

FIFTH AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES

THIS FIFTH AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES ("Fifth Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 27-4898723) ("Vendor").

WHEREAS, on March 14, 2023, City and Vendor entered into an Agreement for Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract Number: REC/230068 for a term of three (3) years, from March 8, 2023, through March 7, 2026; and

WHEREAS, on July 5, 2023, City and Vendor entered into a First Amendment to Agreement for Grounds Maintenance Services (the "First Amendment") to modify the locations to be maintained by Vendor; and

WHEREAS, on October 23, 2023, City and Vendor entered into a Second Amendment to Agreement for Grounds Maintenance Services (the "Second Amendment") to add an additional location to be maintained by Vendor; and

WHEREAS, on January 2, 2025, City and Vendor entered into a Third Amendment to Agreement for Grounds Maintenance Services (the "Third Amendment") to include additional locations to be maintained by Vendor and adjust mowing frequencies; and

WHEREAS, on February 3, 2025, City and Vendor entered into a Fourth Amendment to Agreement for Grounds Maintenance Services (the "Fourth Amendment") to amend the Price Proposal to include specific locations that were not included in the Original Agreement; and

WHEREAS, City and Vendor now desire to renew the Original Agreement, as amended, for the first of two (2) additional one (1) year renewal periods available under the terms of 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 Vendor agree as follows:

1. **RECITALS.** City and Vendor 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 Vendor, 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 Fifth Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional one (1) year term beginning **MARCH 8, 2026**, and terminating **MARCH 7, 2027**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to **ONE (1)** additional **ONE (1) YEAR** period upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Vendor an amount not to exceed **TWO HUNDRED SIXTY-ONE THOUSAND, NINE HUNDRED AND NO/100 DOLLARS (\$261,900)** (the "Contract Sum") over the one (1) year Renewal Term as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents.

5. **NOTICES.** All notices, certifications or communications required by this Fifth 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 Vendor: Southern Lawn Care Mid Florida, Inc.
Attn: Tim McQuaig
13900 NE 41st Terrace
Anthony, Florida 32617
Phone: 352-304-3921
E-mail: kawboy32x@gmail.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

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Fifth 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).** Vendor, 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 Fifth Amendment. Further, a duplicate or copy of the Fifth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fifth Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this Fifth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fifth 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 Fifth Amendment.

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



IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire J. Bethea, Sr.
City Council President

Approved as to form and legality:

**SOUTHERN LAWN CARE MID FLORIDA,
INC.**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)