

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

THIS FIRST AMENDMENT TO AGREEMENT FOR CITYWIDE TREE TRIMMING AND REMOVAL SERVICES ("First 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**, City and Contractor now desire to amend the Original Agreement to reflect an increase in the overall compensation amount for the duration of the contractual 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. **COMPENSATION.** City shall pay Contractor an amount no greater than **ONE MILLION, TWO HUNDRED FIFTY-ONE THOUSAND, NINE HUNDRED-EIGHTY AND NO/100 DOLLARS (\$1,251,980)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.
3. **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: 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)

- 4. **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.
- 5. **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.
- 6. **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 \_\_\_\_\_.

**ATTEST:**

**CITY OF OCALA**

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

\_\_\_\_\_  
Kristen Dreyer  
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)