

**FIRST AMENDMENT OF AGREEMENT
FOR SERVICES**

THIS AGREEMENT is made as of the _____ day of _____, 2009, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **FRED FOX ENTERPRISES, INC.**, whose address is P.O. Box 1047, St. Augustine FL 32085, (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

THAT, on July 13, 2009, the City and Contractor entered into a Community Development Block (CDBG) Grant Administrator services agreement whereby the Contractor agreed to provide CDBG grant administration services on behalf of the City (hereinafter referred to as the "Agreement") as established by Resolution 8484 for the CDBG Project 09DB-4N-06-45-02-N11. **NOW**, the parties wish to include additional administrative contract clauses as required by the Florida Department of Community Affairs.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.** Include additional clauses as reflected by Attachment A.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Contractor other than as defined above.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for professional services.

CITY OF LEESBURG, FLORIDA

"FRED FOX ENTERPRISES, INC."

By: _____
Mayor

By: Fred Fox

Attest: _____
City Clerk

Its: PRESIDENT

Approved
As To Form: _____
City Attorney

Date: 9/17/09

Attachment A

Amendment #1 to Agreement for Grant Administration Services between the City of Leesburg and Fred Fox Enterprises for CDBG Grant #09DB-4N-06-45-02-N11

1. Termination (Cause and/or Convenience)
 - (a) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
 - (b) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
 - (c) If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.
 - o If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.
 - o For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.
 - (d) Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.
 - (e) Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
 - (f) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

2. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.

3. Access to Records

The local government, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

4. Retention of Records

The contractor shall retain all records relating to this contract for six years after the Department of Community Affairs has accepted the final closeout documents for the grant from the local governments and all other pending matters are closed.

5. Environmental Compliance

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C.1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

6. Energy Efficiency

The contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

7. Conflicts with Other Clauses

If this contract contains any clauses which conflict with the above clauses, then this contract will be governed by the clause(s) in this section of the contract.



**FRED FOX
ENTERPRISES, INC**

Providing Grant Writing and Administration Services

September 17, 2009

Mr. Terry Pollard
Purchasing Department
City of Leesburg
2010 Griffin Road
Leesburg, FL 34748

RE: City of Leesburg, CDBG #09DB-4N-06-45-02-N11
Neighborhood Revitalization project

Dear Mr. Pollard:

Enclosed please find two (2) signed "First Amendment of Agreement for Services" for the above referenced grant. Upon execution of the City, please forward one (1) copy to my office.

If you have any questions, please do not hesitate to contact me at (904) 810-5183.

Sincerely,

Fred D. Fox/mnf

Fred D .Fox
Grant Administrator

Enclosure