

**AMENDMENT NO. 1 TO THE STANDARD FORM OF AGREEMENT FOR
TRANSPORTATION SERVICES TO OPERATE TROLLEY ROUTES**

THIS AMENDMENT NO. 1 to the Standard Form of Agreement Between City and Vendor for Transportation Services to Operate Trolley Routes Within the City of Delray Beach City Limits dated July 11, 2013 is entered into by and between the **CITY OF DELRAY BEACH, FLORIDA** ("City") and **UNIQUE TRANSPORTATION & TOURS, LLC**. ("Vendor") on this 25th day of February, 2014.

WITNESSETH:

WHEREAS, the parties desire to amend and modify the Agreement entered into on July 11, 2013 in order to provide for weekly cleaning services for the exterior of the trolleys and for semi-annual complete detailing service of the trolleys; and

WHEREAS, the parties agree that additional cleaning to the exterior of the trolley will enhance the image of and extend the longevity of the trolleys.

WHEREAS, the parties desire to amend the Agreement to comport with the recent changes in state law pertaining to public records and to reference the Palm Beach County Inspector General's authority to review contracts.

NOW, THEREFORE, in consideration of the mutual covenants, stipulations and agreements herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. The parties desire to amend Section 4.7.3 "Cleaning:" of the agreement as follows:

4.7.3 Cleaning:

All City owned trolleys shall have had a minimum of daily cleaning when dispatched for service. Refuse, newspaper and other recyclable material remaining on board shall be removed by the driver at the end of each trip, (Tri Rail Station and Beach). Items become property of the **VENDOR** if not claimed within 30 days. However, items of specific interest to the **CITY** and other authorities shall be retained at these entities' request. The **VENDOR** shall make best efforts to conform to the **CITY'S** Lost and Found Policy. All personal property found by drivers shall be reported to the project manager.

A. Weekly cleaning

At least once weekly, all city owned vehicles used to provide trolley service under this Agreement must receive a detailed cleaning. Weekly cleaning is to be provided by the **VENDOR**, and at a minimum, must include the following:

1. Interior and exterior windows cleaned
2. Mopping of non-carpeted floors with clean water and appropriate cleaning solution
3. Wiping down of non-upholstered seats, trim, and driver's area with clean water and appropriate cleaning solution
4. Wiping down of all hand rails with clean water and appropriate cleaning solution
5. Washing of the exterior of the trolley with clean water and appropriate cleaning solution
6. Wiping down of door and wheel molding, wheel rubber, tires and rims with clean water and appropriate cleaning solution

7. All cleaning shall be in accordance with OEM (Original Equipment Manufacturer's) recommendations.

Exterior washing will be scheduled to fit transit schedule causing no interruption in service, and be performed weather permitting. The VENDOR supervisor will monitor the work and ensure that the vehicles are driven to the car wash area. VENDOR will charge the City sixty five dollars (\$65.00) per vehicle for the exterior cleaning service.

B. Complete detail cleaning

At least once every six (6) months, or as needed, all City owned vehicles used to provide trolley service under this Agreement must undergo a complete detailed cleaning. Detailing is to be provided by the VENDOR, and, at a minimum, must include the following:

1. All services listed in the weekly cleaning, section A above
2. Waxing of exterior surfaces, including removal with a microfiber towel
3. Deep cleaning of tire surface areas and rims
4. Applying tire shine on rubber areas of tire surface and door molding
5. Applying wood cleaner and conditioner on seat surfaces and all other interior wooden surfaces
6. Extensive cleaning of driver area/dashboard surfaces, gauges, etc.
7. Applying brass cleaner and polish by hand to appropriate areas

Complete detail cleaning will be assigned to fit the transit schedule causing no interruption of service, and be performed weather permitting. The VENDOR's supervisor will monitor the work and ensure that the vehicles are delivered to and

from the car wash area. VENDOR will charge the City one hundred twenty dollars (\$120.00) per vehicle for the complete detailing service.

3. The parties desire to amend the agreement to add Paragraph 4.23 "Inspector General" and Paragraph 4.24 "Public Records" to comport with recent changes to county and state law:

4.23. Inspector General.

Vendor 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 Vendor and its subcontractors and lower tier subcontractors. Vendor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Vendor or its subcontractor or 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.

4.24. Public Records

Vendor shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Vendor agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City.
- b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not

exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Vendor at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment t being made to the Vendor.

e) If Vendor 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.

4. All other terms and conditions of the Agreement dated July 11, 2013, not in conflict with this Amendment shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

ATTEST:

City Clerk

CITY OF DELRAY BEACH, FLORIDA

By:

Mayor, CARY D. GLICKSTEIN

Approved as to Legal Form
and Sufficiency:

Interim Janell Ryle
City Attorney 2/25/14

WITNESSES:

Tori Rychlock
Print Name: Tori Rychlock
[Signature]
Print Name: FITZROY CAMPBELL

UNIQUE TRANSPORTATION &
TOURS, LLC.

By: [Signature]
Print Name: Darcy Perez
Title: Managing Mgr.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5th day of FEB, 2014, by Darcy Perez (name of officer or agent, title of officer or agent) of UNIQUE TRANS. & TOURS (name of corporation acknowledging), a FLORIDA (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 and did (did not) take an oath.

[Signature]
Signature of Notary Public - State
of Florida

