

**FIRST AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL AVIATION
ENGINEERING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **McFARLAND JOHNSON, INC.**, a for-profit corporation duly organized in the state of New York and authorized to do business in the state of Florida (EIN: 16-0770183) ("Consultant").

WHEREAS, on September 14, 2022, City and McFarland Johnson, Inc. entered into an Agreement for Continuing General Aviation Engineering Services, (the "Original Agreement") City of Ocala Contract Number: AIR/220118 for a term of three (3) years from July 20, 2022, through July 19, 2025; and

WHEREAS, City and Consultant now desire to extend the Original Agreement for the first of three (3) available one-year renewals.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Consultant agree as follows:

1. **RECITALS.** City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Consultant 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 (1) year term beginning on **JULY 20, 2025**, and terminating **JULY 19, 2026**. Thereafter, this Agreement may be renewed for **TWO (2)** optional **ONE (1) YEAR** periods by written consent between City and Consultant.
4. **COMPENSATION.** City shall compensate the Consultant an amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000)** (the "Maximum Limiting Amount") during the Initial Term, inclusive of any and all direct costs, indirect costs, and reimbursable expenses, in accordance with the pricing reflected in the Original Agreement. The maximum limiting amount established under this Agreement shall not be exceeded without the City's express written approval verified by amendment or Task Work Order to this Agreement.
5. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Consultant:

McFarland Johnson, Inc.
Attention: James M. Festa, CEO
49 Court Street, Suite 240
Binghamton, New York 13901
Phone: 607-723-9421
E-mail: jfesta@mjincc.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

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).** Consultant, 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 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.

[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

Kristen Dreyer
City Council President

Approved as to form and legality:

MCFARLAND JOHNSON, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)