

FIRST AMENDMENT

This Amendment made and entered into this 12 day of December, 2022, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Dynamic Security Inc, Muscle Shoals, AL hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on February 23, 2021, pursuant to Pinellas County Contract No. 21-0077-B RO (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Security Guard Services for County; and

WHEREAS, Section 21 (Amendment) of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for a modification in Pinellas County location and hours and descopeing of locations decreasing the contract total not to exceed amount, at the same, terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Exhibit A Statement of Work, section Pinellas County Government Locations and Shift Hours, the Pinellas County Locations table on page 19 is hereby deleted in its entirety and replaced with the revised table below. The revised table denotes the de-scoped positions in red:

Pinellas County Government Locations and Shift Hours

	LOCATION	DESCRIPTION	WEEKDAY (M - F) HOURS	WEEKEND (SAT & SUM) & HOLIDAY HOURS	REQUIRED PERSONNEL	DAILY HOURS	WEEKLY HOURS
<b>PINELLAS COUNTY LOCATIONS</b>							
1	Clearwater Complex	8 Multi-story Bldgs.	12:00 AM - 8:00 AM		1	16	16
	315 Court St	5 Single Story Bldgs.	8:00 AM - 4:00 PM		0	8	0
	Clearwater, FL 33756	10 Parking Lots	4:00 PM - 12:00 AM		1	16	16
		Extensive Grounds		12:00 AM - 12:00 PM	0	12	0
	Larry Markunas			12:00 PM - 12:00 AM	0	12	0
	727-464-3916			7:30 AM - 7:30 PM	0	12	0
	<a href="mailto:lmarkuna@pinellascounty.org">lmarkuna@pinellascounty.org</a>			<b>TOTAL</b>	<b>2</b>	<b>76</b>	<b>32</b>
2	South County Service Center	1 Single Story Bldg.	5:00 PM - 9:30 PM		1	4.5	22.5
	1800 66th St N	1 Parking Lot					
	St. Petersburg, FL	Limited Grounds					
	Mitch Gryboski						
	727-582-7745						
	<a href="mailto:mgyboski@pinellascounty.org">mgyboski@pinellascounty.org</a>			<b>TOTAL</b>	<b>1</b>	<b>4.5</b>	<b>22.5</b>
3	St. Petersburg Complex	3 Multi-story Bldgs.	12:00 AM - 8:00 AM		1	8	40
	501 1st Ave N	5 Parking Lots	8:00 AM - 4:00 PM		0	8	0
	647 1st Ave N	Secured Parking	4:00 PM - 12:00 AM		1	8	40
	545 1st Ave N		6:00 AM - 2:00 PM		1	8	40
	St. Petersburg, FL		2:00 PM - 10:00 PM		1	8	40
			10:00 PM - 6:00 AM		1	8	40
				12:00 AM - 8:00 AM	1	8	16
				8:00 AM - 4:00 PM	1	8	16
				4:00 PM - 12:00 AM	1	8	16
				6:00 AM - 2:00 PM	1	8	16
				2:00 PM - 10:00 PM	1	8	16
			10:00 PM - 6:00 AM	1	8	16	
			<b>TOTAL</b>	<b>11</b>	<b>96</b>	<b>296</b>	
4	Keller Water Treatment Plant	Gate Duty	6:00 AM - 6:00 PM		1	12	60
	3655 Keller Circle	Evening Roving Patrol	6:00 PM - 6:00 AM		1	12	60
	Tarpon Springs, FL	Extensive Grounds					
				6:00 AM - 6:00 PM	0	12	0
				6:00 PM - 6:00 AM	0	12	0
	Royce Rarick						
	727-453-6992						
	<a href="mailto:rrarick@pinellascounty.org">rrarick@pinellascounty.org</a>			<b>TOTAL</b>	<b>2</b>	<b>48</b>	<b>120</b>

2. Section 5 Compensation and Method of Payment, subsection B, is deleted in its entirety and replaced with the following language to reflect a decrease in the amount of \$1,043,784.56 to the contract expenditure:

B. The County agrees to pay the Contractor the total not-to-exceed sum of \$3,698,383.74, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

The City of St. Petersburg is a cooperative participant of this Tampa Bay Area Purchasing Cooperative contract. The Cooperative participant is responsible for the issuance of their own award and funding in the not-to-exceed sum of \$2,688,396.45 for the sixty-month term. Services shall be completed and accepted for the Cooperative locations as provided in Exhibit A herein, payable on a fixed-fee basis for the deliverables as set out in Exhibit C.

The combined County and Cooperative not-to-exceed expenditure for the sixty-month term is \$6,386,780.19 which includes \$25,000.00 per Agency for unspecified services for the term of the contract.

Prices shall be held firm for the first thirty-six (36) months of the contract. One (1) price adjustment will be allowed for the remaining twenty-four (24) months in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All

items, Base Period: 1982-84=100 or 3%, whichever is less. It is the vendor's responsibility to request any pricing under this provision.

- 3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day and year first written above.

CONTRACTOR: Dynamic Security, Inc.

PINELLAS COUNTY, FLORIDA  
by and through its Board of County  
Commissioners

Janet C. Lang  
Chair

Gaulstington

Authorized Signature



Gail Arrington  
Printed Authorized Signature

Attest:  
Ken Burke

CFO  
Title Authorized Signature

Dellyn Lewis  
Deputy Clerk

**APPROVED AS TO FORM**

By: Amanda S. Coffey  
Office of the County Attorney