



**SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN
ELECTRX AND HEALTH SOLUTIONS, LLC AND THE CITY OF OCALA**

THIS SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN ELECTRX AND HEALTH SOLUTIONS, LLC AND THE CITY OF OCALA ("Second Amendment") is entered into this 17th day of March, 2020, by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ELECTRX AND HEALTH SOLUTIONS, LLC**, a for profit corporation duly organized in the State of Michigan and authorized to do business in the State of Florida ("ElectRx").

WHEREAS, on November 21, 2016, City and ElectRx entered into a Memorandum of Understanding to establish the terms and conditions under which City of Ocala employees, their eligible dependents, and various other groups could participate in a voluntary program to acquire certain pharmaceutical products for personal consumption from mail order pharmacies at the lowest net cost, City of Ocala Contract Number: RSK/16-012, for a term of two years, from January 1, 2017 through December 31, 2019 (the "Original Agreement"); and

WHEREAS, on or about June 6, 2017, City and ElectRx entered into Amendment 1 – Amendment Adding Specialty Drug Products to the Original Agreement ("First Amendment") to establish the terms and conditions under which City of Ocala employees, their eligible dependents, and various other groups could participate in an expanded voluntary Specialty Drug Program for the remainder of the term of the Original Agreement; and

WHEREAS, City and ElectRx desire to extend the Original Agreement, as amended, for a an additional two-year renewal period and to further amend the Original Agreement allow for additional renewal periods as the parties agree.

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 ElectRx agree as follows:

1. **RECITALS.** City and ElectRx hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT AND FIRST AMENDMENT.** The Original Agreement between City and ElectRx and First Amendment are hereby incorporated by reference as if set forth herein in its entirety and remain 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 two-year term beginning JANUARY 1, 2020 and terminating DECEMBER 31, 2022. This Agreement may be terminated, for any reason or cause, by either party upon THIRTY (30) days written notice, which notice shall be delivered by certified mail to the addresses listed below. This Agreement may be renewed for up subsequent terms upon the mutual written consent of both parties.
4. **NOTICES.** Any notices, consents, approvals, statements, authorizations, documents, or other communications (collectively Notices) required or permitted to be given hereunder shall be in writing, and shall be delivered personally (which shall include confirmed or receipted delivery by a courier) or mailed by registered mail, postage prepaid, to the parties at their respective addresses set forth hereunder, namely:

If to ElectRx and Health Solutions LLC: 32232 Crossbow
Beverly Hills, Michigan 48025
United States of America

With a Copy to: Christopher R. Martella, Esq.
Kemp Klein Law Firm
201 W. Big Beaver, Suite 600
Troy, Michigan 48084
United States of America

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



With a Copy to:

Patrick G. Gilligan, Esq.
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-867-7707
FAX: 352-867-0237
Email: pgilligan@ocalalaw.com

Or at any such other address or addresses as may be given by any of them to the other in writing from time to time. Such notices, if mailed, shall be deemed to have been given on the fourth business day (excluding Saturday and Sunday) following such mailing or, if delivered personally, shall be deemed to have been given on the day of delivery, if a business day, or, if not a business day, on the business day next following the day of delivery; provided that if such notice shall have been mailed and if regular mail service shall be interrupted by strike or other irregularity before the deemed receipt of such notice as aforesaid, then such notice shall not be effective unless delivered.

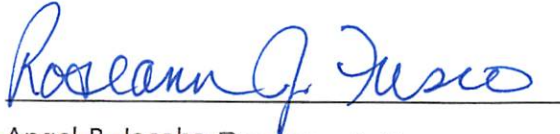
5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** ElectRx, if and by offering an electronic signature in any form whatsoever, will accept and agree to be 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 the date set forth above.

ATTEST:

CITY OF OCALA



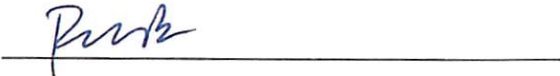
~~Angel B. Jacobs~~ **Roseann J. Fusco**
~~City Clerk~~ **Deputy City Clerk**



Jay Musleh
City Council President

Approved as to form and legality:

ELECTRX AND HEALTH SOLUTIONS, LLC



Robert W. Batsel, Jr.
Assistant City Attorney



By: _____
(Printed Name)

Title: _____
(Vice President or higher)



ACCEPTED BY CITY COUNCIL
March 17, 2020
DATE
OFFICE OF THE CITY CLERK

TITLE	FOR REVIEW & SIGNATURE: [SECOND AMENDMENT] – [ELECTRX AND...
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Document History



03 / 23 / 2020
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Sent for signature to Christopher Martella
(Chris.Martella@KKUE.com) from slewis-lake@ocalafl.org
IP: 216.255.240.104



03 / 26 / 2020
15:35:48 UTC-5

Viewed by Christopher Martella (chris.martella@kkue.com)
IP: 68.56.22.55



03 / 26 / 2020
15:37:30 UTC-5

Signed by Christopher Martella (chris.martella@kkue.com)
IP: 68.56.22.55



COMPLETED

03 / 26 / 2020
15:37:30 UTC-5

The document has been completed.