

**AMENDMENT # 2
TO THE AGREEMENT BETWEEN
OSCEOLA COUNTY AND LYNCH OIL COMPANY, INC.**

THIS AMENDMENT is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and Lynch Oil Company, Inc., 1244 East Carroll Street, Kissimmee, Florida 34745, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform tank wagon fuel services as further described in the Agreement AR-12-2326-DW, approved by the County Manager on July 30, 2015, between the COUNTY and the CONTRACTOR; and

WHEREAS, pursuant to Section 24. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to extend the term of the Agreement for one additional year.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Section 1. Term is hereby amended as follows:

SECTION 1. TERM

The term of this Agreement is amended to extend through September 30, 2017 and may be extended when in the best interest of the County.

2. Section 5. Compensation is hereby amended to read as follows:

SECTION 5. COMPENSATION

- A. The amount to be paid under this Agreement for services rendered will not exceed Five Hundred Fourteen Thousand and 00/100 Dollars (\$514,000.00) annually, for a total not to exceed amount of Two Million Five Hundred Seventy Thousand and 00/100 Dollars (\$2,570,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in Exhibit "B" which is attached hereto and made a binding part hereof.

- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
 - C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.
3. Delete Section 12. Public Records in its entirety and replace with the following:

SECTION 12. PUBLIC RECORDS.

- A. **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 THE FOLLOWING:**

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
407-742-0100
BCCPIO@osceola.org

- B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
- 1. Keep and maintain public records required by the COUNTY to perform the service.
 - 2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY 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 by Florida 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 COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. 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 COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.
5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

4. Section 33. Project Managers is hereby amended as follows:

SECTION 33. PROJECT MANAGERS.

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

- A. The COUNTY Project Manager's contact information is as follows:

Hector Morales, Fleet Manager
Osceola County Fleet Management Department
3860 Old Canoe Creek Road
Kissimmee, Florida 34769
Phone: 407-742-7527
Email: hector.morales@osceola.org

- B. The CONTRACTOR Project Manager's contact information is as follows:

Jim Wells, General Manager

Lynch Oil Company, Inc.
1244 East Carroll Street
Kissimmee, Florida 34745
Phone: 407-847-4161
Email: Sales2@lynchoil.com

4. These changes shall be effective upon this Amendment being executed by both parties.
5. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the _____ day of _____, 2016.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: *Beth Ann Knight*
County Manager/Designee

Date: 7-15-16

LYNCH OIL COMPANY, INC.

By: *Craig Lynch*
Title: President

Date: 7/11/2016

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was executed before me this 12th day of July, 2016, by Craig Lynch, as President of Lynch Oil Company, Inc., who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Commission Expires:
11/24/2018

Laurie Ann Martin
NOTARY PUBLIC, State of Florida

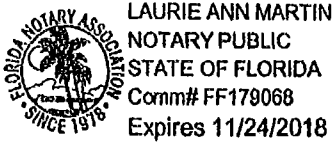


Exhibit "B"
Pricing Schedule

Item	Description	CONTRACTOR's Bid
1.	Unleaded Gasoline 87 Octane	plus \$0.12 / per gallon
2.	Unleaded Gasoline Premium 93 Octane	plus \$0.12 / per gallon
3.	#2 Ultra Low Sulfur Diesel Fuel	plus \$0.12 / per gallon
4.	#2 Ultra Low Sulfur Diesel (Off Road)	plus \$0.12 / per gallon
5.	Bio-Diesel B20 Blended (Off Road)	plus \$0.17 / per gallon
6.	85 Ethanol	plus \$0.18 / per gallon