



CITY OF DELRAY BEACH  
100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

AMENDMENT NO. 1 TO  
SOLICITATION NO. 2015-10  
BUS RENTAL AND DRIVER SERVICES

ACADEMY BUS, LLC

CITY OF DELRAY BEACH  
AMENDMENT NO. 1 TO  
BUS RENTAL AND DRIVER SERVICES

THIS AMENDMENT NO. 2 to Bus Rental and Driver Services dated February 3, 2015, by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and Academy Bus, LLC (hereinafter referred to as Contractor), a Florida corporation, is entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_.

WITNESSETH:

**WHEREAS**, on February 3, 2015 the City entered into a two-year agreement with Contractor for bus rental and driver service (hereinafter referred to as the "Agreement"); and

**WHEREAS**, the Agreement provides for amending the Schedule of Pricing as set forth .

**WHEREAS**, Contractor agrees to amending Schedule of Pricing.

**WHEREAS**, the term of the Agreement expired on February 2, 2017. However, Contractor has continued to provide services in accordance with the terms and conditions of the Agreement; and

**WHEREAS**, the City desires to continue to procure these services from Contractor and exercise the second one-year option to renew the Agreement through February 2, 2019; and

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

**WHEREAS**, the City determines that it is in the best interest of the City to retroactively approve Amendment No. 1 to renew the Agreement through February 2, 2019.

**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 retroactively extends the Agreement, under the same terms and conditions, for the period of February 3, 2017 through February 2, 2019 for an not-to-exceed amount of Forty-Six Thousand, U.S. Dollars (\$46,000.)
3. The following Public Records provision is hereby added in its entirety to the Agreement:

**18. 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. 1<sup>ST</sup> 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.
- 5.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

R. Max Lohman, City Attorney

CONTRACTOR

By: Anna Linley

Anna Linley

Printed Name

General Manager

Title

(SEAL)

STATE OF FLORIDA  
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2018, by Anna M Linley, as General Manager (name of officer or agent, title of officer or agent), of Academy Bus LLC (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 FL Driver's License (type of identification) as identification.

Notary Public – State of Florida

