

7719-06
Amd 1

**FIRST AMENDMENT TO CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
G4S SECURE SOLUTIONS (USA) INC.
FOR
COURTHOUSE SECURITY SERVICES**

THIS FIRST AMENDMENT to Contract is made and entered into as of this 14 day of Aug, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida (hereinafter the "CITY"), and G4S SECURE SOLUTIONS (USA) INC., a Florida profit corporation with principal office at 1395 University Boulevard, Jupiter, Florida 33458 (hereinafter the "CONTRACTOR") for security guard services for the Duval County Courthouse (hereinafter the "Services").

WITNESSETH:

WHEREAS, on December 1, 2012, CITY and CONTRACTOR made and entered into City of Jacksonville Contract No. 7719-06 (hereinafter the "Contract"); and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by increasing the maximum indebtedness by \$1,437,200.00 for the period November 1, 2014, through October 31, 2015, and by \$1,437,200.00 for the period November 1, 2015, through October 31, 2016, for a total increase of \$2,874,400.00 to a new total maximum indebtedness not-to-exceed \$5,781,108.00, and by exercising the first of three (3) renewal options so as to extend the period of service from November 1, 2014, through October 31, 2016, subject to earlier termination, with two (2) two (2) year renewal periods remaining, and with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the mutual promises and covenants herein contained and for other good and valuable consideration, the legal sufficiency of which is admitted, the parties agree as follows:

1. The above-stated recitals are true and correct and, by this reference, are made a part hereof and are incorporated herein.

2. Section 3.02 of said Contract is amended by increasing the maximum indebtedness by \$1,437,200.00 for the period November 1, 2014, through October 31, 2015, and by \$1,437,200.00 for the period November 1, 2015, through October 31, 2016, for a total increase of \$2,874,400.00 to a new total maximum indebtedness not-to-exceed \$5,781,108.00, and as amended shall read as follows:

“3.02. CONTRACTOR shall perform said Services for a total amount not-to-exceed FIVE MILLION SEVEN HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED EIGHT AND 00/100 DOLLARS (\$5,781,108.00), at and for the prices and on the terms contained in the Contract Documents.”

3. Section 5 of said Contract is amended by exercising the first of three (3) renewal options so as to extend the period of service from November 1, 2014, through October 31, 2016, subject to earlier termination, with two (2) two (2) year renewal periods remaining, and as amended shall read as follows:

“5.01. The term of this Contract shall become effective as of December 1, 2012 and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until October 31, 2016 unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days’ prior written

notice to the other party to this Contract. This Contract may be renewed in the sole discretion of the CITY for up to two (2) additional two (2) year periods upon terms and conditions mutually agreeable to the parties.

4. Section 8 of said Contract is amended by increasing the maximum indebtedness by \$1,437,200.00 for the period November 1, 2014, through October 31, 2015, and by \$1,437,200.00 for the period November 1, 2015, through October 31, 2016, for a total increase of \$2,874,400.00 to a new total maximum indebtedness not-to-exceed \$5,781,108.00, and as amended shall read as follows:

“8. Maximum indebtedness. The maximum indebtedness of the CITY for all fees, reimbursable items, or other costs for Services provided by CONTRACTOR pursuant to this Contract shall not exceed the sum of FIVE MILLION SEVEN HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED EIGHT AND 00/100 DOLLARS (\$5,781,108.00) for the term of this Contract.”

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Contract of December 1, 2012, shall remain unchanged and shall continue in full force and effect.

[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment in duplicate the day and year first above written.

ATTEST:

By James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE, FLORIDA

By Karen Bowling
Alvin Brown, Mayor

CITY

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2018-04

In accordance with the Ordinance Code of the CITY of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract, and that provision has been made for the payment of monies provided therein to be paid.

C. Ronald Belton
Director of Finance
7719-06 Amd #1

Form Approved:

James R. McCain, Jr.
Office of General Counsel

WITNESS:

G4S SECURE SOLUTIONS (USA) INC.

[Signature]

Signature

ERICK LALLEMAND SR.

Type/Print Name

MANAGER, BUSINESS DEV.

Title

[Signature]

Signature

ROGER SWIMIRSKI

Type/Print Name

GENERAL MANAGER

Title

CONTRACTOR