



CITY OF DELRAY BEACH  
**100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444**

AMENDMENT NO. 1 TO  
JANITORIAL SERVICES

UNITED STATES SERVICE INDUSTRIES, INC.

CITY OF DELRAY BEACH  
AMENDMENT NO. 1 TO  
JANITORIAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 to the Janitorial Services Agreement dated March 31, 2015, by and between City of Delray Beach, a municipal corporation of the State of Florida (City), and United States Service Industries, Inc. (Second Party), organized and existing under the laws of the State of Delaware and authorized to do business in the State of Florida (Second Party), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESSETH:

**WHEREAS**, on March 31, 2015, City entered into the Janitorial Services Agreement with Second Party for janitorial services in City buildings ("Agreement"), and

**WHEREAS**, the term of the Agreement is for two (2) years with the option to renew for another two-year period, and

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

**WHEREAS**, the City desires to exercise its right to renewal finding that the renewal will be in the best interest of the City.

**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. 1 renews the Agreement, under the same terms and conditions, for the period of March 31, 2017 through March 30, 2019 for an annual not-to-exceed amount of \$250,000 and expands the service areas to include the areas designated as Areas 1, 2, 3, 4 and to add Day Porter and restroom cleaning for the Old School Square Garage restrooms.
3. Article 11 is deleted in its entirety from the Agreement and is replaced with the following Public Records article.

**IF THE SECOND PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SECOND PARTY'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. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK MAY BE REACH VIA TELEPHONE AT 561-243-7060 OR BY EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

Second Party 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 Second Party 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 Second Party or keep and maintain public records required by the City to perform the service. If the Second Party transfers all public records to the City upon completion of the Agreement, the Second Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Second Party keeps and maintains public records upon completion of the Agreement, the Second Party 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.

If the Second Party 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.

4. Exhibit A, Pricing Schedule, is hereby incorporated and made a part of the Agreement.
5. 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.

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

ATTEST:

CITY OF DELRAY BEACH

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Cary D. Glickstein, Mayor

Approved as to form and legal sufficiency:

\_\_\_\_\_  
R. Max Lohman, City Attorney

UNITED STATES SERVICE INDUSTRIES, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (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

\_\_\_\_\_  
Notary Public – State of Florida

Exhibit A  
**Pricing Schedule**