

7420-10
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**FIRST AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
EISMAN & RUSSO, INC.
FOR
Professional Engineering Services for Debris Management Planning & Operation**

THIS FIRST AMENDMENT to Agreement is made and entered into in duplicate this 16 day of June, 2014, by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and EISMAN & RUSSO, INC. (hereinafter the "CONSULTANT"), a Florida profit corporation with principal office at 6455 Powers Avenue, Jacksonville, Florida 32217, for performing professional services for debris management planning and operation (hereinafter the "Project").

RECITALS:

WHEREAS, on June 28, 2011, CITY and CONSULTANT made and entered into City of Jacksonville Contract No. 7420-10 (hereinafter the "Agreement"); and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended by exercising the first of two three-year renewal options so as to extend the period of service to July 31, 2017, with one renewal option remaining, at mutually agreeable terms, with no increase in the maximum indebtedness, such indebtedness remaining a not-to-exceed amount of \$3,000,000.00, and with all other provisions, terms, and conditions of said agreement remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and for other good and valuable consideration admitted by the parties to be legally sufficient, the parties agree to amend said Agreement 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. Section 1.02.01 of said Agreement is amended in part by exercising the first of two three-year renewal options so as to extend the period of service to July 31, 2017, with one renewal option remaining, at mutually agreeable terms, and as amended shall read as follows:

“1.02.01. This Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect thereafter until July 31, 2017, or earlier termination as provided in Section 5.01 hereof. In the sole discretion of the City, this Agreement may be renewed for an additional three (3) year period upon mutually acceptable provisions, terms and conditions.”

3. The total maximum indebtedness shall remain a not-to-exceed amount of \$3,000,000.00.

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

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

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

ATTEST:

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



CITY OF JACKSONVILLE

By Karen Bowling
Alvin Brown, Mayor

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

EISMAN & RUSSO, INC.

ATTEST:

By Joseph Maxwell
Signature
Joseph Maxwell
Type/Print Name
Accounting Mgr.
Title

By Antonio Mahfoud
Signature
ANTONIO MAHFOD
Type / Print Name
PRESIDENT
Title

In compliance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do 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 the monies provided therein to be paid.

C. Ronald Belton
Director of Finance
Contract #7420-10; Amd #1
BT

Form Approved:

James R. McCain
Office of General Counsel