



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

AMENDMENT NO. 2 TO
SOLICITATION NO. 2013-22
TRANSPORTATION SERVICES TO OPERATE TROLLEY ROUTES
AGREEMENT

UNIQUE TRANSPORTATION & TOURS LLC

CITY OF DELRAY BEACH
AMENDMENT NO. 2 TO
TRANSPORTATION SERVICES TO OPERATE TROLLEY ROUTES AGREEMENT

THIS AMENDMENT NO. 2 to the Transportation Services To Operate Trolley Routes Agreement dated June 11, 2013, by and between City of Delray Beach, a municipal corporation of the State of Florida (City), and Unique Transportation & Tours LLC (Contractor), is entered into this ____ day of _____, 2017.

WITNESSETH:

WHEREAS, on June 11, 2013, City entered into a three year agreement with Contractor for transportation services to operate trolley routes (Agreement); and

WHEREAS, the Agreement provided for two additional one-year renewal options, subject to mutual acceptance by City and Contractor; and

WHEREAS, on February 25, 2014, Amendment No. 1 was executed to add the provision of weekly cleaning services for the exterior of the trolleys and semi-annual complete detailing service of the trolleys to the Agreement; and

WHEREAS, on February 13, 2016, City staff and Contractor mutually agreed to exercise the first one-year renewal option; and

WHEREAS, on July 5, 2016, City Commission retroactively approved the renewal of the Agreement through June 10, 2017 for an amount not-to-exceed \$400,000; and

WHEREAS, City would like to exercise the second one-year renewal option to renew the Agreement through June 10, 2018 for an annual amount not-to-exceed \$400,000; and

WHEREAS, Contractor agrees to continue to provide services to City in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Amendment No. 2 renews the Agreement, under the same terms and conditions, for the period of June 11, 2017 through June 10, 2018 for an annual not-to-exceed amount of \$400,000.

3. The following Public Records provision is hereby added and incorporated into the Agreement.

12. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

- a. Contractor shall comply with public records laws, specifically to:
- i. Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
 - v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

4. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement, Amendment No. 1, and this Amendment No. 2 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Contractor hereto have set their hands and corporate seals on this _____ day of _____, 2017.

ATTEST:

CITY OF DELRAY BEACH

City Clerk

BY:
Cary D. Glickstein, Mayor

Approved as to form for legal sufficiency:

R. Max Lohman, City Attorney

CONTRACTOR

By:

(SEAL)

Printed Name

Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Notary Public – State of Florida