

**THIRD AMENDMENT  
TO SERVICES AGREEMENT**  
Clerk Tracking No. 16-00186

**THIS THIRD AMENDMENT** (the "Third Amendment") to the Contract for Services is made and entered into this 7th day of December 2016 by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **INNOVATIVE ENVIRONMENTAL SERVICES, INC.**, a Florida Corporation (the "Contractor").

**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 Third Amendment so that the Contractor will provide additional services pursuant to the terms and conditions contained herein.

**WHEREAS**, the parties are required by **119.0701 F.S.** to amend the Original Agreement so that the CITY and CONTRACTOR will abide by 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 \$385,000.00. New Agreement not to exceed Annual dollar amount of \$845,000.00 is included in the Department's adopted Fiscal Year 2017 budget.
3. "**Article Five, Maintenance of Records**" shall be amended to **add Articles 5.2 and 5.3** as indicated below and made a part of this Amendment.

**5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE.**

**If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the City Clerk,**



**City of Naples Custodian of Public Records, at Telephone: 239-213-1015, Email: [PublicRecordsRequests@naplesgov.com](mailto:PublicRecordsRequests@naplesgov.com);  
Address: 735 8th Street South; Naples, Florida 34102. Mailing address: same as street address.**

**5.3 The CONTRACTOR shall:**

1. Keep and maintain public records required by the CITY to perform the service.
  2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
  4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.
4. The terms of this Third 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.
  5. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this Third Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

6. This Third 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 Third 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.**

49 Little Harbor Way

Deerfield Beach, Florida 33441

Att: **Craig Conway**, Director of Operations

By: Lindsay Tolley  
Witness (Signature of Contractor)

By: Craig Conway  
(Signature)

Printed  
Name: Lindsay Tolley

Printed  
Name: Craig Conway

Title: Director of Operations

FEI/EIN Number: On File  
A Florida Profit Corporation (FL)

Amendment to agreement