

**SECOND AMENDMENT TO AGREEMENT FOR DUMPSTER PAINTING AND REPAIR SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT FOR DUMPSTER PAINTING AND REPAIR SERVICES ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **NORTH FLORIDA CONTAINER & TRUCK REPAIR, LLC**, a limited liability corporation duly organized and authorized to do business in the state of Florida (EIN: 45-4336283) ("Vendor").

**WHEREAS**, on November 23, 2020, City and North Florida Container & Truck Repair, LLC entered into an Agreement for Dumpster Painting and Repair Services (the "Original Agreement"), City of Ocala Contract No.: PWD/200400, for a term of three years from November 18, 2020 through November 17, 2023; and

**WHEREAS**, on September 23 2021, City and North Florida Container & Truck Repair, LLC entered into a First Amendment to Agreement for Dumpster Painting and Repair Services to amend the pricing set forth in Exhibit B – Price Proposal; and

**WHEREAS**, City and Vendor now desire to renew the Original Agreement, for the first of two one-year renewals 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, as amended, 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, as amended, is hereby renewed for an additional one-year term beginning on **NOVEMBER 18, 2023** and terminating **NOVEMBER 19, 2024**. 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.
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:

North Florida Container & Truck Repair, LLC  
Attention: Chuck Blanton  
4240 SE 95th Street  
Ocala, Florida 34480  
Phone: 352-427-9970  
E-mail: [chuckblanton25@yahoo.com](mailto:chuckblanton25@yahoo.com)

If to City of Ocala:

Daphne Robinson, Esq., Contracting Officer  
City of Ocala  
110 SE Watula Avenue, Third Floor  
Ocala, FL 34471  
E-Mail: [notices@ocalafl.org](mailto:notices@ocalafl.org)  
PH: 352-629-8343

Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, Third Floor  
Ocala, FL 34471  
E-Mail: [cityattorney@ocalafl.org](mailto:cityattorney@ocalafl.org)

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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]**



**IN WITNESS WHEREOF**, the parties have executed this Second Amendment on \_\_\_\_\_.

**ATTEST:**

**CITY OF OCALA**

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

\_\_\_\_\_  
James P. Hilty, Sr.  
City Council President

**Approved as to form and legality:**

**NORTH FLORIDA CONTAINER & TRUCK  
REPAIR, LLC**

\_\_\_\_\_  
William E. Sexton Esq.  
City Attorney

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Authorized Signatory