

CITY OF MARGATE, FL AGREEMENT FOR UTILITY BILL PRINTING AND MAILING SERVICES

This Agreement is made this 8th day of July, 2015, between the City of Margate, Florida (hereinafter the "City"), a municipal corporation organized and existing under the laws of the State of Florida, and whose address is 5790 Margate, FL 33063, and Municipal Code Corporation whose address is 1700 Capital Circle SW, Tallahassee, FL 32310 (the "Contractor").

WITNESSETH

WHEREAS, the Contractor wishes to enter into this Agreement ("Agreement") with City to provide Utility Bill Printing and Mailing services to the City (the "Project"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Sarasota and the Contractor as set forth in the City of Sarasota Request For Proposal No. 12-02LKD ("the RFP"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences on July 8, 2015 and continues through July 8, 2018 unless terminated earlier by its terms. The City shall have the option to renew for two additional one year terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with utility bill printing and mailing services in accordance with the City's requirements as set forth herein and the Standard Contract between the City of Sarasota, Florida and the Contractor dated on or about August 2, 2012 (the "Sarasota Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the Sarasota Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work. The Following provisions are included:

- A. City shall pay Contractor at the unit prices set forth in the Contract Documents for described services, and in accordance with the provisions of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Jackie Earll shall be the City Representative and may be reached at 954-972-6454.
- B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.
- C. The City of Margate shall be substituted for the City of Sarasota with regard to any and all provisions of the Sarasota Agreement, the RFP, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. Except as otherwise provided herein, all recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.


D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Douglas E. Smith, City Manager
City of Margate
5790 Margate Boulevard
Margate, FL 33063

Copy to: Eugene M. Steinfeld, City Attorney
City of Margate
5790 Margate Boulevard
Margate, FL 33063

For Contractor: 
Municipal Code Corporation
Harold E. Grant
1700 Capital Circle S.W.
Tallahassee, FL 32310

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7. Waiver of jury trial. City and contractor hereby knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the construction of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

Section 8. Litigation Venue. The parties waive the privilege of venue and agree that all litigation between them shall take place in the Seventeenth Judicial Circuit in Broward County, Florida. The parties agree to waive jury trial for all disputes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: singing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Margate and by CONTRACTOR, by and through its _____, attested to and duly authorized to execute same.

CITY OF MARGATE

Joanne Simone, Mayor

_____ day of _____, 2015

Douglas E. Smith, City Manager

_____ day of _____, 2015

ATTEST:

Joseph J. Kavanagh, City Clerk

_____ day of _____, 2015

APPROVED AS TO FORM:

Eugene M. Steinfeld, City Attorney

_____ day of _____, 2015

MUNICIPAL CODE CORPORATION

(Signature)

HAROLD E. GRAUT, EXEC V.P.
(Print) Title

_____ day of June, 2015

Witness

Witness

Scott McChesney

Chase Watkins