



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

PURCHASE AGREEMENT FOR
SOLICITATION NO. 2015-47
AGREEMENT FOR LANDSCAPE MAINTENANCE I-95 INTERCHANGE

L.V. SUPERIOR LANDSCAPING, INC.

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 N.W. 1st Avenue, Delray Beach, FL 33444 and L.V. Superior Landscaping, Inc. (hereinafter referred to as Supplier), a Florida corporation whose address is 16059 Okeechobee Blvd., Loxahatchee, FL 33470, this ____ day of ____, 20__.

WITNESSETH:

WHEREAS, the City issued ITB No. 2015-47 to provide landscape maintenance I-95 interchange services on April 26, 2015 and Supplier submitted a response to the solicitation; and

WHEREAS, the original agreement pursuant to ITB No. 2015-47 provided for a one year agreement with two one year renewals, for a total of three (3) years; and

WHEREAS, as an oversight, no amendment was formalized when the parties intended to exercise the first option to renew the agreement through 2017; and

WHEREAS, pursuant to the City's Purchasing Policies and Procedures Manual, the City's purchase of landscaping services without formal competitive bidding, also known as a bid waiver, is in the best interest of the City. Had a formal amendment been executed in July 2016, the City could have exercised its second option to renew in July 2017, which would have extended the original agreement through July 2018 making the execution of this agreement unnecessary; and

WHEREAS, this Agreement merely formalizes the original intent of the parties to purchase landscaping services through July 2018.

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

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Supplier shall provide to the City landscape maintenance services in accordance with and pursuant to the terms, conditions and pricing of ITB No. 2015-47.
3. The term of the Agreement shall be from August 1, 2017 through July 6, 2018, unless terminated earlier by the City.
4. 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. Supplier shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Supplier, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Supplier shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Supplier under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

6. 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.

7. Public Records.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'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. Supplier 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 Supplier 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 Supplier or keep and maintain public records required by the City to perform the service. If the Supplier transfers all public records to the City upon completion of the Agreement, the Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Supplier keeps and maintains public records upon completion of the Agreement, the Supplier 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 Supplier 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.

8. 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 Ave.
Delray Beach, FL 33444
Attn: City Manager

With Copy To:

City of Delray Beach
200 N.W. 1st Ave.
Delray Beach, FL 33444
Attn: City Attorney

For Supplier:

L.V. Superior Landscaping, Inc.
16059 Okeechobee Blvd.
Loxahatchee, FL 33470
Attn: Office Manager

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

10. Supplier 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 Supplier and its sub licensees and lower tier sub licensees. Supplier understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Supplier or its sub licensee or lower tier sub licensees 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 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. Supplier's response to ITB No. 2015-47, Landscape Maintenance I-95 Interchange, and any subsequent information submitted by Supplier during the evaluation process.

[Remainder of Page Intentionally Left Blank]

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

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

BY:
Neal deJesus, City Manager

Approved as to form for legal sufficiency:

R. Max Lohman, City Attorney

SUPPLIER

By:

Lucile Vasquez

Printed Name

Title

President



(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10th day of August, 2017, by LUCILE VASQUEZ, as PRESIDENT (name of officer or agent, title of officer or agent), of LV Superior Landscaping (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.

Margo McQuaid
Notary Public – State of Florida



City of Delray Beach
Landscape Maintenance I-95 Interchange

Agreement