



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

AMENDMENT NO. 1 TO
SOLICITATION NO. 2015-28
LANDSCAPE MAINTENANCE
SOUTH FEDERAL HIGHWAY & CONGRESS AVENUE
HOMWOOD & LINTON BLVD, THREE MEDIANS ON MILITARY TRAIL
ANNUAL CONTRACT

EARTHLY DESIGNS AND RESOURCES INC.
DBA MOBILE LAWN SERVICE

CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO
LANDSCAPE MAINTENANCE SOUTH FEDERAL HIGHWAY & CONGRESS AVENUE
HOMEWOOD & LINTON BLVD. THREE MEDIANS ON MILITARY TRAIL ANNUAL CONTRACT

THIS AMENDMENT NO. 1 (Amendment) to the Agreement dated April 13, 2015 (Agreement), by and between City of Delray Beach, a municipal corporation of the State of Florida (City), and Earthly Designs and Resources dba Mobile Lawn Service, a Florida corporation (Contractor), is entered into this ____ day of ____, 20__.

WITNESSETH:

WHEREAS, on April 13, 2015, the City entered into a one-year agreement with Contractor for landscape maintenance services, with the option to renew for two additional one-year periods; and

WHEREAS, the first term of the Agreement expired on April 12, 2016. However, Contractor has continued to provide services in accordance with the terms and conditions of the Agreement; and

WHEREAS, through inadvertence, an amendment to renew the Agreement through April 12, 2017 and again through April 13, 2018, was not approved and executed by the City Commission; and

WHEREAS, Contractor agrees to continue to provide services to City in accordance with the terms and conditions of the Agreement; and

WHEREAS, the City determines that it is in the best interest of the City to retroactively approve Amendment No. 1 to renew the Agreement until April 13, 2018.

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 retroactively renews the Agreement, under the same terms and conditions, for the period of April 13, 2016 through April 12, 2018.
3. Paragraph 11 of the Agreement is hereby amended as follows:

11. Public Records

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.

- a. Contractor 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 Contractor 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 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.
 - v. 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.
4. The following provision is hereby added and incorporated into the Agreement:
 15. 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.
5. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Contractor hereto have set their hands and corporate seals on this _____ day of _____, 20__.

ATTEST:

CITY OF DELRAY BEACH

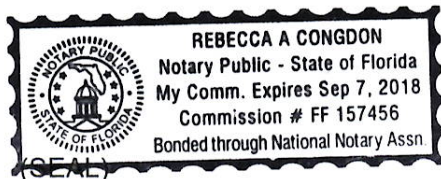
Katerri Johnson, City Clerk

BY:

Cary D. Glickstein, Mayor

Approved as to form for legal sufficiency:

R. Max Lohman, City Attorney



CONTRACTOR

By:

Diane Ramos

Printed Name

Title *President*

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of May, 2017, by Diane Ramos, as President (name of officer or agent, title of officer or agent), of Earthly Designs + Resources Inc. (name of corporation acknowledging), a Florida (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

Rebecca A Congdon

Notary Public - State of Florida