

Agenda Item # C - 4

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM: Approval and authorization for the Village Manager to execute the “Second (Final) Addendum to Agreement for Park Maintenance Services” between the Village and L.V. Superior Landscaping, Inc., to provide for an additional one (1) year term beginning October 1, 2019 through September 30, 2020, for the same annual compensation of \$50,106.00.

ISSUE: The Second (Final) Addendum renews and extends the existing agreement, with no changes to the scope of work for one (1) year starting October 1, 2019 with no increase in compensation for the general maintenance of eight (8) neighborhood parks.

RECOMMENDED ACTION: Staff recommends approval.

Initiator:	Village Manager	Agenda	Village Council
Director of Parks And Recreation	Approval:	Date: August 15, 2019	Action:

SECOND (FINAL) ADDENDUM TO AGREEMENT FOR PARK MAINTENANCE SERVICE

THIS SECOND (FINAL) ADDENDUM to the above-referenced Agreement is made and entered into this ____ day of August, 2019, effective October 1, 2019, by and between the Village of Royal Palm Beach, a municipal corporation with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida, 33411, organized in accordance with the laws of Florida, hereinafter referred to as the “**VILLAGE**”, and L.V. Superior Landscaping, Inc., a Florida corporation, with offices located at 16059 Okeechobee Boulevard, Loxahatchee, Florida 33470, hereinafter referred to as “**VENDOR**”.

WHEREAS, the **VILLAGE** and **VENDOR** entered into an Agreement for the provision of Park Maintenance Services effective September 2, 2015 (the “Agreement”); and

WHEREAS, the Agreement provided that the initial term ending on September 30, 2018 could be renewed and extended for two (2) additional one (1) year terms for the same monthly amount of compensation upon written agreement of both parties; and

WHEREAS, the **VILLAGE** and the **VENDOR** entered into the First Addendum to Agreement for Park Maintenance Services (the “First Addendum”) on July 19, 2018, renewing the Agreement for a one (1) year term ending on September 30, 2019; and

WHEREAS, the **VILLAGE** and the **VENDOR** have agreed to renew the Agreement for the second and final one (1) year term with no increase in annual compensation to be provided by the **VILLAGE** (the “Second (Final) Addendum”).

NOW, THEREFORE, and in consideration of mutual terms, conditions, promises, covenants and payments hereinafter set forth, the **VILLAGE** and **VENDOR** agree as follows:

SECTION 1: Section 6. of the Agreement is hereby amended as follows:

This Agreement is hereby extended for the second and final additional one (1) year term beginning on October 1, 2019 and ending on September 30, 2020, for the same amount of monthly compensation (\$50,106.00 annually). ~~This Agreement may be renewed and extended for one (1), final, one (1) year terms for **Park Maintenance Service** for the same amount of monthly compensation, \$50,106.00 annually as stated above in paragraph 4, upon written agreement of both parties.~~

SECTION 2. This Second (Final) Addendum shall be attached to the current Agreement and shall become a part thereof. All other Sections of the Agreement shall remain in full force and effect as set forth in the Agreement and there shall be no changes to the Agreement with the exception of those items specifically set forth in this Second (Final) Addendum. Further, the parties agree as follows:

- A. This Second (Final) Addendum may be modified only by the mutual and written consent of both parties.
- B. If any provision or any portion contained in this Second (Final) Addendum is held unconstitutional, invalid or unenforceable, the remainder of this Second (Final) Addendum, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

[SIGNATURE PAGES BELOW]

WITNESSES:

VILLAGE OF ROYAL PALM BEACH

By: _____
Raymond Liggins, P.E., Village Manager

ATTEST:

Diane DiSanto, Village Clerk

(SEAL)

WITNESSES:

L.V. SUPERIOR LANDSCAPING, INC.

By: _____
Margo McQuade, Office Manager

(SEAL)