



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

AMENDMENT NO. 1 TO  
AGREEMENT NO. 2015-13  
JANITORIAL SERVICES FOR DELRAY BEACH GOLF CLUB

IMAGE JANITORIAL SERVICES, INC.

CITY OF DELRAY BEACH  
AMENDMENT NO. 1 TO  
Janitorial Services For Delray Beach Golf Club

THIS AMENDMENT NO. 1 to the Janitorial Service for Delray Beach Golf Club Agreement dated June 18, 2015 (Agreement), by and between City of Delray Beach, a municipal corporation of the State of Florida (City), and Image Janitorial Services, Inc. (Contractor), a Florida corporation, is entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_.

WITNESSETH:

**WHEREAS**, on April 21 2015, the City Commission awarded a one-year agreement to Contractor for janitorial services, with the option to renew for two additional one-year periods; and

**WHEREAS**, the term of the Agreement expired on June 17, 2016. However, Contractor has continued to provide services in accordance with the terms and conditions of the Agreement; and

**WHEREAS**, the City desires to continue to procure these products and services from Contractor and exercise the second one-year option to renew the Agreement through June 17, 2017; 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 through June 17, 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 No. 1 retroactively extends the Agreement, under the same terms and conditions, for the period of June 18, 2017 through June 17, 2018 for an annual not-to-exceed amount of Thirty-Two Thousand Six Hundred Forty U.S. Dollars (\$32,640).
3. The following Public Records provision is hereby added in its entirety to the Agreement:

**18. 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. 1<sup>ST</sup> 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](mailto: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. 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:

Timothy B. Wilson

Printed Name

President

Title

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of November, 2017, by Timothy B. Wilson, as President (name of officer or agent, title of officer or agent), of Image Tanitorial Services (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

Yaneisy Valdes  
Notary Public – State of Florida

