

FIRST AMENDMENT TO AGREEMENT FOR SERVICES
Between CITY OF PENSACOLA and
COMMUNITY MARITIME PARK ASSOCIATES, INC.

THIS FIRST AMENDMENT TO AGREEMENT FOR SERVICES (“Amendment”) is made and entered into this 16th day of March, 2015 by and between the Community Maritime Park Associates, Inc. (“CMPA”), a Florida Not-For-Profit, its successors and assigns, and the City of Pensacola (“CITY”), a municipal corporation of the State of Florida, collectively the Parties.

WHEREAS, the CITY and the CMPA entered into an Agreement for Services dated March 27, 2012 (“Original Agreement”) incorporated herein by this reference, whereby the CMPA engaged the CITY to perform certain services pursuant to the Original Agreement, pertaining to services presented in the CITY response to the CMPA Request for Proposals #2011-02 (“RFP 2011-12”), as submitted, on the Vince Whibbs, Sr. Community Maritime Park, located within Escambia County, Florida; and

WHEREAS, Article 5 of the Original Agreement provides the term of the Original Agreement may be extended by the Parties as approved by the CMPA Board of Trustees and the CITY, and the CMPA and the CITY now desire to extend the Original Agreement until March 27, 2018, as amended pursuant to the terms and conditions of this first Amendment to the Original Agreement; and

WHEREAS, Article 6 numbered paragraph 1 of the Original Agreement provides for payment by the CMPA to the CITY in an amount not to exceed \$248,945.40 for services set forth in the CITY of Pensacola Public Work Department’s response to RFP 2011-12 and the Parties now desire to change the payment to not exceed \$200,000.00, and further, that such services be performed by the CITY of Pensacola Neighborhood Services Department; and

WHEREAS, Article 6 numbered paragraph 2 of the Original Agreement provides for payment by the CMPA to the CITY of \$541,054.00 for services set forth in the CITY of Pensacola Neighborhood Services Department’s response to RFP 2011-12, provided such payment is not to exceed \$256,054.00 in any fiscal year, and the Parties now desire to change the payment to \$200,000, provided such payment is not to exceed \$100,000 in any fiscal year; and

WHEREAS, Article 6 numbered paragraph 3 of the Original Agreement provides that any profits realized by the CITY through the provisions of services in Article 6 numbered paragraph 2 shall be utilized in part to reduce the \$256,054.00 payment of numbered paragraph 2, and the Parties now desire that any such profits be utilized in part to reduce the \$100,000.00, pursuant to this first Amendment to the Original Agreement; and

WHEREAS, by these amendments to Article 6, the Parties intend to revise such payment amounts and not to exceed maximums provided in the Original Agreement pursuant to the responses to RFP 2011-12, provided however, the Parties further intend that the scope of services identified in the responses to RFP 2011-12 remain unchanged; and

WHEREAS, Article 6 of the Original Agreement provides the CITY shall invoice the CMPA on a reimbursable basis as provided in the Original Agreement, and the Parties now desire that such invoicing be further specified as provided in this first Amendment to the Original Agreement; and

WHEREAS, Article 12 of the Original Agreement provides the Original Agreement may not be amended except by an instrument in writing, executed by the parties of the Original Agreement; and

WHEREAS, the CITY and CMPA now desire to amend the Original Agreement upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by the CITY and CMPA that the Original Agreement shall be amended as follows:

Article 5 of the Original Agreement is amended in its entirety to read as follows:

ARTICLE 5 – TERM OF CONTRACT

The CITY shall provide the Management and Maintenance Services through March 27, 2018. The CMPA and the CITY may choose to extend this contract for additional terms as approved by the CMPA Board of Trustees and the City Council.

Article 6 of the Original Agreement is amended in its entirety to read as follows:

ARTICLE 6 –PAYMENTS TO CITY

The CMPA shall pay the CITY for services performed within 30 days of the invoice date. The CITY will invoice the CMPA on a reimbursable basis as work progresses. Invoices will, at a minimum, be numbered sequentially and specify the time period for charges, the work done, the amount requested for that invoice and a total amount paid to date for services. Payment shall be made as follows:

1. The CMPA shall pay the City an amount not to exceed \$200,000.00 for services as set forth in the City of Pensacola Neighborhood Services Department's response to Request for Proposals #2011-12, dated December 2, 2011.
2. The CMPA shall pay the City \$200,000.00 for services as set forth in the City of Pensacola Neighborhood Services Department's response to Request for Proposals #2011-12, dated December 2, 2011. This amount shall be reduced by revenues and, as described in the proposal, in no event

shall the CMPA be required to pay the CITY an amount to exceed \$100,000.00 in any given fiscal year.

3. Any and all profits realized through the provision of services as set forth in City of Pensacola Neighborhood Services Department's response to Request for Proposals #2011-12, dated December 2, 2011 shall be utilized as follows, in order, until exhausted:

a. Utilized to reduce the \$200,000.00 payment set forth in paragraph 2 above; and

b. Reinvested in the Capital Improvement or Maintenance Repair fund of the CMPA for future needs.

4. The CITY shall charge the CMPA actual costs, with no mark-up, for any third party contract entered into by the CITY for services under this contract as per Article 8, unless otherwise approved by the CMPA Board of Trustees. The CITY shall provide documentation on actual cost when invoicing the CMPA.

The remaining provisions of the Original Agreement shall remain in full force and effect.

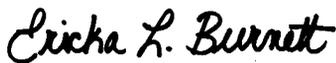
IN WITNESS WHEREOF, the parties hereto have executed this instrument of amendment on the date first written above.

CITY OF PENSACOLA



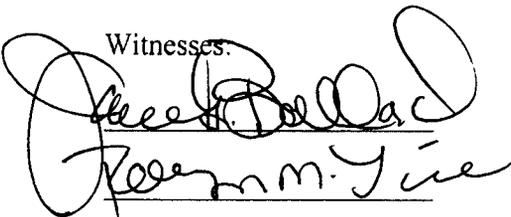
Ashton J. Hayward, III., Mayor

ATTEST:



CITY Clerk

Witnesses.



STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16 day of March, 2015 by Richard Barker, Sr., Interim City Administrator of the City of Pensacola, a municipality of the State of Florida, who is personally known to me and who () did () did not take an oath.



NOTARY PUBLIC

Betty A. Allen
Print: Betty A. ALLEN

COMMUNITY MARITIME PARK
ASSOCIATES, INC.

[Signature]
Chairman

ATTEST:

Secretary

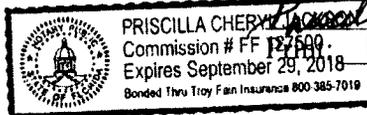
Witnesses:

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of February, 2015 by James J Reeves, Chairman of the COMMUNITY MARITIME PARK ASSOCIATES, INC., a Florida Not-For-Profit Corporation, who is personally known to me and who () did () did not take an oath.

NOTARY PUBLIC



Priscilla Cheryl Jackson