

ADDENDUM TO AGREEMENT

THIS ADDENDUM is entered into this _____ day of _____, 2025 by and between the City of Key West, Florida, a municipal corporation of the State of Florida, whose address is P. O. Box 1409, Key West, Florida 33041, hereinafter referred to as the "CITY" AND Arnold's Auto and Marine Repair, Inc. whose address is 5540 3rd Avenue, Key West, Florida 33040, hereinafter referred to as "THE CONTRACTOR" or "TOWING COMPANY".

WITNESSETH:

WHEREAS, on June 16, 2021, the City Commission approved *Resolution No. 21-124* awarding RFP #004-21 to Arnold's Auto & Marine Repair, Inc. to provide initiated towing services for the City of Key West, Florida; and

WHEREAS, the City executed an *Agreement to Furnish Initiated Towing Services to the City of Key West*, hereinafter referred to as the "*Agreement*", for a term of four (4) years, commencing July 1, 2021 and terminating on July 1, 2025; and

WHEREAS, the Agreement authorizes extending the Agreement for two (2) additional terms for two (2) years each upon the mutual consent of both parties, the approval of the City Commission and the City Attorney and in accordance with the Code of Ordinances of the City of Key West, Florida; and

WHEREAS, the Agreement will terminate on July 1, 2025 and, pursuant to Section 1. of the Agreement, both parties desire to extend the Agreement for an additional two (2) year term with existing provisions of the Agreement remaining in effect;

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Addendum by this reference.

2. **Term.** The "CONTRACTOR"/"TOWING COMPANY" agrees to provide the services listed in the Agreement for an additional term of two (2) years, commencing July 1, 2025 and terminating on July 1, 2027.

3. **Maximum Rate.** The maximum rate that may be charged the owner for towing or storage of any motor vehicle or trailer towed at the direction of the city shall be in accordance with Section 70-707 and Section 70-708 of the Code of Ordinances of the City of Key West, and any subsequent amendments thereto.

4. **No Further Modification.** Except as set forth in this Addendum, all the terms and provisions of the original Agreement shall remain unmodified, in full force and effect. In the event of a conflict between the original Agreement, subsequent amendments or addenda, and this

Addendum, this Addendum shall control. Effective as of the date hereof, all references to the Agreement shall refer to the original Agreement as amended collectively this Addendum.

5. **Miscellaneous.** This Addendum shall be binding upon and inure to the benefit of the Parties, and their respective heirs, personal representatives, agents, successors, and assigns. No additions or modifications of any term or provision of this Addendum shall be effective unless set forth in writing, signed by the Parties.

6. **Construction.** This Addendum has been carefully reviewed by each of the parties and is not to be construed against any party on the basis of authorship.

7. **Representation of Authority.** Each individual executing this Addendum on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Addendum, as duly authorized by all necessary and appropriate action to execute this Addendum on behalf of such Party and does so with full legal authority.

8. **Counterparts.** To facilitate execution of this Addendum, this Addendum may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Addendum delivered electronically by email shall have the effect of an original, executed instrument. All counterparts of this Addendum shall constitute a single instrument.

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(SEAL)
ATTEST:

CITY OF KEY WEST

By: _____
Deputy Clerk

By: _____
BRIAN BARROSO, City Manager

Reviewed for Legal Sufficiency:

Kendal Harden

ARNOLDS'S AUTO AND MARINE
REPAIR, INC.

By: _____
DORIS ARNOLD, President

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online
notarization, on _____ (date) by _____
(name of affiant). He/She is personally known to me or has produced
_____ (type of identification) as identification.

NOTARY PUBLIC – STATE OF FLORIDA

My Commission Expires:

(SEAL)

