

**AMENDMENT NUMBER TWELVE TO CONTRACT**  
**DATED MAY 24, 2019**  
**BETWEEN CITY OF ORLANDO AND**  
**THE BANCORP BANK**

**THIS AMENDMENT TO CONTRACT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and Bancorp Bank., hereinafter referred to as the "Contractor".

**WHEREAS**, the City and the Contractor entered into a Contract ("the Contract") under the date of May 24, 2019, whereby the latter would perform certain services with respect to the Leased Police Vehicles-Marked and Unmarked; and

**WHEREAS**, the parties amended the Agreement by date of May 28, 2021 (Amendment 1), and by date of November 19, 2021 (Amendment 2), and by date of October 11, 2022 (Amendment 3), and by date of January 12, 2024 (Amendment 4), and by date of May 9, 2024 (Amendment 5), and by date of May 24, 2024 (Amendment 6), and by date of June 14, 2024 (Amendment 7), and by date of November 15, 2024 (Amendment 8), and by date of June 11, 2025 (Amendment 9), and by date of July 18, 2025 (Amendment 10), and by date of August 14, 2025 (Amendment 11; and

**WHEREAS**, the City and the Contractor desire to amend the scope of services of said Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**I. TERM- OF AGREEMENT**

The Term of the Agreement is hereby extended from May 21, 2026, through May 20, 2027. This amendment may, by mutual written assent of the parties, be extended for two (2) additional one-year periods or portions thereof, up to a cumulative total of three (3) years.

**II. SCOPE**

1. The Scope of Services and Compensation provisions of the Agreement as stated in Amendment No. 12 are hereby amended as follows:

References to "Fleet Management Division" shall be replaced with "Fleet Management Division and/or Public Works Director"

2. The Scope of Services and Compensation provisions of the Agreement are hereby amended to add the following:

Only the Fleet Management Division and/or Public Works Director shall have approval authority to execute vehicle leases, make changes to current vehicle leases, or purchase equipment and services as provided for in the Agreement and subsequent Amendments.

**III. HUMAN TRAFFICKING AFFIDAVIT**

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit attached hereto as **Attachment 1**.

**IV. SCRUTINIZED COMPANY PROHIBITION**

Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, and is not engaged in a boycott of Israel. In addition, if this Contract is for a contract for goods or services of one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and is not engaged in business operations in Cuba or Syria. Contractor shall be required to recertify the aforementioned certifications at each renewal of the Contract, if applicable. The City may terminate the Contract pursuant to Section 287.135(3)(a) of the Florida Statutes if Contractor is found to have submitted a false certification pursuant to this sub-section, is placed on any of these lists by the State of Florida, or engages in business operations in Cuba or Syria.

**V. ENTITIES OF FOREIGN COUNTRIES OF CONCERN AFFIDAVIT**

Contractor shall, in the form attached hereto as **Attachment 2**, provide the City with an affidavit signed by an officer or other authorized representative of Contractor under penalty of perjury attesting that Contractor is not owned by the government of a foreign country of concern (as defined in Section 287.138(1)(c) of the Florida Statutes), that the government of a foreign country of concern does not have a controlling interest in Contractor, and that Contractor is not organized

under the laws of and does not have its principal place of business in a foreign country of concern. Additionally, Contractor shall re-execute and provide such an affidavit within a reasonable time after any renewal or extension of this Agreement, if applicable.

**VI. E-VERIFY**

Contractor represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so at all times during the term of the contract. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and Contractor must maintain a copy of such affidavit for the duration of the contract. The contract is otherwise subject to the terms, conditions, provisions, and requirements of Section 448.095 of the Florida Statutes.

**VII.** The parties acknowledge and stipulate that the mutual changes to their respective promises, entitlements, duties, and obligations under the original Agreement and its prior amendments constitute sufficient consideration for this Amendment.

In all other respects, and except as specifically modified and amended herein and as previously amended, the Agreement shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT & CONTRACTS DIVISION  
City of Orlando, Florida

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the  
City of Orlando, Florida, only.

By: \_\_\_\_\_  
Chief Procurement Officer

Date: \_\_\_\_\_, 20\_\_

David Billingsley, CPSM, C.P.M.  
Name, Typed or Printed

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY  
ORLANDO, FLORIDA

Date: \_\_\_\_\_, 20\_\_

\*\*\*\*\*

CONTRACTOR

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Name of Company, Corp., etc.

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Area Code/Telephone Number

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STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_, (name of person) as \_\_\_\_\_ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for \_\_\_\_\_ (name of entity/party on behalf of whom instrument was executed).

(SEAL)

\_\_\_\_\_  
Signature of Notary Public – State of Florida  
Print, Type, or Stamp Notary Name: \_\_\_\_\_

\_\_ Personally Known or \_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

**ATTACHMENT 1**

**HUMAN TRAFFICKING AFFIDAVIT**

DRAFT

**Attachment 1  
Human Trafficking Affidavit**

**Instruction: “Vendor”**, defined as any person or nongovernmental entity seeking to engage in business with the City of Orlando (“City”), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

- A. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
- B. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

**Vendor:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ on behalf of the company/corporation. They  are personally known to me or  have produced \_\_\_\_\_ as identification.

Signature of Notary Public  
\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT 2**

**FOREIGN COUNTRY OF CONCERN ATTESTATION**

DRAFT

Attachment 2

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Bancorp Bank is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date: