

**FIRST AMENDMENT TO AGREEMENT
(SERVICES)**

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Services is made and entered into this **20th day of January 2016** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **SPONSELLER NURSERY, INCORPORATED; DBA GATOR LANDSCAPING**, a Florida Profit Corporation (the Contractor").

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish Services dated **August 9, 2013** (the "Original Agreement") (Reference Original Bid No. **ITB 13-040 (040-13)** and Original Clerk **Tracking No. 13-00066** for services associated with **Plant and Transplant Various Size Palm and Hardwood Trees: First Amendment: Revision to Article 4.1 Compensation** (the 'Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will be provided revisions to the Agreement and 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 from shall not exceed \$70,000.00 annually to an anticipated not to exceed annual expenditure of \$200,000.00 and shall be paid in the manner set forth in the original "Basis of Compensation."
3. The terms of this First 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 First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This First 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 First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

CITY:

ATTEST:

CITY OF NAPLES, FLORIDA

By: 

Patricia L. Rambosk, City Clerk

By: 

A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: 

Robert D. Pritt, City Attorney

CONTRACTOR:

SPONSELLER NURSERY, INC.
DBA GATOR LANDSCAPING

2180 16th Avenue Southwest

Naples, Florida 34117

Att: **Andrew Sponseller**, President



Witness (Signature)

Printed

Name: VICTORIA SPONSELLER

By: 

(Signature)

Printed

Name: ANDREW SPONSELLER - PRESIDENT

Title:

FEI/EIN Number: On File
A Florida Profit Corporation