

FIRST AMENDMENT TO AGREEMENT FOR EMERGENCY DEBRIS REMOVAL MONITORING SERVICES - SECONDARY

THIS FIRST AMENDMENT TO AGREEMENT FOR EMERGENCY DEBRIS REMOVAL MONITORING SERVICES - SECONDARY ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **TETRA TECH, INC.**, a foreign for profit corporation duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 95-4148514) ("Consultant").

WHEREAS, on July 12, 2023, City and Consultant entered into an Agreement for Emergency Debris Removal Monitoring Services (the "Original Agreement"), City of Ocala Contract No.: PWD/230227, for a term beginning May 17, 2023, and ending May 16, 2026; and

WHEREAS, City and Consultant now wish to extend the Original Agreement for the first of two available one (1) year renewals available under 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 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 **MAY 17, 2026**, and terminating **MAY 16, 2027**. Thereafter, this Agreement may be renewed by written consent between City and Consultant for **ONE** additional **ONE-YEAR** term.
4. **FLORIDA STATUTE § 252.505.** In accordance with Florida Statute § 252.505, breach of contract during emergency recovery periods for natural emergencies shall result in additional financial penalties. Vendors or service providers that breach a contract during an emergency recovery period to pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term "emergency recovery period" means a one (1) year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.
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 Consultant:

Tetra Tech, Inc
Attention: Jonathan Burgiel
2301 Lucien Way, Suite 120
Maitland, Florida 32751
Phone: 321-441-8518
E-mail: tdr.contracts@tetratech.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 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

Ire J. Bethea Sr.
City Council President

Approved as to form and legality:

TETRA TECH, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)