Towing Services (the "Original Agreement") for a term from January 1, 2019 to December 31, 2020; and

WHEREAS, on December 4, 2020, City and Vendor entered into a First Amendment to Agreement for Wrecker and Towing Services ("First Amendment") extending the term of the Original Agreement for the first of two one-year renewal periods; and

WHEREAS, City and Vendor desire to extend the Original Agreement, as written, for the final one-year renewal period available under the Original Agreement.

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. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning **JANUARY 1, 2022** and terminating **DECEMBER 31, 2023**.
4. **INVOICE SUBMISSION.** All invoices submitted by Vendor shall include the City Contract Number, and assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: City of Ocala Fleet Management Department, Attn: **John King, 1805 NE 30th Avenue, Bldg. 200, Ocala, Florida 34470, jking@ocalafl.org**.

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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:

C&M Towing & Recovery
Attn: Michael Lessard
2157 NE Jacksonville Road
Ocala, Florida 34470
PH: 352-629-6677
E-mail: candmtowing@cox.net

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
E-mail: tkimball@ocalafl.org

Copy to:

Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-579-6536
E-mail: 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 02 / 01 / 2022.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Angel B. Jacobs
City Clerk

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

MICHAEL LESSARD, INC.

D/B/A C&M TOWING & RECOVERY

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

Lisa Lessard

By: C & M Towing
and Recovery
(Printed Name)

Title: Vp
(Vice President or higher)

TITLE	For Signature: Renewal of Agreement for Wrecker and Towing...
FILE NAME	For Signature - A... - FLT 18-015.pdf
DOCUMENT ID	239b7d001f8a252697ba6f730a2ebe4cd9e37d74
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History



SENT

01 / 05 / 2022

13:42:42 UTC-5

Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Ken Whitehead (kwhitehead@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and C & M Towing and Recovery (candmtowing@cox.net) from plewis@ocalafl.org
IP: 216.255.240.104



VIEWED

01 / 27 / 2022

20:28:21 UTC-5

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
IP: 162.212.250.197



SIGNED

01 / 27 / 2022

20:29:27 UTC-5

Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
IP: 162.212.250.197



VIEWED

02 / 01 / 2022

09:08:40 UTC-5

Viewed by Ken Whitehead (kwhitehead@ocalafl.org)
IP: 216.255.240.104



SIGNED

02 / 01 / 2022

09:09:41 UTC-5

Signed by Ken Whitehead (kwhitehead@ocalafl.org)
IP: 216.255.240.104

TITLE	For Signature: Renewal of Agreement for Wrecker and Towing...
FILE NAME	For Signature - A... - FLT 18-015.pdf
DOCUMENT ID	239b7d001f8a252697ba6f730a2ebe4cd9e37d74
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Document History



02 / 01 / 2022
12:19:58 UTC-5

Viewed by Angel B. Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



02 / 01 / 2022
12:20:14 UTC-5

Signed by Angel B. Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



02 / 01 / 2022
16:40:55 UTC-5

Viewed by C & M Towing and Recovery (candmtowing@cox.net)
IP: 68.202.190.175



02 / 01 / 2022
16:41:40 UTC-5

Signed by C & M Towing and Recovery (candmtowing@cox.net)
IP: 68.202.190.175



02 / 01 / 2022
16:41:40 UTC-5

The document has been completed.