



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

AMENDMENT NO. 2 TO
SOLICITATION NO. 2016-028
UNIFORM AND FLAT SUPPLIES RENTAL SERVICES

UNIFIRST CORP

CITY OF DELRAY BEACH
AMENDMENT NO. 2 TO
UNIFORM AND FLAT SUPPLIES RENTAL SERVICES

THIS AMENDMENT NO. 2 to Uniform and Flat Supplies Rental Services Agreement dated November 22, 2016, by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and Unifirst Corp (hereinafter referred to as "Second Party", a Massachusetts corporation authorized to do business in the State of Florida, is entered into this ____ day of _____, 20__.

WITNESSETH:

WHEREAS, on January 5, 2016 the City entered into a three-year agreement with Second Party for services (hereinafter referred to as the "Agreement"); and

WHEREAS, on January 15, 2019 the City entered into Amendment No. 1 to Uniform and Flat Supplies Rental Services to renew the Agreement for one year; and

WHEREAS, in accordance with Amendment No. 1, the term of the Agreement expires on January 5, 2020, and,

WHEREAS, Second Party 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 services from Second Party and exercise the second one-year option to renew the Agreement through January 5, 2021, and

WHEREAS, Second Party agrees to continue to provide services to City in accordance with the terms and conditions of the Agreement, and

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 January 6, 2020 through January 5, 2021 for an annual not-to-exceed amount of Ninety-Six Thousand One Hundred Thirty-Five/100 Dollars (\$96,135).
3. The following Public Records provision is hereby added in its entirety to the Agreement:

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. 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. 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.

[Remainder of page intentionally left blank]

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

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

BY: _____
Shelly Petrolia, City Mayor

Approved as to form for legal sufficiency:

Lynn Gelin, City Attorney

SECOND PARTY

By: _____
Herbert Ackerman
Printed Name
Location Manager
Title

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2nd day of OCTOBER, 2019, by HERBERT ACKERMAN, as LOCATION MANAGER (name of officer or agent, title of officer or agent), of UNIFIRST CORPORATION (name of corporation acknowledging), a MASSACHUSETTS (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.

Vanessa N. Arcos

Notary Public – State of FLORIDA

