

FIRST AMENDMENT TO PARKING GARAGE UTILIZATION AGREEMENT

This First Amendment to Parking Garage Utilization Agreement is made and entered into this 5 day of September, 2024, by and between **Marion County, a political subdivision of the State of Florida**, with its principal place of business located at 601 SE 25th Ave., Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **City of Ocala**, a Florida municipal corporation, whose address is 110 Watula Ave., Ocala, FL 34471 (hereinafter referred to as "CITY")

RECITALS:

WHEREAS, COUNTY and CITY entered into a Parking Garage Utilization Agreement ("Agreement") on or about November 19, 2021, whereby COUNTY would provide CITY the use and availability of the COUNTY's parking garage (the "PREMISES") for CITY's use as additional parking after hours, on weekends and holidays, conditioned upon CITY providing COUNTY with a forty-eight (48) hour notice prior to the CITY's use of the PREMISES; and

WHEREAS, COUNTY is agreeable to expanding the availability of the PREMISES to anytime the CITY requests such use and provides COUNTY with a forty-eight (48) hour notice prior to the CITY's desired utilization of the PREMISES and upon approval of the Assistant County Administrator of Facilities Management; and

WHEREAS, the Agreement is scheduled to expire by its terms on November 18th, 2024; and COUNTY and CITY desire to amend the Agreement to extend the term until November 18th, 2027;

NOW THEREFORE, in consideration of the mutual covenants in this First Amendment, the Agreement is amended as follows:

1. Section 1 of the Agreement relating to Use of Premises is hereby amended to expand the availability of the PREMISES to anytime the CITY requests such use and provides COUNTY with a forty-eight (48) hour notice prior to the CITY's desired utilization of the PREMISES, which use is conditioned upon the prior written approval of the Assistant County Administrator of Facilities Management.
2. Section 2 of the Agreement relating to Term of the Agreement is hereby extended to November 18th, 2027.
3. Section 11 of the Agreement, as it relates to the parties identified for notice to City is hereby amended to the following:

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.org

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.org

4. Except as expressly modified herein, the Agreement shall continue in full force and effect and be binding upon the Parties thereto.

[Remainder of this page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date of the last signature below.

CITY

City of Ocala, a Florida municipal corporation

DocuSigned by:

Peter Lee
PETER LEE, CITY MANAGER

Date: 4/30/2024

ATTEST:

DocuSigned by:

Angel B. Jacobs
Angel B. Jacobs, City Clerk

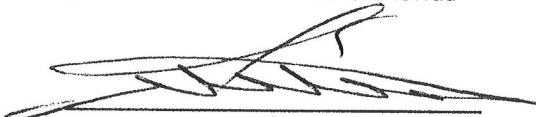
Approved as to form and legal sufficiency:

DocuSigned by:

William E. Sexton
William E. Sexton, City Attorney

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida



MOUNIR BOUYOUNES
COUNTY ADMINISTRATOR

Date: 9-5-24

Approved as to form and legal sufficiency:

For: Matthew G. Minter
Matthew G. Minter,
County Attorney