

**SECOND AMENDMENT TO AGREEMENT TO PROVIDE CONSIGNMENT
AUTOMOBILE PARTS INVENTORY SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT TO PROVIDE CONSIGNMENT AUTOMOBILE PARTS INVENTORY SERVICES ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **HTJ HEFLIN, INC. d/b/a FLORIDA HYDRAULIC INDUSTRIAL**, a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN# 47-2138348) ("Vendor").

WHEREAS, on October 8, 2019, City and Vendor entered into an Agreement to Provide Consignment Automobile Parts Inventory Services (the "Original Agreement"), City of Ocala Contract Number: FLT/190596, for a term of two years from October 1, 2019 to September 30, 2021; and

WHEREAS, on October 8, 2021, City and Vendor entered into a First Amendment to Agreement to Provide Consignment Automobile Parts Inventory Services (the "First Amendment"), City of Ocala Contract Number: FLT/190596, to renew the term of the Original Agreement for an additional one-year term from October 1, 2021 to September 30, 2022; and

WHEREAS, City and Vendor now to 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 **OCTOBER 1, 2022** and terminating **SEPTEMBER 30, 2023**.
4. **RENEWAL TERM COMPENSATION.** The highest total compensation payable to Vendor by City under this Second Amendment for the timely and satisfactory performance of services in compliance with the Contract Documents shall be **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000)** (the "Maximum Limiting Amount"). The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.
 - A. **Pricing.** Vendor shall be compensated in accordance with the pricing schedule set forth in the attached **Exhibit B – Parts Inventory and Price Schedule**.
 - B. **Invoice Submission.** All invoices submitted by Vendor shall include the City Contract Number, an 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: **Ganesh (Vinny) Harrinarain**, 1805 NE 30th Avenue, Bldg. 200, Ocala, Florida 34470, E-mail: gharrinarain@ocalafl.org.

- C. **Parts Itemization Report.** A report itemizing all parts provided during the preceding month must be submitted with each pay request. This report will serve as support for payment to Vendor and the basis for payment in the event that the project is suspended or abandoned.
 - D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed.
 - E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
 - F. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **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 Vendor:

HTJ Heflin, Inc.
Attn: Mike O'Leary
4130 SW 13th Street
Ocala, Florida 34474
PH: 352-291-0160
E-mail: sales-team@floridahydraulic.com

If to City of Ocala:

Daphne M. Robinson, Esq. - Contracting Officer
City of Ocala – Contracting & Procurement
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343 FAX: 352-690-2025
Email: notices@ocalafl.org

Copy to: William E. Sexton, Esq. - City Attorney
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 PH: 352-629-3972
 Email: cityattorney@ocalafl.org

- 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 / 06 / 2023.

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:

**HTJ HEFLIN, INC. D/B/A
FLORIDA HYDRAULIC INDUSTRIAL**

William E. Sexton

HTJ HEFLIN

William E. Sexton, Esq.
City Attorney

By: HTJ Heflin, Inc.
(Printed Name)

Title: PRESIDENT
(Title of Authorized Signatory)

Vendor shall provide, on consignment, a stock of specified automotive parts at the City of Ocala's Fleet Management parts room located at 1805 NE 30th Avenue, Building 200, Ocala, Florida 34470. The City agrees to purchase consignment parts after the items are issued for repairs.

Vendor shall provide the parts in the following categories:

- Hydraulic hoses
- Hydraulic fittings, couplings, and adapters

Vendor Responsibilities

Vendor shall be required to:

- Fully stock agreed upon inventory within ten (10) business days of the effective date of the Agreement.
- Maintain an onsite parts fill rate of ninety-five percent (95%).
- Provide parts that are not "in stock" within twenty-four (24) hours. If a part is back-ordered, vendor shall notify Fleet Parts Coordinator immediately.
- Conduct necessary cycle counts monthly, and adjust inventory levels appropriately.
- Accept responsibility for any shortages* in inventory levels and take immediate action to rectify.
- Conduct a weekly bin inventory audit and invoice reconciliation.
- Provide a detailed report with every monthly invoice itemizing all parts invoiced for the month, including part description, part number, quantity and cost.
- Pass down to City, by way of a credit or reduction in price of parts, for all manufacturers' rebates and/or credits received by the vendor for parts issued to the City.
- Administer all warranty claims for defective parts. If a part is defective or inferior, the Vendor will provide a replacement part during the warranty period (or a refund) at no additional cost to the City.

* The term "shortage" shall be defined as having an on-site part fills rate of less than ninety-five percent (95%).

City Responsibilities

City shall be required to:

- Grant Vendor reasonable access to Fleet Management's secured parts room during normal business hours (Monday-Friday from 7 a.m. to 5 p.m.) to stock and replenish agreed inventory. The parts room shall be managed by the Fleet Parts Coordinator.
- The Fleet Director Head or Division Head will approve all new product lines or changes before introduction to City Fleet for use.

The City at any time may discontinue use, or specify part brand, type and quantity to stock as inventory.

Parts Requirements

- Manufacturers' price increases/decreases for parts shall be limited to three percent (3%) during any twelve-month period under the Agreement and shall require prior approval by Fleet Director or Division Head.
- Quality of all parts must be new and meet or exceed the quality of the parts furnished by the original equipment manufacturer (OEM).

EXHIBIT B - PARTS INVENTORY AND PRICE SCHEDULE**CONTRACT #: FLT/190596**

Parts	Brand	Part Number	Unit of Measure	Unit Cost
HYD HOSE FITTINGS	Gates	G251000404	EA	\$3.62
HYD HOSE FITTINGS	Gates	G251000606	EA	\$4.20
HYD HOSE FITTINGS	Gates	G251000806	EA	\$5.18
HYD HOSE FITTINGS	Gates	G251000808	EA	\$4.97
HYD HOSE FITTINGS	Gates	G251001212	EA	\$9.79
HYD HOSE FITTINGS	Gates	G251050606	EA	\$6.91
HYD HOSE FITTINGS	Gates	G251050808	EA	\$8.11
HYD HOSE FITTINGS	Gates	G251100606	EA	\$5.47
HYD HOSE FITTINGS	Gates	G251110606	EA	\$6.22
HYD HOSE FITTINGS	Gates	G251200608	EA	\$6.10
HYD HOSE FITTINGS	Gates	G251200808	EA	\$6.60
HYD HOSE FITTINGS	Gates	G251650808	EA	\$5.57
HYD HOSE FITTINGS	Gates	G251650810	EA	\$6.77
HYD HOSE FITTINGS	Gates	G251651212	EA	\$10.97
HYD HOSE FITTINGS	Gates	G251651616	EA	\$18.86
HYD HOSE FITTINGS	Gates	G251700404	EA	\$4.30
HYD HOSE FITTINGS	Gates	G251700406	EA	\$4.63
HYD HOSE FITTINGS	Gates	G251700606	EA	\$4.99

EXHIBIT B - PARTS INVENTORY AND PRICE SCHEDULE

CONTRACT #: FLT/190596

Parts	Brand	Part Number	Unit of Measure	Unit Cost
HYD HOSE FITTINGS	Gates	G251700608	EA	\$5.81
HYD HOSE FITTINGS	Gates	G251700808	EA	\$6.65
HYD HOSE FITTINGS	Gates	G251700810	EA	\$7.20
HYD HOSE FITTINGS	Gates	G251701212	EA	\$13.87
HYD HOSE FITTINGS	Gates	G251701616	EA	\$21.72
HYD HOSE FITTINGS	Gates	G251751212	EA	\$34.54
HYD HOSE FITTINGS	Gates	G251751616	EA	\$48.55
HYD HOSE FITTINGS	Gates	G251790404	EA	\$8.78
HYD HOSE FITTINGS	Gates	G251790606	EA	\$10.87
HYD HOSE FITTINGS	Gates	G251790808	EA	\$12.46
HYD HOSE FITTINGS	Gates	G251800808	EA	\$15.29
HYD HOSE FITTINGS	Gates	G251810808	EA	\$13.51
NYLON PROTECTIVE	Gates	G818000020	FT	\$1.06
HOSE#6	Gates	UPT70391	FT	\$2.74
HOSE#8	Gates	UPT70392	FT	\$3.12
HOSE#12	Gates	UPT70394	FT	\$4.56
HOSE # 16	Gates	UPT70395	FT	\$6.58

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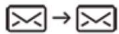
Document History



SENT

01 / 12 / 2023
12:28:07 UTC-5

Sent for signature to HTJ Heflin, Inc. (accounting@floridahydrolic.com), William E. Sexton (wsexton@ocalafl.org), Ken Whitehead (kwhitehead@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org
IP: 216.255.240.104



EMAIL CHANGED

01 / 12 / 2023
12:35:24 UTC-5

accounting@floridahydrolic.com was changed to accounting@floridahydraulic.com after requester reassignment.
IP: 216.255.240.104



VIEWED

01 / 13 / 2023
09:17:59 UTC-5

Viewed by HTJ Heflin, Inc. (accounting@floridahydraulic.com)
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SIGNED

01 / 30 / 2023
09:14:16 UTC-5

Signed by HTJ Heflin, Inc. (accounting@floridahydraulic.com)
IP: 63.151.59.83

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Viewed by William E. Sexton (wsexton@ocalafl.org)
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02 / 03 / 2023
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02 / 05 / 2023
12:06:54 UTC-5

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02 / 06 / 2023
17:31:39 UTC-5

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02 / 07 / 2023
11:11:03 UTC-5

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02 / 07 / 2023
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The document has been completed.