

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment"), is entered into by and between **MARION COUNTY**, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34470 ("Lessor") and **MARION COUNTY VETERANS HELPING VETERANS, INC.**, a Florida not-for-profit corporation, 2730 E. Silver Springs Blvd., Unit 200, Ocala, FL 34470 ("Lessee") (collectively the "Parties").

RECITALS

- A. On or about August 2, 2016, the Parties entered into a Marion County Standard Professional Services Agreement, Community Development Block Grant Program (the "Grant Contract"), whereby Lessee would provide to Lessor certain services, including the operation of The Veterans Resource Center (the "Center"), and Lessor would provide to Lessee certain benefits through the federally funded Community Development Block Grant Program, for which Lessor acts as an administrator.
- B. As part of the consideration for the Grant Contract, Lessor agreed to lease to Lessee rent free certain real property owned by Lessor more fully described therein and bearing an address of 2730 E. Silver Springs Blvd., Unit 200, Ocala, FL 34470 (the "Property") for the purposes of operating the Center. A signed copy of the lease between the Parties was attached and incorporated into the Grant Contract as Exhibit "C" thereto (the "Lease").
- C. On or about June 4, 2019, the Parties entered into a first amendment to the Grant Contract (the "First Amendment") (the Grant Contract and the First Amendment collectively hereafter the "Agreement") to modify the Lease and extend paragraph "3" of the Lease to provide for Lessor to pay the electric utilities to the Property for an additional three (3) year period. The Parties acknowledge that as part of the consideration for the First Amendment, Lessee has provided certain cleaning services for the public restrooms located on the Property. The First Amendment further provided that upon the expiration of the three (3) year period, the Parties may consider further extension. Said three (3) year period has an expiration date of May 31, 2022.
- D. Lessor recognizes the important not-for-profit work of Lessee and the many valuable services the Center has provided veterans. Lessor desires to support the continued success of Lessee and the Center. As part of this support, Lessor agrees to extend Lessor's responsibility for the payment of electric utilities to the Property for an additional period of three (3) years commencing upon the full execution of this Second Amendment and expiring on May 31, 2025. Lessee agrees to continue providing certain cleaning services for the public restrooms on the Property for this same period. Lessor agrees that upon expiration of said extension, the Parties may consider further extension. The Parties enter into this Second Amendment to formalize this understanding.

AGREEMENT

NOW, THEREFORE, for and in consideration for the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

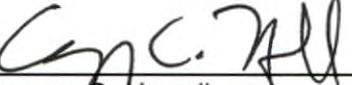
1. Recitals. The Recitals are restated and incorporated herein by reference.

2. Amendment. This Second Amendment shall be binding upon and inure to the benefit of the successors and assigns of Lessor and Lessee. The terms and provisions of the Agreement not specifically modified by this Second Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Second Amendment. The terms and provisions of the Agreement, including the Lease found at Exhibit "C" thereto, are incorporated herein by reference as if fully stated herein.

3. Electricity; Cleaning; Further Extension. Lessor shall continue to be responsible to pay for electric utilities to the Property for a period of three (3) years, commencing upon full execution of this Second Amendment and expiring on May 31, 2025. For said same period, Lessee shall continue to be responsible to provide cleaning services for the public restrooms on the Property five (5) days a week, two (2) times a day, with steam cleaning of the restrooms quarterly. Lessor agrees to continue to provide the paper products and maintenance of the restrooms. Upon expiration of said three (3) year period, the Parties may consider further extension.

IN WITNESS WHEREOF, this Second Amendment has been executed and delivered by Lessor and Lessee on the date of the last signature below.

ATTEST:



Gregory C. Harrell
Clerk of the Court
Date: September 14, 2021

FOR RELIANCE SOLELY BY MARION
COUNTY, APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



Elizabeth Alt
Senior Assistant County Attorney

LESSOR:
**MARION COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS**

By: 

Jeff Gold
Chairman
Date: September 14, 2021

LESSEE:
**MARION COUNTY VETERANS HELPING
VETERANS, INC.**
a Florida not-for-profit corporation

By: 

Print name: Henry J. WHITTIER
Title: Tex Director -
Date: 9/3/2021