

**SECOND AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES –
DRAINAGE RETENTION AREAS**

THIS SECOND AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – DRAINAGE RETENTION AREAS ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **EASON LAWN SERVICE, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 30-0541940) ("Contractor").

WHEREAS, on April 8, 2020, City and Contractor entered into an Agreement for Grounds Maintenance Services – Airport Terminal (the "Original Agreement"), City of Ocala Contract Number: AIR/200063B; and

WHEREAS, on April 11, 2022, City and Contractor entered into a First Amendment to Agreement for Grounds Maintenance Services – Drainage Retention Areas ("First Amendment") to renew the term of the Original Agreement for an additional one-year term from April 1, 2022 to March 31, 2023; and

WHEREAS, City and Contractor desire to extend the Original Agreement, as written, for the final one-year (1-year) renewal period 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 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. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning **APRIL 1, 2023** and terminating **MARCH 31, 2024**.
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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Eason Lawn Service, LLC
Attention: Duraine Eason
149 Almond Rd.
Ocala, Florida 34472
E-mail: easonlawncare@hotmail.com

If to City of Ocala:

Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
PH: 352-629-8343
Email: notices@ocalafl.org



Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
PH: 352-401-3972
Email: cityattorney@ocalafl.org

5. **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.
6. **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.
7. **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.

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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Peter Lee
City Manager

Approved as to form and legality:

EASON LAWN SERVICE, LLC

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)