

B230384KLB
Population Control Services for Black Spiny-Tailed Iguanas (Ctenosaura Similis)
on Gasparilla Island
Blue Iguana Pest Control, Inc. d/b/a Iguana Control

**FIRST AMENDMENT OF ANNUAL AGREEMENT FOR POPULATION CONTROL
SERVICES FOR BLACK SPINY-TAILED IGUANAS (CTENOSAURA SIMILIS) ON
GASPARILLA ISLAND**

THIS FIRST AMENDMENT OF THE ANNUAL AGREEMENT FOR POPULATION CONTROL SERVICES FOR BLACK SPINY-TAILED IGUANAS (CTENOSAURA SIMILIS) ON GASPARILLA ISLAND, is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Blue Iguana Pest Control, Inc dba Iguana Control, ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for population control services for Black Spiny-Tailed Iguanas through Solicitation B230384KLB with Vendor on the 11th day of December 2023 ("Agreement"), and;

WHEREAS, the Exhibit A, SCOPE OF WORK AND SPECIFICATIONS section of the Agreement states that the Vendor would provide forty hours of services per week; and,

WHEREAS, after the execution of the Agreement, it was determined to be in the best interest of the County to increase the maximum number of hours per week that the Vendor is permitted to provide the population control services for Black Spiny-Tailed Iguanas; and,

WHEREAS, pursuant to Article XVI, Miscellaneous, of the Agreement, the Parties desire to revise Sections 1.2 and 3.9 of the Exhibit A, SCOPE OF WORK AND SPECIFICATIONS and Section 3. PRICING of the SPECIAL CONDITIONS section of the Exhibit A, SCOPE OF WORK AND SPECIFICATIONS of the Agreement to increase the maximum number of hours permitted from forty to sixty hours.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

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1. Effective upon full execution of this amendment, Section 1.2 of the Exhibit A, SCOPE OF WORK AND SPECIFICATIONS shall be superseded by the following:

- 1.2 “The awarded Vendor(s) shall provide no more than sixty (60) hours of population control services per week. Work may be performed Monday through Friday only. Work may ONLY take place during daylight hours and may NOT take place after dark. Vendor is required to provide daily timesheets to the Lee County MSTBU representative. Timesheets shall be bundled and accompany invoices. Timesheets must be submitted electronically, must be provided in a format that is acceptable to the MSTBU representative, and is subject to change.”

2. Effective upon full execution of this amendment, Section 3.9 of the Exhibit A, SCOPE OF WORK AND SPECIFICATIONS shall be superseded by the following:

- 3.9 “Population control services provided by this contract shall be February 15th to November 15th (approximately 36 weeks at no more than 60 on site hours a week). Additional weeks of coverage, on an as needed bases, can be requested by the County MSTBU representative should there be above average temperatures and increased target animal activity. Additional coverage will not be charged to the county if not scheduled or requested by the County MSTBU representative. The County reserves the right to establish specified "hunting period(s)" or "no-hunting period(s)" at its sole discretion. Any such change shall be provided to the awarded Vendor(s) in writing.”

3. Effective upon full execution of this amendment Section 3. PRICING of the SPECIAL CONDITIONS section of the Exhibit A, SCOPE OF WORK AND SPECIFICATIONS of the agreement shall be superseded by the following:

“3. PRICING

- 1.1. Pricing shall be provided as an hourly rate based on no more than a sixty (60) hour work week (Monday – Friday), February 15th through November 15th, and shall be inclusive of all labor, materials, equipment, overhead, profit, transportation expenses, tolls, disposal fees, and any other incidental costs required to perform and complete all work as specified herein. The Vendor is responsible for determining and providing the type and amount of equipment and labor necessary to complete this contract. Time used for equipment procurement, transport, and maintenance is not billable.”

[Remainder of the page left intentionally blank.]

on Gasparilla Island
Blue Iguana Pest Control, Inc. d/b/a Iguana Control

IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed,
in duplicate, by the respective parties hereto.

DATED this 9/6/2024 | 2:32 PM EDT
by the Lee County Board of County
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

Signed by:
BY: Peter Winton
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Pete Winton
Chief Financial Officer and Assistant County
Manager, on behalf of the Board of County
Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

DocuSigned by:
BY: Robert Holborn
0709AF8D28834C8...
County Attorney's Office

DATED this 3 day of SEPTEMBER 2024 by Blue Iguana Pest Control, Inc dba Iguana
Control.

ATTEST:

BY: Thomas Portuallo
Authorized Signature

THOMAS PORTUALLO
Authorized Signature Printed Name

PRESIDENT
Authorized Signature Title

CORPORATE SEAL:

