

FIRST AMENDMENT TO AGREEMENT FOR TREE TRIMMING AND LINE CLEARANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR TREE TRIMMING AND LINE CLEARANCE SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **THE DAVEY TREE EXPERT COMPANY**, a foreign for-profit corporation duly organized in the state of Ohio and authorized to do business in the state of Florida (EIN: 34-0176110) ("Contractor").

WHEREAS, on April 19, 2023, City and Contractor entered into an Agreement for Tree Trimming and Line Clearance Services (the "Original Agreement"), City of Ocala Contract Number: ELE/230159, for a term of three (3) years, from April 18, 2023 through April 17, 2026; and

WHEREAS, City and Contractor now desire to renew the Original Agreement for the first of two (2) additional one (1) year renewal periods available under the terms of the Original Agreement.

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 Contractor agree as follows:

1. **RECITALS.** City and Contractor 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 Contractor 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 **APRIL 18, 2026**, and terminating **APRIL 17, 2027**. 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 (1) YEAR** period upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed **TWO MILLION, FIVE HUNDRED FORTY-ONE THOUSAND, FIVE HUNDRED FORTY-THREE AND NO/100 DOLLARS (\$2,541,543)** (the "Contract Sum") over the one (1) year Renewal Term as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents. The pricing in this Agreement may only be adjusted by written amendment executed by both parties.
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 Contractor:

The Davey Tree Expert Company
Attention: Rachel Palmer
1500 N. Mantua Street
Kent, Ohio 44240
Phone: 330-548-1931 or 800-445-8733
E-mail: rachel.palmer@davey.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).** Contractor, 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:

THE DAVEY TREE EXPERT COMPANY

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)