

## MASTER CONTRACTOR/SERVICES AGREEMENT

**THIS AGREEMENT** is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 NW 1<sup>st</sup> Avenue, Delray Beach, FL 33444 and Aquifer Maintenance and Performance Systems, Inc., a Florida Corporation, (hereinafter referred to as "Contractor"), whose address is 7146 Haverhill Road N., West Palm Beach, Florida 33407, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WHEREAS**, the City desires to purchase wellfield maintenance services; and

**WHEREAS**, the City desires to procure these services from Contractor, utilizing existing contract prices provided to Martin County Board of County Commissioners, pursuant to its solicitation number RFB2017-2969, for wellfield maintenance services; and

**WHEREAS**, in accordance with solicitation number RFB2017-2969, Martin County Board of County Commissioners entered into a three-year agreement with Contractor for services effective August 8, 2017 through August 7, 2020, with two, one-year renewal options; and

**WHEREAS**, the City desires to purchase services from Contractor on the same terms, conditions, and pricing provided under solicitation number RFB2017-2969, subject to the terms and conditions of this Agreement, the City's Purchasing ordinance, and Florida law; and

**WHEREAS**, the Contractor agrees to extend the terms, conditions, and pricing of solicitation number RFB2017-2969 to the City, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1 The above recitals are true and correct and are incorporated herein by reference.

2 ~~The Contractor shall provide wellfield maintenance services to the City, in accordance with and pursuant to the same terms, conditions, and pricing of solicitation number RFB2017-2969 procured by Martin County Board of County Commissioners.~~

3 This Agreement is in full force and effect upon full execution by the City and shall terminate on August 7, 2020, unless Martin County Board of County Commissioners exercises its option to renew. Upon proper execution by Martin County Board of County Commissioners, this Agreement will automatically renew.

For CONTRACTOR:

Aquifer Maintenance and Performance Systems, Inc.  
7146 Haverhill Road N.  
West Palm Beach, Florida 33407  
Attn: James Murray, President

8 Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

9 This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

**10 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1<sup>ST</sup> 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](mailto:CITYCLERK@MYDELRAYBEACH.COM).**

a. Contractor shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City 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 the Contractor does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public

**IN WITNESS WHEREOF**, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

\_\_\_\_\_  
Katerri Johnson, City Clerk

By: \_\_\_\_\_  
Mark R. Lauzier, City Manager

Approved as to form and legal sufficiency:

\_\_\_\_\_  
R. Max Lohman, City Attorney

CONTRACTOR

By: \_\_\_\_\_  
Print Name: James Murray  
Title: President

(SEAL)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of March, 2020, by James Murray, as President (name of officer or agent, title of officer or agent), of AMES, Inc. (name of corporation acknowledging), a Florida (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 Florida

