

SECOND AMENDMENT

THIS IS A SECOND AMENDMENT TO THE AGREEMENT dated the _____ day
of _____ 2017, between:

CITY OF POMPANO BEACH, a municipal corporation of the
State of Florida, whose address is 100 West Atlantic Boulevard,
Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

XPRESS YOUTH DEVELOPMENT INSTITUTE, INC., a
Florida not for profit corporation, having its office and place of
business at 4821 NW 19th Street, Coconut Creek, FL 33063,
hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into an Agreement to provide services to the youth of
Pompano Beach through mentoring and track and field services at certain track facilities within
the CITY on May 14, 2013, ("Original Agreement"), a copy of which is attached hereto and
made a part hereof as Exhibit "A," and approved by City Resolution No. 2013-225; and

WHEREAS, the parties entered into a First Amendment to the Original Agreement on April
29, 2016, approved by City Resolution No. 2016-173; and

WHEREAS, the parties now desire to amend Article 32, Public Records, and to extend the
Original Agreement for one (1) additional one-year period ending on May 13, 2018.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments
herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated
by this reference.
2. The original Agreement shall remain in full force and effect except as specifically
amended hereinbelow.

3. The parties hereto agree to extend the original Agreement for one (1) additional one-year period, ending May 13, 2018.

4. Article 32 "Public Records" of the First Amendment is hereby deleted in its entirety and a new Article 32 is hereby substituted as follows:

ARTICLE 32 PUBLIC RECORDS

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of 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 Chapter 119, Florida Statutes or as otherwise provided by law.

3. 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, 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 contract, 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 contract, 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.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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 CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC
RECORDS AT:**

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

Jonathan Nasser
Print Name

M Bosanac
Print Name

**XPRESS YOUTH DEVELOPMENT INSTITUTE
INC., a Florida Not For Profit Corporation**

By: Joseph Ballard
JOSEPH BALLARD, President

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7th day of April, 2017 by Joseph Ballard as President of XPRESS YOUTH DEVELOPMENT INSTITUTE, INC. a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or who has produced FL DL # B463-498-52-4230 (type of identification) as identification.

NOTARY'S SEAL:

Barbara Lee Glass
NOTARY PUBLIC, STATE OF FLORIDA
Barbara Lee Glass
(Name of Acknowledger Typed, Printed or Stamped)
FF 102273
Commission Number

