



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

**AMENDMENT NO. 1 TO VOLUNTEER VEHICLE LEASE
POLICE DEPARTMENT**

THE BANCORP BANK DBA MEARS MOTOR LEASING

CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO
Volunteer Vehicle Lease Police Department

THIS AMENDMENT NO. 1 to the Volunteer Vehicle Lease Police Department Agreement dated November 12, 2014 (Agreement), by and between City of Delray Beach, a municipal corporation of the State of Florida (City), and The Bancorp Bank dba Mears Motor Leasing (Contractor), a Florida corporation, is entered into this ____ day of ____, 2017.

WITNESSETH:

WHEREAS, on November 12, 2014, the City Commission awarded a three year agreement with Contractor for the Volunteer Vehicle Lease for the Police Department through November 11, 2017; and

WHEREAS, Contractor agrees to extend the Volunteer Vehicle Lease Police Department Agreement through March 12, 2018; and

WHEREAS, the City determines that it is in the best interest of the City to approve Amendment No. 1 to extend the Agreement until March 12, 2018.

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. 1 extends the Agreement, under the same terms and conditions, for the period of November 12, 2017 through March 12, 2018.
3. Paragraph 11 of the Agreement is hereby amended as follows:

11. 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.
4. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed.

[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

Katerri Johnson, City Clerk

BY:

Cary D. Glickstein, Mayor

Approved as to form for legal sufficiency:

R. Max Lohman, City Attorney

CONTRACTOR

By:

Daniel Cruz

Printed Name

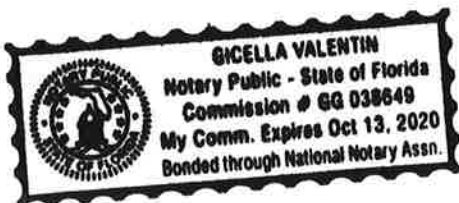
AVP Account Executive

Title

(SEAL)

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 24 day of October, 2017, by Daniel Cruz, as AVP (name of officer or agent, title of officer or agent), of BANCORP BANK (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 Florida Driver License (type of identification) as identification



[Signature]
Notary Public – State of Florida