

### THIRD AMENDMENT TO AGREEMENT FOR CITYWIDE TREE TRIMMING AND REMOVAL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR CITYWIDE TREE TRIMMING AND REMOVAL SERVICES ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MARION TREE TRIMMING AND STUMP REMOVAL, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 87-4596854) ("Contractor").

**WHEREAS**, on April 18, 2024, City and Marion Tree Trimming and Stump Removal, LLC entered into an Agreement for Citywide Tree Trimming and Removal Services (the "Original Agreement") City of Ocala Contract No.: PWD/240344A for a term of two years from April 20, 2024, through April 19, 2026; and

**WHEREAS**, on February 12, 2025, City and Contractor entered into a First Amendment to Agreement for Citywide Tree Trimming and Removal Services (the "First Amendment") to increase the overall compensation amount for the duration of the Contract Term; and

**WHEREAS**, on August 21, 2025, City and Contractor entered into a Second Amendment to Agreement for Citywide Tree Trimming and Removal Services (the "Second Amendment") to increase to overall compensation amount for the duration of the Contract Term; and

**WHEREAS**, the City and Contractor now desire to further amend the Original Agreement, as amended, to increase the overall compensation amount for the duration of the Contract Term.

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor 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 Contractor, 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 Third Amendment.
3. **COMPENSATION.** Contractor shall be paid a price not to exceed the maximum limiting amount of **ONE MILLION, EIGHT HUNDRED FIFTY-FOUR THOUSAND, NINE HUNDRED EIGHTY AND NO/100 DOLLARS (\$1,854,980)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performances of citywide tree trimming and removal services.
4. **NOTICES.** All notices, certifications or communications required by this Third 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:

Marion Tree Trimming And Stump Removal, LLC

Attention: Zach Smallridge  
4400 SE 73<sup>rd</sup> Street  
Ocala, FL 34480  
Phone: 352-629-3843  
E-mail: [office@mariontree.net](mailto:office@mariontree.net)

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
Phone: 352-629-8343  
E-mail: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)

Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
Phone: 352-401-3972  
E-mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

5. **COUNTERPARTS.** This Third 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).** 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 Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.
7. **LEGAL AUTHORITY.** Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third 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 Third Amendment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]**

**IN WITNESS WHEREOF**, the parties have executed this Third Amendment on

\_\_\_\_\_.

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Ire Bethea, Sr.  
City Council President

**Approved as to form and legality:**

**MARION TREE TRIMMING AND STUMP  
REMOVAL, LLC**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_  
(Title of Authorized Signatory)