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FIRST AMENDMENT TO AGREEMENT
 (UTILIZING MARYLAND DEPARTMENT OF STATE POLICE CONTRACT # W00SO267399)
BETWEEN
THE CITY OF JACKSONVILLE
AND
FREQUENTIS USA, INC.
FOR PURCHASE OF 911 SYSTEM SOFTWARE AND HARDWARE

THIS FIRST AMENDMENT to Agreement is made and entered into in duplicate this 28TH day of Nov, 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 (hereinafter the "CITY"), and FREQUENTIS USA, INC., a corporation authorized to do business in Florida with principal office at 8661 Robert Fulton Drive, Suite 100, Columbia, Maryland 21046 (hereinafter the "Contractor"), for the purchase and provision of Frequentis Protect 911 System Call Processing, Hardware, Software, and Network Integration.

RECITALS:

WHEREAS, on December 31, 2012, CITY and Contractor made and entered into City of Jacksonville Contract No. 9805 (hereinafter the "Agreement"); and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended by adding and incorporating Modification 1 as new **Exhibit E** in order to delete the feature referred to as the Automatic Call Distribution (ACD) feature and to provide in turn the Call Routing Point feature to satisfy the requirements of said Agreement, by adding and incorporating new **Exhibit F** in order to establish maintenance periods for the equipment located at the Jacksonville Fire & Rescue Department ("JFRD") and the Jacksonville Sheriff's Office ("JSO"), and by providing an annual expenditure for JFRD in the amount of \$50,250.24 and an annual expenditure for JSO in the amount of \$75,375.36 for contract years two through five for a total estimated annual expenditure in the amount of \$125,625.60, thus increasing the maximum indebtedness by \$502,502.40 to a new cumulative maximum indebtedness of \$2,543,077.65 for the period December 31, 2012, through December 30, 2017, 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 the parties agree as follows:

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

2. Section 5.3 of said Agreement is amended by providing an annual expenditure for JFRD in the amount of \$50,250.24 and an annual expenditure for JSO in the amount of \$75,375.36 for contract years two through five for a total estimated annual expenditure in the amount of \$125,625.60, thus increasing the maximum indebtedness by \$502,502.40 to a new cumulative maximum indebtedness of \$2,543,077.65 for the period December 31, 2012, through December 30, 2017, and as amended shall read as follows:

“5.3. Notwithstanding any contrary provision in **Exhibit A**, the maximum indebtedness of the CITY for all fees, reimbursable items, or other costs for the System sold by Contractor pursuant to this Agreement shall not exceed the sum of TWO MILLION FIVE HUNDRED FORTY-THREE THOUSAND SEVENTY-SEVEN and 65/100 USD (\$2,543,077.65).”

3. Add and attach **Exhibit E** and **Exhibit F** to said Agreement and incorporate such exhibits therein.

SAVE AND EXCEPT as expressly amended in and by this First Amendment, the provisions, terms, and conditions of the Agreement of December 31, 2012, 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 executed this First Amendment the day and year first above written.

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

ATTEST:

CITY OF JACKSONVILLE

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



By Alvin Brown
Alvin Brown, Mayor

In compliance 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 provision has been made for the payment of the monies provided therein to be paid from the following account:

C. Ronald Bolton
Director of Finance
Contract #9805, Mod. #1
790

Form Approved:

James R. McCain Jr.
Office of General Counsel

ATTEST:

FREQUENTIS USA, INC.

By Vincent G. Campanella
Signature
VINCENT G. CAMPANELLA
Type/Print Name
VP ENGINEERING
Title

By Werner Koelbl
Signature
WERNER KOELBL
Type/Print Name
VP FINANCE & TREASURY
Title



FREQUA-01

COAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnson, Kendall & Johnson, Inc. 109 Pheasant Run Newtown, PA 18940	(215) 968-4741	CONTACT NAME: E Ann Collins	
		PHONE (A/C, No, Ext): 215/579-6407 FAX (A/C, No):	
		E-MAIL ADDRESS: acollins@jkj.com	
INSURED Frequentis USA Inc. Frequentis Defense, Inc. 8661 Robert Fulton Drive Suite 100 Columbia, MD 21046-	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: HDI-Gerling America Insurance Co		41343
	INSURER B: Allmerica Financial Benefit Insurance		41840
	INSURER C: Twin City Fire Insurance Company		29459
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		GLD10500-06	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
						GENERAL AGGREGATE \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		AWQ9410455-03	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$	
						\$	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$	
	DED	RETENTION \$				\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	39WECBP7527 MD	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Jacksonville
117 W Duval Street, Suite 480
Jacksonville, FL 32202-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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