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 1st Avenue, Delray Beach, FL 33444 and Dean Mitchell Group, a Florida Corporation, (hereinafter referred to as "Contractor"), authorized to do business in Florida, whose address is 3725 Investment Lane, Riviera Beach, Florida 33404, this 2nd day of January, 20 19.

WHEREAS, the City desires to purchase Indoor Air Quality and Infectious Disease Services.

WHEREAS, the City desires to procure these services from Contractor, utilizing existing contract prices provided to The School District of Palm Beach County, Florida, pursuant to its solicitation number 18C-018L, for Indoor Air Quality and Infectious Disease Services.

WHEREAS, in accordance with solicitation number 18C-018L, The School District of Palm Beach County, Florida, entered into a three year agreement with Contractor for services effective July 1, 2018 through June 30, 2020, with the option to renew for an additional three years.

WHEREAS, the City desires to purchase services from Contractor on the same terms, conditions, and pricing provided under solicitation number 18C-018L, subject to the terms and conditions of this Agreement, the City's Purchasing ordinance, and Florida law.

WHEREAS, the Contractor agrees to extend the terms, conditions, and pricing of solicitation number 18C-018L 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 to the City Indoor Air Quality and Infectious Disease Services for the City, in accordance with and pursuant to the same terms, conditions, and pricing of solicitation number 18C-018L procured by The School District of Palm Beach County, Florida.

3 This Agreement is in full force and effect upon full execution by the City for an annual not-to-exceed amount of Two Hundred and Fifty Thousand and 00/100 Dollars ($250,000).

4 This Agreement shall terminate on June 30, 2020, unless The School District of Palm Beach County, Florida exercises its option to renew. This Agreement shall automatically renew pursuant to the same terms and conditions upon the proper execution of a renewal option by The School District of Palm Beach County, Florida

5 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 Agreement. The City shall be liable only for reasonable costs incurred by Contractor prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

6 The Contactor certifies that the price and rate represents the lowest price and rate for the products and services of any contract between the Contractor and any other governmental entity within the State of Florida.

7 The 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 the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The 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. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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 The obligations of this section shall survive the term of this Agreement.

8 Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

For CONTRACTOR:

Dean Mitchell Group
3725 Investment Lane
Riviera Beach, Florida 33404
Attn: Anthony D'Amato – Vice President of Operations

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

10 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.

11 **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. 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.**

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 records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

12 Contractor is aware that 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 subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

13 The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

14 The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

a. Terms and conditions as contained in this Agreement.

b. Terms and Conditions of The School District of Palm Beach County, Florida solicitation number 18C-018L.

c. Contractor's response to solicitation number 18C-018L and any subsequent information submitted by Contractor during the evaluation and negotiation process.

[Remainder of page intentionally left blank]

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: _____
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

_____
City Attorney

CONTRACTOR

By: Anthony D'Amato

Print Name: Anthony D'Amato

Title: V.P. of Operations

(SEAL)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 18 day of January, 2019, by Anthony D'Amato, as V.P. (name of officer or agent, title of officer or agent), of Delin Mitchell (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 Florida
Mark C Jackson
My Commission GG 250225
Expires 09/07/2022

Notary Public – State of Florida