

**FIRST AMENDMENT TO AGREEMENT FOR CITYWIDE PRESSURE WASHING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR CITYWIDE PRESSURE WASHING SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SHEPHARD HOME SERVICES, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 87-1832136) ("Contractor").

**WHEREAS**, on August 31, 2023, City and Contractor entered into an Agreement for Citywide Pressure Washing Services; and

**WHEREAS**, City and Contractor now desire to increase the total expenditure limit under the terms of the Original Agreement.

**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 and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor 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 First Amendment.
3. **COMPENSATION.** City shall pay Contractor an amount not to exceed **THIRTY-THREE THOUSAND, THREE HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$33,333.33)** over the Contract Term as full and complete compensation for the timely and satisfactory performance of services to the City in accordance with the Contract Documents and unit pricing described in **Exhibit B – Price Proposal**. The pricing in this Agreement may only be adjusted by written amendment executed by both parties.
4. **NOTICES.** All notices, certifications or communications required by this First 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:	Shephard Home Services, LLC Attention: Don Shephard 21503 SW 84th Loop Dunnellon, Florida 34431 Phone: 352-444-4884 E-mail: <a href="mailto:shephardhomeservices@gmail.com">shephardhomeservices@gmail.com</a>
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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: <a href="mailto:notices@ocalafl.gov">notices@ocalafl.gov</a>
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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](mailto:cityattorney@ocalafl.gov)

- 5. **COUNTERPARTS.** This First 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 Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
- 7. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement 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 Agreement.

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

**ATTEST:**

**CITY OF OCALA**

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

\_\_\_\_\_  
Barry Mansfield  
City Council President

**Approved as to form and legality:**

**SHEPHARD HOME SERVICES, LLC**

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

\_\_\_\_\_  
By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_  
(Title of Authorized Signatory)