

FIRST AMENDMENT TO AGREEMENT FOR OVERHEAD DOOR REPAIR, MAINTENANCE, AND REPLACEMENT

THIS FIRST AMENDMENT TO AGREEMENT FOR OVERHEAD DOOR REPAIR, MAINTENANCE, AND REPLACEMENT ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MATERIAL HANDLING SYSTEMS, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 65-0595039) ("Contractor").

WHEREAS, on January 24, 2025, City and Contractor entered into an Agreement for Overhead Door Repair, Maintenance, and Replacement (the "Original Agreement"), City of Ocala Contract Number: FAC/250098 for a total amount not to exceed \$50,000 over a term of two (2) years, from January 20, 2025 to January 19, 2027; and

WHEREAS, City and Contractor now desire to revise the compensation amount for the remainder of the initial contract term.

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. **COMPENSATION.** City shall pay Contractor an aggregate amount of **ONE HUNDRED THOUSAND, AND NO/100 DOLLARS (\$100,000)** over the initial Contract Term as full and complete compensation for the timely and satisfactory performance of services in accordance with the 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:

Material Handling Systems, Inc.
Attn: Danielle Fontes
2741 NE 4th Avenue
Pompano Beach, Florida 33064
Phone: 786-282-3873
E-mail: danielle.fontes@mhscrane.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 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 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

Ire Bethea, Sr.
Council President

Approved as to form and legality:

MATERIAL HANDLING SYSTEMS, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)