



CITY OF DELRAY BEACH  
100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

.AMENDMENT NO. 2 TO  
AGREEMENT NO. 2016-71  
POMPEY PARK THREE (3) BASEBALL FIELDS MAINTENANCE

STO LANDSCAPE SERVICES, INC.

CITY OF DELRAY BEACH  
AMENDMENT NO. 2 TO  
Pompey Park, Three (3) Baseball Fields Maintenance

THIS AMENDMENT NO. 2 to the Pompey Park Three (3) Baseball Fields Maintenance Purchase Order Agreement dated June 17, 2016 (Agreement), by and between City of Delray Beach, a municipal corporation of the State of Florida (City), and STO Landscape Services, Inc. (Contractor), a Florida corporation, is entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_.

WITNESSETH:

**WHEREAS**, on April 5, 2016, the City Commission awarded a one-year purchase order agreement to Contractor for baseball field maintenance services, with the option to renew for two additional one-year periods; and

**WHEREAS**, the term of the Agreement expires on April 4, 2018. Contractor has continued to provide services in accordance with the terms and conditions of the Agreement; and

**WHEREAS**, the City desires to continue to procure these products and services from Contractor and exercise the second one-year option to renew the Agreement through April 4, 2019; and

**WHEREAS**, Contractor agrees to continue to provide services to City in accordance with the terms and conditions of the Agreement; and

**WHEREAS**, the City determines that it is in the best interest of the City to approve Amendment No. 2 to renew the Agreement through April 4, 2019.

**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 extends the Agreement, under the same terms and conditions, for the period of April 5, 2018 through April 4, 2019 for an annual not-to-exceed amount of Thirty-Eight Thousand, One Hundred Sixty U.S. Dollars (\$38,160).
3. The following Public Records provision is hereby added in its entirety to the Agreement:

**18. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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. 1<sup>ST</sup> 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](mailto:CITYCLERK@MYDELRAYBEACH.COM).**

- a. Contractor 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 Contractor 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 Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor 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 Contractor 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. 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 the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

R. Max Lohman, City Attorney

CONTRACTOR

By:

Scott D. Haverland

Scott D. Haverland

Printed Name

General Manager

Title

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5 day of MARCH, 2018 by SCOTT D. HAVERLAND, as Secretary (name of officer or agent, title of officer or agent), of STO LANDSCAPE SERVICES INC (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification

