



**CITY OF
TALLAHASSEE**

**AMENDMENT 1 TO AGREEMENT NO. 5181
CONTRACT FOR NEW MUNICIPAL VEHICLES, CARS
VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS**

THIS AMENDMENT is made this 2/11/2025, between the **CITY OF TALLAHASSEE**, a Florida municipal corporation (the "City"), and **TALLAHASSEE CH, LLC**, a foreign limited liability company d/b/a **Dale Earnhardt Jr., Chevrolet**, (the "Vendor"). The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the Parties entered into Agreement No. 5181 ("Agreement") dated January 17, 2022, for the purchase of New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks, under RFP No. 096-21-KM; and,

WHEREAS, the Parties desire to amend the Agreement to address changes to Section 3, Purchases Made by Other Public Agencies, and to extend the Agreement term pursuant to Section 7, Term.

NOW, THEREFORE, in consideration of the following mutual covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. **Section 3. PURCHASES MADE BY OTHER PUBLIC AGENCIES**, is hereby deleted, and replaced with the following:
 - A. With the consent and agreement of the Vendor and the City, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Potential purchaser(s) **MUST** submit their request for utilization to Fleet Contract Manager, Kathy Crum via email at kathy.crum@talgov.com prior

to purchasing under this Agreement. These purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of \$200.00 per vehicle sold. The Vendor shall be responsible for reporting, collecting, and remitting the administrative fee(s) to the City for purchase(s) made by other local, state, or national governmental agencies, political subdivisions, or other public entities pursuant to this Agreement. Should any such purchases be made, the Vendor is responsible for submitting a quarterly report identifying all sales made during the applicable quarter via email to the Fleet Financial Team at fleetadmin@talgov.com, with a copy to Fleet Contract Manager, Kathy Crum at kathy.crum@talgov.com. The subject line of the email should reference: **Reporting Administrative Fees - Agreement No. 5181.**

(2) The Vendor shall remit all administrative fees to the City at the end of the quarter in which payment is received from the purchaser. An email identifying the amount(s) and check number(s) **MUST** also be submitted to the Fleet Financial Team, with a copy to Fleet Contract Manager, Kathy Crum prior to mailing. For questions or requests for Agreement Documents, please contact Kathy Crum at (850) 891-5229.

(3) Administrative fee payments shall be made by check with **Payment Administrative Fees - Agreement No. 5181** *referenced* on the check. Administrative fees should be mailed to the following address:

Fleet Management Administration
Attn: Fleet Financial Team
400 Dupree Street
Tallahassee, FL 32304


B. This Agreement in no way restricts or interferes with the right of any local, state, or national governmental agency or political subdivision or other public entity to independently address any or all these terms as required by law or to supplement the Agreement if a specific term is not addressed herein.

2. **Section 7.B. Extension Term**, is hereby deleted, and replaced with the following:

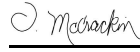
- B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for an additional two (2) years (the "Extension").
3. The term of the Agreement is hereby extended for two (2) additional years through January 16, 2027, unless earlier terminated in accordance with the original terms of the Agreement. This is the final extension permitted under this Agreement.
 4. Except as specifically amended hereby, the terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date set forth in the introductory clause.

TALLAHASSEE CH, LLC
By: TALLAHASSEE HOLDINGS, LLC
IT'S MANAGING MEMBER

By:  _____
Name: Jason Goss
Title: Executive General Manager

CITY OF TALLAHASSEE

By:  _____
Veronica McCrackin, Procurement Manager

Attest:

By:  _____
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By:  _____
Breanna Green, Assistant City Attorney



**CITY OF
TALLAHASSEE**

Legal Routing Memo

Date: 1/7/2025

To: City Attorney's Office

From: Fleet

Subject: Legal Review of

- CONTRACT NO. 5181
 - AMENDMENT NO. 1
 - MEMORANDUM OF UNDERSTANDING OR AGREEMENT
 - OTHER
-

This document relates to solicitation RFP-096-21-KM Municipal Vehicles, Cars Vans, Sport Utility Vehicles, And Light Trucks

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature: Keith Milton

Department Signature: Kathy Crum

TO BE COMPLETED BY LEGAL

Legal review completed on: 1/9/2025

Legal review performed by: Breanna Green

Approved for execution: yes no