



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

PURCHASE AGREEMENT FOR  
SPATIAL FOCUS, LLC

## **AGREEMENT**

THIS AGREEMENT is made and entered into by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 NW 1<sup>st</sup> Avenue, Delray Beach, Florida 33444, and Spatial Focus, LLC (hereafter referred to as "Contractor"), whose address is P.O. Box 683, Avondale Estates, GA 30002.

WHEREAS, the City desires to retain the services of the Contractor to perform specialized services regarding addressing, Local Update of Census Addresses (LUCA), and development of a functional Master Address Repository (MAR).

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

### ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the Master Address Repository Proposal dated October 15, 2018.

### ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the Master Address Repository Proposal, which is incorporated herein by reference.

### ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced in the Master Address Repository Proposal.

### ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- |     |                 |                                                                                                                                                                                               |
|-----|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| i.  | As to the City: | City of Delray Beach<br>100 NW 1 <sup>st</sup> Street<br>Delray Beach, Florida 33444<br>Attn: City Manager<br>Email: <a href="mailto:lauizer@mydelraybeach.com">lauizer@mydelraybeach.com</a> |
| ii. | with a copy to: | City of Delray Beach<br>200 NW 1 <sup>st</sup> Street<br>Delray Beach, Florida 33444<br>Attn: City Attorney<br>Email: <a href="mailto:GelinL@mydelraybeach.com">GelinL@mydelraybeach.com</a>  |

iii. As to the Contractor: Spatial Focus, LLC  
P.O. Box 683  
Avondale Estates, GA 30002  
Attn.: Randal Krejcarek, PE, GISP

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

d. Fiscal Funding. The City's obligation pursuant to this agreement is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

e. Public Records. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, IT SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST 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.

Contractor shall comply with public records laws, specifically to:

i. Keep and maintain public records required by the Licensee to perform the service.

ii. Upon request from the Licensee's custodian of public records, provide the Licensee 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 Contractor does not transfer the records to the Licensee.

iv. Upon completion of the Agreement, transfer, at no cost, to the Licensee all public records in possession of the Contractor or keep and maintain public records required by the Licensee to perform the service. If Contractor transfers all public records to the Licensee upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Licensee, upon request from the Licensee's custodian of public records, in a format that is compatible with the information technology systems of the Licensee.

v. If Contractor does not comply with this section, the Licensee shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

f. Inspector General. Contractor is aware the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Contractor and its sub licensees and lower tier sub licensees. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor to fully cooperate with the Inspector General when requested may be deemed by the Licensee to be a material breach of this Agreement justifying its termination.

g. Assignment. Contractor shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.

h. Indemnification. Contractor shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by Contractor or its employees, agents, servants, partners, principals, or subcontractors. Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. Contractor expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

i. Termination. The City, at its sole discretion, reserves the right to terminate this agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the Contractor prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

j. Performance. The City reserves the right to terminate this contract, in part or in whole, or place Contractor on probation in the event Contractor fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which Contractor must cure any such failure to perform or default. If Contractor fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to Contractor. The City further reserves the right to suspend or debar Contractor in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by Contractor.

k. Law and Venue. This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

l. Fees and Costs. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

m. Written Agreement. This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this License that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

n. Jointly Drafted. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

o. Modification. No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

#### ARTICLE 5. CONTRACT TERM

The Contract and Agreement shall be effective for three (3) years. The City shall have the right to renew this contract at the end of the contract period for subsequent one (1) year terms, under the same terms, specifications, and conditions as set forth by this contract. The City shall provide written notice of its intention to exercise its right of renewal at least thirty (30) days prior to the termination date of this contract or subsequent renewal. The City's right of renewal is limited to two consecutive renewals for one (1) year terms.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: \_\_\_\_\_  
Shelly Petrolia, City Mayor

ATTEST:

By: \_\_\_\_\_  
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Lynn Gelin, City Attorney

CONTRACTOR

[SEAL]

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by \_\_\_\_\_, as \_\_\_\_\_ (name of officer or agent, title of officer  
or agent), of \_\_\_\_\_ (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

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_