

**AMENDMENT NO. 1 TO  
PROFESSIONAL EQUIPMENT AND SERVICES AGREEMENT BETWEEN THE  
CITY OF COLUMBIA, MISSOURI AND EASY ICE, LLC**

THIS AMENDMENT (hereinafter “Amendment”) is made by and between the City of Columbia, Missouri, a municipal corporation (hereinafter “City”), and Easy Ice, LLC (hereinafter “Contractor”), both parties to the Agreement dated October 4, 2022 (hereinafter “Original Agreement”), and is entered into on the date of the last signatory below (hereinafter “Effective Date”). City and Contractor are each individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, the Original Agreement was for Contractor to provide equipment, maintenance and repair services for ice machine equipment at City facilities;

WHEREAS, City and Contractor agree that ice machine equipment maintenance and repair services at City facilities are necessary; and

WHEREAS, the Parties wish to amend the Original Agreement to incorporate replacement equipment and locations as needed pursuant to the terms and conditions in this Amendment;

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

1. **General.** All terms and provisions of the Original Agreement, a copy of which is attached hereto as **Attachment 1** and made a part of this Amendment, will remain in full force and effect on both Parties, except as amended in this Amendment. If there is conflict between this Amendment and Original Agreement, or any earlier amendment, then the terms of this Amendment will prevail.

2. **Amendment.**

- a. The Original Agreement is amended to replace the Scope of Services, attached as Exhibit A to the Original Agreement, with a new Exhibit A Scope of Services, attached to this Amendment as **Attachment 2**.
- b. The second to last sentence of Paragraph 7 of the Original Agreement is amended as follows: “**Changes or addition of equipment or location shall be permitted upon mutual agreement by the Parties; Easy Ice shall submit proposed equipment, location and pricing changes for the next term at least sixty (60) days before the term begins to provide City an opportunity to review the proposed changes pricing before the term begins.**”

3. **Confirmation of Original Agreement as Amended.** The Parties hereby adopt, ratify and confirm the Original Agreement as it is amended by this Amendment. This Amendment shall be binding on, and inure to the benefit of, the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized representatives as of the date of the last signatory hereto.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
De'Carlon Seewood  
City Manager  
Date: \_\_\_\_\_

*B.P.S.*

ATTESTED BY:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor/mc

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. <sup>11002320-504592</sup>~~11002330-504592~~, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: \_\_\_\_\_  
Director of Finance

EASY ICE, LLC

By: Nancy Yount

Name: Nancy Yount

Title: Divisional Sales Mgr.

Date: 10/21/24

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF EQUIPMENT, SERVICES AND PRICING GUIDE

Purpose: To obtain Equipment and Services for ice machines at Fire Department facilities

Equipment: Ice maker machines provided to specific Fire Department stations and facilities as needed. Such equipment shall be specifically agreed upon at each yearly renewal, described with particularity on each yearly quote.

Services: Installation, complete machine cleaning/sanitation, filter changes two (2) times per year, maintenance, repair and parts required to maintain performance, replacement when unable to perform according to manufacturer's specification, delivery or reimbursement of pre-authorized cubed ice in the event machine is down for extended maintenance or repairs, de-installation, and future removal of any Equipment subject to this Agreement.

Pricing: After the initial term, pricing shall be set as described in Paragraph 7 of the Original Agreement, as amended.