



CITY OF DELRAY BEACH
PURCHASING AND CONTRACT ADMINISTRATION DIVISION
100 N.W. 1ST AVENUE • DELRAY BEACH • FLORIDA 33444



December 23, 2024

Kone, Incorporated
3421 Enterprise Way
Miramar, FL 33025
Attn: Bruce Zenlea, General Manager
Via email to: Ricardo.escobar@kone.com

REFERENCE: Renewal of P2019-024 Elevator and Escalator Maintenance and Repair Services
General Services Department

Dear Ms. Schmidt:

The City of Delray Beach has enjoyed the working relationship we have developed with your firm. It has been a pleasure working with you and your team and we look forward to continuing that relationship.

The subject Contract expiration date November 30, 2024.

In accordance with the terms and conditions of the subject Contract, the Contract, by mutual consent of the parties, maybe renewed for an additional five (5) years. The City would like to exercise the option to renew this Contract an additional five (5) years, effective December 1, 2024, at the existing terms and conditions.

Please indicate your consent to renew this Contract by having an officer of the firm execute the acceptance portion below and returning this letter by email to: Casetra Thompson at thompsonc@mydelraybeach.com on or by December 30, 2024.

Upon execution below by your firm's authorized representative, this letter will be your official notice that the contract has been extended for the current term and no additional documentation will be required. Please be sure that any required Insurance Certificates are up to date and attached to your response.

Thank you for your immediate attention to this matter.

Sincerely,

Casetra Thompson

Casetra Thompson
Assistant Purchasing Manager

Eugene Bitteker

Eugene Bitteker
Chief Procurement Officer

Renewal of P2019-024 Elevator and Escalator Maintenance and Repair Services
General Services Department
December 23, 2024

ACCEPTANCE 
By: _____
Official Signature

Christian Courtney	KONE inc. Account Manager
Name	Title
12/24/2024	12/24/2024
Date	

PLEASE CHECK ONE BOX:

- ☒ Yes, we agree to renew the Agreement. KONE agrees to renew
- ☐ No, we do not agree to renew the Agreement. Comments: _____
- _____
- _____

Cc: Public Works Department
Renewal of P2019-024 Elevator and Escalator Maintenance and Repair Services
General Services Department

CITY OF DELRAY BEACH

Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: KONE inc.

Vendor FEIN: 36-2357423

Vendor's
Authorized
Representative
Name and Title: Christian Courtney, KONE inc. Account Manager

Address: 3421 Enterprise way

City: Miramar State: FL Zip: 33025

Phone Number: 786-360-9027

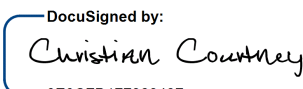
Email Address: christian.courtney@kone.com

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by a officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Delray Beach, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the at the facts stated in it are true.

Signature: 
0E0CFD177389497...
(Authorized Signature)

Print Name and Title: Christian Courtney KONE inc. Account Manager

Date: 12/24/2024 12/24/2024

FACILITY REPAIR CONTRACT**AMENDMENT NO. 1****PROJECT/CONTRACT NO. EV2516 Elevator and Escalator Maintenance and Repair Services
General Services Department**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Kone, Inc. (Contractor). The parties amend the Contract entered into on December 1, 2018, as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

1. Updating Exhibit 3-National Pricing Rates from 2024-2029.

Sec 2. Term of Contract and Additional Periods

- A. Initial Term. The initial term of this Contract shall begin on December 1, 2018, and shall end on November 30, 2029 for a eleven (11) year term. The Manager of Procurement Services is authorized to enter into an amendment of this contract with the CONTRACTOR to extend the term of this contract and time of performance for this contract.
- B. Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.
- C. The products and services which are subject to this Contract may be covered by a separate maintenance agreement (see Exhibit 4). The term of the maintenance agreement shall be governed by that document and may extend beyond the expiration date of this Contract
- D. City funding for this contract is annually appropriated per each department's budget on May 1st of each year. CITY shall not have any financial obligations to Contractor under this amendment until the CITY issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Contract plus the amount of any amendments to the original Contract total over \$1,200,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Contract plus the amount of any amendments to the original Contract are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or resolution authorized amendments without further City Council or Park Board approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

Date: _____

By: Michael Lynch

Title: Key Account Manager

KANSAS CITY, MISSOURI

6/25/2024
Date: _____


By:  DE6901B73458419...

Title: Chief Procurement Officer-Manager of Procurement

 CB

6/25/2024

Approved as to form:

 7/2/2024
Assistant City Attorney

MASTER CONTRACTOR/SERVICES AGREEMENT

THIS AGREEMENT is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 NW 1st Avenue, Delray Beach, FL 33444 and Kone Inc., an Illinois Corporation, (hereinafter referred to as "Contractor"), authorized to do business in Florida, whose address is 3421 Enterprise Way Miramar, Florida 33025, this 29th day of August, 2019.

WHEREAS, the City desires to purchase services related to elevator maintenance, inspection, and modernization; and

WHEREAS, the City desires to procure these services from Contractor, utilizing existing contract prices provided to U.S. Communities Government Purchasing Alliance, pursuant to its solicitation number EV2516, for Elevator and Escalator Maintenance and Services; and

WHEREAS, in accordance with solicitation number EV2516, U.S. Communities Government Purchasing Alliance, entered into a six (6) year agreement with Contractor for services effective December 1, 2018 through November 30, 2024, with the option to renew for an additional five years; and

WHEREAS, the City desires to purchase services from Contractor on the same terms, conditions, and pricing provided under solicitation number EV2516, subject to the terms and conditions of this Agreement, the City's Purchasing ordinance, and Florida law; and

WHEREAS, the Contractor agrees to extend the terms, conditions, and pricing of solicitation number 18C-018L to the City, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1 The above recitals are true and correct and are incorporated herein by reference.

2 The Contractor shall provide to the City Elevator Maintenance, Inspection, Modernization and Related Services for the City, in accordance with and pursuant to the same terms, conditions, and pricing of solicitation number EV2516 procured by U.S. Communities Government Purchasing Alliance.

3 This Agreement shall terminate on November 30, 2024, unless the Master Intergovernmental Cooperative Purchasing Agreement exercises its option to renew. This Agreement shall automatically renew pursuant to the same terms and conditions upon the proper execution of a renewal option by the Lead Public Agency.

4 The City, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The City shall be liable only for reasonable costs incurred by Contractor prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

5 The Contractor certifies that the price and rate represents the lowest price and rate for the products and services of any contract between the Contractor and any other governmental entity within the State of Florida.

6 Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attention: City Manager

For CONTRACTOR:

Kone, Incorporated
3421 Enterprise Way
Miramar, FL 33025
Attn: Bruce Zenlea, General Manager

7 Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

8 This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. Should either party seek court intervention as it relates to this contract, each party shall be responsible for its own attorney's fees and costs.

9 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.

Contractor shall comply with public records laws, specifically to:

- a. Keep and maintain public records required by the City to perform the service.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

10 Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this

Agreement justifying its termination.

11 The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

12 The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.
- b. Terms and Conditions of U.S. Communities Government Purchasing Alliance Solicitation number EV2516.
- c. Contractor's response to solicitation number EV2516 and any subsequent information submitted by Contractor during the evaluation and negotiation process.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Contractor executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson
Katerri Johnson, City Clerk

BY: Neal de Jesus
Neal de Jesus, Interim City Manager

Approved to form for legal sufficiency:

Lynn Gehl
Lynn Gehl, City Attorney

CONTRACTOR

BY: Bruce Zentka
Printed Name Bruce Zentka
Title Branch Manager

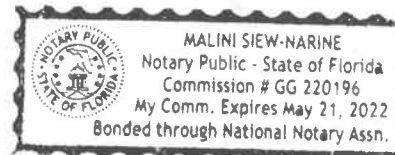
(SEAL)

STATE OF Florida

COUNTY OF Broward

The forgoing instrument was acknowledged before me this 6 day of August, 2018¹⁹, by Bruce Zentka, as Branch Mgr (name of officer or agent, title of officer or agent), of Kone Inc. (name of corporation acknowledging), a Delaware (state of place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced N/A (type of identification) as identification.

[Signature]
Notary Public - State of Florida



CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Amendment No.1 to Master Services Agreement--Kone

Department: Purchasing/PW

Contact person: N. Tucker

City Manager approval ☐City Commission approval ☒

Agenda item #:

Agenda meeting date:

Resolution #:

Agreement Action:

New ☐Renewal* ☐Amendment* ☒

*Renewal: Only change is the agreement term

*Amendment: For changes other than/in
addition to term

Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:**Comments/Specific Provision in Agreement**

Term (Duration of Agreement)	through 11/30/2024
Termination Clause	p.5 w/or w/o cause
Renewal Clause	add'l 5 years
Insurance	City standard
Indemnification	City standard
Assignment	p.8
Fiscal Funding Requirement	p.12
FL. Public Records Provision (2016)	p.10
Inspector General Provision	p.11
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	

Business Principles:**Comments**

Fees: Total Value	\$427,186 (formerly \$338,266.00)
Fees: Per Fiscal Year	

Other Issues:**Comments**

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	Amendment No. 1 includes additional services (elevator maintenance) and increased the overall value of the contract by \$88,920.
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Consistent with applicable policies including, but not limited to, Procurement policies. Yes ☒

Attorney: William Bennett, Esq.

Reviewed and approved as to form and legal sufficiency only

Form version 5, March, 2018



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

AMENDMENT NO. 1 TO
MASTER CONTRACTOR/SERVICES AGREEMENT
FOR
ELEVATOR MAINTENANCE, INSPECTION, AND MODERNIZATION

KONE, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO
MASTER CONTRACTOR/SERVICES AGREEMENT
FOR
ELEVATOR MAINTENANCE, INSPECTION, AND MODERNIZATION

THIS AMENDMENT NO. 1 to the Master Contractor/Services Agreement for Elevator Maintenance, Inspection, and Modernization Services dated February 12, 2019, by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and Kone, Inc. (hereinafter referred to as "Contractor"), a Florida corporation, is entered into this ____ day of ____, 2019.

WITNESSETH:

WHEREAS, on February 12, 2019, the City entered into an agreement with Contractor for elevator maintenance, inspection, and modernization services (hereinafter referred to as the "Agreement") pursuant to Resolution No. 49-19, utilizing the same terms, conditions, and pricing of solicitation number EV2516 procured by U.S. Communities Government Purchasing Alliance; and

WHEREAS, the City desires to add elevator maintenance services from Contractor in accordance with and pursuant to the same terms, conditions, and pricing of solicitation number EV2516 procured by U.S. Communities Government Purchasing Alliance; and

WHEREAS, Contractor agrees to add elevator maintenance services to City in accordance with and pursuant to the same terms, conditions, and pricing of solicitation number EV2516 procured by U.S. Communities Government Purchasing Alliance.

NOW, THEREFORE, 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. 1 adds elevator maintenance services, under the same terms and conditions, of the original contract term.
3. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement and this Amendment No. 1 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

[Remainder of page intentionally left blank]

City of Delray Beach
Master Contractor/Services Agreement for Elevator Maintenance, Inspection, and Modernization Services
P2019-024 Amendment No. 1

IN WITNESS WHEREOF, the City and Contractor hereto have set their hands and corporate seals on this 17 day of September, 2019.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson
Katerri Johnson, City Clerk

BY: Neal de Jesus
Neal de Jesus, Interim City Manager

Approved as to form for legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney

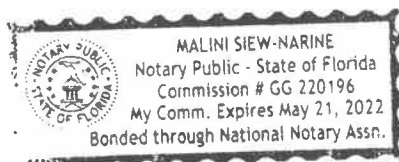
CONTRACTOR

By: Andy Mompess
Printed Name
Sales Manager
Title

(SEAL)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 13 day of September, 2019 by Andy Mompess, as Sales Manager (name of officer or agent, title of officer or agent), of KONE Inc. (name of corporation acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced N/A. (type of identification) as identification.



Malini Siew-Narine
Notary Public – State of Florida









Renewal Letter

Final Audit Report

2024-12-23

Created:	2024-12-23
By:	Casetra Thompson (thompsonc@mydelraybeach.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJQjsKX4RgidYxX-Cqma1m_ITnXASTKfH

"Renewal Letter" History

-  Document created by Casetra Thompson (thompsonc@mydelraybeach.com)
2024-12-23 - 1:48:50 PM GMT
-  Document emailed to Casetra Thompson (thompsonc@mydelraybeach.com) for signature
2024-12-23 - 1:48:55 PM GMT
-  Email viewed by Casetra Thompson (thompsonc@mydelraybeach.com)
2024-12-23 - 1:49:37 PM GMT
-  Document e-signed by Casetra Thompson (thompsonc@mydelraybeach.com)
Signature Date: 2024-12-23 - 1:49:47 PM GMT - Time Source: server
-  Document emailed to Eugene Bitteker (BittekerE@mydelraybeach.com) for signature
2024-12-23 - 1:49:48 PM GMT
-  Email viewed by Eugene Bitteker (BittekerE@mydelraybeach.com)
2024-12-23 - 2:43:40 PM GMT
-  Document e-signed by Eugene Bitteker (BittekerE@mydelraybeach.com)
Signature Date: 2024-12-23 - 2:47:30 PM GMT - Time Source: server
-  Agreement completed.
2024-12-23 - 2:47:30 PM GMT