

FIRST AMENDMENT TO MASTER SERVICE AGREEMENT

THIS FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City" or "Subscriber"), and **IRTH SOLUTIONS, LLC**, a limited liability company duly organized in the state of Ohio and authorized to do business in the state of Florida (EIN# 46-1568259) ("Vendor" or "Irth").

WHEREAS, on March 19, 2020, City and Vendor entered into a Master Services Agreement (the "Original Agreement"), City of Ocala Contract Number: ELE/200182, for a term of three (3) years, from March 1, 2020 to February 28, 2023; and

WHEREAS, City and Vendor now desire to extend the Original Agreement for an additional three (3) year term and amend the subscription fees associated with the Utilisphere Ticket Management System and related services offered by Vendor during the Renewal Term to those rates set forth in **Exhibit A – 2023 Renewal Pricing** attached hereto.

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 three-year term beginning **MARCH 1, 2023** and terminating **FEBRUARY 28, 2026**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for additional three-year terms upon written agreement between the parties.
4. **COMPENSATION.** Subscription fees for the Renewal Term shall be listed in **Exhibit A – 2023 Renewal Pricing**.
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:

Irth Solutions, LLC
Attn: Joe Pardi, CFO
5009 Horizons Drive
Columbus, Ohio 43220
Phone: 614-784-8000
E-mail: jpardi@irthsolutions.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 02 / 08 / 2023.

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:

IRTH SOLUTIONS, LLC

William E. Sexton

William E. Sexton, Esq.
City Attorney

Joe Pardi

By: Irth Solutions, LLC
(Printed Name)

Title: CFO/COO
(Title of Authorized Signatory)



5009 Horizons Drive, Columbus, OH 43220

Quote

City of Ocala

Terri Thomas
2100 B NE 30th Avenue
Ocala, FL 34470

DATE: 1/19/2023
Quote #: 1192023B
CUSTOMER ID: 851
VALID UNTIL: 3/31/2023

SERVICES: **UtiliSphere™**
Unlimited Users
Up to 10,000 Tickets
Up to 20 GB Attachment Storage
Additional 5,000 Tickets

SERVICE PERIOD: **3/1/2023 - 2/28/2026**

FEES: **\$9,180.00** †

| Description | # Units | Unit Price | # Periods | Price |
|--|---------|------------|-----------|------------|
| Utilisphere Fixed Subscription Fees Year 2023 - 2024 | 1 | \$3,060.00 | 1 | \$3,060.00 |
| Utilisphere Fixed Subscription Fees Year 2024 - 2025 | 1 | \$3,060.00 | 1 | \$3,060.00 |
| Utilisphere Fixed Subscription Fees Year 2025 - 2026 | 1 | \$3,060.00 | 1 | \$3,060.00 |

† Due to the requirement for additional detail regarding project scope and requirements, estimated fees are not final and binding fee commitments for the performance of work.

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| Title | Renewal of Utilisphere Ticket Management System (ELE/200182) |
| File name | FOR SIGNATURE - A...LC (ELE 20018.pdf) |
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Document History

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|  SENT | 02 / 07 / 2023 09:39:02 UTC-5 | Sent for signature to William E. Sexton, Esq. (ws Sexton@ocalafl.org), Irth Solutions, LLC (jpar di@irthsolutions.com), Ken Whitehead (kwhitehead@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from plewis@ocalafl.org IP: 67.231.55.34 |
|  VIEWED | 02 / 08 / 2023 14:30:45 UTC-5 | Viewed by William E. Sexton, Esq. (ws Sexton@ocalafl.org) IP: 216.255.240.104 |
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|  VIEWED | 02 / 08 / 2023 14:34:35 UTC-5 | Viewed by Irth Solutions, LLC (jpar di@irthsolutions.com) IP: 64.128.112.130 |
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Document History



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Signed by Angel B. Jacobs (ajacobs@ocalaf.org)
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The document has been completed.