

SECOND AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR COMMERCIAL DIVING SERVICES: REPAIR OF UNDERWATER PIPES AND STRUCTURES

THIS SECOND AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR COMMERCIAL DIVING SERVICES: REPAIR OF UNDERWATER PIPES AND STRUCTURES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **IN DEPTH, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 82-1293180) ("Contractor").

WHEREAS, on December 17, 2024, City and Contractor entered into a Cooperative Purchasing Agreement for the provision of commercial diving services for the repair of underwater pipes, and structures, (the "Original Agreement") City of Ocala Contract Number WRS/250225 for a term from December 20, 2024, through March 18, 2025; and

WHEREAS, on March 14, 2025, City and Contractor entered into a First Amendment to Cooperative Purchasing Agreement for Commercial Diving Services: Repair of Underwater Pipes and Structures to extend the term for the Original Agreement for the first of three one-year renewal periods, from March 19, 2025, to March 18, 2026; and

WHEREAS, City and Contractor desire to increase the maximum expenditure allowed over the renewal term.

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

1. **RECITALS.** City and Contractor 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 between City and Contractor, 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. **AMNENDMENT TO COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory performance of services over the Renewal Term beginning March 19, 2025, and ending March 18, 2026.
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 e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

In Depth Inc.

Attention: Zachary J. Rogers

1473 Old Haw Creek Road

Bunnell, Florida 32110

Phone: 386-202-2771

E-mail: zach@indepthserviceinc.com

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

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).** Contractor, 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

Kristen Dreyer
City Council President

Approved as to form and legality:

IN DEPTH INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)