AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND ENTERPRISE LEASING COMPANY OF FLORIDA, LLC

THIS AMENDMENT to Agreement dated this 8th day of August, 2019, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

ENTERPRISE LEASING COMPANY OF FLORIDA, LLC
a limited liability company
5105 Johnson Road
Coconut Creek, Florida 33073
(hereinafter referred to as "ENTERPRISE")

WHEREAS, on July 19, 2017, CITY entered into an Agreement with ENTERPRISE for undercover vehicle rental services for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, the current Agreement expires on August 31, 2019 with the option to renew for two (2) additional two (2) year periods under the same terms and conditions; and

WHEREAS, both parties concur with amending the Agreement to extend the term of the Agreement through August 31, 2021.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. TERM

The term of this Agreement shall be extended through August 31, 2021.

SECTION 3. Section 2, Records and Audit, should be amended to read as follows:

IF ENTERPRISE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENTERPRISE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CITY CLERK, ~~9551~~ 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, DTHOMAS@CORALSPRINGS.ORG, TELEPHONE NUMBER (954) 344-1067.

SECTION 4. Section 6, Notices, shall be amended to read as follows:

6.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: ~~Angelo Salomone, Purchasing Administrator~~
Lluis Gorgoy, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1102 Fax: 954-344-1186
Email: lgorgoy@coralsprings.org

SECTION 5. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY if the CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, the CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 6. **RENTAL RATES**

Enterprise agrees that there will be no increase in the Base Rental Charges (Rate Set A) for all classes of vehicles quoted in the Preferred Rate Agreement, attached hereto and incorporated herein as Exhibit "A." In addition, Base Rental Charges with Damage Waiver (Rate Set B) and Base Rental Charges for Commercial Vehicles (Rate Set C) are included in the Preferred Rate Agreement for agencies included in this Contract to use if they choose. CITY will have a choice in selection of rates. Rate Set A refers to the current Co-op rates and will not have any damage waiver included. Rate Set B will have the damage waiver included in the rate structure. If CITY desires to use Rate Set B, a written letter must be sent to Enterprise by August 30th stating its desire to use said rate. The default rate structure for each participating city is Rate Set A.

SECTION 7. Participating Agencies included in this Amendment are listed in Exhibit "B," attached hereto and incorporated herein.

SECTION 8. In all other respects, the terms and conditions of the Agreement not specifically amended herein remain in full force and effect. In the event of any conflict, this Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

SECTION 9. This Amendment shall be effective upon approval of the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS AND ENTERPRISE LEASING COMPANY OF FLORIDA, LLC hereto have executed this Amendment the day and year first above written.

ATTEST:

DEBRA THOMAS, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

NICHOLAS A. NOTO, Assistant City Attorney

ENTERPRISE LEASING COMPANY OF FLORIDA, LLC

By: _____
Title: VP of Rental
Print Name: Jason Nissan

State of Florida
County of Broward

On this, the 29 day of July, 2019, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Jason Nissan (name) VP of Daily Rental (title) of Enterprise Leasing Co of Fla, LLC. (corporation), a Florida (state) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

MICHELLE R BOY
Notary Public - State of Florida
Commission # GG 182917
My Comm. Expires Feb 19, 2022
Bonded through National Notary Assn.

Michelle R. Boy
Notary Public, State of Florida

Michelle R. Boy
Printed, typed or stamped name of Notary Public exactly as commissioned

~~Personally known~~ to me, or
Produced identification:

_____
(type of identification produced)

Doc. 133652