

SECOND AMENDMENT TO AGREEMENT FOR MANAGEMENT OF THE FORT KING TENNIS CENTER

THIS SECOND AMENDMENT TO AGREEMENT FOR MANAGEMENT OF THE FORT KING TENNIS CENTER ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **JASON WEISS VENTURES, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 80-0003140) ("Contractor").

WHEREAS, on February 5, 2020, City and Contractor entered into an Agreement for Management of the Fort King Tennis Center (the "Original Agreement"), City of Ocala Contract No.: REC/190417, for a term of five (5) years from February 1, 2020, through January 31, 2025; and

WHEREAS, on November 2, 2024, City and Contractor entered into a First Amendment to Agreement for Management of the Fort King Tennis Center (the "First Amendment"), to extend the Original Agreement for the single available five (5)-year renewal period; and

WHEREAS, City and Contractor now desire to amend the Original Agreement to incorporate a Management Services Fee.

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, as amended, between City and Vendor 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 Second Amendment.
3. **AMENDMENT TO SECTION 4 COMPENSATION AND REVENUE SHARE.** The language contained in Section 4 A – Contractor Compensation of the Original Agreement is hereby amended to add the following provision (all remaining sections of Paragraph 4 A - Contractor Compensation remain in effect):

(8) Management Services Fee. City shall pay to Contractor **NINETY-EIGHT THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS (\$98,800)** payable in monthly installments of **ONE THOUSAND, NINE HUNDRED AND NO/100 DOLLARS (\$1,900 per month)** beginning **OCTOBER 1, 2025**, through **JANUARY 31, 2030** (the "Contract Term"). The Management Services Fee shall be made payable to **JASON WEISS VENTURES, INC.** unless the parties otherwise agree.

(9) Invoice Submission. All invoices for the Management Service Fee shall be submitted by the Contractor no later than the fifth (5th) day of each month, covering services rendered in the preceding month. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Recreation and Parks Department**, Attn: **Bill Rodriguez, 828 NE 8th Avenue, Ocala, Florida 34470** Email: wcayro@ocalafl.gov.

4. **NOTICES.** All notices, certifications or communications required by this Second 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:

Jason Weiss Ventures, Inc.
Attention: Jason Weiss
5445 SE 44th Avenue
Ocala, Florida 34480
Phone: 352-229-2655
E-mail: jyice@yahoo.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 Second 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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment.

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



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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

JASON WEISS VENTURES, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)