

MEMORANDUM

DATE: October 16, 2024

TO: ****ORIGINAL****
CITY CLERK

FROM: Michelle Fentress *MF*
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20210108-A#3
CONTRACT TITLE: Armored Car Services

VENDOR NAME: MidFlorida Armored & ATM Services, Inc.
VENDOR ADDRESS: 4314 W. Dr. Martin Luther King Jr. Blvd
CITY & STATE: Tampa, FL 33614

APPROVED BY COUNCIL: N/A

CONTRACT TERM: 12/01/2021 THROUGH 11/30/2023 (730) calendar days,
with three (3) additional one-year renewals.

AMENDMENT #1: This amendment is to add language to the scope of work.

COUNCIL APPROVAL: N/A

AMENDMENT #2: This amendment is to renew the contract for one year. There are two renewals remaining. **The expiration date is November 30, 2024.**

COUNCIL APPROVAL: N/A

AMENDMENT #3: This amendment is to renew the contract for one year. There is one renewal remaining. **The expiration date is November 30, 2025.**

Please see the attached for (1) original contract for your records



CONTRACT AMENDMENT

This Amendment #3 ("Amendment #3") for the Armored Car Services Contract #20210108 ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #3 is fully executed.

Contractor's Full Legal Name:	MidFlorida Armored & ATM Services, Inc.
Solicitation No./Event ID:	#20210108
Solicitation Title/Event Name:	Armored Car Services
Contract Award Date:	11/05/2021
Initial Contract Term:	12/01/2021 through 11/30/2023
Current Contract Expiration Date:	11/30/2024
Requested Contract Expiration Date:	11/30/2025
Initial Contract Amount:	\$325.00 per location / per month
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	N/A
New Contract Amount:	N/A
Amendment No.:	3
Amendment Type:	Renewal

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in the Contract are hereby incorporated and made a part of that Contract.

This Amendment #3 is to renew the Contract for one (1) additional year.

1. **CONTRACT RENEWAL.** This parties hereby agree that the Contract will be renewed for the additional period, as follows:

Beginning Date of Amendment #3 Term: December 1, 2024

End Date of Amendment #3 Term: November 30, 2025

- A. The parties agree that the Contract shall expire at midnight on the "End Date of Amendment #3 Term," unless the parties agree in a duly executed writing to extend it further.
2. **E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:
 1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under the Contract.
 2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
 3. The City shall terminate the Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
 4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 5. The City shall terminate the Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates the Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
 6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was

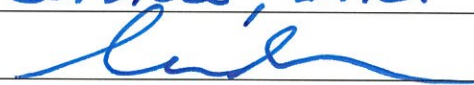
terminated. Such a cause of action must be filed in accordance with the Venue provision in Section XXI of the Contract.

3. **SUCCESSORS AND ASSIGNS.** This Amendment #3 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #3, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment #3 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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IN WITNESS WHEREOF, the parties have caused this Amendment #3 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	<i>MidFlorida Armored & ATM Services, Inc.</i>
Authorized Signature:	
Printed Name and Title of Person Signing:	<i>Danny Persaud CEO</i>
Date:	<i>10/16/2024</i>
Company Address:	<i>434 W. MLK Blvd. Tampa 33614</i>

THE CITY OF PORT ST. LUCIE

Authorized Signature:	<i>Caroline Sturgis</i>
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	October 16, 2024
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984