

FIRST AMENDMENT TO AGREEMENT FOR ELEVATOR/LIFT PREVENTATIVE MAINTENANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR ELEVATOR/LIFT PREVENTATIVE MAINTENANCE SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ORACLE ELEVATOR HOLDCO, INC. D/B/A ORACLE ELEVATOR COMPANY**, a foreign profit corporation duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 82-1431166) ("Contractor").

WHEREAS, on September 15, 2023, City and Contractor entered into an Agreement for Elevator/Lift Preventative Maintenance Services (the "Original Agreement"), City of Ocala Contract No. FAC/230355, for a term of two (2) years from July 8, 2023, through July 7, 2025; and

WHEREAS, City and Contractor now desire to renew the Original Agreement for the first of two (2) optional one (1) year renewal periods available 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, 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 Contractor, 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 (1) year term commencing **JULY 8, 2025**, and terminating **JULY 7, 2026**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to **ONE (1)** additional **ONE (1) YEAR** period upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Contractor an amount not to exceed **TWO HUNDRED TWENTY-FIVE THOUSAND, AND NO/100 DOLLARS (\$225,000)** over the one (1) year renewal term as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents.
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 Contractor:

Oracle Elevator Company
Attention: Harper Smith
7101 Presidents Drive, Suite 265
Orlando, Florida 32809
Phone: 352-745-4787
E-mail: harper.smith@oracleelevator.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.gov

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

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).** 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 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

Kristen M. Dreyer
Council President

Approved as to form and legality:

**ORACLE ELEVATOR HOLDCO, INC.
D/B/A ORACLE ELEVATOR COMPANY**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)