

## CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Dev-Land Demolition Agreement pursuant to ITB

Department: Purchasing

Contact person: N. Tucker

City Manager approval

City Commission approval

Agenda item #:

Agenda meeting date:

Resolution #:

Agreement Action:

New <input checked="" type="radio"/>	Renewal* <input type="radio"/>	Amendment* <input type="radio"/>	*Renewal: Only change is the agreement term *Amendment: For changes other than/in addition to term
--------------------------------------	--------------------------------	----------------------------------	---

Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:	Comments/Specific Provision in Agreement
Term (Duration of Agreement)	Agreement--Article 5 (3 years)
Termination Clause	ITB p. 28 for convenience
Renewal Clause	Agreement--Article 5 (2 add'l years)
Insurance	City standard
Indemnification	City standard
Assignment	ITB p. 22
Fiscal Funding Requirement	ITB p. 67
FL. Public Records Provision (2016)	ITB p. 50
Inspector General Provision	ITB p. 32
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	ITB p. 42

Business Principles:	Comments
Fees: Total Value	\$2,178,000
Fees: Per Fiscal Year	

Other Issues:	Comments
Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	agreement pursuant to ITB

Consistent with applicable policies including, but not limited to, Procurement policies. Yes

Attorney: Lynn Gelin, Esq.

Reviewed and approved as to form and legal sufficiency only

RESOLUTION NO. 129-19

A RESOLUTION OF THE CITY OF DELRAY BEACH, FLORIDA APPROVING AN AGREEMENT TO DEV-LAND DEMOLITION & SITE, INC., FOR LIME SLUDGE REMOVAL; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THIS AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach (herein referred to as the "City") is authorized to enter into agreements to provide services, programming and products in accordance with its Charter; and

WHEREAS, the City requires lime sludge removal and desires to enter into an agreement with Dev-Land Demolition, Inc., for lime sludge removal; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.


Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Agreement between the City and Dev-Land Demolition & Site, Inc., which is attached to this resolution as Exhibit "A".

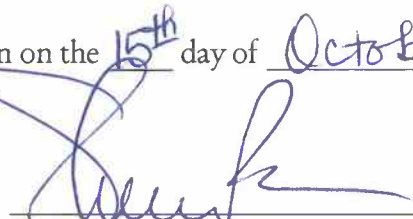
Section 3. The City Commission authorizes the City Manager to execute any amendments and/or renewals thereto, and take any other actions necessary to effectuate this Agreement.

Section 4. This Resolution shall become effective immediately upon adoption.

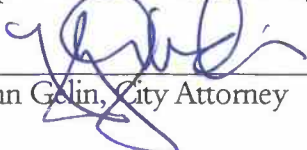
PASSED AND ADOPTED in regular session on the 15<sup>th</sup> day of October, 2019.

ATTEST:

  
Katerri Johnson, City Clerk

  
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

  
Lynn Gelin, City Attorney

## AGREEMENT

THIS AGREEMENT is hereby made and entered into this 15<sup>th</sup> day of October, 2019 (the "effective date") by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida 33444, and Dev-Land Demolition & Site, Inc., a Florida corporation (hereafter referred to as "Contractor") authorized to do business in Florida, whose address is 11240 Brandywine Lake Way, Boynton Beach, FL 33473.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Invitation to Bid No. 2019-033, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

### ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. 2019-033, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

### ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Invitation to Bid, which are incorporated herein by reference.

### ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

### ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Manager  
Email:
  
- ii. with a copy to: City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Attorney

Email:

- iii. As to the Contractor: Dev-Land Demolition & Site, Inc.  
11240 Brandywine Lake Way  
Boynton Beach, Fl. 33473  
Attn: Carl Deveaux - President  
Email: [devland6370@gmail.com](mailto:devland6370@gmail.com)

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

#### ARTICLE 5. CONTRACT TERM

This term of this Agreement shall commence upon the date of the duly executed Agreement and shall remain in effect for a term of three (3) years, unless terminated earlier in accordance with terms set forth in the Invitation to Bid. Upon mutual agreement of the City and the awarded Bidder, the Agreement may be renewed for up to two (2) additional years.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

[SEAL]

CITY OF DELRAY BEACH, FLORIDA

By: [Signature]  
Shelly Petrolia, Mayor

ATTEST:

By: [Signature]  
FOR Katerri Johnson, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
Lynn Geln, City Attorney

[SEAL]

CONTRACTOR

By: [Signature]  
Printed Name

[Signature]  
Title

STATE OF Florida  
COUNTY OF DELMAR BEACH

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of OCTOBER, 2019, by CARL DEVEAUX, as PRESIDENT, (name of officer or agent, title of officer or agent), of DEV-LAND, (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced FL DL (type of identification) as identification.

[Signature]  
Notary Public – State of FL

