

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 Bennett Fire Products Company, Inc., a Georgia Corporation, (hereinafter referred to as "Contractor"), authorized to do business in Florida, whose address is 195 Stockwood Drive, Suite 170, Woodstock, Ga 30188, this ____ day of _____, 2019.

WHEREAS, the City desires to purchase Fire Equipment Parts, Supplies, and Services; and

WHEREAS, the City desires to procure these services from Contractor, utilizing existing contract prices provided to Lake County, pursuant to its solicitation number 17-0606B, for Fire Equipment Parts, Supplies, and Services; and

WHEREAS, in accordance with solicitation number 17-0606B, Lake County entered into a 1-year agreement with Contractor for services effective July 1, 2017 through June 30, 2018, with the option of four (4) one year renewals; and

WHEREAS, on July 1, 2018, in accordance with solicitation number 17-0606B, Lake County exercised its first option to renew through June 30, 2019; and

WHEREAS, on July 1, 2019 in accordance with solicitation number 17-0606B, Lake County exercised its second option to renew through June 30, 2020; and

WHEREAS, the City desires to purchase services from Contractor on the same terms, conditions, and pricing provided under solicitation number 17-0606B, 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 17-0606B 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 Fire Equipment Parts, Supplies, and Services for the City, in accordance with and pursuant to the same terms, conditions, and pricing of solicitation number 17-0606B procured by Lake County.
- 3 This Agreement is in full force and effect upon full execution by the City for an annual not-to-exceed amount of twenty-five thousand and 00/100 Dollars (\$25,000).

195 Stockwood Drive, Suite 170
Woodstock, Georgia 30188
Attn: Danny Bennett – President

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 Lake County solicitation number 17-0606B.
- c. Contractor's response to solicitation number 17-0606B 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:

Lynn Gelin, City Attorney

CONTRACTOR

By: Danny Bennett
Print Name: Danny Bennett
Title: President

(SEAL)

STATE OF <STATE> GA
COUNTY OF <COUNTY> Cherokee

The foregoing instrument was acknowledged before me this 22 day of November, 2019, by Danny Bennett, as President (name of officer or agent, title of officer or agent), of Bennett Fire Products Co., Inc. (name of corporation acknowledging), a Georgia (state or place of incorporation) corporation, on behalf of the corporation. He / She is personally known to me or has produced Drivers License (type of identification) as identification.

E. Sierra - Georgia
Notary Public - State of <state>

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