

AMENDMENT NO. 1 TO WRECKER SERVICE AGREEMENT

The City of Daytona Beach, a Florida municipal corporation (the "CITY") and Daytona Wrecker Service., a Florida corporation ("CONTRACTOR"), hereby agree to amend Wrecker Services Contract (the "Contract"), approved by CITY Resolution No. 09-67, as follows:

1. Section 20, "Records, Books and Payment" is amended to add the following as paragraph C:

C. Public Records.

(a) To the extent applicable, CONSULTANT will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONSULTANT fails to transfer such records to the CITY.

(4) Upon completion of the work required by a specific purchase order, keep and maintain public records required by the CITY to perform the service. CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the CITY upon request from the CITY Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONSULTANT's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

2. Exhibit B is replaced in its entirety with Exhibit B.1, attached.

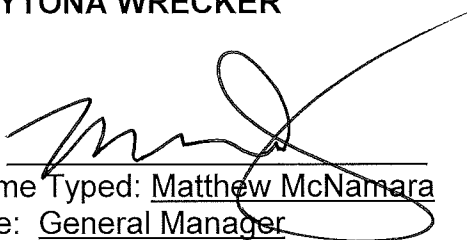
All other provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have set their hands and seals, effective on the date that the last party has signed below.

THE CITY

DAYTONA WRECKER

By: _____
Derrick L. Henry, Mayor

By: 
Name Typed: Matthew McNamara
Title: General Manager
Date: 10/09/2017

Attest:

By: _____
Date: _____

Approved as to Legal Form:

By: _____
Robert Jagger, City Attorney

EXHIBIT B.1

**Daytona Wrecker Service
Requested Rate Change
Daytona Beach Police Department
Non-Consensual Towing & Trespass Towing**

Class A vehicles (gross vehicle weight rating at 9,999 pounds or less or a vehicle carrying a vessel 15 feet or less in length):

1. Trespass tow (flat rate) \$125.00
2. Nonconsensual tow 125.00
3. Nonconsensual tow, per mile over initial ten miles, per full extra mile 3.00
4. Nonconsensual tow, time beyond initial 30 minutes at scene, 15-minute block 25.00
5. Trespass or nonconsensual tow daily storage per day, inside storage 30.00
6. Outside storage, per day 25.00

Class B vehicles (gross vehicle weight rating at 10,000 pounds or more, but less than 19,500 pounds or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length):

1. Trespass tow (flat rate) \$250.00
2. Nonconsensual tow 250.00
3. Nonconsensual tow, per mile over initial ten miles, per full extra mile 4.00
4. Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block.. 50.00
5. Trespass or nonconsensual tow daily storage per day, inside storage 35.00
6. Outside storage, per day 30.00

Class C vehicles (gross vehicle weight rating at 19,500 or more pounds, but less than 25,000 pounds or vehicle carrying a vessel more than 22 feet in length):

1. Trespass tow (flat rate) \$375.00
2. Nonconsensual tow 375.00
3. Nonconsensual tow, per mile over initial ten miles, per full extra mile 5.00
4. Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block.. 75.00
5. Trespass or nonconsensual tow daily storage per day, inside storage 60.00
6. Outside storage, per day 55.00

Class D vehicles (gross vehicle weight rating at more than 25,000 pounds):

1. Trespass tow (flat rate) \$500.00
2. Nonconsensual tow 500.00
3. Nonconsensual tow, per mile over initial ten miles, per full extra mile 6.00
4. Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block 100.00
5. Trespass or nonconsensual tow daily storage per day, inside storage 60.00
6. Outside storage, per day 55.00

An additional daily storage fee, as set forth above, may be charged for any vessel, trailer or other mobile item, whether motorized or not, which is mounted on wheels and attached to a towed vehicle.