

FIRST AMENDMENT TO AGREEMENT FOR TRANSFORMER SUPPLY AND DELIVERY SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR TRANSFORMER SUPPLY AND DELIVERY SERVICES (First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City" or "Subscriber"), and **GRESKO SUPPLY, INC.**, a for profit corporation duly organized in the state of Georgia and authorized to do business in the state of Florida (EIN# 58-2246694) ("Vendor").

WHEREAS, on June 17, 2020, City and Vendor entered into an Agreement for Transformer Supply and Delivery Services (the "Original Agreement"), City of Ocala Contract Number: ELE/190961, for a term of three (3) years, from March 3, 2020 to March 2, 2023; and

WHEREAS, City and Vendor now desire to extend the Original Agreement for an additional one (1) year term.

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. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning **MARCH 3, 2023** and terminating **MARCH 2, 2024** (the "Renewal Term"). Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for an additional one-year term upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Vendor an amount not to exceed **TWO MILLION AND NO/100 DOLLARS (\$2,000,000)** over the Renewal Term as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the Renewal Term.
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:

Gresco Supply, Inc.
Attn: Anthony Mells
6421 County Road 219
Wildwood, Florida 34785
Phone: 352-748-9550
E-mail: anthony.mells@gresco.com

If to City of Ocala:

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



Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: wsexton@ocalafl.org

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.

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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

GRESKO SUPPLY, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)