

**SECOND AMENDMENT TO CONTRACT
FOR
FLEET MAINTENANCE & MANAGEMENT SERVICES
AND CENTRAL WAREHOUSE**

This Amendment to Contract ("Amendment") is entered into on this **12th day of September, 2019** by and between the City of Fort Lauderdale (hereinafter "City") and **First Vehicle Services, Inc., a Delaware corporation authorized to transact business in the State of Florida** (hereinafter "Contractor"), individually referred to herein as "Party" and jointly referred to as "Parties" for the purpose of amending the **CONTRACT FOR FLEET MAINTENANCE & MANAGEMENT SERVICES AND CENTRAL WAREHOUSE, RFP No. 555-11442** (hereinafter "Contract"), dated **April 21, 2015**.

WHEREAS, a contract for fleet maintenance & management services and central warehouse was awarded in the amount of \$16,675,000; and

WHEREAS, due to a significant increase in the overall fleet size effective September 1, 2016, the City estimated that additional services of the Contract would be required in the annual amount of \$188,838; and

WHEREAS, by virtue of authorized Consumer Price Index cost adjustments and the City's Procurement Services Division's administrative approval of contract increase within 10% of contract value and 18-week contract extension, the current contract value is now \$33,272,199.30; and

WHEREAS, an additional contract increase in the amount of \$2,000,000 is required for Contractor to provide services for the remainder of the contract term ending September 30, 2020; and

WHEREAS, the Parties desire to annually compare the fleet composition to the previous calendar year rather than the fleet composition at the time the RFP was issued; and

WHEREAS, the Parties desire to amend the Contract by this writing to reflect the amended or additional terms and conditions to which the Parties have mutually agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth herein, the Parties agree as follows:

1. The Contract is hereby amended to increase the contract amount by \$2,000,000.
2. The Contract is hereby amended to annually compare the fleet composition to the previous calendar year rather than the fleet composition at the time the RFP was issued.
3. In the event of an explicit conflict between this Second Amendment to Contract, the terms and conditions of this Second Amendment shall take precedence in the interpretation of the explicit matter in question.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By: Christopher J. Lagerbloom, ICMA-CM
City Manager

(CORPORATE SEAL)

Approved as to form:

Assistant City Attorney

ATTEST:

Michael L. Petrucci, Secretary

FIRST VEHICLE SERVICES, INC.

Bradley Thomas, President

(CORPORATE SEAL)

STATE OF Ohio :
COUNTY OF Hamilton :

The foregoing instrument was acknowledged before me this 9 day of Sep 2019, by **Bradley Thomas as President of First Vehicle Services, Inc., a Delaware corporation authorized to transact business in the State of Florida.**

He is ☒ personally known to me or has produced _____ as identification and did not (did) take an oath.

(SEAL)

Notary Public, State of Florida Ohio
(Signature of Notary taking
Acknowledgment)

Channelle Johnson

Name of Notary Typed, Printed
Or Stamped

My Commission Expires:

Commission Number



Channelle Johnson
Notary Public, State of Ohio
My Commission Expires 06-30-2020

[Faint handwritten signature]



[Faint handwritten signature]



Channelle Johnson

Channelle Johnson
Notary Public, State of Ohio
My Commission Expires 08-30-2020



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FOR
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By: Christopher J. Lagerbloom, ICMA-CM
City Manager

(CORPORATE SEAL)

Approved as to form:


Assistant City Attorney

ATTEST:


Michael L. Petrucci, Secretary

FIRST VEHICLE SERVICES, INC.


Bradley Thomas, President

(CORPORATE SEAL)

STATE OF Ohio :
COUNTY OF Hamilton :

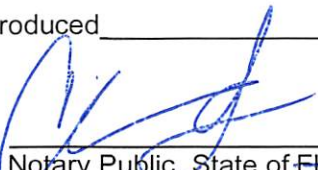
The foregoing instrument was acknowledged before me this 9 day of Sept 2019, by **Bradley Thomas as President of First Vehicle Services, Inc., a Delaware corporation authorized to transact business in the State of Florida.**

He is X personally known to me or has produced _____ as identification and did not (did) take an oath.

(SEAL)



Channelle Johnson
Notary Public, State of Ohio
My Commission Expires 06-30-2020


Notary Public, State of Florida Ohio
(Signature of Notary taking
Acknowledgment)
Channelle Johnson

Name of Notary Typed, Printed
Or Stamped

My Commission Expires:

Commission Number

Channelle Johnson

Channelle Johnson
Notary Public, State of Ohio
My Commission Expires 08-30-2020





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2 L
9/16/19

Today's Date: 9/12/19

DOCUMENT TITLE: 2nd Amendment to Contract for Fleet Maintenance & Management Services and Central Warehouse with First Vehicle Services Inc.

COMM. MTG. DATE: 9/3/19 CAM #: 19-0594 ITEM #: CP-2 CAM attached: ☒ YES ☐ NO

Routing Origin: _____ Router Name/Ext: G/Lynis Action Summary attached: ☐ YES ☒ NO

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? ☐ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☐ YES ☐ NO Approved as to Form: ☐ YES ☐ NO

Date to CCO: _____
Attorney's Name: RMH Initials: [Signature]

2) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/x5013 Date: 9/13/19

3) City Manager's Office: CMO LOG #: Sep. 25 Document received from: CCO
Assigned to: CHRIS LAGERBLOOM ☒ ROBERT HERNANDEZ ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: R. HERNANDEZ _____ (Initial/Date) R. KERR _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to ☐ Mayor ☒ CCO Date: 9/16/19

4) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Forward _____ originals to CAO for FINAL APPROVAL Date: _____

6) CAO forwards _____ originals to CCO

7) City Clerk: Scan original and forwards _____ originals to: Linda Blanco (Name/Dept/Ext)

Attach _____ certified Reso # _____ ☐ YES ☐ NO

Original Route form to CAO/Dept.
Time Matter 19-1145