



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

AMENDMENT NO. 2 TO
SOLICITATION NO. 2015-73
ADMINISTRATION OF OFF DUTY POLICE DETAILS

(HART HALSEY LLC)

CITY OF DELRAY BEACH
AMENDMENT NO. 2 TO
ADMINISTRATION OF OFF DUTY POLICE DETAILS (Hart Halsey LLC)

THIS AMENDMENT NO. 2 to the Administration Of Off Duty Police Details Agreement dated November 3, 2015 (Agreement), by and between City of Delray Beach, a Municipal Corporation of the State of Florida (City), and Hart Halsey LLC (Contractor), a Connecticut Corporation, is entered into this ____ day of ____, 20__.

WITNESSETH:

WHEREAS, on November 3, 2015, the City entered into a two-year agreement with Contractor for administration of off-duty detail services;

WHEREAS, the City extended the Agreement through November 2, 2018;

WHEREAS, the Agreement provides for amending the Schedule of Pricing as set forth in Form 6.

WHEREAS, Contractor agrees to amend Form 6 Schedule of Pricing; and

WHEREAS, the City determines that it is in the best interest of the City to approve Amendment No. 2 to amend Form 6 Schedule of Pricing.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Amendment No. 2 amends Form 6 Schedule of Pricing, under the same terms and conditions of the Agreement extended through November 2, 2018.
3. The Agreement is hereby amended to incorporate the following provision regarding Public Records:

Public Records

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

- a. Licensee shall comply with public records laws, specifically to:
 - i. Keep and maintain public records required by the City to perform the service.

- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Licensee does not transfer the records to the City.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Licensee or keep and maintain public records required by the City to perform the service. If the Licensee transfers all public records to the City upon completion of the Agreement, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the Agreement, the Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
 - v. If the Licensee does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.
4. City employees will not be covered under the Contractor's worker's compensation insurance. City shall be responsible for determining what, if any, worker's compensation coverage shall be required for officers while on extra duty and City shall be responsible for obtaining and keeping in force any such worker's compensation insurance coverage that is required.
5. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Contractor hereto have set their hands and corporate seals on this _____ day of _____, 20__.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

BY: _____
Cary D. Glickstein, Mayor

Approved as to form for legal sufficiency:

R. Max Lohman, City Attorney

CONTRACTOR

By: _____

Richard MILLMAN

Printed Name

CEO

Title

(SEAL)

STATE OF CT

COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 17 day of January, 2018, by Richard millman, as CEO (name of officer or agent, title of officer or agent), of Hart Halsey LLC (name of corporation acknowledging), a CT (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced CT DL (type of identification) as identification

Notary Public - State of Florida



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NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP. 08-31-2022