

EXTENSION OF MAINTENANCE SERVICES AGREEMENT

LANDSCAPING

This Extension of Maintenance Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 2026, by and between the **CITY OF STONE MOUNTAIN**, a municipal corporation of the State of Georgia (the “City”) and **CRABAPPLE TURF MANAGEMENT, INC. D/B/A/ CRABAPPLE LANDSCAPE EXPERTS**, a Georgia corporation (“Contractor”), collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, on January 1, 2025, the Parties entered into a Maintenance Services Agreement (the “Original Agreement”), attached hereto as Exhibit A; and

WHEREAS, pursuant to the Original Agreement, the Original Agreement could “be extended by the City for additional periods predicated on satisfactory performance and appropriation for lawn maintenance services”; and

WHEREAS, the City has budgeted for lawn maintenance services in the 2026 budget; and

WHEREAS, Contractor satisfactorily performed lawn maintenance services for the City under the Original Agreement.

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

All terms and conditions in the Original Agreement shall remain in full force and effect, except as follows:

1. Updated Alien Employment affidavits are attached hereto as “**Exhibits B.1 and B.2.**” Updated Alien Employment affidavits shall be submitted by Contractor no later than January 15 of each year of each extension.

2. Contract Term. The Original Agreement expired on December 31, 2025. The Parties acknowledge that the Contractor has continued to provide satisfactory lawn maintenance services to the City since that date. Through this Agreement, the City ratifies and approves the continuation of those services from January 1, 2026 to December 31, 2026. Thereafter, this Agreement shall automatically be extended from January 1 of each subsequent year to December 31 of each subsequent year, unless either party provides at least 30 days’ written notice to terminate the Agreement. Otherwise, this Agreement shall begin and end on these dates, unless terminated earlier in accordance with the applicable terms and conditions set forth in the Original Agreement. Pursuant to O.C.G.A. Section 36-60-13, this

Agreement shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of an extension, beyond the fiscal year of such extension.

3. Contractor warrants and represents that it will perform its Work in a prompt and timely manner and in a manner that does not impose delays on the progress of the Work. Continuation of services under this Agreement remains subject to satisfactory performance by the Contractor and the availability and appropriation of funds by the City.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement effective as of the date first above written.

**CONTRACTOR: CRABAPPLE TURF
MANAGEMENT, INC. D/B/A/ CRABAPPLE
LANDSCAPEXPERTS**

By: _____
Name (printed):
Title (printed):

ATTEST:

By: _____
Name (printed): _____
Title (printed): _____

CITY OF STONE MOUNTAIN

By: _____
Name: Jelani Linder
Title: Mayor, City of Stone Mountain

ATTEST:

By: _____
Name: Miglena Dimov
Title: City Manager

Approved as to form:

Angela C. Couch, City Attorney