

ADDENDUM TO CONTRACT FOR SERVICES

This Addendum is made as of the _____ day of _____, 2022, by and between the **Town of Highland Beach**, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter the “Town”) and **Aquifer Maintenance & Performance Systems, Inc.** (hereinafter “AMPS”).

In consideration of the mutual promises contained in this Addendum and contained within the Contract for Services, which is attached hereto as **Exhibit “A”** (with this Addendum and the Contract for Services hereinafter jointly referred to as the “Contract Documents”), AMPS and the Town agree as follows:

SECTION 1 – CONTROLLING LAW; VENUE; REMEDIES; ENFORCEMENT COSTS; JURY TRIAL WAIVER

1.1 The Contract Documents shall be governed by the laws of the State of Florida. Any and all legal action, including mediation, necessary to enforce the Contract Documents will be held in Palm Beach County, Florida. Disputes related to or arising out of the Contract Documents shall not be subject to binding or non-binding arbitration.

1.2 If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney’s fees. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents. This provision shall supersede and specifically replace all other conflicting provisions in the Contract Documents.

SECTION 2 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

2.1 The contract between the parties consists of this Addendum, the remaining Contract Documents, the Requests for Proposals issued by the City of Palm Bay and the other documents set forth in Article 1 of the Contract for Services. To the extent that there exists a conflict between these documents, they shall take precedence in the following order: the Addendum, the remaining Contract Documents, and the documents listed in Article 1 of the Contract for Services. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. This provision shall supersede and specifically replace all other conflicting provisions in the Contract Documents.

SECTION 3 – TAXES

3.1 The Town is exempt from payment of Florida State Sales and Use Tax. AMPS shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the Town, nor is AMPS authorized to use the Town’s Tax Exemption Number in securing such materials. AMPS shall be responsible for payment of its own and its share of its employees’ payroll, payroll taxes, and benefits with respect to the Contract Documents.

SECTION 4 – PUBLIC RECORDS LAW

4.1 Public Records: AMPS shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes (the “Public Records Act”), and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the services.
- b. Upon request from the Town's custodian of public records or designee, provide the Town 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. 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 Contract Documents following completion of the Contract Documents if the AMPS does not transfer the records to the Town.
- d. Upon completion of the Contract Documents, transfer, at no cost, to the Town all public records in possession of AMPS or keep and maintain public records required by the Town to perform the service. If AMPS transfers all public records to the Town upon completion of the Contract Documents, AMPS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AMPS keeps and maintains public records upon completion of the Contract Documents, AMPS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF AMPS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AMPS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF HIGHLAND BEACH AT 561-278-4548, lgaskins@highlandbeach.us, OR BY MAIL AT THE TOWN OF HIGHLAND BEACH, 3614 S. Ocean Blvd., HIGHLAND BEACH, FL 33487.

SECTION 5 – SCRUTINIZED COMPANIES

5.1. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into these Contract Documents, AMPS certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The Town and the AMPS agree that the Town will have the right to immediately terminate the Contract Documents if AMPS and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Client and Consultant have caused this Agreement to be executed the day and year shown above.

Town of Highland Beach, Florida

By: _____
Rhoda Zelniker, Mayor

ATTEST

Lanelda Gaskins, Town Clerk

Approved as to form and legal sufficiency:

Glen Torcivia, Town Attorney
/phr

Aquifer Maintenance & Performance Systems, Inc.

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as _____ of Aquifer Maintenance & Performance Systems, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____

EXHIBIT “A”
(Contract for Services)