

**FIRST AMENDMENT TO AGREEMENT  
UTILIZING ST. JOHNS COUNTY CONTRACT # 13-MCC-RIN-4918  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
RING POWER CORPORATION  
FOR  
COUNTYWIDE GENERATOR MAINTENANCE AND REPAIR**

**THIS FIRST AMENDMENT** to Agreement is made and entered into in duplicate this 21<sup>st</sup> day of JANUARY, 2015, retroactive to December 15, 2014 (hereinafter 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 ACITY@), and RING POWER CORPORATION, a Florida profit corporation with its principal office at 500 World Commerce Parkway, St. Augustine, Florida 32092 (the AContractor@), for generator maintenance of multi-story buildings in the downtown core (the AProject@).

**RECITALS:**

**WHEREAS**, effective January 28, 2014, CITY and Contractor made and entered into City of Jacksonville Contract No. 9981 (hereinafter the "Agreement"); and

**WHEREAS**, from December 1, 2014, through December 15, 2014, the parties have worked together continuously and without interruption on the Project; and

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

**WHEREAS**, said Agreement should be amended by accepting, adopting, and ratifying all actions of the parties under said Agreement from December 1, 2014, to December 15, 2014, by exercising the first of four (4) one-year renewal options so as to extend the period of service from December 15, 2014, through December 1, 2015, with three (3) one (1) year renewal options remaining, and by increasing the maximum indebtedness by \$140,310.00 to a new total maximum indebtedness not-to-exceed \$192,130.00 for the period January 28, 2014, through September 30, 2015, with all other provisions, terms, and

conditions of said Agreement remaining unchanged; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

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

2. All actions of the parties under the provisions, terms, and conditions of said Agreement from December 1, 2014, to December 15, 2014, are accepted, adopted, and ratified.

3. Article 4 of said Agreement is amended in part by exercising the first of four (4) one-year renewal options so as to extend the period of service from December 15, 2014, through September 30, 2015, with three (3) one (1) year renewal options remaining, and as amended shall read as follows:

**“ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities:**

The term of this Agreement shall commence on January 28, 2014, and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until September 30, 2015, unless sooner terminated as provided in **Composite Exhibit 1**, with three (3) one (1) year renewal options. During said period of time, the Services provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase the same at the contract price provided herein.”

4. Section 5.2 of said Agreement is amended in part by increasing the maximum indebtedness by \$140,310.00 to a new total maximum indebtedness not-to-exceed \$192,130.00 for the period January 28, 2014, through September 30, 2015, and as amended shall read as follows:

“5.2. Notwithstanding any contrary provision in **Attachment A**, the maximum indebtedness of the CITY for all fees, reimbursable items, or other costs for the Services provided by Contractor pursuant to this Agreement shall not exceed the sum of ONE HUNDRED NINETY-TWO THOUSAND ONE HUNDRED THIRTY and 00/100 USD (\$192,130.00).”

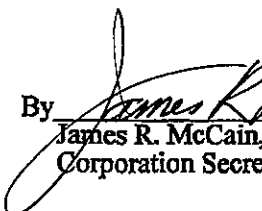
**SAVE AND EXCEPT** as expressly amended herein, the provisions, terms, and conditions of the Agreement shall remain unchanged and shall continue in full force and effect


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

Cleveland Ferguson III  
Deputy Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2015-01

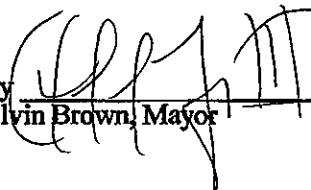
IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment in duplicate the day and year first above written.

ATTEST:


By   
James R. McCain,  
Corporation Secretary



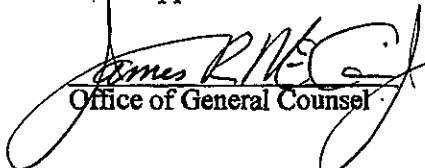
CITY OF JACKSONVILLE, FLORIDA

By   
Alvin Brown, Mayor

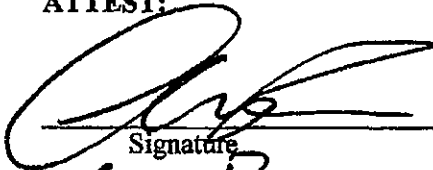
In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and that provision has been made for the payment of monies provided therein to be paid.

  
Director of Finance  
City Contract No. 9981, 1<sup>st</sup> Amendment  
*ps*

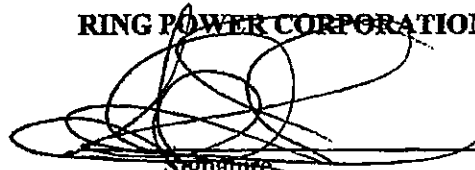
Form Approved:

  
Office of General Counsel

ATTEST:

  
Signature  
Chris Ross  
Type/Print Name  
Product Support Sales Rep  
Title

RING POWER CORPORATION

  
Signature  
Chris Ross  
Type/Print Name  
Product Support Sales Manager  
Title

CONTRACTOR