

**SECOND AMENDMENT
TO SERVICES AGREEMENT**

THIS SECOND AMENDMENT (the "Second Amendment") to the Contract for Services is made and entered into this 18th day of November 2015 by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **INNOVATIVE ENVIRONMENTAL SERVICES, INC.**, a Florida Profit Corporation (the "Contractor").

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement on August 22, 2012; **Bid No. 12-044 (044-12) and Clerk Tracking No. 12-00042** (the "Original Agreement") to furnish **City of Naples Tree Trimming Services** (the 'Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this Second Amendment so that the Contractor will provide additional services pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. "Article Four, Compensation" shall be amended for the provision of additional fees for City of Naples Tree Trimming Services by the Contractor in the amount of \$50,000. New Agreement Annual dollar amount of \$460,000.00 is included in the Department's adopted Fiscal Year 2016 budget.
3. The terms of this Second Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this Second Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Contractor have caused this Second Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.



ATTEST:

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA

By: A. William Moss
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

CONTRACTOR:

INNOVATIVE ENVIRONMENTAL SERVICES, INC.
25 Little Harbor Way
Deerfield Beach, Florida 33441
Att: Craig Conway, Director of Operations
FEI/EIN Number: On File (FL)

Witness Signature: Lindsay Toffey

Printed Name: Lindsay Toffey

By: Craig Conway
(Signature)

Printed Name: CRAIG CONWAY

Title: DIRECTOR

Amendment to agreement