

MUTUAL BENEFIT AND USE AGREEMENT

ADOPTION OF ST. LUCE COUNTY, CONTRACT C22-02-157
EMERGENCY DEBRIS REMOVAL

WHEREAS it is foreseen that it may be in the public interest to provide for the expedient removal of disaster debris within the corporate limits of the City of Fort Pierce, FL resulting from a natural or manmade event; and

WHEREAS the public health and safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the City of Fort Pierce, FL and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, City of Fort Pierce, FL has a community of interest in St. Lucie County, FL with respect to the debris services that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, St Lucie County, FL has selected through competitive process a firm proficient in providing debris services; and

WHEREAS, City of Fort Pierce, FL has reviewed the solicitation, proposal, and evaluation related to the selection of the firm by St. Lucie County, FL and endorses with the process and selection; and

WHEREAS, City of Fort Pierce, FL has reviewed the Contract for debris services between **St. Lucie County and Custom Tree Care Inc.** and has found the Scope of Services, prices, and terms, and conditions as set out in this Contract to be reasonable, acceptable, and of benefit to their citizens; and

THEREFORE, having reached concurrence and acceptance of the procurement process and the contract stipulations, Fort Pierce, FL agrees to enter into a contract with **Custom Tree Care Inc.** for debris services without modification to the original terms, conditions or pricing. Having full authority, the parties do hereby complete this Agreement by signing below:


Authorized Signor for Custom Tree Care, Inc.

GREG GATHERS
Printed Name

PRESIDENT
Title

7/5/23
Date

Authorized Signor City of Fort Pierce

Printed Name

Title

Date

FIRST AMENDMENT TO FEBRUARY 15, 2022 CONTRACT

**BETWEEN ST. LUCIE COUNTY AND
CUSTOM TREE CARE, INC.**

THIS FIRST AMENDMENT, is made and entered into this 24 day of January 2023, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **CUSTOM TREE CARE, INC.**, or his, its or their successors, executors, administrators, and assigns (the "Contractor").

WHEREAS, on February 15, 2022, the parties entered into a Contract to provide for Emergency Debris Removal; and,

WHEREAS, the parties desire to amend the Agreement to exercise the first one-year renewal option.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM/TIME OF PERFORMANCE shall be amended to read as follows:

6. TERM/TIME OF PERFORMANCE

Term: The term of this contract shall be for a period of two (2) years beginning on **February 15, 2022** and continuing through and including **February 14, 2024**. Upon mutual written agreement, this Contract may be extended for two (2) additional one-year renewal terms pursuant to the same terms and conditions.

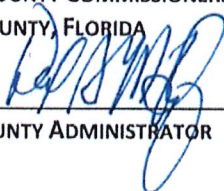
Work Hours: The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

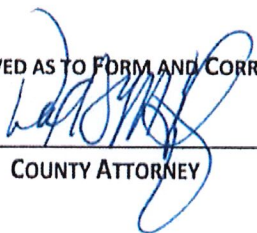
2. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: 
Interim COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS:


COUNTY ATTORNEY

CUSTOM TREE CARE, INC.

BY: Greg Gathers 1/23/2023

PRINT NAME: Greg Gathers

TITLE: CEO