

SECOND AMENDMENT TO AGREEMENT FOR UNIFORM SUPPLY AND DELIVERY SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR UNIFORM SUPPLY AND DELIVERY SERVICES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **READ'S UNIFORMS, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 85-2699502) ("Vendor").

WHEREAS, on September 25, 2022, City and Vendor entered into an Agreement for Uniform Supply and Delivery Services (the "Original Agreement"), City of Ocala Contract No.: OFR/220630 for a term of three years from September 20, 2022 through September 19, 2025; and

WHEREAS, on February 8, 2023, City and Vendor entered into a First Amendment to Agreement for Uniform Supply and Delivery Services (the "First Amendment") to revise the line items and pricing in the Original Agreement; and

WHEREAS, due to a scrivener's error, the Original Agreement incorrectly indicated that renewals were not available; however, percurrent to the Contract Documents, the Original Agreement offers two (2) one-year renewal terms; and

WHEREAS, the City and Vendor wish to extend the Original Agreement, as amended, for the first of the two available one-year renewal terms.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement, as amended, 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, as amended, is hereby renewed for an additional one-year term beginning on **SEPTEMBER 20, 2025**, and terminating **SEPTEMBER 19, 2026**. Thereafter, this Agreement may be renewed for **ONE (1)** optional **ONE (1) YEAR** period by written consent between City and Vendor.
4. **COMPENSATION.** Vendor shall be paid a price not to exceed the maximum limiting amount of **ONE HUNDRED THIRTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$138,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision services in accordance with the pricing described in the Original Agreement, as amended.
5. **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 e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Read's Uniforms, LLC
Attention: David George
4 Sweeten Creek Crossing
Asheville, North Carolina 28803
Phone: 828-412-8950
E-mail: david.george@readsuniforms.net

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

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.

[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

Kristen Dreyer
City Council President

Approved as to form and legality:

READ'S UNIFORMS, LLC

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____

Title: _____
(Title of Authorized Signatory)