

**FIRST AMENDMENT TO AGREEMENT FOR CITYWIDE PEST CONTROL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR CITYWIDE PEST CONTROL SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ATKINSON PEST CONTROL, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 26-1136852) ("Contractor").

WHEREAS, on January 31, 2023, City and Contractor entered into an Agreement for Citywide Pest Control Services (the "Original Agreement"), City of Ocala Contract No.: FAC/230030; and

WHEREAS, City and Contractor now desire to amend the Original Agreement to add an additional service area necessitated by an amended price proposal.

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. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit B – Price Proposal**.
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 email. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Atkinson Pest Control, Inc.
Attention: Duane Atkinson
25921 San Rafael Court
Howey in the Hills, Florida 34737
E-Mail: datkinson@pestmaster.com
PH: 352-350-5148

If to City:

Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: notices@ocalafl.org
PH: 352-629-8343



with copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
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).** 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.
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 7/17/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
8DB3574C28E64A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
William E. Sexton, Esq.
City Attorney

ATKINSON PEST CONTROL, INC.

DocuSigned by:
[Signature]
97B5891E0E2641B... (Authorized Signatory)

By: Duane Atkinson
(Printed Name of Signatory)

Title: President
(Title of Authorized Signatory)

Amended Exhibit B - Price Proposal CONTRACT# FAC/230030

INITIAL CONTRACT TERM PRICING				
Item	Address	Building	Approx. Perimeter (in feet)	Monthly Cost
1	1805 NE 30th Avenue	Fleet Small Vehicle Shop, Bldg. 100	376	\$15.00
2	1805 NE 30th Avenue	Fleet Management (Admin, Truck Bays), Bldg. 200	679	\$29.00
3	1805 NE 30th Avenue	Public Works (Admin/Stormwater), Bldg. 300	460	\$19.00
4	1805 NE 30th Avenue	Electric Administration, Bldg. 400	722	\$31.00
5	1805 NE 30th Avenue	Ocala Fiber Network, Bldg. 500	260	\$10.00
6	1805 NE 30th Avenue	Water Resources Administration, Bldg. 600	526	\$22.00
7	1805 NE 30th Avenue	Public Works, Bldg. 700	184	\$7.00
8	1805 NE 30th Avenue	Utility Services Warehouse, Bldg. 700	520	\$22.00
9	1805 NE 30th Avenue	Public Works (Streets Division), Bldg. 800	244	\$10.00
10	1805 NE 30th Avenue	SunTran, Bldg. 900	430	\$18.00
11	1805 NE 30th Avenue	Facilities Management, Bldg. 1000	284	\$11.00
12	2100 NE 30th Avenue	Public Works (Sanitation Division), Bldg. 200	423	\$18.00
13	2101 NE 30th Avenue	Ocala Fiber Network Annex, Bldg. 300, Suite 101	145	\$5.00
14	2102 NE 30th Avenue	City Clinic, Bldg. 300, Suite 102	145	\$5.00
15	3001 NE 21st Street	OFN Administration	406	\$16.00
16	201 SE 3rd Street	Growth Management and Customer Service	520	\$22.00
17	1700 SW 60th Avenue	Airport Terminal	304	\$12.00
18	1700 SW 60th Avenue	Airport Control Tower	100	\$3.00
19	750 SW 60th Avenue	Airport Hangar #19	468	\$20.00
20	110 SE Watula Avenue	City Hall (CMO, City Clerk, IT)	482	\$20.00
21	206 SE 3rd Street	Ocala Fiber Network PBX Building	127	\$5.00
22	310 SE 3rd Street	Farmer's Market	546	\$23.00
23	505 NW MLK Jr. Avenue	Fire Station 1	449	\$19.00
24	2701 SE 36th Avenue	Fire Station 2	410	\$17.00
25	340 NE 8th Avenue	Fire Station 3	457	\$19.00
26	3300 SW 20th Street	Fire Station 4	463	\$19.00
27	2340 NE 25th Avenue	Fire Station 5	404	\$17.00
28	5220 SW 50th Court	Fire Station 6	423	\$18.00
29	885 SE 31st Street	Fire Station 7	457	\$19.00
30	737 SW 16th Avenue	Old Fire Station 3	340	\$14.00
31	828 NE 8th Avenue	Recreation & Parks Administration	261	\$10.00
32	410 NE 3rd Street	Recreation Operations Center	167	\$6.00
33	516 NE Sanchez Avenue	American Legion Hall	345	\$14.00
34	1307 NW 4th Avenue	Parks Operations & Rangers	580	\$25.00
35	830 NE 8th Avenue	8th Avenue Senior Center	256	\$10.00
36	2200 NW 17th Place	Lillian Bryant Center	471	\$20.00
37	701 NE Sanchez Avenue	Discovery Center	407	\$17.00
38	801 NE Sanchez Avenue	Girl Scout Building	150	\$6.00
39	812 NE Sanchez Avenue	Storage, Pavilion	207	\$8.00
40	1247 NE 3rd Street	Model RR	232	\$9.00
41	1510 NW 4th Street	E.D. Croskey Center	580	\$25.00
42	3301 SE Fort King Street	Fort King Tennis Center	184	\$7.00
43	255 NW Martin Luther King Jr. Ave	Hampton Aquatic Center	276	\$11.00
44	100 SE 1 Ave	Downtown Gazebo	80	\$5.00
45	2390 SE 36th Avenue	Jervey Gantt Aquatic Center	276	\$11.00
46	210 NW 12th Avenue	West Ocala Senior Activity Center	200	\$8.00
47	3500 SW 67th Avenue	Ocala Regional Sportsplex (concession-75 ft, maintenance-82 ft)	157	\$6.00
48	3130 E Silver Springs Boulevard	Ocala Golf Club (club house-673 ft, rental hall-376 ft, maintenance-216 ft)	1,265	\$70.00
49	2001 SE 32nd Avenue	Coleman Center	270	\$11.00
50	1808 NE 36th Avenue	Water Treatment Plant	497	\$21.00
51	1220 NW 4th Avenue	WRF #1	408	\$17.00
52	4200 SE 24th Street	WRF #2	320	\$13.00
53	3100 SW 67th Avenue	WRF #3	260	\$10.00
54	7787 SE 110th Street, Belleview	Perry Sprayfield	260	\$10.00
55	531 NE 1st Avenue	MAXX Studio	320	\$13.00
56	529 NE 1st Avenue	Greyhound Station	139	\$5.00
57	1821 NW 21st Avenue	Mary Sue Rich Community Center	700	\$30.00
Monthly Total				\$883.00

Amended Exhibit B - Price Proposal CONTRACT# FAC/230030

AS-NEEDED SERVICES	Description	QTY	Cost
57	Ant control (for trees and picnic areas)	Per call	\$50.00
58	Dry wood termite extermination	Cubic foot	\$0.01
59	Subterranean termite extermination	Lineal foot	\$3.30
60	Rodent control (all species of mice and rats)	Per call	\$50.00
61	Bird control (all species)	Per call	\$50.00
62	Snake control (all species)	Per call	\$50.00
63	Wasp control - 1 story	Per call	\$50.00
64	Wasp control - 2 story	Per call	\$50.00
65	Weed spray - Ground (per 100 square feet)	Per call	\$7.50

Certificate Of Completion

Envelope Id: A7DD2703E5034B91AFDFC1A64A9668C0

Status: Completed

Subject: First Amendment to Agreement for Citywide Pest Control - Atkinson pest Control, Inc. (FAC 230030)

Source Envelope:

Document Pages: 4

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Brittany Craven

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

biverson@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Brittany Craven

Location: DocuSign

7/14/2023 10:27:05 AM

biverson@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Timestamp

Sent: 7/14/2023 10:29:28 AM

Viewed: 7/17/2023 12:22:21 PM

Signed: 7/17/2023 12:22:35 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Duane Atkinson

datkinson@pestmaster.com

President

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Drawn on Device

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Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 7/17/2023 12:24:11 PM

ID: d2c048d0-fef1-46c4-826d-21dfdb9e66c5

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:



5677F71E38874F4...

Sent: 7/17/2023 12:37:23 PM

Viewed: 7/17/2023 1:23:02 PM

Signed: 7/17/2023 1:23:33 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Angel B. Jacobs

ajacobs@ocalafl.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signed: 7/17/2023 1:27:41 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 7/17/2023 1:27:09 PM ID: 45986e75-962d-4948-a46e-2966109a5cb5		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/14/2023 10:29:28 AM
Certified Delivered	Security Checked	7/17/2023 1:27:09 PM
Signing Complete	Security Checked	7/17/2023 1:27:41 PM
Completed	Security Checked	7/17/2023 1:27:41 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.