

FOURTH AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES ("Fourth Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **FIRST COAST FRANCHISING, INC. D/B/A JANIKING OF JACKSONVILLE**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-0027934) ("Vendor").

WHEREAS, on May 1, 2022, City and Vendor entered into an Agreement to perform Janitorial Services (the "Original Agreement"), City of Ocala Contract Number: FAC/220400, for a term of three (3) years from May 1, 2022 to April 30, 2025; and

WHEREAS, on March 5, 2024, City and Vendor entered into a First Amendment to Agreement to Perform Janitorial Services (the "First Amendment") to modify the locations to be serviced; and

WHEREAS, on March 29, 2024, City and Vendor entered into a Second Amendment to Agreement to Perform Janitorial Services (the "Second Amendment") to further modify the locations to be serviced; and

WHEREAS, on June 6, 2025, City and Vendor entered into a Third Amendment to Agreement to Perform Janitorial Services (the "Third Amendment") to extend the Original Agreement, as amended, for the first of two (2) available one (1) year renewal periods available under the terms of the Original Agreement, from May 1, 2025 through April 30, 2026; and

WHEREAS, City and Vendor now desire to extend the Original Agreement, as amended, for the second and final one (1) year renewal period available under the terms of the Original Agreement.

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

1. **RECITALS.** City and Vendor 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 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 Fourth Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional one (1) year term beginning **MAY 1, 2026** and terminating **APRIL 30, 2027**.
4. **COMPENSATION.** City shall pay Vendor an amount not to exceed **THIRTY-TWO THOUSAND, NINE HUNDRED FOURTEEN AND NO/100 DOLLARS (\$32,914)** 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. The pricing in this Agreement shall only be adjusted by written amendment executed by both parties.
5. **NOTICES.** All notices, certifications or communications required by this Fourth 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:

First Coast Franchising, Inc.
d/b/a Jani-King of Jacksonville
Attn: Keith White
5700 St. Augustine Road
Jacksonville, Florida 32207
Phone: 904-346-3039
E-mail: kwhite@janikingjax.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 Fourth 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 Fourth Amendment. Further, a duplicate or copy of the Fourth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fourth Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this Fourth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fourth 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 Fourth Amendment.

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



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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire J. Bethea, Sr.
City Council President

Approved as to form and legality:

**FIRST COAST FRANCHISING, INC.
D/B/A JANI-KING OF JACKSONVILLE**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)