



**FIRST AMENDMENT TO AGREEMENT FOR WRECKER AND TOWING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR WRECKER AND TOWING SERVICES ("First Amendment") is entered into by and between CITY OF OCALA, a Florida municipal corporation ("City"), and CARTER TOWING & RECOVERY, INC., a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 20-4202280) ("Vendor").

**WHEREAS**, on June 25, 2019, City and Vendor entered into an Agreement for Wrecker and Towing Services (the "Original Agreement"), City of Ocala Contract No.: AIR/190503, for a term of three (3) years from February 15, 2020 to February 14, 2023; and

**WHEREAS**, City and Vendor desire to extend the Original Agreement, as written, for the sole two-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 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 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 two-year term beginning **FEBRUARY 15, 2023** and terminating **FEBRUARY 14, 2025**.
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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Carter's Towing & Recovery, Inc.  
 Attention: Deborah Taylor  
 8611 SE 126th Place  
 Belleview, Florida 34420  
 Phone: 352-245-3123  
 E-mail: [carterstowmichel@aol.com](mailto:carterstowmichel@aol.com)



If to City of Ocala:

Daphne M. Robinson, Esq. - Contracting Officer  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-629-8343  
Email: [notices@ocalafl.org](mailto:notices@ocalafl.org)

Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3rd Floor  
Ocala, FL 34471  
Phone: 352-401-3972  
E-Mail: [cityattorney@ocalafl.org](mailto:cityattorney@ocalafl.org)

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.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this First Amendment on 3/3/2023.

**ATTEST:**

**CITY OF OCALA**

DocuSigned by:  
*Angel B. Jacobs*  
F82709401C4E4E5...

DocuSigned by:  
*Peter Lee*  
5BB20E102F2E4C2...

Angel B. Jacobs  
City Clerk

Peter Lee  
City Manager

**Approved as to form and legality:**

**CARTER'S TOWING & RECOVERY,  
INC.**

DocuSigned by:  
*William E. Sexton*  
B07DCFC4E86E429...

DocuSigned by:  
*Richard Taylor*  
7AA95B26202A4D4...

William E. Sexton  
City Attorney

By: Richard Taylor  
(Printed Name)

Title: President  
(Title)