

**FIRST AMENDMENT TO SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
TPH ACQUISITION LLLP d/b/a THE PARTS HOUSE
FOR
VEHICLE/EQUIPMENT PARTS, MANAGEMENT, AND SUPPLY SERVICES**

THIS FIRST AMENDMENT to Services Contract is made and entered into this 30 day of OCTOBER, 2014 (the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (the "City"), and TPH ACQUISITION LLLP d/b/a THE PARTS HOUSE, a Florida limited partnership with its principal office at 10321 Fortune Parkway, Building 400, Jacksonville, Florida 32256 (the "Contractor"), for the provision of vehicle and equipment parts, management, and supply services (the "Services").

WHEREAS, on August 21, 2013, City and Contractor made and entered into City of Jacksonville Contract No. 9902 (the "Contract"); and

WHEREAS, the Contract has not been amended previously; and

WHEREAS, said Contract should be amended by increasing the award by \$5,180,000.00 to a new total maximum indebtedness not to exceed \$8,788,078.34 with all other provisions, terms, and conditions of the Contract remaining unchanged, now therefore;

IN CONSIDERATION of the premises and the mutual covenants contained below, the parties agree as follows:

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

2. Section 3 of said Contract is amended by increasing the award by \$5,180,000.00 to a new total maximum indebtedness not to exceed \$8,788,078.34, and as amended shall read as follows:

"3. **Maximum indebtedness.** As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for all products and services under this Contract shall be for a fixed monetary amount not-to-exceed EIGHT

MILLION SEVEN HUNDRED EIGHTY-EIGHT THOUSAND SEVENTY-EIGHT AND 34/100 USD (\$8,788,078.34)."

SAVE AND EXCEPT as expressly amended herein, the provisions, terms, and conditions of the Contract of August 21, 2013, shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

ATTEST:

Karen Bowling
Chief Administrative Officer
For Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



By Alvin Brown
Alvin Brown
Mayor

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 agreement and that provision has been made for the payment of monies provided therein to be paid

C. Ronald Edler
Director of Finance
City Contract No. 9902, Amd #1

WITNESS:

TPH ACQUISITIONS LLLP,
d/b/a THE PARTS HOUSE

By Ana Knapper
Signature

By David W. Mensa
Signature

Ana Knapper
Type/Print name

DAVID W. MENSA COO
Type/Print Name

Form Approved:

Office of General Counsel

From: Dwyer-Frazee, Ivy
Sent: Wednesday, October 29, 2014 4:47 PM
To: MIKEM@THEPARTSHOUSE.COM
Cc: Preacher, Erik; Pease, Gregory; McCain, James; Dwyer-Frazee, Ivy
Subject: TPH Acquisition dba The Parts House #9902 Amd #1
Attachments: TPH.#9902.#1.VehiclePartsServices.102114.pdf

Attached please find the above referenced Contract Amendment. Once you have had a chance to review, if it meets with your approval, print out two originals, sign on behalf of the company (having that signature witnessed/attested in the spaces provided) and return to me, along with a copy of your Certificate of Insurance (COI), at the address listed below.

Do not date the contract amendment as that will be done by me as part of the City's execution process. Once the contract amendment has been fully executed, I will return one original to you via U.S. Mail. I will send all persons of record a pdf. The corporation secretary will retain an original for its files.

Should you have any questions or concerns, please feel free to contact me or James R. McCain, Jr. directly at 904-630-7130.

Thank you, Ivy

Ivy L. Dwyer-Frazee 

Legal Assistant to:
James R. McCain, Jr.,
Corporation Secretary and Assistant General Counsel
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, FL 32202
904-630-1212, ext. 5743
904-630-1731 (fax)
Email: jdfrазee@coj.net
www.coj.net



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