

FOURTH AMENDMENT TO AGREEMENT FOR CITYWIDE TREE TRIMMING AND REMOVAL SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT FOR CITYWIDE TREE TRIMMING AND REMOVAL SERVICES ("Fourth 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 Contractor 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 the overall compensation amount for the duration of the Contract Term; and

WHEREAS, on February 12, 2026, City and Contractor entered into a Third Amendment to Agreement for Citywide Tree Trimming and Removal Services (the "Third Amendment"), to increase the overall compensation amount for the duration of the Contract Term; and

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

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, as amended, between City and Vendor 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 Fourth Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional one (1) year term beginning on **APRIL 20, 2026**, and terminating **APRIL 19, 2027**.
4. **COMPENSATION.** City shall pay Contractor a price not to exceed **EIGHT HUNDRED SIXTY-SIX THOUSAND AND NO/100 DOLLARS (\$866,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.
6. **NOTICES.** All notices, certifications or communications required by this Fourth 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 73rd Street
Ocala, FL 34480
Phone: 352-629-3843
E-mail: office@mariontree.net

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

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



IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ira J. Bethea Sr.
City Council President

Approved as to form and legality:

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

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)