

**SECOND RENEWAL OF AGREEMENT (SERVICES)**

Clerk Tracking No. 16-00188 (13-00004)

**"UTILITIES REPAIR AND MAINTENANCE"**

**THIS SECOND RENEWAL** is made and entered into this 8<sup>th</sup> day of December 2016 by and between the **City of Naples** and **Mitchell & Stark Construction Co., Inc.** an Indiana Corporation authorized to do business in Florida whose business address is **6001 Shirley Street, Florida 34109**.

**WHEREAS**, the City and the Contractor entered into that certain Agreement on January 16, 2013 for **Utilities Repair and Maintenance, Bid No. 13-008 (008-13), Clerk Tracking No. 13-00004** for the City of Naples; and

**WHEREAS**, the parties desire to renew the Original Agreement so that the Contractor will provide said services for an additional year with no price increase; and

**WHEREAS**, the City Manager is authorized by City Council pursuant to Section 2-667 (7)(e), Naples City Code, to renew this Agreement;

**WHEREAS**, the parties are required by **119.0701 F.S.** to amend the Original Agreement so that the City and Contractor will abide by the terms and conditions contained herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. **"Article Five, Maintenance of Records"** shall be amended to **add Articles 5.2 and 5.3** as indicated below and made a part of this First Amendment.

**5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE**

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 City Clerk, City of Naples Custodian of Public Records, at Telephone: 239-213-1015, Email: PublicRecordsRequests@naplesgov.com; Address: 735 8<sup>th</sup> Street South; Naples, Florida 34102. Mailing address: same as street address.



### **5.3 The CONTRACTOR shall:**

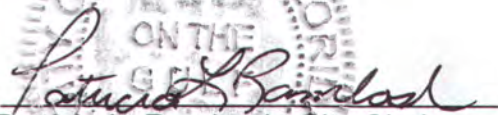
1. Keep and maintain public records required by the CITY to perform the service.
  2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. 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.
3. The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

This Second Renewal and First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

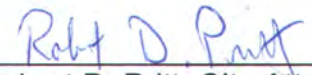
**NOW, THEREFORE**, it is hereby acknowledged and agreed that the Original Agreement is hereby renewed from **January 16, 2017 through January 15, 2018 with two extensions available upon mutual agreement of the CITY and CONTRACTOR.**

**IN WITNESS WHEREOF**, the City and the Contractor have caused this Second Renewal and First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

**ATTEST:**

By:   
Patricia L. Rambosk, City Clerk

Approved as to form and legal sufficiency:

By:   
Robert D. Pritt, City Attorney

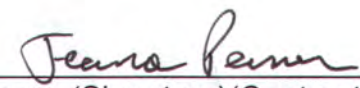
**CITY:**

**CITY OF NAPLES, FLORIDA**

By:   
A. William Moss, City Manager

**CONTRACTOR:**

**MITCHELL & STARK COMPANY, INC.**  
6001 Shirley Street  
Naples, Florida 34109  
Attention: **Brian R. Penner**, CEO

  
Witness (Signature)(Contractor)

Printed  
Name: Jeana Penner  
Asst. Secretary

By:   
(Signature)

Printed  
Name: Brian Penner

Title: President

FEI/EIN Number: On File (IN)