

**AMENDMENT NO. 2 DATED MAY 6, 2024
TO THE MASTER LEASE AGREEMENT NO. 4631634 DATED DECEMBER 15, 2011
BETWEEN CITY OF PORT ST. LUCIE, FLORIDA AND DELL FINANCIAL SERVICES L.L.C.**

This Amendment No. 2 ("Amendment") dated May 6, 2024, is made part of and modifies the Master Lease Agreement No. 4631634 dated December 15, 2011 and any subsequent amendments thereto (hereinafter referred to as the "Agreement") between **CITY OF PORT ST. LUCIE, FLORIDA** ("Lessee") and **DELL FINANCIAL SERVICES L.L.C.** ("Lessor"). Terms not defined otherwise herein shall have the meaning ascribed to them in the Agreement. To the extent of any conflict or inconsistency between this Amendment and the terms and conditions of the Agreement this Amendment will prevail.

The Agreement is hereby modified as follows:

1. Section 16. Indemnification

Restate the first sentence (starting with "To the extent* * *" and ending with "* * *of the Products.") of Section 16 as follows:

"To the extent permitted by law and without waiving sovereign immunity except to the extent specifically permitted under Section 768.28, Florida Statutes, Lessee shall indemnify, defend, and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property), and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products.

2. Section 22. Miscellaneous.

Add the following as a new Subsection 22(k):

"(k) Public Records. To the extent required by law and applicable to a finance lessor, Lessor shall comply with the public records laws in accordance with Chapter 119, Florida Statutes, specifically Section 1119.0701, Florida Statutes. Further, as pursuant to Section 119.0701, Lessor agrees to maintain the records until completion of this Agreement. **If Lessor has any questions regarding the application of Chapter 119, Florida Statutes, or duty to provide public records relating to this Agreement (to the extent applicable), it will contact the custodian of public records at 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984; 772-871-5157; prr@cityofpsl.com.**"

Add the following as a new Subsection 22(l):

"(l) Anti-Discrimination. To the extent applicable to a finance lessor only, Lessor agrees to comply with the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et. Seq.), and to not discriminate against any person in its operations, activities, or delivery of services under this Agreement. Lessor agrees to comply to with all applicable state and federal anti-discrimination laws and shall not engage in or commit any discriminatory practice against person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery."

Add the following as a new Subsection 22(m):

"(m) Additional Laws, Ordinances, Rules, and Regulations. As required by Section 126.108(b), Ordinance Code, in providing the Services, a contractor must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Section 20.055, Florida Statutes (Cooperation with Inspector General), Section 448.095, Florida Statutes (E-Verify), and Section 287.134, Florida Statutes (Discriminatory, Convicted, and Antitrust Violator Vendor Lists), and only to the extent they may apply to Lessee's purchases from the product supplier and/or manufacturer and Lessee's separate financing of such acquisition with Lessor as contemplated under this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions herein shall be incorporated into and become a part of the subcontract."

Except as amended hereby, the Agreement is restated in full and shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by each party as of the day and year first above written.

**LESSOR:
DELL FINANCIAL SERVICES L.L.C.**

**LESSEE:
CITY OF PORT ST. LUCIE, FLORIDA**

By (Sign): _____

By (Sign): Caroline Sturgis

Name (Print): Kim Vodicka
Kim Vodicka, Vice President

Name (Print): Caroline Sturgis

Title: _____

Title: Director, JMB

Date: _____

Date: May 9, 2024

REVIEWED
By Regina Gonzalez at 3:15 pm, May 08, 2024