

**FIRST AMENDMENT TO AGREEMENT FOR STREET SWEEPING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR STREET SWEEPING SERVICES ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ALL SEASONS LANDSCAPE CONTRACTORS, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 59-2415899) ("Contractor").

**WHEREAS**, on May 7, 2019, City and Contractor entered into an Agreement for Street Sweeping Services (the "Original Agreement"), City of Ocala Contract Number: PWD/180318; and

**WHEREAS**, the term of the Original Agreement commenced on May 8, 2019 and is set to expire on May 7, 2022; and

**WHEREAS**, City and Contractor desire to extend the Original Agreement, as written, for the first of two additional one-year renewal periods available under the Original Agreement and update Contractor pricing as set forth in Exhibit B – Price Proposal.

**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 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 First Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit B – Price Proposal**.
4. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning **MAY 8, 2022** and terminating **MAY 7, 2023**. 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.

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 Contractor: All Seasons Landscape Contractors, Inc.  
Attn: Robert Taylor  
P.O. Box 358  
Fort McCoy, Florida 32134  
PH: 352-236-4294  
E-mail: [info@allseasonsinc.com](mailto:info@allseasonsinc.com)

If to City of Ocala: Tiffany L. Kimball, Contracting Officer  
City of Ocala, City Hall  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
PH: 352-629-8366 FAX: 352-690-2025  
Email: [tkimball@ocalafl.org](mailto:tkimball@ocalafl.org)

Copy to: Robert W. Batsel, Jr.  
Gooding & Batsel, PLLC  
1531 SE 36<sup>th</sup> Avenue  
Ocala, Florida 34471  
PH: 352-579-6536  
Email: [rbatsel@ocalalaw.com](mailto:rbatsel@ocalalaw.com)

6. **COUNTERPARTS.** This First 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).** 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 First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.



8. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First 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 First Amendment.

**IN WITNESS WHEREOF,** the parties have executed this First Amendment on

\_\_\_\_\_.

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Ire Bethea, Sr.  
City Council President

**Approved as to form and legality:**

**ALL SEASONS LANDSCAPE  
CONTRACTORS, INC.**

\_\_\_\_\_  
Robert W. Batsel, Jr.  
City Attorney

\_\_\_\_\_  
By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_  
(Vice President or higher)