



**FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF
CORROSION AND ODOR CONTROL SERVICES**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF CORROSION AND ODOR CONTROL SERVICES ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **EVOQUA WATER TECHNOLOGIES, LLC** a foreign limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN# 80-0909020) ("Contractor").

WHEREAS, on August 24, 2021, City and Contractor entered into a Cooperative Purchasing Agreement for the Provision of Corrosion and Odor Control Services (the "Original Agreement") for a term from October 1, 2021 to May 21, 2022; and

WHEREAS, City and Contractor desire to extend the Original Agreement, as written, for the single (1) one-year renewal period available under the Original Agreement.

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 Contractor agree as follows:

1. **RECITALS.** City and Contractor 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 Contractor 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 **MAY 22, 2022** and terminating **MAY 21, 2023**.
4. **AMENDMENT TO UNIT PRICING.** The Unit Pricing set forth in Exhibit B- Fees, to the Manatee County Agreement attached as Exhibit A to the Original Agreement for the following line items are hereby replaced with the following:

Product	Description	Price/Gallon
Bioxide	B.03 Chemical/Biological Products Contract Item #1	\$2.58
Bioxide Plus 71	B.03 Chemical/Biological Contract Item #2	\$3.83

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 email. All notices shall be addressed to the respective parties as follows:

If to Contractor: Evoqua Water Technologies, LLC
Attn: Jennifer Miller
2650 Tallevast Road
Sarasota, Florida 34243
PH: 800-345-3982
E-mail: municipalservices@evoqua.com

If to City of Ocala: Tiffany L. Kimball, Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8366 FAX: 352-690-2025
E-mail: tkimball@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

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.

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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

EVOQUA WATER TECHNOLOGIES, LLC

Robert W. Batsel, Jr.
City Attorney

By: _____
(Printed Name)

Title: _____
(Vice President or higher)