

ASSIGNMENT AND AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

The City of Daytona Beach (the "City") and Alpha-Omega Training and Compliance, Inc. ("Assignor"), as Parties to Professional Services Contract 0113-2250, and Salvation Safety, LLC ("Assignee"), hereby agree to this Assignment and Amendment of the Contract.

1. Acceptance of Assignment. Inasmuch as Assignor and Assignee are co-subidiaries of Alpha-Omega Endeavors, LLC (the "Parent Company"), and the Parent Company, Assignor, and Assignee all have the same corporate principals; and in consideration of Assignee's agreement to the contractual amendments set forth below, the City accepts the assignment of all of Assignor's remaining rights and responsibilities under the above-referenced Contract to Assignee. Hereinafter, all references in said Contract to "Consultant" shall be deemed to refer to Assignee.

2. Contract Amendments.

A. Revised Daily Fee. In consideration of the City's willingness to accept the assignment above, Assignee hereby agrees to reduce the Daily Fee referenced in Section 3 of the Contract, from \$1,492.00 to \$1,460.00.

B. Revised Public Records Requirements. In order to comply with Florida Public Records Law, Section 7 of the Contract is amended by amending Subsection (c) thereof to read as follows:

Section 7. Documents and Records.

[Subsections (a) and (b) are omitted and remain unchanged.]

(c) To the extent applicable, Consultant will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the City requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the City, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of the work, and following such completion if Consultant fails to transfer such records to the City.

(4) Upon completion of the work, keep and maintain public records required by the City to perform the service. Consultant will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the City upon request from the City Clerk, in a format that is compatible with the City's information technology systems.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, Consultant MUST CONTACT

THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone) 386 671-8023
(Email) clerk@codb.us
(Address) 301 S. Ridgewood Avenue
Daytona Beach, FL 32114

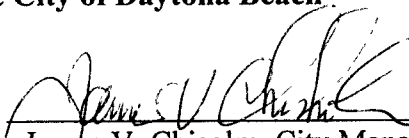
I. **REVISED CONTACT FOR NOTICE.** Assignee's point of contract for notice as referenced in Section 13 of the Contract will hereafter be:

Todd McDowell, President
Salvation Safety, LLC
518 S. Industry Road, Suite B
Cocoa, FL 32926

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

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


The City of Daytona Beach

By: 
James V. Chisolm, City Manager

Attest: 
Letitia LaMagna, City Clerk

Date: 9/8/17

Alpha-Omega Training and Compliance (Assignor)

By: 
Todd R. McDowell, President

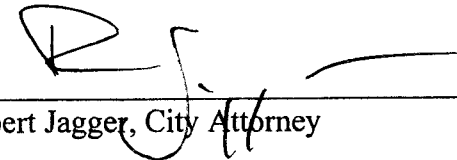
Date: 9/6/17

Salvation Safety, LLC (Assignee)

By: 
Todd McDowell, Manager

Date: 9/6/17

Approved as to legal form:

By: 
Robert Jagger, City Attorney

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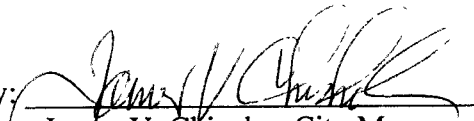
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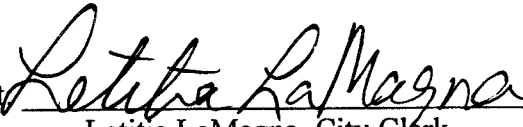
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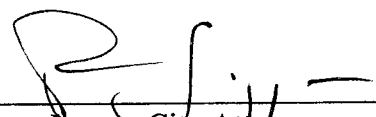
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