

**THIRD AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR COMMERCIAL DIVING SERVICES: REPAIR OF UNDERWATER PIPES AND STRUCTURES**

THIS THIRD AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR COMMERCIAL DIVING SERVICES: REPAIR OF UNDERWATER PIPES AND STRUCTURES ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **IN DEPTH, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 82-1293180) ("Contractor").

**WHEREAS**, on December 17, 2024, City and Contractor entered into a Cooperative Purchasing Agreement for the provision of commercial diving services for the repair of underwater pipes, and structures, (the "Original Agreement") City of Ocala Contract Number WRS/250225 for a term from December 20, 2024, through March 18, 2025; and

**WHEREAS**, on March 14, 2025, City and Contractor entered into a First Amendment to Cooperative Purchasing Agreement for Commercial Diving Services: Repair of Underwater Pipes and Structures (the "First Amendment") to extend the term for the Original Agreement for the first of three one-year renewal periods; and

**WHEREAS**, on April 21, 2025, City and Contractor entered into a Second Amendment to Cooperative Purchasing Agreement for Commercial Diving Services: Repair of Underwater Pipes and Structures (the "Second Amendment") to increase the maximum expenditure allowed over the renewal term; and

**WHEREAS**, City and Contractor now desire to renew the Original Agreement for the second of three (3) one-year renewal terms available and City and Contractor desire to increase the maximum expenditure allowed over the renewal term.

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Third Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional one-year term beginning **MARCH 19, 2026**, and terminating **MARCH 18, 2027**. Thereafter, the parties acknowledge and agree there remains the option for the Original Agreement to be renewed for up to one (1) additional one-year (1-year) period upon written agreement between the parties.
4. **AMENDMENT TO COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory performance of services over the Renewal Term.
5. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage

prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

In Depth Inc.  
Attention: Zachary J. Rogers  
1473 Old Haw Creek Road  
Bunnell, Florida 32110  
Phone: 386-202-2771  
E-mail: [zach@indepthserviceinc.com](mailto:zach@indepthserviceinc.com)

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer  
City of Ocala  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-629-8343  
E-mail: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)

Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
Phone: 352-401-3972  
E-mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

6. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this Third Amendment on

\_\_\_\_\_.

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Ira J. Bethea Sr.  
City Council President

**Approved as to form and legality:**

**IN DEPTH, INC.**

\_\_\_\_\_  
William E. Sexton, Esq.  
City Attorney

\_\_\_\_\_  
By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_  
(Title)