

FIRST AMENDMENT TO AGREEMENT TO PROVIDE DISCOUNT PRICING ON PROTECTIVE FOOTWEAR

THIS FIRST AMENDMENT TO AGREEMENT TO PROVIDE DISCOUNT PRICING ON PROTECTIVE FOOTWEAR ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **BOOT BARN, INC.**, a for-profit corporation duly organized in Delaware and authorized to do business in the state of Florida (EIN: 26-1081729) ("Vendor").

WHEREAS, on February 8, 2022, City and Vendor entered into an Agreement to provide discount pricing on protective footwear (the "Original Agreement"), City of Ocala Contract Number: RSK/211168 for a term from February 2, 2022 to February 1, 2025; and

WHEREAS, City and Vendor now desire to renew the Original Agreement for the first of two (2) available one-year (1-year) renewal periods available 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 Vendor agree as follows:

1. **RECITALS.** City and Vendor 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 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 one-year (1-year) term beginning **FEBRUARY 2, 2025** and terminating **FEBRUARY 1, 2026**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to one (1) additional one-year (1-year) period upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Vendor an amount not to exceed **EIGHTY-EIGHT THOUSAND, AND NO/100 DOLLARS (\$88,000)** over the one-year (1-year) renewal term as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents.
5. **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 Vendor:

Boot Barn, Inc.
Attention: Tim Farrell
2940 S. Mayflower Way
Boise, Idaho 83709
Phone: 506-235-7140
E-mail: tfarrell@bootbarn.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
Fax: 352-690-2025
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).** 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.
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 M. Dreyer
Council President

Approved as to form and legality:

BOOT BARN, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)