

**FIRST AMENDMENT TO AGREEMENT FOR
GRAPHIC WRAPPING OF THREE CITY SANITATION VEHICLES**

THIS FIRST AMENDMENT TO AGREEMENT FOR GRAPHIC WRAPPING OF THREE CITY SANITATION VEHICLES ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **LOCO GRAPHICS, INC.**, a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN# 46-1740759) ("Vendor").

WHEREAS, on February 16, 2022, City and Vendor entered into an Agreement for Graphic Wrapping of Three City Sanitation Vehicles (the "Original Agreement"), City of Ocala Contract Number: PWD/220017 for a term of two (2) years, from January 6, 2021, to January 5, 2022; and

WHEREAS, after the execution of the Original Agreement, it was discovered by the Parties that there was a scrivener's error in Paragraph 5(A) with respect to the effective date and term; and

WHEREAS, the Parties now desire to enter into this First Amendment to correct the scrivener's error.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor 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 Vendor, 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 First Amendment.
3. **AMENDMENT TO PARAGRAPH 5(A).** Paragraph 5(A) in the Original Agreement is hereby deleted and replaced in its entirety with the following:

Effective Date and Term. This Agreement shall become effective and commence on **JANUARY 6, 2022** and continue for a term of **ONE (1)** year, through and including **JANUARY 5, 2023**. This Agreement may only be renewed upon written consent between City and Vendor.

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 Vendor:

Loco Graphics, Inc.
Attn: Greg Winters
1835 SW College Road
Ocala, Florida 34471
PH: 352-368-5626
E-mail: greg@locographics.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
FAX: 352-690-2025
E-mail: notices@ocalafl.org

Copy to:

Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-579-6536
E-mail: rbatsel@lawyersocala.com

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).** 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.
7. **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.



IN WITNESS WHEREOF, the parties have executed this First Amendment on

07 / 11 / 2022

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Angel B. Jacobs
City Clerk

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

LOCO GRAPHICS, INC.

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

[Signature]

By: Loco Graphics, Inc.
(Printed Name)

Title: MGR
(Title of Authorized Signatory)

TITLE	For Signature: Amendment 1 - Graphic Wrapping of Three City...
FILE NAME	FOR SIGNATURE - A...raphics Inc (.pdf)
DOCUMENT ID	3d2717a545b2bdc5f8109fed0be896de8349f774
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



07 / 06 / 2022
10:03:13 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Ken Whitehead (kwhitehead@ocalafl.org), Angel Jacobs (ajacobs@ocalafl.org) and Loco Graphics, Inc. (greg@locographics.com) from plewis@ocalafl.org
IP: 216.255.240.104



07 / 10 / 2022
11:10:17 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
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07 / 10 / 2022
11:11:02 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
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07 / 10 / 2022
19:22:15 UTC-4

Viewed by Ken Whitehead (kwhitehead@ocalafl.org)
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07 / 10 / 2022
19:23:45 UTC-4

Signed by Ken Whitehead (kwhitehead@ocalafl.org)
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TITLE	For Signature: Amendment 1 - Graphic Wrapping of Three City...
FILE NAME	FOR SIGNATURE - A...raphics Inc (.pdf)
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07 / 11 / 2022
08:31:55 UTC-4

Viewed by Angel Jacobs (ajacobs@ocalafl.org)
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07 / 11 / 2022
08:32:06 UTC-4

Signed by Angel Jacobs (ajacobs@ocalafl.org)
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07 / 11 / 2022
08:58:40 UTC-4

Viewed by Loco Graphics, Inc. (greg@locographics.com)
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09:00:17 UTC-4

Signed by Loco Graphics, Inc. (greg@locographics.com)
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The document has been completed.