



## Cooperative Purchasing Professional Services Agreement General Terms and Conditions

This Cooperative Purchasing Professional Services Agreement ("Agreement") is dated September 17, 2017 by and between **Thompson Consulting Services, LLC** (hereinafter referenced as "Consultant"), with offices at 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 and the **City of Maitland, Florida** (hereinafter referenced as "Client" or "End User"), a municipality in the State of Florida, with an address 1776 Independence Lane, Maitland, FL 32751;

Whereas, Consultant has entered into an agreement for Debris Removal Monitoring Services – Emergency Response (Request for Proposal Number 130452) effective as of July 22, 2013 with the City of Leesburg, Florida (hereinafter referred to as "City Contract" and attached as **Attachment A**);

Whereas, Client desires to be an End User under the City Contract;

Whereas, both parties hereby agree to be bound to the terms and conditions of the City Contract;

Now therefore, in consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

### 1. TERM & APPLICABILITY

The term of this Agreement shall commence on the date executed by the last of the parties hereto, and shall expire on the same date set forth in the City Contract. The term of this Agreement shall not be dependent upon any renewals of the City Contract, and the Client may elect to exercise or not exercise the renewal options set forth in the City Contract independent of whether the owner of City Contract exercises renewal options under the City Contract. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

### 2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with City Contract.

### 3. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

### 4. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties.

### 5. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing

Rates as set forth in the City Contract, plus all reasonable expenses directly related to the services furnished under this Agreement. Consultant's rates are subject to annual Consumer Price Index (CPI) escalations on the annual anniversary of the execution date of the Agreement upon mutual written agreement by each party.

### 6. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

### 7. WORK PRODUCT

Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Products"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.

### 8. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

### 9. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety (including, but not limited to, any supervision of operations of others, training, audit or observation of safety programs of others) and safety of persons other than Consultant's employees. Client acknowledges that Consultant has no responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security or safety.



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### 10. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving thirty (30) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement. Upon termination, the terms and conditions found in this Agreement concerning ongoing or future obligations and contractual responsibilities and interpretation thereof shall survive its termination.

### 11. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

### 12. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

End User: City of Maitland  
Attention: Sharon Anselmo  
Address: 1776 Independence Ln  
Maitland, FL 32751

Consultant: Thompson Consulting Services, LLC  
Attention: Nate Counsell, Vice President  
Address: 1135 Townpark Avenue  
Suite 2101  
Lake Mary, FL 32746

### 13. MISCELLANEOUS

A. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

B. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

### 14. GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be governed by the laws of the State of Florida and any suit brought by either party shall be brought in a court of competent jurisdiction in Orange County.

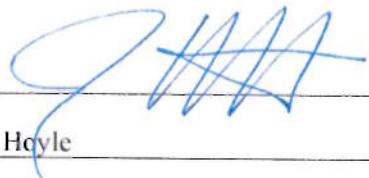


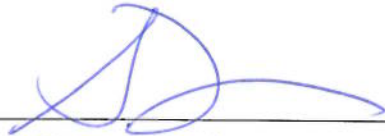
**Cooperative Purchasing Professional Services Agreement  
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

**THOMPSON CONSULTING SERVICES, LLC**

**CITY OF MAITLAND, FLORIDA**

By:   
Name: Jon Hoyle  
Title: President  
Date: 09/16/2017

By:   
Name: Sharon M. Anselmo  
Title: City Manager  
Date: 9-17-17

Please return executed copy of these terms and conditions to the attention of:

Kyle Hoyle  
[khoyle@thompsons.net](mailto:khoyle@thompsons.net) – Email  
(407) 792-0018 – Phone



thompson  
GROUP

**Cooperative Purchasing Professional Services Agreement  
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**ATTACHMENT A**