

FIRST AMENDMENT TO AGREEMENT FOR MOSQUITO CONTROL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR MOSQUITO CONTROL SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.**, a foreign profit corporation duly organized in the state of Illinois and authorized to do business in the state of Florida (EIN: 36-2391274) ("Contractor").

WHEREAS, on May 23, 2023, City and Contractor entered into an Agreement for Mosquito Control Services (the "Original Agreement"), City of Ocala Contract No.: PWD/230270, for a term beginning July 11, 2023, and ending July 10, 2026; and

WHEREAS, City and Contractor wish to renew the Original Agreement for the first of two (2) available one (1) year terms and to revise the pricing schedule to reflect a three-percent (3%) increase.

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 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 on **JULY 11, 2026**, and terminating **JULY 10, 2027**. Thereafter, this Agreement may be renewed for **ONE (1)** additional **ONE (1) YEAR** period by written consent between City and Contractor.
4. **COMPENSATION.** City shall pay Contractor a price not to exceed **EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$85,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.
5. **AMENDMENT TO EXHIBIT B.** The document attached to the Original Agreement as **Exhibit B – Price Proposal** is hereby deleted in its entirety and replaced with **Amended Exhibit B – Price Proposal**.
6. **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:

Clarke Environmental Mosquito Management, Inc.
Attention: Cherrief Jackson
3036 Michigan Avenue
Kissimmee, Florida 34744
Phone: 630-671-3067
E-mail: cjackson@clarke.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

7. **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.
8. **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.
9. **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:

**CLARKE ENVIRONMENTAL MOSQUITO
MANAGEMENT, INC.**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)

Amended Exhibit B - Price Proposal CONTRACT# PWD/230270

ITEM	DESCRIPTION	UOM	Price Per Mile
Truck Mount ULV Spraying			
1	Biomist 4+4 or equivalent (Concentrated % by weight of Permethrin 4%/Piperonyl Butoxide 4%)	EA	\$37.85
2	Duet or equivalent (Concentrated % by weight of Prallethrin 1%/Sumithrin 5%/Piperonyl Butoxide 5%)	EA	\$56.24
3	Mosquito Master 412 or equivalent (Concentrated % by weight of Chlorpyrifos 12%/Permethrin 4%)	EA	\$21.63
4	Mosquitomist Two or equivalent (Concentrated % by weight of Chlorpyrifos 24.6%)	EA	\$23.79
Barrier Spraying			
5	FLIT 13.3 EC or equivalent (Concentrated % by weight of 13.30% of Permethrin)	EA	\$125.45
ITEM	DESCRIPTION	UOM	Price Per Acre
Aerial Spraying			
6	Duet or equivalent (Concentrated % by weight of Prallethrin 1%/Sumithrin 5%/Piperonyl Butoxide 5%)	EA	\$2.07
7	Anvil 10+10 or equivalent (Concentrated % by weight of Sumithrin 10%/Piperonyl Butoxide 10%)	EA	\$2.02
ITEM	DESCRIPTION	UOM	Price per Box + Shipping
Larviciding Briquettes			
8	Spinosad based 180 day briquette with a 6.25% active ingredient (220 ct box)	EA	\$1,246.30
9	Methopene based 150 day briquette with a 2.1% active ingredient (220 ct box)	EA	\$842.95
10	Bacillus thuringiensis subspecies israelensis Strain BMP 144 based 150 day briquette with a 7% total active ingredient.	EA	\$852.84