

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 **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ROCKHOPPER SERVICES, INC.**, 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.
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 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:



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.



CONTRACT# REC/190045

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
City Clerk

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

ROCKHOPPER SERVICES, INC.

Robert W. Batsel, Jr.

[Signature]

Robert W. Batsel, Jr.
City Attorney

By: Rockhopper Services, Inc
(Printed Name)

Title: President
(Title)

TITLE	FOR SIGNATURES - Second Amendment to Agreement for Invasive.....
FILE NAME	18857.original
DOCUMENT ID	0f5fc9ce49e49c80f40f5d88a09932a37808abf4
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History



04 / 05 / 2022
10:48:38 UTC-4

Sent for signature to Robert W. Batsel, Jr.
(rbatsel@lawyersocala.com), Rockhopper Services, Inc
(rockhopper@hughes.net), Ken Whitehead
(kwhitehead@ocalafl.org) and Angel Jacobs
(ajacobs@ocalafl.org) from biverson@ocalafl.org
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04 / 06 / 2022
08:26:38 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
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04 / 06 / 2022
08:27:41 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
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04 / 08 / 2022
20:03:55 UTC-4

Viewed by Rockhopper Services, Inc (rockhopper@hughes.net)
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04 / 11 / 2022
19:34:09 UTC-4

Signed by Rockhopper Services, Inc (rockhopper@hughes.net)
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TITLE	FOR SIGNATURES - Second Amendment to Agreement for Invasive.....
FILE NAME	18857.original
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04 / 12 / 2022
09:34:15 UTC-4

Viewed by Ken Whitehead (kwhitehead@ocalafl.org)
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04 / 12 / 2022
09:34:55 UTC-4

Signed by Ken Whitehead (kwhitehead@ocalafl.org)
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04 / 12 / 2022
09:46:31 UTC-4

Viewed by Angel Jacobs (ajacobs@ocalafl.org)
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Signed by Angel Jacobs (ajacobs@ocalafl.org)
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The document has been completed.