



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

AMENDMENT NO. 2 TO
AGREEMENT NO. 2015-54
LEASED VEHICLES POLICE DEPARTMENT

DELRAY AUTO MALL

CITY OF DELRAY BEACH
AMENDMENT NO. 2 TO
LEASED VEHICLES POLICE DEPARTMENT

THIS AMENDMENT NO. 2 to the Leased Vehicles Police Department Agreement dated September 15, 2015 (Agreement), by and between City of Delray Beach, a municipal corporation of the State of Florida (City), and Delray Auto Mall of Florida (Contractor), a Florida corporation, is entered this ____ day of _____, 2019.

WITNESSETH:

WHEREAS, on September 15, 2015, the City Commission awarded a three-year agreement to Contractor for undercover rental vehicles, with the option to renew for two additional one-year periods; and

WHEREAS, on March 8, 2018, the City exercised its first option to renew the Agreement for an additional year; and

WHEREAS, the current term of the Agreement expires on September 14, 2019; and

WHEREAS, 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 products and services from Contractor and exercise the second one-year option to renew the Agreement through September 14, 2020; 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 approve Amendment No. 2 to renew the Agreement through September 14, 2020.

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 extends the Bid Award/Agreement, under the same terms and conditions, for the period of September 15, 2019, through September 14, 2020, for an annual not-to-exceed amount of Sixty-Five Thousand U.S. Dollars (\$65,000).
3. The following Public Records provision is hereby added in its entirety to the Agreement:

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. 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.
5. 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 _____, 2019.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

Neal de Jesus, Interim City Manager

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

CONTRACTOR

By: _____

Printed Name _____

Title _____

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10 day of May, 2019, by Franz Mendez as Owner (name of officer or agent, title of officer or agent), of Delray Auto Mall (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced FLD (type of identification) as identification



Notary Public - State of Florida