

**AMENDMENT NO. 2 TO AGREEMENT BETWEEN THE CITY OF COCONUT
CREEK AND EDJ SERVICE, INC.
FOR
LANDSCAPE MAINTENANCE SERVICES–NORTH & SOUTH DISTRICTS
RFP No. 07-23-13-10**

This Amendment No. 2 to the Agreement between the City of Coconut Creek and EDJ Service, Inc. for Landscape Maintenance Services dated September 12, 2013 is made this ___ day of _____, 2016 by and between the City of Coconut Creek, Florida, (the “City”), and EDJ Service, Inc. (the “Contractor”) both of whom agree as follows:

W I T N E S S E T H:

WHEREAS, the parties desire to amend the Agreement between the City of Coconut Creek and EDJ Service, Inc. for Landscape Maintenance Services dated September 12, 2013 (“Agreement”) and Amendment No. 1 to the Agreement dated January 13, 2015 (“First Amendment”) to provide for additional maintenance of medians as a result of recent median beautification efforts throughout the City.

NOW, THEREFORE, based on the promises and covenants herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. The parties desire to amend paragraph 23), “Public Records” of the Agreement to read as follows:
23) Public Records
Effective July 1, 2013, the Contractor shall comply with Florida’s Public Records Law, specifically, the Contractor shall:
 - A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to preform the service;

- B. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- D. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
- E. The failure of the Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of This Agreement and the City shall enforce the Default in accordance with the provisions set forth in this Request for Proposals.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.

3. The parties desire to amend Exhibit "A", the Schedule of Proposal Prices that was attached to the Agreement and First Amendment and replace it with a new Exhibit "A" as attached to this Amendment No. 2;

4. The parties desire to amend Exhibit "A", "Landscape Maintenance Locations" as referenced in RFP 07-23-13-10 in order to add the right-of-way on the east side of

the intersection located at NW 22nd Street and NW 42nd Avenue as attached to this Amendment No. 2; and

5. The parties desire to amend Map "1" as referenced in RFP 07-23-13-10 in order to update it to reflect the locations of additional landscape maintenance as provided in this Amendment No. 2 by replacing it with a new Map "1" attached hereto.

6. All other terms and conditions of the RFP No. 07-23-13-10, the Agreement and Amendment No. 1 not in conflict with this Amendment No. 2 shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 the day and year first above written.

CITY OF COCONUT CREEK, FLORIDA

By: _____
Mary C. Blasi, City Manager

ATTEST:

Approved as to Legal Sufficiency
and Form:

By: _____
Leslie Wallace May, City Clerk

By: _____
Terrill C. Pyburn, City Attorney

CONTRACTOR ATTEST:

EDJ SERVICE, INC.

By: _____
(Corporate Secretary)

By: _____
(Signature of President/Owner)

Print Name: _____

Print Name: _____(SEAL)

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

I **HEREBY CERTIFY** that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____ a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 2016.

Signature of Notary Public

Print, Type or Stamp Name of Notary Public