

SECOND AMENDMENT TO THE AGREEMENT

In accordance with the Non-Rec Mowing Agreement entered into on September 19, 2017, and all of its amendments (if any), collectively (the "Agreement") this Second Amendment to the Agreement (this "Amendment") is made and entered into by and between **Extreme Enterprises of Marion County, Inc.**, whose address is 2350 NE 40th St., Ocala, FL 34479; possessing FEIN **20-0079563**, (hereinafter referred to as "Contractor") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of Contractor, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and Contractor (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 18BE-002, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment renews the Agreement for five (5) years, effective upon approval by COUNTY'S Board of County Commissioners, and ending December 31, 2024 (the "Term"), with one (1) optional five (5) year renewal remaining.
3. This Amendment adds the following provision to the Agreement under section 2.0 RESPONSIBILITIES in the original agreement:
 - Debris shall not be deposited into County or privately owned trash receptacles or dumpsters located on site.
 - The only exception shall be for any tree debris picked up at the McPherson Complex. Tree debris picked up while servicing the McPherson Complex shall be dumped in the Facilities Management debris dumpster, located on the east side of the Facilities Management building, and between the Parks and Recreation building and the Facilities Management paint shop.

4. Public Records Compliance.

- A. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Public Relations | 601 SE 25th Ave | Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marioncountyfl.org

- B. CONTRACTOR shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of Contractor or keep and maintain public records required by COUNTY to perform the Work. If Contractor transfers all public records to COUNTY upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

- C. If Contractor fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

5. **Contractor Conduct.** These Guidelines govern Contractor doing work on COUNTY property, as well as Contractor's employees, agents, consultants, and others on COUNTY property in connection with the Contractor's work or at the Contractor's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that Contractor and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** Contractor and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or

other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.


- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by Contractor or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** Contractor and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** Contractor and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** Contractor and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

Contractor is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, Contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of Contractor's contracts with COUNTY.

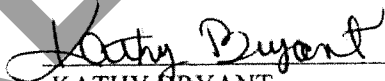
8. **Notices.** Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time.

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:


DAVID R. ELLSPERMANN, DATE 1/21/2020
CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA



KATHY BRYANT DATE 1/21/2020
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

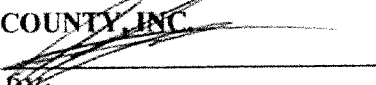

for MATTHEW G. MINTER, DATE 1-24-2020
MARION COUNTY ATTORNEY

BCC APPROVED: January 21, 2020
18BE-002-CA-02, Non-Rec Mowing

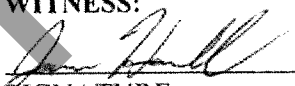
WITNESS:


SIGNATURE
PRINTED NAME Phillip Duncan

EXTREME ENTERPRISES OF MARION COUNTY, INC.


BY: DATE 1/21/20
PRINTED: John Milligan
ITS: (TITLE) President

WITNESS:


SIGNATURE
PRINTED NAME Jason Harrell