

AMENDMENT NO. 1 TO GENERAL SERVICES TERM CONTRACT

The City of Daytona Beach, a Florida municipal corporation (the "CITY") and CMG Pro Security, Inc., a Florida corporation ("CONTRACTOR"), hereby agree to amend General Services Term Contract No. 0117-3540 (the "Contract"), approved by CITY Resolution No. 17-35, as follows:

1. Section 1 of the Contract is amended to read as follows (*additions underlined; deletions ~~struck through~~*):

Section 1. Scope of Services. CONTRACTOR will provide security guard services to the CITY ~~from time to time at the request of the CITY~~ during the Term of this Contract. These services include event-related guard services, which the CITY may from time to time through the scheduling process set forth in Section 2, below. Exhibit A, attached hereto and incorporated herein by reference, provides a detailed description of the range of event-related security guard services that may be provided under this Contract, ~~and the CITY facilities where such services may be required.~~

In addition to these event-related security guard services, CONTRACTOR will provide a regular uniformed security guard at the Ralph Brennan/LPGA Water and Wastewater Treatment Plant, 3651 LPGA Boulevard, Daytona Beach, Monday through Friday from 6:30 a.m. through 4:00 p.m., excluding CITY holidays, throughout the Term of the Contract.

2. Section 2 to the Contract is amended to read as follows (*additions underlined; deletions ~~struck through~~*):

Section 2. Scheduling Event-Related Security Guard Services. ~~This Contract, in and of itself, does not require the CONTRACTOR to perform any services or obligate the CITY to pay for any services rendered.~~ CONTRACTOR will provide the event-related security guard services in accordance with the schedule issued by the CITY. The CITY will be issued to CONTRACTOR issue the schedule on a monthly basis, covering for the events of the next month. The schedule will include the number of events, the number of guards required per event, and the estimated duration of each event. The schedule may provide more detailed parameters for the service to be provided, such as deadlines, etc., consistent with the provisions of this Contract. Upon reasonable notice, the CITY may issue a revised schedule if event parameters change.

No claim for event-related security guard services furnished by the CONTRACTOR ~~not specifically provided for herein~~ will be honored by the CITY unless provided pursuant to the scheduling process above.


If CONTRACTOR is providing event-related security guard services ~~under an open schedule~~ at the time that this Contract expires or terminates for any reason other than CONTRACTOR's material breach, CONTRACTOR will continue to provide such services in accordance with the CITY-issued schedule unless and until the CITY provides CONTRACTOR a notice suspending or terminating such services. If CONTRACTOR is providing such services ~~under an open schedule~~ at the time that the CITY terminates this Contract due to CONTRACTOR's material breach, CONTRACTOR will immediately cease performing all such services unless the notice of termination specifically provides otherwise.


All other provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have set their hands and seals, effective on the date that the last party has signed below.

The CITY

CONTRACTOR

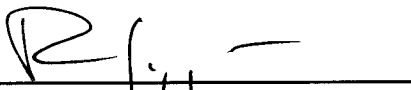
By: 
Derrick L. Henry, Mayor

By: 
Printed Name: Brian Bentley
Title: Director of Security
Date: 10/4/17

Attest: 
Letitia LaMagna, City Clerk

Date: 11-1-17

Approved as to Legal Form:

By: 
Robert Jagger, City Attorney