

6576-23  
Amd 1

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
PROSSER, INC. (f/k/a PROSSER HALLOCK, INC.)  
FOR  
MISCELLANEOUS PARK IMPROVEMENTS  
(AREA 1 – NORTH AND WEST OF ST. JOHNS RIVER)**

**THIS FIRST AMENDMENT** to Agreement is made and entered into in duplicate this 14 day of May, 2014, by and between the CITY OF JACKSONVILLE (hereinafter the “City”), a municipal corporation in Duval County, Florida, and PROSSER, INC. (f/k/a PROSSER HALLOCK, INC.), a Florida profit corporation with an office at 13901 Sutton Park Drive South, Suite 200, Jacksonville, Florida 32224, for miscellaneous park improvements in Area 1 north and west of the St. Johns River (hereinafter the “Project”).

**RECITALS:**

**WHEREAS**, on May 14, 2013, City and Prosser Hallock, Inc. made and entered into City of Jacksonville Contract No. 6576-23 (hereinafter the “Agreement”); and

**WHEREAS**, effective January 9, 2014, Prosser Hallock, Inc. changed its name to Prosser, Inc.; and

**WHEREAS**, this Agreement has not been amended previously; and

**WHEREAS**, said Agreement should be amended to recognize said name change and to provide for the substitution of Prosser, Inc. for Prosser Hallock, Inc. as a party to said Agreement and all of its amendments; and

**WHEREAS**, said Agreement should be further amended by extending the period of service to May 14, 2015, so that the initial period of service is for a full two (2) years and by increasing the maximum indebtedness by \$500,000.00 to a new not-to-exceed total maximum

indebtedness of \$1,000,000.00, with all other provisions, terms, and conditions of the Agreement remaining unchanged; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

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

2. Prosser Hallock, Inc. has changed its name to Prosser, Inc. Accordingly, Prosser, Inc. shall take the place of Prosser Hallock, Inc. in said Agreement and all amendments thereto; Prosser, Inc. shall be responsible and liable for all the work, requirements, duties, and obligations of Prosser Hallock, Inc. pursuant to said Agreement and all amendments thereto; and, Prosser, Inc. shall be entitled to all rights of Prosser Hallock, Inc. pursuant to said Agreement and all amendments thereto.

3. Whenever the name Prosser Hallock, Inc. is used in said Agreement or amendments thereto, that name shall mean and include Prosser, Inc.

4. Section 1.02 of said Agreement is amended in part by extending the period of service to May 14, 2015, so that the initial period of service is for a full two (2) years, and as amended shall read as follows:

**“1.02 PERIOD OF SERVICE**

This Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect thereafter until May 14, 2015, or earlier termination as provided in Section 5.01 hereof. This Agreement may be renewed upon satisfactory performance of CONSULTANT in the sole discretion of

CITY for up to two (2) additional two (2) year periods upon provisions, terms, and conditions mutually acceptable to the parties.”

5. Section 3.06 of said Agreement is amended in part by increasing the maximum indebtedness by \$500,000.00 to a new not-to-exceed total maximum indebtedness of \$1,000,000.00, and as amended shall read as follows:

“3.06. This Agreement is a continuing contract. The City does not guarantee any work or any quantities to CONSULTANT under this Agreement; accordingly, the parties agree that CITY’s financial obligation under this Agreement is ZERO AND 00/100 DOLLARS (\$0.00). Financial obligations of the CITY, if any, and encumbrances of lawfully appropriated funds shall be created by subsequent purchase orders in variable amounts subject to a limit up to but not-to-exceed a maximum indebtedness of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00). Such purchase orders shall be binding upon the parties hereto. Such purchase order(s) shall be considered as ‘Notices to Proceed’ with work or delivery or provision of quantities under this Agreement. The Contractor shall not commence work or deliver or provide quantities under this Agreement unless and until it receives a written Notice to Proceed in the form of a purchase order.”

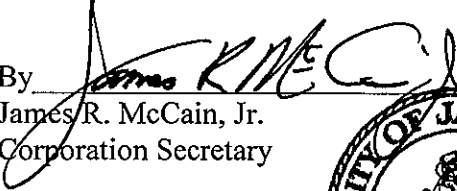
**SAVE AND EXCEPT** as expressly amended herein, the provisions, terms, and conditions of the Agreement shall remain unchanged and shall continue in full force and effect.

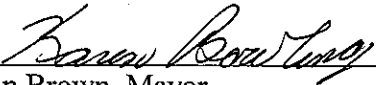
**[Remainder of page left blank intentionally. Signature page follows immediately.]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

**ATTEST:**

**CITY OF JACKSONVILLE**

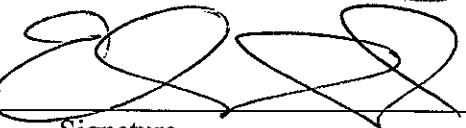
By   
James R. McCain, Jr.  
Corporation Secretary


By   
Alvin Brown, Mayor



**WITNESS:**

**PROSSER, INC.**

By   
Signature  
Elizabeth Silva  
Type/Print Name  
Administrative Assistant  
Title

By   
Signature  
Shawn Bliss  
Type / Print Name  
Vice President  
Title

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



**Encumbrance and funding information for internal City use:**

**Account . . . . . Various subsequently issued purchase orders**

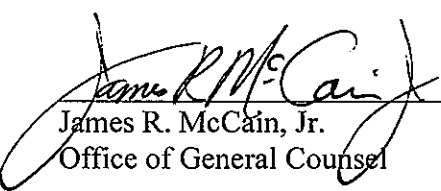
**Amount . . . . . \$1,000,000.00**

**This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Orders(s) is/are issued.**

In accordance with Section 24.103(e) of 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; *provided however*, this certification os not nor shall it be interpreted as an encumbrance of funding under the Contract. Actual encumbrance(s) shall be made by subsequent purchase orders as specified in said Contract.

  
\_\_\_\_\_  
Director of Finance  
City Contract #6576-23, Amd #1  


Approved as to form:

  
\_\_\_\_\_  
James R. McCain, Jr.  
Office of General Counsel