

**AMENDMENT NO. 2
TO THE AGREEMENT
between
THE CITY OF COCONUT CREEK
and
DRC EMERGENCY SERVICES, LLC
for
EMERGENCY FOOD SERVICES
RFP NO. 06-10-15-11**

This Amendment No. 2 to the Agreement between the City of Coconut Creek and DRC Emergency Services, LLC for Emergency Food Services RFP No. 06-10-15-11, dated August 27, 2015 (the “Agreement”) as modified by the First Amendment to the Agreement dated July 2, 2020 (“Amendment No. 1”), made this _____ day of July, 2023 by and between the City of Coconut Creek, Florida, (the “City”), and DRC Emergency Services, LLC (the “Vendor”) both of whom agree as follows:

WHEREAS, the Agreement expires on August 31, 2023, however, Section 5, “Contract Extension” of the Agreement provides that in the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the services upon the request of the Contract Administrator for a period not to exceed ninety (90) days beyond the expiration date of the contract at the compensation rates in effect when the City invokes the extension clause; and

WHEREAS, Section 19, “Cost Adjustments,” Special Terms and Conditions, RFP No. 06-10-15-11 of the Contract Documents as defined in the Agreement, limits annual price increases to five percent (5%) or the latest yearly percentage increase in the All Urban Consumers Price Index whichever is less, unless unusual and significant changes have occurred in the industry; and

WHEREAS, the City will be invoking the ninety (90) day extension clause but recognizes that the Contractor has not increased prices since 2015 and that excessive inflation and unusual and significant changes have occurred in the industry over the last eight (8) years justifying a price increase during the ninety (90) day extension; and

WHEREAS, the parties intend that the price adjustments set forth in this Amendment shall be effective September 1, 2023 through November 30, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the sufficiency of which is hereby acknowledged, the parties agree as set forth below:

1. The recitations referred to above are hereby incorporated herein.
2. The parties acknowledge and agree to the ninety (90) day extension pursuant to Section 5, "Contract Extensions," of the Agreement, at the prices adopted in this Amendment.
3. Based on the unusual and significant changes in the cost of goods and services over the past eight (8) years, effective September 1, 2023, for the duration of the ninety (90) day extension, Exhibit "A" "City of Coconut Creek Emergency Food Services RFP No. 06-10-15-11 Schedule of Proposal Prices," is deleted in its entirety and replaced with a new Exhibit "A" "City of Coconut Creek Emergency Food Services RFP No. 06-10-15-11 Schedule of Proposal Prices," attached hereto and incorporated herein.
4. All other terms and conditions of the Agreement as Amended by Amendment No. 1, not in conflict with this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 the day and year first above written.

CITY OF COCONUT CREEK, FLORIDA

By: _____
Karen M. Brooks, City Manager

Approved as to Legal Sufficiency
and Form:

ATTEST:

By: _____
Joseph J. Kavanagh, City Clerk

By: _____
Terrill C. Pyburn, City Attorney

WITNESSES:

[NAME OF VENDOR/CONTRACTOR]

By: _____
(Signature of President/Owner)

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____, as _____ of _____, a _____, who by execution hereof certifies that (s)he is authorized to execute this Agreement.

Notary Public, State of _____ (Signature
of Notary Taking Acknowledgment)

(NOTARY SEAL)

Name of Notary Typed, Printed or Stamped
 personally known to me or
 has produced identification:
Identification _____

EXHIBIT "A"

CITY OF COCONUT CREEK EMERGENCY FOOD SERVICES

RFP NO. 06-10-15-11

SCHEDULE OF PROPOSAL PRICES

Item	Description	Time	Cost Per Meal
1	Hot Breakfast – 7:00 a.m.	6:00 a.m. – 11:00 a.m.	\$30.00
2	Box Lunch (Sandwich, Chips and Cookie)	11:30 a.m. – 5:00 p.m.	\$25.00
3	Hot Dinner	5:30 p.m. – 11:00 p.m.	\$45.00
4	Box Late Serving (Sandwich, Chips and Cookie)	11:30 p.m. – 5:30 a.m.	\$25.00
Total Cost Per Person (Items 1, 2, 3 and 4)			\$125.00

Description	Fee
Cancellation Fee	** \$0.00

** City will be responsible for all meals ordered unless cancelled within twenty-four (24) hour written notice and written acknowledgement of cancellation by Contractor

There shall be no charge to City for Contractor providing additional cleaning and sanitizing of area where food is prepared, cooked, served, or stored per the CDC guidelines in response to COVID-19 or any other health-related emergencies.