

**SECOND AMENDMENT
TO
22-33-A ANNUAL REQUIREMENTS CONTRACT FOR
MOWING & LANDSCAPE SERVICES ZONE 5**

This Second Amendment to the Annual Requirements Contract For Mowing & Landscape Services Zone 5 between the City Of Lewisville, Texas And Good Earth Corporation (this “Second Amendment”) is entered into by and between the City of Lewisville, Texas, a home rule city and municipal corporation principally situated in Denton County, Texas (the “City”) and Good Earth Corporation, a Texas corporation (the “Contractor”) (collectively the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into the 22-33-A Annual Requirements Contract For Mowing & Landscape Services Zone 5 dated March 3, 2022, subsequently amended by the First Amendment to 22-33-A Annual Requirements Contract For Mowing & Landscape Services Zone 5 (collectively, the “Contract”) regarding the mowing and landscaping of zone 5 within the City of Lewisville, Texas (hereinafter “Services”); and

WHEREAS, City and Contractor desire to further amend such Contract in order to increase weekly trash pickup cycles.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties hereto agree as follows:

Section 1. Recitals. The recitals set forth above are hereby adopted and incorporated into the body of this Second Amendment as if fully set forth herein.

Section 2. Definitions. Capitalized terms used in this Second Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Contract.

Section 3. Amendment to the Contract. Exhibit “A” to the Contract shall be deleted in its entirety and replaced with a new Exhibit “A”, attached hereto as Attachment 1.

Section 4. Severability. In case any one or more of the provisions contained in this Second Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof or any other provision of the Contract, and this Second Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 5. Successors and Assigns. This Second Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

Section 6. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

Section 7. Effect on Contract; Integration. Except as specifically amended by this Second Amendment, all other terms and provisions of the Contract shall remain in full force and effect, and as applicable, shall apply to this Second Amendment. In the event of any conflict or inconsistency between this Second Amendment and the Contract, the terms and provisions of this Second Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

Section 8. Effective Date. The effective date of this Second Amendment shall be the date of execution of this Second Amendment by both parties hereto.

Section 9. Authorization. This Second Amendment was authorized by action of the City Council of the City of Lewisville, authorizing the City Manager to execute the Second Amendment on behalf of the City.

SIGNATURE PAGE FOLLOWS

CITY OF LEWISVILLE, TEXAS

Claire Powell, City Manager

Date

ATTEST:

Jennifer Malone, Acting City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

COMPANY:

GOOD EARTH CORPORATION
A TEXAS CORPORATION

By:



1-14-25

Date