

FIRST AMENDMENT TO AGREEMENT FOR CITYWIDE PRESSURE WASHING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CITYWIDE PRESSURE WASHING SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **LICENSE TO WASH, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 82-1816293) ("Contractor").

WHEREAS, on September 21, 2023, City and Contractor entered into an Agreement for Citywide Pressure Washing Services; and

WHEREAS, City and Contractor now desire to increase the total expenditure limit 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 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. **COMPENSATION.** City shall pay Contractor an amount not to exceed **THIRTY-THREE THOUSAND, THREE HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$33,333.33)** over the Contract Term as full and complete compensation for the timely and satisfactory performance of services to the City in accordance with the Contract Documents and unit pricing described in **Exhibit B – Price Proposal**. The pricing in this Agreement may only be adjusted by written amendment executed by both parties.
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 e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: License to Wash, LLC
Attention: Joshua Davis
5345 SE 22nd Place
Ocala, Florida 34480
Phone: 352-843-3354
E-mail: licensetowash@gmail.com

If to City of Ocala: Daphne M. Robinson, Esq., 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

- 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).** 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 Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
- 7. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement 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 Agreement.

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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Barry Mansfield
City Council President

Approved as to form and legality:

LICENSE TO WASH, LLC

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)