

**Council**

Michael J. Napoleone, Mayor  
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**Manager**  
Jim Barnes

March 3, 2025

Amerigrow Recycling-Delray Limited Partnership  
10320 West Atlantic Avenue  
Delray Beach, FL 33446  
DAVE@AMERIGROW.COM

RE: ITB# 202208

Dear Mr. Tomlinson:

Amerigrow Recycling-Delray Limited Partnership (AWARDEE) is an awardee for contract ITB# 202208 for the Purchase of Mulch, Pine Straw and Ground Preparation. The contract is set to expire on May 9, 2025 and allows for four (4) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the third renewal option through May 9, 2026 under the same terms and conditions as stipulated on Page 11 of the referenced ITB which is conditioned upon subsequent approval by Wellington Council..

The award/renewal is subject to provisions of State Statutes, Palm Beach County Commission on Ethics and Code of Ethics, and Wellington policies. All Awardees must disclose with their Renewal the name of any officer, director, or agent who is also a Wellington employee. Further, all Awardees must disclose the name of any Wellington employee who is employee in the Awardees firm or any of its branches.

If AWARDEE violates or is a party to a violation of the Wellington, Palm Beach County or Florida Code of Ethics with respect to this Renewal, AWARDEE may be disqualified from performing the work described in this Renewal or from furnishing the goods or services for which the AWARDEE submitted and shall be further disqualified from bidding on any future Proposals/Bids for work or for goods or services for Wellington. A copy of the Wellington, Palm Beach County Commission on Ethics and Code of Ethics and State Ethics Codes is available at the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington, FL 33414. By signing this Renewal Agreement, AWARDEE acknowledges no such conflict.

AWARDEE shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. AWARDEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, AWARDEE shall take

affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

AWARDEE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

**Please indicate acceptance or rejection of the renewal and return to my attention by March 12, 2025.**

If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal:	<u>Ryder Allison / GM</u>	<u>[Signature]</u>	<u>3/3/25</u>
	Printed Name/Title	Signature	Date
Reject Renewal:	_____	_____	_____
	Printed Name/Title	Signature	Date

Thank you,

Steven Koch  
561-753-2534  
[skoch@wellingtonfl.gov](mailto:skoch@wellingtonfl.gov)