

VILLAGE OF TEQUESTA
TERM CONTRACT FOR OPERATION OF WATER TREATMENT PLANT

THIS TERM CONTRACT FOR THE OPERATION OF WATER TREATMENT PLANT, hereinafter "Agreement", is entered into and effective this ____ day of January 2018, by and between the VILLAGE OF TEQUESTA, a Florida municipal corporation with offices located at 345 Tequesta Drive, Tequesta, Florida 33469-0273, organized and existing in accordance with the laws of the State of Florida, hereinafter "the Village"; and U.S. WATER SERVICES CORPORATION, a Florida corporation with offices located at 4939 Cross Bayou Boulevard, New Port Richey, Florida 34652, hereinafter "the Contractor" and collectively with the Village, "the Parties".

WITNESSETH

The Village and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, hereby agree as follows:

1. **SCOPE OF SERVICES:** The Parties hereby agree to enter into this Agreement whereby the Contractor shall provide water treatment plant operations services on an as-needed basis. The Parties agree to enter into this Agreement and piggyback for the services at the prices described in the Contractor's November 15, 2014 contract with the St. John's County School District, RFP No. 2014-20, which was extended by the St. John's County School District through November 14, 2018. Said contract, including the St. John's County School District, RFP No. 2014-20, the Vendor Agreement dated November 15, 2014, and the contract extension, are attached hereto as Exhibit "A" and are hereby fully incorporated into this Agreement.
2. **COMPENSATION:** In consideration for the above Scope of Services, pricing shall be pursuant to the prices provided in the Contractor's quotation at Exhibit B of the RFP/Vendor Agreement. Specifically, the Contractor shall be paid for regular weekday (Monday through Friday) shift (7:00 am through 5:00 pm) work on an as-needed basis at the "Regular hourly labor rate for repair and additional work" which is Fifty Five Dollars (\$55.00) per hour; and for any time outside of the regular weekday shift (5:00 pm through 7:00 am the next day, or any time on Saturday or Sunday) and during Village recognized holidays, on an as needed basis at the "Non-Regular hourly labor rate for repair and additional work" which is Seventy

TERM CONTRACT FOR OPERATION OF WATER TREATMENT PLANT

Five Dollars (\$75.00) per hour. The Village shall request services from the Contractor on an “as needed” basis throughout the term of the St. John’s County School District RFP No. 2014-20 which currently runs through November 14, 2016.

3. **INDEMNIFICATION:** The Contractor shall at all times indemnify, defend and hold harmless the Village, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of any error, omission, negligent act, conduct, or misconduct of the Contractor, its agents, servants, or employees in the performance of services under this Agreement.
4. **PUBLIC ENTITIES CRIMES ACT:** As provided in sections 287.132 and 287.133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), *Florida Statutes*.
5. **TERM; TERMINATION:** Pursuant to the St. John’s County School District, RFP No. 2014-20 contract extension, this Agreement shall expire on November 14, 2018. In the event that the St. John’s County School District, RFP No. 2014-20 contract is extended beyond November 14, 2018, then the Parties may likewise extend this Agreement upon the same terms and conditions as any subsequent St. John’s County School District, RFP No. 2014-20 extension. This Agreement may be terminated by the Village or the Contractor upon ***thirty (30) days*** written notice to the either the Village or Contractor.
6. **NOTICE:**

Notice required by this Agreement shall be considered sufficient when sent by certified mail or hand delivered to the Parties during regular business hours at the following addresses:

As to THE VILLAGE	As to THE CONTRACTOR
Village of Tequesta 345 Tequesta Drive Tequesta, Florida 33469 <i>Attn: Director of Utilities</i>	U.S. Water Services Corporation 4939 Cross Bayou Boulevard New Port Richey, Florida 34652 <i>Attn: Craig Bliss</i>

TERM CONTRACT FOR OPERATION OF WATER TREATMENT PLANT

7. **INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the Village. Both the Village and the Contractor agrees that this Agreement is not a contract for employment and that no relationship of employee–employer or principal–agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.
8. **ATTORNEY’S FEES:** In the event a dispute arises concerning this Agreement, the prevailing party shall be awarded attorney’s fees, including fees on appeal.
9. **CHOICE OF LAW; VENUE:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to this Agreement.
10. **AMENDMENTS & ASSIGNMENTS:** This Agreement, all Exhibits attached hereto, and required insurance certificates constitute the entire Agreement between both Parties; no modifications shall be made to this Agreement unless in writing, agreed to by both Parties, and attached hereto as an addendum to this Agreement. The Contractor shall not transfer or assign the services and provision of goods called for in this Agreement without prior written consent of the Village.
11. **INSPECTOR GENERAL:** Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general’s functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.
12. **PUBLIC RECORDS:** PUBLIC RECORDS. In accordance with Sec. 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village’s custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records

TERM CONTRACT FOR OPERATION OF WATER TREATMENT PLANT

to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid 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 Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village 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. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

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, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT lmcwilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.

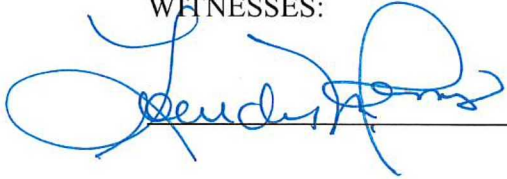
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

TERM CONTRACT FOR OPERATION OF WATER TREATMENT PLANT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date and year first above written.

WITNESSES:

U.S. WATER SERVICES CORPORATION





By: Edward Mitchell

Position: Genl Manager



(Corporate Seal)

VILLAGE OF TEQUESTA

ATTEST:

Abigail Brennan, Mayor

Lori McWilliams, MMC
Village Clerk

(Seal)