

**FIRST AMENDMENT TO AGREEMENT FOR SUPPLY AND DELIVERY OF ENGINEERING WOOD  
FIBER SERVICES-AS NEEDED**

THIS FIRST AMENDMENT TO AGREEMENT FOR SUPPLY AND DELIVERY OF ENGINEERING WOOD FIBER SERVICES-AS NEEDED ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **KEMPFER SAWMILL, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2436470) ("Vendor").

**WHEREAS**, on September 8, 2024, City and Vendor entered into an Agreement for Supply and Delivery of Engineering Wood Fiber Services – As Needed (the "Original Agreement"), City of Ocala Contract No.: REC/240381, for a term beginning September 4, 2024, and ending September 3, 2026; and

**WHEREAS**, City and Vendor now wish to extend the Original Agreement for the first of two (2) available additional one-year periods.

**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 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 First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning on **SEPTEMBER 4, 2026**, and terminating **SEPTEMBER 3, 2027**. Thereafter, this Agreement may be renewed by written consent between City and Vendor for **ONE** additional **ONE-YEAR** term.
4. **COMPENSATION.** City shall pay Vendor a price not to exceed **NINETY-SEVEN THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$97,350)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of products and services in accordance with the frequency detailed in Exhibit A – Scope of Work and the pricing schedule below.

| Item | Description | UOM        | Price   |
|------|-------------|------------|---------|
| 1    | Wood Fiber  | Cubic Yard | \$29.81 |

5. **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 Vendor:

Kempfer Sawmill, Inc.  
Attention: Trish Rainwater  
6254 Kempfer Road  
Saint Cloud, Florida 34773  
Phone: 407-892-1169  
E-mail: [kempfer@kempfercattle.com](mailto:kempfer@kempfercattle.com)

If to City of Ocala:

Jameel Barnes, Director  
City of Ocala, Procurement & Contracting Department  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-629-8343  
E-mail: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)

Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
Phone: 352-401-3972  
E-mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

6. **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.
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 First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First 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 First Amendment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]**



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

**ATTEST:**

**CITY OF OCALA**

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

\_\_\_\_\_  
Ire J. Bethea Sr.  
City Council President

**Approved as to form and legality:**

**KEMPFER SAWMILL, INC.**

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

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

Title: \_\_\_\_\_  
(Title)