

AGREEMENT BETWEEN THE CITY OF SANFORD AND RWRS-EAST, LLC
IFB NUMBER: 18/19-44 WATER METER TESTING, CALIBRATION AND REPAIRS

8th **THIS AGREEMENT** (hereinafter the "Agreement") is made and entered into this day of July, 2019, by and between the City of Sanford, Florida, a Florida municipality, (hereinafter referred to as the "City"), whose mailing address is 300 North Park Avenue, Sanford, Florida 32771, and RWRS-EAST, LLC, a Georgia limited liability company, whose principal address is 55 Union Street; Summerville, Georgia, 30747, (hereinafter referred to as "RWRS"). The City and RWRS may be collectively referenced herein as the "parties".

WITNESSETH:

IN CONSIDERATION of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above statements are true and form a material part of this Agreement upon which the parties have relied.

Section 2. Authority. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The persons executing this Agreement for each party certify that they are authorized to bind the party fully to the terms of this Agreement.

Section 3. Scope of Agreement; Direction of the Provision of Goods and Services.

(a). This Agreement is for the provision of goods and services set forth in the attachments hereto and RWRS agrees to accomplish the provision of goods and services specified in the attachments for the compensation set forth in those documents relating to the provision of water meter testing, calibration and repairs.

(b). It is recognized that RWRS shall provide goods and services as directed by the City.

(c). The City's contact/project manager for all purposes under this Agreement shall be the following:

Ms. Marisol Ordoñez
Purchasing Manager
Finance-Purchasing Division
City of Sanford
Post Office Box 1788
Sanford, Florida 32772

Phone: 407.688.5028

Section 4. Effective Date and Term of Agreement. This Agreement shall take effect on the date that this Agreement is fully executed by the parties hereto. This Agreement shall be in effect for a term of 1 year with the opportunity for additional 1 year renewal periods when in the best interest of the City. However, the total Agreement length, including all renewals, shall not exceed 5 years. The decision to renew or extend this Agreement shall be at the discretion of the City. RWRS shall review the quality and status of the of water meter testing, calibration and repairs services delivered to the City with the City on a semi-annual basis. In any event, this Agreement shall remain in effect until the goods and services to be provided by RWRS to the City under each work order have been fully provided in accordance with the requirements of the City; provided, however, that, the indemnification provisions and insurance provisions of the standard contractual terms and conditions referenced herein shall not terminate and the protections afforded to the City shall continue in effect subsequent to such goods and services being provided by RWRS. No goods, services or actions have been provided prior to the execution of this Agreement that would entitle RWRS for any compensation therefor. Notwithstanding the foregoing, the City may unilaterally terminate this Agreement in the event that the City is not satisfied with the goods, services or actions provided by RWRS within the 6 calendar months commencing on the first day of the first month after this Agreement commences.

Section 5. Compensation. The parties agree to compensation as set forth in the attachments hereto, with the initial purchase of goods and services being in the amounts set forth in the attachments hereto and as may be set forth in each purchase/work order issued by the City.

Section 6. Standard Contractual Terms and Conditions. All "Standard Contractual Terms and Conditions", as provided on the City's website, apply to this Agreement. Such Terms and Conditions may be found at the City's website; which can be reached at: (<https://www.sanfordfl.gov/departments/finance/purchasing/contract-terms-and-conditions> or www.SanfordFL.gov). The parties shall also be bound by the purchasing policies and procedures of the City as well as the controlling provisions of Florida law. Work orders shall be used, in accordance therewith, in the implementation of this Agreement to the extent deemed necessary by the City in its sole and absolute discretion.

Section 7. RWRS' Mandatory Compliance with Chapter 119, Florida Statutes, and Public Records Requests.

(a). In order to comply with Section 119.0701, *Florida Statutes*, public records laws, RWRS must:

(1). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(2). Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(3). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of RWRS upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(b). If RWRS does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.

(c). Failure by RWRS to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. RWRS shall promptly provide the City with a copy of any request to inspect or copy public records in possession of RWRS and shall promptly provide the City with a copy of RWRS' response to each such request.

(d). **IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 688-5012, TRACI HOUCHIN, CMC, FCRM, CITY CLERK, CITY OF SANFORD, CITY HALL, 300 NORTH PARK AVENUE, SANFORD, FLORIDA 32771, TRACI.HOUCHEIN@SANFORDFL.GOV.**

Section 8. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 9. Entire Agreement/Modification. This Agreement, together with all "Standard Contractual Terms and Conditions", as provided on the City's website and the attachments hereto (the documents relative to the procurement activity of the City leading to the award of this Agreement) constitute the entire integrated agreement between the City and RWRS and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral in connection therewith and all the terms and provisions contained herein constitute the full and complete agreement between the parties hereto to the date hereof. This Agreement may only be amended, supplemented or modified by a formal

written amendment of equal dignity herewith. In the event that RWRS issues a purchase order, memorandum, letter, or any other instrument addressing the goods or services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument shall have no effect on this Agreement unless agreed to by the City, specifically and in writing in a document of equal dignity herewith, and any and all terms, provisions, and conditions contained therein, whether printed or written or referenced on a Web site or otherwise, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

Section 10. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

Section 11. Waiver. The failure of the City to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

Section 12. Captions. The section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

Section 14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The signatories hereof represent that they have the requisite and legal authority to execute this Agreement and bind the respective parties herein.

Section 15. Remedies. The rights and remedies of the parties, provided for under this Agreement, are in addition to any other rights and remedies provided by law or otherwise necessary in the public interest.

Section 16. Governing law, Venue and Interpretation. This Agreement is to be governed by the laws of the State of Florida. Venue for any legal proceeding

related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida. This Agreement is the result of *bona fide* arms length negotiations between the City and RWRS, and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party. than against any other party and all provisions shall be applied to fulfill the public interest.

IN WITNESS WHEREOF, the City and RWRS have executed this instrument for the purpose herein expressed and RWRS represents and affirms that the signatories below have full and lawful authority to bind RWRS in every respect.

ATTEST:

CITY OF SANFORD

Traci Houchin, CMC, FCRM
Traci Houchin, CMC, FCRM
City Clerk

By: [Signature]
Jeff Triplett Art Woodruff, Vice Mayor
Mayer
Date: 7-22-19



Approved as to form and legal sufficiency.

[Signature]
William L. Colbert, City Attorney

ATTEST:

RWRS-EAST, LLC, a Georgia limited liability company.

[Signature]
Printed Name: CHRISTINE T. FARRIS
Title: Secretary

By: [Signature]
Printed Name: Timothy L. Greenfield
Title: vice president
Dated: 7/8/19