

THIRD AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – SOUTHEAST AND SOUTHWEST RIGHTS-OF-WAY AND CITY LOTS

THIS THIRD AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – SOUTHEAST AND SOUTHWEST RIGHTS-OF-WAY AND CITY LOTS (“Third Amendment”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”), and **EXTREME ENTERPRISES OF MARION COUNTY, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-0079563) (“Contractor”).

WHEREAS, on January 18, 2023, City and Contractor entered into an Agreement for Grounds Maintenance Services – Southeast and Southwest Rights-of-Way and City Lots (the “Original Agreement”), City of Ocala Contract No.: PWD/220817 for a term of two (2) years, from January 18, 2023, to January 17, 2025; and

WHEREAS, on January 5, 2024, City and Contractor entered into a First Amendment to Agreement for Grounds Maintenance Services – Southeast and Southwest Rights-of-Way and City Lots (the “First Amendment”) to modify the contact information and the locations to be serviced by Contractor; and

WHEREAS, on April 11, 2024, City and Contractor entered into a Second Amendment to modify the service locations specified therein (the “Second Amendment”); and

WHEREAS, City and Contractor now desire to renew the Original Agreement for the first of two one-year renewals available under the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
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 is hereby renewed for an additional (1) one-year term beginning on **JANUARY 18, 2025**, and terminating **JANUARY 17, 2026**. Thereafter, this Agreement may be renewed for **ONE (1)** optional **ONE (1) YEAR** period by written consent between City and Contractor.
4. **RENEWAL COMPENSATION.** Contractor shall be paid a price not to exceed the maximum limiting amount of **ONE HUNDRED SEVENTY-SEVEN THOUSAND, TWO HUNDRED THIRTY-EIGHT AND 27/100 DOLLARS (\$177,238.27)** (the “Contract Sum”) over the Renewal Term as full and complete compensation for the timely and satisfactory provision of Ground Maintenance Services – Southeast and Southwest Rights-of-Way and City Lots.
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 email. All notices shall be addressed to the respective parties as follows:

If to Contractor: Extreme Enterprises of Marion County, Inc.
Attention: John Milligan
P.O. Box 5033
Ocala, Florida 34478
PH: 352-274-2991
E-Mail: jmextreme@yahoo.com

If to City of Ocala: Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: notices@ocalafl.gov
PH: 352-629-8343

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: 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

Kristen Dreyer
City Council President

Approved as to form and legality:

**EXTREME ENTERPRISES OF
MARION COUNTY, INC.**

(Authorized Signatory)

By: _____
(Printed Name)

By: _____
(Printed Name of Signatory)

Title: _____

Title: _____
(Title of Authorized Signatory)