

**FIRST AMENDMENT TO
SERVICES CONTRACT
between
CITY OF JACKSONVILLE
AND
WORKFORCE INDUSTRIAL TRAINING, LLC
FOR
OPERATION BOOST**

This First Amendment to Services Contract (this “Amendment”) is made and entered into as of this ___ day of _____, 2021 (the “Effective Date”), by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the Constitution and laws of the State of Florida (the “City”), and **WORKFORCE INDUSTRIAL TRAINING, LLC**, a Florida limited liability company, with its principal offices located at 3988 Emilio Lane, Jacksonville, Florida 32226 (“Contractor”).

W I T N E S S E T H:

WHEREAS, the City and Contractor are parties to a Services Contract dated March 31, 2021 (City Contract #620473-21), pursuant to which Contractor has agreed to provide certain employability training, job placement assistance and wrap-around services for individuals who face barriers to employment (the “Contract”); and

WHEREAS, the City and Contractor have agreed to amend the terms of the Contract to increase by \$50,000 the amount of funds available for Contractor to provide the Services (as defined in the Contract); and

WHEREAS, pursuant to Ordinance 2021-____-E, the Jacksonville City Council appropriated such funds and approved and authorized the execution of this Amendment by the City;

NOW THEREFORE, in consideration of the mutual covenants contained in this Contract, the parties agree as follows:

1. Background Facts. The Recitals set forth above are true and correct and incorporated herein by this reference.

2. Capitalized Terms. Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the Agreement.

3. Amendment to Maximum Indebtedness. Section 3 of the Agreement shall be deleted in its entirety and replaced with the following provision:

3. Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, the City’s maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed **ONE**

HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00). All of the City's obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract.

4. Authority. Contractor represents and warrants to City that Contractor has full right and authority to execute and perform its obligations under this Amendment and the Agreement, and Contractor and the person(s) signing this Amendment on Contractor's behalf represent and warrant to City that such person(s) are duly authorized to execute this Amendment on Contractor's behalf without further consent or approval by anyone. Contractor shall deliver to City promptly upon request all documents reasonably requested by City to evidence such authority.

5. Ratification of the Agreement. The provisions of the Agreement as previously amended shall remain in full force and effect except as expressly provided in this Amendment.

6. Entire Agreement. This Amendment is the entire agreement of the parties regarding the modifications to the Agreement as provided herein, and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.

7. Counterpart Execution. This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement. The parties further agree that the electronic transmission of all signatures shall constitute and be evidence of an executed Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

WORKFORCE INDUSTRIAL TRAINING, LLC

WITNESS:

_____ By: _____
James B. Coleman, CEO

ATTEST: CITY OF JACKSONVILLE

By: _____ By: _____
James R. McCain, Jr. Lenny Curry
Corporation Secretary Mayor

Encumbrance and funding information for internal City use:
Account or PO Number:

Amount.....\$50,000.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

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; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance
City Contract Number: _____

Form approved:

Office of General Counsel

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