

FIRST AMENDMENT TO AGREEMENT FOR ENVIRONMENTAL WATER TESTING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT ENVIRONMENTAL WATER TESTING SERVICES ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PACE ANALYTICAL SERVICES, LLC**, a limited liability company duly organized in the state of Minnesota and authorized to do business in the state of Florida (EIN# 41-1821617) ("Vendor").

WHEREAS, on October 26, 2021, City and Vendor entered into an Agreement for Environmental Water Testing (the "Original Agreement"), City of Ocala Contract Number: WRS/210139 for a term of three (3) years, from October 1, 2021 to September 30, 2024 with a total contract expenditure not to exceed FIFTY THOUSAND DOLLARS (\$50,000); and

WHEREAS, due to changes in federal and state testing requirements, the City's Water Resources Department estimates the total contract expenditure to exceed the existing threshold.

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 Vendor agree as follows:

1. **RECITALS.** City and Vendor 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 Vendor, as amended, 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.** Vendor shall be paid a maximum limiting amount not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000)** over the Contract Term as full and complete compensation for the provision of services under this Agreement.
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 Vendor:

Pace Analytical Services, LLC
Attn: John Lindsey
1800 Elm Street SE
Minneapolis, Minnesota 55414
PH: 386-672-5668
E-mail: john.lindsey@pacelabs.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 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

- 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).** 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.
- 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.

IN WITNESS WHEREOF, the parties have executed this First Amendment on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

PACE ANALYTICAL SERVICES, LLC

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)