

SECOND AMENDMENT TO AGREEMENT FOR INVASIVE EXOTIC PLANT CONTROL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR INVASIVE EXOTIC PLANT CONTROL SERVICES ("Second Amendment") is entered into by and between <u>CITY OF OCALA</u>, a Florida municipal corporation ("City"), and <u>ROCKHOPPER SERVICES</u>, <u>INC.</u>, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 59-3182225) ("Vendor").

WHEREAS, on April 16, 2019, City and Rockhopper Services, Inc. entered into an Agreement for Invasive Exotic Plant Control Services (the "Original Agreement"), City of Ocala Contract No.: REC/190045, for a term of two years from April 17, 2019 to April 16, 2021; and

WHEREAS, on February 18, 2021, City and Rockhopper Services, Inc. entered into a First Amendment to Agreement for Invasive Exotic Plant Control Services ("First Amendment") to renew the term of the Original Agreement for an additional one-year term from April 17, 2021 to April 16, 2022; 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.
- 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 the final one-year term beginning **APRIL 17, 2022** and terminating **APRIL 16, 2023**.
- 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:

CONTRACT# REC/190045



If to Vendor: Rockhopper Services, Inc.

Attn: Lewis Collins

8940 Bunker Hill Road Duette, Florida 34219

PH: 941-776-5022

E-mail: rockhopper@hughes.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

Email: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr., Esquire

Gooding & Batsel, PLLC

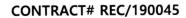
1531 SE 36th Avenue Ocala, Florida 34471

PH: 352-579-6536

Email: rbatsel@lawyersocala.com

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 Second Amendment on 04 / 12 / 2022

ATTEST:	CITY OF OCALA
Angel B. Jacobs	Ken Whitehead
Angel B. Jacobs	Ken Whitehead
City Clerk	Assistant City Manager
Approved as to form and legality:	ROCKHOPPER SERVICES, INC.
Robert W. Batsel, Jr. Robert W. Batsel, Jr.	2 Y Ch
City Attorney	By: Rockhopper Services, Inc (Printed Name)
	Title: <u>President</u> (Title)



FOR SIGNATURES - Second Amendment to Agreement for Invasive......

FILE NAME 18857.original

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AUDIT TRAIL DATE FORMAT MM / DD / YYYY

status • Signed

Document History

O	04 / 05 / 2022	Sent for signature to Robert W. Batsel, Jr.
SENT	10:48:38 UTC-4	(rbatsel@lawyersocala.com), Rockhopper Services, Inc
		(rockhopper@hughes.net), Ken Whitehead
		(kwhitehead@ocalafl.org) and Angel Jacobs
		(ajacobs@ocalafl.org) from biverson@ocalafl.org
		IP: 216.255.240.104
\odot	04 / 06 / 2022	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
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r	04 / 06 / 2022	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
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\odot	04 / 08 / 2022	Viewed by Rockhopper Services, Inc (rockhopper@hughes.net)
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e	04 / 11 / 2022	Signed by Rockhopper Services, Inc (rockhopper@hughes.net)
SIGNED	19:34:09 UTC-4	IP: 67.142.112.51



TITLE

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Signed by Angel Jacobs (ajacobs@ocalafl.org)

SIGNED

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COMPLETED

04 / 12 / 2022 09:46:43 UTC-4 The document has been completed.